



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

Tuesday

December 10, 2019

Regular Meeting – **5:00 p.m.**

Council Chambers – Lancaster City Hall

The City Clerk/Agency/Authority Secretary hereby declares the agenda was posted
by 5:00 p.m. on Friday, December 6, 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

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 10, 2019**

AGENDA ITEMS TO BE REMOVED

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

PUBLIC BUSINESS FROM THE FLOOR - AGENDIZED ITEMS

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

INVOCATION

PLEDGE OF ALLEGIANCE

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 10, 2019**

CC 6. Adopt **Resolution No. 19-58**, declaring its intention to vacate a portion of a public utility easement within Parcel 1 of Parcel Map 20211 located near the southeast corner of Cedar Avenue and Kettering Street.

This public utility easement was dedicated to the City in 1990. The only City interest within this easement is a sewer line. The public utility easement and sewer line is located inside a private apartment complex, and is serving only those buildings. The public utility easement and sewer line is not being utilized for City purposes, and should not be maintained with public funds. All public utility companies will be given the opportunity to reserve an easement for any existing or planned utilities within this proposed vacation area.

CC 7. Award **Public Works Construction Project No. 20-001, 2020 Pavement Management Program (Neighborhood Preservation)**, to Pavement Coatings Co., of Jurupa Valley, California, in the amount of \$1,335,837.15 plus a 10% contingency, to repair and resurface approximately sixty-two (62) lane-miles of streets, as part of the City's Revive 25 program; authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

Under the Revive 25 program, the City has completed more than 43 road projects, which have revived approximately 420 lane miles of roads. There are also more than 102 lane miles of new road projects that are in the design process and slated for construction over the next 12 months. In an effort to accelerate the completion of road improvement projects throughout the City, the City Council authorized the issuance of revenue bonds, series 2019 (Measure M & R Street Improvement Projects), which resulted in \$55,673,805 in new revenues to fund road improvement projects. The 2020 Pavement Management Program (Neighborhood Preservation) will be the first bond-funded project under the Revive 25 program. The Contractor will have sixty (60) calendar days, after the issuance of the notice to proceed, to complete construction. The project should not conflict with the City's Holiday Construction Moratorium period.

CC 8. Award RFP No. 718-19 Streetlight and Traffic Signal Maintenance Services

- a. Award Request for Proposal No. 718-19, Streetlight and Signal Maintenance Services to St. Francis Electric, LLC (SFE) of San Leandro, California, for an estimated total of \$1,201,755; authorize the City Manager, or his designee, to sign all documents, and all contract extensions. This contract is awarded in accordance with the City of Lancaster Municipal Code Chapter 3.32.
- b. Reduce Lighting Maintenance District Fund expenditure account 483-4785-660 by \$80,000 and increase Gas Tax Fund expenditure account 203-4785-461 by the same amount.

During the first year of contracting out the streetlight and signal maintenance services, City staff conducted a systematic analysis of overall operations and costs. Staff concluded that the parameters for contracting out these services needed to be refined to advance contract maintenance services, ensure regular routine maintenance is conducted, increase the performance and safety of the City's streetlights and signals, and reduce overall maintenance costs. Based on the criterion, the review panel determined SFE was the most qualified firm to meet the needs of City Streetlight and Signal Maintenance Services, therefore, staff recommends awarding SFE a contract for Street Lighting and Traffic Signal Services in an estimated total of \$1,201,755.

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 10, 2019**

PRESENTATIONS

1. Advanced Provider Response Unit (APRU)
Presenters: Los Angeles Fire Department (LAFD)

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

3. Recognition of Pat Murphy on his retirement from the City of Lancaster
Presenter: Jason Caudle, City Manager

4. Proclamation honoring longtime Lancaster resident George Beatty for his service and support to the community
Presenter: Mayor Parris

5. Presentation of the Most Business-Friendly City Award
Presenter: Chenin Dow, Assistant to the City Manager

COUNCIL ACTIONS

MINUTES

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

CONSENT CALENDAR

CCEA CC 1. Long-Term Renewable Energy Contract with Tehachapi Plains Wind, LLC on behalf of Pico Rivera Innovative Municipal Energy, Rancho Mirage Energy Authority, and San Jacinto Power

- a. Approve California Choice Energy Authority entering into a long-term renewable energy contract with Tehachapi Plains Wind, LLC on behalf of Pico Rivera Innovative Municipal Energy;
- b. Approve California Choice Energy Authority entering into a long-term renewable energy contract with Tehachapi Plains Wind, LLC on behalf of Rancho Mirage Energy Authority; and
- c. Approve California Choice Energy Authority entering into a long-term renewable energy contract with Tehachapi Plains Wind, LLC on behalf of San Jacinto Power.

In October 2015, the State of California enacted Senate Bill 350, also known as the Clean Energy and Pollution Reduction Act of 2015 (the Act). The Act established new clean energy, clean air, and greenhouse gas reduction goals for the state. In order to meet this requirement, California Choice Energy Authority (CalChoice), on behalf of its member agencies, issued a Request for Proposals for Renewable Energy Projects in December 2018. CalChoice and its legal and technical team have negotiated and finalized commercial and contract terms on behalf of its member agencies with Terra-Gen, LLC for its Tehachapi Plains Wind project. The Tehachapi Plains Wind project is a 28.2 MW project located in southern Kern County, with a commercial delivery date of January 2021.

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 10, 2019**

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

CC 2. Approve the Check and Wire Registers for October 20, 2019 through November 16, 2019 in the amount of \$13,116,036.13. Approve the Check Registers as presented.

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

CC 3. Accept and approve the October 2019, Monthly Report of Investments as submitted.

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

CC 4. Accept the Sanitary Sewer Collection System Annual Performance Report for Fiscal Year 2018-2019.

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

CC 5. Accept the work constructed by Hardy & Harper, Inc., for **Public Works Construction Project No. 18-006, 2018 Sidewalk, Curb and Gutter Repairs**, and direct the City Clerk to file the Notice of Completion for the project. Retention on this project shall be disbursed in accordance with California Public Contract Code.

On May 22, 2018, Council awarded Public Works Construction Project No. 18-006, 2018 Sidewalk, Curb and Gutter Repairs to Hardy & Harper, Inc. The project repaired or replaced 50,816 square feet of sidewalk, 4,073 linear feet of curb and gutter, and 8,778 square feet of cross gutters and spandrels, as well as the root pruning and tree trimming of over 122 trees. Construction of the project has been completed to the satisfaction of the Development Services Director. The project was completed on May 3, 2019, which was within the time permitted in the contract.

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 10, 2019**

CC 9. Approve the 2020 Census Funding and Strategic Implementation Plan which will enable the City to receive \$39,790 in funding from Los Angeles County to support and promote Census efforts in designated hard-to-count areas within the City.

Los Angeles County received an allocation of \$9,393,090 to promote participation in the 2020 census in geographic areas and demographic populations referred to as hard-to-count or least likely to respond where census participation has historically been low. Cities with hard-to-count areas can choose to have the County conduct outreach efforts on their behalf or they can request to receive the portion of funding that was allocated by the State for their city to lead their own targeted outreach efforts. Funding can be used by cities for a broad range of activities including supporting community and faith-based organizational efforts in promoting census participation, creating and distributing promotional materials/banners, bus wraps, local media and hosting a Census Action Kiosk where the public can complete their census forms. Lancaster's plan includes each of those components in addition to mass outreach through the City's Outlook publication, presence in City events which will include MLK day of service as well as outreach through the City's social media platforms.

CC 10. Approve entering into a long-term renewable energy contract with Tehachapi Plains Wind, LLC for Lancaster Choice Energy.

In October 2015, the State of California enacted Senate Bill 350, also known as the Clean Energy and Pollution Reduction Act of 2015 (the Act). The Act established new clean energy, clean air, and greenhouse gas reduction goals for the state. In order to meet this requirement, California Choice Energy Authority (CalChoice), on behalf of Lancaster Choice Energy (LCE) and its other member agencies, issued a Request for Proposals for Renewable Energy Projects in December 2018. CalChoice and its legal and technical team have negotiated and finalized commercial and contract terms on behalf of its member agencies with Terra-Gen, LLC for its Tehachapi Plains Wind project. With the execution of this contract, which fulfills approximately 15% of LCE's long-term requirement, LCE will have contracted for a total of 49% of its state mandated obligation for Compliance Period 4.

CC 11. Adopt **Resolution No. 19-59**, approving application(s) for Proposition 68 Per Capita Grant funds.

On June 5, 2018, the voters of the state of California approved Proposition 68, the State of California Parks & Water Bond 2018. This measure provides funding for local park rehabilitation, creation and improvement grants to local governments on a per capita basis. This resolution will approve the submittal of application(s) to the California Department of Parks and Recreation Office of Grants and Local Services for Proposition 68 funding for future eligible projects.

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 10, 2019**

CC 12. City of Lancaster's Model Year 2020 Light Duty Fleet Lease Agreement

- a. Approve the Model Year 2020 Light Duty Fleet Lease Agreement between the City of Lancaster and Enterprise Fleet Management, Inc. for 11 replacement light duty vehicles in the amount of \$61,185 a year for 5 years for an ending total of \$305,925.
- b. Authorize the City Manager to execute a lease agreement and any amendments between the City of Lancaster and Enterprise Fleet Management, Inc.
- c. Appropriate \$25,494 into Account No. 104-4753-762.

On March 26, 2019, City Council consented to enter into five-year Master Equity Lease Agreement between the City of Lancaster and Enterprise Fleet Management, Inc. The City's light duty fleet includes 135 owned vehicles and 13 leased vehicles assigned to various departments. These vehicles range from regular sedans to specialty trucks utilized throughout the City. Staff's analysis concluded that fully funding a maintenance program, as well as supporting a structured and methodical vehicle replacement program, could be best achieved through the continued leasing of needed vehicles instead of purchasing them, and outsourcing portions of the fleet maintenance activities, which is currently handled in-house. The Enterprise Fleet Management, Inc., program selected is an "open-ended" lease structure, which would allow the City to replace more vehicles with less upfront capital.

CC 13. Council Chamber Audio/Visual Upgrade

- a. Approve a \$222,603 purchase and installation agreement with Streamline Audio Visual, Inc. for audio and visual equipment for the Council Chamber Audio/Visual Upgrade project.
- b. Appropriate \$112,805 in PEG funds to expenditure account 101-4305-753 (remaining \$109,798 is included in FY 19/20 budgeted expenditures).

The City looks to upgrade the Council Chamber with the goals to reduce costs, improve efficiencies, and promote advancements in technology; as well as enhance citizen engagement. The project will also provide the technology to integrate seamlessly with the new Agenda Management System, which will provide a single platform for the complete management of the agenda, minutes, video, voting, and records related to a meeting. Specifically, the project will replace outdated and obsolete technology related to the recording and/or broadcasting of Council and Commission meetings held in the Council Chamber and will include new display screens, a new podium, a new public participation kiosk, and new audio equipment.

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 10, 2019**

PUBLIC HEARINGS

PH 1. Zone Text Amendment to Title 8, Title 16 and Title 17 of the Lancaster Municipal Code, Lancaster Transit-Oriented Development Zones (T.O.D.) and the Downtown Lancaster Specific Plan

Recommendation:

Introduce **Ordinance No. 1070**, amending various sections of the Lancaster Municipal Code; Chapter 8.50, Landscaping Installation and Maintenance, Chapter 16.20, Residential Subdivision Perimeter Treatment, Chapter 16.24, Landscaping Improvements, various sections of Title 17 (Zoning Ordinance), Lancaster Transit-Oriented Development (T.O.D.) Zone, and the Downtown Lancaster Specific Plan, to comply with state code, provide clarification, consistency, and update standards and regulations.

Municipal Codes require periodic updates to ensure consistency with City policies, state law, to improve clarity, and to better serve the public. Staff reviewed the City's Health and Safety section, Subdivision section, Zoning Ordinance, and Specific Plans to identify potential improvements and recommended amendments that would address inconsistencies, clarify ambiguities, and update standards to reflect current City policies and State codes and mandates. As part of this review process, staff worked with other departments and divisions, and the City Attorney's office, to review and consider the proposed changes. Additionally, staff surveyed and analyzed codes and policies from other agencies, and reviewed best practices, as appropriate and applicable.

PH 2. TEFRA Hearing Approval of Public Charter School Facilities Bonds for Wonderful Foundations

Recommendations:

- a. Conduct Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing to allow for public comment on the use of tax-exempt bond financing for Public Charter School Facilities Bonds for Wonderful Foundations.
- b. Adopt **Resolution No. 19-60**, pursuant to Section 147(f) of the Internal Revenue Code of 1986 approving the issuance and sale of qualified 501(c)(3) bonds as defined as defined by Section 145 of the Internal Revenue Code of 1986 (the Code), in one or more series from time to time pursuant to a plan of financing (the Bonds), in the amount not to exceed \$22,000,000.00.

Wonderful Foundations (the Borrower) has submitted an application to the California Public Finance Authority (CalPFA) to issue bonds for financing and refinancing the acquisition of Lifelong Learning Administrative Corporation located at 177 Holston Drive in Lancaster, California, (the Project). The proceeds from the sale of the Bonds will be used to acquire multiple public charter school facilities. Approval by the government jurisdiction in which the proposed facilities are located is a requirement of Section 147(f) of the Internal Revenue Code of 1986 (IRS Code; as such, in order for the Borrower to obtain the financing, the City must conduct a public hearing and approve the Authority's issuances of indebtedness. The Bonds to be issued by the CalPFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project.

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 10, 2019**

CONTINUED BUSINESS

CB 1. Municipal Law Enforcement Services Agreement

Recommendation:

Approve the renewal of the Municipal Law Enforcement Services Agreement between the City of Lancaster and the County of Los Angeles for Law Enforcement Services provided by the Los Angeles County Sheriff's Department, with a reduction of \$368,212.00 per month based on the vacancies attributed to sworn and non-sworn personnel and the overhead related to those vacancies; authorize the City Manager, or his designee, to sign all documents.

In July 2015, the City Council entered into the current five-year Municipal Law Enforcement Services Agreement (MLESA) with the County of Los Angeles for law enforcement services provided by the Los Angeles County Sheriff's Department (LASD). That agreement expired on June 30, 2019. Under the proposed renewal agreement, LASD would continue to provide general law enforcement services within the city limits of the City of Lancaster. The term of the new agreement would be effective from July 1, 2019 through June 30, 2024, unless terminated sooner per procedures outlined in the agreement.

NEW BUSINESS

NB 1. Amendment to Title 12 of the Lancaster Municipal Code relating to the Distribution of Food on Public Property

Recommendation:

Introduce **Ordinance No. 1071**, amending Title 12 (Streets, Sidewalks, and Public Places) of the Lancaster Municipal Code by adding Chapter 12.28 (Food Distribution on Public Property), relating to the distribution of food on public property.

Individuals and organizations conduct food distribution events on sidewalks and other public property. While their intentions are admirable, these events often obstruct the free flow of pedestrian and vehicle traffic, and result in garbage and trash left on the public property after the distribution, creating hazards to public health and a visual blight. Further, these groups often do not comply with state standards concerning safe and sanitary food preparation and service, which can pose a hazard to the health of the persons being served. Ordinance No. 1071 prohibits food distribution from being conducted on a public street, sidewalk, parking lot or other public property, while allowing for such events to be held in public parks, subject to certain health and safety requirements.

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 10, 2019**

NB 2. Task Order for Aspen Environmental Group

Recommendation:

Approve Task Order No. 2 for Aspen Environmental Group for preparation of technical reports and an environmental impact report associated with the Parkway Village master plan area, and authorize the City Manager, or his designee, to execute all related documents.

In August of 2007, the City of Lancaster adopted the Amargosa Creek Specific Plan. The plan, encompassing a 150-acre area east of Sgt. Steve Owen Memorial Park and north of Avenue L, envisioned a large commercial complex to be anchored by big-box stores. Shortly after the plan's adoption, global economic conditions deteriorated significantly, followed by drastic and ongoing changes in the retail landscape. As such, the initially envisioned commercial project is no longer feasible, and does not suit the needs of the residents of Lancaster today. Recognizing this, staff has been collaborating with world-renowned architectural firm CSA Partners to establish a new vision for this area. Currently dubbed "Parkway Village," it will be transformed into a vibrant, walkable, mixed-use urban area. Key features will include high-quality, high-density housing; integrated dining and shopping opportunities; educational facilities; and gathering space. The area will encompass not only the former Amargosa Creek Specific Plan area, but also additional vacant land to the east and north.

NB 3. Support for House Version of National Defense Authorization Act

Recommendation:

Adopt **Resolution No. 19-61**, Support for House Version of National Defense Authorization Act, and authorize the City Manager, or his designee, to execute all related documents and transmit them to the appropriate members of Congress.

In 2013, the City of Lancaster proudly welcomed BYD – the first Chinese automotive manufacturer in North America – to our community. In addition to this tremendous investment in its employees and in Lancaster, BYD has also seized the opportunity to be an excellent corporate citizen. The firm has served as a sponsor of key community events; donated to worthy causes; engaged in countless educational opportunities; invested in green energy alternatives; and much more. Despite the remarkable positive impact BYD has had on Lancaster and our economy, the firm today finds itself in the crosshairs of the China-United States trade war. U.S. Congress is currently deliberating two versions of the National Defense Authorization Act (Act) in Conference Committee. Each house of Congress has submitted a different version of the Act for consideration. H.R. 2500, the House of Representatives version of the Act, includes exceptions for manufacturers such as BYD. This version would allow BYD and its employees to continue business as usual, deploying clean electric buses throughout the country while also strengthening Lancaster's economy.

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 10, 2019**

COUNCIL AGENDA

- CA 1.** Consider nomination and appointment of Darrell Dorris to fill the vacant seat on the City Council through the remainder of the term expiring April 14, 2020.
Presenter: Mayor Parris
- CA 2.** Discussion and possible nominations/appointments/re-appointments to the following Commissions: Architectural & Design Commission, Criminal Justice Commission, Healthy Community Commission, Homeless Impact Commission, and Planning Commission.
Presenter: Mayor Parris

COUNCIL REPORTS

- CR 1.** Report on the Activities of the Board of Directors for the Antelope Valley Transit Authority
Presenter: Vice Mayor Crist
- CR 2.** Report on the Activities of the Board of Directors for District No. 14 of the County Sanitation Districts of Los Angeles County
Presenter: Vice Mayor Crist
- CR 3.** Council Reports

LANCASTER HOUSING AUTHORITY

No action required at this time.

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

LANCASTER SUCCESSOR AGENCY

No action required at this time.

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 10, 2019**

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
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 10, 2019**

CLOSED SESSION

1. Conference with Legal Counsel - Anticipated Litigation: significant exposure to litigation pursuant to Government Code Section 54956.9(d) (2) - two potential cases.
2. Conference with Legal Counsel - Anticipated Litigation: consideration of initiation of litigation pursuant to Government Code Section 54956.9(d) (4) - two potential cases.
3. Conference with Legal Counsel - Existing Litigation - Government Code Section 54956.9(d) (1)
4. Parker v. Lancaster, LASC MC 027827
5. Kappler v. Lancaster, LASC 18STCVO4990
6. Better Neighborhoods v. Lancaster, LASC BS175020
7. 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
8. Ramos v Patino, LASC Case No. MC027974
9. Roberson v. Torres, LASC Case No. 18AVCV00127
10. Lozoya v. City of Lancaster, LASC Case No. 19AVCV00714
11. Johnson v. City of Lancaster, LASC Case No. 19AVCV00824
12. Rahier v. City of Lancaster, LASC Case No. 19AVCV00163

ADJOURNMENT

Next Regular Meeting:

Tuesday, January 14, 2020 - 5:00 p.m.

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 10, 2019**

MEETING ASSISTANCE INFORMATION

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

AGENDA ADDENDUM INFORMATION

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

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

M 1
12/10/19
JC

**LANCASTER
CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/HOUSING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES
November 12, 2019**

CALL TO ORDER

Mayor Parris called the meeting of the Lancaster City Council/Successor Agency/Financing/Power/California Choice Energy Authority to order at 5:00 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; Finance Director; Chief of Police/Public Safety Director

Vice Chair Crist called the meeting of the Lancaster Housing Authority to order at 5:05 p.m.

ROLL CALL

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

ABSENT: Housing Authority Member Harvey

INVOCATION

Pastor Nathan Birt, Lancaster Baptist Church

PLEDGE OF ALLEGIANCE

Council Member Underwood-Jacobs

PRESENTATION

1. Zonta's Centennial Celebration
Presenter: Mayor Parris

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

November 12, 2019

HA NB 1. ELECTRIC INFRASTRUCTURE FOR HNR-1

The Assistant to the City Manager and Housing Manager presented the staff report for this item.

On a motion by Vice Chair Crist and seconded by Authority Member Mann, the Lancaster Housing Authority authorized 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, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Crist, Szeto; NOES: None; ABSTAIN: None; ABSENT: Harvey

On a motion by Vice Chair Crist and seconded by Authority Member Mann, the Lancaster Housing Authority appropriated \$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, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Crist, Szeto; NOES: None; ABSTAIN: None; ABSENT: Harvey

M 1. MINUTES

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council/Successor Agency/Financing/Power/California Choice Energy Authority approved the City Council/Successor Agency/Financing/Power/California Choice Energy Authority Regular Meeting Minutes of October 22, 2019, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist; Parris; NOES: None; ABSTAIN: None; ABSENT: None

CITY COUNCIL CONSENT CALENDAR

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

Council Member Mann stated he needs to recuse himself from Item No's CC 5 and SA CC 1 due to the proximity of the projects to property he owns.

Council Member Underwood-Jacobs stated she needs to recuse herself from Item No. SA CC 1 due to the proximity of the project to her employer.

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

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

Mayor Parris returned to the dais at this time.

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

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

November 12, 2019

CITY COUNCIL CONSENT CALENDAR CONTINUED...

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council approved Consent Calendar Item No. SA CC 1, by the following vote: 3-0-2-0; AYES: Malhi, Crist, Parris; NOES: None; RECUSED: Mann, Underwood-Jacobs; ABSENT: None

Council Members Mann and Underwood-Jacobs returned to the dais at this time.

Addressing the City Council on Item No. CC 7:
Michael Rives - discussed the upcoming elections, moving the April election to November, and voter participation.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council approved the Consent Calendar Item No. CC 7, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist; Parris; NOES: None; ABSTAIN: None; ABSENT: None

Addressing the City Council on Item No. CC 3:
Fran Sereseres – discussed grant funding and inquired on project funding.

On a motion by Vice Mayor Crist and seconded by Council Member Underwood-Jacobs, the City Council approved Consent Calendar Item No's CC 1, CC 2, CC 3, CC 4, and CC 6, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist; Parris; NOES: None; ABSTAIN: None; ABSENT: None

SA CC 1. Adopted 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 authorized the Executive Director, or his designee, to execute all related documents.

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

CC 3. RESOLUTION NO. 19-57

Adopted **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, authorized the City Manager, or his designee, to execute all grant documents.

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/HOUSING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES
November 12, 2019

CC 4. BEVERAGE CONTAINER RECYCLING GRANT PROGRAM RBC31

Approved 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 authorized 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

CC 5. LANCASTER FINANCING AUTHORITY REVENUE BOND SALES

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

CC 6. ORDINANCE NO. 1067

Adopted **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.

CC 7. GENERAL MUNICIPAL ELECTION – APRIL 14, 2020; ORDINANCE NO. 1068 AND ORDINANCE NO. 1069

- a. Adopted **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. Adopted **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.

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/HOUSING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES
November 12, 2019

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

Mayor Parris opened the Public Hearing.

Mayor Parris closed the Public Hearing.

The City Attorney stated this item would be taken up at a later time.

NB 1. AGREEMENT FOR BRAND DEVELOPMENT AND IMPLEMENTATION

The Assistant City Manager presented the Staff Report for this item.

Addressing the City Council on this item:

Fran Sereseres – stated her question had been answered.

David Paul – discussed civic participation, civic pride, communication and public speaking.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council approved 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; authorized the City Manager to execute all related documents, 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 stated the AVTA received official notice of their receipt of additional grant funds which will add more buses and complete their charging system.

Vice Mayor Crist further discussed the AVTA's accomplishment of replacing the entire bus system in less than 2.5 years and the great work completed by Macy Neshati and staff.

CR 2. COUNCIL REPORTS

Council Member Malhi discussed the City of Lancaster's receipt of the annual "Most Business-Friendly City" Award making Lancaster the first city to receive the award three times; Council Member Malhi thanked staff and his fellow Council Members for the great accomplishment.

Mayor Parris discussed his appreciation for the City staff and their work.

Vice Mayor Crist discussed sales tax rates and possible future increases in surrounding cities.

Council Member Mann discussed the fiduciary duty with which City Council operates with.

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

November 12, 2019

CR 2. COUNCIL REPORTS CONTINUED...

Mayor Parris discussed political correctness, the progression of events leading to tax payers ultimately bearing the burden of past poor decisions made by elected officials and the importance of transparency.

Vice Mayor Crist discussed the importance of being aware of your elected officials' decision-making experience and how they are ultimately spending citizens' money.

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.

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

The City Manager discussed the most recent BooLVD and Field of Drafts events and showed videos highlighting the events.

Additionally, the City Manager discussed upcoming meetings to start the discussion process to obtain as much public input as possible, per direction from City Council, on street light cameras including the applicable privacy policy; Wednesday's Criminal Justice Commission meeting will be the kick-off meeting.

The City Manager also discussed the great handling of new construction projects throughout the City and stated more information was to be presented at the next City Council meeting.

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:

Elijah Flores – student at AVC, asked if there was something in the past they were excited to get done or something in the future they are looking forward to getting done.

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

November 12, 2019

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS CONTINUED...

Fran Sereseres – thanked the Mayor and Council Members for all they do, and discussed Jane Reynolds Park, her pride in service, great work completed by the City’s Parks, Recreation and Arts Department, and her overall appreciation for the City Council’s support.

David Rives – discussed Medical Main Street, AV Hospital, bonds being pursued, community meetings, and the requests he has made to the State.

David Paul – discussed the joy in the room, joy in building people up, public policy, incredible City staff, his possible run for Mayor, and his attendance at a community meeting.

COUNCIL / AGENCY / AUTHORITY COMMENTS

Mayor Parris and Vice Mayor Crist discussed the possibility of having a public integrity unit to promote transparency; the City Attorney will look into this.

Vice Mayor Crist discussed Measure H and the Measure H funds received by local community organizations and the City.

Council Member Mann stated that he hoped everyone has a great Thanksgiving and that there was a lot to be thankful for.

Mayor Parris discussed his appreciation for Macey Neshati’s work for the community and thanked him.

ADJOURNMENT

Mayor Parris stated the City Council meeting will be adjourned in memory of Nicole Marie Neshati-Carrera, Creative Artist, Inspirational Spirit, beloved mother, daughter, sister, aunt and treasured friend to many.

Mayor/Chair Parris adjourned the meeting at 6:17 p.m. and stated the next City Council/Successor Agency/Financing/Power/California Choice Energy Authority meeting will be held on Tuesday, December 10, 2019 at 5:00 p.m.

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/HOUSING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES
November 12, 2019

PASSED, APPROVED and ADOPTED this 10th day of December, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

RONDA PEREZ
ACTING CITY CLERK

R. REX PARRIS
MAYOR/CHAIRMAN

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

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

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

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

(seal)

STAFF REPORT
California Choice Energy Authority

CCEA CC 1
12/10/19
JC

Date: December 10, 2019

To: Chairman Parris and Authority Members

From: Jason Caudle, Executive Director
Kathy Wells, Senior Projects Coordinator

Subject: Long-Term Renewable Energy Contract with Tehachapi Plains Wind, LLC on behalf of Pico Rivera Innovative Municipal Energy, Rancho Mirage Energy Authority, and San Jacinto Power

Recommendations:

- a. Approve California Choice Energy Authority entering into a long-term renewable energy contract with Tehachapi Plains Wind, LLC on behalf of Pico Rivera Innovative Municipal Energy;
- b. Approve California Choice Energy Authority entering into a long-term renewable energy contract with Tehachapi Plains Wind, LLC on behalf of Rancho Mirage Energy Authority; and
- c. Approve California Choice Energy Authority entering into a long-term renewable energy contract with Tehachapi Plains Wind, LLC on behalf of San Jacinto Power.

Fiscal Impact:

There is no fiscal impact to California Choice Energy Authority.

Background:

In October 2015, the State of California enacted Senate Bill 350, also known as the Clean Energy and Pollution Reduction Act of 2015 (the Act). The Act established new clean energy, clean air, and greenhouse gas reduction goals for the state. Specifically, the Act requires that all load serving entities, including Community Choice Aggregators (CCAs) enter into long-term renewable energy contracts with energy delivery to begin by the 2021 – 2024 compliance period.

In order to meet this requirement, California Choice Energy Authority (CalChoice), on behalf of its member agencies, issued a Request for Proposals for Renewable Energy Projects in December 2018. CalChoice received over 100 proposals. CalChoice held a workshop in Rancho Mirage with CalChoice and other member agencies to review and short-list proposals based on cost, location, and portfolio diversity. Several wind, solar, and small hydro-electric projects were short-listed.

CalChoice and its legal and technical team have negotiated and finalized commercial and contract terms on behalf of its member agencies with Terra-Gen, LLC for its Tehachapi Plains Wind project. The Tehachapi Plains Wind project is a 28.2 MW project located in southern Kern County, with a commercial delivery date of January 2021.

As a condition of the contract, Tehachapi Plains Wind, LLC recognizes and accepts the secured deposit accounts in the names the cities of Pico Rivera, Rancho Mirage, and San Jacinto as credit and collateral, and no other security or credit backing by the cities or CalChoice will be required.

The cities councils of Pico Rivera, Rancho Mirage, and San Jacinto approved CalChoice entering into agreements on their behalf at their December 10th, December 5th, and December 3rd council meetings respectively.

Staff will be returning in upcoming months with additional long-term renewable energy contract approval requests.

Therefore, staff recommends that the Authority Board approve California Choice Energy Authority entering into a long-term renewable energy contracts with Tehachapi Plains Wind, LLC on behalf of Pico Rivera Innovate Municipal Energy, Rancho Mirage Energy Authority, and San Jacinto Power.

Attachment:

Power Purchase Agreement between California Energy Authority and Tehachapi Plains Wind, LLC

SELLER DRAFT
24 NOVEMBER 2019

POWER PURCHASE AND SALE AGREEMENT

COVER SHEET

Seller: Tehachapi Plains Wind, LLC

Buyer: [City of Lancaster, a California municipal corporation and charter city (d/b/a Lancaster Choice Energy)]



[[PPA Buyers:

- City of Lancaster, a California municipal corporation and charter city (d/b/a Lancaster Choice Energy - (31%)



Description of Facility: “**Facility**” means a 28.8 MW wind-powered electric generating facility comprised of three sub-projects: a 14.4 MW wind sub-project interconnecting to SCE’s Windhub Substation, a 7.2 wind sub-project interconnecting to SCE’s Puff 12 kV distribution circuit, and a 7.2 MW wind sub-project interconnecting to SCE’s Keene 12kV distribution circuit, all as further described in Exhibit A

Guaranteed Commercial Operation Date: January 1, 2021 [Note: to be confirmed]

Milestones: [Note: to be provided]

Identify Milestone	Date for Completion
Evidence of Site Control	
Documentation of Conditional Use Permit if required:	

Identify Milestone	Date for Completion
CEQA [] Cat Ex, []Neg Dec, []Mitigated Neg Dec, [x]EIR	
Seller's receipt of Phase I and Phase II Interconnection study results for Seller's Interconnection Facilities	
Executed Interconnection Agreements	
Financial Close	
Expected Construction Start Date	
Initial Synchronization	
Network Upgrades completed (evidenced by delivery of permission to parallel letter from the PTO)	
Expected Commercial Operation Date	January 1, 2021

Delivery Term: Twelve (12) Contract Years

Delivery Term Expected Energy:

Contract Year	Expected Energy (MWh)
1 – 12	[REDACTED]

Contract Price:

Contract Year	Contract Price (\$/MWh)
1 – 12	[REDACTED]

Product: Buyer's Share of:

- Energy
- Green Attributes (if Renewable Energy Credit, please check the applicable box below):
 - Portfolio Content Category 1
 - Portfolio Content Category 2
 - Portfolio Content Category 3

Capacity Attributes

Deliverability:

- Energy Only Status
- Full Capacity Deliverability Status

a) If Full Capacity Deliverability Status is selected, provide the
Expected FCDS Date: Commercial Operation Date

Scheduling Coordinator: Seller/Seller Third-Party

Development Security: [REDACTED]

Performance Security: [REDACTED]

Damage Payment: [REDACTED]

[Signatures on following page.]

SELLER DRAFT
24 NOVEMBER 2019

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

SELLER

BUYER

By: _____
Name: Gustavo E. Luna
Title: Sr. Vice President

By: _____

By: _____

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

TABLE OF CONTENTS

	Page
ARTICLE 1	DEFINITIONS 1
1.1	Contract Definitions. 1
1.2	Rules of Interpretation. 17
ARTICLE 2	TERM; CONDITIONS PRECEDENT 18
2.1	Contract Term. 18
2.2	Conditions Precedent. 19
2.3	Progress Reports 20
2.4	Remedial Action Plan. 20
ARTICLE 3	PURCHASE AND SALE 20
3.1	Sale of Product. 20
3.2	Sale of Green Attributes. 20
3.3	Compensation. 21
3.4	Imbalance Energy. 21
3.5	Ownership of Renewable Energy Incentives. 21
3.6	Future Environmental Attributes. 22
3.7	Test Energy. 22
3.8	Capacity Attributes. 22
3.9	Resource Adequacy Failure. 23
3.10	CEC Certification and Verification. 23
3.11	Eligibility. 23
3.12	California Renewables Portfolio Standard. 23
3.13	Compliance Expenditure Cap. 24
ARTICLE 4	OBLIGATIONS AND DELIVERIES 25
4.1	Delivery. 25
4.2	Title and Risk of Loss. 25
4.3	Scheduling Coordinator Responsibilities. 25
4.4	Forecasting. 26
4.5	Reserved 26
4.6	Reduction in Delivery Obligation. 26
4.7	Expected Energy and Guaranteed Energy Production. 27
4.8	WREGIS 28
ARTICLE 5	TAXES 29
5.1	Allocation of Taxes and Charges. 29
5.2	Cooperation. 29
ARTICLE 6	MAINTENANCE OF THE FACILITY 30
6.1	Maintenance of the Facility. 30

6.2	Maintenance of Health and Safety.	30
6.3	Shared Facilities	30
ARTICLE 7	METERING	30
7.1	Metering.	30
7.2	Meter Verification.	30
ARTICLE 8	INVOICING AND PAYMENT; CREDIT	31
8.1	Invoicing.	31
8.2	Payment.	31
8.3	Books and Records.	31
8.4	Payment Adjustments; Billing Errors.	31
8.5	Billing Disputes.	32
8.6	Netting of Payments.	32
8.7	Seller’s Development Security.	32
8.8	Seller’s Performance Security.	33
8.9	First Priority Security Interest in Cash or Cash Equivalent Collateral.	33
8.10	Buyer’s Financial Statements	34
8.11	Buyer Creditworthiness	34
ARTICLE 9	NOTICES	38
9.1	Addresses for the Delivery of Notices.	38
9.2	Acceptable Means of Delivering Notice	38
ARTICLE 10	FORCE MAJEURE	38
10.1	Definition.	38
10.2	No Liability If a Force Majeure Event Occurs	39
10.3	Notice	39
10.4	Termination Following Force Majeure Event	39
ARTICLE 11	DEFAULTS; REMEDIES; TERMINATION	40
11.1	Events of Default	40
11.2	Remedies; Declaration of Early Termination Date.	42
11.3	Termination Payment	42
11.4	Notice of Payment of Termination Payment or Damage Payment	43
11.5	Disputes With Respect to Termination Payment or Damage Payment	43
11.6	Rights And Remedies Are Cumulative	43
11.7	Mitigation	43
ARTICLE 12	LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES	43
12.1	No Consequential Damages.	43
12.2	Waiver and Exclusion of Other Damages.	43
ARTICLE 13	REPRESENTATIONS AND WARRANTIES	44

13.1	Seller’s Representations and Warranties.....	44
13.2	Buyer’s Representations and Warranties.....	45
13.3	General Covenants.....	46
ARTICLE 14	ASSIGNMENT	47
14.1	General Prohibition on Assignments.....	47
14.2	Permitted Assignment by Seller	47
14.3	Permitted Assignment by Buyer.....	47
ARTICLE 15	LENDER ACCOMMODATIONS.....	48
15.1	Granting of Lender Interest	48
15.2	Rights of Lender	48
15.3	Cure Rights of Lender	49
ARTICLE 16	DISPUTE RESOLUTION.....	49
16.1	Governing Law.....	49
16.2	Dispute Resolution.	49
16.3	Attorneys’ Fees.....	49
ARTICLE 17	INDEMNIFICATION	49
17.1	Indemnification.....	49
17.2	Claims.....	50
ARTICLE 18	INSURANCE	50
18.1	Insurance.....	50
ARTICLE 19	CONFIDENTIAL INFORMATION.....	52
19.1	Definition of Confidential Information	52
19.2	Duty to Maintain Confidentiality	52
19.3	Irreparable Injury; Remedies	52
19.4	Disclosure to Lender.....	52
19.5	Public Statements	52
ARTICLE 20	MISCELLANEOUS.....	52
20.1	Entire Agreement; Integration; Exhibits	52
20.2	Amendments.....	53
20.3	No Waiver	53
20.4	No Agency, Partnership, Joint Venture or Lease	53
20.5	Severability.....	53
20.6	Mobile-Sierra.....	53
20.7	Counterparts	53
20.8	Facsimile or Electronic Delivery.....	54
20.9	Binding Effect	54
20.10	No Recourse to Members of Buyer	54

20.11	Lockbox Account	54
20.12	Change in Electric Market Design	54

Exhibits:

Exhibit A	Description of the Facility
Exhibit B	Facility Construction and Commercial Operation
Exhibit C	Reserved
Exhibit D	Notices
Exhibit E	Reserved
Exhibit F	Guaranteed Energy Production Damages Calculation
Exhibit G	Progress Reporting Form
Exhibit H	Reserved
Exhibit I-1	Form of Commercial Operation Date Certificate
Exhibit I-2	Form of Installed Capacity Certificate
Exhibit J	Form of Construction Start Certificate
Exhibit K	Form of Letter of Credit
Exhibit L	Form of Replacement RA Notice

POWER PURCHASE AND SALE AGREEMENT

This Power Purchase and Sale Agreement (“**Agreement**”) is entered into as of December [], 2019 (the “**Effective Date**”), between Seller and Buyer (each also referred to as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, Seller intends to develop, design, construct, own, and operate the Facility in the location identified in Exhibit A; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, on the terms and conditions set forth in this Agreement, Buyer’s Share of all Energy generated by the Facility, all Green Attributes related to the generation of such Energy, and Buyer’s Share of all Capacity Attributes;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

ARTICLE 1 DEFINITIONS

1.1 **Contract Definitions.** The following terms, when used herein with initial capitalization, shall have the meanings set forth below:

“**AC**” means alternating current.

“**Accepted Compliance Costs**” has the meaning set forth in Section 3.13.

“**Adjusted Energy Production**” has the meaning set forth in Exhibit F.

“**Affiliate**” means, with respect to any Person, each Person that directly or indirectly controls, is controlled by, or is under common control with such designated Person. For purposes of this definition and the definition of “Permitted Transferee”, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.

“**Agreement**” has the meaning set forth in the Preamble and includes any exhibits, schedules and any written supplements hereto, the Cover Sheet, and any designated collateral, credit support or similar arrangement between the Parties.

“**Available Capacity**” means the capacity from the Facility, expressed in whole MWs, that is available to generate Energy.

“**CAISO Grid**” has the same meaning as “CAISO Controlled Grid” as defined in the CAISO Tariff.

“**CAISO Operating Order**” means the “operating order” defined in Section 37.2.1.1 of the CAISO Tariff.

“**CAISO Resource IDs**” means the numbers or names assigned by the CAISO to the CAISO Approved Meters.

“**CAISO Revenues**” means the credits and other payments incurred or received by Seller, as the Facility’s Scheduling Coordinator, as a result of Scheduling or energy from the Facility delivered by Seller to any CAISO administered market, including costs and revenues associated with CAISO dispatches, for each applicable Settlement Interval.

“**CAISO Tariff**” means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.

“**California Renewables Portfolio Standard**” or “**RPS**” means the renewable energy program and policies established by California State Senate Bills 1038 (2002), 1078 (2002), 107 (2008), X-1 2 (2011), 350 (2015), and 100 (2018) as codified in, *inter alia*, California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“**Capacity Attribute**” means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of power that the Facility can generate and deliver to the CAISO Grid at a particular moment and that can be purchased and sold under CAISO market rules, including Resource Adequacy Benefits.

“**Capacity Damages**” has the meaning set forth in Exhibit B.

“**CEC**” means the California Energy Commission or its successor agency.

“**CEC Certification and Verification**” means that the CEC has certified (or, with respect to periods before the Facility has commenced commercial operation (as such term is defined by and according to the CEC), that the CEC has pre-certified) that the Facility is an Eligible Renewable Energy Resource for purposes of the California Renewables Portfolio Standard and that all Energy generated by the Facility qualifies as generation from an Eligible Renewable Energy Resource.

“**Change of Control**” means any circumstance in which Ultimate Parent ceases to own, directly or indirectly through one or more intermediate entities, more than fifty percent (50%) of the outstanding equity interests in Seller; provided that in calculating ownership percentages for all purposes of the foregoing:

(a) any ownership interest in Seller held by Ultimate Parent indirectly through one or more intermediate entities shall not be counted towards Ultimate Parent’s ownership interest in

Seller unless Ultimate Parent directly or indirectly owns more than fifty percent (50%) of the outstanding equity interests in each such intermediate entity; and

(b) ownership interests in Seller owned directly or indirectly by any Lender (including any tax equity provider) shall be excluded from the total outstanding equity interests in Seller.

“**Commercial Operation**” has the meaning set forth in Exhibit B.

“**Commercial Operation Date**” has the meaning set forth in Exhibit B.

“**Commercial Operation Delay Damages**”

“**Compliance Actions**” has the meaning set forth in Section 3.13.

“**Compliance Expenditure Cap**” has the meaning set forth in Section 3.13.

“**Confidential Information**” has the meaning set forth in Section 19.1.

“**Construction Start**” has the meaning set forth in Exhibit B.

“**Construction Start Date**” has the meaning set forth in Exhibit B.

“**Contract Price**” has the meaning set forth on the Cover Sheet.

“**Contract Term**” has the meaning set forth in Section 2.1.

“**Contract Year**” means a period of twelve (12) consecutive months. The first Contract Year shall commence on the Commercial Operation Date and each subsequent Contract Year shall commence on the anniversary of the Commercial Operation Date.

“**Costs**” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace the Agreement; and all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with terminating the Agreement.

“**Cover Sheet**” means the cover sheet to this Agreement, completed by Seller and incorporated into this Agreement.

“**CPUC**” means the California Public Utilities Commission, or successor entity.

“**Credit Rating**” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issuer rating by S&P or Moody’s. If ratings by S&P and Moody’s are not equivalent, the lower rating shall apply.

“Curtailed Energy” means the amount of Energy expressed in MWh that the Facility would have produced and delivered to the Delivery Points for sale hereunder, but that is not produced by the Facility and delivered to the Delivery Points during a Curtailment Period, which amount shall be equal to Buyer’s Share of the result of the equation provided by Seller to reasonably calculate the potential generation of the Facility as a function of Available Capacity, wind speed, and wind direction and using relevant Facility availability, weather and other pertinent data for the period of time during the Curtailment Period less the amount of Metered Energy delivered to the Delivery Points during the Curtailment Period; *provided that*, if the Metered Energy is greater than the calculation of potential generation, then the Curtailed Energy shall be zero (0) MWh.

“Curtailment Order” means any of the following:

(a) CAISO orders, directs, alerts, or provides notice to a Party, including a CAISO Operating Order, to curtail deliveries of Energy from the Facility for the following reasons: (i) any System Emergency, or (ii) any warning of an anticipated System Emergency, or warning of an imminent condition or situation, which jeopardizes CAISO’s electric system integrity or the integrity of other systems to which CAISO is connected;

(b) a curtailment ordered by the Participating Transmission Owner or distribution operator (if interconnected to distribution or sub-transmission system) for reasons including, but not limited to, (i) any situation that affects normal function of the electric system including, but not limited to, any abnormal condition that requires action to prevent circumstances such as equipment damage, loss of load, or abnormal voltage conditions, or (ii) any warning, forecast or anticipation of conditions or situations that jeopardize the Participating Transmission Owner’s electric system integrity or the integrity of other systems to which the Participating Transmission Owner is connected;

(c) a curtailment ordered by CAISO or the Participating Transmission Owner due to scheduled or unscheduled maintenance on the Participating Transmission Owner’s transmission facilities that prevents (i) Buyer from receiving or (ii) Seller from delivering Energy to the Delivery Points; or

(d) a curtailment in accordance with Seller’s obligations under its Interconnection Agreements with the Participating Transmission Owner or distribution operator;

provided, however, that Buyer may not issue any Curtailment Order or any other instruction to curtail or reduce deliveries or output associated with Energy, Scheduled Energy or Metered Energy.

“Curtailment Period” means the period of time, as measured using current Settlement Intervals, during which Seller reduces generation from the Facility pursuant to a Curtailment Order.

“Daily Delay Damages”

“Damage Payment” [REDACTED]

“Day-Ahead LMP” has the meaning set forth in the CAISO Tariff.

“Day-Ahead Market” has the meaning set forth in the CAISO Tariff.

“Day-Ahead Schedule” has the meaning set forth in the CAISO Tariff.

“Deemed Delivered Energy” means the amount of Energy expressed in MWh that the Facility would have produced and delivered to the Delivery Points for sale hereunder, but that is not produced by the Facility and delivered to the Delivery Points during a Market Curtailment Period, which amount shall be equal to Buyer’s Share of the result of the equation provided by Seller to reasonably calculate the potential generation of the Facility as a function of Available Capacity, wind speed, and wind direction and using relevant Facility availability, weather and other pertinent data for the period of time during the Market Curtailment Period less the amount of Metered Energy delivered to the Delivery Points during the Market Curtailment Period; *provided that*, if the Metered Energy is greater than the calculation of potential generation, then the Deemed Delivered Energy shall be zero (0).

“Defaulting Party” has the meaning set forth in Section 11.1(a).

“Deficient Month” has the meaning set forth in Section 4.8(e).

“Delivery Points” means the PNodes designated by the CAISO for the Facility.

“Delivery Term” shall mean the period of twelve (12) Contract Years beginning on the Commercial Operation Date, unless terminated earlier in accordance with the terms and conditions of this Agreement.

“Development Cure Period” has the meaning set forth in Exhibit B.

“Development Security” [REDACTED]

“Early Termination Date” has the meaning set forth in Section 11.2.

“Economic Bid” has the meaning set forth in the CAISO Tariff.

“Effective Date” has the meaning set forth on the Preamble.

“Effective FCDS Date” means the date identified in Seller’s Notice to Buyer (along with a Full Capacity Deliverability Status Finding from CAISO) as the date that the Facility has attained Full Capacity Deliverability Status.

“EIRP Forecast” means the final forecast of the Energy to be produced by the Facility prepared by the CAISO in accordance with the Eligible Intermittent Resources Protocol.

“**Electrical Losses**” means all transmission or transformation losses between each portion of the Facility and the applicable Delivery Point corresponding to such portion of the Facility.

“**Eligible Intermittent Resources Protocol**” has the meaning set forth in the CAISO Tariff.

“**Eligible Renewable Energy Resource**” has the meaning set forth in California Public Utilities Code Section 399.12(e) and California Public Resources Code Section 25741(a), as either code provision is amended or supplemented from time to time.

“**Energy**” means electrical energy, measured in MWh.

“**Event of Default**” has the meaning set forth in Section 11.1.

“**Expected Energy**” has the meaning set forth in Section 4.7.

“**Expected FCDS Date**” means the date set forth in the deliverability Section of the Cover Sheet which is the date the Facility is expected to achieve Full Capacity Deliverability Status.

“**Facility**” has the meaning set forth on the Cover Sheet.

“**FERC**” means the Federal Energy Regulatory Commission or any successor government agency.

“**Financial Close**” means Seller and/or one of its Affiliates has obtained debt and/or equity financing commitments from one or more Lenders sufficient to construct the Facility, including such financing commitments from Seller’s owner(s).

“**Force Majeure Event**” has the meaning set forth in Section 10.1.

“**Forced Facility Outage**” means an unexpected failure of one or more components of the Facility or any outage on the Transmission System that prevents Seller from making power available at one or more of the Delivery Points and that is not the result of a Force Majeure Event.

“**Forward Certificate Transfers**” has the meaning set forth in Section 4.8(a).

“**Full Capacity Deliverability Status**” has the meaning set forth in the CAISO Tariff.

“**Full Capacity Deliverability Status Finding**” means a written confirmation from the CAISO that the Facility is eligible for Full Capacity Deliverability Status.

“**Future Environmental Attributes**” shall mean any and all emissions, air quality or other environmental attributes (other than Green Attributes or Renewable Energy Incentives) under the RPS regulations and/or under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable, now, or in

the future, to the generation of electrical energy by the Facility. Future Environmental Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Facility, (ii) Production Tax Credits associated with the construction or operation of the Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Facility for compliance with local, state, or federal operating and/or air quality permits.

“**Gains**” means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining the economic benefit to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NP-15), all of which should be calculated for the remaining Contract Term, and includes the value of Green Attributes and Capacity Attributes.

“**Governmental Authority**” means any federal, state, provincial, local or municipal government, any political subdivision thereof or any other governmental, congressional or parliamentary, regulatory, or judicial instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law, including CAISO; *provided, however*, that “Governmental Authority” shall not in any event include any Party.

“**Green Attributes**” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Facility, and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy generated by the Facility. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Facility, (ii) production tax credits associated with the construction or operation of the Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the

Facility for compliance with local, state, or federal operating and/or air quality permits. If the Facility is a biomass or landfill gas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Facility.

“Green Tag Reporting Rights” means the right of a purchaser of renewable energy to report ownership of accumulated “green tags” in compliance with and to the extent permitted by applicable Law and include, without limitation, rights under Section 1605(b) of the Energy Policy Act of 1992, and any present or future federal, state or local certification program or emissions trading program, including pursuant to the WREGIS Operating Rules.

“Guaranteed Capacity” means twenty-eight and four-tenths (28.8) MW AC capacity measured at the Delivery Points.

“Guaranteed Commercial Operation Date” has the meaning set forth in Exhibit B.

“Guaranteed Construction Start Date” has the meaning set forth in Exhibit B.

“Guaranteed Energy Production” [REDACTED]

“Imbalance Energy” means the amount of Energy, in any given Settlement Period or Settlement Interval, by which the amount of Metered Energy deviates from the amount of Scheduled Energy.

“Indemnified Party” has the meaning set forth in Section 17.1.

“Indemnifying Party” has the meaning set forth in Section 17.1.

“Initial Synchronization” means the initial delivery of Energy from the Facility to a Delivery Point.

“Installed Capacity” means the actual installed nameplate generating capacity of the Facility less expected Electrical Losses and Station Use, but not to exceed the Guaranteed Capacity, as evidenced by a certificate provided by Seller to Buyer and substantially in the form attached as Exhibit I-2 hereto. [*Note: to be updated*] [Note: to be discussed]

“Interim Deliverability Status” has the meaning set forth in CAISO Tariff.

“Inter-SC Trade” or **“IST”** has the meaning set forth in CAISO Tariff.

“Interconnection Agreements” means the interconnection agreements entered into by Seller or its Affiliates pursuant to which the Facility will be interconnected with the Transmission System, and pursuant to which Seller’s Interconnection Facilities and any other Interconnection Facilities will be constructed, operated and maintained during the Contract Term.

“Interconnection Facilities” means the interconnection facilities, control and protective devices and metering facilities required to connect the Facility with the Transmission System in accordance with the Interconnection Agreements.

“Intercreditor and Collateral Agency Agreement” means that certain Intercreditor and Collateral Agency Agreement, dated as of [LCE: February 28, 2019, by and among River City Bank, as Collateral Agent, the Secured Creditors, and Buyer] [REDACTED]

[REDACTED]

“Interest Rate” has the meaning set forth in Section 8.2.

[REDACTED]

[REDACTED]

“Law” means any applicable law, statute, rule, regulation, decision, writ, order, decree or judgment, permit or any interpretation thereof, promulgated or issued by a Governmental Authority.

“Lender” means, collectively, any Person (i) providing senior or subordinated construction, interim, back leverage or long-term debt, equity or tax equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the Facility, whether that financing or refinancing takes the form of private debt, equity, public debt or any other form (including financing or refinancing provided to a member or other direct or indirect owner of Seller), including any equity or tax equity investor directly or indirectly providing financing or refinancing for the Facility or purchasing equity ownership interests of Seller and/or its Affiliates, and any trustee or agent acting on their behalf, (ii) providing interest rate or commodity protection under an agreement hedging or otherwise mitigating the cost of any of the foregoing obligations and/or (iii) participating in a lease financing (including a sale leaseback or leveraged leasing structure) with respect to the Facility.

“Letter(s) of Credit” means one or more irrevocable, standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a Credit Rating of at least A- with an outlook designation of “stable” from S&P or A3 with an outlook designation of “stable” from Moody’s, in a form substantially similar to the letter of credit set forth in Exhibit K.

3 [REDACTED]

“Local Capacity Area Resources” has the meaning set forth in the CAISO Tariff.

“Locational Marginal Price” or **“LMP”** has the meaning set forth in CAISO Tariff.

“Lockbox Account” has the meaning set forth in the Security Agreement.

“Losses” means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining economic loss to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Contract Term and must include the value of Green Attributes, Capacity Attributes, and Renewable Energy Incentives.

“Lost Output” has the meaning set forth in Exhibit F.

“Market Curtailment Period” means the period of time, as measured using current Settlement Intervals, during which Seller reduces generation from the Facility during a Settlement Period or Settlement Interval in which there is a Negative LMP.

“Master File” has the meaning set forth in the CAISO Tariff.

“Member Lockbox Arrangement” has the meaning set forth in Section 8.11.

“Member Performance Security” means cash or Letter of Credit in a commercially reasonable amount, as agreed by the Parties.⁴ [Note: credit provisions under review]

“Metered Energy” means Buyer’s Share of Energy generated by the Facility expressed in MWh, as recorded by the CAISO Approved Meters and net of all Electrical Losses and Station Use.

“Milestones” means the development activities for significant permitting, interconnection, financing and construction milestones set forth in the Cover Sheet.

“Moody’s” means Moody’s Investors Service, Inc., or its successor.

“MW” means megawatts measured in alternating current.

“MWh” means megawatt-hour measured in alternating current.

“**Negative LMP**” means, in any Settlement Period or Settlement Interval, whether in the Day-Ahead Market or Real-Time Market, the LMP is equal to or less than zero dollars per MWh (\$0/MWh).

“**Net Qualifying Capacity**” or “**NQC**” has the meaning set forth in the CAISO Tariff.

“**Network Upgrades**” has the meaning set forth in CAISO Tariff.

“**Non-Defaulting Party**” has the meaning set forth in Section 11.2.

“**Notice**” shall, unless otherwise specified in the Agreement, mean written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail).

“**Participating Transmission Owner**” or “**PTO**” means an entity that owns, operates and maintains transmission or distribution lines and associated facilities and/or has entitlements to use certain transmission or distribution lines and associated facilities where the Facility is interconnected. For purposes of this Agreement, the Participating Transmission Owner is Southern California Edison Company (“**SCE**”).

“**Party**” has the meaning set forth in the Preamble.

“**Performance Measurement Period**” has the meaning set forth in Section 4.7.

“**Performance Security**” [REDACTED]

“**Permitted Transferee**” means an entity that has, or is controlled by another Person that has, all of the following:

(a) A tangible net worth of not less than [REDACTED] or a Credit Rating of at least BBB- from S&P, BBB- from Fitch, or Baa3 from Moody’s; and

(b) At least two (2) years of experience in the ownership and operations of power generation facilities similar to the Facility, or has retained a third-party with such experience to operate the Facility.

“**Person**” means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, government entity or other entity.

“**PNode**” has the meaning set forth in the CAISO Tariff.

“**Portfolio Content Category**” means PCC1, PCC2 or PCC3, as applicable.

“**Portfolio Content Category 1**” or “**PCC1**” means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource

consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(1), as may be amended from time to time or as further defined or supplemented by Law.

“Portfolio Content Category 2” or **“PCC2”** means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(2), as may be amended from time to time or as further defined or supplemented by Law.

“Portfolio Content Category 3” or **“PCC3”** means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(3), as may be amended from time to time or as further defined or supplemented by Law.

“Product” means (i) Metered Energy, (ii) Green Attributes corresponding to the Metered Energy, and (iii) Buyer’s Share of Capacity Attributes.

“Production Tax Credit” or **“PTC”** means the production tax credit for wind-powered electric generating facilities described in Section 45 of the Internal Revenue Code of 1986, as it may be amended or supplemented from time to time.

“Progress Report” means a progress report including the items set forth in Exhibit G.

“Prudent Operating Practice” means the practices, methods and standards of professional care, skill and diligence engaged in or approved by a significant portion of the electric power industry for facilities of similar size, type, and design, that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with Law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition. Prudent Operating Practices are not necessarily defined as the optimal standard practice method or act to the exclusion of others, but rather refer to a range of actions reasonable under the circumstances.

“Qualified Assignee” means any Person that has (or will contract with a Person that has) competent experience in the operation and maintenance of similar electrical generation systems and is financially capable of performing Seller’s obligations (considering such Person’s own financial wherewithal and that of such Person’s credit support) under this Agreement.

“Qualifying Capacity” has the meaning set forth in the CAISO Tariff.

“RA Deficiency Amount” means the liquidated damages payment that Seller shall pay to Buyer for an applicable RA Shortfall Month as calculated in accordance with Section 3.9(b)

“RA Guarantee Date”

“RA Shortfall Month” means the applicable calendar month within the RA Shortfall Period for purposes of calculating an RA Deficiency Amount under Section 3.9(b).

“RA Shortfall Period” means the period of consecutive calendar months that starts with the calendar month in which the RA Guarantee Date occurs and concludes on the earlier of (i) the second calendar month following the calendar month in which the Effective FCDS Date occurs and (ii) the end of the Delivery Term.

“RA Showing” means the Resource Adequacy Requirements compliance or advisory showings (or similar or successor showings) that Buyer is required to make to the CPUC (and, to the extent authorized by the CPUC, to CAISO), pursuant to the Resource Adequacy Rulings, to CAISO pursuant to the CAISO Tariff, or to any Governmental Authority having jurisdiction.

“Real-Time Market” has the meaning set forth in the CAISO Tariff.

“Remedial Action Plan” has the meaning in Section 2.4.

“Renewable Energy Credit” has the meaning set forth in California Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

“Renewable Energy Incentives” means: (a) all federal, state, or local Tax credits or other Tax benefits associated with the construction, ownership, or production of electricity from the Facility (including credits under Sections 38, 45, 46 and 48 of the Internal Revenue Code of 1986, as amended); (b) any federal, state, or local grants, subsidies or other like benefits relating in any way to the Facility, including a cash grant available under Section 1603 of Division B of the American Recovery and Reinvestment Act of 2009, in lieu of federal Tax credits or any similar or substitute payment available under subsequently enacted federal legislation; and (c) any other form of incentive relating in any way to the Facility that are not a Green Attribute or a Future Environmental Attribute.

“Replacement RA” means Resource Adequacy Benefits, if any, equivalent to those that would have been provided by the Facility with respect to the applicable month in which a RA Deficiency Amount is due to Buyer, and located within the SP 15 EZ Gen Hub and, to the extent that the Facility would have qualified as a Local Capacity Area Resource for such month, described as a Local Capacity Area Resource.

“Resource Adequacy Benefits” means the rights and privileges attached to the Facility that satisfy any entity’s resource adequacy obligations, as those obligations are set forth in CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision and shall include any local, zonal or otherwise locational attributes associated with the Facility.

“Resource Adequacy Requirements” or **“RAR”** means the resource adequacy requirements applicable to Buyer pursuant to the Resource Adequacy Rulings, CAISO pursuant to the CAISO Tariff, or by any other Governmental Authority having jurisdiction.

“Resource Adequacy Rulings” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-04-040, 06-06-064, 06-07-031 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024 and any other existing or subsequent ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, however described, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time throughout the Delivery Term.

“S&P” means the Standard & Poor’s Financial Services, LLC (a subsidiary of The McGraw-Hill Companies, Inc.) or its successor.

“Schedule” means the actions of Seller, Buyer and/or their designated representatives, or Scheduling Coordinators, including each Party’s Transmission Providers, if applicable, of notifying, requesting and confirming to each other and the CAISO the quantity and type of Product to be delivered on any given day or days at a specified Delivery Point.

“Scheduling Infrastructure and Business Rules” or **“SIBR”** has the meaning set forth in the CAISO Tariff.

“Scheduled Energy” means Buyer’s Share of the Energy scheduled by Seller that clears the applicable CAISO market.

“Scheduling Coordinator” or **“SC”** means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in “Responsibilities of a Scheduling Coordinator,” of the CAISO Tariff, as amended from time to time.

“Security Agreement” means the Security Agreement, dated as of [LCE: February 28, 2019] [REDACTED] between Buyer and Collateral Agent, as collateral agent for the benefit of the Secured Creditors, or any successor agreement generally available to Buyer’s creditors.⁵ [REDACTED]

[REDACTED] [Note: credit provisions under review]

“Self-Schedule” has the meaning set forth in the CAISO Tariff.

“Seller” has the meaning set forth on the Cover Sheet.

“Seller’s Security Interest” has the meaning set forth in Section 8.12.

“Seller’s WREGIS Account” has the meaning set forth in Section 4.8(a).

“Settlement Amount” means the Non-Defaulting Party’s Costs and Losses, on the one hand, netted against its Gains, on the other. If the Non-Defaulting Party’s Costs and Losses exceed its Gains, then the Settlement Amount shall be an amount owing to the Non-Defaulting Party. If

⁵ For LCE [REDACTED]

⁶ [REDACTED]

the Non-Defaulting Party's Gains exceed its Costs and Losses, then the Settlement Amount shall be zero dollars (\$0). The Settlement Amount does not include consequential, incidental, punitive, exemplary or indirect or business interruption damages.

“Settlement Interval” has the meaning set forth in the CAISO Tariff.

“Settlement Period” has the meaning set forth in the CAISO Tariff, which as of the Effective Date is the period beginning at the start of the hour and ending at the end of the hour.

“Settlement Point” means [INSERT APPLICABLE PNODE AT WINDHUB].

“Site” means the real property on which the Facility is or will be located, as further described in Exhibit A, and as shall be updated by Seller at the time Seller provides an executed Construction Start Date Certificate to Buyer, in substantially the form of the Form of Construction Start Date Certificate in Exhibit J.

“Site Control” means that, for the Contract Term, Seller (or, prior to the Delivery Term, its Affiliate): (a) owns or has the option to purchase the Site; (b) is the lessee or has the option to lease the Site; or (c) is the holder of an easement or an option for an easement, right-of-way grant, or similar instrument with respect to the Site.

“Station Use” means:

(a) The Energy produced by the Facility that is used within the Facility to power the lights, motors, control systems and other electrical loads that are necessary for operation of the Facility; and

(b) The Energy produced by the Facility that is consumed within the Facility's electric energy distribution system as losses.

“System Emergency” means any condition that: (a) requires, as determined and declared by CAISO or the PTO, automatic or immediate action to (i) prevent or limit harm to or loss of life or property, (ii) prevent loss of transmission facilities or generation supply in the immediate vicinity of the Facility, or (iii) to preserve Transmission System reliability, and (b) directly affects the ability of any Party to perform under any term or condition in this Agreement, in whole or in part.

“Tax” or **“Taxes”** means all U.S. federal, state and local and any foreign taxes, levies, assessments, surcharges, duties and other fees and charges of any nature imposed by a Governmental Authority, whether currently in effect or adopted during the Contract Term, including ad valorem, excise, franchise, gross receipts, import/export, license, property, sales and use, stamp, transfer, payroll, unemployment, income, and any and all items of withholding, deficiency, penalty, additions, interest or assessment related thereto.

“Termination Payment” has the meaning set forth in Section 11.3.

“Terminated Transaction” has the meaning set forth in Section 11.2.

“**Test Energy**” means the Metered Energy delivered (a) commencing on the later of (i) the first date that the CAISO informs Seller in writing that Seller may deliver Energy from the Facility to the CAISO and (ii) the first date that the PTO informs Seller in writing that Seller has conditional or temporary permission to parallel and (b) ending upon the occurrence of the Commercial Operation Date.

“**Transmission Provider**” means any entity or entities transmitting or transporting the Product on behalf of Seller or Buyer to or from the Delivery Points.

“**Transmission System**” means the transmission facilities operated by the CAISO, now or hereafter in existence, which provide energy transmission service downstream from the Delivery Points.

“**Ultimate Parent**” means Terra-Gen, LLC, which as of the Effective Date directly or indirectly owns more than fifty percent (50%) of the outstanding equity interests in Seller.

“**Variable Energy Resource**” or “**VER**” has the meaning set forth in the CAISO Tariff.

“**WECC**” means the Western Electricity Coordinating Council or its successor.

“**WREGIS**” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

“**WREGIS Certificate Deficit**” has the meaning set forth in Section 4.8(e).

“**WREGIS Certificates**” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.

“**WREGIS Operating Rules**” means those operating rules and requirements adopted by WREGIS as of December 2010, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

1.2 **Rules of Interpretation.** In this Agreement, except as expressly stated otherwise or unless the context otherwise requires:

(a) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders;

(c) the words “hereof”, “herein”, and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) a reference to an Article, Section, paragraph, clause, Party, or Exhibit is a reference to that Section, paragraph, clause of, or that Party or Exhibit to, this Agreement unless otherwise specified;

(e) a reference to a document or agreement, including this Agreement shall mean such document, agreement or this Agreement including any amendment or supplement to, or replacement, novation or modification of this Agreement, but disregarding any amendment, supplement, replacement, novation or modification made in breach of such document, agreement or this Agreement;

(f) a reference to a Person includes that Person's successors and permitted assigns;

(g) the term "including" means "including without limitation" and any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

(h) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

(i) in the event of a conflict, a mathematical formula or other precise description of a concept or a term shall prevail over words providing a more general description of a concept or a term;

(j) references to any amount of money shall mean a reference to the amount in United States Dollars;

(k) the expression "and/or" when used as a conjunction shall connote "any or all of";

(l) words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning in Prudent Operating Practice shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Prudent Operating Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings; and

(m) each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

ARTICLE 2 TERM; CONDITIONS PRECEDENT

2.1 Contract Term.

(a) The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until the conclusion of the Delivery Term, subject to any early termination provisions and any contract term extension provisions set forth herein ("Contract Term").

(b) Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination. The confidentiality obligations of the Parties under Article 19 shall remain in full force and effect for two (2) years following the termination of this Agreement, and all indemnity and audit rights shall remain in full force and effect for one (1) year following the termination of this Agreement.

2.2 **Conditions Precedent.** The Delivery Term shall not commence until Seller completes to Buyer's reasonable satisfaction each of the following conditions:

(a) Seller shall have delivered to Buyer a completion certificate from a licensed professional engineer substantially in the form of Exhibit I-1;

(b) A Participating Generator Agreement and a Meter Service Agreement between Seller and CAISO shall have been executed and delivered and be in full force and effect, and a copy of each such agreement delivered to Buyer;

(c) Interconnection Agreements between Seller or its Affiliates and the PTO for the Facility shall have been executed and delivered and be in full force and effect and a copy of the Interconnection Agreements delivered to Buyer;

(d) All applicable regulatory authorizations, approvals and permits for the operation of the Facility have been obtained and all conditions thereof have been satisfied and shall be in full force and effect;

(e) Seller has received the requisite pre-certification of the CEC Certification and Verification;

(f) Seller (with the reasonable participation of Buyer) shall have completed all applicable WREGIS registration requirements, including the completion and submittal of all applicable registration forms and supporting documentation, which may include applicable interconnection agreements, informational surveys related to the Facility, QRE service agreements, and other appropriate documentation required to effect Facility registration with WREGIS and to enable Renewable Energy Credit transfers related to the Facility within the WREGIS system or have completed any other requirements relating to the Facility and required prior to the Commercial Operation Date to enable Buyer to fulfill its RPS requirements;

(g) Seller has delivered and maintained the Development Security with Buyer, if Seller elects to maintain its Development Security with Buyer in order to satisfy its Performance Security requirements hereunder; *provided*, that Seller may, instead of maintaining the Development Security, provide a form of Performance Security which differs from the form of Development Security up to and no later than ten (10) days following the Commercial Operation Date; and

(h) Seller has paid Buyer for all Daily Delay Damages and Commercial Operation Delay Damages owing under this Agreement, if any.

2.3 **Progress Reports.** The Parties agree time is of the essence in regard to the Agreement. Within fifteen (15) days after the close of (i) each calendar quarter from the first calendar quarter following the Effective Date until the Construction Start Date, and (ii) each calendar month from the first calendar month following the Construction Start Date until the Commercial Operation Date, Seller shall provide to Buyer a Progress Report and agree to regularly scheduled meetings between representatives of Buyer and Seller to review such monthly reports and discuss Seller's construction progress. The form of the Progress Report is set forth in Exhibit G. Seller shall also provide Buyer with any reasonable requested documentation (subject to confidentiality restrictions) directly related to the achievement of Milestones within ten (10) Business Days of receipt of such request by Seller.

2.4 **Remedial Action Plan.** If Seller misses three (3) or more Milestones, or misses any one (1) by more than ninety (90) days, except to the extent due to Force Majeure or Buyer Default, Seller shall submit to Buyer, within ten (10) Business Days of such missed Milestone completion date (or the ninetieth (90th) day after the missed Milestone completion date, as applicable), a remedial action plan ("**Remedial Action Plan**"), which will describe in detail any delays (actual or anticipated) beyond the scheduled Milestone dates, including the cause of the delay (e.g., governmental approvals, financing, property acquisition, design activities, equipment procurement, project construction, interconnection, or any other factor), Seller's detailed description of its proposed course of action to achieve the missed Milestones and all subsequent Milestones by the Guaranteed Commercial Operation Date; provided, that delivery of any Remedial Action Plan shall not relieve Seller of its obligation to provide Remedial Action Plans with respect to any subsequent Milestones and to achieve the Guaranteed Commercial Operation Date in accordance with the terms of this Agreement. If the missed Milestone(s) is not the Guaranteed Construction Start Date or the Guaranteed Commercial Operation Date, and so long as Seller complies with its obligations under this Section 2.4, then Seller shall not be considered in default of its obligations under this Agreement as a result of missing such Milestone(s).

ARTICLE 3 PURCHASE AND SALE

3.1 **Sale of Product.** Subject to the terms and conditions of this Agreement, during the Delivery Term Seller shall sell and deliver to Buyer, and Buyer shall purchase and receive from Seller at the applicable prices identified in Section 3.3, all of the Product produced by or associated with the Facility. At its sole discretion, Buyer may during the Delivery Term re-sell or use for another purpose all or a portion of the Product, provided that such resale or use for another purpose will not relieve Buyer of any of its obligations under this Agreement. Subject to Sections 3.3 and 4.1, Buyer has no obligation to purchase from Seller any Product that is not or cannot be delivered to a Delivery Point as a result of any circumstance, including, an outage of the Facility, a Force Majeure Event, Negative LMPs, or a Curtailment Order.

3.2 **Sale of Green Attributes.** During the Delivery Term, Seller shall sell and deliver to Buyer, and Buyer shall purchase and receive from Seller, all of the Green Attributes, attributable to the Metered Energy produced by the Facility.

3.3 **Compensation.**

(a) During the Delivery Term, Buyer shall pay Seller the following amounts for each MWh of Metered Energy during a Contract Year [REDACTED] of the amount of Expected Energy for such Contract Year:

(i) [REDACTED]

(ii) Intentionally omitted.

(b) During the Delivery Term, Buyer shall pay Seller the following amounts for each MWh of Metered Energy [REDACTED]

(i) For each MWh of Metered Energy in each Settlement Interval, zero dollars per MWh (\$0/MWh); and

(ii) Intentionally omitted.

(c) If during any Settlement Interval, Seller generates Product amounts in excess of Buyer's Share of the Installed Capacity, then the price applicable to all such excess MWh in such Settlement Interval shall be zero dollars per MWh (\$0/MWh).

(d) During the Delivery Term, Seller shall receive no compensation from Buyer for Curtailed Energy or Metered Energy that is delivered in violation of a Curtailment Order.

3.4 **Imbalance Energy.** Seller shall use commercially reasonable efforts to deliver the Scheduled Energy. Buyer and Seller recognize that in any given Settlement Period the amount of Metered Energy may deviate from the amount of Scheduled Energy and that to the extent there are such deviations, and costs or revenues from such imbalances shall be solely for the account of Seller.

3.5 **Ownership of Renewable Energy Incentives.** Seller shall have all right, title and interest in and to all Renewable Energy Incentives. Buyer acknowledges that any Renewable Energy Incentives belong to Seller. If any Renewable Energy Incentives, or values representing the same, are initially credited or paid to Buyer, Buyer shall cause such Renewable Energy Incentives or values relating to same to be assigned or transferred to Seller without delay. Buyer shall reasonably cooperate with Seller, at Seller's sole expense, in Seller's efforts to meet the requirements for any certification, registration, or reporting program relating to Renewable Energy Incentives.

3.6 **Future Environmental Attributes.**

(a) The Parties acknowledge and agree that as of the Effective Date, environmental attributes sold under this Agreement are restricted to Green Attributes associated with Metered Energy; however, Future Environmental Attributes may be created by a Governmental Authority through Laws enacted after the Effective Date. Subject to the final sentence of this Section 3.6(a), in such event, Buyer shall bear all costs associated with the transfer, qualification, verification, registration and ongoing compliance for Buyer's Share of such Future Environmental Attributes, but there shall be no increase in the Contract Price. Upon Seller's receipt of Notice from Buyer of Buyer's intent to claim Buyer's Share of such Future Environmental Attributes, the Parties shall determine the necessary actions and additional costs associated with such Future Environmental Attributes. Seller shall have no obligation to alter the Facility or the operation of the Facility unless the Parties have agreed on all necessary terms and conditions relating to such alteration or change in operation and Buyer has agreed to reimburse Seller for all costs associated with such alteration or change in operation.

(b) If Buyer elects to receive Buyer's Share of Future Environmental Attributes pursuant to Section 3.6(a), the Parties agree to negotiate in good faith with respect to the development of further agreements and documentation necessary to effectuate the transfer of such Future Environmental Attributes, including agreement with respect to (i) appropriate transfer, delivery and risk of loss mechanisms, and (ii) appropriate allocation of any additional costs, as set forth above; *provided*, that the Parties acknowledge and agree that such terms are not intended to alter the other material terms of this Agreement.

3.7 **Test Energy.** Prior to the Commercial Operation Date, Buyer will have no obligation to purchase and Seller will have the right to sell all or any portion of the Product, including any Test Energy, to one or more third parties and retain all resulting revenue.

3.8 **Capacity Attributes.** Seller shall request Full Capacity Deliverability Status in the CAISO generator interconnection process. Seller shall be responsible for the cost and installation of any Network Upgrades associated with obtaining such Full Capacity Deliverability Status.

(a) Throughout the Delivery Term, subject to Section 3.13, Seller grants, pledges, assigns and otherwise commits to Buyer all of Buyer's Share of the Capacity Attributes from the Facility.

(b) Throughout the Delivery Term, Seller shall use commercially reasonable efforts to maintain eligibility for Full Capacity Deliverability Status or Interim Deliverability Status for the Facility from the CAISO and shall perform all actions necessary to ensure that the Facility qualifies to provide Resource Adequacy Benefits to Seller.

(c) Throughout the Delivery Term, Seller hereby covenants and agrees to transfer all Buyer's Share of Resource Adequacy Benefits to Buyer.

(d) For the duration of the Delivery Term, Seller shall take all commercially reasonable actions, including complying with all applicable registration and reporting requirements, and execute any and all documents or instruments necessary to enable Buyer to use all of the Capacity Attributes committed by Seller to Buyer pursuant to this Agreement.

3.9 **Resource Adequacy Failure.**

(a) **RA Deficiency Determination.** Notwithstanding Seller's obligations set forth in Section 4.3 or anything to the contrary herein, the Parties acknowledge and agree that if Seller is unable to obtain the deliverability type selected on the Cover Sheet by the RA Guarantee Date, then Seller shall pay to Buyer the RA Deficiency Amount for each RA Shortfall Month as liquidated damages due to Buyer for the Capacity Attributes that Seller failed to convey to Buyer.

(b) **RA Deficiency Amount Calculation.** Commencing on the Commercial Operation Date, for each RA Shortfall Month, Seller shall pay to Buyer an amount (the "**RA Deficiency Amount**") equal to the product of (i) the difference, expressed in kW, of the Qualifying Capacity of the Facility for such month, minus the Net Qualifying Capacity of the Facility for such month,

[REDACTED] provided that Seller may, as an alternative to paying RA Deficiency Amounts, provide Replacement RA in the amount of (X) the Qualifying Capacity of the Facility with respect to such month, minus (Y) the Net Qualifying Capacity of the Facility with respect to such month, provided that any Replacement RA capacity is communicated by Seller to Buyer with Replacement RA product information in a written notice substantially in the form of Exhibit L at least 50 Business Days before the applicable CPUC operating month for the purpose of monthly RA reporting.

3.10 **CEC Certification and Verification.** Subject to Section 3.13, Seller shall take all necessary steps including, but not limited to, making or supporting timely filings with the CEC to obtain and maintain CEC Certification and Verification for the Facility throughout the Delivery Term, including compliance with all applicable requirements for certified facilities set forth in the *RPS Eligibility Guidebook, Ninth Edition* (or its successor). Seller must promptly notify Buyer and the CEC of any changes to the information included in Seller's application for CEC Certification and Verification for the Facility.

3.11 **Eligibility.** Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Facility qualifies and is certified by the CEC as an Eligible Renewable Energy Resource as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Facility's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. The term "commercially reasonable efforts" as used in this Section 3.11 means efforts consistent with and subject to Section 3.13.

3.12 **California Renewables Portfolio Standard.** Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially

reasonable efforts to comply with such change in law. Subject to Section 3.13, Seller shall also take all other actions necessary to ensure that the Energy produced from the Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by the CPUC or CEC from time to time.

3.13 **Compliance Expenditure Cap.** If Seller establishes to Buyer's reasonable satisfaction that a change in Laws occurring after the Effective Date has increased Seller's cost above the cost that could reasonably have been contemplated as of the Effective Date to take all actions to comply with Seller's obligations under the Agreement with respect to obtaining, maintaining, conveying or effectuating Buyer's use of (as applicable), the items listed in Sections 3.13(a), (b) and (c), then the Parties agree that the maximum amount of costs and expenses Seller shall be required to bear during the Delivery Term shall be capped at [REDACTED]

(**Compliance Expenditure Cap**):

- (a) CEC Certification and Verification;
- (b) Green Attributes; and
- (c) Capacity Attributes.

Any actions required for Seller to comply with its obligations set forth in the first paragraph above, the cost of which will be included in the Compliance Expenditure Cap, shall be referred to collectively as the "**Compliance Actions.**"

If Seller reasonably anticipates the need to incur out-of-pocket expenses in excess of the Compliance Expenditure Cap in order to take any Compliance Action Seller shall provide Notice to Buyer of such anticipated out-of-pocket expenses.

Buyer will have sixty (60) days to evaluate such Notice (during which time period Seller is not obligated to take any Compliance Actions described in the Notice) and shall, within such time, either (1) agree to reimburse Seller for all or some portion of the costs that exceed the Compliance Expenditure Cap (such Buyer-agreed upon costs, the "**Accepted Compliance Costs**"), or (2) waive Seller's obligation to take such Compliance Actions, or any part thereof for which Buyer has not agreed to reimburse Seller. If Buyer does not respond to a Notice given by Seller under this Section 3.13 within sixty (60) days after Buyer's receipt of same, Buyer shall be deemed to have waived its rights to require Seller to take the Compliance Actions that are the subject of the Notice, and Seller shall have no further obligation to take, and no liability for any failure to take, these Compliance Actions for the remainder of the Term.

If Buyer agrees to reimburse Seller for the Accepted Compliance Costs, then Seller shall take such Compliance Actions covered by the Accepted Compliance Costs as agreed upon by the Parties and Buyer shall reimburse Seller for Seller's actual costs to effect the Compliance Actions, not to exceed the Accepted Compliance Costs, within sixty (60) days from the time that Buyer receives an invoice and documentation of such costs from Seller.

ARTICLE 4
OBLIGATIONS AND DELIVERIES

4.1 Delivery.

(a) Energy. The Energy generated by the Facility shall be scheduled with the CAISO by Seller (or Seller's designated Scheduling Coordinator).

(b) Green Attributes. Seller hereby provides and conveys all Green Attributes associated with the Metered Energy as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to Buyer's Share of all Green Attributes from the Facility, and Seller agrees to convey and hereby conveys Buyer's Share of all such Green Attributes to Buyer as included in the delivery of the Product from the Facility.

4.2 Title and Risk of Loss.

(a) Energy. Title to and risk of loss related to the Metered Energy shall pass and transfer from Seller to Buyer at the Delivery Points.

(b) Green Attributes. Title to and risk of loss related to the Green Attributes associated with the Metered Energy shall pass and transfer from Seller to Buyer upon the transfer of such Green Attributes in accordance with WREGIS.

4.3 Scheduling Coordinator Responsibilities.

(a) Seller to be Scheduling Coordinator. During the Delivery Term Seller shall be its own Scheduling Coordinator or designate a qualified third party to provide Scheduling Coordinator services with the CAISO to Schedule and deliver the Product to the Delivery Points. Each Party shall perform all scheduling and transmission activities in compliance with (i) the CAISO Tariff, (ii) WECC scheduling practices, and (iii) Prudent Operating Practice. The Parties agree to communicate and cooperate as necessary in order to address any scheduling or settlement issues as they may arise, and to work together in good faith to resolve them in a manner consistent with the terms of the Agreement.

(b) CAISO Market Participation. During the Delivery Term Seller, as the party responsible for all Scheduling Coordinator activities and Imbalance Energy risk with respect to the Facility, shall have the right, but not the obligation, at Seller's sole discretion to submit Economic Bids or Self-Schedules into the Day-Ahead Market or the Real-Time Market based on the VER forecast, its equivalent or any successor, provided by the CAISO; or other forecast as developed by Seller, so long as such Day-Ahead Market or Real-Time Market participation is conducted in accordance with this Agreement and the CAISO Tariff, including any requirements to remain in the VER program, its equivalent or any successor.

(c) CAISO Costs and Revenues. Seller shall be responsible for all CAISO Costs and shall be entitled to all CAISO Revenues (including credits and other payments) as the Scheduling Coordinator for the Facility; provided, that, any net costs or charges assessed by the CAISO which are due to a Buyer Default shall be Buyer's responsibility. The Parties agree that any Availability Incentive Payments are for the benefit of the Seller and for Seller's account and

that any Non-Availability Charges or other CAISO charges associated with the Facility not providing sufficient Resource Adequacy capacity are the responsibility of the Seller and for Seller's account. In addition, if during the Delivery Term the CAISO implements or has implemented any sanction or penalty related to scheduling, outage reporting, or generator operation, the cost of such sanctions or penalties arising from the scheduling, outage reporting, or generator operation of the Facility shall be the Seller's responsibility.

(d) Future Changes to Scheduling Protocols. During the Delivery Term, the Parties agree to discuss in good faith requested changes by either Party to the CAISO scheduling procedures set forth in this Agreement, including the possibility of incorporating Inter-SC Trades in the Day-Ahead Market.

4.4 **Forecasting**. Seller shall provide the Available Capacity forecasts described below. Seller's Available Capacity forecasts shall include availability for the Facility. Seller shall use commercially reasonable efforts to forecast the Available Capacity of the Facility accurately and to transmit such information in a format reasonably acceptable to Buyer (or Buyer's designee).

(a) Annual Forecast of Available Capacity. No less than forty-five (45) days before (i) the first day of the first Contract Year of the Delivery Term and (ii) the beginning of each calendar year for every subsequent Contract Year during the Delivery Term, Seller shall provide a non-binding forecast of each month's average-day expected Metered Energy, by hour, for the following calendar year in a form reasonably acceptable to Buyer.

(b) Monthly Forecast of Available Capacity. No less than thirty (30) days before the beginning of Commercial Operation, and thereafter ten (10) Business Days before the beginning of each month during the Delivery Term, Seller shall provide to Buyer and Buyer's designee (if applicable) a non-binding forecast of the hourly Available Capacity for each day of the following month in a form reasonably acceptable to Buyer.

4.5 **Reserved**.

4.6 **Reduction in Delivery Obligation**. For the avoidance of doubt, and in no way limiting Section 3.1 or Exhibit F:

(a) Facility Maintenance. Seller shall be permitted to reduce deliveries of Product during any period of scheduled maintenance on the Facility previously agreed to between Buyer and Seller.

(b) Forced Facility Outage. Seller shall be permitted to reduce deliveries of Product during any Forced Facility Outage. Seller shall provide Buyer with Notice and expected duration (if known) of any Forced Facility Outage.

(c) System Emergencies and other Interconnection Events. Seller shall be permitted to reduce deliveries of Product during any period of System Emergency, or upon Notice of a Curtailment Order, or pursuant to the terms of this Agreement, the Interconnection Agreements or applicable tariff.

(d) Force Majeure Event. Seller shall be permitted to reduce deliveries of Product during any Force Majeure Event.

(e) Buyer Default. Seller shall be permitted to reduce deliveries of Product during any period in which there is a Buyer Default.

(f) Negative LMP. Seller shall be permitted, but not obligated, in its sole discretion to reduce deliveries of Product during any period in which there is a Negative LMP.

(g) Health and Safety. Seller shall be permitted to reduce deliveries of Product as necessary to maintain health and safety pursuant to Section 6.2.

4.7 **Expected Energy and Guaranteed Energy Production**. The quantity of Energy (with associated Product) that Seller expects to be able to deliver to Buyer during each Contract Year is set forth on the Cover Sheet (“**Expected Energy**”). During the Delivery Term, Seller shall be required to deliver to Buyer no less than the Guaranteed Energy Production (as defined below) in any period of two (2) consecutive Contract Years during the Delivery Term (“**Performance Measurement Period**”). “**Guaranteed Energy Production**” means an amount of Product, as measured in MWh, equal to one-hundred fifty percent (150%) of the Expected Energy. Seller shall be excused from achieving the Guaranteed Energy Production during any Performance Measurement Period only to the extent of any Force Majeure Events, Buyer’s failure to perform, Market Curtailment Periods, and Curtailment Orders. For purposes of determining whether Seller has achieved the Guaranteed Energy Production, Seller shall be deemed to have delivered to Buyer the Product in the amount equal to the sum of: (a) Adjusted Energy Production during such Performance Measurement Period; plus (b) the amount of Energy during such Performance Measurement Period with respect to which Seller has already paid liquidated damages in accordance with Exhibit F. If Seller fails to achieve the Guaranteed Energy Production amount in any Performance Measurement Period, Seller shall pay Buyer damages calculated in accordance with Exhibit F; *provided* that Seller may, as an alternative, provide Replacement Product (as defined in Exhibit F) delivered to the PNode corresponding the electric generating facility producing such Replacement Product within ninety (90) days after the conclusion of the applicable Performance Measurement Period, provided that such deliveries do not impose additional costs upon Buyer. On a day ahead basis, Seller shall provide a notice via e-mail to Buyer at [INSERT EMAIL] (or such other Buyer email address as Buyer may provide to Seller from time to time) identifying the electric generating facility(ies) that will provide Replacement Product for the following day and the volume of Replacement Product to be provided by each such facility, which may be expressed as a percentage of the applicable facility’s output. Buyer will pay Seller for all such Replacement Product provided pursuant to this Section 4.7 at the rates specified for Metered Energy in Section 3.3(a) [if delivered from the Facility, and if not delivered from the Facility, the price shall be ██████████], where (x) “**Index**” means the CAISO LMP applicable to the energy delivered by the electric generating facility providing the Replacement Product, and (y) Seller, or the Scheduling Coordinator for the electric generating facility providing the Replacement Product, will receive compensation directly from the CAISO for energy associated with the Replacement Product that is scheduled to the CAISO in real-time on Buyer’s behalf, and the Parties acknowledge and agree that Seller is entitled to retain all such CAISO compensation as full payment for the Index component of the price for Replacement Product delivered from an electric generating Facility other than the Facility]. [Note: Parties to discuss deliveries of Replacement

Product from the Facility.]

4.8 **WREGIS.** Seller shall, at its sole expense, but subject to Section 3.13, take all actions and execute all documents or instruments necessary to ensure that all WREGIS Certificates associated with all Renewable Energy Credits corresponding to all Metered Energy are issued and tracked for purposes of satisfying the requirements of the California Renewables Portfolio Standard and transferred in a timely manner to Buyer for Buyer's sole benefit. Seller shall transfer the Renewable Energy Credits to Buyer. Seller shall comply with all Laws, including the WREGIS Operating Rules, regarding the certification and transfer of such WREGIS Certificates to Buyer and Buyer shall be given sole title to all such WREGIS Certificates. Seller shall be deemed to have satisfied the warranty in Section 4.8(g), provided that Seller fulfills its obligations under Sections 4.8(a) through (g) below. In addition:

(a) Prior to the Commercial Operation Date, Seller shall register the Facility with WREGIS and establish an account with WREGIS ("**Seller's WREGIS Account**"), which Seller shall maintain until the end of the Delivery Term. Seller shall transfer the WREGIS Certificates using "**Forward Certificate Transfers**" (as described in the WREGIS Operating Rules) from Seller's WREGIS Account to the WREGIS account(s) of Buyer or the account(s) of a designee that Buyer identifies by Notice to Seller ("**Buyer's WREGIS Account**"). Seller shall be responsible for all expenses associated with registering the Facility with WREGIS, establishing and maintaining Seller's WREGIS Account, paying WREGIS Certificate issuance and transfer fees, and transferring WREGIS Certificates from Seller's WREGIS Account to Buyer's WREGIS Account.

(b) Seller shall cause Forward Certificate Transfers to occur on a monthly basis in accordance with the certification procedure established by the WREGIS Operating Rules. Since WREGIS Certificates will only be created for whole MWh amounts of Energy generated, any fractional MWh amounts (i.e., kWh) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate.

(c) Seller shall, at its sole expense, ensure that the WREGIS Certificates for a given calendar month correspond with the Metered Energy for such calendar month as evidenced by the Facility's metered data.

(d) Due to the ninety (90) day delay in the creation of WREGIS Certificates relative to the timing of invoice payment under Section 8.2, Buyer shall make an invoice payment for a given month in accordance with Section 8.2 before the WREGIS Certificates for such month are formally transferred to Buyer in accordance with the WREGIS Operating Rules and this Section 4.8. Notwithstanding this delay, Buyer shall have all right and title to all such WREGIS Certificates upon payment to Seller in accordance with Section 8.2.

(e) A "**WREGIS Certificate Deficit**" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the Metered Energy for the same calendar month ("**Deficient Month**"). If any WREGIS Certificate Deficit is caused, or the result of any action or inaction by Seller, then the amount of Metered Energy in the Deficient Month shall be reduced by three times the amount of the WREGIS Certificate Deficit for purposes of calculating Buyer's payment to Seller under Article 8 and the Guaranteed Energy Production

for the applicable Performance Measurement Period; provided, however, that such adjustment shall not apply to the extent that Seller provides Replacement Product (as defined in Exhibit F) delivered to SP 15 or NP 15 EZ Gen Hub within ninety (90) days of the Deficient Month (i) upon a schedule reasonably acceptable to Buyer and (ii) provided that such deliveries do not impose additional costs upon Buyer. Without limiting Seller's obligations under this Section 4.8, if a WREGIS Certificate Deficit is caused solely by an error or omission of WREGIS, the Parties shall cooperate in good faith to cause WREGIS to correct its error or omission.

(f) If WREGIS changes the WREGIS Operating Rules after the Effective Date or applies the WREGIS Operating Rules in a manner inconsistent with this Section 4.8 after the Effective Date, the Parties promptly shall modify this Section 4.8 as reasonably required to cause and enable Seller to transfer to Buyer's WREGIS Account a quantity of WREGIS Certificates for each given calendar month that corresponds to the Metered Energy in the same calendar month.

(g) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in WREGIS will be taken prior to the first delivery under the contract.

ARTICLE 5 TAXES

5.1 **Allocation of Taxes and Charges.** Seller shall pay or cause to be paid all Taxes on or with respect to the Facility or on or with respect to the sale and making available of Product to Buyer, that are imposed on Product prior to the Delivery Points. Buyer shall pay or cause to be paid all Taxes on or with respect to the delivery to and purchase by Buyer of Product that are imposed on Product at and from the Delivery Points (other than withholding or other Taxes imposed on Seller's income, revenue, receipts or employees). If a Party is required to remit or pay Taxes that are the other Party's responsibility hereunder, such Party shall promptly pay the Taxes due and then seek and receive reimbursement from the other for such Taxes. In the event any sale of Product hereunder is exempt from or not subject to any particular Tax, Buyer shall provide Seller with all necessary documentation within thirty (30) days after the Effective Date to evidence such exemption or exclusion. If Buyer does not provide such documentation, then Buyer shall indemnify, defend, and hold Seller harmless from any liability with respect to Taxes from which Buyer claims it is exempt.

5.2 **Cooperation.** Each Party shall use reasonable efforts to implement the provisions of and administer this Agreement in accordance with the intent of the Parties to minimize all Taxes, so long as no Party is materially adversely affected by such efforts. The Parties shall cooperate to minimize Tax exposure; *provided, however*, that neither Party shall be obligated to incur any financial or operational burden to reduce Taxes for which the other Party is responsible hereunder without receiving due compensation therefor from the other Party. All Energy delivered by Seller to Buyer hereunder shall be a sale made at wholesale, with Buyer reselling such Energy.

ARTICLE 6 MAINTENANCE OF THE FACILITY

6.1 **Maintenance of the Facility.** Seller shall comply with Law and Prudent Operating Practice relating to the operation and maintenance of the Facility and the generation and sale of Product.

6.2 **Maintenance of Health and Safety.** Seller shall take reasonable safety precautions with respect to the operation, maintenance, repair and replacement of the Facility. If Seller becomes aware of any circumstances relating to the Facility that create an imminent risk of damage or injury to any Person or any Person's property, Seller shall take prompt, reasonable action to prevent such damage or injury and shall give Buyer's emergency contact identified on Exhibit D Notice of such condition. Such action may include disconnecting and removing all or a portion of the Facility, or suspending the supply of Energy to Buyer.

6.3 **Shared Facilities.** The Parties acknowledge and agree that certain of the Interconnection Facilities, and Seller's rights and obligations under the Interconnection Agreements, may be subject to certain shared facilities and/or co-tenancy agreements to be entered into among Seller, the Participating Transmission Owner, Seller's Affiliates, and/or third parties pursuant to which certain Interconnection Facilities may be subject to joint ownership and shared maintenance and operation arrangements; *provided* that such agreements (i) shall permit Seller to perform or satisfy, and shall not purport to limit, its obligations hereunder and (ii) provide for separate metering of the Facility.

ARTICLE 7 METERING

7.1 **Metering.** Seller shall measure the amount of Metered Energy produced by the Facility using CAISO Approved Meters, using a CAISO-approved methodology. Subject to meeting any applicable CAISO requirements, such meters may be installed on the low voltage side or high voltage side of the Facility's transformers and maintained at Seller's cost. The meters shall be kept under seal, such seals to be broken only when the meters are to be tested, adjusted, modified or relocated. In the event that Seller breaks a seal, Seller shall notify Buyer as soon as practicable. In addition, Seller hereby agrees to provide all meter data to Buyer in a form reasonably acceptable to Buyer, and consents to Buyer obtaining from CAISO the CAISO meter data applicable to the Facility and all inspection, testing and calibration data and reports. Seller and Buyer, or Seller's Scheduling Coordinator, shall cooperate to allow both Parties to retrieve the meter reads from the CAISO Operational Meter Analysis and Reporting (OMAR) web and/or directly from the CAISO meters at the Facility.

7.2 **Meter Verification.** Annually, if Seller has reason to believe there may be a meter malfunction, or upon Buyer's reasonable request, Seller shall test the meters. The tests shall be conducted by independent third parties qualified to conduct such tests. Buyer shall be notified seven (7) days in advance of such tests and have a right to be present during such tests. If a meter is inaccurate it shall be promptly repaired or replaced. If a meter is inaccurate by more than one percent (1%) and it is not known when the meter inaccuracy commenced (if such evidence exists such date will be used to adjust prior invoices), then the invoices covering the period of time since

the last meter test shall be adjusted for the amount of the inaccuracy on the assumption that the inaccuracy persisted during one-half of such period.

ARTICLE 8 INVOICING AND PAYMENT; CREDIT

8.1 **Invoicing.** Seller shall deliver an invoice to Buyer for Product after each monthly billing period. Each invoice shall provide Buyer (a) records of metered data, CAISO metering and transaction data sufficient to document and verify the generation of Product by the Facility for any Settlement Interval during the preceding month, including the amount of Product in MWh delivered during the prior billing period as set forth in CAISO T+12 settlement statements, the amount of Product in MWh produced by the facility as read by the CAISO Approved Meters, deviations between the Scheduled Energy and the Metered Energy, and the applicable LMP prices at the Settlement Point for each Settlement Interval, the Contract Price applicable to such Product, the calculation of Deemed Delivered Energy, and the amount of Replacement Product or Replacement RA delivered during the preceding month; (b) access to any records, including invoices or settlement data from the CAISO, necessary to verify the accuracy of any amount; and (c) be in a format reasonably specified by Buyer, covering the services provided in the preceding month determined in accordance with the applicable provisions of this Agreement.

8.2 **Payment.** Buyer shall make payment to Seller for Product by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts by the twenty-third (23rd) day of the month following the month in which the invoice was provided by Seller. If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day. Payments made after the due date will be considered late and will bear interest on the unpaid balance. If the amount due is not paid on or before the due date or if any other payment that is due and owing from one party to another is not paid on or before its applicable due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual Interest Rate equal to the prime rate published on the date of the invoice in The Wall Street Journal (or, if The Wall Street Journal is not published on that day, the next succeeding date of publication), plus two percent (2%) (the “**Interest Rate**”). If the due date occurs on a day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

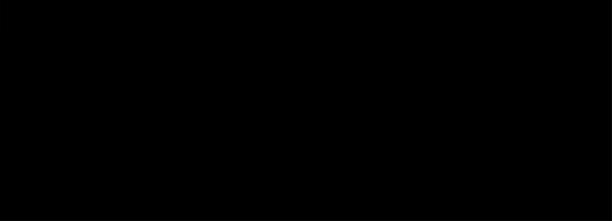
8.3 **Books and Records.** To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Agreement, for a period of at least two (2) years or as otherwise required by Law. Either Party, upon fifteen (15) days written Notice to the other Party, shall be granted reasonable access to the accounting books and records within the possession or control of the other Party pertaining to all invoices generated pursuant to this Agreement.

8.4 **Payment Adjustments; Billing Errors.** Payment adjustments shall be made if Buyer or Seller discovers there have been good faith inaccuracies in invoicing that are not otherwise disputed under Section 8.5, an adjustment to an amount previously invoiced or paid is required due to a correction of data by the CAISO, or there is determined to have been a meter inaccuracy sufficient to require a payment adjustment. If the required adjustment is in favor of

Buyer, Buyer's monthly payment shall be credited in an amount equal to the adjustment. If the required adjustment is in favor of Seller, Seller shall add the adjustment amount to Buyer's next monthly invoice. Adjustments in favor of either Buyer or Seller shall bear interest, until settled in full, in accordance with Section 8.2, accruing from the date on which the non-erring Party received Notice thereof.

8.5 **Billing Disputes.** A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the original due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 8.5 within twelve (12) months after the invoice is rendered or subsequently adjusted, except to the extent any misinformation was from a third party not affiliated with any Party and such third party corrects its information after the twelve-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

8.6 **Netting of Payments.** The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of Product during the monthly billing period under this Agreement or otherwise arising out of this Agreement, including any related damages calculated pursuant to Exhibits B and F, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

8.7 **Seller's Development Security.** 

Upon the earlier of (i) Seller's delivery of the Performance Security, or (ii) sixty (60) days after termination of this Agreement, Buyer shall return the Development Security to Seller, less the amounts drawn in accordance with this Agreement. If the Development Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain its Credit Rating, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the Commercial Operation Date, or (iii) fails to honor Buyer's properly documented request to

draw on such Letter of Credit by such issuer, Seller shall have five (5) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in the definition of Development Security.

8.8 **Seller's Performance Security**. To secure its obligations under this Agreement, Seller shall deliver Performance Security to Buyer on or before the Commercial Operation Date. Seller shall maintain the Performance Security in full force and effect until the following have occurred: (A) the Delivery Term has expired or terminated early; and (B) all payment obligations of the Seller arising under this Agreement, including compensation for penalties, Damage Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting). Following the occurrence of both events, Buyer shall promptly return to Seller the unused portion of the Performance Security. If the Performance Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating set forth in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the Commercial Operation Date, or (iii) fails to honor Buyer's properly documented request to draw on such Letter of Credit by such issuer, Seller shall have five (5) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in the definition of Performance Security.

8.9 **Buyer's First Priority Security Interest in Cash or Cash Equivalent Collateral**. To secure its obligations under this Agreement, and until released as provided herein, Seller hereby grants to Buyer a present and continuing first-priority security interest ("**Buyer's Security Interest**") in, and lien on (and right to net against), and assignment of the Development Security, Performance Security, any other cash collateral and cash equivalent collateral posted pursuant to Sections 8.7 and 8.8 and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Buyer, and Seller agrees to take all action as Buyer reasonably requires in order to perfect Buyer's Security Interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after the occurrence of an Event of Default caused by Seller, an Early Termination Date resulting from an Event of Default caused by Seller, or an occasion provided for in this Agreement where Buyer is authorized to retain all or a portion of the Development Security or Performance Security, Buyer may do any one or more of the following (in each case subject to the final sentence of this Section 8.9):

- (a) Exercise any of its rights and remedies with respect to the Development Security and Performance Security, including any such rights and remedies under law then in effect;
- (b) Draw on any outstanding Letter of Credit issued for its benefit and retain any cash held by Buyer as Development Security or Performance Security; and
- (c) Liquidate all Development Security or Performance Security (as applicable) then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller.

Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or

remedies to reduce Seller's obligations under this Agreement (Seller remains liable for any amounts owing to Buyer after such application), subject to Buyer's obligation to return any surplus proceeds remaining after these obligations are satisfied in full.

8.10 **Buyer's Financial Statements**. No later than two hundred seventy (270) days after the end of each fiscal year, at Seller's request Buyer will provide Seller a copy of Buyer's audited financial statements for the preceding fiscal year, if such financial statements are not on the internet at [REDACTED]. Buyer's financial statements shall have been prepared in accordance with GAAP.

8.11 **Buyer Credit Support**. [Note: credit provisions under review]

(a) [To secure Buyer's obligations under this Agreement, Seller shall have the right to execute a Joinder, which shall allow Seller to become a "PPA Provider" and "Secured Creditor" under the Intercreditor and Collateral Agency Agreement for so long as Buyer is subject to the Security Agreement and Lockbox Account (or any successor arrangement generally available to Buyer's creditors and permitted under Section 8.11(b)(iii)) (the current arrangement and any successor arrangement generally available to Buyer's creditors is the "**Buyer Lockbox Arrangement**"); provided, however, that if Buyer provides Buyer Performance Security, then so long as Buyer is not in default under any of this Agreement, the Intercreditor and Collateral Agency Agreement, or the Security Agreement, Buyer may, at the direction of its City [REDACTED] Council, request the dissolution of the Buyer Lockbox Arrangement and Seller hereby agrees that (x) its security interest under the Buyer Lockbox Arrangement shall terminate, without further action, effective upon the termination of the security interests of all other PPA Providers under the Buyer Lockbox Arrangement and (y) if requested by Buyer, Seller would promptly execute a written termination statement confirming such termination in accordance with the Buyer Lockbox Arrangement.

(b) Under the Buyer Lockbox Arrangement:

(i) Buyer shall provide notice to Seller of the termination of all security interests under the Security Agreement.

(ii) Buyer further agrees it will not create any additional security interests (i) under the Security Agreement on terms more favorable than those currently offered to Seller, or (ii) under any arrangement similar to the Security Agreement that is generally available to Buyer's creditors unless Seller is offered the right to participate in such arrangement on terms no less favorable than those offered to the other participants.

(iii) In addition, so long as Buyer is not in default under any of this Agreement, the Intercreditor and Collateral Agency Agreement or the Security Agreement, Buyer may request the dissolution of the current Buyer Lockbox Arrangement in order to enter into a substantially similar successor Buyer Lockbox Arrangement and, provided that Seller is allowed to become a PPA Provider (or its equivalent) and Secured Creditor (or its equivalent) under the successor Buyer Lockbox Arrangement, Seller hereby agrees that (x) its security interest under the Security Agreement shall terminate, without further action, effective upon

the termination of the security interests of all other PPA Providers under the Security Agreement and the grant of a security interest under the successor Buyer Lockbox Arrangement, and (y) if requested by Buyer, Seller would promptly execute a written termination statement confirming such termination in accordance with Section 7.12 of the Security Agreement.

(c) If Buyer provides Buyer Performance Security, then Buyer shall maintain the Buyer Performance Security in full force and effect until the following have occurred: (i) the Delivery Term has expired or terminated early; and (ii) all payment obligations of Buyer arising under this Agreement, including compensation for penalties, Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting). Following the occurrence of both events, Seller shall promptly return to Buyer the unused portion of the Buyer Performance Security. If the Buyer Performance Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating set forth in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the time that Seller is required to return the Buyer Performance Security, or (iii) fails to honor Seller's properly documented request to draw on such Letter of Credit by such issuer, Buyer shall have five (5) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in this Agreement.]⁸

(a) [To secure Buyer's obligations under this Agreement, Seller shall have the right to execute a Joinder, which shall allow Seller to become a "PPA Provider" and "Secured Creditor" under the Intercreditor and Collateral Agency Agreement for so long as Member is subject to the Security Agreement and Lockbox Account (or any successor arrangement generally available to Member's creditors and permitted under Section 8.11(b)(iii)) (the current arrangement and any successor arrangement generally available to Buyer's creditors is the "**Member Lockbox Arrangement**"); provided, however, that if Member provides Member Performance Security, then so long as Buyer (or Member, as applicable) is not in default under this Agreement and Member is not in default under any of the Intercreditor and Collateral Agency Agreement or the Security Agreement, Buyer may, at the direction of its Member's City Council, request the dissolution of the Member Lockbox Arrangement and Seller hereby agrees that (x) its security interest under the Member Lockbox Arrangement shall terminate, without further action, effective upon the termination of the security interests of all other PPA Providers under the Member Lockbox Arrangement and (y) if requested by Buyer or Member, Seller would promptly execute a written termination statement confirming such termination in accordance with the Member Lockbox Arrangement.

(b) Under the Member Lockbox Arrangement:

(i) Buyer shall cause Member to provide notice to Seller of the termination of all security interests under the Security Agreement.

(ii) Buyer further agrees it will cause Member to not create any additional security interests (i) under the Security Agreement on terms more favorable than

⁸ For LCE [REDACTED]

those currently offered to Seller, or (ii) under any arrangement similar to the Security Agreement that is generally available to Member's creditors unless Seller is offered the right to participate in such arrangement on terms no less favorable than those offered to the other participants.

(iii) In addition, so long as Buyer (or Member, as applicable) is not in default under this Agreement and Member is not in default under any of the Intercreditor and Collateral Agency Agreement or the Security Agreement, Buyer may request the dissolution of the current Member Lockbox Arrangement in order to permit Member to enter into a substantially similar successor Member Lockbox Arrangement and, provided that Seller is allowed to become a PPA Provider (or its equivalent) and Secured Creditor (or its equivalent) under the successor Member Lockbox Arrangement, Seller hereby agrees that (x) its security interest under the Security Agreement shall terminate, without further action, effective upon the termination of the security interests of all other PPA Providers under the Security Agreement and the grant of a security interest under the successor Member Lockbox Arrangement, and (y) if requested by Buyer, Seller would promptly execute a written termination statement confirming such termination in accordance with Section 7.12 of the Security Agreement.

(c) If Buyer causes Member to provide Member Performance Security, then Buyer shall maintain, or cause Member to maintain, the Member Performance Security in full force and effect until the following have occurred: (i) the Delivery Term has expired or terminated early; and (ii) all payment obligations of Buyer arising under this Agreement, including compensation for penalties, Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting). Following the occurrence of both events, Seller shall promptly return to Buyer the unused portion of the Member Performance Security. If the Member Performance Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating set forth in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the time that Seller is required to return the Member Performance Security, or (iii) fails to honor Seller's properly documented request to draw on such Letter of Credit by such issuer, Buyer shall have five (5) Business Days to either post, or cause Member to post, cash or deliver, or cause Member to deliver, a substitute Letter of Credit that meets the requirements set forth in this Agreement.]⁹

8.12 **Seller's First Priority Security Interest in Cash or Cash Equivalent Collateral.** To secure its obligations under this Agreement, and until released as provided herein, Buyer hereby grants to Seller a present and continuing first-priority security interest ("**Seller's Security Interest**") in, and lien on (and right to net against), and assignment of the [Buyer Performance Security][Member Performance Security], any other cash collateral and cash equivalent collateral posted pursuant to Section 8.11 and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Seller, and Buyer agrees to take, and cause Member to take, all action as Seller reasonably requires in order to perfect Seller's Security Interest in, and lien on (and right to net against), such collateral

9 [REDACTED]

and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after the occurrence of an Event of Default caused by Buyer, an Early Termination Date resulting from an Event of Default caused by Buyer, or an occasion provided for in this Agreement where Seller is authorized to retain all or a portion of the [Buyer Performance Security][Member Performance Security], Seller may do any one or more of the following (in each case subject to the final sentence of this Section 8.12):

(d) Exercise any of its rights and remedies with respect to the [Buyer Performance Security][Member Performance Security], including any such rights and remedies under law then in effect;

(e) Draw on any outstanding Letter of Credit issued for its benefit and retain any cash held by Seller as [Buyer Performance Security][Member Performance Security]; and

(f) Liquidate all [Buyer Performance Security][Member Performance Security] then held by or for the benefit of Seller free from any claim or right of any nature whatsoever of Buyer, including any equity or right of purchase or redemption by Buyer.

Seller shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Buyer’s obligations under this Agreement (Buyer remains liable for any amounts owing to Seller after such application), subject to Seller’s obligation to return any surplus proceeds remaining after these obligations are satisfied in full.

8.13 **No Additional Credit Support.** [Note: credit provisions under review]

[This Agreement sets forth the entirety of the agreement of the Parties regarding credit, collateral and adequate assurances. Except as expressly set forth herein, neither Party has or will have any obligation to post margin, provide letters of credit, pay deposits, make any other prepayments or provide any other financial assurances, in any form whatsoever, or will have reasonable grounds for insecurity with respect to the creditworthiness of a Party that is complying with the relevant provisions of this Agreement; and all implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines, are hereby waived.]¹⁰

[This Agreement sets forth the entirety of the agreement of the Parties regarding credit, collateral and adequate assurances. Except as expressly set forth herein, neither Party has or will have any obligation to post margin, provide letters of credit, pay deposits, make any other prepayments or provide any other financial assurances, in any form whatsoever, or will have reasonable grounds for insecurity with respect to the creditworthiness of a Party or Member that is complying with the relevant provisions of this Agreement; and all implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines, are hereby waived.]¹¹

¹⁰ For LCE [REDACTED]
¹¹ [REDACTED]

ARTICLE 9 NOTICES

9.1 **Addresses for the Delivery of Notices.** Any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth in Exhibit D or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

9.2 **Acceptable Means of Delivering Notice.** Each Notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows: (a) if sent by United States mail with proper first class postage prepaid, three (3) Business Days following the date of the postmark on the envelope in which such Notice was deposited in the United States mail; (b) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next Business Day after the same is delivered by the sending Party to such carrier; (c) if sent by electronic communication (including electronic mail, facsimile, or other electronic means) and if concurrently with the transmittal of such electronic communication the sending Party provides a copy of such electronic Notice by hand delivery or express courier, at the time indicated by the time stamp upon delivery; or (d) if delivered in person, upon receipt by the receiving Party. Notwithstanding the foregoing, Notices of outages or other scheduling or dispatch information or requests, may be sent by electronic communication and shall be considered delivered upon successful completion of such transmission.

ARTICLE 10 FORCE MAJEURE

10.1 **Definition.**

(a) **“Force Majeure Event”** means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance.

(b) Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided by, and are beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, a Force Majeure Event may include an act of God or the elements, such as flooding, lightning, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic; landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance; or strikes or other labor difficulties caused or suffered by a Party or any third party except as set forth below.

(c) Notwithstanding the foregoing, the term **“Force Majeure Event”** does not include (i) economic conditions that render a Party’s performance of this Agreement at the

Contract Price unprofitable or otherwise uneconomic (including Buyer's ability to buy electric energy at a lower price, or Seller's ability to sell Energy generated by the Facility at a higher price, than the Contract Price); (ii) Seller's inability to obtain permits or approvals of any type for the construction, operation, or maintenance of the Facility, except to the extent such inability is caused by a Force Majeure Event; (iii) the inability of a Party to make payments when due under this Agreement, unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event as described above that disables physical or electronic facilities necessary to transfer funds to the payee Party; (iv) a Curtailment Period, except to the extent such Curtailment Period is caused by a Force Majeure Event; (v) Seller's inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Facility except to the extent such inability is caused by a Force Majeure Event; (vi) a strike, work stoppage or labor dispute limited only to any one or more of Seller, Seller's Affiliates, Seller's contractors, their subcontractors thereof or any other third party employed by Seller to work on the Facility; (vii) any equipment failure except if such equipment failure is caused by a Force Majeure Event; or (viii) Seller's inability to achieve Construction Start of the Facility following the Guaranteed Construction Start Date or achieve Commercial Operation following the Guaranteed Commercial Operation Date; it being understood and agreed, for the avoidance of doubt, that the occurrence of a Force Majeure Event may give rise to a Development Cure Period.

10.2 **No Liability If a Force Majeure Event Occurs**. Neither Seller nor Buyer shall be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to a Force Majeure Event. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall take reasonable actions necessary to remove such inability with due speed and diligence. Nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. The obligation to use due speed and diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. Neither Party shall be considered in breach or default of this Agreement if and to the extent that any failure or delay in the Party's performance of one or more of its obligations hereunder is caused by a Force Majeure Event. The occurrence and continuation of a Force Majeure Event shall not suspend or excuse the obligation of a Party to make any payments due hereunder.

10.3 **Notice**. In the event of any delay or nonperformance resulting from a Force Majeure Event, the Party suffering the Force Majeure Event shall (a) as soon as practicable, notify the other Party in writing of the nature, cause, estimated date of commencement thereof, and the anticipated extent of any delay or interruption in performance, and (b) notify the other Party in writing of the cessation or termination of such Force Majeure Event, all as known or estimated in good faith by the affected Party; *provided, however*, that a Party's failure to give timely Notice shall not affect such Party's ability to assert that a Force Majeure Event has occurred unless the delay in giving Notice materially prejudices the other Party.

10.4 **Termination Following Force Majeure Event.**



**ARTICLE 11
DEFAULTS; REMEDIES; TERMINATION**

11.1 **Events of Default.** An “**Event of Default**” shall mean,

(a) with respect to a Party (the “**Defaulting Party**”) that is subject to the Event of Default the occurrence of any of the following:

(i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within five (5) Business Days after Notice thereof;

(ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof;

(iii) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) and such failure is not remedied within thirty (30) days after Notice thereof;

(iv) such Party becomes Bankrupt;

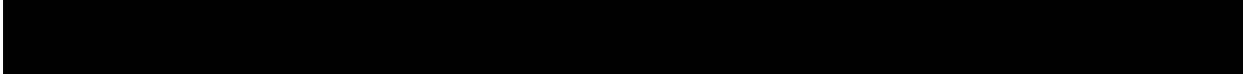
(v) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Section 14.2 or 14.3, as applicable; or

(vi) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party.

(b) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) if at any time, Seller delivers or attempts to deliver to the Delivery Points for sale under this Agreement Energy that was not generated by the Facility, except for Replacement Product;

(ii) 


(iii) 


[REDACTED]

(iv) failure by Seller to satisfy the collateral requirements pursuant to Sections 8.7 or 8.8, including the failure to replenish the Development Security or Performance Security amount in accordance with this Agreement in the event Buyer draws against either for any reason other than to satisfy a Damage Payment;

(v) with respect to any outstanding Letter of Credit provided for the benefit of Buyer that is not then required under this Agreement to be canceled or returned, the failure by Seller to provide for the benefit of Buyer either (1) cash, or (2) a substitute Letter of Credit from a different issuer meeting the criteria set forth in the definition of Letter of Credit, in each case, in the amount required hereunder within five (5) Business Days after Seller receives Notice of the occurrence of any of the following events:

(A) the issuer of the outstanding Letter of Credit shall fail to maintain a Credit Rating of at least BBB by S&P or Baa2 by Moody's;

(B) the issuer of such Letter of Credit becomes Bankrupt;

(C) the issuer of the outstanding Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit and such failure shall be continuing after the lapse of any applicable grace period permitted under such Letter of Credit;

(D) the issuer of the outstanding Letter of Credit shall fail to honor a properly documented request to draw on such Letter of Credit;

(E) the issuer of the outstanding Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit;

(F) such Letter of Credit fails or ceases to be in full force and effect at any time; or

(G) Seller shall fail to renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and as provided in accordance with this Agreement, and in no event less than sixty (60) days prior to the expiration of the outstanding Letter of Credit.

(c) with respect to Buyer as the Defaulting Party, the occurrence of any of the following:

(i) failure by Buyer to satisfy the collateral requirements pursuant to Section 8.11, including the failure to [replenish the Buyer Development Security amount][cause Member to replenish the Member Performance Security amount] in accordance with this Agreement in the event Seller draws against it.

11.2 **Remedies; Declaration of Early Termination Date** . If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (“**Non-Defaulting Party**”) shall have the following rights:

(a) to send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement (“**Early Termination Date**”) that terminates this Agreement (the “**Terminated Transaction**”) and ends the Delivery Term effective as of the Early Termination Date;

(b) to accelerate all amounts owing between the Parties, and to collect as liquidated damages (i) the Damage Payment (in the case of an Event of Default by Seller) or (ii) the Termination Payment calculated in accordance with Section 11.3 below (in the case of an Event of Default by Buyer);

(c) to withhold any payments due to the Defaulting Party under this Agreement;

(d) to suspend performance; and

(e) to exercise any other right or remedy available at law or in equity, including specific performance or injunctive relief, except to the extent such remedies are expressly limited under this Agreement;

provided, that payment by the Defaulting Party of the Damage Payment or Termination Payment, as applicable, shall constitute liquidated damages and the Non-Defaulting Party’s sole and exclusive remedy for any Terminated Transaction and the Event of Default related thereto.

11.3 **Termination Payment**. The Termination Payment (“**Termination Payment**”) for a Terminated Transaction shall be the aggregate of all Settlement Amounts plus any or all other amounts due to or from the Non-Defaulting Party netted into a single amount. If the Non-Defaulting Party’s aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the net Settlement Amount shall be zero. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages; provided, however, that any lost Capacity Attributes and Green Attributes shall be deemed direct damages covered by this Agreement. Without prejudice to the Non-Defaulting Party’s duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (a) the actual damages that the Non-Defaulting Party would incur in connection with a Terminated Transaction would be difficult or impossible to predict with certainty, (b) the Termination Payment or Damage Payment, as applicable, is a reasonable and appropriate approximation of such damages, and (c) the Termination Payment or Damage Payment, as applicable, is the exclusive remedy of the Non-Defaulting Party in connection with a Terminated Transaction but shall not otherwise act to limit any of the Non-Defaulting Party’s

rights or remedies if the Non-Defaulting Party does not elect a Terminated Transaction as its remedy for an Event of Default by the Defaulting Party.

11.4 **Notice of Payment of Termination Payment or Damage Payment.** As soon as practicable after a Terminated Transaction, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment or Damage Payment, as applicable, and whether the Termination Payment or Damage Payment, as applicable, is due to or from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment or Damage Payment, as applicable, shall be made to or from the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

11.5 **Disputes With Respect to Termination Payment or Damage Payment.** If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment or Damage Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment or Damage Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment or Damage Payment shall be determined in accordance with Article 16.

11.6 **Rights And Remedies Are Cumulative.** Except where liquidated damages are provided as the exclusive remedy, the rights and remedies of a Party pursuant to this Article 11 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

11.7 **Mitigation.** Any Non-Defaulting Party shall be obligated to mitigate its Costs, Losses and damages resulting from any Event of Default of the other Party under this Agreement.

ARTICLE 12

LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES.

12.1 **No Consequential Damages.** EXCEPT TO THE EXTENT PART OF AN EXPRESS REMEDY, INDEMNITY PROVISION, OR MEASURE OF DAMAGES HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, BY STATUTE, IN TORT OR CONTRACT, OR OTHERWISE.

12.2 **Waiver and Exclusion of Other Damages.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. ALL LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SELLER'S LIMITATION OF LIABILITY AND THE PARTIES' WAIVER OF

CONSEQUENTIAL DAMAGES, SHALL APPLY EVEN IF THE REMEDIES FOR BREACH OF WARRANTY PROVIDED IN THIS AGREEMENT ARE DEEMED TO “FAIL OF THEIR ESSENTIAL PURPOSE” OR ARE OTHERWISE HELD TO BE INVALID OR UNENFORCEABLE.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS AND EXCLUSIVE REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR’S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR’S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY. THE VALUE OF ANY TAX BENEFITS, DETERMINED ON AN AFTER-TAX BASIS, LOST DUE TO BUYER’S DEFAULT (WHICH SELLER HAS NOT BEEN ABLE TO MITIGATE AFTER USE OF REASONABLE EFFORTS) AND AMOUNTS DUE IN CONNECTION WITH THE RECAPTURE OF ANY RENEWABLE ENERGY INCENTIVES, IF ANY, SHALL BE DEEMED TO BE DIRECT DAMAGES.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, INCLUDING UNDER SECTIONS 3.9, 4.7, 11.2 AND 11.3, AND AS PROVIDED IN EXHIBIT B AND EXHIBIT F, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEST SUCH PAYMENTS AS AN UNREASONABLE PENALTY.

THE PARTIES ACKNOWLEDGE AND AGREE THAT MONEY DAMAGES AND THE EXPRESS REMEDIES PROVIDED FOR HEREIN ARE AN ADEQUATE REMEDY FOR THE BREACH BY THE OTHER OF THE TERMS OF THIS AGREEMENT, AND EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO SPECIFIC PERFORMANCE WITH RESPECT TO ANY OBLIGATION OF THE OTHER PARTY UNDER THIS AGREEMENT.

ARTICLE 13 REPRESENTATIONS AND WARRANTIES; AUTHORITY

13.1 **Seller’s Representations and Warranties.** As of the Effective Date, Seller represents and warrants as follows:

- (a) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and is qualified to conduct business in

each jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of Seller.

(b) Seller has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Seller’s performance under this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary corporate action on the part of Seller and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Seller or any other party to any other agreement with Seller.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Seller with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Seller, subject to any permits that have not yet been obtained by Seller, the documents of formation of Seller or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which any of its property is bound.

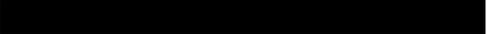
(d) This Agreement has been duly executed and delivered by Seller. This Agreement is a legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors’ rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) The Facility is located in the State of California.

13.2 **Buyer’s Representations and Warranties.** As of the Effective Date, Buyer represents and warrants as follows:

(a) 

(b) Buyer has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Buyer’s performance under this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary action on the part of Buyer and does not and will not require the consent

12 

of any trustee or holder of any indebtedness or other obligation of Buyer or any other party to any other agreement with Buyer.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Buyer with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Buyer, including but not limited to community choice aggregation, the Joint Powers Act, competitive bidding, public notice, open meetings, election, referendum, or prior appropriation requirements, the documents of formation of Buyer or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Buyer is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Buyer. This Agreement is a legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) Buyer warrants and covenants that with respect to its contractual obligations under this Agreement, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (1) suit, (2) jurisdiction of court, (3) relief by way of injunction, order for specific performance or recovery of property, (4) attachment of assets, or (5) execution or enforcement of any judgment.

(f) Buyer is a "local public entity" as defined in Section 900.4 of the Government Code of the State of California.

(g) Buyer cannot assert sovereign immunity as a defense to the enforcement of its obligations under this Agreement.

13.3 **General Covenants.** Each Party covenants that commencing on the Effective Date and continuing throughout the Contract Term:

(a) It shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and to be qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on its business or financial condition;

(b) It shall maintain (or obtain from time to time as required) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

(c) It shall perform its obligations under this Agreement in compliance with all terms and conditions in its governing documents and any contracts to which it is a party and in material compliance with any Law.

**ARTICLE 14
ASSIGNMENT**

14.1 **General Prohibition on Assignments.** Except as provided below and in Article 15, neither Seller nor Buyer may voluntarily assign its rights nor delegate its duties under this Agreement, or any part of such rights or duties, without the written consent of the other Party,

[REDACTED]

14.2 **Permitted Assignment; Change of Control of Seller.**

[REDACTED]

14.3 **Permitted Assignment; Change of Control of Buyer.** [Buyer may assign its interest in this Agreement to [REDACTED] without Seller's consent, provided that (i) [REDACTED] and this Agreement are still subject to a Member Lockbox Arrangement for the benefit of Seller in accordance with Section 8.11 or (ii) [REDACTED] has provided other performance assurance reasonably acceptable to Seller.]¹³ ; *provided, further*, that in each such case, no fewer than fifteen (15) Business Days before such assignment Buyer (x) notifies Seller of such assignment and (y) provides to Seller a written agreement signed by the Person to which Buyer wishes to assign its interests stating that such Person agrees to assume all of Buyer's obligations and liabilities under this Agreement and under any consent to assignment and other documents previously entered into by Seller as

13 [REDACTED]

described in Section 15.2(b). Any assignment by Buyer, its successors or assigns under this Section 14.3 shall be of no force and effect unless and until such Notice and agreement by the assignee have been received and accepted by Seller. [Note: Buyer assignment rights to be discussed]

**ARTICLE 15
LENDER ACCOMMODATIONS**

15.1 **Granting of Lender Interest.** Notwithstanding anything to the contrary in Section 14.2 or Section 14.3, either Party may, without the consent of the other Party, grant an interest (by way of collateral assignment, or as security, beneficially or otherwise) in its rights and/or obligations under this Agreement to any Lender. Each Party's obligations under this Agreement shall continue in their entirety in full force and effect. Promptly after granting such interest, the granting Party shall notify the other Party in writing of the name, address, and telephone and facsimile numbers of any Lender to which the granting Party's interest under this Agreement has been assigned. Such Notice shall include the names of the Lenders to whom all written and telephonic communications may be addressed. After giving the other Party such initial Notice, the granting Party shall promptly give the other Party Notice of any change in the information provided in the initial Notice or any revised Notice. Without limiting the foregoing, Buyer agrees and acknowledges that Seller may elect to finance all or any portion of the Facility or the Interconnection Facilities (1) utilizing tax equity investment, or (2) on a portfolio or other aggregated basis, which may include cross-collateralization or similar arrangements.

15.2 **Rights of Lender.** If a Party grants an interest under this Agreement as permitted by Section 15.1, the following provisions shall apply:

(a) Lender shall have the right, but not the obligation, to perform any act required to be performed by the granting Party under this Agreement to prevent or cure a default by the granting Party in accordance with Section 11.2 and such act performed by Lender shall be as effective to prevent or cure a default as if done by the granting Party.

(b) The other Party shall cooperate with the granting Party or any Lender, to execute or arrange for the delivery of certificates, consents, opinions, estoppels, direct agreements, amendments and other documents reasonably requested by the granting Party or Lender in order to consummate any financing or refinancing and shall enter into reasonable agreements with such Lender that provide that Buyer recognizes the Lender's security interest and such other provisions as may be reasonably requested by Seller or any such Lender; *provided*, however, that all costs and expenses (including reasonable attorney's fees) incurred by Buyer in connection therewith shall be borne by Seller.

(c) Each Party agrees that no Lender shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Agreement on the part of the granting Party or shall have any obligation or liability to the other Party with respect to this Agreement except to the extent any Lender has expressly assumed the obligations of the granting Party hereunder; *provided* that the non-granting Party shall nevertheless be entitled to exercise all of its rights hereunder in the event that the granting Party or Lender fails to perform the granting Party's obligations under this Agreement.

15.3 **Cure Rights of Lender.** The non-granting Party shall provide Notice of the occurrence of any Event of Default described in Section 11.1 or 11.2 hereof to any Lender, and such Party shall accept a cure performed by any Lender and shall negotiate in good faith with any Lender as to the cure period(s) that will be allowed for any Lender to cure any granting Party Event of Default hereunder. The non-granting Party shall accept a cure performed by any Lender so long as the cure is accomplished within the applicable cure period so agreed to between the non-granting Party and any Lender. Notwithstanding any such action by any Lender, the granting Party shall not be released and discharged from and shall remain liable for any and all obligations to the non-granting Party arising or accruing hereunder. The cure rights of Lender may be documented in the certificates, consents, opinions, estoppels, direct agreements, amendments and other documents reasonably requested by the granting Party pursuant to Section 15.2(b).

ARTICLE 16 DISPUTE RESOLUTION

16.1 **Governing Law.** This agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of Law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this agreement.

16.2 **Dispute Resolution.** In the event of any dispute arising under this Agreement, within ten (10) days following the receipt of a written Notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within the earlier of either thirty (30) days of initiating such discussions, or within forty (40) days after Notice of the dispute, either Party may seek any and all remedies available to it at Law or in equity, subject to the limitations set forth in this Agreement.

16.3 **Attorneys' Fees.** In any proceeding brought to enforce this Agreement or because of the breach by any Party of any covenant or condition herein contained, the prevailing Party shall be entitled to reasonable attorneys' fees (including reasonably allocated fees of in-house counsel) in addition to court costs and any and all other costs recoverable in said action.

ARTICLE 17 INDEMNIFICATION

17.1 **Indemnification.**

(a) Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party and its Affiliates, directors, officers, employees and agents (collectively, the "**Indemnified Party**") from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) for personal injury or death to Persons and damage to the property of any third party to the extent arising out of, resulting from, or caused by the negligent or willful misconduct of the Indemnifying Party, its Affiliates, its directors, officers, employees, or agents.

(b) Nothing in this Section 17.1 shall enlarge or relieve Seller or Buyer of any liability to the other for any breach of this Agreement. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

17.2 **Claims.** Promptly after receipt by a Party of any claim or Notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article 17 may apply, the Indemnified Party shall notify the Indemnifying Party in writing of such fact. The Indemnifying Party shall assume the defense thereof with counsel designated by such Party and satisfactory to the Indemnified Party, *provided, however,* that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the Indemnifying Party's expense, unless a liability insurer is willing to pay such costs. If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or pay such claim, *provided* that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement. Except as otherwise provided in this Article 17, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article 17, the amount owing to the Indemnified Party will be the amount of the Indemnified Party's damages net of any insurance proceeds received by the Indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

ARTICLE 18 INSURANCE

18.1 **Insurance.**

(a) **General Liability.** Seller shall maintain, or cause to be maintained at its sole expense, (i) commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of One Million Dollars (\$1,000,000) per occurrence, and an annual aggregate of not less than Two Million Dollars (\$2,000,000), endorsed to provide contractual liability in said amount, specifically covering Seller's obligations under this Agreement and naming Buyer as an additional insured; and (ii) an umbrella insurance policy in a minimum limit of liability of Five Million Dollars (\$5,000,000) Defense costs shall be provided as an additional benefit and not included within the limits of liability. Such insurance shall contain standard cross-liability and severability of interest provisions.

(b) **Employer's Liability Insurance.** Employers' Liability insurance shall not be less than One Million Dollars (\$1,000,000.00) for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the One Million Dollar (\$1,000,000) policy limit will apply to each employee.

(c) Workers Compensation Insurance. Seller, if it has employees, shall also maintain at all times during the Contract Term workers' compensation and employers' liability insurance coverage in accordance with applicable requirements of Law.

(d) Business Auto Insurance. Seller shall maintain at all times during the Contract Term business auto insurance for bodily injury and property damage with limits of One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of Seller's use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement.

(e) Construction All-Risk Insurance. Seller shall maintain or cause to be maintained during the construction of the Facility prior to the Commercial Operation Date, construction all-risk form property insurance covering the Facility during such construction periods, and naming the Seller (and Lender if any) as the loss payee.

(f) Subcontractor Insurance. Seller shall require all of its subcontractors to carry: (i) comprehensive general liability insurance with a combined single limit of coverage not less than One Million Dollars (\$1,000,000); (ii) workers' compensation insurance and employers' liability coverage in accordance with applicable requirements of Law; and (iii) business auto insurance for bodily injury and property damage with limits of one million dollars (\$1,000,000) per occurrence. All subcontractors shall name Seller as an additional insured to insurance carried pursuant to clauses (f)(i) and (f)(iii). All subcontractors shall provide a primary endorsement and a waiver of subrogation to Seller for the required coverage pursuant to this Section 18.1(f).

(g) Evidence of Insurance. Within ten (10) days after execution of the Agreement and upon annual renewal thereafter, Seller shall deliver to Buyer certificates of insurance evidencing such coverage. These certificates shall specify that Buyer shall be given at least thirty (30) days prior Notice by Seller in the event of any material modification, cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Buyer. Any other insurance maintained by Seller is for the exclusive benefit of Seller and shall not in any manner inure to the benefit of Buyer. Seller shall also comply with all insurance requirements by any renewable energy or other incentive program administrator or any other applicable authority.

(h) Failure to Comply with Insurance Requirements. If Seller fails to comply with any of the provisions of this Article 18, Seller, among other things and without restricting Buyer's remedies under the Law or otherwise, shall, at its own cost and expense, act as an insurer and provide insurance in accordance with the terms and conditions above. With respect to the required general liability, umbrella liability and commercial automobile liability insurance, Seller shall provide a current, full and complete defense to Buyer, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, employees, assigns, and successors in interest, in response to a third-party claim in the same manner that an insurer would have, had the insurance been maintained in accordance with the terms and conditions set forth above. In addition, alleged violations of the provisions of this Article 18 means that Seller has the initial burden of proof regarding any legal justification for refusing or withholding coverage and Seller shall face the same liability and damages as an insurer for wrongfully refusing or withholding coverage in accordance with the laws of California.

ARTICLE 19 CONFIDENTIAL INFORMATION

19.1 **Definition of Confidential Information.** The following constitutes “**Confidential Information**,” whether oral or written which is delivered by Seller to Buyer or by Buyer to Seller including: (a) proposals and negotiations until this Agreement is approved and executed by the Buyer, and (b) information that either Seller or Buyer stamps or otherwise identifies as “confidential” or “proprietary” before disclosing it to the other. Confidential Information does not include (i) information that was publicly available at the time of the disclosure, other than as a result of a disclosure in breach of this Agreement; (ii) information that becomes publicly available through no fault of the recipient after the time of the delivery; (iii) information that was rightfully in the possession of the recipient (without confidential or proprietary restriction) at the time of delivery or that becomes available to the recipient from a source not subject to any restriction against disclosing such information to the recipient; and (iv) information that the recipient independently developed without a violation of this Agreement.

19.2 **Duty to Maintain Confidentiality.** Confidential Information will retain its character as Confidential Information but may be disclosed by the recipient if and to the extent such disclosure is required (a) to be made by any requirements of Law, (b) pursuant to an order of a court or (c) in order to enforce this Agreement. The originator or generator of Confidential Information may use such information for its own uses and purposes, including the public disclosure of such information at its own discretion.

19.3 **Irreparable Injury; Remedies.** Buyer and Seller each agree that disclosing Confidential Information of the other in violation of the terms of this Article 19 may cause irreparable harm, and that the harmed Party may seek any and all remedies available to it at Law or in equity, including injunctive relief and/or notwithstanding Section 12.2, consequential damages.

19.4 **Disclosure to Lender.** Notwithstanding anything to the contrary in this Article 19, Confidential Information may be disclosed by Seller to any potential Lender or any of its agents, consultants or trustees so long as the Person to whom Confidential Information is disclosed agrees in writing to be bound by the confidentiality provisions of this Article 19 to the same extent as if it were a Party.

19.5 **Public Statements.** Neither Party shall issue (or cause its Affiliates to issue) a press release regarding the transactions contemplated by this Agreement unless both Parties have agreed upon the contents of any such public statement.

ARTICLE 20 MISCELLANEOUS

20.1 **Entire Agreement; Integration; Exhibits.** This Agreement, together with the Cover Sheet and Exhibits attached hereto constitutes the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by

reference. The headings used herein are for convenience and reference purposes only. In the event of a conflict between the provisions of this Agreement and those of the Cover Sheet or any Exhibit, the provisions of first the Cover Sheet, and then this Agreement shall prevail, and such Exhibit shall be corrected accordingly. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

20.2 **Amendments.** This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer; *provided*, that, for the avoidance of doubt, this Agreement may not be amended by electronic mail communications.

20.3 **No Waiver.** Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

20.4 **No Agency, Partnership, Joint Venture or Lease.** Seller and the agents and employees of Seller shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of Buyer. Under this Agreement, Seller and Buyer intend to act as energy seller and energy purchaser, respectively, and do not intend to be treated as, and shall not act as, partners in, co-venturers in or lessor/lessee with respect to the Facility or any business related to the Facility. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

20.5 **Severability.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

20.6 **Mobile-Sierra.** Notwithstanding any other provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206 or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party shall be the “public interest” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956). Changes proposed by a non-Party or FERC acting *sua sponte* shall be subject to the most stringent standard permissible under applicable law.

20.7 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

20.8 **Facsimile or Electronic Delivery.** This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic format (including portable document format (.pdf)) delivery of the signature page of a counterpart to the other Party, and, if delivery is made by facsimile or other electronic format, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Party, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.

20.9 **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

20.10 [Redacted]

20.11 **Lockbox Account.** [Note: credit provisions under review] [For so long as the Buyer Lockbox Arrangement exists, Seller agrees that Buyer’s obligations to make payments with respect to this Agreement are to be made solely from the Buyer Lockbox Arrangement as set forth in the applicable Security Agreement. For so long as either (a) the Buyer Lockbox Arrangement exists or (b) Buyer has provided and continues to maintain Buyer Performance Security for the benefit of Seller, obligations to make payments under the Agreement do not constitute any kind of indebtedness of Buyer or create any kind of lien on, or security interest in, any property or revenues of Buyer, except as set forth in the Buyer Lockbox Arrangement or Buyer Performance Security, as applicable.]¹⁵

[Redacted]

20.12 **Change in Electric Market Design.** If a change in the CAISO Tariff renders this Agreement or any provisions hereof incapable of being performed or administered, then any Party may request that Buyer and Seller enter into negotiations to make the minimum changes to this

14 [Redacted]
15 For LCE [Redacted]
16 [Redacted]

Agreement necessary to make this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Effective Date. Upon delivery of such a request, Buyer and Seller shall engage in such negotiations in good faith. If Buyer and Seller are unable, within sixty (60) days after delivery of such request, to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then any Party may submit issues pertaining to changes to this Agreement to the dispute resolution process set forth in Article 16. Notwithstanding the foregoing, (i) a change in cost shall not in and of itself be deemed to render this Agreement or any of the provisions hereof incapable of being performed or administered, or constitute, or form the basis of, a Force Majeure Event, and (ii) all of unaffected provisions of this Agreement shall remain in full force and effect during any period of such negotiation or dispute resolution.

EXHIBIT A

DESCRIPTION OF THE FACILITY

Site Name:

Site includes all or some of the following APNs:

County: Kern

Guaranteed Capacity: 28.8 MW

Interconnection Points: 14.4 MW wind sub-project: SCE's Windhub Substation
7.2 MW wind sub-project: SCE's Puff 12 kV distribution circuit
7.2 MW wind sub-project: SCE's Keene 12kV distribution circuit

P-node/Delivery Points: For each sub-project, the PNode assigned to such sub-project by the CAISO

Additional Information:.

EXHIBIT B

FACILITY CONSTRUCTION AND COMMERCIAL OPERATION

[UNDER REVIEW]

1. **Construction of the Facility.**

- a. Seller shall cause construction to begin on the Facility by the Expected Construction Start Date, (as such date may be extended by the Development Cure Period, the “**Guaranteed Construction Start Date**”). “**Construction Start**” will occur upon Seller’s acquisition of all applicable regulatory authorizations, approvals and permits for the commencement of construction of the Generating Facility, and execution of an engineering, procurement, and construction contract and issuance thereunder of a notice to proceed that authorizes the contractor to mobilize to Site and begin physical construction (including, at a minimum, excavation for foundations or the installation or erection of improvements) at the Site. The date of Construction Start will be evidenced by and subject to Seller’s delivery to Buyer of a certificate substantially in the form attached as Exhibit J hereto, and the date certified therein shall be the “**Construction Start Date**”.
- b. If Construction Start is not achieved by the Guaranteed Construction Start Date, Seller shall pay Daily Delay Damages to Buyer on account of such delay. Daily Delay Damages shall be payable for each day for which Construction Start has not begun by the Guaranteed Construction Start Date. Daily Delay Damages shall be payable to Buyer by Seller until the earlier of (i) Seller reaches Construction Start of the Facility, or (ii) Daily Delay Damages have become payable for one hundred twenty (120) days. On or before the tenth (10th) day of each month, Buyer shall invoice Seller for Daily Delay Damages, if any, accrued during the prior month and, within ten (10) Business Days following Seller’s receipt of such invoice, Seller shall pay Buyer the amount of the Daily Delay Damages set forth in such invoice. Daily Delay Damages shall be refundable to Seller pursuant to Section 2(b) of this Exhibit B. The Parties agree that Buyer’s receipt of Daily Delay Damages shall be Buyer’s sole and exclusive remedy for the delay in achieving the Construction Start Date on or before the Guaranteed Construction Start Date, but shall (x) not be construed as Buyer’s declaration that an Event of Default has occurred under any provision of Section 11.1 and (y) not limit Buyer’s right to receive a Damage Payment upon exercise of Buyer’s rights pursuant to Section 11.2.

2. **Commercial Operation of the Facility.** “**Commercial Operation**” means the condition existing when (i) Seller has fulfilled all of the conditions precedent in Section 2.2 of the Agreement and (ii) Seller has confirmed to Buyer in writing that Commercial Operation has been achieved. The “**Commercial Operation Date**” shall be the later of (x) [the Expected Commercial Operation Date] or (y) the date on which Commercial Operation is achieved. [Note: early COD to be discussed]

- a. Seller shall cause Commercial Operation for the Facility to occur by the Expected Commercial Operation Date (as such date may be extended by the Development

Cure Period (defined below), the “**Guaranteed Commercial Operation Date**”). Seller shall notify Buyer that it intends to achieve Commercial Operation at least sixty (60) days before the anticipated Commercial Operation Date.

- b. If Seller achieves Commercial Operation by the Guaranteed Commercial Operation Date, all Daily Delay Damages paid by Seller shall be refunded to Seller. Seller shall include the request for refund of the Daily Delay Damages with the first invoice to Buyer after Commercial Operation.
- c. If Seller does not achieve Commercial Operation by the Guaranteed Commercial Operation Date, Seller shall pay Commercial Operation Delay Damages to Buyer for each day after the Guaranteed Commercial Operation Date until the Commercial Operation Date. Commercial Operation Delay Damages shall be payable to Buyer by Seller until the Commercial Operation Date. On or before the tenth (10th) day of each month, Buyer shall invoice Seller for Commercial Operation Delay Damages, if any, accrued during the prior month. The Parties agree that Buyer’s receipt of Commercial Operation Delay Damages shall be Buyer’s sole and exclusive remedy for the first [sixty (60)] days of delay in achieving the Commercial Operation Date on or before the Guaranteed Commercial Operation Date, but shall (x) not be construed as Buyer’s declaration that an Event of Default has occurred under any provision of Section 11.1 and (y) not limit Buyer’s right to receive a Damage Payment upon exercise of Buyer’s default right pursuant to Section 11.2.

3. **Termination for Failure to Achieve Commercial Operation.** [REDACTED]

4. **Extension of the Guaranteed Dates.** The Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date shall be automatically extended on a day-for-day basis (the “**Development Cure Period**”) for the duration of the following delays:

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

Upon request from Buyer, Seller shall provide documentation demonstrating to Buyer's reasonable satisfaction that the delays described above did not result from Seller's actions or failure to take commercially reasonable actions.

5. **Failure to Reach Guaranteed Capacity.** If, at Commercial Operation, the Installed Capacity is less than the Guaranteed Capacity, [REDACTED]

[REDACTED]

in the event that the Installed Capacity is still less than the Guaranteed Capacity as of such date, Seller shall pay "**Capacity Damages**" to Buyer.

[REDACTED]

6. **Buyer's Right to Draw on Development Security.** If Seller fails to timely pay any Daily Delay Damages or Commercial Operation Delay Damages, Buyer may draw upon the Development Security to satisfy Seller's payment obligation thereof, and Seller shall replenish the Development Security to its full amount within five (5) Business Days after such draw.

EXHIBIT C
RESERVED

EXHIBIT D

NOTICES

<p>TEHACHAPI PLAINS WIND, LLC (“Seller”)</p>	<p align="right">_____ (“Buyer”)</p>
<p>All Notices: Terra-Gen, LLC 11455 El Camino Real, Suite 160 San Diego, CA 92130</p> <p>With a copy to: Jeff.Cast@terra-gen.com <jcast@terra-gen.com></p>	<p>All Notices:</p> <p>Street: City: Attn:</p> <p>Phone: Facsimile: Email:</p>
<p>Reference Numbers: Duns: Federal Tax ID Number:</p>	<p>Reference Numbers: Duns: Federal Tax ID Number:</p>
<p>Invoices: Attn: Phone: Facsimile: E-mail:</p>	<p>Invoices: Attn: Phone: Facsimile: E-mail:</p>
<p>Scheduling: TG Operations Center at 661-822-2440 or 661-822-2441</p>	<p>Scheduling: Attn: Phone: Facsimile: Email:</p>
<p>Confirmations: Attn: Phone: Facsimile: Email:</p>	<p>Confirmations: Attn: Phone: Facsimile: Email:</p>
<p>Payments: Attn: Phone: Facsimile: E-mail:</p>	<p>Payments: Attn: Phone: Facsimile: E-mail:</p>
<p>Wire Transfer: BNK: ABA: ACCT:</p>	<p>Wire Transfer: BNK: ABA: ACCT:</p>

TEHACHAPI PLAINS WIND, LLC (“Seller”)	_____ (“Buyer”)
With additional Notices of an Event of Default to: Attn: Phone: Facsimile: E-mail:	With additional Notices of an Event of Default to: Attn: Phone: Facsimile: E-mail:
Emergency Contact: Attn: Operations 24/7 Desk Phone: 661-822-2440 or 661-822-2441 Facsimile: 661-822-240 Email:	Emergency Contact: Attn: Phone: Facsimile: Email:

EXHIBIT E
RESERVED

EXHIBIT F

GUARANTEED ENERGY PRODUCTION DAMAGES CALCULATION

In accordance with Section 4.7, if Seller fails to achieve the Guaranteed Energy Production during any Performance Measurement Period, a liquidated damages payment shall be due from Seller to Buyer, calculated as follows:

$$[(A - B) * (C - D)]$$

where:

A = the Guaranteed Energy Production amount for the Performance Measurement Period, in MWh

B = the Adjusted Energy Production amount for the Performance Measurement Period, in MWh

C = Replacement price for the Performance Measurement Period, in \$/MWh, which is the sum of (a) the simple average of the Integrated Forward Market hourly price for all the hours in the Performance Measurement Period, as published by the CAISO, for the SP 15 Existing Zone Generation Trading Hub (as defined in the CAISO Tariff), [REDACTED]

D = the Contract Price for the Performance Measurement Period, in \$/MWh

No payment shall be due if the calculation of (A - B) or (C - D) yields a negative number.

Within sixty (60) days after each Performance Measurement Period, Buyer will send Seller Notice of the amount of damages owing, if any, which shall be payable to Buyer before the later of (a) thirty (30) days of such Notice and (b) ninety (90) days after each Performance Measurement Period, provided that the amount of damages owing shall be adjusted to account for Replacement Product, if any, delivered after each applicable Performance Measurement Period.

Additional Definitions:

“**Adjusted Energy Production**” shall mean the sum of the following: Metered Energy + Deemed Delivered Energy + Lost Output + Replacement Product.

“**Lost Output**” means the sum of electric energy in MWh that would have been generated and delivered for sale hereunder, but was not, on account of Force Majeure Event, Buyer Default, or Curtailment Order. The additional MWh shall be calculated using Buyer’s Share of the equation provided by Seller to reflect the potential generation of the Facility as a function of Available Capacity, wind speed, and wind direction and using relevant Facility availability, weather and other pertinent data for the period of time during the period in which the Force Majeure Event, Buyer Default, or Curtailment Order occurred.

“Replacement Green Attributes” means Renewable Energy Credits of the same Portfolio Content Category (i.e., PCC1) as the Product and of the same timeframe for retirement as the Renewable Energy Credits that would have been generated by the Facility during the Performance Measurement Period for which the Replacement Green Attributes are being provided.

“Replacement Energy” means energy produced by the Facility or a facility other than the Facility that, at the time delivered to Buyer, qualifies under Public Utilities Code 399.16(b)(1), and has Green Attributes that have the same or comparable value, including with respect to the timeframe for retirement of such Green Attributes, if any, as the Green Attributes that would have been generated by the Facility during the Contract Year for which the Replacement Energy is being provided.

“Replacement Product” means (a) Replacement Energy, and (b) all Replacement Green Attributes.

EXHIBIT G
PROGRESS REPORTING FORM

Each Progress Report must include the following items:

1. Executive Summary.
2. Facility description.
3. Site plan of the Facility.
4. Description of any planned changes to the Facility or the site.
5. Gantt chart schedule showing progress on achieving each of the Milestones.
6. Summary of activities during the previous calendar month, including any OSHA labor hour reports.
7. Forecast of activities scheduled for the current calendar quarter.
8. Written description about the progress relative to Seller's Milestones, including whether Seller has met or is on target to meet the Milestones.
9. List of issues that could potentially affect Seller's Milestones.
10. A status report of start-up activities including a forecast of activities ongoing and after start-up, a report on Facility performance including performance projections for the next twelve (12) months.
11. Progress and schedule of all agreements, contracts, permits, approvals, technical studies, financing agreements and major equipment purchase orders showing the start dates, completion dates, and completion percentages.
12. Pictures, in sufficient quantity and of appropriate detail, in order to document construction and startup progress of the Facility, the interconnection into the Transmission System and all other interconnection utility services.
13. Any other documentation reasonably requested by Buyer.

EXHIBIT H
RESERVED

EXHIBIT I-1

FORM OF COMMERCIAL OPERATION DATE CERTIFICATE

[NOTE: TO BE UPDATED]

This certification (“**Certification**”) of Commercial Operation is delivered by _____ [*licensed professional engineer*] (“**Engineer**”) to [Buyer] (“**Buyer**”) in accordance with the terms of that certain Power Purchase and Sale Agreement dated _____ (“**Agreement**”) by and between [Seller] and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Engineer hereby certifies and represents to Buyer the following:

- (1) Seller has installed equipment with a nameplate capacity of no less than [eighty-five percent (85%)] of the Guaranteed Capacity.
- (2) Authorization to parallel the Facility was obtained by the Participating Transmission Provider, [Name of Participating Transmission Owner as appropriate] on _____ [DATE]_____.
- (3) The Participating Transmission Provider or Distribution Provider has provided documentation supporting full unrestricted release for Commercial Operation by [Name of Participating Transmission Owner as appropriate] on _____ [DATE]_____.
- (4) The CAISO has provided notification supporting Commercial Operation, in accordance with the CAISO tariff on _____ [DATE]_____.

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this _____ day of _____, 20__.

[LICENSED PROFESSIONAL ENGINEER]

By: _____

Its: _____

Date: _____

EXHIBIT I-2

FORM OF INSTALLED CAPACITY CERTIFICATE

[NOTE: TO BE UPDATED]

This certification ("**Certification**") of Installed Capacity is delivered by [licensed professional engineer] ("**Engineer**") to [*Buyer*] ("**Buyer**") in accordance with the terms of that certain Power Purchase and Sale Agreement dated _____ ("**Agreement**") by and between [*SELLER ENTITY*] and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

The aggregate nameplate capacity of the installed generating units comprising the Facility, less expected Station Use and Electrical Losses prior to the Delivery Points, is __MW AC ("**Installed Capacity**").

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this _____ day of _____, 20__.

[LICENSED PROFESSIONAL ENGINEER]

By: _____

Its: _____

Date: _____

EXHIBIT J

FORM OF CONSTRUCTION START DATE CERTIFICATE

This certification ("**Certification**") of the Construction Start Date is delivered by [SELLER ENTITY] ("**Seller**") to [*Buyer*] ("**Buyer**") in accordance with the terms of that certain Power Purchase and Sale Agreement dated _____ ("**Agreement**") by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Seller hereby certifies and represents to Buyer the following:

- (1) the EPC Contract related to the Facility was executed on _____;
- (2) the Limited Notice to Proceed with the construction of the Facility was issued on _____ (attached);
- (3) the Construction Start Date has occurred;
- (4) the precise Site on which the Facility is located is, which must be within a one-mile radius of the boundaries of the previously identified Site: _____ (such description shall amend the description of the Site in Exhibit A).

IN WITNESS WHEREOF, the undersigned has executed this Certification on behalf of Seller as of the ___ day of _____.

[SELLER ENTITY]

By: _____

Its: _____

Date: _____

EXHIBIT K
FORM OF LETTER OF CREDIT

[UNDER REVIEW]

[Issuing Bank Letterhead and Address]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [XXXXXXXX]

Date:

Bank Ref.:

Amount: US\$[XXXXXXXXXX]

Expiry Date:

Beneficiary:

[]

[Address]

[]

Ladies and Gentlemen:

By the order of _____ (“Applicant”), we, [insert bank name and address] (“Issuer”) hereby issue our Irrevocable Standby Letter of Credit No. [XXXXXXXX] (the “Letter of Credit”) in favor of [] (“Beneficiary”), [], for an amount not to exceed the aggregate sum of U.S. \$[XXXXXXXX] (United States Dollars [XXXXXX] and 00/100), pursuant to that certain Power Purchase and Sale Agreement dated as of _____ and as amended (the “Agreement”) between Applicant and Beneficiary. This Letter of Credit shall become effective immediately and shall expire on _____, 201_.

Funds under this Letter of Credit are available to you against your draft(s) drawn on us at sight, referencing thereon our Letter of Credit No. [XXXXXXXX] accompanied by your dated statement purportedly signed by your duly authorized representative, in the form attached hereto as Exhibit A, containing one of the two alternative paragraphs set forth in paragraph 2 therein.

We hereby agree with the Beneficiary that all drafts drawn under and in compliance with the terms

of this Letter of Credit, that such drafts will be duly honored upon presentation to the drawee at [insert bank address]. Payment shall be made by Issuer in U.S. dollars with Issuer's own immediately available funds.

Partial draws are permitted under this Letter of Credit.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without an amendment for a one year period beginning on the present expiry date hereof and upon each anniversary for such date, unless at least one hundred twenty (120) days prior to any such expiry date we have sent to you written notice by overnight courier service that we elect not to extend this Letter of Credit, in which case it will expire on its the date specified in such notice. No presentation made under this Letter of Credit after such expiry date will be honored.

Notwithstanding any reference in this Letter of Credit to any other documents, instruments or agreements, this Letter of Credit contains the entire agreement between Beneficiary and Issuer relating to the obligations of Issuer hereunder.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600 (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern. In the event of an act of God, riot, civil commotion, insurrection, war or any other cause beyond Issuer's control (as defined in Article 36 of the UCP) that interrupts Issuer's business and causes the place for presentation of the Letter of Credit to be closed for business on the last day for presentation, the expiry date of the Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

Please address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department at [insert bank address information], referring specifically to Issuer's Letter of Credit No. [XXXXXXXX]. For telephone assistance, please contact Issuer's Standby Letter of Credit Department at [XXX-XXX-XXXX] and have this Letter of Credit available.

[Bank Name]

[Insert officer name]
[Insert officer title]

(DRAW REQUEST SHOULD BE ON BENEFICIARY’S LETTERHEAD)

Drawing Certificate

[Insert Bank Name and Address]

Ladies and Gentlemen:

The undersigned, a duly authorized representative of [], [], as beneficiary (the “Beneficiary”) of the Irrevocable Letter of Credit No. [XXXXXXX] (the “Letter of Credit”) issued by [insert bank name] (the “Bank”) by order of _____ (the “Applicant”), hereby certifies to the Bank as follows:

- 1. Applicant and Beneficiary are party to that certain Power Purchase and Sale Agreement dated as of _____, 20__ (the “Agreement”).
- 2. Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. \$ _____ because a [Buyer][Seller] Event of Default (as such term is defined in the Agreement) has occurred.

or

Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. \$ _____, which equals the full available amount under the Letter of Credit, because Applicant is required to maintain the Letter of Credit in force and effect beyond the expiration date of the Letter of Credit but has failed to provide Beneficiary with a replacement Letter of Credit or other acceptable instrument within thirty (30) days prior to such expiration date.

- 3. The undersigned is a duly authorized representative of [] and is authorized to execute and deliver this Drawing Certificate on behalf of Beneficiary.

You are hereby directed to make payment of the requested amount to [] by wire transfer in immediately available funds to the following account:

[Specify account information]

[]

Name and Title of Authorized Representative

Date _____

EXHIBIT L

FORM OF REPLACEMENT RA NOTICE

This Replacement RA Notice (this “**Notice**”) is delivered by [SELLER ENTITY] (“**Seller**”) to [Buyer] (“**Buyer**”) in accordance with the terms of that certain Power Purchase and Sale Agreement dated _____ (“**Agreement**”) by and between Seller and Buyer. All capitalized terms used in this Notice but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Pursuant to Section 3.9(b) of the Agreement, Seller hereby provides the below Replacement RA product information:

Unit Information¹

Name	
Location	
CAISO Resource ID	
Unit SCID	
Prorated Percentage of Unit Factor	
Resource Type	
Point of Interconnection with the CAISO Controlled Grid (“substation or transmission line”)	
Path 26 (North or South)	
LCR Area (if any)	
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment	
Run Hour Restrictions	
Delivery Period	

Month	Unit CAISO NQC (MW)	Unit Contract Quantity (MW)
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

¹ To be repeated for each unit if more than one.

[SELLER ENTITY]

By: _____

Its: _____

Date: _____

STAFF REPORT
City of Lancaster

Date: December 10, 2019
To: Mayor Parris and City Council Members
From: Pam Statsmann, Finance Director
Subject: **Check Registers – October 20, 2019 through November 16, 2019**

CC 2
12/10/19
JC

Recommendation:

Approve the Check Registers as presented.

Fiscal Impact:

\$ 13,116,036.13 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.:	7407323-7408319	\$ 7,419,536.73
ACH/Wire Check Nos.:	101010491-101010518	<u>\$ 5,696,499.40</u>
		\$13,116,036.13
Voided Check No.:	7407540; 7407602	
Voided ACH/Wire No.:	N/A	

PS:sp

Attachments:

Check Register
ACH/Wire Register

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7407323	C2060	CA WATER SERVICE COMPANY	09/10/19-10/14/19 WATER SVC	3,200.39	482 4636654	3,200.39
7407324	D4665	HARTANTO, LANY V	LH-PR DM-MENIFEE-10/28/19	49.50	101 4220256	49.50
7407325	D1701	HITE, TIMIKA	TH-PRDM-ALXNDRIA-10/29-11/1/19	266.00	101 4315256	266.00
7407326	07700	HIX, SHELDON	SH-PR DM-BISHOP-10/25-28/19	231.00	101 4755201	231.00
7407327	09346	NEAL SHELTON ENTERTAINMENT	FOD-NEAL SHELTON ENT-11/02/19	1,300.00	101 4649563	1,300.00
7407328	09748	SAAVEDRA, LULU	RFND-ROBERT TAPIA-ORDR #133159	170.00	101 3405104	170.00
7407329	03154	SO CA EDISON	09/09/19-10/08/19 ELECTRIC SVC	567.01	203 4636652 482 4636652 484 4755652	32.99 521.68 12.34
				567.01		567.01
7407330	03154	SO CA EDISON	08/26/19-10/17/19 ELECTRIC SVC	4,560.24	101 4633652 203 4785652 482 4636652 483 4785660	3,698.19 52.83 153.22 656.00
				4,560.24		4,560.24
7407331	03154	SO CA EDISON	08/14/19-10/15/19 ELECTRIC SVC	8,486.87	480 4755652 483 4785652 483 4785660 484 4755652 485 4755652 490 4250652	471.38 5,619.08 31.34 197.78 1,802.24 365.05
				8,486.87		8,486.87
7407332	D0296	WATKINS, DONALD	DW-PR DM-BISHOP-10/25-28/19	231.00	101 4755201	231.00
7407333	751	A V BOARD OF TRADE	AVBOT MEMBERSHIP RENEWAL	549.00	101 4240206	549.00
7407334	C0077	A V E K	MTNC YD-BACTERIOLOGICAL TESTS	46.00	485 4755301	46.00
7407335	A5389	A V FAIR	REIMB-4TH OF JULY FIRE MRSHALL	2,878.00	101 4649560	2,878.00
7407336	C7634	A V SPORT TRUCK	2019 RAM 2500 REPAIRS	3,230.36	101 4245207	3,230.36
7407337	05445	ADELMAN BROADCASTING, INC	PAC-10/19 ADS-LEE ROCKER	240.00	101 4650205	240.00
7407338	08894	ADHERENCE COMPLIANCE INC	MEDICAL CANNABIS SUPPORT SVCS	3,150.00	101 4230301	3,150.00
7407339	C8745	ADVANCE ELECTRIC	LBP-SPRINKLER RPR ADDTNL WRK CH-LIGHTING PROJECT	925.00 800.00	482 4636401 101 4633402	925.00 800.00

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			CH-LIGHTING PROJECT	700.00	101 4633402	700.00
				2,425.00		2,425.00
7407340	D3746	ADVANCED TRANSPORTATION CO INC	MTNC YD-TRAILER	1,580.00	330 4755780	1,580.00
7407341	05694	ADVANTEC CONSULTING ENGINEERS	CP17019-TRAFFIC SIGNAL TIMING	3,465.00	217 16TS030924	3,465.00
7407342	03918	AGENCY FOR THE PERFORMING ARTS	DEP-MICKY DOLENZ-11/08/19	8,500.00	101 4650318	8,500.00
7407343	09708	AIR REEL DRONE SERVICES	CP18001-PICS FOR PMP PROJECT	825.00	209 12ST037924	825.00
7407344	C6143	AMERICAN BUSINESS MACHINES	FINANCE-SCANNER	7,793.12	101 4410751	7,793.12
7407345	D3147	AMERICAN PLUMBING SERVICES,INC	PBP-BACKFLOW TEST	170.00	101 4631301	170.00
7407346	02693	ANDY GUMP, INC	PBP-FENCE RENTL-10/04-31/19	33.51	101 4631602	33.51
			OMP-FENCE RNTL-09/09-10/06/19	1,463.43	101 4634402	1,463.43
			SOL-FENCE RENTL-09/04-29/19	25,490.65	101 4649568	25,490.65
				26,987.59		26,987.59
7407347	09743	ANTELOPE VALLEY CHEVROLET INC	RSC-MORLEE PURCHASE 10/15/19	3,000.00	490 4250772	3,000.00
7407348	09102	ARCHIVESOCIAL	MONTHLY ARCHIVE SOCIAL STANDRD	4,788.00	101 4305301	4,788.00
7407349	D0879	B'S EMBROIDERY ETC	CH-UNIFORM HATS(30)	492.75	101 4633209	492.75
7407350	08380	BARRERA, RICARDO	CATERING SVC-CARES-09/24/19	400.00	101 4648270	400.00
7407351	09732	BORRMANN METAL CENTER INC	OMP-STEEL FOR MEMORL MONOLITHS	19,019.50	261 11BS026924	19,019.50
7407352	08902	BUILDERS UNLIMITED CONSTRUCTRS	FENCE DAMAGE REPAIRS	10,800.00	203 4636460	10,800.00
7407353	00382	CARRIER COMMUNICATIONS	10/19-HAUSER MTN SITE RENT	581.68	101 4245350	581.68
7407354	03475	CLARK AND HOWARD	TOWING FEES-EQ5835	65.00	101 4635207	65.00
			TOWING FEE-EQ5611	60.00	101 4635207	60.00
				125.00		125.00
7407355	08484	CONSOLIDATED ELECTRCL DIST INC	CODING TAPE/CABLE TIES	137.52	101 4633403	137.52
			EDP-LIGHTS	32.85	101 4631403	32.85
				170.37		170.37
7407356	07545	COSTAR REALTY INFORMATION INC	10/19-PROFESSIONAL SERVICES	1,046.44	101 4240301	1,046.44
7407357	09612	COUNTY OF LA - PUBLIC WORKS	CP20001-2020 PVMNT MNGMNT PRGR	1,571.55	205 12ST040924	1,571.55
			CP20001-2020 PVMNT MNGMNT PRGR	9,384.85	205 12ST040924	9,384.85
				10,956.40		10,956.40
7407358	08242	DAVID VICTOR PRESENTS LLC	DEP-DAVID VICTOR-05/16/19	3,750.00	101 4650318	3,750.00
7407359	06866	DEPT OF INDUSTRIAL RELATIONS	LMS-ELEVATOR PERMIT	225.00	101 4632311	225.00

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7407360	00414	DESERT LOCK COMPANY	JRP-LOCKS(6) CH-ELECTRICAL LATCH-HR CH-KEYS(22) CDR-SVC/ADJUSTMENT FEES CH-KEY ROOM-KEYS(24)	121.09 410.63 30.66 57.50 50.36 <u>670.24</u>	101 4631404 101 4633403 101 4633403 101 4633403 101 4633403	121.09 410.63 30.66 57.50 50.36 <u>670.24</u>
7407361	09191	DESIGNERS TOUCH LANDSCAPE INC	OMP-HARDSCAPE CH-SOUTH PLANTER AGAVES(15)	3,950.00 1,950.00 <u>5,900.00</u>	101 4634404 101 4631402	3,950.00 1,950.00 <u>5,900.00</u>
7407362	05473	DEWEY PEST CONTROL	MTNC YD-10/19-PEST CONTROL MLS-10/19-PEST CONTROL WH-10/19-PEST CONTROL PAC-10/19-PEST CONTROL CH-10/19-PEST CONTROL CDR ST-10/19-PEST CONTROL LUC-10/19-PEST CONTROL LBP-10/19-PEST CONTROL	137.00 90.00 70.00 50.00 140.00 90.00 75.00 95.00 <u>747.00</u>	203 4752301 101 4633301 101 4633301 101 4650301 101 4633301 101 4633301 101 4633301 101 4636301	137.00 90.00 70.00 50.00 140.00 90.00 75.00 95.00 <u>747.00</u>
7407363	08329	E C S IMAGING INC	PRJCT MANAGEMENT/CONSLTNG SVCS PRJCT MANAGEMENT/CONSLTNG SVCS	420.75 168.75 <u>589.50</u>	109 4210302 109 4210302	420.75 168.75 <u>589.50</u>
7407364	09745	EDDY, ALLISON L	RFND-PARKING CIT-32022669	39.00	101 3310200	39.00
7407365	09368	ENODO GLOBAL, INC.	PS RISK ASSESSMENT MODULE	2,000.00	101 4240301	2,000.00
7407366	06857	ENTERTAINMENTMAX, INC	CMMSSNS-FRANKIE J-10/22/19 CMMSSNS-LEE ROCKER-10/14/19	1,000.00 850.00 <u>1,850.00</u>	101 4650301 101 4650301	1,000.00 850.00 <u>1,850.00</u>
7407367	D2427	ENVIRONMENTAL SOUND SOLUTIONS	10/19-MUSIC SERVICE	65.00	101 4633301	65.00
7407368	09416	FAZIO, MATTHEW S.	10/19-LTV VIDEO PRODUCTION	520.00	101 4307296	520.00
7407369	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS EXPRESS MAILINGS	54.97 118.37 <u>173.34</u>	101 4410212 232 16ST030924 101 4410212 101 4600212 101 4770212	26.67 28.30 21.57 25.85 70.95 <u>173.34</u>
7407370	08441	FRANKLIN TRUCK PARTS INC	AIR PRMY/ CCV FLTR-EQ3988	354.82	480 4755207	354.82
7407371	09103	G & F LIGHTING SUPPLY	MTNC YD-LIGHT BULBS(15)	79.47	483 4785665	79.47
7407372	08968	GOTIME CONTROL INC	OMP-TENNIS CRT WARNING LIGHTS	9,989.81	104 4631402	9,989.81
7407373	819	HERC RENTALS INC	SOL-EQPMNT RNTL-09/23-30/19	6,672.34	101 4649568	6,672.34

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

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7407374	C9535	HILLYARD/LOS ANGELES	JANITORIAL SUPPLIES	1,161.58	101 4633406	1,161.58
7407375	09083	INT'L BUSINESS MACHINES CORP	WATSON DATA PLATFORM CONSULTNG	34,660.00	101 4240301	34,660.00
7407376	A2594	INTERSTATE BATTERY SYS OF A V	BATTERIES(7)	706.10	101 4300207	108.74
					101 4632207	55.70
					483 4785207	245.68
					483 4785207	295.98
			BATTERIES(4)	439.99	101 4647207	106.72
					101 4762207	106.72
					203 4752207	103.70
					203 4752207	122.85
			BATTERY-EQ5853	123.85	101 4635207	123.85
				<u>1,269.94</u>		<u>1,269.94</u>
7407377	09369	INTERWEST CONSULTING GROUP INC	07/19-TRAFFIC ENGINEERING SVCS	5,257.50	210 15BR004924	5,257.50
			08/19-TRAFFIC ENGINEERING SVCS	320.00	210 15BR005924	320.00
			08/19-TRAFFIC ENGINEERING SVCS	3,342.50	210 15BR004924	3,342.50
			08/19-TRAFFIC ENGINEERING SVCS	510.00	210 15BR007924	510.00
				<u>9,430.00</u>		<u>9,430.00</u>
7407378	A8656	KIMLEY-HORN & ASSOCIATES INC	CP16008-PEDESTRIAN GAP CLOSURE	33,655.00	232 15SW016924	33,655.00
7407379	06059	KRAZAN & ASSOCIATES, INC	CP17005-2020 SFE RTE TO SCHOOL	4,860.00	210 15SW017924	4,860.00
7407380	D3426	LAW OFFICES CHRISTOPHER RAMSEY	CLAIM#004-17/CLGL-1383A1	12,090.00	109 4430300	12,090.00
			CLAIM#048-18/CLGL-1393A1	5,031.00	109 4430300	5,031.00
				<u>17,121.00</u>		<u>17,121.00</u>
7407381	08728	LEISURE CRAFT INC	JRP-TRASH CANS(10)	5,271.00	101 2175000	(400.52)
					212 11ZZ006924	5,671.52
				<u>5,271.00</u>		<u>5,271.00</u>
7407382	08387	LOOMIS	09/19-ARMORED CAR SERVICE	1,695.56	101 3501110	1,695.56
7407383	09176	MAIN STREET SIGNS	MTNC YD-METROLINK STENCIL	85.70	203 4785454	85.70
7407384	02270	MELDON GLASS	PAC-DOOR CLOSERS	2,087.00	101 4650403	2,087.00
7407385	09744	MENARD, DIANE	RFND-RENTAL HOUSING FEES	419.77	101 2179004	16.00
					101 3102400	192.77
					101 3102401	107.00
					101 3102500	104.00
				<u>419.77</u>		<u>419.77</u>
7407386	D3578	MINUTEMAN PRESS	LCE-POSTCARD MAILERS(5000)	535.00	490 4250213	535.00
			LCE-CALPINE PUSH NOTICES(210)	206.09	490 4250213	206.09
			LCE-CALPINE PUSH NOTICES(232)	155.87	490 4250213	155.87
			LCE-CALPINE PUSH NOTICES(5)	4.80	490 4250213	4.80
			LCE-CALPINE PUSH NOTICES(219)	208.47	490 4250213	208.47
			LCE-CALPINE PUSH NOTICES(196)	145.18	490 4250213	145.18

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

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				1,255.41		1,255.41
7407387	01184	MONTE VISTA CAR WASH	CAR WASHES(20)	371.00	101 4245207	19.00
					101 4300207	18.00
					101 4315207	19.00
					101 4647207	18.00
					101 4647207	18.00
					101 4647207	19.00
					101 4647207	19.00
					101 4647207	19.00
					101 4761207	19.00
					101 4761207	19.00
					101 4770207	18.00
					101 4783207	19.00
					101 4783207	19.00
					101 4800207	18.00
					101 4800207	19.00
					203 4752207	18.00
					203 4752207	18.00
					306 4342207	19.00
					486 4250207	18.00
					486 4250207	18.00
				<u>371.00</u>		<u>371.00</u>
7407388	08562	NAPA AUTO PARTS	AIR FILTER-EQ3988	107.17	480 4755207	107.17
			AIR FILTERS(8)-EQ3778	304.63	203 4752207	304.63
			WHEEL CAST-EQ5664	31.94	101 4634207	31.94
			AIR FILTER-EQ6814	5.66	101 4245207	5.66
			CDT/AIR FILTER-EQ3988	(107.17)	480 4755207	(107.17)
			CABIN AIR-EQ5853	11.13	101 4635207	11.13
			HYDRAULIC FILTER-EQ5608	5.15	101 4635207	5.15
			WIRE ROBE-EQ2386	390.41	101 4753207	390.41
			SPARK PLUG-EQ3999	11.72	203 4752207	11.72
				<u>760.64</u>		<u>760.64</u>
7407389	05741	P P G ARCHITECTURAL FINISHES	AHP-PAINT SUPPLIES	67.88	101 4631404	67.88
7407390	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>
7407391	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>
7407392	06160	PRIME TIME PARTY RENTALS	CARES-SOUND/JUMPERS	375.00	101 4648270	375.00
7407393	06874	PRINTS4LIFE	OMP-UNIFORM POLOS	1,635.93	101 4634209	1,635.93
			CH-PT STAFF UNIFORMS	1,182.60	101 4633209	1,182.60
				<u>2,818.53</u>		<u>2,818.53</u>

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

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7407394	02257	QUALITY SURVEYING, INC	CP17005-SAFE ROUTE TO SCHOOL	11,450.00	210 15SW017924	11,450.00
7407395	07002	READYREFRESH BY NESTLE	08/19-WTR COOLER RENTAL	30.12	101 4650301	30.12
7407396	09456	RRM DESIGN GROUP	PROFESSIONAL SVCS-W AVE L/15 W	2,652.50	101 4770301	2,652.50
7407397	D3947	S G A CLEANING SERVICES	JRP-LIGHT REPAIRS	655.00	101 4631404	655.00
			CH-GATE PANEL/REPAIRS	610.00	101 4633402	610.00
			JRP-WELDING REPAIRS	335.00	101 4631301	335.00
			LANC/10 W-RPLC LIGHTNG FLAGPLE	980.00	101 4633402	980.00
			LANC/10 W-RPLC LIGHTNG FLAGPLE	385.00	101 4633402	385.00
			ANNEX FENCE REPAIR	390.00	101 4633402	390.00
				<u>3,355.00</u>		<u>3,355.00</u>
7407398	06664	SEA SUPPLY	CPC-JANITORIAL SUPPLIES	790.85	101 4631406	790.85
			CPC-JANITORIAL SUPPLIES	589.95	101 4631406	589.95
				<u>1,380.80</u>		<u>1,380.80</u>
7407399	08126	SECURITY DEFENDERS	AHP/JRP-SCRITY SVC-09/22-30/19	1,485.00	101 4631301	1,485.00
7407400	D2568	SEQUOIA PACIFIC SOLAR I, LLC	CH-09/19(84109.28 KWH)	8,410.93	101 4633652	8,410.93
			MTNC YD-09/19(47029.56 KWH)	4,702.96	101 4633652	4,702.96
			OMP-09/19(24476.88 KWH)	2,447.69	101 4634652	2,447.69
			PAC-09/19(31122.16 KWH)	3,112.22	101 4650652	3,112.22
			LMS-09/19(53941.12 KWH)	5,394.11	101 4632652	5,394.11
				<u>24,067.91</u>		<u>24,067.91</u>
7407401	06174	SHAWNS PAINTING	WPL-POOL PAINTING	28,700.00	212 11ZZ006924	28,700.00
7407402	05952	SINCLAIR PRINTING COMPANY	FALL 2019 OUTLOOK(63310)	31,258.97	101 4305253	223.38
					101 4305253	18,621.35
					101 4643253	12,414.24
				<u>31,258.97</u>		<u>31,258.97</u>
7407403	5210	SLATER PIANO SERVICE	PAC-PIANO TUNING-LEE ROCKER	100.00	101 4650301	100.00
7407404	01816	SMITH PIPE & SUPPLY INC	WCP-IRRIGATION SUPPLIES	270.75	101 4631404	270.75
			WCP-PVC CAPS	8.86	101 4631404	8.86
			AHP-ROTORS	525.50	101 4631404	525.50
			MP-VALVE	162.63	101 4631404	162.63
			JRP-IRRIGATION SUPPLIES	364.92	101 4631404	364.92
			JRP-IRRIGATION SUPPLIES	85.00	101 4631404	85.00
			AHP-IRRIGATION SUPPLIES	127.11	101 4631404	127.11
			AHP-NOZZLES	79.45	101 4631404	79.45
				<u>1,624.22</u>		<u>1,624.22</u>
7407405	05413	STATEWIDE TRAFFIC SAFETY/SIGNS	RADARESIGN DOC07 STREETSMART	3,312.37	203 4785455	3,312.37
7407406	06321	SUPERKARTS! USA	SOL-2019 SCHOLARSHIP WINNER	8,500.00	101 4600308	8,500.00
7407407	D4127	THE BANK OF NEW YORK MELLON	SHERIFF ESCRW FEE-10/19-10/20	850.00	991 4240962	850.00

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

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7407408	04399	THE HOME DEPOT CREDIT SERVICES	MISC SMALL TOOLS/EQUIPMENT MISC SMALL TOOLS/EQUIPMENT	330.72 789.47 <u>1,120.19</u>	480 4755208 480 4755208	330.72 789.47 <u>1,120.19</u>
7407409	07372	THE MODERN TEA ROOM, LLC	READY,SET,CHRG-CTRNG-10/14/19	531.84	490 4250205	531.84
7407410	04239	TIM WELLS MOBILE TIRE SERVICE	SERVICE CALL-EQ5618	100.00	101 4631207	100.00
7407411	09747	TUCKER, LINDA	RFND-CLASS REGISTRATION	120.00	101 2182001	120.00
7407412	31009	UNIVERSAL ELECTRONIC ALARMS	LMS-FIRE ALARM PANEL WORK	560.00	101 4632402	560.00
7407413	C2434	VINSA INSURANCE ASSOCIATES	INSURANCE POLICY CHNGE-4TH QTR	108.36	101 3402400	108.36
7407414	31026	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES JANITORIAL SUPPLIES	514.77 36.49 <u>551.26</u>	101 4633406 101 4633406	514.77 36.49 <u>551.26</u>
7407415	09746	WELCH, MARSHA LOU	RFND-DAMAGE DEPOSIT	100.00	101 2182002	100.00
7407416	1215	L A CO WATERWORKS	08/07/19-10/15/19 WATER SVC	60,350.73	101 4633654 101 4634654 203 4636654 482 4636654 <u>60,350.73</u>	2,192.65 18,514.38 21,724.96 <u>17,918.74</u> 60,350.73
7407417	1973	CA DEPT OF TAX/FEE ADMINISTRTRN	ENERGY SRCHRG TAX FILING-QTR3	57,886.25	490 2175000	57,886.25
7407418	C7946	L A CO DEPT ANIMAL CARE&CONTRL	08/19-HOUSING COSTS	66,880.84	101 4820363	66,880.84
7407419	06313	R C BECKER & SON, INC	CP17012-INTERSECTION IMPRVMENTS CP17007-LANC BLVD/15TH E RDNBT	145,143.12 1,264.45 <u>146,407.57</u>	150 2100003 210 16ST007924 210 16ST007924 150 2100003 232 16ST006924 232 16ST006924	(7,639.11) 7,639.11 145,143.12 (66.55) 66.55 <u>1,264.45</u> 146,407.57
7407420	09160	ST. FRANCIS ELECTRIC, LLC	04/19-TRAFFIC SIGNAL RPSNSE 07/19-TRAFFIC SIGNAL MTNC 07/19-STREET LIGHTING MTNC 07/19-STREET LIGHTING RPSNSE 07/19-STREET LIGHTING RPSNSE 07/19-STREET LIGHTING RPSNSE 07/19-STREET LIGHTING RPSNSE 07/19-STREET LIGHTING RPSNSE 07/19-TRAFFIC SIGNAL RPSNSE 07/19-TRAFFIC SIGNAL RPSNSE 08/19-TRAFFIC SIGNAL MTNC 08/19-STREET LIGHTING MTNC 08/19-TRAFFIC SIGNAL RPSNSE 08/19-STREET LIGHTING MTNC	11,200.00 11,844.00 39,600.00 804.00 711.00 804.00 201.00 7,608.33 28,448.00 11,844.00 39,600.00 11,463.16 1,206.00	203 4785461 203 4785461 483 4785660 483 4785460 483 4785460 483 4785460 483 4785660 203 4785461 203 4785461 203 4785461 483 4785660 203 4785461 483 4785660	11,200.00 11,844.00 39,600.00 804.00 711.00 804.00 201.00 7,608.33 28,448.00 11,844.00 39,600.00 11,463.16 1,206.00

City of Lancaster Check Register



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			08/19-STREET LIGHTING RPSNSE	670.00	483 4785460	670.00
			08/19-STREET LIGHTING RPSNSE	804.00	483 4785460	804.00
			08/19-STREET LIGHTING RPSNSE	670.00	483 4785460	670.00
			08/19-STREET LIGHTING RPSNSE	1,139.00	483 4785460	1,139.00
				<u>168,616.49</u>		<u>168,616.49</u>
7407421	09752	EQUITY LEGAL GROUP, PC	EQUITY LGL GRP-CLNT TRST ACCT	32,500.00	109 4430300	32,500.00
7407422	00107	A V PRESS	09/19-LEGAL ADS	2,610.32	101 4210263	1,574.18
					101 4770263	1,036.14
				<u>2,610.32</u>		<u>2,610.32</u>
7407423	D0919	CA BUILDING STANDARDS	JUL-SEP 2019-GREEN BLDG FEES	727.20	101 2170000	55.00
					101 2179000	753.00
					101 3201120	(80.80)
				<u>727.20</u>		<u>727.20</u>
7407424	D1872	CA WATER ENVIRONMENTAL ASSN	DS-MEMBERSHIP RENEWAL	192.00	101 4220311	192.00
7407425	D1872	CA WATER ENVIRONMENTAL ASSN	OR-MEMBERSHIP RENEWAL	192.00	101 4220311	192.00
7407426	D0775	CAUDLE, JASON	JC-PR DM-REDONDO BCH-11/6-7/19	99.00	490 4250201	99.00
7407427	07642	CHISOM, TOI	TC-MLGE-LNG BEACH-10/16-18/19	109.50	101 4220256	109.50
7407428	D1545	CLETEHOUSE CAFE, INC	FOD-VIP CATERING-11/2/19	18,632.08	101 4649563	18,632.08
7407429	09741	CRITICAL CAR CARE, INC	EQ3831-REAREND REPAIR	5,482.07	203 4752207	5,482.07
7407430	5062	DEPT OF CNSRVTN-ADMIN SRV ACCT	JUL-SEP 2019-STRNG MOTION FEE	2,769.30	101 2172000	2,915.05
					101 3588100	(145.75)
				<u>2,769.30</u>		<u>2,769.30</u>
7407431	06857	ENTERTAINMENTMAX, INC	BAL-DAMAGE INC-11/16/19	2,500.00	101 4650318	2,500.00
7407432	D0315	FREGOSO, PHYLLIS	11/19-STANDARD RETAINER	8,300.00	101 4600301	8,300.00
7407433	D0641	HOLCOMB, SAKIMA	SH-BOOT/PANT REIMB	253.90	203 4752220	83.79
					484 4752220	170.11
				<u>253.90</u>		<u>253.90</u>
7407434	C8750	KATZ, MICHAEL	MK-MLGE-SAN DIEGO-10/01-04/19	208.80	101 4220256	208.80
7407435	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 22-2019	360.00	101 2171000	360.00
7407436	C8814	LAZAR, MICHAEL	ML-PR DM-COSTA MESA-11/6-7/19	99.00	484 4755201	99.00
7407437	09352	MAHONEY, JENNIFER	JM-MLGE-SAN DIEGO-10/01-04/19	208.80	101 4220256	208.80
7407438	09346	NEAL SHELTON ENTERTAINMENT	FOD-NEAL SHELTON ENT-11/02/19	4,700.00	101 4649563	4,700.00
7407439	C9949	O'CONNOR, SCOTT	SO-MLGE-SAN DIEGO-10/01-04/19	208.80	101 4220256	208.80

City of Lancaster Check Register



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Printed: 11/21/2019 15:53

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7407440	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 22-2019	1,010.12	101 2170200	1,010.12
7407441	08259	RITUALO, RYAN	RR-TRVL-DENVER-10/06-09/19	162.06	101 4315256	162.06
7407442	07994	RODRIGUEZ, OSCAR	OR-BOOT/PANT REIMB	350.00	480 4755220	350.00
7407443	08410	SENELLA, JAIME	JS-MLGE-LAS VEGAS-10/15-18/19	298.12	101 4200201	298.12
7407444	03154	SO CA EDISON	04/24/19-10/24/19 ELECTRIC SVC	3,949.77	101 4632652 101 4633652 209 16ST007924 321 15ST026924 363 4342770 483 4785660	1,688.12 1,995.33 119.20 26.23 14.44 106.45
				3,949.77		3,949.77
7407445	1907	SO CA GAS COMPANY	06/25/19-10/23/19 GAS SVC	6,189.02	101 4631655 101 4632655 101 4633655 101 4634655 101 4635655 101 4650655 101 4651655 101 4800403	2,965.32 461.51 1,959.45 64.11 50.30 574.76 108.42 5.15
				6,189.02		6,189.02
7407446	C2555	TIME WARNER CABLE	10/19-TV SERVICE-VICE MAYOR	35.82	101 4315651	35.82
7407447	C2555	TIME WARNER CABLE	10/09/19-11/08/19-BASIC TV	40.77	101 4315651	40.77
7407448	C2555	TIME WARNER CABLE	10/19-INTERNET/TV SERVICE	198.11	101 4315651	198.11
7407449	D3370	VERIZON WIRELESS	09/19-WIRELESS SERVICE	2,298.22	101 4315651	2,298.22
7407450	D3370	VERIZON WIRELESS	09/19-IPAD SERVICE	5,483.61	101 4315651	5,483.61
7407451	C6406	WELLS, KATHY	KW-PR DM-REDONDO-11/05-07/19	165.00	490 4250201	165.00
7407452	D0108	WIENKE, JAMES	JW-MLGE-SAN DIEGO-10/01-04/19	208.80	101 4220256	208.80
7407453	C0077	A V E K	BACTERIOLOGICAL TEST	20.00	101 4635301	20.00
7407454	08820	ACCOUNTING PRINCIPALS INC	JD/SP-FINANCE STFF-10/13-20/19	4,069.00	101 4410112	4,069.00
7407455	D3147	AMERICAN PLUMBING SERVICES,INC	OMP/AVTA-DRINKING FOUNTAIN RPR	862.39	207 4634402	862.39
7407456	D3517	AMERICASPRINTER.COM	BOO-HALLOWN MOVIE NIGHT FLYERS	81.02	101 4649561	81.02
7407457	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	81.92	101 4753209	81.92
			UNIFORM CLEANINGS	79.92	101 4753209	79.92
			UNIFORM CLEANINGS	87.23	101 4753209	87.23

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			UNIFORM CLEANINGS	85.16	101 4753209	85.16
			UNIFORM CLEANINGS	82.50	101 4753209	82.50
				416.73		416.73
7407458	07639	ARCTIC AIR AND REFRIGERATION	NSC-COMPRESSOR RPLCMNT ON HVAC	2,673.32	101 4635404	2,673.32
7407459	09751	ARMSTRONG, ALVIN JR	10/19-SPORTS OFFICIAL	168.00	101 4641308	168.00
7407460	04446	AUTO PROS	SMOG INSPECTION-EQ4330	45.00	101 4762207	45.00
			SMOG INSPECTION-EQ4742	45.00	203 4752207	45.00
			SMOG INSPECTION-EQ7505	45.00	480 4755207	45.00
			SMOG INSPECTION-EQ3825	45.00	101 4245207	45.00
			SMOG INSPECTION-EQ6810	45.00	101 4762207	45.00
			SMOG INSPECTION-EQ5827	45.00	101 4633207	45.00
			SMOG INSPECTION-EQ7507	45.00	101 4762207	45.00
			SMOG INSPECTION-EQ7768	45.00	101 4783207	45.00
			SMOG INSPECTION-EQ3307	45.00	484 4752207	45.00
				405.00		405.00
7407461	06440	AUTRY, SHAKIRA	10/19-SPORTS OFFICIAL	150.00	101 4641308	150.00
7407462	04151	AXES FIRE INC	FIRE CERT/EXTINGUISHER REFILL	85.63	101 4634301	85.63
7407463	D0879	B'S EMBROIDERY ETC	RANGER UNIFORM PATCHES	172.57	101 4647251	172.57
7407464	03485	BAKERSFIELD TRUCK CENTER	RAD/SWTCH SS-EQ3782	1,876.52	203 4752207	1,876.52
7407465	07205	BARNEY'S BLENDS, INC	OMP-CLAY	799.40	101 4634404	799.40
7407466	09755	BECKER, SYDNEY	FIGURE MODEL	100.00	101 4651251	100.00
7407467	201	BOHN'S PRINTING	FLYERS(2250)	235.43	324 4785770	235.43
7407468	D3303	BORCHARD FARMS	BOO-PUMPKINS/DELIVERY	2,770.00	101 4649561	2,770.00
7407469	06351	C T WEST, INC	MTNC YD-CONFLICT MONITORS	7,186.27	203 4785461	7,186.27
7407470	C0914	CAMPBELL II, EDWARD LEE	10/19-SPORTS OFFICIAL	874.00	101 4641308	874.00
7407471	06020	CANON FINANCIAL SERVICES, INC	10/19 COPIER LEASE	7,231.81	101 4410254	7,231.81
7407472	C5582	CARPETERIA	CH-COUNCIL CHAMBERS CARPET	17,902.50	701 11BS019924	17,902.50
7407473	00382	CARRIER COMMUNICATIONS	09/19-HAUSER MTN SITE RENT	581.68	101 4245350	581.68
7407474	04636	CAYENTA/N HARRIS COMPUTER CORP	10/19-CMS	4,767.00	101 4315302	4,767.00
7407475	C0054	COLE-ROUS, JOHN	10/19-SPORTS OFFICIAL	300.00	101 4641308	300.00
7407476	06554	COMMUSA	CODE ENF CAPABLE RADIOS	172.26	101 4245765	172.26
7407477	00794	CORRALES, RUDY	10/19-SPORTS OFFICIAL	161.00	101 4641308	161.00

City of Lancaster Check Register



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From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

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7407478	09739	DESTINATION LANCASTER	AVENTURES 2020-ADS	1,500.00	101 4650205	1,500.00
7407479	08643	EARTH SYSTEMS PACIFIC	CP17012-AVE I/10W-K/30 IMPROV	1,747.00	209 16ST007924	1,747.00
7407480	05665	EGGERTH, DARRELL	10/19-SPORTS OFFICIAL	897.00	101 4641308	897.00
7407481	06857	ENTERTAINMENTMAX, INC	DEP-DAMAGE INC-11/16/19 CMMSSNS-THLMA HOUSTN-10/21/19	2,500.00 1,800.00 <u>4,300.00</u>	101 4650318 101 4650301	2,500.00 1,800.00 <u>4,300.00</u>
7407482	07197	ESPRITT, JA VAUGHN	10/19-SPORTS OFFICIAL	125.00	101 4641308	125.00
7407483	C9406	ESTES, MAURICE (WH)	10/19-SPORTS OFFICIAL FTB ORDER TO WITHHOLD W/H ORDER FEE	46.00 (11.50) (2.50) <u>32.00</u>	101 4641308 101 2177001 101 3601100	46.00 (11.50) (2.50) <u>32.00</u>
7407484	D2844	FASHIONATE RHYTHM DANCE CO	MGC-DEP-EXTRAVADANCE-12/14/19	3,000.00	101 4649565	3,000.00
7407485	09416	FAZIO, MATTHEW S.	10/19-LTV VIDEO PRODUCTION	520.00	101 4307296	520.00
7407486	07665	FRONTIER ENERGY INC	09/19-PROFESSIONAL SERVICES	6,248.00	490 4250770	6,248.00
7407487	2600	GEORGE'S CLEANERS	UNIFORM CLEANINGS	32.75	101 4647251	32.75
7407488	04721	GET TIRES, INC	TIRES(4)-EQ7503 TIRES(4)-EQ4300	585.16 721.82 <u>1,306.98</u>	101 4631207 203 4752207	585.16 721.82 <u>1,306.98</u>
7407489	C5589	GODFREY, TERRY	BOO-MAGICIAN-10/26/19	950.00	101 4649561	950.00
7407490	08245	GOLDEN STATE LABOR COMPLIANCE	CP17007-LANC BLVD/15TH E RDNBT	1,957.17	232 16ST006924	1,957.17
7407491	08968	GOTIME CONTROL INC	OMP-FIELD LIGHTING UPGRADES TBP-LIGHTING UPGRADES OMP-LIGHTING UPGRADES	7,226.50 6,531.25 4,686.25 <u>18,444.00</u>	101 4634402 104 4631402 104 4631402	7,226.50 6,531.25 4,686.25 <u>18,444.00</u>
7407492	03430	GRAINGER	TILT UTILITY TRUCKS(2)	1,255.95	101 4633406	1,255.95
7407493	09697	GREATER AMERICA LLC	LOBBYING SVCS-08/20-09/19/19 LOBBYING SVCS-09/20-10/19/19 LOBBYING SVCS-10/20-11/19/19	10,000.00 10,000.00 10,000.00 <u>30,000.00</u>	101 4100301 101 4100301 101 4100301	10,000.00 10,000.00 10,000.00 <u>30,000.00</u>
7407494	02585	HARRELL, BARON	10/19-SPORTS OFFICIAL	592.00	101 4641308	592.00
7407495	819	HERC RENTALS INC	SOL-EQPMNT RNTL-09/23-30/19 SOL-EQPMNT RNTL-09/26-30/19 SOL-EQPMNT RNTL-09/26-10/03/19	1,944.69 1,664.64 1,031.51 <u>4,640.84</u>	101 4649568 101 4649568 101 4649568	1,944.69 1,664.64 1,031.51 <u>4,640.84</u>

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7407496	01260	HONDA LANCASTER	RSC-VANWORMER PRCHS-10/19/19	3,000.00	490 4250772	3,000.00
7407497	09759	HUNTER, MARY	RFND-DAMAGE DEPOSIT	100.00	101 2182001	100.00
7407498	09083	INT'L BUSINESS MACHINES CORP	WATSON DATA PLATFORM CONSULTNG	9,670.00	101 4240301	9,670.00
7407499	A2594	INTERSTATE BATTERY SYS OF A V	BATTERIES(5)	514.82	101 4635207	55.70
					101 4647207	106.72
					101 4820207	122.84
					203 4752207	229.56
			BATTERY-EQ2308	114.78	203 4752207	114.78
				629.60		629.60
7407500	09369	INTERWEST CONSULTING GROUP INC	09/19-TRAFFIC ENGINEERING SVCS	1,280.00	210 15BR005924	1,280.00
7407501	07696	JOHNSON, DONALD	10/19-SPORTS OFFICIAL	439.00	101 4641308	439.00
7407502	D1903	KERN MACHINERY INC-LANCASTER	ROTARY SWITCH-EQ3749	55.51	203 4752207	55.51
			WASHERS-EQ5853	44.61	101 4635207	44.61
			RTNR/DR/ST SSPNSN-EQ5853	2,418.57	101 4635207	2,418.57
			ELECTRIC CNNCTR TRMNL-EQ3749	4.93	203 4752207	4.93
			CROSS FIRE TRIMMER	72.24	482 4636404	72.24
				2,595.86		2,595.86
7407503	03575	LANCASTER AUTO INTERIORS	LABOR-EQ3822	310.00	203 4752207	310.00
			LABOR-EQ3822	427.13	203 4752207	427.13
				737.13		737.13
7407504	1203	LANCASTER PLUMBING SUPPLY	NSC-V/B KIT REGAL/HNDL/REP KIT	109.38	101 4635403	109.38
7407505	07126	MAILFINANCE INC.	08/01-10/31/19 LEASE PAYMENT	965.40	101 4600211	965.40
7407506	09417	MALDONADO, ARIEL	10/19-SPORTS OFFICIAL	874.00	101 4641308	874.00
7407507	09606	MARKS, MARGIE	RFND-CLASS REGISTRATION	90.00	101 2182001	90.00
7407508	05457	MAULDIN JR, LEO	10/19-SPORTS OFFICIAL	23.00	101 4641308	23.00
7407509	D3578	MINUTEMAN PRESS	LCE-CALPINE PUSH NOTICES(711)	438.84	490 4250213	438.84
			LCE-CALPINE PUSH NOTICES(955)	543.09	490 4250213	543.09
				981.93		981.93
7407510	05773	MORRISON WELL MAINTENANCE	NSC-09/19-BACTERIOLOGICAL TEST	795.00	101 4635301	795.00
7407511	C8944	MSC INDUSTRIAL SUPPLY CO	MTNC YD-CABLE TIES/CAPSCREWS	145.64	101 4753214	145.64
7407512	D1878	MURPHY & EVERTZ,ATTYS AT LAW	09/19-LGL SVCS-AV GRNDWTR MTRR	765.00	101 4100303	765.00
7407513	08562	NAPA AUTO PARTS	CNSTR VNT SLND-EQ2308	27.41	203 4752207	27.41
			GS GRND FLT SHC-EQ3759	103.00	203 4752207	103.00
			BATTERY-EQ1519	122.57	101 4800207	122.57

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				252.98		252.98
7407514	D2822	NATIONAL CINEMEDIA, LLC	PS-THEATER ADS-09/27-10/31/19	428.33	101 4800205	428.33
7407515	09302	NEWMAN-HARRISON, SUSAN	SOL-SOCIAL MEDIA CAMPAIGN	1,900.00	101 4649568	1,900.00
7407516	D2680	ORIGINAL WATERMEN, INC	SWIMSUITS/BOARDSHORTS	1,984.66	101 4642209	1,984.66
7407517	05741	P P G ARCHITECTURAL FINISHES	GRAFFITI REMOVAL SUPPLIES	19.67	203 4752502	19.67
			GRAFFITI REMOVAL SUPPLIES	39.36	203 4752502	39.36
			NSC-FIELD PAINT	1,060.62	101 4635404	1,060.62
			NSC-REPAIR KITS	685.67	101 4635207	685.67
			GRAFFITI REMOVAL SUPPLIES	19.67	203 4752502	19.67
				<u>1,824.99</u>		<u>1,824.99</u>
7407518	06984	PACIFIC DESIGN & INTEGRATION	09/19-BROADCAST MANAGER SVC	3,981.00	101 4307296	3,981.00
7407519	03307	PARKER, JESSE	10/19-SPORTS OFFICIAL	125.00	101 4641308	125.00
7407520	07249	PATRIOT PLUMBING	NSC-RESTROOM REPAIRS	136.00	101 4635403	136.00
7407521	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	5,500.00	101 4820301	5,500.00
7407522	08051	PEDRINI, BARBARA	02/19 AM EXERCISE INSTRUCTION	35.00	101 2140000	35.00
7407523	05602	PETROLEUM EQUIPMENT CONST SRV	09/19-DESIGNATED OPERATOR INSP	150.00	101 4753402	150.00
7407524	06709	PRICE, ROGER	10/19-SPORTS OFFICIAL	64.00	101 4641308	64.00
7407525	06160	PRIME TIME PARTY RENTALS	TBLE/CHAIRS/TENT RENTALS	1,787.00	101 4640251	1,787.00
7407526	06712	RICE, BRIAN S.	10/19-SPORTS OFFICIAL	69.00	101 4641308	69.00
7407527	C4435	ROACH'S TERMITE PEST CONTROL	NSC-10/19 PEST CONTROL	185.00	101 4635301	185.00
			OMP-10/19 PEST CONTROL	190.00	101 4634301	190.00
				<u>375.00</u>		<u>375.00</u>
7407528	D3947	S G A CLEANING SERVICES	LBP-SOLAR DOME CAMERAS	366.00	101 4636402	366.00
			OMP-BASEBALL CAGE REPAIRS	890.00	101 4646251	890.00
				<u>1,256.00</u>		<u>1,256.00</u>
7407529	A8260	SAGE STAFFING	SO-PBLC SFTY STFF-9/30-10/6/19	565.75	101 4820308	565.75
			SO-PUBLIC SFTY STFF-10/07-13/19	565.75	101 4820308	565.75
				<u>1,131.50</u>		<u>1,131.50</u>
7407530	C3064	SANTOS, RENALDO	10/19-SPORTS OFFICIAL	1,265.00	101 4641308	1,265.00
7407531	08790	SECURE TASK	MTNC YD-08/19-SECURITY PATROL	5,105.90	203 4752301	5,105.90
7407532	08126	SECURITY DEFENDERS	AHP/JRP-SCRITY SVC-10/01-07/19	1,155.00	101 4631301	1,155.00
			AHP/JRP-SCRITY SVC-10/08-15/19	1,320.00	101 4631301	1,320.00
			AHP/JRP-SCRITY SVC-10/16-20/19	825.00	101 4631301	825.00

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				3,300.00		3,300.00
7407533	05934	SHI INTERNATIONAL CORP	IT-SPLUNK PROFESSIONAL SVCS	9,925.00	101 4315301	9,925.00
7407534	1894	SIGNS & DESIGNS	BRUSHED ALUMINUM SIGNS/INSTLL	503.50	101 4641251	503.50
7407535	08337	SILVER LINING SOLUTIONS LLC	09/19 GENERAL SPVRT	1,450.00	101 4315301	1,450.00
			09/19 GENERAL SPVRT	1,377.50	101 4315301	1,377.50
				<u>2,827.50</u>		<u>2,827.50</u>
7407536	01816	SMITH PIPE & SUPPLY INC	OMP-VALVE BOX/WET OR DRY GALLN	200.46	101 4634404	200.46
			NSC-IRRIGATION SUPPLIES	187.73	101 4635404	187.73
			TBP-IRRIGATION SUPPLIES	122.05	101 4631404	122.05
				<u>510.24</u>		<u>510.24</u>
7407537	08988	SMITH, CHRISTINA	10/19 CONSULTING SRVCS	2,885.00	101 4300301	2,885.00
7407538	C0674	SOBALVARRO, DAVID	07/19-SPORTS OFFICIAL	207.00	101 4641308	207.00
7407539	04688	SPARKLETTS	WATER(7-24PKS)	70.09	101 4100205	70.09
7407540		VOID				
7407541	D2143	STREAMLINE AUDIO VISUAL, INC	SOL-FIBER REAL REPLACEMENT	4,800.00	101 4649568	4,800.00
			SOL-LED WALL HOOKUP	2,550.00	101 4649568	2,550.00
			SOL-VIEWING DECK	1,375.00	101 4649568	1,375.00
				<u>8,725.00</u>		<u>8,725.00</u>
7407542	09753	SUBARU ANTELOPE VALLEY	RSC-FRAGAS PURCHASE-10/23/19	3,000.00	490 4250772	3,000.00
7407543	08177	TEKWERKS	11/19-REMOTE MONITORING/MNGMNT	1,355.00	101 4315402	1,355.00
7407544	06962	TEN8 UNIFORMS	RANGERS UNIFORMS	1,879.79	101 4647209	1,879.79
7407545	C5522	THOMSON REUTERS-WEST PMT CENT	09/19-INFORMATION CHARGES	826.79	101 4245301	826.79
7407546	09754	TOYOTA OF LANCASTER	RSC-PURCHASES-10/14-19/19	6,000.00	490 4250772	3,000.00
					490 4250772	3,000.00
				<u>6,000.00</u>		<u>6,000.00</u>
7407547	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	138.52	203 4752410	138.52
			COLD MIX	278.68	203 4752410	278.68
			COLD MIX	119.63	203 4752410	119.63
				<u>536.83</u>		<u>536.83</u>
7407548	D2816	WASTE MANAGEMENT OF A V	COLUMBIA ELEMENTARY CLEAN-UP	498.34	101 4755355	498.34
7407549	31026	WAXIE SANITARY SUPPLY	OMP-JANITORIAL SUPPLIES	104.00	101 4634406	104.00
7407550	C5965	WOLF, LAWRENCE	06/19-SPORTS OFFICIAL	552.00	101 4641308	552.00
7407551	09201	XEROX FINANCIAL SERVICES LLC	09/27-10/26/19 LEASE PAYMENT	765.61	101 4410254	765.61

City of Lancaster Check Register



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From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

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7407552	08559	ZELDA'S 750 WEST	EVERCLEAR EVENT CATERING	108.00	101 4650257	108.00
7407553	D3242	ZIMMER, DANIEL	06/19-SPORTS OFFICIAL	851.00	101 4641308	851.00
7407554	1215	L A CO WATERWORKS	08/15/19-10/22/19 WATER SVC	55,131.45	101 4631654 101 4634654 203 4636654 482 4636654	11,699.41 7,693.00 701.21 35,037.83
				<u>55,131.45</u>		<u>55,131.45</u>
7407555	A8656	KIMLEY-HORN & ASSOCIATES INC	CP14010-AVE J PA/ED-08/31/19 CP13019-SR138-08/31/19-AVE M CP13018-SR-138 AVE K INTRCHNGE	189,584.71 76,428.00 4,667.50	210 15BR007924 210 15BR005924 210 15BR004924	189,584.71 76,428.00 4,667.50
				<u>270,680.21</u>		<u>270,680.21</u>
7407556	1214	L A CO SHERIFF'S DEPT	09/19 LAW ENFORCEMENT SVCS	2,268,671.42	101 4820354 101 4820357	2,048,014.09 220,657.33
				<u>2,268,671.42</u>		<u>2,268,671.42</u>
7407557	09596	SPOHN RANCH, INC.	SKATEPARK CONSTRUCTION	227,530.70	701 11BS028924	227,530.70
7407558	09665	TERRACARE ASSOCIATES, LLC	09/19-LMD MAINTENANCE 09/19-PERIMETER AREAS MTNC 09/19-BUSINESS PRK MAINTENANCE	52,463.36 16,616.52 2,969.14	482 4636402 203 4636264 482 4636401	52,463.36 16,616.52 2,969.14
				<u>72,049.02</u>		<u>72,049.02</u>
7407559	07755	1ST ASSEMBLY OF GOD LANCASTER	LCE-NEM PAYOUT LCE-NEM PAYOUT LCE-NEM PAYOUT LCE-NEM PAYOUT	1,377.37 442.86 1,285.41 2,500.60	490 4250658 490 4250658 490 4250658 490 4250658	1,377.37 442.86 1,285.41 2,500.60
				<u>5,606.24</u>		<u>5,606.24</u>
7407560	07756	1ST BAPTIST CHURCH LANCASTER	LCE-NEM PAYOUT	1,052.25	490 4250658	1,052.25
7407561	L0004	ACHERONTI, RANDY J	LCE-NEM PAYOUT	239.42	490 4250658	239.42
7407562	L0555	ADAMS, MICHELLE	LCE-NEM PAYOUT	161.66	490 4250658	161.66
7407563	L1014	ADAMS, NORMAN	LCE-NEM PAYOUT	113.65	490 4250658	113.65
7407564	L1015	ADTINCULA, JUSTIN	LCE-NEM PAYOUT	378.53	490 4250658	378.53
7407565	L1016	AISPURO, BONNIE	LCE-NEM PAYOUT	605.71	490 4250658	605.71
7407566	L1017	ALFARO, ANA	LCE-NEM PAYOUT	23.54	490 4250658	23.54
7407567	L1018	ALFEREZ, ANGEL	LCE-NEM PAYOUT	42.63	490 4250658	42.63
7407568	L1019	ALPERIN, KAMALJIT	LCE-NEM PAYOUT	22.51	490 4250658	22.51
7407569	L1020	ALVAREZ, DAVID	LCE-NEM PAYOUT	63.37	490 4250658	63.37

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7407570	L1021	ALVEY, JOHNNY S	LCE-NEM PAYOUT	45.57	490 4250658	45.57
7407571	L1022	AMEZCUA, MELISSA	LCE-NEM PAYOUT	58.71	490 4250658	58.71
7407572	L1023	ANDRADA, MAYDA	LCE-NEM PAYOUT	68.67	490 4250658	68.67
7407573	L0015	ANDRESEN, CAROL A	LCE-NEM PAYOUT	223.45	490 4250658	223.45
7407574	L0019	ARAMBURO, RAFAEL D	LCE-NEM PAYOUT	306.58	490 4250658	306.58
7407575	L1024	ASTUDILLO, TRACY	LCE-NEM PAYOUT	134.88	490 4250658	134.88
7407576	L1025	AYODELE, TOYIN	LCE-NEM PAYOUT	54.84	490 4250658	54.84
7407577	07764	BAIRD, MARK S	LCE-NEM PAYOUT	158.01	490 4250658	158.01
7407578	L0739	BALAYAN, LAURA	LCE-NEM PAYOUT	240.33	490 4250658	240.33
7407579	L0027	BARCUS, ROBERT L	LCE-NEM PAYOUT	11.26	490 4250658	11.26
7407580	L0566	BARILLAS, HEATHER	LCE-NEM PAYOUT	93.12	490 4250658	93.12
7407581	L1026	BARILLAS, RAMON	LCE-NEM PAYOUT	49.42	490 4250658	49.42
7407582	07765	BARR, ROBERT L	LCE-NEM PAYOUT	226.69	490 4250658	226.69
7407583	L0568	BARRAZA, CRISTINA	LCE-NEM PAYOUT	135.09	490 4250658	135.09
7407584	L0030	BAUERLE, SANDRA	LCE-NEM PAYOUT	81.75	490 4250658	81.75
7407585	L0570	BAUMBACH, ANGELA	LCE-NEM PAYOUT	67.81	490 4250658	67.81
7407586	L0572	BEAR, DANIEL	LCE-NEM PAYOUT	209.98	490 4250658	209.98
7407587	L1027	BEASLEY, MONICA	LCE-NEM PAYOUT	162.52	490 4250658	162.52
7407588	L1028	BECKER, RICHARD	LCE-NEM PAYOUT	264.56	490 4250658	264.56
7407589	L1029	BELL, JAMES R	LCE-NEM PAYOUT	85.69	490 4250658	85.69
7407590	L1030	BERNAL, JAZMIN	LCE-NEM PAYOUT	170.09	490 4250658	170.09
7407591	L1031	BERNOUDY, PAULETTE	LCE-NEM PAYOUT	203.60	490 4250658	203.60
7407592	L0039	BEST, HEATHER	LCE-NEM PAYOUT	93.28	490 4250658	93.28
7407593	L1032	BHAKTA, DIXIT	LCE-NEM PAYOUT	39.09	490 4250658	39.09
7407594	L0574	BISSELL, JOANNE	LCE-NEM PAYOUT	115.94	490 4250658	115.94
7407595	L1033	BOATRIGHT, ARCHIE L	LCE-NEM PAYOUT	43.12	490 4250658	43.12

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7407596	L0576	BOGAN, CLAUDIUS	LCE-NEM PAYOUT	3.45	490 4250658	3.45
7407597	L0045	BOROUGH, RAYMOND	LCE-NEM PAYOUT	102.14	490 4250658	102.14
7407598	L0046	BOULTON, JOHN	LCE-NEM PAYOUT	30.03	490 4250658	30.03
7407599	L1034	BOW, MARY	LCE-NEM PAYOUT	92.03	490 4250658	92.03
7407600	L1035	BOWMAN, DAVE	LCE-NEM PAYOUT	88.01	490 4250658	88.01
7407601	L0048	BOYER, LISA	LCE-NEM PAYOUT	129.27	490 4250658	129.27
7407602		VOID				
7407603	L1037	BREAUZ, CHARNELLE	LCE-NEM PAYOUT	8.19	490 4250658	8.19
7407604	L1038	BRITTS, SHANTEL	LCE-NEM PAYOUT	159.78	490 4250658	159.78
7407605	L1039	BRONSARD, CINDY	LCE-NEM PAYOUT	10.46	490 4250658	10.46
7407606	L1040	BROWN, CHERY	LCE-NEM PAYOUT	16.69	490 4250658	16.69
7407607	L0579	BROWN, STEPHANIE R	LCE-NEM PAYOUT	155.36	490 4250658	155.36
7407608	L0580	BROWN, SUSAN M	LCE-NEM PAYOUT	73.54	490 4250658	73.54
7407609	L0054	BUCIO, DONALD	LCE-NEM PAYOUT	40.83	490 4250658	40.83
7407610	L1041	BURD, CARL	LCE-NEM PAYOUT	64.83	490 4250658	64.83
7407611	C5287	BYERS, BRANDON J	LCE-NEM PAYOUT	193.83	490 4250658	193.83
7407612	L0060	CAMACHO, SANDRA	LCE-NEM PAYOUT	218.95	490 4250658	218.95
7407613	L1042	CAMACHO, ZAIRA	LCE-NEM PAYOUT	141.36	490 4250658	141.36
7407614	L0583	CAMARAO, ANTONIO	LCE-NEM PAYOUT	101.29	490 4250658	101.29
7407615	L0061	CAMPBELL, JOHN	LCE-NEM PAYOUT	66.08	490 4250658	66.08
7407616	L0062	CAMPBELL, KAREN	LCE-NEM PAYOUT	51.42	490 4250658	51.42
7407617	L1043	CANCHOLA, ANA	LCE-NEM PAYOUT	99.43	490 4250658	99.43
7407618	L0584	CAPARULA, GREG	LCE-NEM PAYOUT	79.35	490 4250658	79.35
7407619	L0585	CARDONA, ANGEL	LCE-NEM PAYOUT	102.26	490 4250658	102.26
7407620	L0586	CARRILLO, MARINA	LCE-NEM PAYOUT	39.96	490 4250658	39.96
7407621	07776	CARTER, LISA	LCE-NEM PAYOUT	255.88	490 4250658	255.88

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7407622	L1044	CASS, MELISSA	LCE-NEM PAYOUT	23.44	490 4250658	23.44
7407623	L0068	CASTILLO, DENISE	LCE-NEM PAYOUT	102.06	490 4250658	102.06
7407624	L0588	CASTRO, MIKE	LCE-NEM PAYOUT	356.20	490 4250658	356.20
7407625	L0070	CERVANTEZ, MARLON	LCE-NEM PAYOUT	103.49	490 4250658	103.49
7407626	L1045	CHAPPELL, ANDREW	LCE-NEM PAYOUT	64.62	490 4250658	64.62
7407627	L0071	CHASE, JOSHUA	LCE-NEM PAYOUT	175.39	490 4250658	175.39
7407628	L0072	CHATERS, DIANE	LCE-NEM PAYOUT	175.72	490 4250658	175.72
7407629	L1046	CHAVEZ, VICKIE	LCE-NEM PAYOUT	18.19	490 4250658	18.19
7407630	L1047	CHOCOJ, JOSE EDUARDO	LCE-NEM PAYOUT	132.91	490 4250658	132.91
7407631	L0589	CISNEROS, JAMES	LCE-NEM PAYOUT	116.15	490 4250658	116.15
7407632	L0590	CLAPP, JUDY	LCE-NEM PAYOUT	13.45	490 4250658	13.45
7407633	L1048	CLARK, CARL J	LCE-NEM PAYOUT	37.60	490 4250658	37.60
7407634	L0077	CLARKE, CHRISTOPHER J	LCE-NEM PAYOUT	6.91	490 4250658	6.91
7407635	L1049	CLAY, JOHN	LCE-NEM PAYOUT	124.75	490 4250658	124.75
7407636	L1050	CLAYBORN, KRISTOPHER	LCE-NEM PAYOUT	49.90	490 4250658	49.90
7407637	L1051	CLELAND, DAVID	LCE-NEM PAYOUT	85.32	490 4250658	85.32
7407638	L0080	COLLINS, JEFF	LCE-NEM PAYOUT	21.06	490 4250658	21.06
7407639	L1052	COMBS, ANDREW E	LCE-NEM PAYOUT	31.73	490 4250658	31.73
7407640	L1053	CONCESSIO, ROBERT	LCE-NEM PAYOUT	31.60	490 4250658	31.60
7407641	L1054	CONNER, STEPHEN	LCE-NEM PAYOUT	14.41	490 4250658	14.41
7407642	L1055	COOPER, LINDSEY	LCE-NEM PAYOUT	189.15	490 4250658	189.15
7407643	L1056	COSTA, MARK	LCE-NEM PAYOUT	39.09	490 4250658	39.09
7407644	07781	COSTALES, JERRI	LCE-NEM PAYOUT	122.57	490 4250658	122.57
7407645	L1057	COVELL, BRYAN C.	LCE-NEM PAYOUT	8.62	490 4250658	8.62
7407646	L0092	CRATON, GARY	LCE-NEM PAYOUT	27.60	490 4250658	27.60
7407647	07783	CRIST, PERELLA	LCE-NEM PAYOUT	197.28	490 4250658	197.28

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

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7407648	L0093	CRITCHFIELD, MATTHEW	LCE-NEM PAYOUT	77.13	490 4250658	77.13
7407649	L1058	CROTZER, RYAN	LCE-NEM PAYOUT	24.91	490 4250658	24.91
7407650	07784	CROWICK, BIANCA	LCE-NEM PAYOUT	369.51	490 4250658	369.51
7407651	L1059	CUILTY, RAY	LCE-NEM PAYOUT	30.02	490 4250658	30.02
7407652	L0094	CUMMINGS, JUANITA	LCE-NEM PAYOUT	159.87	490 4250658	159.87
7407653	L0097	DARBY, MAYKE	LCE-NEM PAYOUT	255.09	490 4250658	255.09
7407654	07788	DARR, KAREN	LCE-NEM PAYOUT	10.12	490 4250658	10.12
7407655	L1060	DAVIS, RANDI	LCE-NEM PAYOUT	22.24	490 4250658	22.24
7407656	L1061	DAWSON, DAVID	LCE-NEM PAYOUT	105.27	490 4250658	105.27
7407657	L0100	DAY, DAVID	LCE-NEM PAYOUT	70.04	490 4250658	70.04
7407658	L0599	DE ANDA, MIKE	LCE-NEM PAYOUT	200.41	490 4250658	200.41
7407659	C9812	DEISCH, MYRNA S	LCE-NEM PAYOUT	156.10	490 4250658	156.10
7407660	L1062	DEMAYO, NARNITA	LCE-NEM PAYOUT	594.52	490 4250658	594.52
7407661	L0600	DEMOOR, JENNIFER	LCE-NEM PAYOUT	162.96	490 4250658	162.96
7407662	L1063	DEPAZ, ROWENA	LCE-NEM PAYOUT	120.34	490 4250658	120.34
7407663	07790	DERRYBERRY, LINDSAY M	LCE-NEM PAYOUT	246.22	490 4250658	246.22
7407664	L1064	DESBOINE, BRADON	LCE-NEM PAYOUT	443.11	490 4250658	443.11
7407665	L1065	DHINSA, JASWINDER	LCE-NEM PAYOUT	70.12	490 4250658	70.12
7407666	L1066	DIAMOND, JEREMIAH	LCE-NEM PAYOUT	153.95	490 4250658	153.95
7407667	L1068	DIAZ, JESSICA	LCE-NEM PAYOUT	45.87	490 4250658	45.87
7407668	L1067	DIAZ, SHARLEEN	LCE-NEM PAYOUT	57.88	490 4250658	57.88
7407669	L0110	DICKSON, STANFORD	LCE-NEM PAYOUT	190.36	490 4250658	190.36
7407670	L1069	DOMINGUEZ, JESSICA M	LCE-NEM PAYOUT	59.28	490 4250658	59.28
7407671	L0113	DONKOR, ANTHONY	LCE-NEM PAYOUT	47.64	490 4250658	47.64
7407672	L1070	DONNELLY, SHANI	LCE-NEM PAYOUT	730.40	490 4250658	730.40
7407673	L1071	DORADO, MARIO	LCE-NEM PAYOUT	45.51	490 4250658	45.51

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7407674	L0117	DRAGO, EDWARD A	LCE-NEM PAYOUT	397.61	490 4250658	397.61
7407675	L0119	DU, JACK JIANGUO	LCE-NEM PAYOUT	19.12	490 4250658	19.12
7407676	L0604	DUBIN, CERA	LCE-NEM PAYOUT	106.91	490 4250658	106.91
7407677	L0124	EADS JACKSON, NICOLE N	LCE-NEM PAYOUT	113.76	490 4250658	113.76
7407678	D2392	EASTSIDE UNION SCHOOL DIST	LCE-NEM PAYOUT	2,979.02	490 4250658	2,979.02
			LCE-NEM PAYOUT	897.97	490 4250658	897.97
				<u>3,876.99</u>		<u>3,876.99</u>
7407679	L0605	EDGINGTON, ESTHER	LCE-NEM PAYOUT	262.21	490 4250658	262.21
7407680	07797	ELLIOTT, PAUL	LCE-NEM PAYOUT	4.89	490 4250658	4.89
7407681	L0607	ESCALANTE, ANTONIO	LCE-NEM PAYOUT	89.63	490 4250658	89.63
7407682	L0134	ESQUER, STEPHANIE	LCE-NEM PAYOUT	269.77	490 4250658	269.77
7407683	D2965	EVANS, JOHN/KIM	LCE-NEM PAYOUT	124.81	490 4250658	124.81
7407684	L1072	FERNANDEZ, ESPERANZA	LCE-NEM PAYOUT	122.51	490 4250658	122.51
7407685	07804	IORE, LISA	LCE-NEM PAYOUT	40.96	490 4250658	40.96
7407686	L1073	FLORES, ULISES A	LCE-NEM PAYOUT	143.69	490 4250658	143.69
7407687	L0146	FOLCK, ERIC B	LCE-NEM PAYOUT	244.46	490 4250658	244.46
7407688	L1074	FONG, AARON	LCE-NEM PAYOUT	12.57	490 4250658	12.57
7407689	L0611	FORTNEY, STUART	LCE-NEM PAYOUT	216.95	490 4250658	216.95
7407690	L0612	FRACKER, DALE	LCE-NEM PAYOUT	211.15	490 4250658	211.15
7407691	L1075	FRAYER, HAROLD	LCE-NEM PAYOUT	76.53	490 4250658	76.53
7407692	07812	FRUEH, SHARON	LCE-NEM PAYOUT	139.47	490 4250658	139.47
7407693	L0617	GALLUCCIO, DAVID	LCE-NEM PAYOUT	28.98	490 4250658	28.98
7407694	L0158	GALVAN, NICHOLAS	LCE-NEM PAYOUT	112.03	490 4250658	112.03
7407695	L1076	GARCIA, ELIZABETH	LCE-NEM PAYOUT	114.74	490 4250658	114.74
7407696	L0618	GARCIA, JESSICA	LCE-NEM PAYOUT	143.67	490 4250658	143.67
7407697	07816	GARCIA, TANIA	LCE-NEM PAYOUT	118.61	490 4250658	118.61
7407698	L1077	GASCON, VANESSA M	LCE-NEM PAYOUT	185.66	490 4250658	185.66

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

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7407699	L1078	GATES, DANIELLE	LCE-NEM PAYOUT	41.16	490 4250658	41.16
7407700	L1079	GILBERT, ROBERT	LCE-NEM PAYOUT	151.35	490 4250658	151.35
7407701	L1080	GOLDBERG, COURTNEY	LCE-NEM PAYOUT	60.59	490 4250658	60.59
7407702	L0163	GOMEZ, FERNANDO	LCE-NEM PAYOUT	22.99	490 4250658	22.99
7407703	L1081	GOMEZ, REYMUNDO	LCE-NEM PAYOUT	140.71	490 4250658	140.71
7407704	L1082	GONZALES, ARNOLD	LCE-NEM PAYOUT	17.30	490 4250658	17.30
7407705	L1083	GONZALEZ, LINDA	LCE-NEM PAYOUT	197.60	490 4250658	197.60
7407706	L0170	GORDON JR, DARRYL	LCE-NEM PAYOUT	147.54	490 4250658	147.54
7407707	L1084	GORDON, ALMORE	LCE-NEM PAYOUT	119.93	490 4250658	119.93
7407708	L1085	GORI, PAUL	LCE-NEM PAYOUT	13.39	490 4250658	13.39
7407709	L1086	GOUDIE, ROBERT	LCE-NEM PAYOUT	17.14	490 4250658	17.14
7407710	L1087	GOVIN, RONALD J	LCE-NEM PAYOUT	88.02	490 4250658	88.02
7407711	L1088	GRAHAM, MEREDITH	LCE-NEM PAYOUT	71.67	490 4250658	71.67
7407712	L1089	GRAHAM, ROSITA	LCE-NEM PAYOUT	276.02	490 4250658	276.02
7407713	L0623	GUERRERO, SERVANDO	LCE-NEM PAYOUT	837.98	490 4250658	837.98
7407714	L1090	GUILLEN, NORMA	LCE-NEM PAYOUT	125.15	490 4250658	125.15
7407715	L1091	GUNN, PETER	LCE-NEM PAYOUT	34.18	490 4250658	34.18
7407716	07822	GUTIERREZ, IRENE	LCE-NEM PAYOUT	232.98	490 4250658	232.98
7407717	L0625	GUTIERREZ, RUTH	LCE-NEM PAYOUT	29.77	490 4250658	29.77
7407718	L0626	HABEEB, JOSEPH	LCE-NEM PAYOUT	121.68	490 4250658	121.68
7407719	L0627	HACKER, JOHN	LCE-NEM PAYOUT	114.37	490 4250658	114.37
7407720	L1092	HAILEY, DAYNA	LCE-NEM PAYOUT	1.64	490 4250658	1.64
7407721	L1093	HALL, RON	LCE-NEM PAYOUT	211.27	490 4250658	211.27
7407722	L1094	HARCHUCK, STEVEN J	LCE-NEM PAYOUT	139.48	490 4250658	139.48
7407723	L1095	HARPER, JACKIE	LCE-NEM PAYOUT	8.02	490 4250658	8.02
7407724	L0926	HARRIS HOMES INC	LCE-NEM PAYOUT	160.27	490 4250658	160.27

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7407725	L1096	HARRIS, HARRIS HOMES INC	LCE-NEM PAYOUT	160.70	490 4250658	160.70
7407726	L1097	HATCH, GARY L	LCE-NEM PAYOUT	138.36	490 4250658	138.36
7407727	L0184	HAUBRUGE, JORI	LCE-NEM PAYOUT	33.53	490 4250658	33.53
7407728	L0185	HAVENS, TYLER	LCE-NEM PAYOUT	44.94	490 4250658	44.94
7407729	07828	HAYDEN, JOAN	LCE-NEM PAYOUT	116.50	490 4250658	116.50
7407730	07830	HELBLE, JAMES	LCE-NEM PAYOUT	120.29	490 4250658	120.29
7407731	L0192	HELLWIG, LAWRENCE D	LCE-NEM PAYOUT	69.63	490 4250658	69.63
7407732	L1098	HENDERSON, KATHERINE	LCE-NEM PAYOUT	84.20	490 4250658	84.20
7407733	L0634	HENDRICKSON, HAROLD	LCE-NEM PAYOUT	21.66	490 4250658	21.66
7407734	L1099	HENSPETER, BRIANA L	LCE-NEM PAYOUT	219.93	490 4250658	219.93
7407735	L1100	HERNANDEZ, BETSY	LCE-NEM PAYOUT	8.01	490 4250658	8.01
7407736	L0635	HIDDEMA, JOEL	LCE-NEM PAYOUT	113.77	490 4250658	113.77
7407737	L1101	HILLIARD, TIFFANY	LCE-NEM PAYOUT	55.44	490 4250658	55.44
7407738	L1102	HOBBS, ROSEMARY	LCE-NEM PAYOUT	200.06	490 4250658	200.06
7407739	L1103	HOLBROOK, NICOLE	LCE-NEM PAYOUT	74.30	490 4250658	74.30
7407740	L1104	HOLBROOK, RUTH	LCE-NEM PAYOUT	60.03	490 4250658	60.03
7407741	L0206	HOLDT, CHARLES N	LCE-NEM PAYOUT	78.08	490 4250658	78.08
7407742	L1105	HONGKHAM, ROBERT	LCE-NEM PAYOUT	69.27	490 4250658	69.27
7407743	L1106	HOPPER, JESSICA	LCE-NEM PAYOUT	84.73	490 4250658	84.73
7407744	L0636	HOPPER, NATALIE	LCE-NEM PAYOUT	4.78	490 4250658	4.78
7407745	L1107	HOUTAS, FRANZESKA	LCE-NEM PAYOUT	234.61	490 4250658	234.61
7407746	L0638	HUA, HOANG	LCE-NEM PAYOUT	380.99	490 4250658	380.99
7407747	L1108	HURST, JACKIE	LCE-NEM PAYOUT	159.77	490 4250658	159.77
7407748	L1109	HYMAN, JOEL	LCE-NEM PAYOUT	323.35	490 4250658	323.35
7407749	L0214	IBARRA, JOSE ARMANDO	LCE-NEM PAYOUT	353.39	490 4250658	353.39
7407750	L1110	IRVING, MARY	LCE-NEM PAYOUT	4.62	490 4250658	4.62

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7407751	L1111	JACKSON, JUDY	LCE-NEM PAYOUT	289.04	490 4250658	289.04
7407752	L0221	JACKSON-JONES, WILLIENE	LCE-NEM PAYOUT	66.08	490 4250658	66.08
7407753	L0640	JACOBSON, KIM M	LCE-NEM PAYOUT	28.87	490 4250658	28.87
7407754	L0641	JACOBSON, SHELLEY A	LCE-NEM PAYOUT	278.19	490 4250658	278.19
7407755	L1112	JANNETTI, NATHANIEL A	LCE-NEM PAYOUT	122.96	490 4250658	122.96
7407756	L1113	JARAMILLO, LORENZO	LCE-NEM PAYOUT	285.43	490 4250658	285.43
7407757	L0225	JAUREGUI, SONIA	LCE-NEM PAYOUT	212.82	490 4250658	212.82
7407758	L1115	JOHNSON, DAVID	LCE-NEM PAYOUT	27.55	490 4250658	27.55
7407759	L1114	JOHNSON, DION	LCE-NEM PAYOUT	33.92	490 4250658	33.92
7407760	L0229	JOHNSON, GARY	LCE-NEM PAYOUT	382.86	490 4250658	382.86
7407761	L0233	JOHNSON, TRAVIS K	LCE-NEM PAYOUT	37.89	490 4250658	37.89
7407762	L1117	JONES, MARSHA	LCE-NEM PAYOUT	250.97	490 4250658	250.97
7407763	L0237	JONES, ROBERT L JR	LCE-NEM PAYOUT	37.03	490 4250658	37.03
7407764	L0238	JONES, RYAN C	LCE-NEM PAYOUT	1.99	490 4250658	1.99
7407765	L1116	JONES, WILLIAM	LCE-NEM PAYOUT	57.21	490 4250658	57.21
7407766	L0643	JURADO, CASSANDRA	LCE-NEM PAYOUT	15.57	490 4250658	15.57
7407767	L1118	KABBA, SONDR	LCE-NEM PAYOUT	347.51	490 4250658	347.51
7407768	L1119	KAGABO, JEAN-BAPTIST	LCE-NEM PAYOUT	45.30	490 4250658	45.30
7407769	L0820	KAYA, PAUL	LCE-NEM PAYOUT	68.30	490 4250658	68.30
7407770	L1120	KETCHAM, DONALD	LCE-NEM PAYOUT	86.42	490 4250658	86.42
7407771	L0644	KIM, DONG HWAN	LCE-NEM PAYOUT	204.18	490 4250658	204.18
7407772	L1121	KING, DAJUAN	LCE-NEM PAYOUT	55.76	490 4250658	55.76
7407773	L1123	KING, MELISA	LCE-NEM PAYOUT	23.52	490 4250658	23.52
7407774	L1122	KING, ROBERT E	LCE-NEM PAYOUT	180.99	490 4250658	180.99
7407775	L1124	KIRZNIR, MARK	LCE-NEM PAYOUT	41.33	490 4250658	41.33
7407776	L1125	KNAUSS, DAVID	LCE-NEM PAYOUT	72.59	490 4250658	72.59

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7407777	L1126	KOWALSKI, ALEX	LCE-NEM PAYOUT	478.56	490 4250658	478.56
7407778	L1127	KRACKE, JAMES E	LCE-NEM PAYOUT	32.64	490 4250658	32.64
7407779	L0246	KRALL, DANIELLA	LCE-NEM PAYOUT	193.12	490 4250658	193.12
7407780	L0247	KRUMREI, JENNIFER	LCE-NEM PAYOUT	2.22	490 4250658	2.22
7407781	L0250	KUENZI, DAN	LCE-NEM PAYOUT	52.32	490 4250658	52.32
7407782	L1128	LAMUG, GREGORIO	LCE-NEM PAYOUT	135.98	490 4250658	135.98
7407783	L0646	LANE, PAMELA	LCE-NEM PAYOUT	14.22	490 4250658	14.22
7407784	L1129	LAPUZ, WILFREDO	LCE-NEM PAYOUT	148.90	490 4250658	148.90
7407785	07843	LARA, BEARTIZ	LCE-NEM PAYOUT	240.79	490 4250658	240.79
7407786	L1130	LARKIN, JOE T	LCE-NEM PAYOUT	45.27	490 4250658	45.27
7407787	D2513	LEAN MEAN FIGHTING MACHINE LP	LCE-NEM PAYOUT	660.45	490 4250658	660.45
7407788	L0647	LEATH, JOSEPH	LCE-NEM PAYOUT	77.23	490 4250658	77.23
7407789	L1131	LEDERHOS, JASON R	LCE-NEM PAYOUT	127.50	490 4250658	127.50
7407790	L0648	LEDESMA, AMY E	LCE-NEM PAYOUT	227.73	490 4250658	227.73
7407791	L1132	LEEKLEY, JOANNA	LCE-NEM PAYOUT	62.61	490 4250658	62.61
7407792	L0265	LEOVICH, MARY	LCE-NEM PAYOUT	96.13	490 4250658	96.13
7407793	L1133	LESSNER, CHRISTOPHER	LCE-NEM PAYOUT	56.98	490 4250658	56.98
7407794	L0268	LEWIS, WILLIAM E	LCE-NEM PAYOUT	66.75	490 4250658	66.75
7407795	L1134	LIPPMAN, SUSAN E	LCE-NEM PAYOUT	335.23	490 4250658	335.23
7407796	L0272	LITTLE, GREG	LCE-NEM PAYOUT	155.32	490 4250658	155.32
7407797	L1135	LIZARDE, MARY	LCE-NEM PAYOUT	128.11	490 4250658	128.11
7407798	L1136	LOBOS, KIMBERLY	LCE-NEM PAYOUT	5.77	490 4250658	5.77
7407799	L1137	LONG, CHARLENE	LCE-NEM PAYOUT	233.07	490 4250658	233.07
7407800	L0651	LUNA, JOE M	LCE-NEM PAYOUT	136.90	490 4250658	136.90
7407801	L1138	LUNGREN, OTTO	LCE-NEM PAYOUT	123.35	490 4250658	123.35
7407802	L1139	MACIAS, JOSE	LCE-NEM PAYOUT	233.06	490 4250658	233.06

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7407803	L0276	MADERO, IRASEMA	LCE-NEM PAYOUT	13.27	490 4250658	13.27
7407804	L1140	MAMARIL, RUDY	LCE-NEM PAYOUT	9.91	490 4250658	9.91
7407805	L0280	MANRIQUEZ, ALFONSO	LCE-NEM PAYOUT	66.43	490 4250658	66.43
7407806	D2265	MANRIQUEZ, ALMA	LCE-NEM PAYOUT	4.56	490 4250658	4.56
7407807	L0282	MARCH, HEATHER A	LCE-NEM PAYOUT	367.40	490 4250658	367.40
7407808	L0283	MARGY, ROBERT	LCE-NEM PAYOUT	17.60	490 4250658	17.60
7407809	L1143	MAROLLA, CESAR	LCE-NEM PAYOUT	41.54	490 4250658	41.54
7407810	L1142	MAROLLA, DONALD	LCE-NEM PAYOUT	219.64	490 4250658	219.64
7407811	L1144	MARTIN, GAIL	LCE-NEM PAYOUT	41.26	490 4250658	41.26
7407812	L0285	MARTIN, JEFFREY D	LCE-NEM PAYOUT	47.04	490 4250658	47.04
7407813	L1145	MARTINEZ, MARK A	LCE-NEM PAYOUT	267.35	490 4250658	267.35
7407814	L0655	MARUCUT, FILOMENA	LCE-NEM PAYOUT	8.31	490 4250658	8.31
7407815	L0288	MASIH, ABID	LCE-NEM PAYOUT	121.95	490 4250658	121.95
7407816	L1146	MASON, DALTON	LCE-NEM PAYOUT	76.26	490 4250658	76.26
7407817	L0291	MC CANN, MIKE	LCE-NEM PAYOUT	12.37	490 4250658	12.37
7407818	L1147	MC NITT, MICHAEL	LCE-NEM PAYOUT	140.70	490 4250658	140.70
7407819	L1148	MC CLENDON, CHARLES	LCE-NEM PAYOUT	10.62	490 4250658	10.62
7407820	L1149	MCFARLANE, TREVOR	LCE-NEM PAYOUT	217.08	490 4250658	217.08
7407821	L0658	MCKAY, JESSICA	LCE-NEM PAYOUT	100.38	490 4250658	100.38
7407822	L1150	MCNEIL, ALBERT	LCE-NEM PAYOUT	71.84	490 4250658	71.84
7407823	L0298	MCNEILL, CHRIS B	LCE-NEM PAYOUT	226.38	490 4250658	226.38
7407824	L1151	MCPHERSON, AUBRAY J	LCE-NEM PAYOUT	48.90	490 4250658	48.90
7407825	L0299	MEDINA, JOSE M	LCE-NEM PAYOUT	74.42	490 4250658	74.42
7407826	L1152	MEDINA, RICHARD	LCE-NEM PAYOUT	41.76	490 4250658	41.76
7407827	L1153	MEDLEY, ANDREA R	LCE-NEM PAYOUT	547.11	490 4250658	547.11
7407828	L1154	MEIJER, CHARLES FREDERIK	LCE-NEM PAYOUT	197.63	490 4250658	197.63

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7407829	L1155	MELARA, MARVIN	LCE-NEM PAYOUT	76.70	490 4250658	76.70
7407830	L1156	MENDEZ, RENE	LCE-NEM PAYOUT	200.59	490 4250658	200.59
7407831	L0303	MENJIVAR, MARIA M	LCE-NEM PAYOUT	109.83	490 4250658	109.83
7407832	L0659	MENKE, STEVE	LCE-NEM PAYOUT	19.78	490 4250658	19.78
7407833	L1157	MESTIZO, ELMER A	LCE-NEM PAYOUT	104.24	490 4250658	104.24
7407834	L0306	MEZA, JOSE M	LCE-NEM PAYOUT	126.19	490 4250658	126.19
7407835	L0846	MILES, CHARLES L	LCE-NEM PAYOUT	164.46	490 4250658	164.46
7407836	L0309	MILLER, ALYSON	LCE-NEM PAYOUT	61.45	490 4250658	61.45
7407837	L1158	MILLER-JONES, CANDICE	LCE-NEM PAYOUT	11.68	490 4250658	11.68
7407838	07852	MITCHELL, ALVIN	LCE-NEM PAYOUT	213.40	490 4250658	213.40
7407839	L1159	MONTERO, WILLIAM	LCE-NEM PAYOUT	91.39	490 4250658	91.39
7407840	L1160	MONTES, LUIS H	LCE-NEM PAYOUT	18.85	490 4250658	18.85
7407841	L1162	MOORE, KUMYE	LCE-NEM PAYOUT	126.53	490 4250658	126.53
7407842	L1161	MOORE, LINDA C	LCE-NEM PAYOUT	41.14	490 4250658	41.14
7407843	L0660	MORA, LIZETTE	LCE-NEM PAYOUT	75.21	490 4250658	75.21
7407844	L1163	MORQUECHO, MARIA ELENA	LCE-NEM PAYOUT	49.84	490 4250658	49.84
7407845	L0323	MORRIS, CECIL	LCE-NEM PAYOUT	168.28	490 4250658	168.28
7407846	L1164	MORRIS, LISA	LCE-NEM PAYOUT	141.42	490 4250658	141.42
7407847	L1165	MOUZONE, GEROLD	LCE-NEM PAYOUT	72.97	490 4250658	72.97
7407848	L0328	MURPHY, CORY R	LCE-NEM PAYOUT	51.50	490 4250658	51.50
7407849	L1166	MURRAY, SHARON	LCE-NEM PAYOUT	3.62	490 4250658	3.62
7407850	L1141	Marcus, Ken	LCE-NEM PAYOUT	7.72	490 4250658	7.72
7407851	L0662	NAREZ, AUDEL	LCE-NEM PAYOUT	51.16	490 4250658	51.16
7407852	L1167	NASIR, SAYED	LCE-NEM PAYOUT	451.44	490 4250658	451.44
7407853	L1168	NELSON, THOMAS	LCE-NEM PAYOUT	157.84	490 4250658	157.84
7407854	L1169	NEWMAN, JASON	LCE-NEM PAYOUT	277.98	490 4250658	277.98

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7407855	L0337	NIEMAN, CHERYL B	LCE-NEM PAYOUT	245.41	490 4250658	245.41
7407856	L0664	NIEMEYER, CHRISTPHOR M	LCE-NEM PAYOUT	24.23	490 4250658	24.23
7407857	L1170	NULL, JOHN	LCE-NEM PAYOUT	60.67	490 4250658	60.67
7407858	L1171	NUNEZ, MARIA	LCE-NEM PAYOUT	12.37	490 4250658	12.37
7407859	L0665	NUNEZ, SERGIO JR	LCE-NEM PAYOUT	93.08	490 4250658	93.08
7407860	L1172	O'CONNELL, CATHE	LCE-NEM PAYOUT	95.63	490 4250658	95.63
7407861	L1173	ODERMATT, RICHARD P	LCE-NEM PAYOUT	206.31	490 4250658	206.31
7407862	L1174	OLISA, ABOSEDE	LCE-NEM PAYOUT	23.89	490 4250658	23.89
7407863	L1175	OLSON, DAMON	LCE-NEM PAYOUT	27.56	490 4250658	27.56
7407864	07861	ORTEGA, ESPERANZA	LCE-NEM PAYOUT	58.20	490 4250658	58.20
7407865	L0669	OSEI, MAVIS G	LCE-NEM PAYOUT	73.40	490 4250658	73.40
7407866	L1176	OSUNA, REY	LCE-NEM PAYOUT	5.06	490 4250658	5.06
7407867	L0670	OTTLEY, ANDREA	LCE-NEM PAYOUT	350.56	490 4250658	350.56
7407868	L0350	PADILLA, SERGIO	LCE-NEM PAYOUT	153.66	490 4250658	153.66
7407869	07862	PAHLOW, JOHN J	LCE-NEM PAYOUT	367.17	490 4250658	367.17
7407870	L1177	PALMA, ARRA	LCE-NEM PAYOUT	31.55	490 4250658	31.55
7407871	L1178	PANGAN, JONATHAN	LCE-NEM PAYOUT	110.53	490 4250658	110.53
7407872	L0673	PARISI, DALE A	LCE-NEM PAYOUT	172.43	490 4250658	172.43
7407873	L0674	PARRA, JOHN	LCE-NEM PAYOUT	44.86	490 4250658	44.86
7407874	L1179	PATRICIO, BLAZE	LCE-NEM PAYOUT	149.68	490 4250658	149.68
7407875	L1180	PEARSON, YOLANDA	LCE-NEM PAYOUT	75.68	490 4250658	75.68
7407876	L1181	PENALOZA, KIMBERLY	LCE-NEM PAYOUT	2.75	490 4250658	2.75
7407877	L1184	PEREZ, ADRIAN	LCE-NEM PAYOUT	58.33	490 4250658	58.33
7407878	L1182	PEREZ, ELAINE	LCE-NEM PAYOUT	3.63	490 4250658	3.63
7407879	L1183	PEREZ, MARIANA	LCE-NEM PAYOUT	236.49	490 4250658	236.49
7407880	L1185	PEREZ, RAFAEL	LCE-NEM PAYOUT	455.74	490 4250658	455.74

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7407881	L1186	PERRY, GATANYA	LCE-NEM PAYOUT	83.77	490 4250658	83.77
7407882	L1187	PETERSON, CRAIG	LCE-NEM PAYOUT	18.33	490 4250658	18.33
7407883	L1188	PHELAN, DANIEL	LCE-NEM PAYOUT	37.20	490 4250658	37.20
7407884	L1189	PHILLIPS-BELL, LINDA	LCE-NEM PAYOUT	53.47	490 4250658	53.47
7407885	L0363	PINA, BEATRIZ	LCE-NEM PAYOUT	158.81	490 4250658	158.81
7407886	L1190	PINA, MAGNUM	LCE-NEM PAYOUT	203.84	490 4250658	203.84
7407887	L1191	PLASENTILLO, PETE	LCE-NEM PAYOUT	78.33	490 4250658	78.33
7407888	L1192	POBANZ, JAYMIE	LCE-NEM PAYOUT	121.00	490 4250658	121.00
7407889	L0365	POLAK, DAVID J	LCE-NEM PAYOUT	68.64	490 4250658	68.64
7407890	L1193	PRATS, JOANNA	LCE-NEM PAYOUT	75.80	490 4250658	75.80
7407891	07866	PRATT, ROBERT L	LCE-NEM PAYOUT	14.59	490 4250658	14.59
7407892	L1194	PRITCHARD, EBONY	LCE-NEM PAYOUT	156.90	490 4250658	156.90
7407893	L1195	QRIB, NISSRINE	LCE-NEM PAYOUT	290.45	490 4250658	290.45
7407894	L0680	QUACH, THANG	LCE-NEM PAYOUT	113.27	490 4250658	113.27
7407895	L0372	QUINTEROS, JUAN R	LCE-NEM PAYOUT	110.34	490 4250658	110.34
7407896	L1196	RADEMACHER, THOMAS	LCE-NEM PAYOUT	11.64	490 4250658	11.64
7407897	L0374	RAMIREZ, LYDIA	LCE-NEM PAYOUT	414.77	490 4250658	414.77
7407898	L1197	RAMIREZ, MARIA	LCE-NEM PAYOUT	13.14	490 4250658	13.14
7407899	L1198	RATZLAFF, JESSAMYN	LCE-NEM PAYOUT	248.48	490 4250658	248.48
7407900	L1199	REED, TERESA D	LCE-NEM PAYOUT	99.57	490 4250658	99.57
7407901	L1200	REES, JOHN M	LCE-NEM PAYOUT	66.09	490 4250658	66.09
7407902	L1201	REES, JOSEPH	LCE-NEM PAYOUT	263.72	490 4250658	263.72
7407903	L1202	REGALADO, SERGIO ALEXANDER	LCE-NEM PAYOUT	57.10	490 4250658	57.10
7407904	L1203	RENTERIA, LUPE M	LCE-NEM PAYOUT	139.72	490 4250658	139.72
7407905	L1204	RERUCHA, NEIL	LCE-NEM PAYOUT	245.08	490 4250658	245.08
7407906	L1205	REUTER, MELINDA	LCE-NEM PAYOUT	126.98	490 4250658	126.98

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7407907	L0384	REYES, SONIA	LCE-NEM PAYOUT	7.33	490 4250658	7.33
7407908	07873	RILEY, CARMEN	LCE-NEM PAYOUT	175.11	490 4250658	175.11
7407909	L0685	RINCON, GABRIELA	LCE-NEM PAYOUT	52.12	490 4250658	52.12
7407910	L0686	RIVERS, ERICK	LCE-NEM PAYOUT	150.70	490 4250658	150.70
7407911	L1206	ROBERTS, DAVINE I B	LCE-NEM PAYOUT	63.83	490 4250658	63.83
7407912	L1207	ROBINSON, MARCUS	LCE-NEM PAYOUT	18.53	490 4250658	18.53
7407913	L1208	ROBLES, MARGARITA	LCE-NEM PAYOUT	59.15	490 4250658	59.15
7407914	L1209	RODEN III, PAUL W	LCE-NEM PAYOUT	14.12	490 4250658	14.12
7407915	L1212	RODRIGUEZ, JAMES	LCE-NEM PAYOUT	74.73	490 4250658	74.73
7407916	L1210	RODRIGUEZ, JESSE	LCE-NEM PAYOUT	90.67	490 4250658	90.67
7407917	L1211	RODRIGUEZ, LIZBETH	LCE-NEM PAYOUT	37.88	490 4250658	37.88
7407918	L1213	RODRIGUEZ, LORI	LCE-NEM PAYOUT	57.46	490 4250658	57.46
7407919	L0688	ROGERS, MARSHALL	LCE-NEM PAYOUT	140.57	490 4250658	140.57
7407920	L0689	ROSALES, DRINA	LCE-NEM PAYOUT	111.37	490 4250658	111.37
7407921	L1214	ROSAS, URIEL	LCE-NEM PAYOUT	36.12	490 4250658	36.12
7407922	L1215	ROSEBERRY, DAVID D	LCE-NEM PAYOUT	21.44	490 4250658	21.44
7407923	L1216	ROSS, GERALD	LCE-NEM PAYOUT	61.83	490 4250658	61.83
7407924	L1217	RUFFINS, JAGGER	LCE-NEM PAYOUT	71.19	490 4250658	71.19
7407925	L1218	RUIZ, ANA M	LCE-NEM PAYOUT	41.21	490 4250658	41.21
7407926	L0400	RUNYON, NICOLE	LCE-NEM PAYOUT	181.12	490 4250658	181.12
7407927	L0401	RUPP, RUSSELL	LCE-NEM PAYOUT	34.01	490 4250658	34.01
7407928	L0403	RUSSELL, GOLDA	LCE-NEM PAYOUT	169.04	490 4250658	169.04
7407929	L1219	RYAN, THOMAS	LCE-NEM PAYOUT	71.60	490 4250658	71.60
7407930	L0691	SABATONI, MARK	LCE-NEM PAYOUT	173.69	490 4250658	173.69
7407931	L0404	SALAZAR, TAMMY	LCE-NEM PAYOUT	214.07	490 4250658	214.07
7407932	L1220	SALINAS, BALTAVAR	LCE-NEM PAYOUT	173.33	490 4250658	173.33

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7407933	L1221	SANAGUSTIN, E.T.	LCE-NEM PAYOUT	28.17	490 4250658	28.17
7407934	L1222	SANCHEZ, FLORES LETTIE	LCE-NEM PAYOUT	108.95	490 4250658	108.95
7407935	L1224	SANCHEZ, PAUL	LCE-NEM PAYOUT	23.31	490 4250658	23.31
7407936	L1223	SANCHEZ, VICTOR	LCE-NEM PAYOUT	443.99	490 4250658	443.99
7407937	L0406	SANCHEZ-PLEITES, ANABELL	LCE-NEM PAYOUT	360.55	490 4250658	360.55
7407938	L1225	SANDHU, SARBJIT	LCE-NEM PAYOUT	104.75	490 4250658	104.75
7407939	L0408	SANDOVAL, MARIA	LCE-NEM PAYOUT	262.37	490 4250658	262.37
7407940	L1227	SANTIZO, CESAR	LCE-NEM PAYOUT	34.03	490 4250658	34.03
7407941	L1226	SANTIZO, MARIA	LCE-NEM PAYOUT	75.58	490 4250658	75.58
7407942	L1228	SANTOS, CLAUDIA	LCE-NEM PAYOUT	32.65	490 4250658	32.65
7407943	L0414	SCHLUNEGGER, ROBERT	LCE-NEM PAYOUT	117.70	490 4250658	117.70
7407944	L1229	SCHUMACHER, DANIEL WAYNE	LCE-NEM PAYOUT	20.31	490 4250658	20.31
7407945	07883	SCIMONETTI, ANITA	LCE-NEM PAYOUT	123.69	490 4250658	123.69
7407946	L0696	SCLAFANI, SAL T	LCE-NEM PAYOUT	262.16	490 4250658	262.16
7407947	L1230	SEPULVEDA, ALBERT A	LCE-NEM PAYOUT	8.71	490 4250658	8.71
7407948	L0419	SERGIEFF, SALLY	LCE-NEM PAYOUT	46.15	490 4250658	46.15
7407949	L0421	SHARE, PETE	LCE-NEM PAYOUT	78.76	490 4250658	78.76
7407950	L1231	SHARP, SONYA	LCE-NEM PAYOUT	27.97	490 4250658	27.97
7407951	L1232	SHEPHERD, THOMAS	LCE-NEM PAYOUT	29.69	490 4250658	29.69
7407952	L1233	SHIPLETT, DARRELL	LCE-NEM PAYOUT	188.30	490 4250658	188.30
7407953	L1234	SHIRAZI, FARZAAN	LCE-NEM PAYOUT	280.28	490 4250658	280.28
7407954	L1235	SHOVELTON, SARAH	LCE-NEM PAYOUT	48.87	490 4250658	48.87
7407955	L0423	SILVA, KRISTIAN	LCE-NEM PAYOUT	238.25	490 4250658	238.25
7407956	L0424	SILVESTRE, JOHANNA	LCE-NEM PAYOUT	17.37	490 4250658	17.37
7407957	L1236	SIMONI, BRENDA	LCE-NEM PAYOUT	169.96	490 4250658	169.96
7407958	L1237	SINCLAIR, DAVID	LCE-NEM PAYOUT	122.16	490 4250658	122.16

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7407959	L0700	SIOJO, OTHELLO R	LCE-NEM PAYOUT	88.99	490 4250658	88.99
7407960	L1238	SMALL, SURETTA	LCE-NEM PAYOUT	0.14	490 4250658	0.14
7407961	L0702	SMITH, RICHARD	LCE-NEM PAYOUT	151.32	490 4250658	151.32
7407962	L1239	SOBISKI, JOHN	LCE-NEM PAYOUT	27.94	490 4250658	27.94
7407963	L1240	SOCKWELL, LEVELL	LCE-NEM PAYOUT	19.54	490 4250658	19.54
7407964	L1241	SONGER, MICHELLE	LCE-NEM PAYOUT	96.58	490 4250658	96.58
7407965	L0703	SORTO, MARIA	LCE-NEM PAYOUT	142.43	490 4250658	142.43
7407966	L1242	SOTO, IAN	LCE-NEM PAYOUT	106.37	490 4250658	106.37
7407967	L0432	SPENCER-CLARK, CORI	LCE-NEM PAYOUT	16.61	490 4250658	16.61
7407968	L1243	STALLER, CATHERINE L	LCE-NEM PAYOUT	258.36	490 4250658	258.36
7407969	L0433	STARK, JOHN	LCE-NEM PAYOUT	128.23	490 4250658	128.23
7407970	L1244	STEINBERG, HAROLD	LCE-NEM PAYOUT	54.19	490 4250658	54.19
7407971	L1245	STENGEL, JAMES	LCE-NEM PAYOUT	199.23	490 4250658	199.23
7407972	L1246	STONEHAM, SHAWANA S	LCE-NEM PAYOUT	139.37	490 4250658	139.37
7407973	L0706	SUULOLA, TOKUNBO	LCE-NEM PAYOUT	308.44	490 4250658	308.44
7407974	L1247	TALARICO, PETER	LCE-NEM PAYOUT	13.76	490 4250658	13.76
7407975	L1248	TALBERT, EUREKA	LCE-NEM PAYOUT	22.22	490 4250658	22.22
7407976	L0446	TANG, JOHN	LCE-NEM PAYOUT	178.51	490 4250658	178.51
7407977	L1249	TANKSLEY, JAMES F	LCE-NEM PAYOUT	220.17	490 4250658	220.17
7407978	L1250	TANNER, MARTIN	LCE-NEM PAYOUT	37.30	490 4250658	37.30
7407979	L1251	TAYLOR, BERNICE	LCE-NEM PAYOUT	55.44	490 4250658	55.44
7407980	L1252	TEW, SARAH	LCE-NEM PAYOUT	7.05	490 4250658	7.05
7407981	L1253	THANGAVEL, MURUGESA	LCE-NEM PAYOUT	600.29	490 4250658	600.29
7407982	L0708	THERIAULT, JEANNIE	LCE-NEM PAYOUT	32.21	490 4250658	32.21
7407983	L1254	THOMAS, KENETH	LCE-NEM PAYOUT	93.64	490 4250658	93.64
7407984	L1255	THOMAS, PEARLA	LCE-NEM PAYOUT	56.91	490 4250658	56.91

City of Lancaster Check Register



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7407985	L1256	TONDREAU, KATHY	LCE-NEM PAYOUT	242.57	490 4250658	242.57
7407986	L0709	TOSCANO, JOANN	LCE-NEM PAYOUT	2.94	490 4250658	2.94
7407987	L0710	TRESSLER, JAMIE	LCE-NEM PAYOUT	126.91	490 4250658	126.91
7407988	L0456	TROTH, KEVIN MICHAEL	LCE-NEM PAYOUT	19.53	490 4250658	19.53
7407989	L0457	TRUONG, AN	LCE-NEM PAYOUT	249.91	490 4250658	249.91
7407990	L1257	TSAI, WEAMAY	LCE-NEM PAYOUT	13.75	490 4250658	13.75
7407991	L1258	URBAN, URBAN RENEWAL LP	LCE-NEM PAYOUT	187.62	490 4250658	187.62
7407992	L0462	VALERIO, AZUZENA	LCE-NEM PAYOUT	128.11	490 4250658	128.11
7407993	L0712	VAN HORN, WALTER R	LCE-NEM PAYOUT	1.45	490 4250658	1.45
7407994	L1259	VAN PELT, NICHOLAS	LCE-NEM PAYOUT	125.13	490 4250658	125.13
7407995	L1260	VANSICKLE, DENNIS	LCE-NEM PAYOUT	20.72	490 4250658	20.72
7407996	L1261	VARGAS, CATHERINE	LCE-NEM PAYOUT	33.47	490 4250658	33.47
7407997	L1262	VELAZQUEZ, ALEJANDRO	LCE-NEM PAYOUT	8.16	490 4250658	8.16
7407998	07894	VERDUGO, JOSE R	LCE-NEM PAYOUT	138.41	490 4250658	138.41
7407999	L0714	VERGARA, PATRICIA	LCE-NEM PAYOUT	91.25	490 4250658	91.25
7408000	L1263	VILLA, ALDO	LCE-NEM PAYOUT	149.81	490 4250658	149.81
7408001	L0715	VILLACIS, ROGELIO	LCE-NEM PAYOUT	367.34	490 4250658	367.34
7408002	L1264	VILLALOBOS, MANUEL	LCE-NEM PAYOUT	134.41	490 4250658	134.41
7408003	L0472	VO, TINA	LCE-NEM PAYOUT	59.34	490 4250658	59.34
7408004	07897	WALKER, THEODORE	LCE-NEM PAYOUT	119.41	490 4250658	119.41
7408005	L1265	WALLACE, ALICIA	LCE-NEM PAYOUT	12.22	490 4250658	12.22
7408006	L0474	WARDEN, RUSSELL	LCE-NEM PAYOUT	88.90	490 4250658	88.90
7408007	07898	WARNER, RYAN	LCE-NEM PAYOUT	159.03	490 4250658	159.03
7408008	L0716	WATSON, WENDY	LCE-NEM PAYOUT	255.10	490 4250658	255.10
7408009	L1266	WEATHERBEE-SANFORD, CAROLE	LCE-NEM PAYOUT	35.11	490 4250658	35.11
7408010	L0717	WEDERTZ, ALAN	LCE-NEM PAYOUT	146.14	490 4250658	146.14

City of Lancaster Check Register



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7408011	L1267	WHALEN, GREG	LCE-NEM PAYOUT	3.48	490 4250658	3.48
7408012	L1268	WHITE, SARAH	LCE-NEM PAYOUT	63.63	490 4250658	63.63
7408013	L0718	WILLIAMS, DWAYNE	LCE-NEM PAYOUT	156.15	490 4250658	156.15
7408014	L0480	WILLIAMS, KEITH D	LCE-NEM PAYOUT	216.80	490 4250658	216.80
7408015	L1269	WILLIAMS, KENNETH	LCE-NEM PAYOUT	2.75	490 4250658	2.75
7408016	L1270	WILLIAMS, LORIE A	LCE-NEM PAYOUT	7.98	490 4250658	7.98
7408017	L1271	WILLIAMS, VICTOR	LCE-NEM PAYOUT	18.53	490 4250658	18.53
7408018	L1272	WILSON, DOREEN	LCE-NEM PAYOUT	255.50	490 4250658	255.50
7408019	L1273	WINBUSH, ALBERT S	LCE-NEM PAYOUT	73.46	490 4250658	73.46
7408020	L1274	WOOD, KAREN	LCE-NEM PAYOUT	227.86	490 4250658	227.86
7408021	L1275	WOOLF, MARY	LCE-NEM PAYOUT	139.17	490 4250658	139.17
7408022	L1276	WRIGHT, ERIC	LCE-NEM PAYOUT	94.97	490 4250658	94.97
7408023	L0720	YAMAKAWA, GEORGE M	LCE-NEM PAYOUT	8.65	490 4250658	8.65
7408024	07901	YAROSLASKI, GARY	LCE-NEM PAYOUT	422.04	490 4250658	422.04
7408025	L1277	YAUSSY, CHRISTOPHER	LCE-NEM PAYOUT	75.69	490 4250658	75.69
7408026	L0491	YOGUEZ, JACQUELINE	LCE-NEM PAYOUT	101.37	490 4250658	101.37
7408027	L0721	YUSON, JEFFREY	LCE-NEM PAYOUT	390.51	490 4250658	390.51
7408028	L1278	ZAVALA, ZENAYDA	LCE-NEM PAYOUT	105.41	490 4250658	105.41
7408029	L1279	ZELEDON, BRANDON	LCE-NEM PAYOUT	47.91	490 4250658	47.91
7408030	07903	ZUNIGA, ALEJANDRO	LCE-NEM PAYOUT	40.36	490 4250658	40.36
7408031	L0722	ZURBANO, MANUEL	LCE-NEM PAYOUT	23.73	490 4250658	23.73
7408032	08754	CA MUNICIPAL COMPLNCE CNSLTNTS	10/19-PS-CONSULTING SVCS	22,760.00	101 4820301	22,760.00
7408033	01944	CAMPBELL, JEFF	JC-PRDM-SNTA BRBRA11/13-15/19	190.00	101 4200201	190.00
7408034	D4457	CARDENAS, ROSA	RC-MLGE-LAS VEGAS-10/15-18/19	290.80	101 4220256	290.80
7408035	07642	CHISOM, TOI	TC-PRDM-SNTA BRBRA-11/12-13/19	110.00	101 4220256	110.00
7408036	09261	DOLENZ PRODUCTIONS	BAL-MICKY DOLENZ-11/08/19	8,050.00	101 2177003	(1,225.00)

City of Lancaster Check Register



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				8,050.00	101 4650318	9,275.00 8,050.00
7408037	08386	FERRIN, ALICE	AF-PRDM-SNTA BRBRA-11/13-15/19	190.00	101 4220256	190.00
7408038	09630	FIRESTONE, MICHAEL	BAL-I AM KING-11/09/19	4,987.00	101 2177003	(13.00)
				4,987.00	101 4650318	5,000.00 4,987.00
7408039	D4665	HARTANTO, LANY V	LH-MLGE-MENIFEE-10/28/19	129.92	101 4220256	129.92
7408040	1241	L A CO TAX COLLECTOR	AHP-3133027007 19/20 PRP TAX	5,894.41	101 4633416	5,894.41
7408041	1215	L A CO WATERWORKS	08/19/19-10/23/19 WATER SVC	3,011.08	482 4636654	3,011.08
7408042	D4428	MERINO, ALEXUS V	AM-PRDM-SNTA BRBRA-11/13-15/19	190.00	101 4200201	190.00
7408043	09347	NGUYEN, KAREN	KN-PRDM-SNTA BRBRA-11/13-15/19	190.00	101 4220256	190.00
7408044	08986	PEARCEY, STACI	SP-MLGE-GRDN GRVE-10/23-24/19	118.78	101 4220256	118.78
7408045	C8786	PEREZ, RONDA	RP-PRDM-SNTA BRBRA-11/13-15/19	190.00	101 4200201	190.00
7408046	C8090	RECTOR, ROBIN	RR-PRDM-SNTA BRBRA-11/12-15/19	266.00	101 4220256	266.00
7408047	A7185	SANTANA, MARIA	MS-BOOT/PANT REIMB	91.47	101 4633209	91.47
7408048	03154	SO CA EDISON	09/20/19-10/22/19 ELECTRIC SVC	92.52	482 4636652	92.52
7408049	03154	SO CA EDISON	05/23/19-11/01/19 ELECTRIC SVC	11,640.79	101 4240902	466.73
					101 4634652	3,394.47
					101 4650652	7,558.81
					209 12ST032924	63.37
					232 15BW005924	30.38
					232 16ST005924	42.49
				11,640.79	483 4785660	84.54 11,640.79
7408050	1907	SO CA GAS COMPANY	09/24/19-10/28/19 GAS SVC	19.40	101 4631655	14.30
				19.40	363 4342770	5.10 19.40
7408051	05388	SPELLMAN, LENNY	LS-BOOT/PANT REIMB	45.68	101 4633209	45.68
7408052	D2264	VARELA, MELISSA	MV-PRDM-SNTA BRBRA-11/12-15/19	266.00	101 4220256	266.00
7408053	07111	4IMPRINT, INC.	LCE-PENS/CHARGERS/KEY LIGHTS	1,475.79	490 4250772	1,475.79
7408054	02071	A G SOD FARMS INC	NSC-SOD(2160 SQ FT)	952.93	101 4635404	952.93
7408055	03854	A V JANITORIAL SUPPLY	PBP-JANITORIAL SUPPLIES	631.82	101 4631406	631.82

City of Lancaster Check Register



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From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

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7408056	09356	A2ZFX INC	OMP-MONOLITHS DESIGN/FABRICATN	29,580.00	261 11BS026924	29,580.00
7408057	05445	ADELMAN BROADCASTING, INC	PAC-10/19 ADS-THELMA HOUSTON	330.00	101 4650205	330.00
7408058	C8745	ADVANCE ELECTRIC	SPRINKLER REPAIR	1,350.00	482 4636462	1,350.00
			SPRINKLER TIMER POWER REPAIR	1,550.00	482 4636462	1,550.00
			BLVD/ZELDAS-SWITCH REPAIRS	275.00	101 4650402	275.00
				<u>3,175.00</u>		<u>3,175.00</u>
7408059	09708	AIR REEL DRONE SERVICES	65TH ST W-PROJECT IMAGES	300.00	203 4785301	300.00
7408060	04662	ALTEC INDUSTRIES INC	PLACARDS(18)-EQ4371	64.63	483 4785207	64.63
7408061	C6143	AMERICAN BUSINESS MACHINES	IMAGE RUNNER ADV COPIER	8.53	101 4410254	8.53
7408062	D3147	AMERICAN PLUMBING SERVICES,INC	EPL-RESTROOM REPAIR	97.00	101 4631402	97.00
7408063	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	91.02	101 4753209	91.02
7408064	02693	ANDY GUMP, INC	HP-FENCE RENTL-10/17-11/13/19	17.74	101 4634602	17.74
			PBP-FENCE RENTL-10/18-11/14/19	19.71	101 4631602	19.71
			OMP-FENCE RENTL-10/28-11/24/19	44.68	101 4634602	44.68
				<u>82.13</u>		<u>82.13</u>
7408065	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE	577.23	203 4752410	577.23
			READY MIX CONCRETE	514.81	203 4752410	514.81
				<u>1,092.04</u>		<u>1,092.04</u>
7408066	04446	AUTO PROS	SMOG INSPECTION-EQ3302	45.00	101 4753207	45.00
			SMOG INSPECTION-EQ4361	45.00	203 4785207	45.00
				<u>90.00</u>		<u>90.00</u>
7408067	04151	AXES FIRE INC	MTNC YD-FIRE EXT CERT/INSPCTN	899.64	203 4752402	899.64
			FIRE CERTS(10)	120.00	101 4315207	12.00
					101 4631207	12.00
					101 4632207	12.00
					101 4634207	12.00
					101 4761207	12.00
					203 4752207	12.00
					203 4752207	12.00
					203 4752207	12.00
					480 4755207	12.00
					484 4752207	12.00
				<u>1,019.64</u>		<u>1,019.64</u>
7408068	L1280	BECKER, R D	LCE-NEM PAYOUT	77.80	490 4250658	77.80
7408069	L0042	BLUA, ANDRIA	LCE-NEM PAYOUT	51.62	490 4250658	51.62
7408070	08671	BRYANT, SHERLYN A	LCE-NEM PAYOUT	167.08	490 4250658	167.08

City of Lancaster Check Register



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7408071	08094	BURRELLESLUCE	10/19-MONTHLY MEDIA CHARGES	533.58	101 4305301	533.58
7408072	A9249	CA DEPT OF CORRCTNS/REHAB	08/19-CUSTODY SUPRVSN AGREEMNT	7,279.00	203 4752308	4,640.00
					484 4752308	2,639.00
				<u>7,279.00</u>		<u>7,279.00</u>
7408073	D1872	CA WATER ENVIRONMENTAL ASSN	BS-MEMBERSHIP RENEWAL	192.00	101 4220311	192.00
7408074	L1281	CASTELLON, FRANCISCO	LCE-NEM PAYOUT	41.72	490 4250658	41.72
7408075	06659	CENTER STAGE ARTISTS	DEP-STUNT DOG EXP-11/17/19	1,275.00	101 4650318	1,275.00
7408076	05938	CENTERSTAGING LLC	PAC-INSTRMNT RNTL-10/19/19	1,648.00	101 4650602	1,648.00
7408077	L0500	CHU, SUN H	LCE-NEM PAYOUT	130.97	490 4250658	130.97
7408078	08484	CONSOLIDATED ELECTRCL DIST INC	PBP-LIGHT REPAIRS	109.50	101 4631403	109.50
7408079	05789	CORE & MAIN LP	OMP-PIPE LOCK RESTRAINT	787.00	101 4634404	787.00
			OMP-PIPEROD VALVE KEY	273.69	101 4634404	273.69
				<u>1,060.69</u>		<u>1,060.69</u>
7408080	L1057	COVELL, BRYAN C.	LCE-NEM PAYOUT	3.30	490 4250658	3.30
7408081	D3963	D R I HOLDINGS INC	LCE-NEM PAYOUT	217.23	490 4250658	217.23
7408082	00432	DEPT OF JUSTICE	09/19-FINGERPRINT APPS	990.00	101 4220301	990.00
7408083	00414	DESERT LOCK COMPANY	TBP-SERVICE TRIP	57.50	101 4631402	57.50
7408084	09191	DESIGNERS TOUCH LANDSCAPE INC	JRP-PLAYGROUND FENCE	14,670.00	212 11ZZ006924	14,670.00
			CH-WHITE YUCCA/PLANT	300.00	101 4633265	300.00
				<u>14,970.00</u>		<u>14,970.00</u>
7408085	09525	ENHANCEHCM LLC	ADP IMPLEMENTATION SVCS-09/19	123.75	101 4220301	123.75
			ADP IMPLEMENTATION SVCS-09/19	82.50	101 4220301	82.50
			ADP IMPLEMENTATION SVCS-10/16	412.50	101 4220301	412.50
			ADP IMPLEMENTATION SVCS-10/19	165.00	101 4220301	165.00
				<u>783.75</u>		<u>783.75</u>
7408086	06533	ENNIS-FLINT, INC.	STREET SIGNS/MARKINGS	1,135.18	203 4785454	1,135.18
7408087	06857	ENTERTAINMENTMAX, INC	CMMSSNS-MAGIC&VARIETY-10/28/19	700.00	101 4650301	700.00
7408088	09416	FAZIO, MATTHEW S.	10/19-LTV VIDEO PRODUCTION	520.00	101 4307296	520.00
7408089	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	91.60	101 1110000	38.74
					101 4410212	26.57
					490 4250212	26.29
				<u>91.60</u>		<u>91.60</u>

City of Lancaster Check Register



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7408090	D1793	FISH WINDOW CLEANING	MOAH-WINDOW CLEANINGS-11/21/18 CH-WINDOW CLEANINGS-10/24/19	985.00 328.00 <u>1,313.00</u>	101 4633301 101 4633301	985.00 328.00 <u>1,313.00</u>
7408091	08308	GET HOOKED CRANE SERVICE INC	JRP-BACKBOARD REMOVAL	345.00	101 4631301	345.00
7408092	04721	GET TIRES, INC	TIRES(4)-EQ3832	1,554.23	203 4752207	1,554.23
7408093	L0620	GLOWIAK, EVAN	LCE-NEM PAYOUT	29.10	490 4250658	29.10
7408094	00849	HAAKER EQUIPMENT CO	MTNC YD-WARTHOG INSERTS	217.10	480 4755208	217.10
7408095	L0926	HARRIS HOMES INC	LCE-NEM PAYOUT	121.13	490 4250658	121.13
7408096	819	HERC RENTALS INC	BOO-GENERATOR RNTL-10/26-27/19 BOO-EQUIPMNT RNTL-10/26-27/19	642.53 887.21 <u>1,529.74</u>	101 4649561 101 4649561	642.53 887.21 <u>1,529.74</u>
7408097	09341	HILLARD HEINTZE, LLC	HYBRID LAW ENF-CONSULTING SVCS	46,125.00	101 4820301	46,125.00
7408098	09070	INSIGHT NORTH AMERICA LLC	09/19-INVESTMENT ADVISORY SRVC	2,845.61	101 3501110	2,845.61
7408099	D4004	J P POOLS	WBL/EPL-POOL CHEMICALS	9,036.00	101 4631670	9,036.00
7408100	L1282	JAIMES, ADLAI	LCE-NEM PAYOUT	55.76	490 4250658	55.76
7408101	L1283	JOHNSON, CAROL M	LCE-NEM PAYOUT	4.19	490 4250658	4.19
7408102	01419	JOHNSTONE SUPPLY	CH-ELECTRIC PROBE/OUTLETS	37.00	101 4633403	37.00
7408103	D1903	KERN MACHINERY INC-LANCASTER	WCP-GATOR HARDWARE STARTER MOTOR REMAN ST SSPNSN/SPNDL-EQ5853 DRIVE SHAFT-EQ5608	3.02 524.04 738.26 406.31 <u>1,671.63</u>	101 4631207 101 4635207 101 4635207 101 4635207	3.02 524.04 738.26 406.31 <u>1,671.63</u>
7408104	L0954	KRESSER, CLARISSE	LCE-NEM PAYOUT	25.22	490 4250658	25.22
7408105	1214	L A CO SHERIFF'S DEPT	08/19-SPECIAL INVESTIGATIONS	10,195.17	101 4820355 101 4820357	9,268.36 926.81 <u>10,195.17</u>
7408106	1241	L A CO TAX COLLECTOR	MOAH-3134009031 19/20 PRP TAX	10,071.27	101 4653416	10,071.27
7408107	1203	LANCASTER PLUMBING SUPPLY	CH-RESTROOM AERATOR	13.11	101 4633403	13.11
7408108	A4930	LANDALE MUTUAL WATER COMPANY	L/CHALLENGER-10/19 WATER SVC	52.10	203 4636654	52.10
7408109	L1284	LANGLOTZ, MICHAEL	LCE-NEM PAYOUT	5.23	490 4250658	5.23
7408110	L1285	MARTINI, STACY	LCE-NEM PAYOUT	6.47	490 4250658	6.47

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					480 4755207	(2.00)
					480 4755207	(2.00)
					480 4755207	(2.00)
					480 4755207	(2.00)
					480 4755207	(2.00)
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					483 4785207	(2.00)
					483 4785207	(2.00)
					483 4785207	(2.00)
					483 4785207	(2.00)
					483 4785207	(2.00)
					484 4752207	(2.00)
					484 4752207	(2.00)
					484 4755207	(2.00)
				1,935.95		1,935.95
7408119	06148	NIK-O-LOK, INC	11/19-MONTHLY COIN LOCK LEASE	39.00	101 4633602	39.00
7408120	L0861	OWENS, JOSEPH	LCE-NEM PAYOUT	197.31	490 4250658	197.31
7408121	C3052	OXFORD INN AND SUITES	PAC-LDG-THELMA HOUSTN-10/19/19	110.29	101 4650257	110.29
7408122	05741	P P G ARCHITECTURAL FINISHES	PBP-PAINT	157.68	101 4631404	157.68
7408123	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
				2,468.00		2,468.00
7408124	L1286	PHAM, CUONG	LCE-NEM PAYOUT	39.62	490 4250658	39.62
7408125	09756	PONIES FOR PARTIES	BOO-PETTING ZOO/HARVEST FESTVL	1,003.20	101 4649561	1,003.20
7408126	06160	PRIME TIME PARTY RENTALS	BOO-TENTS/TABLE RNTL-10/26/19	4,855.00	101 4649561	4,855.00
7408127	07287	PRINTING BOSS	FOD-BANNERS/SIGNS	542.03	101 4649563	542.03
7408128	06874	PRINTS4LIFE	UNIFORM SHIRTS/POLOS	502.61	101 4633209	502.61
7408129	C5395	PRO ACTIVE WORK HEALTH SERVICES	JA-DMV DOT PHYSICAL-10/08/19	69.00	101 4220301	69.00
7408130	05864	QUINN COMPANY	CPLNG/HS-EQ3772	135.30	484 4752207	135.30
7408131	C9494	ROSENBERG M D, RICHARD C	CLAIM#040-17/CLGL-1388A1	2,580.00	109 4430300	2,580.00
7408132	D3947	S G A CLEANING SERVICES	CONCRETE REPAIR	260.00	101 4633404	260.00
7408133	03962	SAFETY KLEEN	HAZ WASTE PARTS WASHER	141.41	101 4753657	141.41
7408134	A8260	SAGE STAFFING	SO-PUBLIC SFTY STFF-10/14-20/19	565.75	101 4820308	565.75

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

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7408135	1919	SAV-ON FENCE COMPANY	FENCE REPAIR-27TH W & AVE I	1,925.00	484 4755409	1,925.00
7408136	05149	SIERRA DOOR SYSTEMS	PAC-TICKET WINDOW DOOR REPAIR	731.25	101 4650301	731.25
7408137	1894	SIGNS & DESIGNS	PAC-POSTERS	142.35	101 4650205	142.35
			ALUMINUM STREET SIGNS	842.75	203 4785456	842.75
				<u>985.10</u>		<u>985.10</u>
7408138	L1287	SINN, SOVADY	LCE-NEM PAYOUT	51.28	490 4250658	51.28
7408139	01816	SMITH PIPE & SUPPLY INC	OMP-VALVE BOX	220.05	101 4634404	220.05
			WCP-IRRIGATION SUPPLIES	187.11	101 4631404	187.11
			PBP-IRRIGATION SUPPLIES	206.81	101 4631404	206.81
			FERTILIZER FOR ALL PARKS	11,786.58	101 4631404	3,928.86
					101 4634404	3,928.86
					101 4635404	3,928.86
			STP-IRRIGATION SUPPLIES	80.77	101 4631404	80.77
			WCP-IRRIGATION SUPPLIES	166.08	101 4631404	166.08
			OMP-IRRIGATION SUPPLIES	540.83	101 4634404	540.83
			CH-IRRIGATION SUPPLIES	95.14	101 4633404	95.14
			AHP-IRRIGATION SUPPLIES	481.85	101 4631404	481.85
			OMP-PVC PIPE/ADAPTER	22.38	101 4634404	22.38
			EDP-COUPLER KEY	78.20	101 4631404	78.20
			WCP-IRRIGATION SUPPLIES	56.99	101 4631404	56.99
				<u>13,922.79</u>		<u>13,922.79</u>
7408140	09163	SOCAL OFFICE TECHNOLOGIES	10/27-11/26/19-EQUIPMENT	302.22	101 4410254	302.22
7408141	D2143	STREAMLINE AUDIO VISUAL, INC	FOD-AUDIO AND STAGE	18,750.00	101 4649563	18,750.00
7408142	09492	THE GEE DESIGNS	10/19-BOOLVD FESTIVAL FILMING	80.00	101 4307296	80.00
7408143	C5522	THOMSON REUTERS-WEST PMT CENT	09/19-INFORMATION CHARGES	421.28	101 4820301	421.28
7408144	D1594	TOUCHPOINT ENERGIZED COMM	11/19-E NEWSLETTER SVC	180.00	101 4305302	180.00
7408145	02977	TURBO DATA SYSTEMS INC	08/19 ADMIN CITATIONS	2,463.79	101 4245301	2,463.79
			09/19 ADMIN CITATIONS	5,085.86	101 4245301	5,085.86
				<u>7,549.65</u>		<u>7,549.65</u>
7408146	D3265	ULINE	BOO-EXTENSION CORDS/CBLE TIES	396.73	101 4649561	396.73
7408147	05551	UNITED SITE SRVCS OF CA,SO DIV	LUC-RENCE RENTL-10/04-31/19	61.32	101 4633602	61.32
			MLS-FENCE RENTL-10/10-11/06/19	19.72	101 4633602	19.72
				<u>81.04</u>		<u>81.04</u>
7408148	07270	URBAN3	FORM BASED CODE RPRTS/ANALYSIS	18,200.00	101 4200301	18,200.00
7408149	L1288	VALENZUELA, SHARLENE	LCE-NEM PAYOUT	59.85	490 4250658	59.85
7408150	L0466	VASQUEZ, GUSTAVO	LCE-NEM PAYOUT	91.19	490 4250658	91.19

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

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7408151	L1289	VERMA, MOHIT	LCE-NEM PAYOUT	49.19	490 4250658	49.19
7408152	09590	VIVINT INC	PS-SMRT HME SVC-10/25-11/24/19	72.05	101 4800301	72.05
7408153	06384	VOYAGER FLEET SYSTEMS INC	VOYAGER FLEET SYSTEMS 10/24/19	307.33	101 2602000	307.33
7408154	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	108.95	203 4752410	108.95
			ASPHALT	2,163.59	203 4752410	2,163.59
			ASPHALT	2,159.12	203 4752410	2,159.12
			COLD MIX	119.63	203 4752410	119.63
			COLD MIX	127.84	203 4752410	127.84
			COLD MIX	237.62	203 4752410	237.62
				<u>4,916.75</u>		<u>4,916.75</u>
7408155	31026	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	23.13	101 4633406	23.13
7408156	05093	WESTERN EQUIPMENT SERVICE CO	CEDAR-DUCTING REPAIRS	29,896.00	101 4651402	29,896.00
7408157	L1290	WILLIAMS, CAMILLE	LCE-NEM PAYOUT	59.31	490 4250658	59.31
7408158	09766	WINNING, DONNA	RFND-MILITARY FOD TICKET	35.00	101 3402751	35.00
7408159	09765	ANTELOPE VALLEY RURAL MUSEUM	DONATION-AV RURAL MUSEUM	100,001.00	490 4250205	100,001.00
7408160	05635	ALL AMERICAN ASPHALT	CP18001-2018 PVMNT MNGMNT PRGR	734,042.37	150 2100003	(17,960.62)
					150 2100003	(10,959.35)
					150 2100003	(9,004.73)
					150 2100003	(709.11)
					206 12ST037924	17,960.62
					206 12ST037924	341,251.88
					209 12ST037924	10,959.35
					209 12ST037924	208,227.49
					210 12ST037924	709.11
					210 12ST037924	13,473.16
					211 12ST037924	9,004.73
					211 12ST037924	171,089.84
				<u>734,042.37</u>		<u>734,042.37</u>
7408161	09709	KHJR REAL ESTATE ADVISORY SRV	09/19-HEALTH DSTRCT SVCS	51,146.46	101 4240301	51,146.46
7408162	06313	R C BECKER & SON, INC	CP17005-2020 SFE RTE TO SCHOOL	357,102.44	150 2100003	(14,894.93)
					150 2100003	(3,899.93)
					209 15SW017924	3,899.93
					209 15SW017924	74,098.76
					349 15SW017924	14,894.93
					349 15SW017924	283,003.68
			CP17005-2020 SFE RTE TO SCHOOL	498,262.72	150 2100003	(20,782.80)
					150 2100003	(5,441.55)
					209 15SW017924	5,441.55
					209 15SW017924	103,389.51
					349 15SW017924	20,782.80

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					349 15SW017924	394,873.21
				855,365.16		855,365.16
7408163	08891	SOUTHWEST LIFT & EQUIPMENT INC	MTNC YD-STERIL-KONI TRUCK LIFT	264,410.43	104 4753763	249,999.43
					203 4752763	14,411.00
				264,410.43		264,410.43
7408164	1612	PETRO LOCK	UNLEADED(4440)/DIESEL(2970)	24,806.56	101 1620000	24,806.56
7408165	00107	A V PRESS	10/19-ADVERTISING	907.64	101 4649225	500.00
					101 4649563	407.64
				907.64		907.64
7408166	00107	A V PRESS	PAC-10/19 ADVERTISING	1,630.52	101 4650205	1,630.52
7408167	00107	A V PRESS	10/19-ON THE NET ADS	3,147.50	101 4305205	3,147.50
7408168	C7908	ASHLIN, JIMMIE	JA-BOOT/PANT REIMB	86.59	203 4752220	86.59
7408169	D4410	BARRUS, RYAN R	RB-BOOT/PANT REIMB	98.02	101 4634209	98.02
7408170	D1872	CA WATER ENVIRONMENTAL ASSN	MT-CERTIFICATION RENEWAL	94.00	101 4220311	94.00
7408171	D1872	CA WATER ENVIRONMENTAL ASSN	BB-MEMBERSHIP RENEWAL	192.00	101 4220311	192.00
7408172	D1872	CA WATER ENVIRONMENTAL ASSN	MA-MEMBERSHIP RENEWAL	192.00	101 4220311	192.00
7408173	09223	CALIFORNIA BOOTH BUS	2019 GALA-PHOTO BOOTH BUS	1,328.00	101 4220251	1,328.00
7408174	08400	CASINO DE PARIS INC	2019 GALA-CASINO TABLES	3,695.00	101 4220251	3,695.00
7408175	3563	CEDAR STREET THEATRE	PRCDS-CST GASLIGHT-10/18-27/19	3,473.25	101 2107000	7,052.00
					101 3405127	(2,750.00)
					101 3405302	(210.00)
					101 3405303	(618.75)
				3,473.25		3,473.25
7408176	09770	CELEBRATION SENSATION INC.	2019 GALA-CARICATURE	545.00	101 4220251	545.00
7408177	D1545	CLETEHOUSE CAFE, INC	2019 GALA-CTRNG SVC-11/15/19	1,003.02	101 4220251	1,003.02
7408178	D1545	CLETEHOUSE CAFE, INC	2019 GALA-CTRNG SVC-11/15/19	3,055.05	101 4220251	3,055.05
7408179	1296	L A CO CLERK-ENVIRO FILINGS	NOE:CP20008-K/35TH E IMPRVMNT	75.00	217 16ST010924	75.00
7408180	1215	L A CO WATERWORKS	09/03/19-11/05/19 WATER SVC	17,291.17	101 4631654	6,385.60
					101 4633654	3,057.66
					203 4636654	881.81
					203 4752654	2,893.43
					306 4342684	143.53
					480 4755654	1,087.86
					482 4636654	2,295.60

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				17,291.17	484 4755654	545.68 17,291.17
7408181	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 23-2019	360.00	101 2171000	360.00
7408182	09550	LITTLE KATE MUSIC GROUP INC	BAL-TERRY LEE GOFFEE-11/23/19	2,964.00	101 2177003 101 4650318	(161.00) 3,125.00 2,964.00
7408183	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 23-2019	1,010.12	101 2170200	1,010.12
7408184	09227	PORTABLE POOL TABLE RENTALS	2019 GALA-PORTABLE POOL TABLES	1,000.00	101 4220251	1,000.00
7408185	03154	SO CA EDISON	10/01/19-11/01/19 ELECTRIC SVC	91.02	483 4785660	91.02
7408186	03154	SO CA EDISON	09/25/19-11/06/19 ELECTRIC SVC	361.60	101 4633652 203 16ST006924 209 16ST007924 482 4636652 483 4785660	34.67 46.35 43.71 23.65 213.22 361.60
7408187	03154	SO CA EDISON	10/02/19-11/01/19 ELECTRIC SVC	839.45	203 4636652 482 4636652	210.74 628.71 839.45
7408188	03154	SO CA EDISON	09/05/19-11/06/19 ELECTRIC SVC	2,350.82	483 4785652 483 4785660	2,053.17 297.65 2,350.82
7408189	03154	SO CA EDISON	12/11/17-02/28/19 NON ENERGY	6,905.86	490 4250301	6,905.86
7408190	03154	SO CA EDISON	08/18/18-04/30/19 NON ENERGY	8,332.55	490 4250301	8,332.55
7408191	03154	SO CA EDISON	12/13/17-03/31/19 NON ENERGY	9,142.37	490 4250301	9,142.37
7408192	03154	SO CA EDISON	04/05/18-06/30/19 NON ENERGY	9,701.22	490 4250301	9,701.22
7408193	03154	SO CA EDISON	05/11/18-07/31/19 NON ENERGY	10,362.95	490 4250301	10,362.95
7408194	03154	SO CA EDISON	08/28/18-08/31/19 NON ENERGY	11,634.86	490 4250301	11,634.86
7408195	03154	SO CA EDISON	09/03/19-11/12/19 ELECTRIC SVC	42,024.10	101 4631652 101 4633652 101 4634652 101 4635652 101 4636402 101 4651652 101 4800403 482 4636652 483 4785660	14,872.53 7,376.05 2,999.57 13,762.24 520.69 1,482.08 359.54 61.19 590.21 42,024.10

City of Lancaster Check Register



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From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

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7408196	1907	SO CA GAS COMPANY	10/01/19-10/30/19 GAS SVC	14.30	101 4631655	14.30
7408197	D4360	STREETER, NORMAN L	NS-BOOT/PANT REIMB	142.89	101 4633209	142.89
7408198	07605	STUNT DOG PRODUCTIONS	BAL-STUNT DOG EXP-11/17/19	7,475.00	101 4650318	7,475.00
7408199	A1393	TEAMSTERS LOCAL 911	11/19 UNION DUES	2,967.00	101 2157000	2,967.00
7408200	09735	THEESE, NICOLE	NT-MLGE-10/23-25/19	211.12	101 4220256	211.12
7408201	C2555	TIME WARNER CABLE	10/17-11/16/19-PRA INFO DSK	65.75	101 4315651	65.75
7408202	C2555	TIME WARNER CABLE	10/19-TV SERVICE-CITY MNGR+3	90.26	101 4315651	90.26
7408203	C2555	TIME WARNER CABLE	10/14-11/13/19 BROADBAND SVC	164.99	101 4315651	164.99
7408204	2106	U S POSTMASTER	POSTAGE-WINTER 2019 OUTLOOK	13,000.00	101 4305211	7,800.00
					101 4643211	5,200.00
				13,000.00		13,000.00
7408205	07177	VANDER HYDE, CANDICE	CV-PRDM-W SCRMMNTO-10/28-30/19	177.50	101 4220256	177.50
7408206	09733	VIA ENTERTAINMENT TOURS, INC	DEP-DWIGHT YOAKAM-11/21/19	21,250.00	101 4650318	21,250.00
7408207	09733	VIA ENTERTAINMENT TOURS, INC	BAL-DWIGHT YOAKAM-11/21/19	22,075.00	101 2177003	(2,975.00)
					101 4650318	25,050.00
				22,075.00		22,075.00
7408208	06576	A V CHEVROLET	FILTER-EQ3832	102.82	203 4752207	102.82
7408209	C8758	A V ECONOMIC RESEARCH &	2020 ECONOMIC RNDTABLE REPORT	2,500.00	101 4240206	2,500.00
7408210	00116	A V ENGINEERING	WHIT CARTER RESIDENTL IN-FILL	180.00	306 4240900S	180.00
			WHIT CARTER RESIDENTL IN-FILL	8,540.00	306 4240900S	8,540.00
				8,720.00		8,720.00
7408211	06294	A V WEB DESIGNS	NSC-11/19-MONTHLY HOSTING CHGS	99.95	101 4645301	99.95
			PAC-11/19-MONTHLY HOSTING CHGS	99.95	101 4650301	99.95
				199.90		199.90
7408212	07489	ACCESSO SHOWARE	PAC-10/19-TICKET SALES	3,092.30	101 4650302	3,092.30
7408213	05445	ADELMAN BROADCASTING, INC	PAC-10/19 ADS-KYLE&MSTIE KNIGHT	240.00	101 4650205	240.00
			PAC-10/19 ADS-SUGAR SKULL	240.00	101 4650205	240.00
			PAC-10/19 ADS-MICKY DOLENZ	120.00	101 4650205	120.00
			PAC-10/19 ADS-MICKY DOLENZ	120.00	101 4650205	120.00
			PAC-11/19 ADS-MICKY DOLENZ	90.00	101 4650205	90.00
				810.00		810.00
7408214	D3147	AMERICAN PLUMBING SERVICES,INC	INCUBATOR-WATER LINE REPAIR	926.00	101 4636402	926.00

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

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7408215	04760	AMERINAT	09/19-MONTHLY SERVICE FEE	504.07	306 4342301	504.07
7408216	02693	ANDY GUMP, INC	OMP-FENCE RNTL-10/04-05/19	1,662.34	101 4640251	1,662.34
7408217	08130	ARTAROUND STUDIO	10/19-SCULPTING INSTRUCTION	21.00	101 4643308	21.00
			10/19-KIDSWORK INSTRUCTION	84.00	101 4643308	84.00
				<u>105.00</u>		<u>105.00</u>
7408218	06115	ATLANTIC CUSTOM SOLUTIONS INC	FOD-GENERAL GLASSES	3,367.76	101 2175000	(319.94)
					101 4649563	3,687.70
			FOD-VIP TUMBLERS	674.52	101 2175000	(64.08)
					101 4649563	738.60
				<u>4,042.28</u>		<u>4,042.28</u>
7408219	04446	AUTO PROS	SMOG INSPECTION-EQ3412	45.00	203 4752207	45.00
			SMOG INSPECTION-EQ3832	45.00	203 4752207	45.00
			SMOG INSPECTION-EQ1739	45.00	101 4600207	45.00
			SMOG INSPECTION-EQ3824	45.00	203 4752207	45.00
			SMOG INSPECTION-EQ3833	45.00	203 4752207	45.00
			SMOG INSPECTION-EQ3757	45.00	203 4752207	45.00
			SMOG INSPECTION-EQ4300	45.00	203 4752207	45.00
				<u>315.00</u>		<u>315.00</u>
7408220	09624	AY CONSULTING LLC	10/19-11/19 FIN CONSULTANT SVC	3,625.60	101 4410301	3,625.60
7408221	09431	AZTECA RESTAURANT FAMILY ENT	RFND-DIRECTOR'S REVIEW 19-94	223.00	101 3203100	223.00
7408222	C8921	BARTEL ASSOCIATES, LLC	09/19-CONSULTING SERVICES	740.00	101 4410304	740.00
7408223	01580	BASS, LYNNETTE	10/19-JRP PRESCHOOL INSTRUCTOR	2,730.00	101 4643308	2,730.00
			10/19-MOMMY/DADDY/ME INSTRUCTR	585.00	101 4643308	585.00
				<u>3,315.00</u>		<u>3,315.00</u>
7408224	06639	BOOT BARN INC	UNION STAFF WORK BOOTS/PANTS	1,227.03	101 4753220	212.04
					203 4752220	615.88
					480 4755220	399.11
				<u>1,227.03</u>		<u>1,227.03</u>
7408225	08548	BREWYARD BEER COMPANY, LLC	FOD-BELGIAN ALE	350.00	101 4649563	350.00
7408226	D0812	C S A C EXCESS INSURANCE AUTH	INSURANCE CERT TRACKING	362.50	101 4230260	362.50
7408227	D0629	CA ASSOC OF CODE ENF OFFICERS	JW-PROFESSNL MEMBERSHIP DUES	95.00	101 4245206	95.00
			MK-PROFESSNL MEMBERSHIP DUES	95.00	101 4245206	95.00
			RD-PROFESSNL MEMBERSHIP DUES	95.00	101 4245206	95.00
			SM-PROFESSNL MEMBERSHIP DUES	95.00	101 4245206	95.00
			SV-PROFESSNL MEMBERSHIP DUES	95.00	101 4245206	95.00
			MS-PROFESSNL MEMBERSHIP DUES	95.00	101 4245206	95.00
			KC-PROFESSNL MEMBERSHIP DUES	95.00	101 4245206	95.00
			TB-PROFESSNL MEMBERSHIP DUES	95.00	101 4245206	95.00
			AV-PROFESSNL MEMBERSHIP DUES	95.00	101 4245206	95.00

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			SO-PROFESSNL MEMBERSHIP DUES	95.00	101 4245206	95.00
			JM-PROFESSNL MEMBERSHIP DUES	95.00	101 4245206	95.00
			AM-PROFESSNL MEMBERSHIP DUES	95.00	101 4245206	95.00
			AN-PROFESSNL MEMBERSHIP DUES	95.00	101 4245206	95.00
			JR-PROFESSNL MEMBERSHIP DUES	95.00	101 4245206	95.00
			RC-ASSOCIATE MEMBERSHIP DUES	95.00	101 4245206	95.00
				<u>1,425.00</u>		<u>1,425.00</u>
7408228	C5582	CARPETERIA	JRP-PANELING ALUMINUM CORNERS	1,500.00	212 11ZZ006924	1,500.00
			JRP-FLOORING/PANELING	10,615.50	212 11ZZ006924	10,615.50
				<u>12,115.50</u>		<u>12,115.50</u>
7408229	00382	CARRIER COMMUNICATIONS	11/19-HAUSER MTN SITE RENT	581.68	101 4245350	581.68
7408230	07733	CHAMBERS, CYNTHIA A	10/19-GUITAR INSTRUCTOR	420.00	101 4643308	420.00
7408231	07545	COSTAR REALTY INFORMATION INC	11/19-PROFESSIONAL SERVICES	1,046.44	101 4240301	1,046.44
7408232	04231	D M R TEAM, INC	CP14010-SR-138-AVE J INTRCHNG	40,365.00	210 15BR007924	40,365.00
7408233	C5109	D'S CERAMICS	10/19-CHILDRENS ART INSTRUCTN	105.00	101 4643308	105.00
			10/19-POTTERS WHEEL INSTRUCTN	136.50	101 4643308	136.50
				<u>241.50</u>		<u>241.50</u>
7408234	07131	DE LAGE LANDEN FINANCIAL SVCS	11/15/19-12/14/19 NETWRK PRNTR	168.95	101 4800254	168.95
7408235	A0925	DESERT HAVEN ENTERPRISES	44611 YUCCA-CLEAN OUT	275.00	361 4342301	275.00
			45416 SANCROFT-CLEAN OUT	270.00	101 4245940	270.00
				<u>545.00</u>		<u>545.00</u>
7408236	00414	DESERT LOCK COMPANY	CH-FINANCE KEYS(3)	11.50	101 4633403	11.50
			OMP-LOCKS(8)	161.45	101 4634404	161.45
				<u>172.95</u>		<u>172.95</u>
7408237	07159	DIAZ, BRANDON	10/19-TENNIS INSTRUCTOR	28.00	101 4643308	28.00
			10/19-TENNIS INSTRUCTOR	56.00	101 4643308	56.00
			10/19-TENNIS INSTRUCTOR	28.00	101 4643308	28.00
			10/19-TENNIS INSTRUCTOR	168.00	101 4643308	168.00
			10/19-TENNIS INSTRUCTOR	84.00	101 4643308	84.00
			10/19-TENNIS INSTRUCTOR	364.00	101 4643308	364.00
			10/19-TENNIS INSTRUCTOR	112.00	101 4643308	112.00
				<u>840.00</u>		<u>840.00</u>
7408238	09614	ENCOMPASS CONSULTANT GROUP IN	CP19002-10TH W/AVE J IMPRVMTS	30,699.13	210 12ST039924	30,699.13
7408239	09525	ENHANCEHCM LLC	ADP IMPLEMENTATION SVCS-10/19	41.25	101 4220301	41.25
			ADP IMPLEMENTATION SVCS-10/19	41.25	101 4220301	41.25
			ADP IMPLEMENTATION SVCS-11/19	165.00	101 4220301	165.00
				<u>247.50</u>		<u>247.50</u>
7408240	09368	ENODO GLOBAL, INC.	PS RISK ASSESSMENT MODULE	2,000.00	101 4240301	2,000.00

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

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7408241	06857	ENTERTAINMENTMAX, INC	CMMSSNS-SUGAR SKULL-11/05/19	700.00	101 4650301	700.00
7408242	C8113	F J HEATING & AIR CONDITIONING	1550 NEWGROVE-COOLER SERVICE	75.00	363 4342770	75.00
7408243	09416	FAZIO, MATTHEW S.	10/19-11/19-LTV VIDEO PRODUCTN	520.00	101 4307296	520.00
7408244	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILING	53.66	101 4220212	27.04
					101 4410212	26.62
				<u>53.66</u>		<u>53.66</u>
7408245	07124	FIRST AMERICAN DATA TREE, LLC	10/19-PROFESSIONAL SERVICES	304.30	101 4230301	304.30
7408246	08441	FRANKLIN TRUCK PARTS INC	SPRNG BRK VLV-EQ3779	243.43	480 4755207	243.43
7408247	08245	GOLDEN STATE LABOR COMPLIANCE	CP17005-2020 SAFE RTE TO SCHL	3,927.03	210 15SW017924	3,927.03
			CP18001-2019 PVMNT MGMT PROGRAM	3,853.48	101 12ST037924	3,853.48
				<u>7,780.51</u>		<u>7,780.51</u>
7408248	09095	HDL COREN & CONE	10/19-12/19-PROPERTY TAX	5,562.50	101 4410301	5,562.50
7408249	09758	HENCELY, TROY JR	10/19-MUSICAL THEATER INSTRCTR	540.00	101 4643308	540.00
7408250	C9535	HILLYARD/LOS ANGELES	JANITORIAL SUPPLIES	762.34	101 4633406	762.34
7408251	01260	HONDA LANCASTER	RUBBER, TRNS MTG-EQ6808	128.00	101 4800207	128.00
7408252	09772	INLAND EMPIRE BREWING CO	FOD-BEVERAGES	834.00	101 4649563	834.00
7408253	D3842	INNOVATION EDUCATION	10/19-ITALIAN INSTRUCTION	112.00	101 4643308	112.00
			10/19-LEGO ROBOTICS INSTRUCTN	686.00	101 4643308	686.00
				<u>798.00</u>		<u>798.00</u>
7408254	06623	INTERN'L DANCE FITNESS ACADEMY	10/19-BALLET/TAP INSTRUCTION	480.00	101 4643308	480.00
			10/19-BALLET/TAP INSTRUCTION	480.00	101 4643308	480.00
			10/19-SALSA INSTRUCTION	252.00	101 4643308	252.00
			10/19-HIP HOP INSTRUCTION	420.00	101 4643308	420.00
				<u>1,632.00</u>		<u>1,632.00</u>
7408255	A2594	INTERSTATE BATTERY SYS OF A V	BATTERIES(5)	526.91	101 4600207	115.79
					101 4632207	55.70
					203 4752207	114.78
					203 4752207	117.80
					203 4752207	122.84
				<u>526.91</u>		<u>526.91</u>
7408256	09369	INTERWEST CONSULTING GROUP INC	09/19-TRAFFIC ENGINEERING SVCS	5,280.00	101 4785301	5,280.00
7408257	C8259	JOHNSON, LEONARD	10/19-TENNIS INSTRUCTOR	99.40	101 4643308	99.40
7408258	08488	L A CO BREWERS GUILD	FOD-BREWER SPONSORSHIP	3,166.54	101 4649563	3,166.54

City of Lancaster Check Register



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7408259	1214	L A CO SHERIFF'S DEPT	08/19-SPCL EVNT-AV FAIR PARADE	1,111.48	101 4820355	1,001.34
					101 4820357	110.14
				<u>1,111.48</u>		<u>1,111.48</u>
7408260	03575	LANCASTER AUTO INTERIORS	LABOR-EQ3783	432.13	203 4752207	432.13
7408261	1203	LANCASTER PLUMBING SUPPLY	PAC-DUAL THRD AERATOR	16.37	101 4650403	16.37
			PAC-TOILET SEAT	28.97	101 4650403	28.97
				<u>45.34</u>		<u>45.34</u>
7408262	A5005	LENTON COMPANY INC	CH-COUNCIL CHAMBERS STAIN	10,000.00	701 11BS019924	10,000.00
7408263	D1736	LEVEL 3 COMMUNICATIONS LLC	10/19-INTERNET/DATA	4,415.86	101 4315651	4,415.86
7408264	07725	LOCAL CRAFT BEER LLC	FOD-BEVERAGES	1,035.00	101 4649563	1,035.00
7408265	04351	LYN GRAFIX	FOD-VIP SHIRTS	12,230.06	101 4649563	12,230.06
			SUMMER SOFTBALL PULLOVERS	8,199.36	101 4641251	8,199.36
			UNIFORM POLOS/HOODIES	543.13	101 4649225	543.13
				<u>20,972.55</u>		<u>20,972.55</u>
7408266	D3290	MAHOWALD, DAA	10/19-CHESS INSTRUCTOR	485.10	101 4643308	485.10
7408267	08106	MARTINEZ, CRISTINA A	10/19-FOLKLORICO INSTRUCTOR	933.00	101 4643308	933.00
			10/19-FOLKLORICO INSTRUCTOR	1,137.00	101 4643308	1,137.00
				<u>2,070.00</u>		<u>2,070.00</u>
7408268	C3413	MATHER BROS INC	FOD-ICE DELIVERY	1,096.50	101 4649563	1,096.50
7408269	06673	MILLER, JACK C	10/19-TENNIS INSTRUCTOR	23.40	101 4643308	23.40
			10/19-TENNIS INSTRUCTOR	42.12	101 4643308	42.12
			10/19-TENNIS INSTRUCTOR	46.80	101 4643308	46.80
			10/19-TENNIS INSTRUCTOR	23.40	101 4643308	23.40
				<u>135.72</u>		<u>135.72</u>
7408270	D3578	MINUTEMAN PRESS	LCE-RSC POSTCARDS	16,834.84	490 4250772	16,834.84
			LCE-EV INCENTIVE PRGRM FLYERS	129.42	490 4250772	129.42
				<u>16,964.26</u>		<u>16,964.26</u>
7408271	08821	MUROW CM	AVE I & SIERRA HWY IMPROVEMNTS	1,000.00	306 42409001	1,000.00
7408272	08562	NAPA AUTO PARTS	AIR CNDTNG CMPRSSR-EQ5827	261.99	101 4633207	261.99
			SRPNTN BLT-EQ5827	4.05	101 4633207	4.05
			DUMP PUMP-EQ3828	1,178.00	484 4752207	1,178.00
			AIR FILTER-EQ3992	13.84	480 4755207	13.84
			BLOWER MOTOR-EQ3832	103.73	203 4752207	103.73
			ANITLOCK BRK SSTM-EQ5827	510.34	101 4633207	510.34
				<u>2,071.95</u>		<u>2,071.95</u>
7408273	D2634	O'REAR, JEFFREY R	10/19-PRODUCTION SERVICES	400.00	101 4649225	400.00

City of Lancaster Check Register



From Check No.: 7407323 - To Check No.: 7408319

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:53

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7408274	07540	OFFICETEAM	KG-FIN STAFF-10/28-11/01/19	932.03	101 4410308	932.03
7408275	C7808	OPSEC SPECIALIZED PROTECTION	FOD-EVENT SECURITY	650.00	101 4649563	650.00
7408276	05741	P P G ARCHITECTURAL FINISHES	MOAH-PAINT	112.62	101 4653251	112.62
7408277	09496	PAY PLUS SOLUTIONS	CALPERS MONTHLY CHARGES	327.00	101 4220301	327.00
			CALPERS MONTHLY CHARGES	327.00	101 4220301	327.00
				<u>654.00</u>		<u>654.00</u>
7408278	07074	POCOCK BREWING COMPANY	FOD-BEVERAGES	252.50	101 4649563	252.50
7408279	06160	PRIME TIME PARTY RENTALS	FOD-TENTS/TABLES/CHAIRS RNTLS	3,151.00	101 4649563	3,151.00
7408280	C5395	PRO ACTIVE WORK HEALTH SERVICES	VG-DMV DOT PHYSICAL-10/07/19	69.00	101 4220301	69.00
			DH-DMV DOT PHYSICAL-10/09/19	69.00	101 4220301	69.00
			JL-DMV DOT PHYSICAL-10/10/19	69.00	101 4220301	69.00
			WS-DMV DOT PHYSICAL-10/10/19	69.00	101 4220301	69.00
				<u>276.00</u>		<u>276.00</u>
7408281	05864	QUINN COMPANY	TOTAL PARTS-EQ3749	181.46	203 4752207	181.46
			TOTAL PARTS-EQ3749	46.24	203 4752207	46.24
			TOTAL PARTS-EQ3774	324.51	203 4752207	324.51
				<u>552.21</u>		<u>552.21</u>
7408282	05747	RICK SHIPP TRUCK & EQUIP REPR	SHOP LABOR-EQ3782	958.00	203 4752207	958.00
7408283	09287	ROBINSON, WILLIAM E.	10/19-TAEKWONDO INSTRUCTOR	69.30	101 4643308	69.30
			10/19-TAEKWONDO INSTRUCTOR	415.80	101 4643308	415.80
			10/19-TAEKWONDO INSTRUCTOR	762.30	101 4643308	762.30
				<u>1,247.40</u>		<u>1,247.40</u>
7408284	09104	ROSENDIN ELECTRIC INC	LMS-ATS FAILURE REPAIR	1,425.00	101 4632402	1,425.00
7408285	04337	RUIZ, LINDA	10/19-TENNIS INSTRUCTOR	168.00	101 4643308	168.00
			10/19-TENNIS INSTRUCTOR	140.00	101 4643308	140.00
			10/19-TENNIS INSTRUCTOR	140.00	101 4643308	140.00
			10/19-TENNIS INSTRUCTOR	196.00	101 4643308	196.00
				<u>644.00</u>		<u>644.00</u>
7408286	D3947	S G A CLEANING SERVICES	OMP-DOOR REPAIR	165.00	101 4646251	165.00
			LMS-PRESURRE WASH SIDEWALK	620.00	101 4632402	620.00
			PAC-FURNITURE CLEANING	235.00	101 4650402	235.00
				<u>1,020.00</u>		<u>1,020.00</u>
7408287	A8260	SAGE STAFFING	SO-PUBLIC SFTY STFF-10/21-27/19	452.60	101 4820308	452.60
7408288	06651	SANTOS BOXING USA	10/19-BOXING INSTRUCTION	672.00	101 4643308	672.00
			10/19-BOXING INSTRUCTION	420.00	101 4643308	420.00
				<u>1,092.00</u>		<u>1,092.00</u>

City of Lancaster Check Register



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From Check Date 10/20/19 - To Check Date: 11/16/19

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7408289	05934	SHI INTERNATIONAL CORP	VMWARE PRODUCTION SUPPORT SVC IT-SPLUNK CLOUD SUBSCRIPTION IT-SINGLE AP LICENSE UPGRADE	8,345.53 40,950.00 131.00 <u>49,426.53</u>	101 4315402 101 4315302 101 4315302	8,345.53 40,950.00 131.00 <u>49,426.53</u>
7408290	09467	SHRED-IT USA LLC	DOCUMENT DESTRUCTION	105.00	101 4200301 101 4220301 101 4400301 101 4600301 101 4700301 101 4800301 <u>105.00</u>	17.50 17.50 17.50 17.50 17.50 17.50 <u>105.00</u>
7408291	08538	SILVESTRE, BARBARA	10/19-SEWING INSTRUCTOR	288.00	101 4643308	288.00
7408292	04664	SKAUG TRUCK BODY WORKS	TRUCK BED REPAIRS-EQ 3814	18,249.00 <u>18,249.00</u>	480 4755207 480 4755763	968.00 <u>17,281.00</u> 18,249.00
7408293	01816	SMITH PIPE & SUPPLY INC	CH-IRRIGATION SUPPLIES CH-IRRIGATION SUPPLIES	176.37 29.53 <u>205.90</u>	101 4633404 101 4633404	176.37 29.53 <u>205.90</u>
7408294	08988	SMITH, CHRISTINA	11/19 CONSULTING SRVCS	2,885.00	101 4300301	2,885.00
7408295	C0345	STATE CONTROLLER	2018 OFFSET PROGRAM(665)	1,402.93	101 4410301	1,402.93
7408296	09769	STEPHEN HEMMERT WINES	FOD-BEVERAGES	1,011.59	101 4649563	1,011.59
7408297	08725	STREAMLINE SYSTEM DESIGN	PAC-SVC CALL-09/09/19 PAC-CUSTOM MATERIAL	1,818.00 217.91 <u>2,035.91</u>	101 4650301 101 4650251	1,818.00 217.91 <u>2,035.91</u>
7408298	05703	SUPERIOR ALARM SYSTEMS	11/19-MONTHLY MONITORING	45.00	101 4633301	45.00
7408299	A6479	TAFT ELECTRIC COMPANY	TRAFFIC SGNL/STREET LIGHT MTNC	9,528.56	483 4785660	9,528.56
7408300	09316	TEKWERKS INTERNET	12/19-INTERNET SERVICE	1,575.00	101 4315651	1,575.00
7408301	06962	TEN8 UNIFORMS	RANGERS UNIFORMS	314.04	101 4647209	314.04
7408302	09492	THE GEE DESIGNS	11/19-FOD FILMING	60.00	101 4307296	60.00
7408303	09197	THIEF & BARREL	FOD-BEVERAGES	3,600.00	101 4649563	3,600.00
7408304	04239	TIM WELLS MOBILE TIRE SERVICE	FLT RPR-EQ1516	15.00	101 4800207	15.00
7408305	2003	TIP TOP ARBORISTS, INC	10/19-TREE TRIMMINGS/REMOVALS 10/19-TREE TRIMMINGS/REMOVALS 10/19-TREE TRIMMINGS 10/19-TREE TRIMMINGS/REMOVALS	2,700.00 10,505.00 1,610.00 23,805.00	101 4634267 203 4636267 483 4636267 482 4636267	2,700.00 10,505.00 1,610.00 23,805.00

City of Lancaster Check Register



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				38,620.00		38,620.00
7408306	09754	TOYOTA OF LANCASTER	RSC-PURCHASES-10/29-31/19	6,000.00	490 4250772	3,000.00
					490 4250772	3,000.00
				6,000.00		6,000.00
7408307	02977	TURBO DATA SYSTEMS INC	10/19-PARKNG CITATN PROCESSING ICS COLLECTION SVCS	5,605.82	101 4800301	5,605.82
				45.00	101 4800301	45.00
				5,650.82		5,650.82
7408308	A7515	U S BANK	09/19-ADMIN FEE	500.00	101 3501110	500.00
7408309	08783	UNIFIRST CORPORATION	UNIFORM CLEANINGS UNIFORM CLEANINGS	103.21	480 4755209	103.21
				103.21	480 4755209	103.21
				206.42		206.42
7408310	09767	VALENZUELA, RODRIGO	RFND-MOAH ART SUPPLIES	128.80	101 4653251	128.80
7408311	08761	WILLIAMS, ANDREA M	10/19-DANCE COMBO INSTRUCTOR	216.00	101 4643308	216.00
7408312	06134	WOLF CREEK RESTUARANT/BREWER`	FOD-BEVERAGES	403.00	101 4649563	403.00
7408313	09717	XIMIX CRAFT EXPLORATION CO.	FOD-BEVERAGES	438.00	101 4649563	438.00
7408314	C7604	YOUNG CHAMPIONS	10/19-SELF DEFENSE INSTRUCTION 10/19-SELF DEFENSE INSTRUCTION 10/19-SELF DEFENSE INSTRUCTION	1,152.00 1,944.00 1,296.00	101 4643308 101 4643308 101 4643308	1,152.00 1,944.00 1,296.00
				4,392.00		4,392.00
7408315	08559	ZELDA'S 750 WEST	PAC-HOUSTON HOSPITALITY CTRNG FOD-SOJU	345.00 3,978.00	101 4650257 101 4649563	345.00 3,978.00
				4,323.00		4,323.00
7408316	08687	ZINGG, INC.	FOD-BANNER INSTALLATION	12,647.00	101 4649563	12,647.00
7408317	06344	AERO VIEW LLC	10/19-LEAPS SERVICES	89,991.00	101 4820301	89,991.00
7408318	C7946	L A CO DEPT ANIMAL CARE&CONTRL	09/19-HOUSING COSTS	56,293.90	101 4820363	56,293.90
7408319	09160	ST. FRANCIS ELECTRIC, LLC	09/19-STREETLIGHT RTNE MTNC 09/19-TRAFFIC SIGNAL MTNC 09/19-STREET LIGHTING RPSNSE 09/19-STREET LIGHTING RPSNSE 09/19-STREET LIGHTING RPSNSE 09/19-STREET LIGHTING RPSNSE 09/19-STREET LIGHTING RPSNSE 09/19-STREET LIGHTING RPSNSE	39,600.00 11,844.00 6,633.00 737.00 670.00 31,775.00 4,000.00	483 4785660 203 4785461 483 4785660 483 4785460 483 4785460 483 4785460 483 4785460	39,600.00 11,844.00 6,633.00 737.00 670.00 31,775.00 4,000.00
				95,259.00		95,259.00

Chk Count 997

Check Report Total 7,419,536.73

City of Lancaster Check Register



From Check No.: 101010491 - To Check No.: 101010518

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:37

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101010491	09509	ADP, LLC	ADP FEES-PE 08/31/19-09/27/19	717.12	101 4220301	717.12
101010492	09509	ADP, LLC	ADP FEES-PE 09/30/19-10/04/19	36.00	101 4220301	36.00
101010493	09509	ADP, LLC	ADP FEES-PE 10/04/19-10/11/19	735.73	101 4220301	735.73
101010494	04867	CITY OF LANCASTER-PARKS	PETTY CASH-TOURNAMENT	3,500.00	101 1020004	3,500.00
101010495	07101	CALPINE ENERGY SOLUTIONS LLC	09/19-RESOURCE ADEQUACY PRCRD	24,750.00	490 4250653	24,750.00
101010496	07732	3 PHASES RENEWABLES INC	LCE-09/19-RESOURCE CAPACITY	154,000.00	490 4370653	154,000.00
101010497	08688	HIGH DESERT POWER PROJECT, LLC	10/19-ENERGY PROCUREMENT	43,750.00	490 4250653	43,750.00
101010498	09255	TGP ENERGY MANAGEMENT LLC	09/19-ENERGY PROCUREMENT	10,920.00	490 4250653	10,920.00
101010499	09331	CA CHOICE ENERGY AUTHORITY	09/19-CCEA REIMBURSEMENT	142,540.07	490 4250301	142,540.07
101010500	09449	MORGAN STANLEY CAPITAL GRP INC	09/19-INSTALLED CAPACITY SELL	63,000.00	490 4250653	63,000.00
101010501	07172	ENERGY AMERICA, LLC	DE-08/19-LCE ENERGY CHARGS	3,946,268.38	490 4250301	48,302.81
					490 4250653	3,897,965.57
				<u>3,946,268.38</u>		<u>3,946,268.38</u>
101010502	07936	WESTERN ANTELOPE DRY RANCH LLC	09/19-LCE ENERGY CHARGS-SPOWER	132,388.78	490 4250653	132,388.78
101010503	09449	MORGAN STANLEY CAPITAL GRP INC	MORGAN STNLY-08/19 ENRGY CHRGS	620,620.00	490 4250653	620,620.00
101010504	04867	CITY OF LANCASTER-PARKS	BOO-CHNGE FUND-TICKETS/PUMPKINS	6,400.00	101 1020004	6,400.00
101010505	04867	CITY OF LANCASTER-PARKS	BOO-PETTY CASH-CORN	1,040.00	101 4684222B	1,040.00
101010506	04867	CITY OF LANCASTER-PARKS	EPL-DRAWER CASH	150.00	101 1030000	150.00
101010507	08026	INLAND EMPIRE ENERGY CENTER	08/19-ENERGY PROCUREMENT	64,500.00	490 4250653	64,500.00
101010508	08916	TENASKA POWER SERVICES CO	LCE-EFT PAYMNT-CARBN FREE CERT	87,028.50	490 4250653	87,028.50
101010509	09359	TULLETT PREBON AMERICAS CORP.	RA BROKERAGE FEE	225.00	490 4250653	225.00
101010510	09509	ADP, LLC	ADP FEES-PE 09/30/19-10/25/19	696.33	101 4220301	696.33
101010511	04867	CITY OF LANCASTER-PARKS	FOD-PETTY CASH-CORN	800.00	101 4684222B	800.00
101010512	04867	CITY OF LANCASTER-PARKS	FOD-CHNGE FUND-TICKETS/PRETZELS	2,400.00	101 1020004	2,400.00
101010513	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH EXPENSE	35.00	101 4700202	35.00

City of Lancaster Check Register



From Check No.: 101010491 - To Check No.: 101010518

From Check Date 10/20/19 - To Check Date: 11/16/19

Printed: 11/21/2019 15:37

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101010514	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH DRAW	635.00	101 1020000	635.00
101010515	04763	CITY OF LANCASTER-PAC P/C	PAC-ATM CHANGE REQUEST	5,000.00	101 1020006	5,000.00
101010516	08026	INLAND EMPIRE ENERGY CENTER	11/19-ENERGY PROCUREMENT	64,500.00	490 4250653	64,500.00
101010517	06606	SARGENT TOWN PLANNING INC	HEALTH DISTRICT MASTER PLAN	48,992.40	206 15ST058924	48,992.40
101010518	A7515	U S BANK	DEBT SVCS DUE 11/15/19	270,871.09	101 4430603	270,871.09
					991 1000001	(270,871.09)
					991 1000001	270,871.09
					991 3604100	(270,871.09)
					991 4240978	270,871.09
				270,871.09		270,871.09

Chk Count 28

Check Report Total 5,696,499.40

STAFF REPORT
City of Lancaster

CC 3
12/10/19
JC

Date: December 10, 2019
To: Mayor Parris and City Council Members
From: Pam Statsmann, Finance Director
Subject: **Monthly Report of Investments – October 2019**

Recommendation:

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

Fiscal Impact:

None

Background:

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

Portfolio Recap

Yield:

	<u>October 2019</u>	<u>September 2019</u>
Total Portfolio	2.04%	1.99%
Local Agency Investment Fund	2.19%	2.28%
Total Portfolio Balance:	\$67,997,522	\$71,063,325

The portfolio balance decreased from September to October by \$3,065,803 or 4.3%. Significant revenues for October included \$2,178,175 Sales & Use Tax, \$1,256,820 Caltrans Grants, \$548,697 MTA Proposition A & C, \$397,769 Measure M & R, and \$285,059 Gas Tax. The largest City expenditures were \$3,737,671 Payroll & Benefits related, \$2,268,843 to LA County Sheriff for September 2019 law enforcement services, and \$1,673,329 for Capital Projects.

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

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

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

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

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

PS:MA

Attachment:

Monthly Report of Investments

**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
31-Oct-19**

	Interest Rate	Amount	Total
<u>City of Lancaster</u>			
Wells Fargo Bank			
City of Lancaster Account (note 1)	0.00%	\$6,210,947	
Certificate of Deposit	0.10%	\$100,000.00	
			\$6,310,947
Bank of America			
Certificate of Deposit	0.05%	\$100,000.00	\$100,000
U S Bank - Safekeeping (note 2)			
Commercial Paper	0.00%	\$0	
US Treasury Notes	2.41%	\$18,661,406	
Federal Government Agencies	1.68%	\$8,032,988	
Corporate Securities	2.50%	\$11,780,930	
Municipal/Provincial Bonds	2.50%	\$1,531,545	
Cash & Equivalents	0.00%	\$67,052	
			\$0
California Bank & Trust			
Certificate of Deposit	0.00%	\$0	
			\$150,934
Chase Bank			
Certificate of Deposit	0.01%	\$150,934.37	
Mission Bank			
Certificate of Deposit	0.20%		\$0
Local Agency Investment Fund (L.A.I.F.)			
	2.19%	\$16,013,525	\$16,013,525
Total City of Lancaster			\$62,649,328
Successor Agency for the Lancaster Redevelopment Agency			
Local Agency Investment Fund (L.A.I.F.)			
	2.19%	\$5,348,194	\$5,348,194
Total Lancaster Successor Agency			\$5,348,194
Total Pooled Portfolio (note 3)			\$67,997,522
Weighted Average	2.04%		

**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
31-Oct-19**

	Interest Rate	Amount	Total
River City Bank			\$5,356,447
Lancaster Choice Energy LockBox Account	0.00%	\$3,717,813	
CCEA Cash Collateral Account	2.21%	\$507,500	
CCEA Operating Account	0.00%	\$1,131,135	
The Bank of New York Mellon Trust Company, N.A.			\$1,483,822
LRA & LA County Escrow Account - Government Bonds	0.00%	\$1,483,822	
US Bank			\$26,489,611
CFD 89-1 1990 Special Bonds	1.57%	\$423	
LFA CFD 89-1 1997 Special Bonds	1.57%	\$1,770	
LFA L O BONDS 1997 SERIES A & B	5.35%	\$1,138,833	
LRA Combined 2004 Fire Protection Facilities Project Bonds	1.57%	\$851,972	
LRA Combined 2004 Sheriff Facilities Prjct Refunding Bonds	1.57%	\$1,800,652	
LRA Public Capital Facilities 2010 Project Lease Revenue Bonds	1.57%	\$424,772	
LPA Solar Renewable Energy Issue of 2012A	1.57%	\$3,248,133	
SA Combined Project Areas Refunding Bonds 2015A & B	1.57%	\$484,132	
SA Combined Project Areas Refunding Bonds 2016 A-1 & A-2	1.57%	\$1,030,079	
SA Combined Project Areas Refunding Bonds 2016B	1.57%	\$969,625	
LFA 2016 Assessment Revenue Bonds (Streetlights Acquisition)	1.57%	\$797	
SA 2017 Tax Allocation Revenue Bonds (TARB)	1.57%	\$1,265,281	
LFA LRB 2018 Construction and Improvements	1.57%	\$15,273,135	
LFA 2018 Lease Revenue Bonds	1.57%	\$7	
Total Restricted Cash/Investments Held in Trust		\$26,489,611	
Total Restricted Cash/Investments Held in Trust (note 4)			\$33,329,880

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

Pam Statsmann
Finance Director

**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
October 31, 2019**

- (1) This is the actual City bank account balance as of 10/31/2019. It only reflects checks that have been presented for payment and deposits received by the bank. The balance on deposit per the City books would reflect reductions for all checks and warrants issued and all deposits transmitted.
- (2) This is the safekeeping account utilized for investing City funds pursuant and consistent with the investment policy adopted 02/13/2018. The current portfolio consists of treasury notes, government agencies, corporates, and CDs.

(3) Pooled Portfolio:

	<u>% of Portfolio</u>	<u>Policy Limit</u>
Cash	10.02%	None
CDs	0.56%	25% of total portfolio
Commercial Paper	0.00%	25% of total portfolio
US Treasury	29.79%	None
Federal Securities	12.82%	None
Corporate Securities	18.80%	30% of total portfolio
Municipal/Provincial	2.44%	None
LAIF	25.56%	None

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

City of Lancaster
Cash Balances by Fund
October 31, 2019

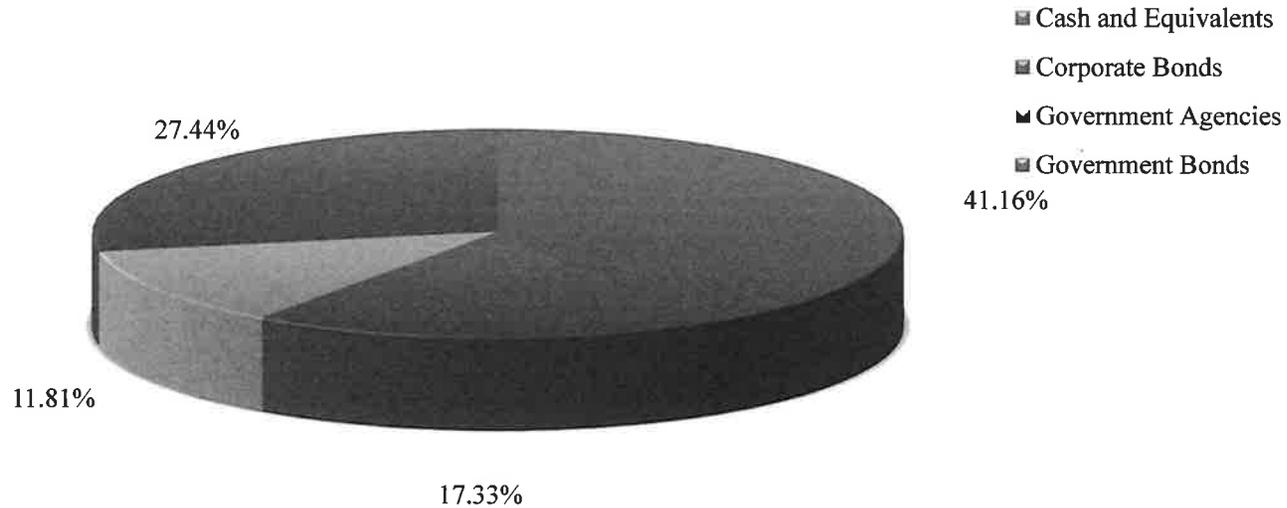
Fund No.	Fund Name	Ending Balance	Fund No.	Fund Name	Ending Balance
101	GENERAL FUND	\$ 328,366	323	STATE GRANT - STPL	\$ -
104	CAPITAL REPLACEMENT FUND	\$ 1,542,841	324	STATE GRANT - OTS	\$ (34,363)
106	COMMUNITY SERVICES FOUNDATION	\$ 130,269	330	STATE GRANT RECYCLING	\$ 218,844
109	CITY SPECIAL RESERVES FUND	\$ 19,394,244	331	STATE GRANT - OIL RECYCLING	\$ 37,675
150	CAPITAL PROJECTS FUND - CITY	\$ (1,261,249)	349	MISC STATE GRANTS	\$ (167,398)
203	GAS TAX	\$ 2,767,583	361	CDBG	\$ (658,210)
204	AQMD	\$ (28,086)	363	NBRHD STABILIZATION PRGM	\$ 2,155,508
205	PROP 1B	\$ 184,575	364	HPRP-HOMELESS PREV & RAPID REH	\$ -
206	TDA ARTICLE 8 FUND	\$ (207,240)	391	LANCASTER HOME PROGRAM	\$ 860,144
207	PROP "A" TRANSIT FUND	\$ 1,603,876	399	FEDERAL MISCELLANEOUS GRANTS	\$ (1,796,530)
208	TDA ARTICLE 3 BIKEWAY FUND	\$ (48,736)	401	AGENCY FUND	\$ 264,562
209	PROPOSITION "C" FUND	\$ 5,583,863	402	PERFORMING ARTS CENTER	\$ (15,250)
210	MEASURE R FUND	\$ 2,228,162	404	GRANTS FUND	\$ -
211	MEASURE M FUND	\$ 3,858,943	408	X-AEROSPACE GRANTS FUND	\$ -
212	MEASURE A FUND	\$ (372,803)	456	STILL MEADOW LN SWR ASSMNT DST	\$ 2,018
213	PARKS DEVELOPMENT FUND	\$ 418,701	480	SEWER MAINT FUND	\$ 3,293,930
217	SIGNALS - DEVELOPER FEES FUND	\$ 2,418,729	482	LANDSCAPE MAINTENANCE DISTRICT	\$ 1,606,365
220	DRAINAGE - DEVELOPER FEES FUND	\$ 4,413,757	483	LIGHTING MAINTENANCE DISTRICT	\$ (1,415,601)
224	BIOLOGICAL IMPACT FEE FUND	\$ 815,738	484	DRAINAGE MAINTENANCE DISTRICT	\$ 1,707,830
226	USP - OPERATION	\$ 2,569	485	RECYCLED WATER FUND	\$ 161,420
227	USP - PARKS	\$ 1,324,274	486	LANCASTER POWER AUTHORITY	\$ 2,520,992
228	USP - ADMIN	\$ 22,727	490	LANCASTER CHOICE ENERGY	\$ 2,241,183
229	USP - CORP YARD	\$ 158,418	491	CALIFORNIA CHOICE ENERGY AUTH	\$ 98,401
230	MARIPOSA LILY FUND	\$ 62,733	701	LANCASTER FINANCING AUTHORITY	\$ (625,704)
232	TRAFFIC IMPACT FEES FUND	\$ 1,831,860	810	ASSESSMENT DISTRICT FUND	\$ 154,596
233	DEVELOPER IN LIEU	\$ 100,856	811	AD 93-3	\$ 203,581
248	TRAFFIC SAFETY FUND	\$ 85,217	812	AD 92-101	\$ 91,058
251	ENGINEERING FEES	\$ -	830	CFD 89-1 EASTSIDE WATER FUND	\$ 257,043
252	PROP 42 CONGESTION MANAGEMENT	\$ 93,194	831	CFD 90-1 (BELLE TIERRA)	\$ 455,144
261	LOS ANGELES COUNTY REIMB	\$ (22,654)	832	CFD 91-1 (QUARTZ HILL)	\$ 777,371
301	LANCASTER HOUSING AUTH. OPS.	\$ 1,864,205	833	CFD 91-2 (LANC BUSINESS PARK)	\$ 438,874
306	LOW & MOD INCOME HOUSING	\$ 4,879,790	991	REDEV OBLIGATION RETIREMENT FD	\$ 4,863,106
321	MTA GRANT - LOCAL	\$ (1,362,289)			
			Total Cash Balance		\$ 70,509,020

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

**City of Lancaster
Recap of Securities Held
October 31, 2019**

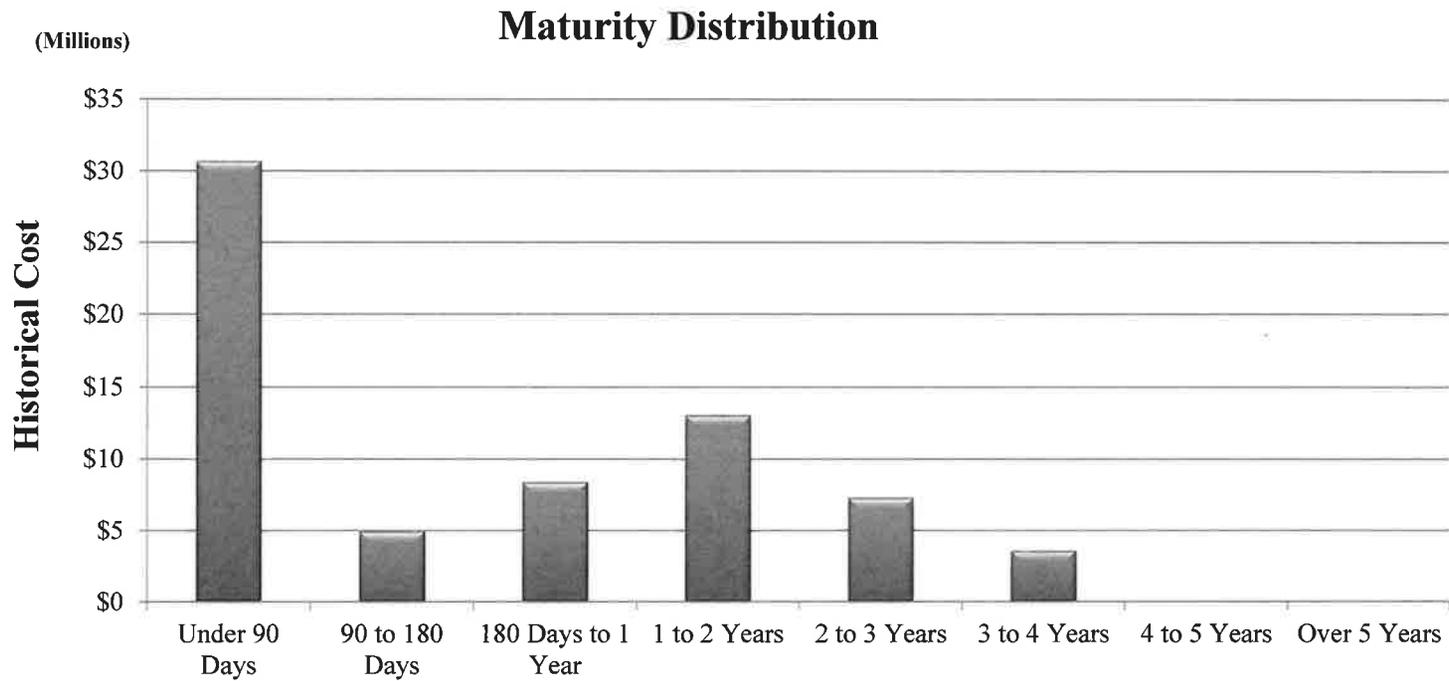
	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average Effective	% Portfolio/ Segment	Weighted Average Market
Cash and Equivalents	\$27,990,652	\$27,990,652	\$27,990,652	\$0	1	41.16%	0.00
Corporate Bonds	\$11,780,930	\$11,790,672	\$11,878,379	\$87,707	486	17.33%	1.26
Government Agencies	\$8,032,988	\$8,011,842	\$8,016,479	\$4,637	364	11.81%	0.93
Government Bonds	\$18,661,406	\$18,647,745	\$18,860,229	\$212,483	627	27.44%	1.66
Municipal/Provincial Bonds	\$1,531,545	\$1,531,277	\$1,526,370	(\$4,907)	1,066	2.25%	2.80
TOTAL	\$67,997,522	\$67,972,188	\$68,272,108	\$299,920	549	100.00%	1.44

Portfolio Diversification



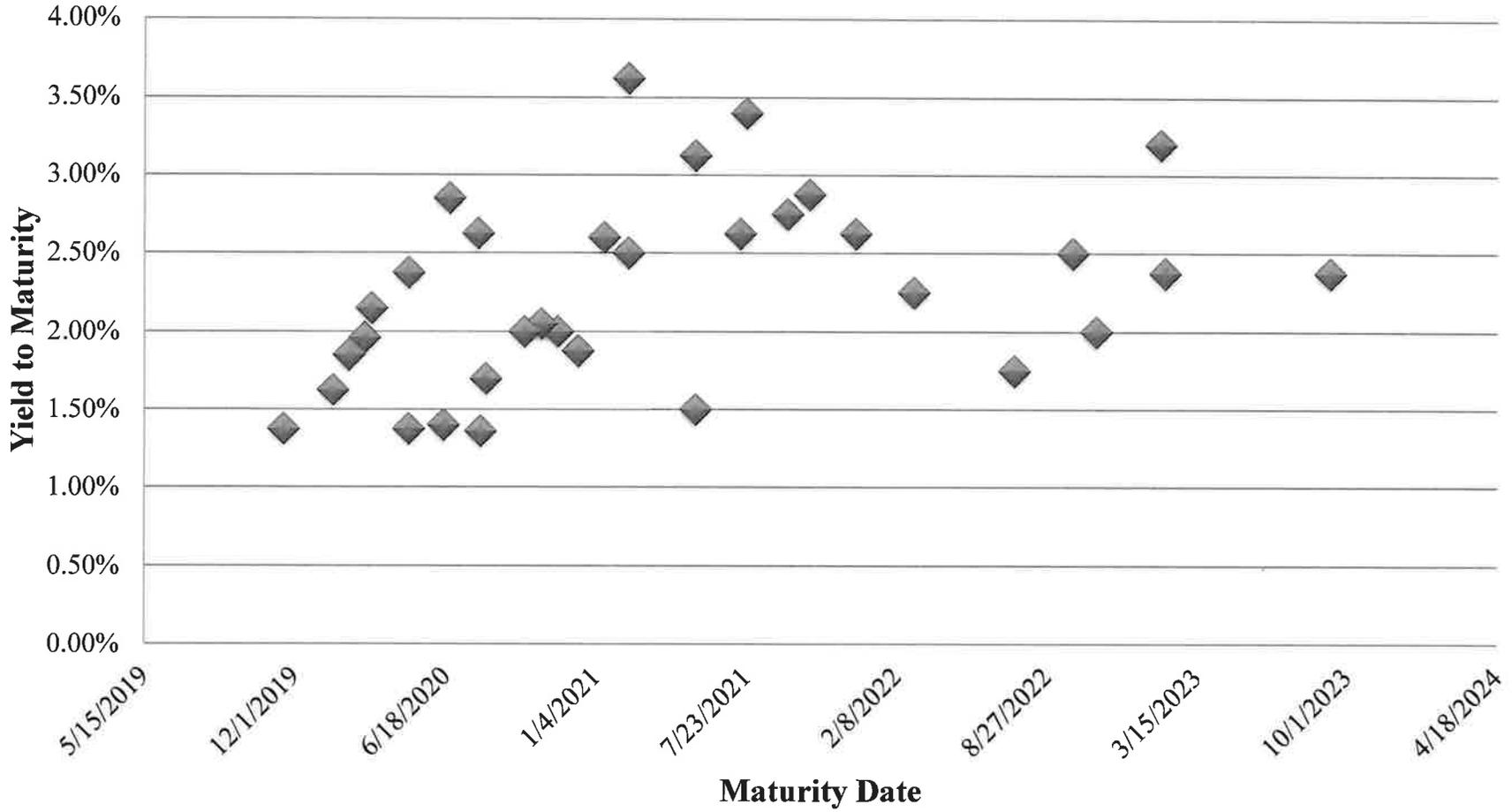
City of Lancaster
Maturity Distribution
October 31, 2019

Maturity	Historical Cost	Percent
Under 90 Days	\$30,717,004	45.17%
90 to 180 Days	\$4,944,260	7.27%
180 Days to 1 Year	\$8,380,577	12.32%
1 to 2 Years	\$13,085,080	19.24%
2 to 3 Years	\$7,291,951	10.72%
3 to 4 Years	\$3,578,650	5.26%
4 to 5 Years	\$0	0.00%
Over 5 Years	\$0	0.00%
	\$67,997,522	100.00%



City of Lancaster
Securities Held
October 31, 2019

Securities Held



STAFF REPORT
City of Lancaster

CC 4
12/10/19
JC

Date: December 10, 2019

To: Mayor Parris and Council Members

From: Jeff Hogan, Development Services Director
Bruce Katz, Senior Manager

Subject: **Sewer Collection System Annual Performance Report for Fiscal Year 2018-2019**

Recommendation:

Accept the Sanitary Sewer Collection System Annual Performance Report for Fiscal Year 2018-2019.

Fiscal Impact:

None

Background:

The City of Lancaster assumed responsibility for the operation and maintenance of its sanitary sewer system from the County of Los Angeles Consolidated Sewer Maintenance District (CSMD) on July 1, 2008, with the understanding that local control of the system was in the best interest of its residents. The production of an annual report is one of the performance measures approved by City Council in the Fiscal Year 2011-2012 Program and Financial Plan. The following objectives were achieved by Development Services Department - Utilities Services Section for Fiscal Year 2018-2019:

- Providing for the health and safety of the citizens of Lancaster through proper maintenance of the sewer collection system.
- Responding to and reporting all public Sanitary Sewer Overflows (SSOs) in accordance with waste discharge requirements mandated by the State of California. Of note, the 2018/2019 reporting year is the first year in which the City's Utility Division achieved zero overflows.
- Responding to resident complaints in compliance with the City's Stand-by Policy as stated in the MOU between the City and the Local 911 Employees Union.
- Training staff to California Water Environment Association (CWEA) Sewer Collection System Technician Certification requirements.
- Preparation of city-wide Sanitary Sewer Collection System Annual Performance Report for Fiscal Year 2018-2019.

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

BK/df

Attachment:

Sewer Collection System Annual Report for Fiscal Year 2018-2019

SEWER COLLECTION SYSTEM ANNUAL REPORT

2018-2019

City of Lancaster



A report of the history, current assessment, budget, activities, and the achievements of the Lancaster, California Sewer Collection System in Fiscal Year 2018-2019.

Sewer Collection System Annual Report

LANCASTER, CALIFORNIA 2018-2019

System Overview

A Sanitary Sewer Collection System is a series of pipes, manholes, and lift stations that convey wastewater from homes and businesses to a treatment plant. The City of Lancaster's (City) sanitary sewer collection system consists of a network of 429 miles of sewer lines, 9,073 sewer manholes, and one sewer lift station. This information is obtained from data input into the City's Geographic Information System. The oldest sewer pipes in the City were installed in 1947 with a resultant average age of 35 years old. The estimated value of the sewer collection system is in excess of 300 million dollars.

City of Lancaster Sanitary Sewer System Collection History

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

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

DID YOU KNOW?

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

Sanitary Sewer Overflow

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

Maintenance Program

Cleaning

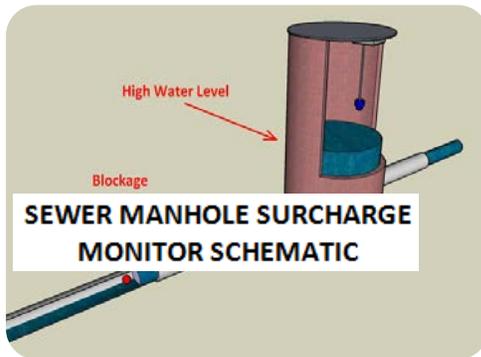
Cleaning consists of pipe flushing and root removal. Field staff cleans system pipes regularly using a hydrojet, a high-pressure jetting system which utilizes water and an optional vacuum to remove debris. This removes grease buildup as well as minor roots and debris to enable the wastewater to flow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



Inspections

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

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



WOULD YOU BELIEVE?

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

Vermin Abatement

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



Prevention Program

Fats, Oils, and Grease (FOG)

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

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



Industrial Waste Water Discharge

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

Capital Improvements

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

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

Staffing

The Utility Services Section currently consists of a staff of 27, including the Senior Manager, Supervisor, Management Analyst, Specialist II, Environmental Compliance Officer, Two-Senior Specialist, Specialist I, three Environmental Aides, two Lead Maintenance Workers, six Maintenance Worker IIs and six Maintenance Worker Is, Administrative Assistant, Clerk Aide/ Typist, Administrative Trainee.

Training

Staff holds memberships in the following organizations -

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

YOU CAN HELP:

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

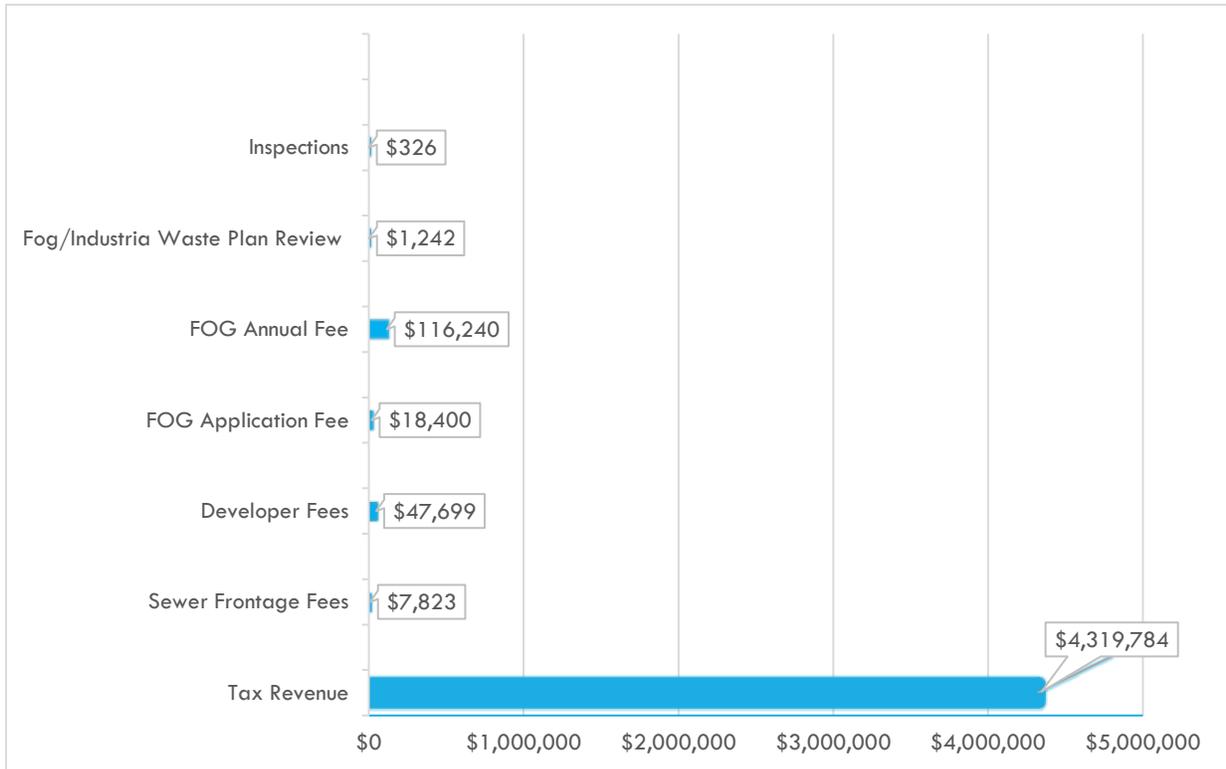
These organizations provide training and certification to ensure staff is able to safely and proficiently maintain the system. In fiscal year 2018-2019, staff members received 5 new certifications and 8 re-certifications,

Conclusion

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

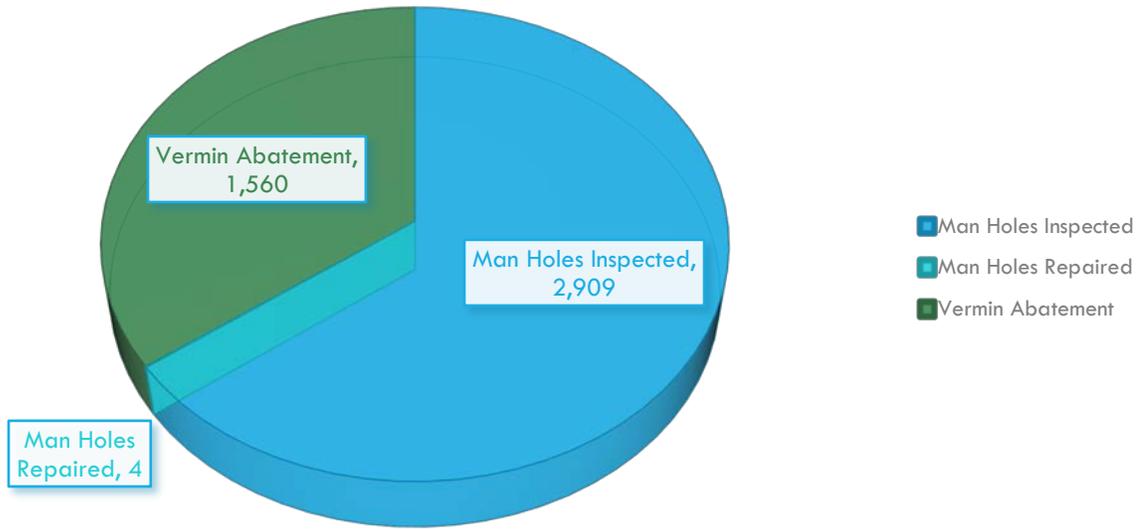
2018-2019 Annual Sewer District Revenue Sources

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

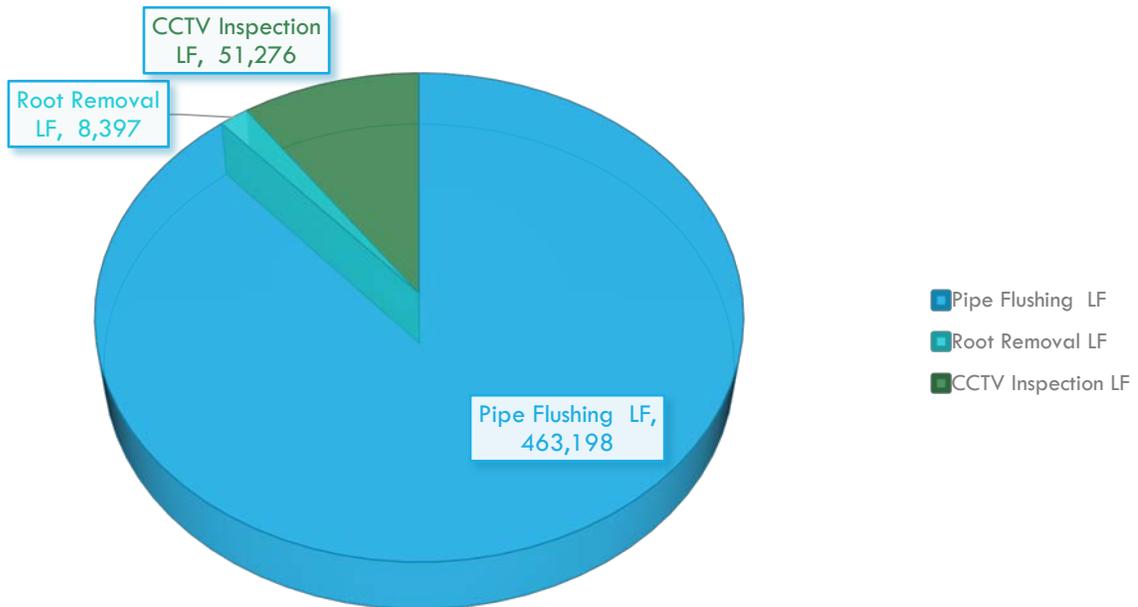


2018-2019 Annual Sewer Maintenance Activity at a Glance

MAN HOLE ACTIVITY



PIPELINE ACTIVITY, LINEAR FEET



Sewer System Performance Review

Sewer System Performance	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018-2019
<u>Pipe Cleaning:</u>						
Pipe Flushing	176,880 LF or 33.5 Miles	257,242 LF or 48.7 Miles	313,117 LF or 59.3 Miles	432,498 LF or 81.9 Miles	445,914 LF or 84.45 Miles	463,198 LF or 87.73 Miles
Root Removal	111,408 LF or 21.1 Miles	117,296 LF or 22.2 Miles	39,380 LF or 7.46 Miles	29,439 LF or 5.56 Miles	8,555 LF or 1.62 Miles	8,397 LF or 1.59 Miles
<u>Closed-Circuit TV Inspection:</u>	68,640 LF or 13 Miles	85,834 LF or 16.3 Miles	55,095 LF or 10.43 Miles	33,911 LF or 6.42 Miles	58,395 LF or 11.06 Miles	52,847 LF or 10.01 Miles
<u>Manholes:</u>						
Inspected	96	2,127	2,318	1,306	1,489	2,909
Repaired	3	30	10	1	0	4
Vermin Abatement	848	233	352	592	525	1,560
<u>Sewer Overflow (SSOs):</u>	5	4	4	3	0	2
Annual SSO Rate (SSO/100 miles of pipe)	1.16	0.93	0.93	0.69	0	0.47
Portion of SSO Runoff Contained	100%	32%	98%	100%	N/A	51%
<u>Main SSO Causes</u>						
Grease	80%	75%	80%	15%	N/A	0%
Roots	20%	0%	10%	15%	N/A	0%
Other (Vandalism, etc.)	0%	25%	10%	70%	N/A	100%

STAFF REPORT
City of Lancaster

CC 5
12/10/19
JC

Date: December 10, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Acceptance of Public Works Construction Project No. 18-006, 2018 Sidewalk, Curb and Gutter Repairs**

Recommendation:

Accept the work constructed by Hardy & Harper, Inc., for Public Works Construction Project No. 18-006, 2018 Sidewalk, Curb and Gutter Repairs, and direct the City Clerk to file the Notice of Completion for the project. Retention on this project shall be disbursed in accordance with California Public Contract Code.

Fiscal Impact:

This project was awarded in the amount of \$1,976,000. Change orders totaling \$49,072.17, along with a \$128,513.48 reduced scope of work, have brought the total contract cost to \$1,896,558.69. Sufficient funds were budgeted and available in Capital Projects Budget Account Numbers 206-12ST037-924, 207-12ST037-924, and 210-12ST037-924. There are no annual maintenance costs for this project.

Background:

On May 22, 2018, Council awarded Public Works Construction Project No. 18-006, 2018 Sidewalk, Curb and Gutter Repairs to Hardy & Harper, Inc. The project repaired or replaced 50,816 square feet of sidewalk, 4,073 linear feet of curb and gutter, and 8,778 square feet of cross gutters and spandrels, as well as the root pruning and tree trimming of over 122 trees. Work was performed in compliance with the City's 2014 ADA Transition Plan, which included improvement of 147 curb ramps at an approximate cost of \$491,496.

Construction of the project has been completed to the satisfaction of the Development Services Director. The project was completed on May 3, 2019, which was within the time permitted in the contract. The construction quantities and the amount of payment have been approved by the Contractor and the Development Services Director.

The total contract cost is \$1,896,558.69.

VW:tl

Attachments:

Notice of Completion
Vicinity Map

cc: Ramon Galo

RECORDING REQUESTED BY:

CITY OF LANCASTER

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

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

NOTICE IS HEREBY GIVEN:

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

**PUBLIC WORKS CONSTRUCTION PROJECT NO. 18-006
2018 SIDEWALK, CURB AND GUTTER REPAIRS**

2. The address of said owner is 44933 North Fern Avenue, Lancaster, California 93534.
3. The location of said public improvement is as follows: Various locations, City of Lancaster. See Exhibit 'A' attached hereto and made a part hereof.
4. On July 5, 2018, a contract was entered into with Hardy & Harper, Inc. for the construction, installation, and completion of the above described public improvement and work, and filed for record in the office of the City Clerk of the City of Lancaster.
5. The work was completed on May 3, 2019, by said company according to the plans and specifications and to the satisfaction of the Development Services Director and was accepted by the City on December 10, 2019. That upon said contract Fidelity and Deposit Company of Maryland was surety for the bond given by the said company as required by law.

ATTEST:

DATED this ____ day of _____, 20__
CITY OF LANCASTER

RONDA PEREZ
Acting City Clerk
City of Lancaster

BY: _____
JEFF HOGAN
Development Services Director

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

DATE

SIGNATURE

PLACE OF EXECUTION

Exhibit 'A'

PWCP 18-006: 2018 Sidewalk, Curb & Gutter Repairs

Location List

Bus Stop Concrete Improvements

10th St W @ Ave H-12 (Southbound)
10th St W @ Ave H-12 (Nouthbound)
30th St W @ Ave K (Northbound)
30th St W @ Ave J-12 (Northbound)
30th St W @ Ave J-4 (Northbound)
30th St W @ Caruso Ln (Northbound)
30th St W @ AVC Main Entrance
Ave L @ 15th St W (Westbound)
Ave J @ Kingtree (Eastbound)

Comcate Concrete Improvements

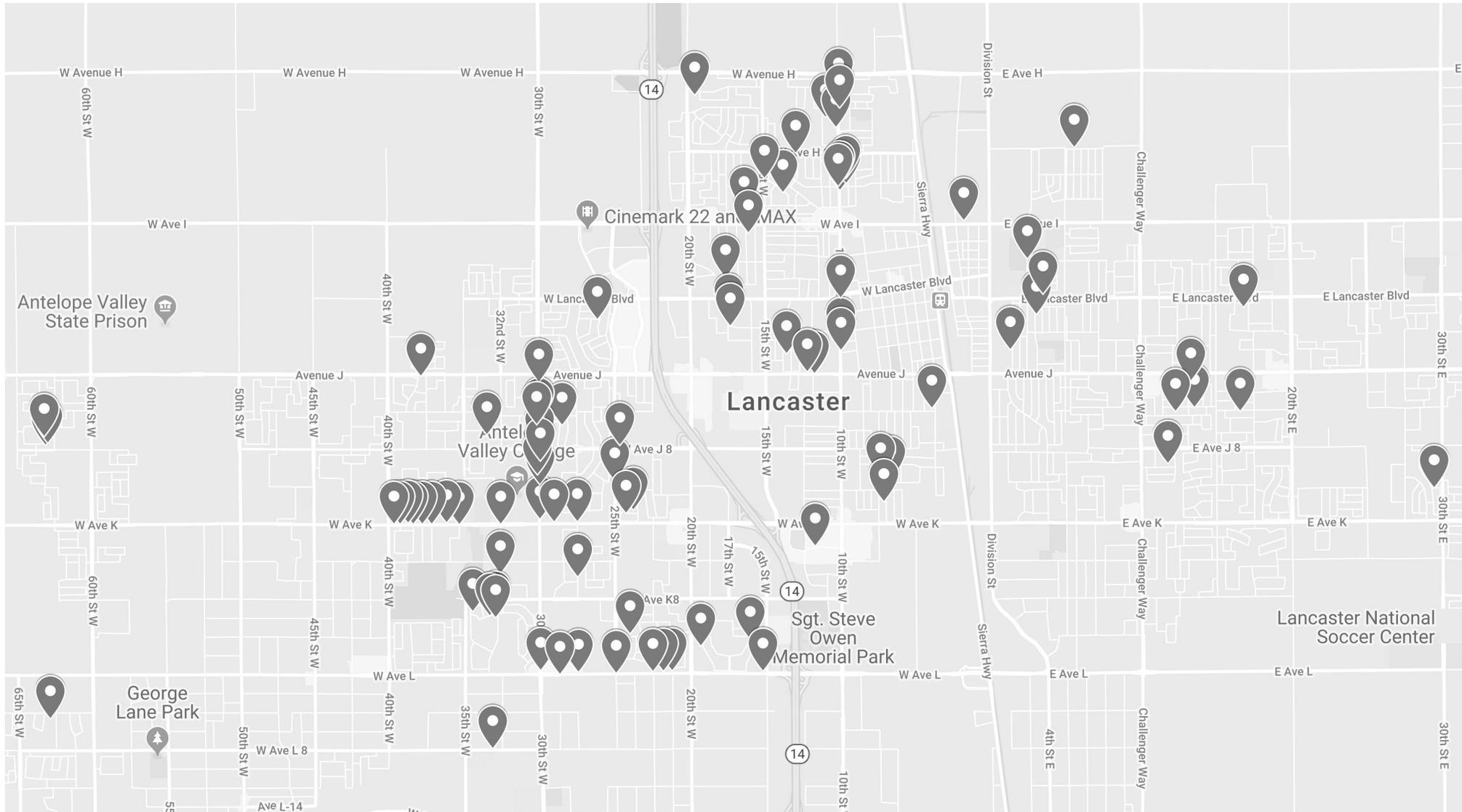
43744 San Francisco Ave.
1626 E. Lingard St.
1618 E. Ave. J-4
S/E & N/E corner, 15th E. & Ave. J-4
1244 E. Ave. J-4
1231 E. Ave. J-1
1143 E. Ave. J-5
1123 E. Ave. J-10
44551 2nd St. E.
44654 Foxtan Ave.
Ave. H-8, Sancroft Ave. to 6th St. E.
409 E. Lanc. Blvd.
3rd St. E., between Ave. I & Lanc. Blvd.
317 W. Ave. I
44203 Beech Ave.
633 W. Ave. J-11
43840 Gadsden Ave.
43717 Fern Ave.
1140 Commerce Center Dr.
45348 10th St. W.
45403 Genoa Ave.
45421 Genoa Ave.
1040 W. Ave. H-5
1005 Valiant St.
1302 W. Ave. H-8
45840 Berkshire St.
1374 Indian Sage Rd.
15th St. W. & Indian Sage Rd.
45234 Saigon Ave.
45132 16th St. W.
44903 17th St. W.
17th St. W. & Milling St.
44632 17th St. W.
1634 W. Staffordshire Dr.
1909 W. Ave. K-14
43003 23rd St. W.

Exhibit 'A'
PWCP 18-006: 2018 Sidewalk, Curb & Gutter Repairs
Location List
Comcate Concrete Improvements - Continued
43612 Lively Ave.
43901 25th St. W.
2349 W. Ave. J-8
44653 Stonebridge Ln.
44126 Precise St.
3240 W. Ave. J-6
44340 Palo Verde St.
43321 32nd St. W.
43122 Montemarte Ct.
30th St. W., N/of Ave. L
3354 W. Ave. L-8
6217 W. Eagle Ct.
6230 Jonathon St. & 44014 Tahoe Way
6234 Jasper Ct.
3220 Larwood St
43050 Ed Halley Place
43045 Sachs Dr
10th St West @ Arco Alley
10th St W @ Norberry (Northbound)
10th St W @ Oldfield (Northbound)
30th St W @ Ave J-9 (Northbound)
30th St W @ Ave J-6 (Southbound)
Ave L @ 21st St W (Westbound)
Ave L @ Sunny Lane (Westbound)
Ave L @ 22nd W (Westbound)
Ave L @ 25th St W (Eastbound)
Ave L @ 27th St W (Westbound)
Ave L @ 28th St W (Eastbound)
Ave K @ 27th St W (Westbound)
Ave K @ Eliopulous Dr (Westbound)
Ave K @ 32nd St W (Eastbound)
Ave K @ Yew St (Eastbound)
Ave K @ 36th St W (Westbound)
Ave K @ Buena Vista Way (Eastbound)
Ave K @ 37th St W (Eastbound)
Ave K @ Sierra Vista Dr (Eastbound)
Ave K @ Vista Sierra (Westbound)
Ave K @ E. Vista Sierra Dr. (Eastbound)
Ave K Btw 40th St W to Buena Vista Wy
43637 Lively St
Neighborhoods
(103) Neighborhood West Ave. K-4 to K-8, 25th St. W. to 30th St. W.
(104) Neighborhood Norberry to West Ave. J, 12th St. W to 15th St. W.

CITY OF LANCASTER

PUBLIC WORKS CONSTRUCTION PROJECT NO. 18-006

Vicinity Map



STAFF REPORT
City of Lancaster

CC 6
12/10/19
JC

Date: December 10, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Vacation of a Portion of a Public Utility Easement within Parcel 1 of Parcel Map 20211 near the Southeast Corner of Cedar Avenue and Kettering Street**

Recommendation:

Adopt **Resolution No. 19-58**, declaring its intention to vacate a portion of a public utility easement within Parcel 1 of Parcel Map 20211 located near the southeast corner of Cedar Avenue and Kettering Street.

Fiscal Impact:

None

Background:

This public utility easement was dedicated to the City in 1990. The only City interest within this easement is a sewer line. The public utility easement and sewer line is located inside a private apartment complex, and is serving only those buildings. The public utility easement and sewer line is not being utilized for City purposes, and should not be maintained with public funds.

All public utility companies will be given the opportunity to reserve an easement for any existing or planned utilities within this proposed vacation area.

In order to proceed with the public utility easement vacation, staff recommends that January 14, 2020, be set as the date of the public hearing to receive testimony relative to the proposed vacation.

AT:gb

Attachment:

Resolution No. 19-58

RESOLUTION NO. 19-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, DECLARING ITS INTENTION TO VACATE A PORTION OF A PUBLIC UTILITY EASEMENT WITHIN PARCEL 1 OF PARCEL MAP 20211 LOCATED NEAR THE SOUTHEAST CORNER OF CEDAR AVENUE AND KETTERING STREET

WHEREAS, the City of Lancaster is holder of public utility easement rights per Instrument No. 90-1581070 recorded September 13, 1990 (see Exhibit A and Exhibit B); and

WHEREAS, a portion of the public utility easement lies within and underneath an existing private apartment complex and an existing sewer line within said easement serves only said private apartment complex; and

WHEREAS, the City does not intend to utilize the public utility easement.

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

Section 1. The public interest, convenience, and necessity so requiring, it is the intention of the City Council of the City of Lancaster to vacate the public utility easement in accordance with Section 8300 et seq. of the Streets and Highways Code of the State of California and Section 5400 of the California Health & Safety Code.

Section 2. The City Council does hereby declare its intention to vacate that certain public utility easement as described in Exhibit A and shown on Exhibit B.

Section 3. Said vacation has been duly recommended for approval based on the fact that the existing sewer line and public utility easement is not being utilized as a public sewer line and easement; therefore, the subject vacation is not objectionable.

Section 4. The 14th day of January 2020, at the hour of 5:00 p.m. in the Council Chambers at Lancaster City Hall, 44933 Fern Avenue, Lancaster, is hereby designated as the date, time, and place at which a public hearing will be held before the Lancaster City Council to discuss the proposed vacation. At that time, all persons with interest in or objection to the proposed vacation, may appear and be heard.

Section 5. The City Clerk is hereby authorized and directed to post notices of said proposed vacation conspicuously near the public utility easement proposed to be vacated at least two weeks prior to the date of said hearing. Such notices shall be prepared and posted pursuant to Section 8323 of the Streets and Highways Code of the State of California. Further, the City Clerk shall notice the meeting and hearing in accordance with Section 8322 of the Streets and Highways Code of the State of California.

PASSED, APPROVED, and ADOPTED this 10th day of December, 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. 19-58, for which the original is on file in my office.

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

(seal)

EXHIBIT "A"

THE EAST 20.00 FEET OF THE WEST 170.00 FEET OF PARCEL 1 OF PARCEL MAP NO. 20211 IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN PARCEL MAP BOOK 226, PAGES 13 AND 14, IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

EXCEPT THE NORTHERLY 20.00 FEET

EXHIBIT B IS ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF



CITY OF LANCASTER

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

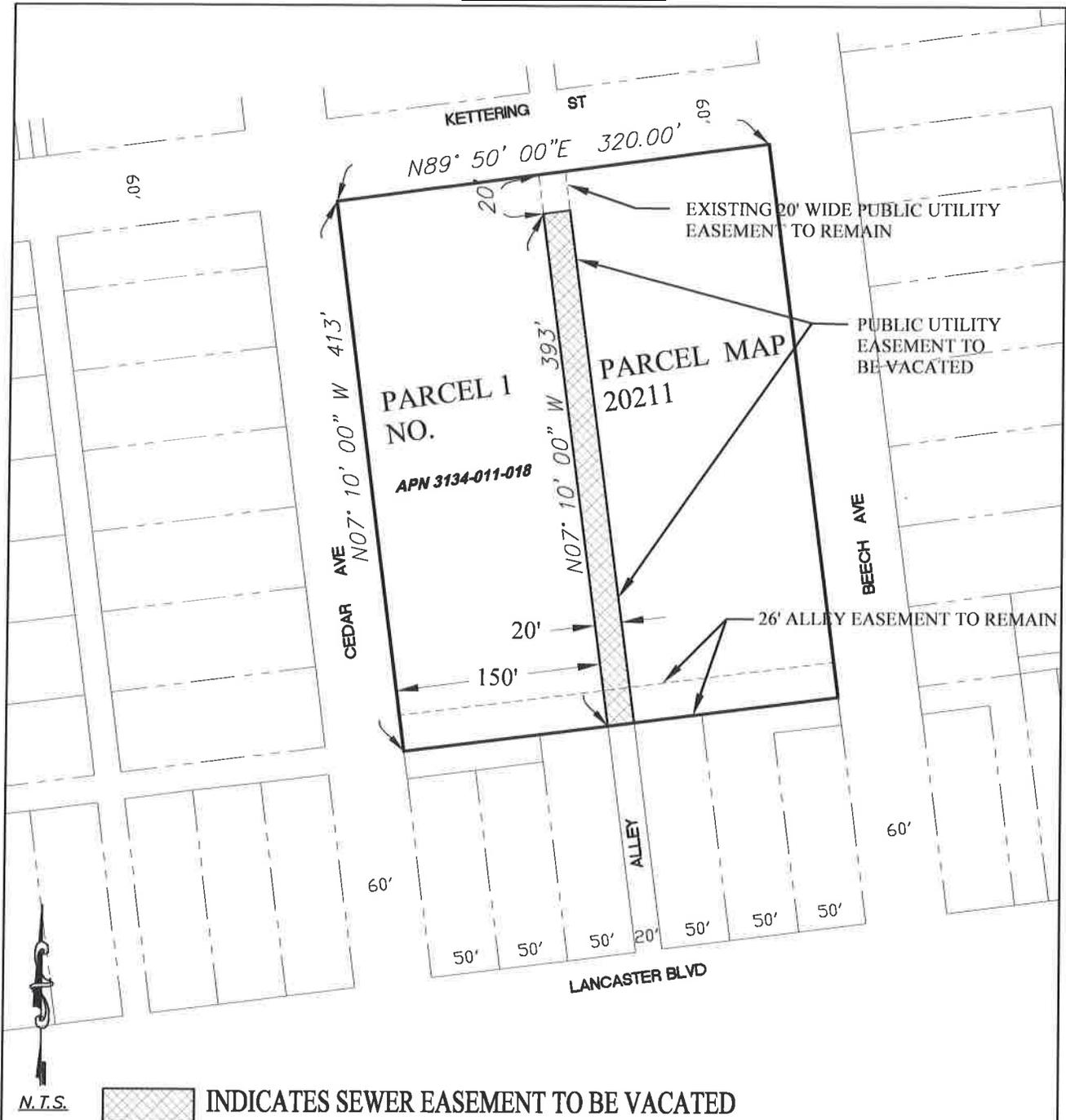
TITLE:

EASEMENT
APN: 3134-011-018

EXHIBIT "A"

SHEET 1 OF 2 SHEETS

EXHIBIT "B"



N.T.S.



INDICATES SEWER EASEMENT TO BE VACATED



CITY OF LANCASTER

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

TITLE:

EASEMENT
APN: 3134-011-018

EXHIBIT "B"

SHEET 2 OF 2 SHEETS

STAFF REPORT
City of Lancaster

CC 7
12/10/19
JC

Date: December 10, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Award of Bid – Public Works Construction Project No. 20-001
2020 Pavement Management Program (Neighborhood Preservation)**

Recommendation:

Award Public Works Construction Project No. 20-001, 2020 Pavement Management Program (Neighborhood Preservation), to Pavement Coatings Co., of Jurupa Valley, California, in the amount of \$1,335,837.15 plus a 10% contingency, to repair and resurface approximately sixty-two (62) lane-miles of streets, as part of the City’s Revive 25 program; authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

Fiscal Impact:

\$1,469,420.87 (including 10% contingency) to be awarded; sufficient funds are available in Capital Improvements Budget Account Numbers 203-12ST040-924, 205-12ST040-924, 206-12ST040-924, 211-12ST040-924, 232-12ST040-924, 252-12ST040-924, and 701-12ST040-924. Estimated additional annual maintenance costs are negligible.

Background:

In 2015, the City of Lancaster set an ambitious goal of renewing, repairing or replacing every lane mile of public roadway within the City by 2025. Under the Revive 25 program, the City has completed more than 43 road projects, which have revived approximately 420 lane miles of roads. There are also more than 102 lane miles of new road projects that are in the design process and slated for construction over the next 12 months.

In an effort to accelerate the completion of road improvement projects throughout the City, the City Council authorized the issuance of revenue bonds, series 2019 (Measure M & R Street Improvement Projects), which resulted in \$55,673,805 in new revenues to fund road improvement projects. The 2020 Pavement Management Program (Neighborhood Preservation) will be the first bond-funded project under the Revive 25 program. The project will repair and resurface approximately 62 lane-miles of residential streets located in the following project areas: (1) Neighborhood bounded by Avenue J to Avenue J-8 and 40th Street West to 45th Street West, (2) Neighborhood bounded by Avenue J to Avenue J-8 and 45th Street West to 50th Street West, (3) Neighborhood bounded by Avenue K to Avenue K-8 and 30th Street East to 35th Street East, (4) Neighborhood bounded by Avenue K to Avenue K-8 and 15th Street East to 20th Street East, (5) Neighborhood bounded by Newgrove Street to Jackman Avenue and 30th Street West to 35th Street West, (6) Neighborhood bounded by Lancaster Boulevard to Avenue J and 10th Street West to 15th Street West. The Contractor will have sixty (60) calendar days, after the issuance of the notice to proceed, to complete construction. The project should not conflict with the City's Holiday Construction Moratorium period.

Per Section 2.2, this project is subject to the Community Workforce Agreement by and between the City of Lancaster and Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions ("CWA"). The PWCP 20-001 contract documents were prepared, and the project was advertised accordingly. Per Section 2.6(b) of the CWA, Letters of Assent shall be submitted by the Contractor and each of its subcontractors, of whatever tier, forty-eight (48) hours prior to commencement of work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

On November 5, 2019, at 11:00 a.m., the City conducted a bid opening for Public Works Construction Project No. 20-001. Two (2) sealed bid envelopes were received, opened, and read aloud. The bids were as follows:

	<u>Contractor</u>	<u>City</u>	<u>Bid Amount</u>
1.	All American Asphalt	Corona, CA	\$ 1,398,385.28
2.	Pavement Coatings Co.	Jurupa Valley, CA	\$ 1,335,837.15
	Engineer's Estimate		\$ 2,525,707.75

MD:lg:gb

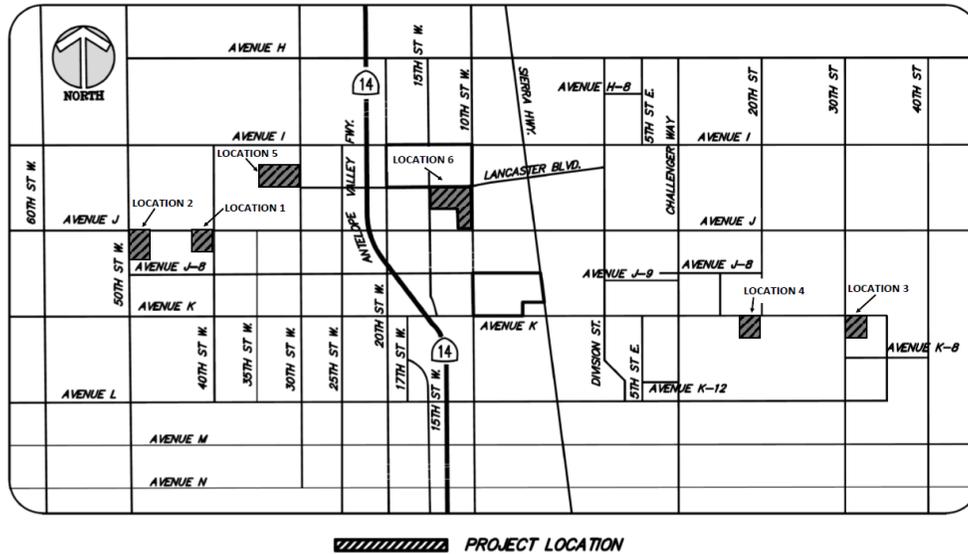
Attachment:
Project Area Map

Attachment 1—Project Area Map

CITY OF LANCASTER

PUBLIC WORKS CONSTRUCTION PROJECT NO. 20-001 2020 PAVEMENT MANAGEMENT PROGRAM

VICINITY MAP
N.T.S



INDEX OF SHEETS

SHEET 1	TITLE SHEET
SHEET 2	LOCATION 1. NEIGHBORHOOD, AVENUE J TO AVENUE J-8, 40TH STREET WEST TO 45TH ST WEST
SHEET 3	LOCATION 2. NEIGHBORHOOD, AVENUE J TO AVENUE J-8, 45TH STREET WEST TO 50TH ST WEST
SHEET 4	LOCATION 3. NEIGHBORHOOD, AVENUE K TO AVENUE K-8, 30TH STREET EAST TO 35TH ST EAST
SHEET 5	LOCATION 4. NEIGHBORHOOD, AVENUE K TO AVENUE K-8, 15TH STREET EAST TO 20TH ST EAST
SHEET 6	LOCATION 5. NEIGHBORHOOD, NEWGROVE STREET TO JACKMAN AVENUE, 30TH STREET WEST TO 35TH ST WEST
SHEET 7-8	LOCATION 6. NEIGHBORHOOD, LANCASTER BLVD TO AVENUE J; 10TH ST WEST TO 15TH ST WEST

STAFF REPORT
City of Lancaster

CC 8
12/10/19
JC

Date: December 10, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Award RFP No. 718-19 Streetlight and Traffic Signal Maintenance Services**

Recommendations:

- a. Award Request for Proposal No. 718-19, Streetlight and Signal Maintenance Services to St. Francis Electric, LLC (SFE) of San Leandro, California, for an estimated total of \$1,201,755; authorize the City Manager, or his designee, to sign all documents, and all contract extensions. This contract is awarded in accordance with the City of Lancaster Municipal Code Chapter 3.32.
- b. Reduce Lighting Maintenance District Fund expenditure account 483-4785-660 by \$80,000 and increase Gas Tax Fund expenditure account 203-4785-461 by the same amount.

Fiscal Impact:

Estimated \$1,201,755 for the term of the agreement. Sufficient funds are available in FY 2019-2020 Lighting Maintenance District Operating Budget (483-4785-660), Lighting Maintenance District Damage Repair (483-4785-460), the Gas Tax Fund Operating Budget for Traffic Signal Maintenance (203-4785-461), and Traffic Signal Damage Maintenance (203-4785-460); however, \$80,000 needs to be reallocated from the Lighting Maintenance District Fund to the Gas Tax Fund.

Background:

During the first year of contracting out the streetlight and signal maintenance services, City staff conducted a systematic analysis of overall operations and costs. Staff concluded that the parameters for contracting out these services needed to be refined to advance contract maintenance services, ensure regular routine maintenance is conducted, increase the performance and safety of the City's streetlights and signals, and reduce overall maintenance costs.

A request for proposals was issued on October 25, 2019, for Streetlight and Signal Maintenance Services. Specifically, seeking a contractor with experience with streetlights, traffic signals, and traffic signal systems, including fiber optics. Two proposals were received on November 12, 2019, Econolite Systems (Anaheim, CA) and St. Francis Electric, LLC (San Leandro, CA). A review panel of 5 City staff reviewed the proposals based on the following selection criterion:

- Demonstrated successful experience with similar types of projects
- Specific experience of key project team members
- The satisfaction of previous clients (references)
- Project understanding and approach
- Cost of service

Based on the criterion, the review panel determined SFE was the most qualified firm to meet the needs of City Streetlight and Signal Maintenance Services, therefore, staff recommends awarding SFE a contract for Street Lighting and Traffic Signal Services in an estimated total of \$1,201,755.

CV:sr

Attachment:
Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

RFP 718-19 Streetlight and Signal Maintenance Services

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster.
- B. CONTRACTOR: St. Francis Electric, LLC

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

OWNER City of Lancaster
 Attn: Jeff Hogan
 44933 North Fern Avenue
 Lancaster, California 93534

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

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

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

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

First: This AGREEMENT
Second: The RFP
Third: The CONTRACTOR'S Proposal

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

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONTRACTOR for all work and services described in Scope of Services is not to exceed \$1,201,755.00. CONTRACTOR'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

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

8. **Obligations of the CONTRACTOR.**

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

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

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

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

11. **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 Department Director and CONTRACTOR.

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

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

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

13. **Termination for Convenience.** The OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONTRACTOR of such termination and specifying the effective date thereof. OWNER shall pay any undisputed outstanding invoices within fifteen (15) days of termination.

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

15. **Insurance.**

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

Commercial General Liability

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

Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage

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

Commercial Automobile Liability

Combined Single Limit per Accident for	
Bodily Injury and Property Damage	\$1,000,000

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

Workers Compensation

As Required by the State of California Statutory Limits

Employers' Liability

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

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

Professional Liability

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

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

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

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

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

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

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

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

"RFP 718-19 Streetlight and Signal Maintenance

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.

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

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

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

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

B. No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event,

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

19. **CONTRACTOR's Warranties and Representations.**

CONTRACTOR warrants and represents to OWNER as follows:

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

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

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

D. Upon the execution of this AGREEMENT, CONTRACTOR has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the

performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

20. **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.

21. **Exhibits.**

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

Exhibit "A" Scope of Services

Exhibit "B" Payment Clause

22. **Governing Law.**

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

23. **Effective Date.**

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

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

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Jason Caudle, City Manager

Dated: _____

St. Francis Electric, LLC

By: _____
Guy Smith, Vice President

Dated: _____

ATTEST:

Ronda Perez, Acting City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

This RFP contains the information and documents necessary to prepare and submit a responsive proposal. Proposers are responsible for complying with all requirements identified herein. By submitting a finished proposal packet, the Proposer represents that it has thoroughly examined and become familiar with the work required within this proposal and that it is capable of supplying a product to achieve the City's objectives. Requests for modifications to the submitted proposal packet on the grounds that the Proposer was not fully informed as to any fact or condition will not be allowed. The City reserves the right to accept or reject any Proposal, or portions thereof, or to waive any informalities or irregularities within the proposals.

1. **BACKGROUND**

- 1.1. The City of Lancaster is a thriving community of 172,237 located approximately one-hour north of Los Angeles. Traffic Signal/Lighting group is responsible for maintaining and upgrading traffic signal, smart school crosswalks, radar speed feedback signs, hard-wired and fiber optic communication systems, detection systems, street and parking lot lighting, bollard and walkway lighting, and inspecting all street lights for proper operation.

The City is in search of a contractor or multiple contractors to provide safe, timely, and quality maintenance and repair services for the Traffic signal and lighting assets City wide. The City of Lancaster currently owns and maintains 140 signalized intersections and over 20,000 various types of light and poles. Almost all of these light have been converted to LED fixtures within the last 2 years.

2. **OBJECTIVES**

- 2.1. The City of Lancaster maintains a high level of service in signal and street light operations. The City seeks to continue this level of service by supplementing tasks to a maintenance and repair contractor or multiple contractors. The contractors will be required to provide safe and timely responses to various maintenance and repair tasks. They must also provide routine safety, preventive, visual inspections to signal and street light assets.
- 2.2. This contract may be awarded to multiple vendors. The City will review each section of this scope of work and can potential award each section to a different contractor. For example, if one contractor is determined to be successful in winning the traffic signal maintenance section, but didn't meet the need of the street light requirement they could only be awarded the traffic signal agreement. A different contract would be awarded the streetlight agreement.

3. **CONTRACTOR RESPONSIBILITIES**

3.1. Flat Rate Traffic Signal Annual Preventative Maintenance Inspection Tasks.

- 3.1.1. Inspect exterior of traffic signal cabinet and any other signal components. Remove unauthorized signs, stickers, and posters. Items that cannot be removed or graffiti that cannot be wiped away shall be reported to the City. Inspect and verify cabinet paint and coating for damage or deterioration. Inspect signal components for wear, damage or deterioration.
- 3.1.2. Inspect cabinet foundation. Visually inspect for damage or deterioration. Inspect cabinet to base seal. Reseal if necessary. Inspect and verify cabinet mounting hardware and anchor bolts. Tighten if necessary.
- 3.1.3. Inspect all doors gaskets and seals verify that cabinet is water tight. Replace any sealing components that are leaking
- 3.1.4. Inspect cabinet vents on doors and top of cabinet. Replace cabinet air filters annually. Verify Cabinet fan operation.
- 3.1.5. Cabinet handles, locks and hinge are working properly. Lubricate if necessary.
- 3.1.6. Blow out or brush off cabinet shelves, thoroughly vacuum the interior or cabinet.
- 3.1.7. Inspect and load test back up batteries. Document results of testing. Verify back up battery system operation. Report any deficiencies to the City.
- 3.1.8. Inspect poles and mast arm. Inspect for signs of damage, cracks, deterioration and proper alignment. Report any of these items found to the city.
- 3.1.9. Inspect signal heads, backing plates, and visors for proper torque, damage, or deterioration. Ensure these components are tight and properly aligned. If necessary, tighten or align these components.
- 3.1.10. Visually inspect and verify that all vehicle indications are operating properly and no obstructions are present. If indication is not working replace as necessary. Report any obstructions to the city.
- 3.1.11. Inspect all mounting hardware. Check all nuts, bolts and screws for proper torque and verify. Inspect for damage. If necessary, replace or tighten mounting hardware. Report any damage to the City.
- 3.1.12. Inspect hand hole covers for proper installation or damage. Tighten or replace if hand hole or hand hole hardware is damaged, missing or loose.
- 3.1.13. Inspect pole tops, mast arm end covers, and tenon covers. Ensure these components are installed and properly mounted.
- 3.1.14. Inspect vehicle detection camera mounting devices, alignment and hardware. Clean vehicle detection camera lenses. If necessary, tighten or align mount and hardware.
- 3.1.15. Inspect safety light mounting and operation. If safety lights found inoperable, report to lighting team.

- 3.1.16. Inspect regulatory signs mounted to traffic signal components. Inspect signs overall condition and for proper mounting. If necessary, tighten mounting components. Report worn or deteriorated signs to the city.
- 3.1.17. Inspect reflectorized street name sign condition and mounting. Inspect mounting components for wear, verify torque, and inspect for signs of fatigue. Check safety cables and replace if necessary.
- 3.1.18. Inspect Pedestrian indications. Check pedestrian heads for proper alignment and verify torque. Inspect “walk man and hand” for proper illumination. If count down module, ensure proper operation.
- 3.1.19. Inspect pedestrian push button for proper operation and mounting. Verify illumination and audible beep if equipped. Report to City if not operating correctly.
- 3.1.20. Inspect and clean service pedestal.
- 3.1.21. Inspect and clean pull boxes. Check that covers are intact and adequately secured. Secure cover as needed. Replace damaged or missing covers if necessary.
- 3.1.22. Complete preventative maintenance check list and provide to City.
- 3.1.23. Log preventative maintenance inspection in cabinet log book and record in City’s maintenance software.

3.2. Non- Flat Rate repair items are requested by the City based on preventive maintenance inspection, reported deficiencies, and the City’s Comcate system. They include, but are not limited to the following-

- 3.2.1. Replacement of vehicle indications- red, yellow, green led balls and arrows
- 3.2.2. Replacement of Pedestrian head.
- 3.2.3. Installation of Reflectorized street name sign.
- 3.2.4. Replacing signal head.
- 3.2.5. Installing visor.
- 3.2.6. Installing backing plate.
- 3.2.7. Installing regulatory sign on mast arm.
- 3.2.8. Installation of replacement pedestrian button.
- 3.2.9. Trouble shooting various electrical issues.
- 3.2.10. Other signal repairs not listed may require a time and materials quotation.

3.3. Traffic signal Five-year preventative maintenance tasks will require the same item as the annual and will also include additional items listed below. Five year inspections will be completed at 28 of the city's 140 intersection every year.

- 3.3.1. Complete annual inspection tasks.
- 3.3.2. Install new red and green vehicle indications
- 3.3.3. Paint signal heads, visors, backing plates and mounting frame work.
- 3.3.4. Install new batteries in battery backup device.

3.4. Flat Rate Streetlight & Safety light Maintenance and Repair

- 3.4.1. Respond to citizen and staff reported outages, lighting failures or day burning lights.
- 3.4.2. Troubleshoot and repair various components of lighting (fixtures, photocells, receptacles, wiring, fuses, etc.)
- 3.4.3. Tighten loose components and adjust fixtures.
- 3.4.4. Tighten or replace loose or missing hand hole covers.
- 3.4.5. Remove items hanging from poles (shoes, balloons, etc.)
- 3.4.6. Remove unauthorized signs or sign mounting devices.
- 3.4.7. Repair and maintain rural foot lights and bollard lights.
- 3.4.8. Repair and maintain various parking lot lights throughout the city.
- 3.4.9. Log repairs and light information in City's Comcate system and GIS program.
- 3.4.10. Retrofit or replace fixture with LED if necessary.
- 3.4.11. In LS2 streetlight system it will be necessary to coordinate with Southern California Edison for any work below city handhold including energizing or de-energizing. LS3 light will allow for trouble shooting from the power pedestal to the end of the lighting circuit. and may require repairs in pull boxes or service pedestal.
- 3.4.12. City will provide all materials.
- 3.4.13. Comates and outage reports must be responded to within 48 hours of reporting.
- 3.4.14. Proper traffic control must be proved at all times. Traffic control must meet MUTCD standards.
- 3.4.15. During normal working hours, remove debris from knocked down poles and clean up surrounding area. Knocked down poles must be cut down to a transportable size and disposed of at the City maintenance yard.

3.4.16. Identify and repackage defective components for warranty repairs.

3.4.17. Replace damaged overhead wire

3.4.18. Day time inspections of poles city wide to find light that stay on during the day or components are visibly defective.

3.5. Additional non-flat rate street light repairs include the replacement of knocked down concrete street light poles within 7 days of notification. This process will include the following tasks-

3.5.1. Removing partially fallen poles or structurally compromised poles.

3.5.2. LS3 lights will include energizing and de-energizing

3.5.3. LS2 will require Edison coordination for energizing and de-energizing

3.5.4. Wire new pole to appropriate location

3.5.5. Install new luminaire arm, fixture, photocell as needed.

3.5.6. Poles will be placed with hand holes facing opposite direction of traffic

3.5.7. Concrete cap to be broken out completely and replaced when new pole is installed.

3.5.8. Jobsite must be secured and properly delineated to keep pedestrians and motorist safe.

3.5.9. Proper traffic control must be set up and maintained at all times. Traffic control must meet MUTCD standards.

3.5.10. Pole, fixtures, photocell, luminaire arm, and wiring will be provided by the city.

3.6. Night Survey.

3.6.1. Inspect street lighting at night for inoperative light

3.6.2. Document and tag street lights that are inoperative.

3.6.3. Create work order for repair.

3.6.4. Night survey only to be completed if requested by the City.

3.7. Replacement of street light foundation.

3.7.1. Remove existing cap

3.7.2. If necessary, remove existing pole

- 3.7.3. Intercept conduit
 - 3.7.4. Remove damaged foundation
 - 3.7.5. Set cage and anchors
 - 3.7.6. Reconnect conduit
 - 3.7.7. Pour new foundation
 - 3.7.8. Re-stand pole or install new pole
- 3.8. **Contractor must set up and maintain appropriate traffic control for each operation. Traffic control must meet MUTCD standards for roadway size and speeds.**

4. **DELIVERABLES**

- 4.1. Contractor shall provide adequate staff to complete required scope of work.
- 4.2. Contractor shall provide boom trucks, cranes, traffic control vehicles, arrow boards, and any other equipment required to complete work tasks.
- 4.3. Contractor shall provide trained and qualified staff for each job task. Example- Traffic signal maintenance technician will be required to have certifications in signal maintenance and inspection. Certifications must be provided to the city with the bid response.
- 4.4. Contractor shall provide staff trained in traffic control and work zone safety. Certification must be provided to the city with the bid response.

5. **DUE DATES/SCHEDULES/TIMELINES**

- 5.1. Contractor will provide services Monday through Friday from 6:30 to 3:30.
- 5.2. Contractor will not work on city holidays. City holidays observed- New Year's Day, Martin Luther King Day, President's day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.
- 5.3. Requests from the City's Comcate system shall be responded to within 48 hours.
- 5.4. Knocked down street light poles will need to be installed within 7 days of reporting.

6. **REPORTS AND MEETINGS**

- 6.1. Contractor will be required to report work in City's Comcate system, GIS layer, Maintenance software and log books depending on the type of work. The report shall be completed at completion of task.

- 6.2. Meeting with city staff maybe necessary for certain tasks to discuss logistics or procedure. These meeting will be included in flat rate fee, unless related to non-flat rate tasks.
- 6.3. It may be required that contractor staff meet with City staff to pick up parts or restock their service vehicles with city provided parts. These meetings shall be included in the flat rate and not billed separately.
- 6.4. Quarterly meeting with contractor management to discuss issues or status of work shall be required, but can be waived by city staff if deemed unnecessary by both the city and the contractor.
- 6.5. Reports of work shall accompany all billing. Flat rate or non-flat rate items shall be reported.

7. **CITY RESPONSIBILITIES**

- 7.1. City will provide all materials for both signal and streetlight repairs and maintenance. In the event of that the city is unable to provide parts, the contractor can provide at a predetermined mark up.
- 7.2. City will provide documentation for record keeping and if electronic records are needed the City will provide electric device required with required software installed.

8. **ASSETS FOR MAINTENANCE AND REPAIR**

- 8.1. Traffic signals- 140 signalized intersections
- 8.2. Lighting- 18,390 standard concrete street light poles, 434 decorative street lights, 841 safety lights, 85 walkway and bollard lights, 724 various parking lot lights. The City regularly takes ownership of new lighting as part of annexations or acceptance of developments. These light will be added to the maintenance contract at the same billing rate as current light rate.

REQUEST FOR PROPOSALS (RFP No 718-19)
Streetlight and Signal Maintenance Services

November 6, 2019

General Addendum No. 1

To: All Prospective Respondents

From: City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534

This addendum forms a part of the Request for Proposal document for the Streetlight and Signal Maintenance Services RFP #718-19.

1. **Amendment:** On page 7, within the Section 'CONTRACT TERM' "The total term of the Agreement is for a period of five (5) years." is amended to read "The total term of the Agreement is for a period of one (1) year." Any reference in the RFP to a 5-year term is amended to read as a 1-year term for the contract duration.
2. **Amendment:** On page 12, Section 3.2 is amended as follows (all subsections remain as-is): "*Signal repairs (not included with the preventative maintenance indicated in Section 3.1) may be requested by the City during regular business hours, based on preventive maintenance inspection, reported deficiencies, and the City's Comcate system. They include, but are not limited to the following:*"
3. **Amendment:** On page 13, Section 3.3 is amended as follows (all subsections remain as-is, except for Section 3.3.3 as noted herein): "*Traffic signal 'Annual 20%' preventative maintenance tasks include all items in Section 3.1 and the additional items listed below. The 'Annual 20%' inspections must be completed at 28-31 of the city's 140 intersections on an annual basis.*"
4. **Amendment:** On page 13, Section 3.3.3 is amended as follows: "*Paint signal heads, visors, backing plates and mounting frame work. The painting may be for 3-sections, 5-sections, and pedestrian heads.*"
5. **Amendment:** On page 14, Section 3.5 is amended as follows (all subsections remain as-is): "*Streetlight repairs (not included with the preventative maintenance indicated in Section 3.4) include the replacement of knocked down concrete street light poles within 7 days of notification. This process will include the following tasks:*"
6. **Clarification:** On page 15, Section 4.3 is clarified to mean certification from IMSA traffic signal 1 or equivalent.
7. **Amendment:** On page 15, Section 5.1 is amended as follows: "*Except for night surveys, as outlined in Section 3.6, Contractor will provide services Monday through Friday from 6:30 am to 3:30 pm.*"
8. **Addendum:** Subsection 5.5 is to be added to the RFP as follows: "*If the contractor is awarded Section 3.1, 3.3, or 3.4, and either Section 3.2 or 3.5 the contractor shall respond to on-call repair services*

outlined in either Section 3.2 or 3.5 within an hour. In case the contractor is not awarded Section 3.1, 3.3, or 3.4, please indicate your response time to on-call repair services.”

9. **Addendum:** The following is to be included and made part of the RFP documents. Contractors responding to this RFP must attest that Contractor, and any subcontractors will pay prevailing wage rates as determined by DIR for this project.

1. Senate Bill 854.

*SB 854 bill signed into law on June 20, 2014, established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The Department of Industrial Relations (DIR) requires all contractors and subcontractors who bid or perform work on a public works project (as defined under the Labor Code) be subject to a registration and annual renewal fee. Contractors must apply online and meet minimum qualifications to be registered as eligible to bid and work on public works projects. The requirement to list only registered contractors and subcontractors on bids became effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015. **This project shall comply with the requirement of SB 854.***

Coverage is not limited only to work performed at the construction site by the traditional construction trades, but extends broadly to workers employed “in the execution of” the public works contract.

Attention is directed to the revisions to Labor Code Section 4. 1725.5 and Section 5. 1771.1:

A. SECTION 4 1725.5

“A contractor must be registered pursuant to this section in order to be qualified to bid on, be listed in a bid proposal pursuant to Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work that is subject to requirements of this chapter.

(a) To qualify for registration under this section, a contractor must do all of the following:

- (1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial non-refundable application fee of \$400 to qualify for registration under this section and an annual renewal fee on or before July 1st each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.*
- (2) Provide such evidence, disclosures, or releases as are necessary to establish all of the following:*
 - (A) Worker’s Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker who the contractor will employ to perform work that is subject to prevailing wage requirements other than a contractor who, is separately registered under this section. Coverage may be evidenced by a current and valid Certificate of Workers’ Compensation Insurance or Certification of Self-Insurance required under Section 7125 of the Business and Professions Code.*
 - (B) Where applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.*
 - (C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages, or related damages, interest, fines, or penalties pursuant to any final*

judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

- (D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.*
- (E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months, or since the effective date of the requirements set forth in subdivision (f), whichever is shorter. For a contractor found to be in violation of the requirements of this paragraph only, the period of disqualification shall be waived if: (i) the contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months; and (ii) the contractor pays an additional non-refundable penalty registration fee of \$2,000.*
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established pursuant to Section 1771.3 and shall be used only for the purposes specified in subdivision (b) of Section 1771.3*
- (c) The term “contractor,” as used in this section, shall include any subcontractor or “consultant”, as defined in Section 1722.1.*
- (d) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. A contractor who inadvertently fails to pay the renewal fee may retroactively renew its registration by paying an additional non-refundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the date of the renewal fee.*
- (e) The requirements of this section shall not apply with respect to any contract, which as a result of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or decision by a court that classifies, after the time at which the body awarding the contract accepts the contractor’s bid or awards the contractor a contract, the work covered by the bid or contract as a “public work,” as defined in this chapter, to which Section 1771 applies, provided that:*
 - (1) The body awarding the contract failed to identify as a public work, in the bid specification or in the contract documents that portion of the work that the determination or decision classifies as a “public work.”*
 - (2) Within twenty (20) days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.*
 - (3) The requirements of this section shall apply prospectively only to any bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2) of this subdivision.*

- (f) *The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.*”

B. SECTION 5 1771.1

- (a) *No contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal pursuant to Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered to perform public work pursuant to Section 1725.5. It shall not be a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the public work pursuant to Section 1725.5 at the time the contract is awarded.*
- (b) *Notice of this requirement shall be included in all bid invitations and public works contracts, and no bid shall be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor’s current eligibility to perform public work pursuant to Section 1725.5.*
- (c) *An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following requirements are met: (1) the subcontractor is registered prior to the bid opening; (2) within 24 hours after the bid opening the subcontractor is registered and has paid the penalty registration fee specified in paragraph (E) of subdivision (2) of Section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.*
- (d) *Failure by a subcontractor to be registered to perform public work as required by subdivision (a) of this Section shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.*
- (e) *The DIR shall maintain on its website a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.*
- (f) *A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation. However, no contract for public work shall be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.*
- A. *This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. **This project shall comply with the requirements of SB 854.***

2. Payment of Prevailing Wage.

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

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

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

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

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

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

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

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

EXHIBIT "B"

TERM, PAYMENT AND TIME FOR COMMENCEMENT AND COMPLETION CLAUSE

Term. This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONTRACTOR. This Agreement shall continue in full force and effect for a period of **1 year** from the effective date of the Agreement (the "Term"), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the City and the CONTRACTOR may mutually agree in writing to extend the Term of this Agreement.

Payment. The City of Lancaster shall reimburse the CONTRACTOR for actual costs, including labor costs and employee benefits incurred by the CONTRACTOR in performance of the work, in an amount not to exceed \$1,201,755.00. Actual costs shall not exceed the estimated rates and other costs as set forth in this Agreement. Source documentation supporting billed costs must be submitted with invoice. CONTRACTOR shall utilize the rates herein in any event that additional work is required beyond the not to exceed fee specified above. Any additional work will require a separate Authorization for Contractor Services signed by both parties.

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

Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than **February 1st, 2020**. It is anticipated that performance of the work will be completed within **1 year** from commencement. If Consultant fails to complete the work in this time period, City may avail itself of any and all remedies provided for in this Agreement.

Guy Smith, Vice President
Saint Francis Electric, LLC



CITY OF LANCASTER

RFP NO. 718-19

Streetlight and Signal Maintenance Services

SUBMISSION DEADLINE

November 12, 2019

BY 2:00 P.M.

(13:59:59)

SUBMIT TO:

Office of the City Clerk

Lancaster City Hall

RFP 718-19

44933 Fern Avenue

Lancaster, CA 93534

For questions concerning this RFP contact by e-mail:

Dan Berkovitz, MBA, SPSM, Purchasing Agent

dberkovitz@cityoflancasterca.org

**REQUEST FOR PROPOSALS (RFP) FOR
STREETLIGHT AND SIGNAL MAINTENANCE SERVICES**

INSTRUCTIONS TO VENDORS

QUESTIONS REGARDING THIS RFP

Any questions or requests for interpretation or clarification, either administrative or technical, about this RFP must be submitted in writing to Dan Berkovitz, MBA, SPSM, Purchasing Agent at dberkovitz@cityoflancasterca.org or facsimile number (661) 723-5845 prior to 2:00 P.M., October 31, 2019.

Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and invalid. The City will not be responsible for any other explanation or interpretation of the RFP, or for any oral instructions. Any contact with City personnel other than identified above regarding this RFP may disqualify a Vendor.

CLARIFICATION STATEMENTS

For clarification purposes, the words “Vendor”, “Consultant”, “Contractor”, “Supplier”, “Company”, “Proposer” and “Bidder” shall be read to be one and the same. The words “Contract” and “Agreement” shall be read to be one and the same. The words “Bid”, “Quote”, and “Proposal” shall be read to be one and the same. “City of Lancaster” and “City” shall be read to be one and the same. “Request for Proposal” and “RFP” shall be read to be one and the same.

NO CONTACT POLICY

After the date and time established for receipt of proposals by the City, any contact initiated by any Vendor with any City representative, other than the representative listed herein, concerning this Request for Proposals is prohibited. Any such unauthorized contact may cause the disqualification of the Vendor from this procurement transaction.

PROPRIETARY MATERIAL

Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code §6250 et. seq.), and information’s use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

COMPLETION OF PROPOSAL

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City’s selection committee, such information was intended to mislead the City in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. Statements made by a Vendor shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Unauthorized conditions,

exemptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

The Vendor, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

Costs for developing Proposals are entirely the responsibility of the Vendor and shall not be chargeable to the City.

Only one Proposal is to be submitted by each Vendor. Multiple Proposals will result in rejection of all Proposals submitted by the Proposer.

PROPOSAL FORMAT AND CONTENT

Proposals shall adhere to the following format for organization and content. Responses should emphasize the Vendor’s demonstrated ability to perform work of this type. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should be concentrated on completeness and clarity of content.

The proposal shall include an original, five copies and a flash drive containing an electronic version of the proposal. An intended form of agreement should be included as an appendix, and may be treated as an Exhibit to the contract in Exhibit B.

Proposals shall not exceed 30 single-sided pages or 15 double-sided pages and must be typed and arranged/divided in the following sequence to facilitate evaluation:

1. Cover Letter

The proposal shall be transmitted to the City with a cover letter stating the Vendor’s understanding of the work to be done, a statement why the firm believes itself to be best qualified to perform, and the name, address and telephone number of the person(s) who will be authorized to represent your firm. The letter shall be signed by an officer of the bidding firm authorized to bind the firm to all commitments made in the proposal. Address the cover letter as follows:

Mike Harne
City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534

2. Company Information

This section should include contact person (contract/project manager) information, address and telephone number of the company main office and branch offices that may provide service to the City. Any supplemental information that Contractor believes may be pertinent to the selection process may be provided here. If the Contractor is a joint venture, each party of the joint venture shall submit the required forms stated in this RFP.

3. Company Personnel

This section should contain names, contact numbers and description of experience, including licenses and/or certifications, and job classifications of all personnel who would be assigned to perform work under the Contract.

Note: All supervisors must have a minimum of three (3) years actual field experience and adequate technical background.

Subcontractors' names and city of business shall be complete and legible. Clearly state that portion of work to be performed by each subcontractor listed, by trade, and the by estimated dollar amount. Contractor may be required to submit additional information regarding the experience and qualifications of subcontractors.

Contractor shall be required to perform, with its own forces, contract amounting to at least 50% of the total contract price.

4. Experience and References

Contractor shall provide evidence of three (3) years of experience engaged in Streetlight and Signal Maintenance Services for a Southern California Public Agency of comparable size and scope.

Contractor shall provide evidence of three (3) references for work similar in nature and scope to the work for which this proposal is being submitted. Such work or contracts must have been performed or under contract during the past three (3) years. The references shall include names, addresses, current email and telephone numbers of the clients for whom the prior work was performed, and include an explanation of the services provided to these clients.

Supervisors must have a minimum of three (3) years recent experience working with Public Agencies of comparable size and scope.

5. Pricing

The Contractor shall provide pricing for all work necessary to conduct services as defined by Exhibit A - Scope of Services.

6. Statement regarding Insurance.

The Contractor shall include a statement acknowledging that Contractor is capable of obtaining and maintaining the insurance requirements as included in the Insurance Section of Exhibit B – Sample Agreement. If Contractor is unable to provide evidence of the required insurance, the City may find the Contractor non-responsive.

7. Signature Sheet

Complete the Signature Sheet on Page 9 of this RFP document and include it in the Proposal submission.

8. Other

List any other information that might aid in our selection.

ERRORS AND OMISSIONS

If, prior to the date fixed for submission of Proposals, a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP or any of its appendices or exhibits, s/he shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

Interested Vendors may submit request for clarifications in email or writing. The City will compile all requests and provide responses in written format to all Vendors who have furnished or requested an RFP.

If Vendor fails to notify the City, prior to the date fixed for the submission of Proposals, of an error in the RFP known to the Vendor, or an error that reasonably should have been known to the Vendor, Vendor shall submit its Proposal at his/her own risk, and if Vendor is awarded a Contract, Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

ADDENDA TO PROPOSAL

The City may modify the RFP, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Proposals by issuance of an Addendum to potential Vendors. Such Addendum shall also be posted on the City's website. Vendor shall acknowledge receipt of all Addenda in their Proposal. Any Addenda issued during the time for submission of proposals will be made part of the Agreement. Vendor shall be responsible for ensuring all addenda are included in its response.

EXECUTION OF PROPOSAL

The full name, business address, zip code, and business telephone number (with area code) of individual, partnership, joint venture, or corporation submitting a Proposal shall be typewritten on the Proposal. The Vendor shall ensure that the Proposal is signed by an authorized signatory. No stamped or facsimile signatures will be accepted.

An individual submitting a Proposal shall sign and give his/her name and address.

A partner shall sign for a partnership and the names, titles, and addresses of all partners shall be given. A joint venture shall follow the same requirements.

An authorized corporate officer shall sign for a corporation, with corporate seal affixed, and the names, titles, and addresses of all officers of the corporation shall be given. A signature other than a corporate officer's will be accepted if an authenticated power of attorney or corporate resolution is attached.

WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn after its submission by written or facsimile request signed by the Contractor or authorized representative prior to the time and date specified for Proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the Proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

PROPOSALS BECOME THE PROPERTY OF THE CITY

Proposals become the property of the City and information contained therein shall become public documents subject to disclosure laws after the contract is awarded. (Government Code Section 6250 et seq.). The City reserves the right make use of any information or idea contained in the Proposal.

Vendor must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City will have the sole discretion to disclose or not disclose such material subject to state law.

All materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.

EVALUATION OF PROPOSALS

A committee of at least three staff shall evaluate all Proposals.

Proposals will be evaluated and scored on the following criteria:

- Demonstrated successful experience with similar types of projects
- Specific experience of key project team members
- Satisfaction of previous clients (references)
- Project understanding and approach
- Cost of service

After the initial evaluation, if deemed necessary by the City, short-listed vendors may be invited to provide the City with an on-site demonstration, presentation, or interview, of their service or product. If conducted, short-listed vendors will be evaluated during this presentation.

The most highly qualified Vendor shall then enter into exclusive negotiations with the City to formalize the Agreement and Compensation. These negotiations will address a fair and reasonable price for services and other terms of the Agreement. If the City is unable to obtain a fair and reasonable price, or cannot reach an agreement regarding the terms and compensation, then the City will end negotiations with that Vendor and begin negotiations with the next Vendor which best meets the needs of the City, and so on until the City can reach an agreement with a qualified Vendor.

REJECTION OF PROPOSALS

The City may reject any and all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Vendor from full compliance with this RFP and/or Contract documents if awarded the Contract. Proposals that include terms and conditions other than the City's terms and conditions may be rejected as non-responsive. The City may make investigations as deemed necessary to determine the ability of the Vendor to perform, and the Vendor shall furnish to the City all such information and data for that purpose as requested by the City. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Vendor fails to satisfy the City that the Vendor is properly qualified to carry out the obligations of the Agreement and to complete the work described therein.

AWARD OF CONTRACT

Award of Contract or rejection of Proposals will be made upon budget approval, at which time the City will work with the Successful Vendor to develop the implementation plan and timeline. The City reserves the right to modify the Award of Contract or rejection date as best meets the needs of the City. The City reserves the right to reject any or all Proposals in response to this RFP in the best interest of the City. The City further

reserves the right to waive any informalities or irregularities in the Proposals. The City shall not be liable for any cost incurred in connection with the preparation and submittal of any Proposal.

Award, if any, will be to the Vendor whose Proposal best complies with the requirements of this RFP. The City reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one contractor.

The City reserves the right to award the Contract as complete, or any part thereof, including any and all schedules, locations, additive alternatives, or extra work.

CONTRACT TERM

The total term of the Agreement is for a period of five (5) years. The Agreement may be extended for additional terms upon mutual agreement in writing by both parties. The City reserves the right to negotiate the term prior to contracting.

Pricing shall remain firm for the initial contract term. Should the option to renew for additional terms be exercised, the City and the Vendor may negotiate any and all pricing increases and term length. Any decrease in costs to Vendor shall be passed through to the City.

CONTRACT DOCUMENTS - PRECEDENCE

In submitting a Proposal, the Vendor agrees to enter into an Agreement with the City.

In the event of a conflict existing between documents, the following order of precedence shall apply:

- Agreement
- City's Request for Proposals and Addenda, if any
- Vendor's Response to the Request for Proposals

EXECUTION OF AGREEMENT

After notification of intent to award Contract, the following Contract documents shall be signed within ten (10) business days from the date the City mails, or by other means, delivers said documents to the Vendor.

- A. The Agreement in the form agreeable to both parties, properly executed by the Vendor.
- B. Properly executed policies or Certificates of Insurance, including an Additional Insured Endorsement for each policy in accordance with the Insurance Requirements, Exhibit B.

No Agreement shall be binding upon the City until all documents are fully executed by the Vendor and the City.

FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement and furnish the required insurance, within the required time period shall be just cause for the recession of the award. If the successful Vendor refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Vendor.

CANCELLATION

The City reserves the right to cancel this RFP at any time should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any Proposal.

ADMINISTRATIVE CONTACTS

Any questions regarding contractual terms and conditions, proposal format, Attachment A - Scope of Services, or Insurance Requirements shall be directed to:

Dan Berkovitz, MBA, SPSM
Purchasing Agent
(661) 723-5845
(661) 723-6180 fax
dberkovitz@cityoflancafterca.org

DUE DATES

All Proposals (an original and five copies) are due by 2:00 (13:59:59) P.M. on Tuesday, November 12, 2019. Any Proposal received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. **Packages containing RFP's must be clearly marked on the outside with the name of the Vendor and RFP title.** It is the responsibility of the Proposer to ensure that the Proposal is delivered to the place and by the time specified in this RFP. Email and facsimile responses will not be considered. Any late Proposals shall be returned unopened, to the Vendor.

SCHEDULE OF EVENTS

The City reserves the right to modify the content or schedule of these events at any time, for any reason.

Event	Date
RFP Distribution	October 25, 2019
Pre-Proposal Meeting/Conference	10:30 A.M., November 5, 2019 @ 615 W Ave H
Last Day to Submit Questions	2:00 P.M., November 5, 2019
Proposal Due Date	2:00 P.M., November 12, 2019
Proposal Evaluation by Committee	Week of November 18, 2019
Tentative Selection/Award	December 10, 2019

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in RFP No. 718-19.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Lancaster, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

The Vendor hereby certifies that it has:

- Read each and every clause of this RFP and addenda, including Addendum # _____.
- Included all costs necessary to complete the specified work in its proposed prices.
- Agreed that if it is awarded the Contract, it will make no claim against the City based upon misunderstanding of any provision of the Agreement. Should conditions turn out otherwise than anticipated by it, the Vendor agrees to assume all risks incident thereto.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Firm: _____

Address: _____

Fed ID No: _____ DIR # (if applicable): _____

Name (print): _____

Name (sign): _____

Title: _____

Telephone: _____ Fax: _____

Email: _____ Date: _____

To receive consideration for award, this signature sheet must be returned with the Proposal.

EXHIBIT "A"

SCOPE OF SERVICES

This RFP contains the information and documents necessary to prepare and submit a responsive proposal. Proposers are responsible for complying with all requirements identified herein. By submitting a finished proposal packet, the Proposer represents that it has thoroughly examined and become familiar with the work required within this proposal and that it is capable of supplying a product to achieve the City's objectives. Requests for modifications to the submitted proposal packet on the grounds that the Proposer was not fully informed as to any fact or condition will not be allowed. The City reserves the right to accept or reject any Proposal, or portions thereof, or to waive any informalities or irregularities within the proposals.

1. **BACKGROUND**

- 1.1. The City of Lancaster is a thriving community of 172,237 located approximately one-hour north of Los Angeles. Traffic Signal/Lighting group is responsible for maintaining and upgrading traffic signal, smart school crosswalks, radar speed feedback signs, hard-wired and fiber optic communication systems, detection systems, street and parking lot lighting, bollard and walkway lighting, and inspecting all street lights for proper operation.

The City is in search of a contractor or multiple contractors to provide safe, timely, and quality maintenance and repair services for the Traffic signal and lighting assets City wide. The City of Lancaster currently owns and maintains 140 signalized intersections and over 20,000 various types of light and poles. Almost all of these light have been converted to LED fixtures within the last 2 years.

2. **OBJECTIVES**

- 2.1. The City of Lancaster maintains a high level of service in signal and street light operations. The City seeks to continue this level of service by supplementing tasks to a maintenance and repair contractor or multiple contractors. The contractors will be required to provide safe and timely responses to various maintenance and repair tasks. They must also provide routine safety, preventive, visual inspections to signal and street light assets.
- 2.2. This contract may be awarded to multiple vendors. The City will review each section of this scope of work and can potential award each section to a different contractor. For example, if one contractor is determined to be successful in winning the traffic signal maintenance section, but didn't meet the need of the street light requirement they could only be awarded the traffic signal agreement. A different contract would be awarded the streetlight agreement.

3. **CONTRACTOR RESPONSIBILITIES**

3.1. Flat Rate Traffic Signal Annual Preventative Maintenance Inspection Tasks.

- 3.1.1. Inspect exterior of traffic signal cabinet and any other signal components. Remove unauthorized signs, stickers, and posters. Items that cannot be removed or graffiti that cannot be wiped away shall be reported to the City. Inspect and verify cabinet paint and coating for damage or deterioration. Inspect signal components for wear, damage or deterioration.
- 3.1.2. Inspect cabinet foundation. Visually inspect for damage or deterioration. Inspect cabinet to base seal. Reseal if necessary. Inspect and verify cabinet mounting hardware and anchor bolts. Tighten if necessary.
- 3.1.3. Inspect all doors gaskets and seals verify that cabinet is water tight. Replace any sealing components that are leaking
- 3.1.4. Inspect cabinet vents on doors and top of cabinet. Replace cabinet air filters annually. Verify Cabinet fan operation.
- 3.1.5. Cabinet handles, locks and hinge are working properly. Lubricate if necessary.
- 3.1.6. Blow out or brush off cabinet shelves, thoroughly vacuum the interior or cabinet.
- 3.1.7. Inspect and load test back up batteries. Document results of testing. Verify back up battery system operation. Report any deficiencies to the City.
- 3.1.8. Inspect poles and mast arm. Inspect for signs of damage, cracks, deterioration and proper alignment. Report any of these items found to the city.
- 3.1.9. Inspect signal heads, backing plates, and visors for proper torque, damage, or deterioration. Ensure these components are tight and properly aligned. If necessary, tighten or align these components.
- 3.1.10. Visually inspect and verify that all vehicle indications are operating properly and no obstructions are present. If indication is not working replace as necessary. Report any obstructions to the city.
- 3.1.11. Inspect all mounting hardware. Check all nuts, bolts and screws for proper torque and verify. Inspect for damage. If necessary, replace or tighten mounting hardware. Report any damage to the City.
- 3.1.12. Inspect hand hole covers for proper installation or damage. Tighten or replace if hand hole or hand hole hardware is damaged, missing or loose.
- 3.1.13. Inspect pole tops, mast arm end covers, and tenon covers. Ensure these components are installed and properly mounted.
- 3.1.14. Inspect vehicle detection camera mounting devices, alignment and hardware. Clean vehicle detection camera lenses. If necessary, tighten or align mount and hardware.
- 3.1.15. Inspect safety light mounting and operation. If safety lights found inoperable, report to lighting team.

- 3.1.16. Inspect regulatory signs mounted to traffic signal components. Inspect signs overall condition and for proper mounting. If necessary, tighten mounting components. Report worn or deteriorated signs to the city.
- 3.1.17. Inspect reflectorized street name sign condition and mounting. Inspect mounting components for wear, verify torque, and inspect for signs of fatigue. Check safety cables and replace if necessary.
- 3.1.18. Inspect Pedestrian indications. Check pedestrian heads for proper alignment and verify torque. Inspect “walk man and hand” for proper illumination. If count down module, ensure proper operation.
- 3.1.19. Inspect pedestrian push button for proper operation and mounting. Verify illumination and audible beep if equipped. Report to City if not operating correctly.
- 3.1.20. Inspect and clean service pedestal.
- 3.1.21. Inspect and clean pull boxes. Check that covers are intact and adequately secured. Secure cover as needed. Replace damaged or missing covers if necessary.
- 3.1.22. Complete preventative maintenance check list and provide to City.
- 3.1.23. Log preventative maintenance inspection in cabinet log book and record in City’s maintenance software.

3.2. Non- Flat Rate repair items are requested by the City based on preventive maintenance inspection, reported deficiencies, and the City’s Comcate system. They include, but are not limited to the following-

- 3.2.1. Replacement of vehicle indications- red, yellow, green led balls and arrows
- 3.2.2. Replacement of Pedestrian head.
- 3.2.3. Installation of Reflectorized street name sign.
- 3.2.4. Replacing signal head.
- 3.2.5. Installing visor.
- 3.2.6. Installing backing plate.
- 3.2.7. Installing regulatory sign on mast arm.
- 3.2.8. Installation of replacement pedestrian button.
- 3.2.9. Trouble shooting various electrical issues.
- 3.2.10. Other signal repairs not listed may require a time and materials quotation.

3.3. Traffic signal Five-year preventative maintenance tasks will require the same item as the annual and will also include additional items listed below. Five year inspections will be completed at 28 of the city's 140 intersection every year.

- 3.3.1. Complete annual inspection tasks.
- 3.3.2. Install new red and green vehicle indications
- 3.3.3. Paint signal heads, visors, backing plates and mounting frame work.
- 3.3.4. Install new batteries in battery backup device.

3.4. Flat Rate Streetlight & Safety light Maintenance and Repair

- 3.4.1. Respond to citizen and staff reported outages, lighting failures or day burning lights.
- 3.4.2. Troubleshoot and repair various components of lighting (fixtures, photocells, receptacles, wiring, fuses, etc.)
- 3.4.3. Tighten loose components and adjust fixtures.
- 3.4.4. Tighten or replace loose or missing hand hole covers.
- 3.4.5. Remove items hanging from poles (shoes, balloons, etc.)
- 3.4.6. Remove unauthorized signs or sign mounting devices.
- 3.4.7. Repair and maintain rural foot lights and bollard lights.
- 3.4.8. Repair and maintain various parking lot lights throughout the city.
- 3.4.9. Log repairs and light information in City's Comcate system and GIS program.
- 3.4.10. Retrofit or replace fixture with LED if necessary.
- 3.4.11. In LS2 streetlight system it will be necessary to coordinate with Southern California Edison for any work below city handhold including energizing or de-energizing. LS3 light will allow for trouble shooting from the power pedestal to the end of the lighting circuit. and may require repairs in pull boxes or service pedestal.
- 3.4.12. City will provide all materials.
- 3.4.13. Comates and outage reports must be responded to within 48 hours of reporting.
- 3.4.14. Proper traffic control must be proved at all times. Traffic control must meet MUTCD standards.
- 3.4.15. During normal working hours, remove debris from knocked down poles and clean up surrounding area. Knocked down poles must be cut down to a transportable size and disposed of at the City maintenance yard.

3.4.16. Identify and repackage defective components for warranty repairs.

3.4.17. Replace damaged overhead wire

3.4.18. Day time inspections of poles city wide to find light that stay on during the day or components are visibly defective.

3.5. Additional non-flat rate street light repairs include the replacement of knocked down concrete street light poles within 7 days of notification. This process will include the following tasks-

3.5.1. Removing partially fallen poles or structurally compromised poles.

3.5.2. LS3 lights will include energizing and de-energizing

3.5.3. LS2 will require Edison coordination for energizing and de-energizing

3.5.4. Wire new pole to appropriate location

3.5.5. Install new luminaire arm, fixture, photocell as needed.

3.5.6. Poles will be placed with hand holes facing opposite direction of traffic

3.5.7. Concrete cap to be broken out completely and replaced when new pole is installed.

3.5.8. Jobsite must be secured and properly delineated to keep pedestrians and motorist safe.

3.5.9. Proper traffic control must be set up and maintained at all times. Traffic control must meet MUTCD standards.

3.5.10. Pole, fixtures, photocell, luminaire arm, and wiring will be provided by the city.

3.6. Night Survey.

3.6.1. Inspect street lighting at night for inoperative light

3.6.2. Document and tag street lights that are inoperative.

3.6.3. Create work order for repair.

3.6.4. Night survey only to be completed if requested by the City.

3.7. Replacement of street light foundation.

3.7.1. Remove existing cap

3.7.2. If necessary, remove existing pole

- 3.7.3. Intercept conduit
 - 3.7.4. Remove damaged foundation
 - 3.7.5. Set cage and anchors
 - 3.7.6. Reconnect conduit
 - 3.7.7. Pour new foundation
 - 3.7.8. Re-stand pole or install new pole
- 3.8. **Contractor must set up and maintain appropriate traffic control for each operation. Traffic control must meet MUTCD standards for roadway size and speeds.**

4. **DELIVERABLES**

- 4.1. Contractor shall provide adequate staff to complete required scope of work.
- 4.2. Contractor shall provide boom trucks, cranes, traffic control vehicles, arrow boards, and any other equipment required to complete work tasks.
- 4.3. Contractor shall provide trained and qualified staff for each job task. Example- Traffic signal maintenance technician will be required to have certifications in signal maintenance and inspection. Certifications must be provided to the city with the bid response.
- 4.4. Contractor shall provide staff trained in traffic control and work zone safety. Certification must be provided to the city with the bid response.

5. **DUE DATES/SCHEDULES/TIMELINES**

- 5.1. Contractor will provide services Monday through Friday from 6:30 to 3:30.
- 5.2. Contractor will not work on city holidays. City holidays observed- New Year's Day, Martin Luther King Day, President's day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.
- 5.3. Requests from the City's Comcate system shall be responded to within 48 hours.
- 5.4. Knocked down street light poles will need to be installed within 7 days of reporting.

6. **REPORTS AND MEETINGS**

- 6.1. Contractor will be required to report work in City's Comcate system, GIS layer, Maintenance software and log books depending on the type of work. The report shall be completed at completion of task.

- 6.2. Meeting with city staff maybe necessary for certain tasks to discuss logistics or procedure. These meeting will be included in flat rate fee, unless related to non-flat rate tasks.
- 6.3. It may be required that contractor staff meet with City staff to pick up parts or restock their service vehicles with city provided parts. These meetings shall be included in the flat rate and not billed separately.
- 6.4. Quarterly meeting with contractor management to discuss issues or status of work shall be required, but can be waived by city staff if deemed unnecessary by both the city and the contractor.
- 6.5. Reports of work shall accompany all billing. Flat rate or non-flat rate items shall be reported.

7. **CITY RESPONSIBILITIES**

- 7.1. City will provide all materials for both signal and streetlight repairs and maintenance. In the event of that the city is unable to provide parts, the contractor can provide at a predetermined mark up.
- 7.2. City will provide documentation for record keeping and if electronic records are needed the City will provide electric device required with required software installed.

8. **ASSETS FOR MAINTENANCE AND REPAIR**

- 8.1. Traffic signals- 140 signalized intersections
- 8.2. Lighting- 18,390 standard concrete street light poles, 434 decorative street lights, 841 safety lights, 85 walkway and bollard lights, 724 various parking lot lights. The City regularly takes ownership of new lighting as part of annexations or acceptance of developments. These light will be added to the maintenance contract at the same billing rate as current light rate.

Traffic Signal Task Pricing

Section	Description	Pricing
3.1	Flat Rate Signal Preventative Maintenance	Price Per Inspection-
3.2.1	Replace Vehicle Indication	Price Per ball or arrow-
3.2.2	Install new pedestrian head module	Price per head-
3.2.3	Install Reflectorized street name sign	Price per sign-
3.2.4	Install replacement signal head	Price for 3 section- Price for 5 section-
3.2.5	Install Visor	Price per visor-
3.2.6	Install backing plate	Price per plate-
3.2.7	Install regulator sign on mast arm	Price per sign-
3.2.8	Install replacement Pedestrian button	Price per button-
3.2.9	Trouble shooting	Price per hour-
3.2.10	Other repairs no listed	Price per hour- Material markup-
3.3	5 Year Preventative maintenance tasks	Price Per-

Street lighting Maintenance and Repair Task pricing

Section	Description	Pricing
3.4	Flat Rate Lighting Repair and Maintenance	Monthly-
3.5	Reinstalling Knocked down Lighting poles	Price per pole-
3.6	Night Survey	Price per inspection-
3.7	Replace street Light Foundation	Price Per foundation-

EXHIBIT "B"

SAMPLE AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

PROJECT # - TITLE (IN ALL CAPS)

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

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster.
- B. CONTRACTOR: (company name)

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

OWNER City of Lancaster
 Attn:
 44933 North Fern Avenue
 Lancaster, California 93534

CONTRACTOR (Name, Title)
 (Company name)
 (address)
 (city, state zip)

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

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

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

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

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

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONTRACTOR for all work and services described in Scope of Services is lump sum \$____. CONTRACTOR'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

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

8. **Obligations of the CONTRACTOR.**

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

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

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

10. **Hold Harmless and Indemnification.** CONTRACTOR agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses, obligations, or

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

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

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

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

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

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

14. **Termination for Cause.**

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

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

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

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

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

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

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

16. **Insurance.**

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

Commercial General Liability

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Broad Form Property Damage	

Commercial Automobile Liability

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
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Workers Compensation

As Required by the State of California	Statutory Limits
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Employer's Liability

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

Professional Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INSERT PROJECT # AND TITLE HERE

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

(3) List in the “Certificate Holder” section:

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

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

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

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

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

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

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

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

C. No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed. In

such event, OWNER shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

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

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

21. **CONTRACTOR's Warranties and Representations.**

CONTRACTOR warrants and represents to OWNER as follows:

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

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

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

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

22. **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.

23. **Exhibits.**

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

Exhibit "A" Scope of Services

Exhibit "B" Payment Clause

24. **Governing Law.**

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

25. **Effective Date.**

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

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

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Jason Caudle, City Manager

Dated: _____

Company Name

By: _____
(Name, Title)

Dated: _____

ATTEST:

Ronda Perez, Acting City Clerk

APPROVED AS TO FORM:

City Attorney

STAFF REPORT
City of Lancaster

CC 9
12/10/19
JC

Date: December 10, 2019

To: Mayor Parris and City Council Members

From: Patti Garibay, Innovation and Economic Development Manager

Subject: **Lancaster’s 2020 Census Funding and Strategic Implementation Plan for Hard-to-Count Areas within the City**

Recommendation:

Approve the 2020 Census Funding and Strategic Implementation Plan which will enable the City to receive \$39,790 in funding from Los Angeles County to support and promote Census efforts in designated hard-to-count areas within the City.

Fiscal Impact:

The City is eligible to receive up to \$39,790 in funding of the \$9,393,090 that was allocated by the State to Los Angeles County in support of countywide Census outreach efforts.

Background:

On November 8, 2019, the California Complete Count Director informed counties that they could opt-in to an agreement with the State of California to conduct outreach related to the California Complete County (CCC) 2020 Census. Los Angeles County received an allocation of \$9,393,090 to promote participation in the 2020 census in geographic areas and demographic populations referred to as hard-to-count or least likely to respond where census participation has historically been low. Cities with hard-to-count areas can choose to have the County conduct outreach efforts on their behalf or they can request to receive the portion of funding that was allocated by the State for their city to lead their own targeted outreach efforts. Staff has developed a Strategic Implementation Plan which, if approved by Council, would allow Lancaster to utilize funding as outlined by the Strategic Plan in 29 block groups throughout the City starting in December and continuing on until June of 2020.

Funding can be used by cities for a broad range of activities including supporting community and faith-based organizational efforts in promoting census participation, creating and distributing promotional materials/banners, bus wraps, local media and hosting a Census Action Kiosk where the public can complete their census forms. Lancaster’s plan includes each of those components in addition to mass outreach through the City’s Outlook publication, presence in City events which will include MLK day of service as well as outreach through the City’s social media platforms.

Attachment:

2020 Census Funding Strategic Implementation Plan

2020 CENSUS: EVERYONE COUNTS

NOVEMBER 2019



2020 CENSUS FUNDING STRATEGIC IMPLEMENTATION PLAN

CITY OF LANCASTER

44933 FERN AVENUE
LANCASTER, CA 93534

2020 CENSUS STRATEGIC IMPLEMENTATION PLAN

OUTREACH PLAN

Upon disbursement of allocated Census funds, the City of Lancaster plans to implement various digital, print and media outreach efforts to target hard-to-count (HTC) areas. Activities will be focused on informing the public about the importance of being counted and the available options for response. The City of Lancaster is committed to supporting community engagement efforts made by local organizations through partnership opportunities. In addition, the City of Lancaster is working alongside neighboring City of Palmdale to provide a uniform message for the Antelope Valley region.

APPROACH

The City intends to target the 29 block groups in Lancaster that have CA-HTC index scores of 46 and above. Based on the 2013-2017 American Census Survey 5-Year Estimates, there are approximately 21,600 housing units in these block groups. The characteristics of each block group will form the strategy of the outreach efforts, such as tailored messaging for high renter populations. Planned advertisements on the City website, the City magazine, digital billboards, buses and other avenues will publicize the Census more broadly citywide. The City will seek partnerships with local organizations and businesses to promote the Census.

PROPOSED STRATEGIES

- Distribute customized mailers and door hangers to targeted block groups
- Create and hand out flyers at specific events and locations
- Utilize City website and social media platforms to share Census information
- Send email blasts via City newsletter
- Place one- and two-page spreads in the City's Outlook magazine
- Display billboard advertisements
- Purchase bus wraps
- Run advert on Lancaster Television (LTV), the City's government channel
- Coordinate with local organizations to promote positive messaging and address misinformation

PARTNERSHIP COORDINATION

The City of Lancaster will continue to join and actively participate in meetings for the Countywide Outreach Complete Count Committee. Through the bimonthly regional Census table meetings, the City has identified several opportunities to partner with local organizations already participating in Census outreach. For example, the City can support the groups having a presence at upcoming events by supplying promotional material, resources and amenities. The City also plans to coordinate with schools, rental property managers and other practical contacts to publicize the Census.

LANGUAGE ACCESS PLAN

The City has an obligation to reach the Spanish speaking population with accessible information about the Census. According to the 2018 American Census Survey Estimates, there are approximately 21.5% Spanish speaking households in Lancaster. Messaging will be translated in Spanish for the digital and print campaigns where appropriate, such as the City’s Census webpage and printed mailers. If City Hall is an approved Census Action Kiosk location, the City will aim to train bilingual staff to assist with the kiosk.

BUDGET

The City will utilize the allocated funding on the items listed below. Vendors for these items have yet to be established. Items may be added or removed in the future.

ESTIMATED ITEMS & EXPENSES

ITEM DESCRIPTION	QUANTITY	COST
DIRECT MAIL		
Double-Sided Postcards	22,000	\$8,000
Double-Sided Door Hangers	8,000	\$2,500
ADVERTISEMENTS		
December Outlook – One Page	1	\$2,500
March Outlook – Two Pages	1	\$5,000
Social Media Boosts – Monthly	3	\$5,000
Billboards	3	\$5,000
Bus Wraps	3	\$5,000
LTV Advert (including administrative costs)	1	\$5,000
MATERIALS		
Flyers	3,000	\$1,500
TOTAL COST		\$39,500

ACCOUNTABILITY

The City will adhere to all reporting requirements, including tracking all Census outreach activities using the Activities Tracking Sheet and submitting such spreadsheets on a monthly basis. Measuring the effectiveness of the City’s outreach activities will involve the following:

- Monitoring participation at events
- Documenting engagement on social media platforms
- Tracking participation at City Hall CAK location

VOLUNTEERS

The City agrees to utilize volunteers during appropriate events and opportunities.

TIMELINE OF ACTIVITIES

Preparation and coordination for events, collaborations, promotional material, etc. is ongoing. Anticipated milestones are listed below.

DECEMBER 2019	<ul style="list-style-type: none"> Advertise in Outlook magazine BLVD Christmas event presence Distribute flyers
JANUARY 2020	<ul style="list-style-type: none"> Finalize City webpage Post on social media MLK Day #CountMeIn event presence Distribute flyers Purchase bus wraps
FEBRUARY 2020	<ul style="list-style-type: none"> Distribute mailers Distribute door hangers Distribute flyers Run billboard advertisements Post on social media Send email blast reminders via City newsletter Weekly Farmer's Market presence
MARCH 2020	<ul style="list-style-type: none"> Advertise in Outlook magazine Distribute flyers Post on social media Set up CAK location Weekly Farmer's Market presence Advertise on LTV Send email blast reminders via City newsletter
APRIL-JUNE 2020	<ul style="list-style-type: none"> Post on social media Send email blast reminders via City newsletter

STAFF REPORT
City of Lancaster

CC 10
12/10/19
JC

Date: December 10, 2019

To: Mayor Parris and City Council Members

From: Jason Caudle, City Manager
Kathy Wells, Energy Projects Coordinator

Subject: Long-Term Renewable Energy Contract with Tehachapi Plains Wind, LLC for Lancaster Choice Energy

Recommendation:

Approve entering into a long-term renewable energy contract with Tehachapi Plains Wind, LLC for Lancaster Choice Energy.

Fiscal Impact:

\$ 1,488,176 annually for twelve years. There will be sufficient revenues generated by Lancaster Choice Energy to cover operating expenses, including power procurement, and to fund reserves to provide financial and rate stability to the program.

Background:

In October 2015, the State of California enacted Senate Bill 350, also known as the Clean Energy and Pollution Reduction Act of 2015 (the Act). The Act established new clean energy, clean air, and greenhouse gas reduction goals for the state. Specifically, the Act requires that all load serving entities, including Community Choice Aggregators (CCAs) enter into long-term renewable energy contracts with energy delivery to begin by the 2021 – 2024 compliance period (Compliance Period 4).

In order to meet this requirement, California Choice Energy Authority (CalChoice), on behalf of Lancaster Choice Energy (LCE) and its other member agencies, issued a Request for Proposals for Renewable Energy Projects in December 2018. CalChoice received over 100 proposals. CalChoice held a workshop in Rancho Mirage with CalChoice, LCE staff, and other member agencies to review and short-list proposals based on cost, location, and portfolio diversity. Several wind, solar, and small hydro-electric projects were short-listed.

CalChoice and its legal and technical team have negotiated and finalized commercial and contract terms on behalf of its member agencies with Terra-Gen, LLC for its Tehachapi Plains Wind project. The Tehachapi Plains Wind project is a 28.2 MW project located in southern Kern County, with a commercial delivery date of January 2021. LCE will receive 31% of the wind project's generation.

As a condition of the contract, Tehachapi Plains Wind, LLC recognizes and accepts the secured deposit account in the name of LCE as credit and collateral, and no other security or credit backing by the city will be required.

With the execution of this contract, which fulfills approximately 15% of LCE's long-term requirement, LCE will have contracted for a total of 49% of its state mandated obligation for Compliance Period 4. As such, staff will be returning in upcoming months with additional long-term renewable energy contract approval requests.

Therefore, staff recommends that the City Council approve entering into a long-term renewable energy contract with Tehachapi Plains Wind, LLC for LCE.

Attachment:

Power Purchase Agreement between City of Lancaster and Tehachapi Plains Wind, LLC

SELLER DRAFT
24 NOVEMBER 2019

POWER PURCHASE AND SALE AGREEMENT

COVER SHEET

Seller: Tehachapi Plains Wind, LLC

Buyer: [City of Lancaster, a California municipal corporation and charter city (d/b/a Lancaster Choice Energy)]



[[PPA Buyers:

- City of Lancaster, a California municipal corporation and charter city (d/b/a Lancaster Choice Energy - (31%)

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

Description of Facility: “**Facility**” means a 28.8 MW wind-powered electric generating facility comprised of three sub-projects: a 14.4 MW wind sub-project interconnecting to SCE’s Windhub Substation, a 7.2 wind sub-project interconnecting to SCE’s Puff 12 kV distribution circuit, and a 7.2 MW wind sub-project interconnecting to SCE’s Keene 12kV distribution circuit, all as further described in Exhibit A

Guaranteed Commercial Operation Date: January 1, 2021 [Note: to be confirmed]

Milestones: [Note: to be provided]

Identify Milestone	Date for Completion
Evidence of Site Control	
Documentation of Conditional Use Permit if required:	

Identify Milestone	Date for Completion
CEQA [] Cat Ex, []Neg Dec, []Mitigated Neg Dec, [x]EIR	
Seller's receipt of Phase I and Phase II Interconnection study results for Seller's Interconnection Facilities	
Executed Interconnection Agreements	
Financial Close	
Expected Construction Start Date	
Initial Synchronization	
Network Upgrades completed (evidenced by delivery of permission to parallel letter from the PTO)	
Expected Commercial Operation Date	January 1, 2021

Delivery Term: Twelve (12) Contract Years

Delivery Term Expected Energy:

Contract Year	Expected Energy (MWh)
1 – 12	[REDACTED]

Contract Price:

Contract Year	Contract Price (\$/MWh)
1 – 12	[REDACTED]

Product: Buyer's Share of:

- Energy
- Green Attributes (if Renewable Energy Credit, please check the applicable box below):
 - Portfolio Content Category 1
 - Portfolio Content Category 2
 - Portfolio Content Category 3

Capacity Attributes

Deliverability:

- Energy Only Status
- Full Capacity Deliverability Status

a) If Full Capacity Deliverability Status is selected, provide the
Expected FCDS Date: Commercial Operation Date

Scheduling Coordinator: Seller/Seller Third-Party

Development Security: [REDACTED]

Performance Security: [REDACTED]

Damage Payment: [REDACTED]

[Signatures on following page.]

SELLER DRAFT
24 NOVEMBER 2019

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

SELLER

BUYER

By: _____
Name: Gustavo E. Luna
Title: Sr. Vice President

By: _____

By: _____

TABLE OF CONTENTS

	Page
ARTICLE 1	DEFINITIONS 1
1.1	Contract Definitions. 1
1.2	Rules of Interpretation. 17
ARTICLE 2	TERM; CONDITIONS PRECEDENT 18
2.1	Contract Term. 18
2.2	Conditions Precedent. 19
2.3	Progress Reports 20
2.4	Remedial Action Plan. 20
ARTICLE 3	PURCHASE AND SALE 20
3.1	Sale of Product. 20
3.2	Sale of Green Attributes. 20
3.3	Compensation. 21
3.4	Imbalance Energy. 21
3.5	Ownership of Renewable Energy Incentives. 21
3.6	Future Environmental Attributes. 22
3.7	Test Energy. 22
3.8	Capacity Attributes. 22
3.9	Resource Adequacy Failure. 23
3.10	CEC Certification and Verification. 23
3.11	Eligibility. 23
3.12	California Renewables Portfolio Standard. 23
3.13	Compliance Expenditure Cap. 24
ARTICLE 4	OBLIGATIONS AND DELIVERIES 25
4.1	Delivery. 25
4.2	Title and Risk of Loss. 25
4.3	Scheduling Coordinator Responsibilities. 25
4.4	Forecasting. 26
4.5	Reserved 26
4.6	Reduction in Delivery Obligation. 26
4.7	Expected Energy and Guaranteed Energy Production. 27
4.8	WREGIS 28
ARTICLE 5	TAXES 29
5.1	Allocation of Taxes and Charges. 29
5.2	Cooperation. 29
ARTICLE 6	MAINTENANCE OF THE FACILITY 30
6.1	Maintenance of the Facility. 30

6.2	Maintenance of Health and Safety.	30
6.3	Shared Facilities	30
ARTICLE 7	METERING	30
7.1	Metering.	30
7.2	Meter Verification.	30
ARTICLE 8	INVOICING AND PAYMENT; CREDIT	31
8.1	Invoicing.	31
8.2	Payment.	31
8.3	Books and Records.	31
8.4	Payment Adjustments; Billing Errors.	31
8.5	Billing Disputes.	32
8.6	Netting of Payments.	32
8.7	Seller’s Development Security.	32
8.8	Seller’s Performance Security.	33
8.9	First Priority Security Interest in Cash or Cash Equivalent Collateral.	33
8.10	Buyer’s Financial Statements	34
8.11	Buyer Creditworthiness	34
ARTICLE 9	NOTICES	38
9.1	Addresses for the Delivery of Notices.	38
9.2	Acceptable Means of Delivering Notice	38
ARTICLE 10	FORCE MAJEURE	38
10.1	Definition.	38
10.2	No Liability If a Force Majeure Event Occurs	39
10.3	Notice	39
10.4	Termination Following Force Majeure Event	39
ARTICLE 11	DEFAULTS; REMEDIES; TERMINATION	40
11.1	Events of Default	40
11.2	Remedies; Declaration of Early Termination Date.	42
11.3	Termination Payment	42
11.4	Notice of Payment of Termination Payment or Damage Payment	43
11.5	Disputes With Respect to Termination Payment or Damage Payment	43
11.6	Rights And Remedies Are Cumulative	43
11.7	Mitigation	43
ARTICLE 12	LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES	43
12.1	No Consequential Damages.	43
12.2	Waiver and Exclusion of Other Damages.	43
ARTICLE 13	REPRESENTATIONS AND WARRANTIES	44

13.1	Seller’s Representations and Warranties.....	44
13.2	Buyer’s Representations and Warranties.....	45
13.3	General Covenants.....	46
ARTICLE 14	ASSIGNMENT	47
14.1	General Prohibition on Assignments.....	47
14.2	Permitted Assignment by Seller	47
14.3	Permitted Assignment by Buyer.....	47
ARTICLE 15	LENDER ACCOMMODATIONS.....	48
15.1	Granting of Lender Interest	48
15.2	Rights of Lender	48
15.3	Cure Rights of Lender	49
ARTICLE 16	DISPUTE RESOLUTION.....	49
16.1	Governing Law.....	49
16.2	Dispute Resolution.	49
16.3	Attorneys’ Fees.....	49
ARTICLE 17	INDEMNIFICATION	49
17.1	Indemnification.....	49
17.2	Claims.....	50
ARTICLE 18	INSURANCE	50
18.1	Insurance.....	50
ARTICLE 19	CONFIDENTIAL INFORMATION.....	52
19.1	Definition of Confidential Information	52
19.2	Duty to Maintain Confidentiality	52
19.3	Irreparable Injury; Remedies	52
19.4	Disclosure to Lender.....	52
19.5	Public Statements	52
ARTICLE 20	MISCELLANEOUS.....	52
20.1	Entire Agreement; Integration; Exhibits	52
20.2	Amendments.....	53
20.3	No Waiver	53
20.4	No Agency, Partnership, Joint Venture or Lease	53
20.5	Severability.....	53
20.6	Mobile-Sierra.....	53
20.7	Counterparts	53
20.8	Facsimile or Electronic Delivery.....	54
20.9	Binding Effect	54
20.10	No Recourse to Members of Buyer	54

20.11	Lockbox Account	54
20.12	Change in Electric Market Design	54

Exhibits:

Exhibit A	Description of the Facility
Exhibit B	Facility Construction and Commercial Operation
Exhibit C	Reserved
Exhibit D	Notices
Exhibit E	Reserved
Exhibit F	Guaranteed Energy Production Damages Calculation
Exhibit G	Progress Reporting Form
Exhibit H	Reserved
Exhibit I-1	Form of Commercial Operation Date Certificate
Exhibit I-2	Form of Installed Capacity Certificate
Exhibit J	Form of Construction Start Certificate
Exhibit K	Form of Letter of Credit
Exhibit L	Form of Replacement RA Notice

POWER PURCHASE AND SALE AGREEMENT

This Power Purchase and Sale Agreement (“**Agreement**”) is entered into as of December [], 2019 (the “**Effective Date**”), between Seller and Buyer (each also referred to as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, Seller intends to develop, design, construct, own, and operate the Facility in the location identified in Exhibit A; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, on the terms and conditions set forth in this Agreement, Buyer’s Share of all Energy generated by the Facility, all Green Attributes related to the generation of such Energy, and Buyer’s Share of all Capacity Attributes;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

ARTICLE 1 DEFINITIONS

1.1 **Contract Definitions.** The following terms, when used herein with initial capitalization, shall have the meanings set forth below:

“**AC**” means alternating current.

“**Accepted Compliance Costs**” has the meaning set forth in Section 3.13.

“**Adjusted Energy Production**” has the meaning set forth in Exhibit F.

“**Affiliate**” means, with respect to any Person, each Person that directly or indirectly controls, is controlled by, or is under common control with such designated Person. For purposes of this definition and the definition of “Permitted Transferee”, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.

“**Agreement**” has the meaning set forth in the Preamble and includes any exhibits, schedules and any written supplements hereto, the Cover Sheet, and any designated collateral, credit support or similar arrangement between the Parties.

“**Available Capacity**” means the capacity from the Facility, expressed in whole MWs, that is available to generate Energy.

“**CAISO Grid**” has the same meaning as “CAISO Controlled Grid” as defined in the CAISO Tariff.

“**CAISO Operating Order**” means the “operating order” defined in Section 37.2.1.1 of the CAISO Tariff.

“**CAISO Resource IDs**” means the numbers or names assigned by the CAISO to the CAISO Approved Meters.

“**CAISO Revenues**” means the credits and other payments incurred or received by Seller, as the Facility’s Scheduling Coordinator, as a result of Scheduling or energy from the Facility delivered by Seller to any CAISO administered market, including costs and revenues associated with CAISO dispatches, for each applicable Settlement Interval.

“**CAISO Tariff**” means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.

“**California Renewables Portfolio Standard**” or “**RPS**” means the renewable energy program and policies established by California State Senate Bills 1038 (2002), 1078 (2002), 107 (2008), X-1 2 (2011), 350 (2015), and 100 (2018) as codified in, *inter alia*, California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“**Capacity Attribute**” means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of power that the Facility can generate and deliver to the CAISO Grid at a particular moment and that can be purchased and sold under CAISO market rules, including Resource Adequacy Benefits.

“**Capacity Damages**” has the meaning set forth in Exhibit B.

“**CEC**” means the California Energy Commission or its successor agency.

“**CEC Certification and Verification**” means that the CEC has certified (or, with respect to periods before the Facility has commenced commercial operation (as such term is defined by and according to the CEC), that the CEC has pre-certified) that the Facility is an Eligible Renewable Energy Resource for purposes of the California Renewables Portfolio Standard and that all Energy generated by the Facility qualifies as generation from an Eligible Renewable Energy Resource.

“**Change of Control**” means any circumstance in which Ultimate Parent ceases to own, directly or indirectly through one or more intermediate entities, more than fifty percent (50%) of the outstanding equity interests in Seller; provided that in calculating ownership percentages for all purposes of the foregoing:

(a) any ownership interest in Seller held by Ultimate Parent indirectly through one or more intermediate entities shall not be counted towards Ultimate Parent’s ownership interest in

Seller unless Ultimate Parent directly or indirectly owns more than fifty percent (50%) of the outstanding equity interests in each such intermediate entity; and

(b) ownership interests in Seller owned directly or indirectly by any Lender (including any tax equity provider) shall be excluded from the total outstanding equity interests in Seller.

“**Commercial Operation**” has the meaning set forth in Exhibit B.

“**Commercial Operation Date**” has the meaning set forth in Exhibit B.

“**Commercial Operation Delay Damages**”

“**Compliance Actions**” has the meaning set forth in Section 3.13.

“**Compliance Expenditure Cap**” has the meaning set forth in Section 3.13.

“**Confidential Information**” has the meaning set forth in Section 19.1.

“**Construction Start**” has the meaning set forth in Exhibit B.

“**Construction Start Date**” has the meaning set forth in Exhibit B.

“**Contract Price**” has the meaning set forth on the Cover Sheet.

“**Contract Term**” has the meaning set forth in Section 2.1.

“**Contract Year**” means a period of twelve (12) consecutive months. The first Contract Year shall commence on the Commercial Operation Date and each subsequent Contract Year shall commence on the anniversary of the Commercial Operation Date.

“**Costs**” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace the Agreement; and all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with terminating the Agreement.

“**Cover Sheet**” means the cover sheet to this Agreement, completed by Seller and incorporated into this Agreement.

“**CPUC**” means the California Public Utilities Commission, or successor entity.

“**Credit Rating**” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issuer rating by S&P or Moody’s. If ratings by S&P and Moody’s are not equivalent, the lower rating shall apply.

“Curtailed Energy” means the amount of Energy expressed in MWh that the Facility would have produced and delivered to the Delivery Points for sale hereunder, but that is not produced by the Facility and delivered to the Delivery Points during a Curtailment Period, which amount shall be equal to Buyer’s Share of the result of the equation provided by Seller to reasonably calculate the potential generation of the Facility as a function of Available Capacity, wind speed, and wind direction and using relevant Facility availability, weather and other pertinent data for the period of time during the Curtailment Period less the amount of Metered Energy delivered to the Delivery Points during the Curtailment Period; *provided that*, if the Metered Energy is greater than the calculation of potential generation, then the Curtailed Energy shall be zero (0) MWh.

“Curtailment Order” means any of the following:

(a) CAISO orders, directs, alerts, or provides notice to a Party, including a CAISO Operating Order, to curtail deliveries of Energy from the Facility for the following reasons: (i) any System Emergency, or (ii) any warning of an anticipated System Emergency, or warning of an imminent condition or situation, which jeopardizes CAISO’s electric system integrity or the integrity of other systems to which CAISO is connected;

(b) a curtailment ordered by the Participating Transmission Owner or distribution operator (if interconnected to distribution or sub-transmission system) for reasons including, but not limited to, (i) any situation that affects normal function of the electric system including, but not limited to, any abnormal condition that requires action to prevent circumstances such as equipment damage, loss of load, or abnormal voltage conditions, or (ii) any warning, forecast or anticipation of conditions or situations that jeopardize the Participating Transmission Owner’s electric system integrity or the integrity of other systems to which the Participating Transmission Owner is connected;

(c) a curtailment ordered by CAISO or the Participating Transmission Owner due to scheduled or unscheduled maintenance on the Participating Transmission Owner’s transmission facilities that prevents (i) Buyer from receiving or (ii) Seller from delivering Energy to the Delivery Points; or

(d) a curtailment in accordance with Seller’s obligations under its Interconnection Agreements with the Participating Transmission Owner or distribution operator;

provided, however, that Buyer may not issue any Curtailment Order or any other instruction to curtail or reduce deliveries or output associated with Energy, Scheduled Energy or Metered Energy.

“Curtailment Period” means the period of time, as measured using current Settlement Intervals, during which Seller reduces generation from the Facility pursuant to a Curtailment Order.

“Daily Delay Damages”

“Damage Payment” [REDACTED]

“Day-Ahead LMP” has the meaning set forth in the CAISO Tariff.

“Day-Ahead Market” has the meaning set forth in the CAISO Tariff.

“Day-Ahead Schedule” has the meaning set forth in the CAISO Tariff.

“Deemed Delivered Energy” means the amount of Energy expressed in MWh that the Facility would have produced and delivered to the Delivery Points for sale hereunder, but that is not produced by the Facility and delivered to the Delivery Points during a Market Curtailment Period, which amount shall be equal to Buyer’s Share of the result of the equation provided by Seller to reasonably calculate the potential generation of the Facility as a function of Available Capacity, wind speed, and wind direction and using relevant Facility availability, weather and other pertinent data for the period of time during the Market Curtailment Period less the amount of Metered Energy delivered to the Delivery Points during the Market Curtailment Period; *provided that*, if the Metered Energy is greater than the calculation of potential generation, then the Deemed Delivered Energy shall be zero (0).

“Defaulting Party” has the meaning set forth in Section 11.1(a).

“Deficient Month” has the meaning set forth in Section 4.8(e).

“Delivery Points” means the PNodes designated by the CAISO for the Facility.

“Delivery Term” shall mean the period of twelve (12) Contract Years beginning on the Commercial Operation Date, unless terminated earlier in accordance with the terms and conditions of this Agreement.

“Development Cure Period” has the meaning set forth in Exhibit B.

“Development Security” [REDACTED]

“Early Termination Date” has the meaning set forth in Section 11.2.

“Economic Bid” has the meaning set forth in the CAISO Tariff.

“Effective Date” has the meaning set forth on the Preamble.

“Effective FCDS Date” means the date identified in Seller’s Notice to Buyer (along with a Full Capacity Deliverability Status Finding from CAISO) as the date that the Facility has attained Full Capacity Deliverability Status.

“EIRP Forecast” means the final forecast of the Energy to be produced by the Facility prepared by the CAISO in accordance with the Eligible Intermittent Resources Protocol.

“**Electrical Losses**” means all transmission or transformation losses between each portion of the Facility and the applicable Delivery Point corresponding to such portion of the Facility.

“**Eligible Intermittent Resources Protocol**” has the meaning set forth in the CAISO Tariff.

“**Eligible Renewable Energy Resource**” has the meaning set forth in California Public Utilities Code Section 399.12(e) and California Public Resources Code Section 25741(a), as either code provision is amended or supplemented from time to time.

“**Energy**” means electrical energy, measured in MWh.

“**Event of Default**” has the meaning set forth in Section 11.1.

“**Expected Energy**” has the meaning set forth in Section 4.7.

“**Expected FCDS Date**” means the date set forth in the deliverability Section of the Cover Sheet which is the date the Facility is expected to achieve Full Capacity Deliverability Status.

“**Facility**” has the meaning set forth on the Cover Sheet.

“**FERC**” means the Federal Energy Regulatory Commission or any successor government agency.

“**Financial Close**” means Seller and/or one of its Affiliates has obtained debt and/or equity financing commitments from one or more Lenders sufficient to construct the Facility, including such financing commitments from Seller’s owner(s).

“**Force Majeure Event**” has the meaning set forth in Section 10.1.

“**Forced Facility Outage**” means an unexpected failure of one or more components of the Facility or any outage on the Transmission System that prevents Seller from making power available at one or more of the Delivery Points and that is not the result of a Force Majeure Event.

“**Forward Certificate Transfers**” has the meaning set forth in Section 4.8(a).

“**Full Capacity Deliverability Status**” has the meaning set forth in the CAISO Tariff.

“**Full Capacity Deliverability Status Finding**” means a written confirmation from the CAISO that the Facility is eligible for Full Capacity Deliverability Status.

“**Future Environmental Attributes**” shall mean any and all emissions, air quality or other environmental attributes (other than Green Attributes or Renewable Energy Incentives) under the RPS regulations and/or under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable, now, or in

the future, to the generation of electrical energy by the Facility. Future Environmental Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Facility, (ii) Production Tax Credits associated with the construction or operation of the Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Facility for compliance with local, state, or federal operating and/or air quality permits.

“**Gains**” means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining the economic benefit to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NP-15), all of which should be calculated for the remaining Contract Term, and includes the value of Green Attributes and Capacity Attributes.

“**Governmental Authority**” means any federal, state, provincial, local or municipal government, any political subdivision thereof or any other governmental, congressional or parliamentary, regulatory, or judicial instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law, including CAISO; *provided, however*, that “Governmental Authority” shall not in any event include any Party.

“**Green Attributes**” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Facility, and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy generated by the Facility. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Facility, (ii) production tax credits associated with the construction or operation of the Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the

Facility for compliance with local, state, or federal operating and/or air quality permits. If the Facility is a biomass or landfill gas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Facility.

“Green Tag Reporting Rights” means the right of a purchaser of renewable energy to report ownership of accumulated “green tags” in compliance with and to the extent permitted by applicable Law and include, without limitation, rights under Section 1605(b) of the Energy Policy Act of 1992, and any present or future federal, state or local certification program or emissions trading program, including pursuant to the WREGIS Operating Rules.

“Guaranteed Capacity” means twenty-eight and four-tenths (28.8) MW AC capacity measured at the Delivery Points.

“Guaranteed Commercial Operation Date” has the meaning set forth in Exhibit B.

“Guaranteed Construction Start Date” has the meaning set forth in Exhibit B.

“Guaranteed Energy Production” [REDACTED]

“Imbalance Energy” means the amount of Energy, in any given Settlement Period or Settlement Interval, by which the amount of Metered Energy deviates from the amount of Scheduled Energy.

“Indemnified Party” has the meaning set forth in Section 17.1.

“Indemnifying Party” has the meaning set forth in Section 17.1.

“Initial Synchronization” means the initial delivery of Energy from the Facility to a Delivery Point.

“Installed Capacity” means the actual installed nameplate generating capacity of the Facility less expected Electrical Losses and Station Use, but not to exceed the Guaranteed Capacity, as evidenced by a certificate provided by Seller to Buyer and substantially in the form attached as Exhibit I-2 hereto. [*Note: to be updated*] [Note: to be discussed]

“Interim Deliverability Status” has the meaning set forth in CAISO Tariff.

“Inter-SC Trade” or **“IST”** has the meaning set forth in CAISO Tariff.

“Interconnection Agreements” means the interconnection agreements entered into by Seller or its Affiliates pursuant to which the Facility will be interconnected with the Transmission System, and pursuant to which Seller’s Interconnection Facilities and any other Interconnection Facilities will be constructed, operated and maintained during the Contract Term.

“Interconnection Facilities” means the interconnection facilities, control and protective devices and metering facilities required to connect the Facility with the Transmission System in accordance with the Interconnection Agreements.

“Intercreditor and Collateral Agency Agreement” means that certain Intercreditor and Collateral Agency Agreement, dated as of [LCE: February 28, 2019, by and among River City Bank, as Collateral Agent, the Secured Creditors, and Buyer] [REDACTED]

[REDACTED]

“Interest Rate” has the meaning set forth in Section 8.2.

[REDACTED]

[REDACTED]

“Law” means any applicable law, statute, rule, regulation, decision, writ, order, decree or judgment, permit or any interpretation thereof, promulgated or issued by a Governmental Authority.

“Lender” means, collectively, any Person (i) providing senior or subordinated construction, interim, back leverage or long-term debt, equity or tax equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the Facility, whether that financing or refinancing takes the form of private debt, equity, public debt or any other form (including financing or refinancing provided to a member or other direct or indirect owner of Seller), including any equity or tax equity investor directly or indirectly providing financing or refinancing for the Facility or purchasing equity ownership interests of Seller and/or its Affiliates, and any trustee or agent acting on their behalf, (ii) providing interest rate or commodity protection under an agreement hedging or otherwise mitigating the cost of any of the foregoing obligations and/or (iii) participating in a lease financing (including a sale leaseback or leveraged leasing structure) with respect to the Facility.

“Letter(s) of Credit” means one or more irrevocable, standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a Credit Rating of at least A- with an outlook designation of “stable” from S&P or A3 with an outlook designation of “stable” from Moody’s, in a form substantially similar to the letter of credit set forth in Exhibit K.

3 [REDACTED]

“Local Capacity Area Resources” has the meaning set forth in the CAISO Tariff.

“Locational Marginal Price” or **“LMP”** has the meaning set forth in CAISO Tariff.

“Lockbox Account” has the meaning set forth in the Security Agreement.

“Losses” means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining economic loss to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Contract Term and must include the value of Green Attributes, Capacity Attributes, and Renewable Energy Incentives.

“Lost Output” has the meaning set forth in Exhibit F.

“Market Curtailment Period” means the period of time, as measured using current Settlement Intervals, during which Seller reduces generation from the Facility during a Settlement Period or Settlement Interval in which there is a Negative LMP.

“Master File” has the meaning set forth in the CAISO Tariff.

“Member Lockbox Arrangement” has the meaning set forth in Section 8.11.

“Member Performance Security” means cash or Letter of Credit in a commercially reasonable amount, as agreed by the Parties.⁴ [Note: credit provisions under review]

“Metered Energy” means Buyer’s Share of Energy generated by the Facility expressed in MWh, as recorded by the CAISO Approved Meters and net of all Electrical Losses and Station Use.

“Milestones” means the development activities for significant permitting, interconnection, financing and construction milestones set forth in the Cover Sheet.

“Moody’s” means Moody’s Investors Service, Inc., or its successor.

“MW” means megawatts measured in alternating current.

“MWh” means megawatt-hour measured in alternating current.

“**Negative LMP**” means, in any Settlement Period or Settlement Interval, whether in the Day-Ahead Market or Real-Time Market, the LMP is equal to or less than zero dollars per MWh (\$0/MWh).

“**Net Qualifying Capacity**” or “**NQC**” has the meaning set forth in the CAISO Tariff.

“**Network Upgrades**” has the meaning set forth in CAISO Tariff.

“**Non-Defaulting Party**” has the meaning set forth in Section 11.2.

“**Notice**” shall, unless otherwise specified in the Agreement, mean written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail).

“**Participating Transmission Owner**” or “**PTO**” means an entity that owns, operates and maintains transmission or distribution lines and associated facilities and/or has entitlements to use certain transmission or distribution lines and associated facilities where the Facility is interconnected. For purposes of this Agreement, the Participating Transmission Owner is Southern California Edison Company (“**SCE**”).

“**Party**” has the meaning set forth in the Preamble.

“**Performance Measurement Period**” has the meaning set forth in Section 4.7.

“**Performance Security**” [REDACTED]

“**Permitted Transferee**” means an entity that has, or is controlled by another Person that has, all of the following:

(a) A tangible net worth of not less than [REDACTED] or a Credit Rating of at least BBB- from S&P, BBB- from Fitch, or Baa3 from Moody’s; and

(b) At least two (2) years of experience in the ownership and operations of power generation facilities similar to the Facility, or has retained a third-party with such experience to operate the Facility.

“**Person**” means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, government entity or other entity.

“**PNode**” has the meaning set forth in the CAISO Tariff.

“**Portfolio Content Category**” means PCC1, PCC2 or PCC3, as applicable.

“**Portfolio Content Category 1**” or “**PCC1**” means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource

consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(1), as may be amended from time to time or as further defined or supplemented by Law.

“Portfolio Content Category 2” or **“PCC2”** means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(2), as may be amended from time to time or as further defined or supplemented by Law.

“Portfolio Content Category 3” or **“PCC3”** means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(3), as may be amended from time to time or as further defined or supplemented by Law.

“Product” means (i) Metered Energy, (ii) Green Attributes corresponding to the Metered Energy, and (iii) Buyer’s Share of Capacity Attributes.

“Production Tax Credit” or **“PTC”** means the production tax credit for wind-powered electric generating facilities described in Section 45 of the Internal Revenue Code of 1986, as it may be amended or supplemented from time to time.

“Progress Report” means a progress report including the items set forth in Exhibit G.

“Prudent Operating Practice” means the practices, methods and standards of professional care, skill and diligence engaged in or approved by a significant portion of the electric power industry for facilities of similar size, type, and design, that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with Law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition. Prudent Operating Practices are not necessarily defined as the optimal standard practice method or act to the exclusion of others, but rather refer to a range of actions reasonable under the circumstances.

“Qualified Assignee” means any Person that has (or will contract with a Person that has) competent experience in the operation and maintenance of similar electrical generation systems and is financially capable of performing Seller’s obligations (considering such Person’s own financial wherewithal and that of such Person’s credit support) under this Agreement.

“Qualifying Capacity” has the meaning set forth in the CAISO Tariff.

“RA Deficiency Amount” means the liquidated damages payment that Seller shall pay to Buyer for an applicable RA Shortfall Month as calculated in accordance with Section 3.9(b)

“RA Guarantee Date”

“RA Shortfall Month” means the applicable calendar month within the RA Shortfall Period for purposes of calculating an RA Deficiency Amount under Section 3.9(b).

“RA Shortfall Period” means the period of consecutive calendar months that starts with the calendar month in which the RA Guarantee Date occurs and concludes on the earlier of (i) the second calendar month following the calendar month in which the Effective FCDS Date occurs and (ii) the end of the Delivery Term.

“RA Showing” means the Resource Adequacy Requirements compliance or advisory showings (or similar or successor showings) that Buyer is required to make to the CPUC (and, to the extent authorized by the CPUC, to CAISO), pursuant to the Resource Adequacy Rulings, to CAISO pursuant to the CAISO Tariff, or to any Governmental Authority having jurisdiction.

“Real-Time Market” has the meaning set forth in the CAISO Tariff.

“Remedial Action Plan” has the meaning in Section 2.4.

“Renewable Energy Credit” has the meaning set forth in California Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

“Renewable Energy Incentives” means: (a) all federal, state, or local Tax credits or other Tax benefits associated with the construction, ownership, or production of electricity from the Facility (including credits under Sections 38, 45, 46 and 48 of the Internal Revenue Code of 1986, as amended); (b) any federal, state, or local grants, subsidies or other like benefits relating in any way to the Facility, including a cash grant available under Section 1603 of Division B of the American Recovery and Reinvestment Act of 2009, in lieu of federal Tax credits or any similar or substitute payment available under subsequently enacted federal legislation; and (c) any other form of incentive relating in any way to the Facility that are not a Green Attribute or a Future Environmental Attribute.

“Replacement RA” means Resource Adequacy Benefits, if any, equivalent to those that would have been provided by the Facility with respect to the applicable month in which a RA Deficiency Amount is due to Buyer, and located within the SP 15 EZ Gen Hub and, to the extent that the Facility would have qualified as a Local Capacity Area Resource for such month, described as a Local Capacity Area Resource.

“Resource Adequacy Benefits” means the rights and privileges attached to the Facility that satisfy any entity’s resource adequacy obligations, as those obligations are set forth in CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision and shall include any local, zonal or otherwise locational attributes associated with the Facility.

“Resource Adequacy Requirements” or **“RAR”** means the resource adequacy requirements applicable to Buyer pursuant to the Resource Adequacy Rulings, CAISO pursuant to the CAISO Tariff, or by any other Governmental Authority having jurisdiction.

“Resource Adequacy Rulings” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-04-040, 06-06-064, 06-07-031 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024 and any other existing or subsequent ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, however described, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time throughout the Delivery Term.

“S&P” means the Standard & Poor’s Financial Services, LLC (a subsidiary of The McGraw-Hill Companies, Inc.) or its successor.

“Schedule” means the actions of Seller, Buyer and/or their designated representatives, or Scheduling Coordinators, including each Party’s Transmission Providers, if applicable, of notifying, requesting and confirming to each other and the CAISO the quantity and type of Product to be delivered on any given day or days at a specified Delivery Point.

“Scheduling Infrastructure and Business Rules” or **“SIBR”** has the meaning set forth in the CAISO Tariff.

“Scheduled Energy” means Buyer’s Share of the Energy scheduled by Seller that clears the applicable CAISO market.

“Scheduling Coordinator” or **“SC”** means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in “Responsibilities of a Scheduling Coordinator,” of the CAISO Tariff, as amended from time to time.

“Security Agreement” means the Security Agreement, dated as of [LCE: February 28, 2019] [REDACTED] between Buyer and Collateral Agent, as collateral agent for the benefit of the Secured Creditors, or any successor agreement generally available to Buyer’s creditors.⁵ [REDACTED]

[REDACTED] [Note: credit provisions under review]

“Self-Schedule” has the meaning set forth in the CAISO Tariff.

“Seller” has the meaning set forth on the Cover Sheet.

“Seller’s Security Interest” has the meaning set forth in Section 8.12.

“Seller’s WREGIS Account” has the meaning set forth in Section 4.8(a).

“Settlement Amount” means the Non-Defaulting Party’s Costs and Losses, on the one hand, netted against its Gains, on the other. If the Non-Defaulting Party’s Costs and Losses exceed its Gains, then the Settlement Amount shall be an amount owing to the Non-Defaulting Party. If

⁵ For LCE [REDACTED]

⁶ [REDACTED]

the Non-Defaulting Party's Gains exceed its Costs and Losses, then the Settlement Amount shall be zero dollars (\$0). The Settlement Amount does not include consequential, incidental, punitive, exemplary or indirect or business interruption damages.

“Settlement Interval” has the meaning set forth in the CAISO Tariff.

“Settlement Period” has the meaning set forth in the CAISO Tariff, which as of the Effective Date is the period beginning at the start of the hour and ending at the end of the hour.

“Settlement Point” means [INSERT APPLICABLE PNODE AT WINDHUB].

“Site” means the real property on which the Facility is or will be located, as further described in Exhibit A, and as shall be updated by Seller at the time Seller provides an executed Construction Start Date Certificate to Buyer, in substantially the form of the Form of Construction Start Date Certificate in Exhibit J.

“Site Control” means that, for the Contract Term, Seller (or, prior to the Delivery Term, its Affiliate): (a) owns or has the option to purchase the Site; (b) is the lessee or has the option to lease the Site; or (c) is the holder of an easement or an option for an easement, right-of-way grant, or similar instrument with respect to the Site.

“Station Use” means:

(a) The Energy produced by the Facility that is used within the Facility to power the lights, motors, control systems and other electrical loads that are necessary for operation of the Facility; and

(b) The Energy produced by the Facility that is consumed within the Facility's electric energy distribution system as losses.

“System Emergency” means any condition that: (a) requires, as determined and declared by CAISO or the PTO, automatic or immediate action to (i) prevent or limit harm to or loss of life or property, (ii) prevent loss of transmission facilities or generation supply in the immediate vicinity of the Facility, or (iii) to preserve Transmission System reliability, and (b) directly affects the ability of any Party to perform under any term or condition in this Agreement, in whole or in part.

“Tax” or **“Taxes”** means all U.S. federal, state and local and any foreign taxes, levies, assessments, surcharges, duties and other fees and charges of any nature imposed by a Governmental Authority, whether currently in effect or adopted during the Contract Term, including ad valorem, excise, franchise, gross receipts, import/export, license, property, sales and use, stamp, transfer, payroll, unemployment, income, and any and all items of withholding, deficiency, penalty, additions, interest or assessment related thereto.

“Termination Payment” has the meaning set forth in Section 11.3.

“Terminated Transaction” has the meaning set forth in Section 11.2.

“**Test Energy**” means the Metered Energy delivered (a) commencing on the later of (i) the first date that the CAISO informs Seller in writing that Seller may deliver Energy from the Facility to the CAISO and (ii) the first date that the PTO informs Seller in writing that Seller has conditional or temporary permission to parallel and (b) ending upon the occurrence of the Commercial Operation Date.

“**Transmission Provider**” means any entity or entities transmitting or transporting the Product on behalf of Seller or Buyer to or from the Delivery Points.

“**Transmission System**” means the transmission facilities operated by the CAISO, now or hereafter in existence, which provide energy transmission service downstream from the Delivery Points.

“**Ultimate Parent**” means Terra-Gen, LLC, which as of the Effective Date directly or indirectly owns more than fifty percent (50%) of the outstanding equity interests in Seller.

“**Variable Energy Resource**” or “**VER**” has the meaning set forth in the CAISO Tariff.

“**WECC**” means the Western Electricity Coordinating Council or its successor.

“**WREGIS**” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

“**WREGIS Certificate Deficit**” has the meaning set forth in Section 4.8(e).

“**WREGIS Certificates**” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.

“**WREGIS Operating Rules**” means those operating rules and requirements adopted by WREGIS as of December 2010, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

1.2 **Rules of Interpretation.** In this Agreement, except as expressly stated otherwise or unless the context otherwise requires:

(a) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders;

(c) the words “hereof”, “herein”, and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) a reference to an Article, Section, paragraph, clause, Party, or Exhibit is a reference to that Section, paragraph, clause of, or that Party or Exhibit to, this Agreement unless otherwise specified;

(e) a reference to a document or agreement, including this Agreement shall mean such document, agreement or this Agreement including any amendment or supplement to, or replacement, novation or modification of this Agreement, but disregarding any amendment, supplement, replacement, novation or modification made in breach of such document, agreement or this Agreement;

(f) a reference to a Person includes that Person's successors and permitted assigns;

(g) the term "including" means "including without limitation" and any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

(h) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

(i) in the event of a conflict, a mathematical formula or other precise description of a concept or a term shall prevail over words providing a more general description of a concept or a term;

(j) references to any amount of money shall mean a reference to the amount in United States Dollars;

(k) the expression "and/or" when used as a conjunction shall connote "any or all of";

(l) words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning in Prudent Operating Practice shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Prudent Operating Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings; and

(m) each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

ARTICLE 2 TERM; CONDITIONS PRECEDENT

2.1 Contract Term.

(a) The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until the conclusion of the Delivery Term, subject to any early termination provisions and any contract term extension provisions set forth herein ("Contract Term").

(b) Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination. The confidentiality obligations of the Parties under Article 19 shall remain in full force and effect for two (2) years following the termination of this Agreement, and all indemnity and audit rights shall remain in full force and effect for one (1) year following the termination of this Agreement.

2.2 **Conditions Precedent.** The Delivery Term shall not commence until Seller completes to Buyer's reasonable satisfaction each of the following conditions:

(a) Seller shall have delivered to Buyer a completion certificate from a licensed professional engineer substantially in the form of Exhibit I-1;

(b) A Participating Generator Agreement and a Meter Service Agreement between Seller and CAISO shall have been executed and delivered and be in full force and effect, and a copy of each such agreement delivered to Buyer;

(c) Interconnection Agreements between Seller or its Affiliates and the PTO for the Facility shall have been executed and delivered and be in full force and effect and a copy of the Interconnection Agreements delivered to Buyer;

(d) All applicable regulatory authorizations, approvals and permits for the operation of the Facility have been obtained and all conditions thereof have been satisfied and shall be in full force and effect;

(e) Seller has received the requisite pre-certification of the CEC Certification and Verification;

(f) Seller (with the reasonable participation of Buyer) shall have completed all applicable WREGIS registration requirements, including the completion and submittal of all applicable registration forms and supporting documentation, which may include applicable interconnection agreements, informational surveys related to the Facility, QRE service agreements, and other appropriate documentation required to effect Facility registration with WREGIS and to enable Renewable Energy Credit transfers related to the Facility within the WREGIS system or have completed any other requirements relating to the Facility and required prior to the Commercial Operation Date to enable Buyer to fulfill its RPS requirements;

(g) Seller has delivered and maintained the Development Security with Buyer, if Seller elects to maintain its Development Security with Buyer in order to satisfy its Performance Security requirements hereunder; *provided*, that Seller may, instead of maintaining the Development Security, provide a form of Performance Security which differs from the form of Development Security up to and no later than ten (10) days following the Commercial Operation Date; and

(h) Seller has paid Buyer for all Daily Delay Damages and Commercial Operation Delay Damages owing under this Agreement, if any.

2.3 **Progress Reports.** The Parties agree time is of the essence in regard to the Agreement. Within fifteen (15) days after the close of (i) each calendar quarter from the first calendar quarter following the Effective Date until the Construction Start Date, and (ii) each calendar month from the first calendar month following the Construction Start Date until the Commercial Operation Date, Seller shall provide to Buyer a Progress Report and agree to regularly scheduled meetings between representatives of Buyer and Seller to review such monthly reports and discuss Seller's construction progress. The form of the Progress Report is set forth in Exhibit G. Seller shall also provide Buyer with any reasonable requested documentation (subject to confidentiality restrictions) directly related to the achievement of Milestones within ten (10) Business Days of receipt of such request by Seller.

2.4 **Remedial Action Plan.** If Seller misses three (3) or more Milestones, or misses any one (1) by more than ninety (90) days, except to the extent due to Force Majeure or Buyer Default, Seller shall submit to Buyer, within ten (10) Business Days of such missed Milestone completion date (or the ninetieth (90th) day after the missed Milestone completion date, as applicable), a remedial action plan ("**Remedial Action Plan**"), which will describe in detail any delays (actual or anticipated) beyond the scheduled Milestone dates, including the cause of the delay (e.g., governmental approvals, financing, property acquisition, design activities, equipment procurement, project construction, interconnection, or any other factor), Seller's detailed description of its proposed course of action to achieve the missed Milestones and all subsequent Milestones by the Guaranteed Commercial Operation Date; provided, that delivery of any Remedial Action Plan shall not relieve Seller of its obligation to provide Remedial Action Plans with respect to any subsequent Milestones and to achieve the Guaranteed Commercial Operation Date in accordance with the terms of this Agreement. If the missed Milestone(s) is not the Guaranteed Construction Start Date or the Guaranteed Commercial Operation Date, and so long as Seller complies with its obligations under this Section 2.4, then Seller shall not be considered in default of its obligations under this Agreement as a result of missing such Milestone(s).

ARTICLE 3 PURCHASE AND SALE

3.1 **Sale of Product.** Subject to the terms and conditions of this Agreement, during the Delivery Term Seller shall sell and deliver to Buyer, and Buyer shall purchase and receive from Seller at the applicable prices identified in Section 3.3, all of the Product produced by or associated with the Facility. At its sole discretion, Buyer may during the Delivery Term re-sell or use for another purpose all or a portion of the Product, provided that such resale or use for another purpose will not relieve Buyer of any of its obligations under this Agreement. Subject to Sections 3.3 and 4.1, Buyer has no obligation to purchase from Seller any Product that is not or cannot be delivered to a Delivery Point as a result of any circumstance, including, an outage of the Facility, a Force Majeure Event, Negative LMPs, or a Curtailment Order.

3.2 **Sale of Green Attributes.** During the Delivery Term, Seller shall sell and deliver to Buyer, and Buyer shall purchase and receive from Seller, all of the Green Attributes, attributable to the Metered Energy produced by the Facility.

3.3 **Compensation.**

(a) During the Delivery Term, Buyer shall pay Seller the following amounts for each MWh of Metered Energy during a Contract Year [REDACTED] of the amount of Expected Energy for such Contract Year:

(i) [REDACTED]

(ii) Intentionally omitted.

(b) During the Delivery Term, Buyer shall pay Seller the following amounts for each MWh of Metered Energy [REDACTED]

(i) For each MWh of Metered Energy in each Settlement Interval, zero dollars per MWh (\$0/MWh); and

(ii) Intentionally omitted.

(c) If during any Settlement Interval, Seller generates Product amounts in excess of Buyer's Share of the Installed Capacity, then the price applicable to all such excess MWh in such Settlement Interval shall be zero dollars per MWh (\$0/MWh).

(d) During the Delivery Term, Seller shall receive no compensation from Buyer for Curtailed Energy or Metered Energy that is delivered in violation of a Curtailment Order.

3.4 **Imbalance Energy.** Seller shall use commercially reasonable efforts to deliver the Scheduled Energy. Buyer and Seller recognize that in any given Settlement Period the amount of Metered Energy may deviate from the amount of Scheduled Energy and that to the extent there are such deviations, and costs or revenues from such imbalances shall be solely for the account of Seller.

3.5 **Ownership of Renewable Energy Incentives.** Seller shall have all right, title and interest in and to all Renewable Energy Incentives. Buyer acknowledges that any Renewable Energy Incentives belong to Seller. If any Renewable Energy Incentives, or values representing the same, are initially credited or paid to Buyer, Buyer shall cause such Renewable Energy Incentives or values relating to same to be assigned or transferred to Seller without delay. Buyer shall reasonably cooperate with Seller, at Seller's sole expense, in Seller's efforts to meet the requirements for any certification, registration, or reporting program relating to Renewable Energy Incentives.

3.6 **Future Environmental Attributes.**

(a) The Parties acknowledge and agree that as of the Effective Date, environmental attributes sold under this Agreement are restricted to Green Attributes associated with Metered Energy; however, Future Environmental Attributes may be created by a Governmental Authority through Laws enacted after the Effective Date. Subject to the final sentence of this Section 3.6(a), in such event, Buyer shall bear all costs associated with the transfer, qualification, verification, registration and ongoing compliance for Buyer's Share of such Future Environmental Attributes, but there shall be no increase in the Contract Price. Upon Seller's receipt of Notice from Buyer of Buyer's intent to claim Buyer's Share of such Future Environmental Attributes, the Parties shall determine the necessary actions and additional costs associated with such Future Environmental Attributes. Seller shall have no obligation to alter the Facility or the operation of the Facility unless the Parties have agreed on all necessary terms and conditions relating to such alteration or change in operation and Buyer has agreed to reimburse Seller for all costs associated with such alteration or change in operation.

(b) If Buyer elects to receive Buyer's Share of Future Environmental Attributes pursuant to Section 3.6(a), the Parties agree to negotiate in good faith with respect to the development of further agreements and documentation necessary to effectuate the transfer of such Future Environmental Attributes, including agreement with respect to (i) appropriate transfer, delivery and risk of loss mechanisms, and (ii) appropriate allocation of any additional costs, as set forth above; *provided*, that the Parties acknowledge and agree that such terms are not intended to alter the other material terms of this Agreement.

3.7 **Test Energy.** Prior to the Commercial Operation Date, Buyer will have no obligation to purchase and Seller will have the right to sell all or any portion of the Product, including any Test Energy, to one or more third parties and retain all resulting revenue.

3.8 **Capacity Attributes.** Seller shall request Full Capacity Deliverability Status in the CAISO generator interconnection process. Seller shall be responsible for the cost and installation of any Network Upgrades associated with obtaining such Full Capacity Deliverability Status.

(a) Throughout the Delivery Term, subject to Section 3.13, Seller grants, pledges, assigns and otherwise commits to Buyer all of Buyer's Share of the Capacity Attributes from the Facility.

(b) Throughout the Delivery Term, Seller shall use commercially reasonable efforts to maintain eligibility for Full Capacity Deliverability Status or Interim Deliverability Status for the Facility from the CAISO and shall perform all actions necessary to ensure that the Facility qualifies to provide Resource Adequacy Benefits to Seller.

(c) Throughout the Delivery Term, Seller hereby covenants and agrees to transfer all Buyer's Share of Resource Adequacy Benefits to Buyer.

(d) For the duration of the Delivery Term, Seller shall take all commercially reasonable actions, including complying with all applicable registration and reporting requirements, and execute any and all documents or instruments necessary to enable Buyer to use all of the Capacity Attributes committed by Seller to Buyer pursuant to this Agreement.

3.9 **Resource Adequacy Failure.**

(a) **RA Deficiency Determination.** Notwithstanding Seller's obligations set forth in Section 4.3 or anything to the contrary herein, the Parties acknowledge and agree that if Seller is unable to obtain the deliverability type selected on the Cover Sheet by the RA Guarantee Date, then Seller shall pay to Buyer the RA Deficiency Amount for each RA Shortfall Month as liquidated damages due to Buyer for the Capacity Attributes that Seller failed to convey to Buyer.

(b) **RA Deficiency Amount Calculation.** Commencing on the Commercial Operation Date, for each RA Shortfall Month, Seller shall pay to Buyer an amount (the "**RA Deficiency Amount**") equal to the product of (i) the difference, expressed in kW, of the Qualifying Capacity of the Facility for such month, minus the Net Qualifying Capacity of the Facility for such month,

[REDACTED] provided that Seller may, as an alternative to paying RA Deficiency Amounts, provide Replacement RA in the amount of (X) the Qualifying Capacity of the Facility with respect to such month, minus (Y) the Net Qualifying Capacity of the Facility with respect to such month, provided that any Replacement RA capacity is communicated by Seller to Buyer with Replacement RA product information in a written notice substantially in the form of Exhibit L at least 50 Business Days before the applicable CPUC operating month for the purpose of monthly RA reporting.

3.10 **CEC Certification and Verification.** Subject to Section 3.13, Seller shall take all necessary steps including, but not limited to, making or supporting timely filings with the CEC to obtain and maintain CEC Certification and Verification for the Facility throughout the Delivery Term, including compliance with all applicable requirements for certified facilities set forth in the *RPS Eligibility Guidebook, Ninth Edition* (or its successor). Seller must promptly notify Buyer and the CEC of any changes to the information included in Seller's application for CEC Certification and Verification for the Facility.

3.11 **Eligibility.** Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Facility qualifies and is certified by the CEC as an Eligible Renewable Energy Resource as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Facility's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. The term "commercially reasonable efforts" as used in this Section 3.11 means efforts consistent with and subject to Section 3.13.

3.12 **California Renewables Portfolio Standard.** Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially

reasonable efforts to comply with such change in law. Subject to Section 3.13, Seller shall also take all other actions necessary to ensure that the Energy produced from the Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by the CPUC or CEC from time to time.

3.13 **Compliance Expenditure Cap.** If Seller establishes to Buyer's reasonable satisfaction that a change in Laws occurring after the Effective Date has increased Seller's cost above the cost that could reasonably have been contemplated as of the Effective Date to take all actions to comply with Seller's obligations under the Agreement with respect to obtaining, maintaining, conveying or effectuating Buyer's use of (as applicable), the items listed in Sections 3.13(a), (b) and (c), then the Parties agree that the maximum amount of costs and expenses Seller shall be required to bear during the Delivery Term shall be capped at [REDACTED]

(**Compliance Expenditure Cap**):

- (a) CEC Certification and Verification;
- (b) Green Attributes; and
- (c) Capacity Attributes.

Any actions required for Seller to comply with its obligations set forth in the first paragraph above, the cost of which will be included in the Compliance Expenditure Cap, shall be referred to collectively as the "**Compliance Actions.**"

If Seller reasonably anticipates the need to incur out-of-pocket expenses in excess of the Compliance Expenditure Cap in order to take any Compliance Action Seller shall provide Notice to Buyer of such anticipated out-of-pocket expenses.

Buyer will have sixty (60) days to evaluate such Notice (during which time period Seller is not obligated to take any Compliance Actions described in the Notice) and shall, within such time, either (1) agree to reimburse Seller for all or some portion of the costs that exceed the Compliance Expenditure Cap (such Buyer-agreed upon costs, the "**Accepted Compliance Costs**"), or (2) waive Seller's obligation to take such Compliance Actions, or any part thereof for which Buyer has not agreed to reimburse Seller. If Buyer does not respond to a Notice given by Seller under this Section 3.13 within sixty (60) days after Buyer's receipt of same, Buyer shall be deemed to have waived its rights to require Seller to take the Compliance Actions that are the subject of the Notice, and Seller shall have no further obligation to take, and no liability for any failure to take, these Compliance Actions for the remainder of the Term.

If Buyer agrees to reimburse Seller for the Accepted Compliance Costs, then Seller shall take such Compliance Actions covered by the Accepted Compliance Costs as agreed upon by the Parties and Buyer shall reimburse Seller for Seller's actual costs to effect the Compliance Actions, not to exceed the Accepted Compliance Costs, within sixty (60) days from the time that Buyer receives an invoice and documentation of such costs from Seller.

ARTICLE 4
OBLIGATIONS AND DELIVERIES

4.1 Delivery.

(a) Energy. The Energy generated by the Facility shall be scheduled with the CAISO by Seller (or Seller's designated Scheduling Coordinator).

(b) Green Attributes. Seller hereby provides and conveys all Green Attributes associated with the Metered Energy as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to Buyer's Share of all Green Attributes from the Facility, and Seller agrees to convey and hereby conveys Buyer's Share of all such Green Attributes to Buyer as included in the delivery of the Product from the Facility.

4.2 Title and Risk of Loss.

(a) Energy. Title to and risk of loss related to the Metered Energy shall pass and transfer from Seller to Buyer at the Delivery Points.

(b) Green Attributes. Title to and risk of loss related to the Green Attributes associated with the Metered Energy shall pass and transfer from Seller to Buyer upon the transfer of such Green Attributes in accordance with WREGIS.

4.3 Scheduling Coordinator Responsibilities.

(a) Seller to be Scheduling Coordinator. During the Delivery Term Seller shall be its own Scheduling Coordinator or designate a qualified third party to provide Scheduling Coordinator services with the CAISO to Schedule and deliver the Product to the Delivery Points. Each Party shall perform all scheduling and transmission activities in compliance with (i) the CAISO Tariff, (ii) WECC scheduling practices, and (iii) Prudent Operating Practice. The Parties agree to communicate and cooperate as necessary in order to address any scheduling or settlement issues as they may arise, and to work together in good faith to resolve them in a manner consistent with the terms of the Agreement.

(b) CAISO Market Participation. During the Delivery Term Seller, as the party responsible for all Scheduling Coordinator activities and Imbalance Energy risk with respect to the Facility, shall have the right, but not the obligation, at Seller's sole discretion to submit Economic Bids or Self-Schedules into the Day-Ahead Market or the Real-Time Market based on the VER forecast, its equivalent or any successor, provided by the CAISO; or other forecast as developed by Seller, so long as such Day-Ahead Market or Real-Time Market participation is conducted in accordance with this Agreement and the CAISO Tariff, including any requirements to remain in the VER program, its equivalent or any successor.

(c) CAISO Costs and Revenues. Seller shall be responsible for all CAISO Costs and shall be entitled to all CAISO Revenues (including credits and other payments) as the Scheduling Coordinator for the Facility; provided, that, any net costs or charges assessed by the CAISO which are due to a Buyer Default shall be Buyer's responsibility. The Parties agree that any Availability Incentive Payments are for the benefit of the Seller and for Seller's account and

that any Non-Availability Charges or other CAISO charges associated with the Facility not providing sufficient Resource Adequacy capacity are the responsibility of the Seller and for Seller's account. In addition, if during the Delivery Term the CAISO implements or has implemented any sanction or penalty related to scheduling, outage reporting, or generator operation, the cost of such sanctions or penalties arising from the scheduling, outage reporting, or generator operation of the Facility shall be the Seller's responsibility.

(d) Future Changes to Scheduling Protocols. During the Delivery Term, the Parties agree to discuss in good faith requested changes by either Party to the CAISO scheduling procedures set forth in this Agreement, including the possibility of incorporating Inter-SC Trades in the Day-Ahead Market.

4.4 **Forecasting**. Seller shall provide the Available Capacity forecasts described below. Seller's Available Capacity forecasts shall include availability for the Facility. Seller shall use commercially reasonable efforts to forecast the Available Capacity of the Facility accurately and to transmit such information in a format reasonably acceptable to Buyer (or Buyer's designee).

(a) Annual Forecast of Available Capacity. No less than forty-five (45) days before (i) the first day of the first Contract Year of the Delivery Term and (ii) the beginning of each calendar year for every subsequent Contract Year during the Delivery Term, Seller shall provide a non-binding forecast of each month's average-day expected Metered Energy, by hour, for the following calendar year in a form reasonably acceptable to Buyer.

(b) Monthly Forecast of Available Capacity. No less than thirty (30) days before the beginning of Commercial Operation, and thereafter ten (10) Business Days before the beginning of each month during the Delivery Term, Seller shall provide to Buyer and Buyer's designee (if applicable) a non-binding forecast of the hourly Available Capacity for each day of the following month in a form reasonably acceptable to Buyer.

4.5 **Reserved**.

4.6 **Reduction in Delivery Obligation**. For the avoidance of doubt, and in no way limiting Section 3.1 or Exhibit F:

(a) Facility Maintenance. Seller shall be permitted to reduce deliveries of Product during any period of scheduled maintenance on the Facility previously agreed to between Buyer and Seller.

(b) Forced Facility Outage. Seller shall be permitted to reduce deliveries of Product during any Forced Facility Outage. Seller shall provide Buyer with Notice and expected duration (if known) of any Forced Facility Outage.

(c) System Emergencies and other Interconnection Events. Seller shall be permitted to reduce deliveries of Product during any period of System Emergency, or upon Notice of a Curtailment Order, or pursuant to the terms of this Agreement, the Interconnection Agreements or applicable tariff.

(d) Force Majeure Event. Seller shall be permitted to reduce deliveries of Product during any Force Majeure Event.

(e) Buyer Default. Seller shall be permitted to reduce deliveries of Product during any period in which there is a Buyer Default.

(f) Negative LMP. Seller shall be permitted, but not obligated, in its sole discretion to reduce deliveries of Product during any period in which there is a Negative LMP.

(g) Health and Safety. Seller shall be permitted to reduce deliveries of Product as necessary to maintain health and safety pursuant to Section 6.2.

4.7 **Expected Energy and Guaranteed Energy Production**. The quantity of Energy (with associated Product) that Seller expects to be able to deliver to Buyer during each Contract Year is set forth on the Cover Sheet (“**Expected Energy**”). During the Delivery Term, Seller shall be required to deliver to Buyer no less than the Guaranteed Energy Production (as defined below) in any period of two (2) consecutive Contract Years during the Delivery Term (“**Performance Measurement Period**”). “**Guaranteed Energy Production**” means an amount of Product, as measured in MWh, equal to one-hundred fifty percent (150%) of the Expected Energy. Seller shall be excused from achieving the Guaranteed Energy Production during any Performance Measurement Period only to the extent of any Force Majeure Events, Buyer’s failure to perform, Market Curtailment Periods, and Curtailment Orders. For purposes of determining whether Seller has achieved the Guaranteed Energy Production, Seller shall be deemed to have delivered to Buyer the Product in the amount equal to the sum of: (a) Adjusted Energy Production during such Performance Measurement Period; plus (b) the amount of Energy during such Performance Measurement Period with respect to which Seller has already paid liquidated damages in accordance with Exhibit F. If Seller fails to achieve the Guaranteed Energy Production amount in any Performance Measurement Period, Seller shall pay Buyer damages calculated in accordance with Exhibit F; *provided* that Seller may, as an alternative, provide Replacement Product (as defined in Exhibit F) delivered to the PNode corresponding the electric generating facility producing such Replacement Product within ninety (90) days after the conclusion of the applicable Performance Measurement Period, provided that such deliveries do not impose additional costs upon Buyer. On a day ahead basis, Seller shall provide a notice via e-mail to Buyer at [INSERT EMAIL] (or such other Buyer email address as Buyer may provide to Seller from time to time) identifying the electric generating facility(ies) that will provide Replacement Product for the following day and the volume of Replacement Product to be provided by each such facility, which may be expressed as a percentage of the applicable facility’s output. Buyer will pay Seller for all such Replacement Product provided pursuant to this Section 4.7 at the rates specified for Metered Energy in Section 3.3(a) [if delivered from the Facility, and if not delivered from the Facility, the price shall be ██████████], where (x) “**Index**” means the CAISO LMP applicable to the energy delivered by the electric generating facility providing the Replacement Product, and (y) Seller, or the Scheduling Coordinator for the electric generating facility providing the Replacement Product, will receive compensation directly from the CAISO for energy associated with the Replacement Product that is scheduled to the CAISO in real-time on Buyer’s behalf, and the Parties acknowledge and agree that Seller is entitled to retain all such CAISO compensation as full payment for the Index component of the price for Replacement Product delivered from an electric generating Facility other than the Facility]. [Note: Parties to discuss deliveries of Replacement

Product from the Facility.]

4.8 **WREGIS.** Seller shall, at its sole expense, but subject to Section 3.13, take all actions and execute all documents or instruments necessary to ensure that all WREGIS Certificates associated with all Renewable Energy Credits corresponding to all Metered Energy are issued and tracked for purposes of satisfying the requirements of the California Renewables Portfolio Standard and transferred in a timely manner to Buyer for Buyer's sole benefit. Seller shall transfer the Renewable Energy Credits to Buyer. Seller shall comply with all Laws, including the WREGIS Operating Rules, regarding the certification and transfer of such WREGIS Certificates to Buyer and Buyer shall be given sole title to all such WREGIS Certificates. Seller shall be deemed to have satisfied the warranty in Section 4.8(g), provided that Seller fulfills its obligations under Sections 4.8(a) through (g) below. In addition:

(a) Prior to the Commercial Operation Date, Seller shall register the Facility with WREGIS and establish an account with WREGIS ("**Seller's WREGIS Account**"), which Seller shall maintain until the end of the Delivery Term. Seller shall transfer the WREGIS Certificates using "**Forward Certificate Transfers**" (as described in the WREGIS Operating Rules) from Seller's WREGIS Account to the WREGIS account(s) of Buyer or the account(s) of a designee that Buyer identifies by Notice to Seller ("**Buyer's WREGIS Account**"). Seller shall be responsible for all expenses associated with registering the Facility with WREGIS, establishing and maintaining Seller's WREGIS Account, paying WREGIS Certificate issuance and transfer fees, and transferring WREGIS Certificates from Seller's WREGIS Account to Buyer's WREGIS Account.

(b) Seller shall cause Forward Certificate Transfers to occur on a monthly basis in accordance with the certification procedure established by the WREGIS Operating Rules. Since WREGIS Certificates will only be created for whole MWh amounts of Energy generated, any fractional MWh amounts (i.e., kWh) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate.

(c) Seller shall, at its sole expense, ensure that the WREGIS Certificates for a given calendar month correspond with the Metered Energy for such calendar month as evidenced by the Facility's metered data.

(d) Due to the ninety (90) day delay in the creation of WREGIS Certificates relative to the timing of invoice payment under Section 8.2, Buyer shall make an invoice payment for a given month in accordance with Section 8.2 before the WREGIS Certificates for such month are formally transferred to Buyer in accordance with the WREGIS Operating Rules and this Section 4.8. Notwithstanding this delay, Buyer shall have all right and title to all such WREGIS Certificates upon payment to Seller in accordance with Section 8.2.

(e) A "**WREGIS Certificate Deficit**" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the Metered Energy for the same calendar month ("**Deficient Month**"). If any WREGIS Certificate Deficit is caused, or the result of any action or inaction by Seller, then the amount of Metered Energy in the Deficient Month shall be reduced by three times the amount of the WREGIS Certificate Deficit for purposes of calculating Buyer's payment to Seller under Article 8 and the Guaranteed Energy Production

for the applicable Performance Measurement Period; provided, however, that such adjustment shall not apply to the extent that Seller provides Replacement Product (as defined in Exhibit F) delivered to SP 15 or NP 15 EZ Gen Hub within ninety (90) days of the Deficient Month (i) upon a schedule reasonably acceptable to Buyer and (ii) provided that such deliveries do not impose additional costs upon Buyer. Without limiting Seller's obligations under this Section 4.8, if a WREGIS Certificate Deficit is caused solely by an error or omission of WREGIS, the Parties shall cooperate in good faith to cause WREGIS to correct its error or omission.

(f) If WREGIS changes the WREGIS Operating Rules after the Effective Date or applies the WREGIS Operating Rules in a manner inconsistent with this Section 4.8 after the Effective Date, the Parties promptly shall modify this Section 4.8 as reasonably required to cause and enable Seller to transfer to Buyer's WREGIS Account a quantity of WREGIS Certificates for each given calendar month that corresponds to the Metered Energy in the same calendar month.

(g) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in WREGIS will be taken prior to the first delivery under the contract.

ARTICLE 5 TAXES

5.1 **Allocation of Taxes and Charges.** Seller shall pay or cause to be paid all Taxes on or with respect to the Facility or on or with respect to the sale and making available of Product to Buyer, that are imposed on Product prior to the Delivery Points. Buyer shall pay or cause to be paid all Taxes on or with respect to the delivery to and purchase by Buyer of Product that are imposed on Product at and from the Delivery Points (other than withholding or other Taxes imposed on Seller's income, revenue, receipts or employees). If a Party is required to remit or pay Taxes that are the other Party's responsibility hereunder, such Party shall promptly pay the Taxes due and then seek and receive reimbursement from the other for such Taxes. In the event any sale of Product hereunder is exempt from or not subject to any particular Tax, Buyer shall provide Seller with all necessary documentation within thirty (30) days after the Effective Date to evidence such exemption or exclusion. If Buyer does not provide such documentation, then Buyer shall indemnify, defend, and hold Seller harmless from any liability with respect to Taxes from which Buyer claims it is exempt.

5.2 **Cooperation.** Each Party shall use reasonable efforts to implement the provisions of and administer this Agreement in accordance with the intent of the Parties to minimize all Taxes, so long as no Party is materially adversely affected by such efforts. The Parties shall cooperate to minimize Tax exposure; *provided, however*, that neither Party shall be obligated to incur any financial or operational burden to reduce Taxes for which the other Party is responsible hereunder without receiving due compensation therefor from the other Party. All Energy delivered by Seller to Buyer hereunder shall be a sale made at wholesale, with Buyer reselling such Energy.

ARTICLE 6 MAINTENANCE OF THE FACILITY

6.1 **Maintenance of the Facility.** Seller shall comply with Law and Prudent Operating Practice relating to the operation and maintenance of the Facility and the generation and sale of Product.

6.2 **Maintenance of Health and Safety.** Seller shall take reasonable safety precautions with respect to the operation, maintenance, repair and replacement of the Facility. If Seller becomes aware of any circumstances relating to the Facility that create an imminent risk of damage or injury to any Person or any Person's property, Seller shall take prompt, reasonable action to prevent such damage or injury and shall give Buyer's emergency contact identified on Exhibit D Notice of such condition. Such action may include disconnecting and removing all or a portion of the Facility, or suspending the supply of Energy to Buyer.

6.3 **Shared Facilities.** The Parties acknowledge and agree that certain of the Interconnection Facilities, and Seller's rights and obligations under the Interconnection Agreements, may be subject to certain shared facilities and/or co-tenancy agreements to be entered into among Seller, the Participating Transmission Owner, Seller's Affiliates, and/or third parties pursuant to which certain Interconnection Facilities may be subject to joint ownership and shared maintenance and operation arrangements; *provided* that such agreements (i) shall permit Seller to perform or satisfy, and shall not purport to limit, its obligations hereunder and (ii) provide for separate metering of the Facility.

ARTICLE 7 METERING

7.1 **Metering.** Seller shall measure the amount of Metered Energy produced by the Facility using CAISO Approved Meters, using a CAISO-approved methodology. Subject to meeting any applicable CAISO requirements, such meters may be installed on the low voltage side or high voltage side of the Facility's transformers and maintained at Seller's cost. The meters shall be kept under seal, such seals to be broken only when the meters are to be tested, adjusted, modified or relocated. In the event that Seller breaks a seal, Seller shall notify Buyer as soon as practicable. In addition, Seller hereby agrees to provide all meter data to Buyer in a form reasonably acceptable to Buyer, and consents to Buyer obtaining from CAISO the CAISO meter data applicable to the Facility and all inspection, testing and calibration data and reports. Seller and Buyer, or Seller's Scheduling Coordinator, shall cooperate to allow both Parties to retrieve the meter reads from the CAISO Operational Meter Analysis and Reporting (OMAR) web and/or directly from the CAISO meters at the Facility.

7.2 **Meter Verification.** Annually, if Seller has reason to believe there may be a meter malfunction, or upon Buyer's reasonable request, Seller shall test the meters. The tests shall be conducted by independent third parties qualified to conduct such tests. Buyer shall be notified seven (7) days in advance of such tests and have a right to be present during such tests. If a meter is inaccurate it shall be promptly repaired or replaced. If a meter is inaccurate by more than one percent (1%) and it is not known when the meter inaccuracy commenced (if such evidence exists such date will be used to adjust prior invoices), then the invoices covering the period of time since

the last meter test shall be adjusted for the amount of the inaccuracy on the assumption that the inaccuracy persisted during one-half of such period.

ARTICLE 8 INVOICING AND PAYMENT; CREDIT

8.1 **Invoicing.** Seller shall deliver an invoice to Buyer for Product after each monthly billing period. Each invoice shall provide Buyer (a) records of metered data, CAISO metering and transaction data sufficient to document and verify the generation of Product by the Facility for any Settlement Interval during the preceding month, including the amount of Product in MWh delivered during the prior billing period as set forth in CAISO T+12 settlement statements, the amount of Product in MWh produced by the facility as read by the CAISO Approved Meters, deviations between the Scheduled Energy and the Metered Energy, and the applicable LMP prices at the Settlement Point for each Settlement Interval, the Contract Price applicable to such Product, the calculation of Deemed Delivered Energy, and the amount of Replacement Product or Replacement RA delivered during the preceding month; (b) access to any records, including invoices or settlement data from the CAISO, necessary to verify the accuracy of any amount; and (c) be in a format reasonably specified by Buyer, covering the services provided in the preceding month determined in accordance with the applicable provisions of this Agreement.

8.2 **Payment.** Buyer shall make payment to Seller for Product by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts by the twenty-third (23rd) day of the month following the month in which the invoice was provided by Seller. If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day. Payments made after the due date will be considered late and will bear interest on the unpaid balance. If the amount due is not paid on or before the due date or if any other payment that is due and owing from one party to another is not paid on or before its applicable due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual Interest Rate equal to the prime rate published on the date of the invoice in The Wall Street Journal (or, if The Wall Street Journal is not published on that day, the next succeeding date of publication), plus two percent (2%) (the "**Interest Rate**"). If the due date occurs on a day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

8.3 **Books and Records.** To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Agreement, for a period of at least two (2) years or as otherwise required by Law. Either Party, upon fifteen (15) days written Notice to the other Party, shall be granted reasonable access to the accounting books and records within the possession or control of the other Party pertaining to all invoices generated pursuant to this Agreement.

8.4 **Payment Adjustments; Billing Errors.** Payment adjustments shall be made if Buyer or Seller discovers there have been good faith inaccuracies in invoicing that are not otherwise disputed under Section 8.5, an adjustment to an amount previously invoiced or paid is required due to a correction of data by the CAISO, or there is determined to have been a meter inaccuracy sufficient to require a payment adjustment. If the required adjustment is in favor of

Buyer, Buyer's monthly payment shall be credited in an amount equal to the adjustment. If the required adjustment is in favor of Seller, Seller shall add the adjustment amount to Buyer's next monthly invoice. Adjustments in favor of either Buyer or Seller shall bear interest, until settled in full, in accordance with Section 8.2, accruing from the date on which the non-erring Party received Notice thereof.

8.5 **Billing Disputes.** A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the original due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 8.5 within twelve (12) months after the invoice is rendered or subsequently adjusted, except to the extent any misinformation was from a third party not affiliated with any Party and such third party corrects its information after the twelve-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

8.6 **Netting of Payments.** The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of Product during the monthly billing period under this Agreement or otherwise arising out of this Agreement, including any related damages calculated pursuant to Exhibits B and F, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

8.7 **Seller's Development Security.** [REDACTED]

Upon the earlier of (i) Seller's delivery of the Performance Security, or (ii) sixty (60) days after termination of this Agreement, Buyer shall return the Development Security to Seller, less the amounts drawn in accordance with this Agreement. If the Development Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain its Credit Rating, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the Commercial Operation Date, or (iii) fails to honor Buyer's properly documented request to

draw on such Letter of Credit by such issuer, Seller shall have five (5) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in the definition of Development Security.

8.8 Seller's Performance Security. To secure its obligations under this Agreement, Seller shall deliver Performance Security to Buyer on or before the Commercial Operation Date. Seller shall maintain the Performance Security in full force and effect until the following have occurred: (A) the Delivery Term has expired or terminated early; and (B) all payment obligations of the Seller arising under this Agreement, including compensation for penalties, Damage Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting). Following the occurrence of both events, Buyer shall promptly return to Seller the unused portion of the Performance Security. If the Performance Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating set forth in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the Commercial Operation Date, or (iii) fails to honor Buyer's properly documented request to draw on such Letter of Credit by such issuer, Seller shall have five (5) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in the definition of Performance Security.

8.9 Buyer's First Priority Security Interest in Cash or Cash Equivalent Collateral. To secure its obligations under this Agreement, and until released as provided herein, Seller hereby grants to Buyer a present and continuing first-priority security interest ("**Buyer's Security Interest**") in, and lien on (and right to net against), and assignment of the Development Security, Performance Security, any other cash collateral and cash equivalent collateral posted pursuant to Sections 8.7 and 8.8 and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Buyer, and Seller agrees to take all action as Buyer reasonably requires in order to perfect Buyer's Security Interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after the occurrence of an Event of Default caused by Seller, an Early Termination Date resulting from an Event of Default caused by Seller, or an occasion provided for in this Agreement where Buyer is authorized to retain all or a portion of the Development Security or Performance Security, Buyer may do any one or more of the following (in each case subject to the final sentence of this Section 8.9):

- (a) Exercise any of its rights and remedies with respect to the Development Security and Performance Security, including any such rights and remedies under law then in effect;
- (b) Draw on any outstanding Letter of Credit issued for its benefit and retain any cash held by Buyer as Development Security or Performance Security; and
- (c) Liquidate all Development Security or Performance Security (as applicable) then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller.

Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or

remedies to reduce Seller's obligations under this Agreement (Seller remains liable for any amounts owing to Buyer after such application), subject to Buyer's obligation to return any surplus proceeds remaining after these obligations are satisfied in full.

8.10 **Buyer's Financial Statements**. No later than two hundred seventy (270) days after the end of each fiscal year, at Seller's request Buyer will provide Seller a copy of Buyer's audited financial statements for the preceding fiscal year, if such financial statements are not on the internet at [REDACTED]. Buyer's financial statements shall have been prepared in accordance with GAAP.

8.11 **Buyer Credit Support**. [Note: credit provisions under review]

(a) [To secure Buyer's obligations under this Agreement, Seller shall have the right to execute a Joinder, which shall allow Seller to become a "PPA Provider" and "Secured Creditor" under the Intercreditor and Collateral Agency Agreement for so long as Buyer is subject to the Security Agreement and Lockbox Account (or any successor arrangement generally available to Buyer's creditors and permitted under Section 8.11(b)(iii)) (the current arrangement and any successor arrangement generally available to Buyer's creditors is the "**Buyer Lockbox Arrangement**"); provided, however, that if Buyer provides Buyer Performance Security, then so long as Buyer is not in default under any of this Agreement, the Intercreditor and Collateral Agency Agreement, or the Security Agreement, Buyer may, at the direction of its City [REDACTED] Council, request the dissolution of the Buyer Lockbox Arrangement and Seller hereby agrees that (x) its security interest under the Buyer Lockbox Arrangement shall terminate, without further action, effective upon the termination of the security interests of all other PPA Providers under the Buyer Lockbox Arrangement and (y) if requested by Buyer, Seller would promptly execute a written termination statement confirming such termination in accordance with the Buyer Lockbox Arrangement.

(b) Under the Buyer Lockbox Arrangement:

(i) Buyer shall provide notice to Seller of the termination of all security interests under the Security Agreement.

(ii) Buyer further agrees it will not create any additional security interests (i) under the Security Agreement on terms more favorable than those currently offered to Seller, or (ii) under any arrangement similar to the Security Agreement that is generally available to Buyer's creditors unless Seller is offered the right to participate in such arrangement on terms no less favorable than those offered to the other participants.

(iii) In addition, so long as Buyer is not in default under any of this Agreement, the Intercreditor and Collateral Agency Agreement or the Security Agreement, Buyer may request the dissolution of the current Buyer Lockbox Arrangement in order to enter into a substantially similar successor Buyer Lockbox Arrangement and, provided that Seller is allowed to become a PPA Provider (or its equivalent) and Secured Creditor (or its equivalent) under the successor Buyer Lockbox Arrangement, Seller hereby agrees that (x) its security interest under the Security Agreement shall terminate, without further action, effective upon

the termination of the security interests of all other PPA Providers under the Security Agreement and the grant of a security interest under the successor Buyer Lockbox Arrangement, and (y) if requested by Buyer, Seller would promptly execute a written termination statement confirming such termination in accordance with Section 7.12 of the Security Agreement.

(c) If Buyer provides Buyer Performance Security, then Buyer shall maintain the Buyer Performance Security in full force and effect until the following have occurred: (i) the Delivery Term has expired or terminated early; and (ii) all payment obligations of Buyer arising under this Agreement, including compensation for penalties, Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting). Following the occurrence of both events, Seller shall promptly return to Buyer the unused portion of the Buyer Performance Security. If the Buyer Performance Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating set forth in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the time that Seller is required to return the Buyer Performance Security, or (iii) fails to honor Seller's properly documented request to draw on such Letter of Credit by such issuer, Buyer shall have five (5) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in this Agreement.]⁸

(a) [To secure Buyer's obligations under this Agreement, Seller shall have the right to execute a Joinder, which shall allow Seller to become a "PPA Provider" and "Secured Creditor" under the Intercreditor and Collateral Agency Agreement for so long as Member is subject to the Security Agreement and Lockbox Account (or any successor arrangement generally available to Member's creditors and permitted under Section 8.11(b)(iii)) (the current arrangement and any successor arrangement generally available to Buyer's creditors is the "**Member Lockbox Arrangement**"); provided, however, that if Member provides Member Performance Security, then so long as Buyer (or Member, as applicable) is not in default under this Agreement and Member is not in default under any of the Intercreditor and Collateral Agency Agreement or the Security Agreement, Buyer may, at the direction of its Member's City Council, request the dissolution of the Member Lockbox Arrangement and Seller hereby agrees that (x) its security interest under the Member Lockbox Arrangement shall terminate, without further action, effective upon the termination of the security interests of all other PPA Providers under the Member Lockbox Arrangement and (y) if requested by Buyer or Member, Seller would promptly execute a written termination statement confirming such termination in accordance with the Member Lockbox Arrangement.

(b) Under the Member Lockbox Arrangement:

(i) Buyer shall cause Member to provide notice to Seller of the termination of all security interests under the Security Agreement.

(ii) Buyer further agrees it will cause Member to not create any additional security interests (i) under the Security Agreement on terms more favorable than

⁸ For LCE [REDACTED]

those currently offered to Seller, or (ii) under any arrangement similar to the Security Agreement that is generally available to Member's creditors unless Seller is offered the right to participate in such arrangement on terms no less favorable than those offered to the other participants.

(iii) In addition, so long as Buyer (or Member, as applicable) is not in default under this Agreement and Member is not in default under any of the Intercreditor and Collateral Agency Agreement or the Security Agreement, Buyer may request the dissolution of the current Member Lockbox Arrangement in order to permit Member to enter into a substantially similar successor Member Lockbox Arrangement and, provided that Seller is allowed to become a PPA Provider (or its equivalent) and Secured Creditor (or its equivalent) under the successor Member Lockbox Arrangement, Seller hereby agrees that (x) its security interest under the Security Agreement shall terminate, without further action, effective upon the termination of the security interests of all other PPA Providers under the Security Agreement and the grant of a security interest under the successor Member Lockbox Arrangement, and (y) if requested by Buyer, Seller would promptly execute a written termination statement confirming such termination in accordance with Section 7.12 of the Security Agreement.

(c) If Buyer causes Member to provide Member Performance Security, then Buyer shall maintain, or cause Member to maintain, the Member Performance Security in full force and effect until the following have occurred: (i) the Delivery Term has expired or terminated early; and (ii) all payment obligations of Buyer arising under this Agreement, including compensation for penalties, Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting). Following the occurrence of both events, Seller shall promptly return to Buyer the unused portion of the Member Performance Security. If the Member Performance Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating set forth in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the time that Seller is required to return the Member Performance Security, or (iii) fails to honor Seller's properly documented request to draw on such Letter of Credit by such issuer, Buyer shall have five (5) Business Days to either post, or cause Member to post, cash or deliver, or cause Member to deliver, a substitute Letter of Credit that meets the requirements set forth in this Agreement.]⁹

8.12 **Seller's First Priority Security Interest in Cash or Cash Equivalent Collateral.** To secure its obligations under this Agreement, and until released as provided herein, Buyer hereby grants to Seller a present and continuing first-priority security interest ("**Seller's Security Interest**") in, and lien on (and right to net against), and assignment of the [Buyer Performance Security][Member Performance Security], any other cash collateral and cash equivalent collateral posted pursuant to Section 8.11 and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Seller, and Buyer agrees to take, and cause Member to take, all action as Seller reasonably requires in order to perfect Seller's Security Interest in, and lien on (and right to net against), such collateral

9 [REDACTED]

and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after the occurrence of an Event of Default caused by Buyer, an Early Termination Date resulting from an Event of Default caused by Buyer, or an occasion provided for in this Agreement where Seller is authorized to retain all or a portion of the [Buyer Performance Security][Member Performance Security], Seller may do any one or more of the following (in each case subject to the final sentence of this Section 8.12):

(d) Exercise any of its rights and remedies with respect to the [Buyer Performance Security][Member Performance Security], including any such rights and remedies under law then in effect;

(e) Draw on any outstanding Letter of Credit issued for its benefit and retain any cash held by Seller as [Buyer Performance Security][Member Performance Security]; and

(f) Liquidate all [Buyer Performance Security][Member Performance Security] then held by or for the benefit of Seller free from any claim or right of any nature whatsoever of Buyer, including any equity or right of purchase or redemption by Buyer.

Seller shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Buyer’s obligations under this Agreement (Buyer remains liable for any amounts owing to Seller after such application), subject to Seller’s obligation to return any surplus proceeds remaining after these obligations are satisfied in full.

8.13 **No Additional Credit Support.** [Note: credit provisions under review]

[This Agreement sets forth the entirety of the agreement of the Parties regarding credit, collateral and adequate assurances. Except as expressly set forth herein, neither Party has or will have any obligation to post margin, provide letters of credit, pay deposits, make any other prepayments or provide any other financial assurances, in any form whatsoever, or will have reasonable grounds for insecurity with respect to the creditworthiness of a Party that is complying with the relevant provisions of this Agreement; and all implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines, are hereby waived.]¹⁰

[This Agreement sets forth the entirety of the agreement of the Parties regarding credit, collateral and adequate assurances. Except as expressly set forth herein, neither Party has or will have any obligation to post margin, provide letters of credit, pay deposits, make any other prepayments or provide any other financial assurances, in any form whatsoever, or will have reasonable grounds for insecurity with respect to the creditworthiness of a Party or Member that is complying with the relevant provisions of this Agreement; and all implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines, are hereby waived.]¹¹

¹⁰ For LCE [REDACTED]
¹¹ [REDACTED]

ARTICLE 9 NOTICES

9.1 **Addresses for the Delivery of Notices.** Any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth in Exhibit D or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

9.2 **Acceptable Means of Delivering Notice.** Each Notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows: (a) if sent by United States mail with proper first class postage prepaid, three (3) Business Days following the date of the postmark on the envelope in which such Notice was deposited in the United States mail; (b) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next Business Day after the same is delivered by the sending Party to such carrier; (c) if sent by electronic communication (including electronic mail, facsimile, or other electronic means) and if concurrently with the transmittal of such electronic communication the sending Party provides a copy of such electronic Notice by hand delivery or express courier, at the time indicated by the time stamp upon delivery; or (d) if delivered in person, upon receipt by the receiving Party. Notwithstanding the foregoing, Notices of outages or other scheduling or dispatch information or requests, may be sent by electronic communication and shall be considered delivered upon successful completion of such transmission.

ARTICLE 10 FORCE MAJEURE

10.1 **Definition.**

(a) **“Force Majeure Event”** means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance.

(b) Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided by, and are beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, a Force Majeure Event may include an act of God or the elements, such as flooding, lightning, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic; landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance; or strikes or other labor difficulties caused or suffered by a Party or any third party except as set forth below.

(c) Notwithstanding the foregoing, the term **“Force Majeure Event”** does not include (i) economic conditions that render a Party’s performance of this Agreement at the

Contract Price unprofitable or otherwise uneconomic (including Buyer's ability to buy electric energy at a lower price, or Seller's ability to sell Energy generated by the Facility at a higher price, than the Contract Price); (ii) Seller's inability to obtain permits or approvals of any type for the construction, operation, or maintenance of the Facility, except to the extent such inability is caused by a Force Majeure Event; (iii) the inability of a Party to make payments when due under this Agreement, unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event as described above that disables physical or electronic facilities necessary to transfer funds to the payee Party; (iv) a Curtailment Period, except to the extent such Curtailment Period is caused by a Force Majeure Event; (v) Seller's inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Facility except to the extent such inability is caused by a Force Majeure Event; (vi) a strike, work stoppage or labor dispute limited only to any one or more of Seller, Seller's Affiliates, Seller's contractors, their subcontractors thereof or any other third party employed by Seller to work on the Facility; (vii) any equipment failure except if such equipment failure is caused by a Force Majeure Event; or (viii) Seller's inability to achieve Construction Start of the Facility following the Guaranteed Construction Start Date or achieve Commercial Operation following the Guaranteed Commercial Operation Date; it being understood and agreed, for the avoidance of doubt, that the occurrence of a Force Majeure Event may give rise to a Development Cure Period.

10.2 **No Liability If a Force Majeure Event Occurs**. Neither Seller nor Buyer shall be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to a Force Majeure Event. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall take reasonable actions necessary to remove such inability with due speed and diligence. Nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. The obligation to use due speed and diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. Neither Party shall be considered in breach or default of this Agreement if and to the extent that any failure or delay in the Party's performance of one or more of its obligations hereunder is caused by a Force Majeure Event. The occurrence and continuation of a Force Majeure Event shall not suspend or excuse the obligation of a Party to make any payments due hereunder.

10.3 **Notice**. In the event of any delay or nonperformance resulting from a Force Majeure Event, the Party suffering the Force Majeure Event shall (a) as soon as practicable, notify the other Party in writing of the nature, cause, estimated date of commencement thereof, and the anticipated extent of any delay or interruption in performance, and (b) notify the other Party in writing of the cessation or termination of such Force Majeure Event, all as known or estimated in good faith by the affected Party; *provided, however*, that a Party's failure to give timely Notice shall not affect such Party's ability to assert that a Force Majeure Event has occurred unless the delay in giving Notice materially prejudices the other Party.

10.4 **Termination Following Force Majeure Event.**



**ARTICLE 11
DEFAULTS; REMEDIES; TERMINATION**

11.1 **Events of Default.** An “**Event of Default**” shall mean,

(a) with respect to a Party (the “**Defaulting Party**”) that is subject to the Event of Default the occurrence of any of the following:

(i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within five (5) Business Days after Notice thereof;

(ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof;

(iii) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) and such failure is not remedied within thirty (30) days after Notice thereof;

(iv) such Party becomes Bankrupt;

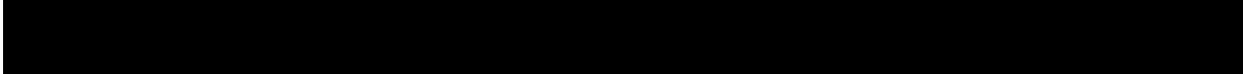
(v) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Section 14.2 or 14.3, as applicable; or

(vi) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party.

(b) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) if at any time, Seller delivers or attempts to deliver to the Delivery Points for sale under this Agreement Energy that was not generated by the Facility, except for Replacement Product;

(ii) 


(iii) 


[REDACTED]

(iv) failure by Seller to satisfy the collateral requirements pursuant to Sections 8.7 or 8.8, including the failure to replenish the Development Security or Performance Security amount in accordance with this Agreement in the event Buyer draws against either for any reason other than to satisfy a Damage Payment;

(v) with respect to any outstanding Letter of Credit provided for the benefit of Buyer that is not then required under this Agreement to be canceled or returned, the failure by Seller to provide for the benefit of Buyer either (1) cash, or (2) a substitute Letter of Credit from a different issuer meeting the criteria set forth in the definition of Letter of Credit, in each case, in the amount required hereunder within five (5) Business Days after Seller receives Notice of the occurrence of any of the following events:

(A) the issuer of the outstanding Letter of Credit shall fail to maintain a Credit Rating of at least BBB by S&P or Baa2 by Moody's;

(B) the issuer of such Letter of Credit becomes Bankrupt;

(C) the issuer of the outstanding Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit and such failure shall be continuing after the lapse of any applicable grace period permitted under such Letter of Credit;

(D) the issuer of the outstanding Letter of Credit shall fail to honor a properly documented request to draw on such Letter of Credit;

(E) the issuer of the outstanding Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit;

(F) such Letter of Credit fails or ceases to be in full force and effect at any time; or

(G) Seller shall fail to renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and as provided in accordance with this Agreement, and in no event less than sixty (60) days prior to the expiration of the outstanding Letter of Credit.

(c) with respect to Buyer as the Defaulting Party, the occurrence of any of the following:

(i) failure by Buyer to satisfy the collateral requirements pursuant to Section 8.11, including the failure to [replenish the Buyer Development Security amount][cause Member to replenish the Member Performance Security amount] in accordance with this Agreement in the event Seller draws against it.

11.2 **Remedies; Declaration of Early Termination Date** . If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (“**Non-Defaulting Party**”) shall have the following rights:

(a) to send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement (“**Early Termination Date**”) that terminates this Agreement (the “**Terminated Transaction**”) and ends the Delivery Term effective as of the Early Termination Date;

(b) to accelerate all amounts owing between the Parties, and to collect as liquidated damages (i) the Damage Payment (in the case of an Event of Default by Seller) or (ii) the Termination Payment calculated in accordance with Section 11.3 below (in the case of an Event of Default by Buyer);

(c) to withhold any payments due to the Defaulting Party under this Agreement;

(d) to suspend performance; and

(e) to exercise any other right or remedy available at law or in equity, including specific performance or injunctive relief, except to the extent such remedies are expressly limited under this Agreement;

provided, that payment by the Defaulting Party of the Damage Payment or Termination Payment, as applicable, shall constitute liquidated damages and the Non-Defaulting Party’s sole and exclusive remedy for any Terminated Transaction and the Event of Default related thereto.

11.3 **Termination Payment**. The Termination Payment (“**Termination Payment**”) for a Terminated Transaction shall be the aggregate of all Settlement Amounts plus any or all other amounts due to or from the Non-Defaulting Party netted into a single amount. If the Non-Defaulting Party’s aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the net Settlement Amount shall be zero. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages; provided, however, that any lost Capacity Attributes and Green Attributes shall be deemed direct damages covered by this Agreement. Without prejudice to the Non-Defaulting Party’s duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (a) the actual damages that the Non-Defaulting Party would incur in connection with a Terminated Transaction would be difficult or impossible to predict with certainty, (b) the Termination Payment or Damage Payment, as applicable, is a reasonable and appropriate approximation of such damages, and (c) the Termination Payment or Damage Payment, as applicable, is the exclusive remedy of the Non-Defaulting Party in connection with a Terminated Transaction but shall not otherwise act to limit any of the Non-Defaulting Party’s

rights or remedies if the Non-Defaulting Party does not elect a Terminated Transaction as its remedy for an Event of Default by the Defaulting Party.

11.4 **Notice of Payment of Termination Payment or Damage Payment.** As soon as practicable after a Terminated Transaction, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment or Damage Payment, as applicable, and whether the Termination Payment or Damage Payment, as applicable, is due to or from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment or Damage Payment, as applicable, shall be made to or from the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

11.5 **Disputes With Respect to Termination Payment or Damage Payment.** If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment or Damage Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment or Damage Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment or Damage Payment shall be determined in accordance with Article 16.

11.6 **Rights And Remedies Are Cumulative.** Except where liquidated damages are provided as the exclusive remedy, the rights and remedies of a Party pursuant to this Article 11 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

11.7 **Mitigation.** Any Non-Defaulting Party shall be obligated to mitigate its Costs, Losses and damages resulting from any Event of Default of the other Party under this Agreement.

ARTICLE 12

LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES.

12.1 **No Consequential Damages.** EXCEPT TO THE EXTENT PART OF AN EXPRESS REMEDY, INDEMNITY PROVISION, OR MEASURE OF DAMAGES HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, BY STATUTE, IN TORT OR CONTRACT, OR OTHERWISE.

12.2 **Waiver and Exclusion of Other Damages.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. ALL LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SELLER'S LIMITATION OF LIABILITY AND THE PARTIES' WAIVER OF

CONSEQUENTIAL DAMAGES, SHALL APPLY EVEN IF THE REMEDIES FOR BREACH OF WARRANTY PROVIDED IN THIS AGREEMENT ARE DEEMED TO “FAIL OF THEIR ESSENTIAL PURPOSE” OR ARE OTHERWISE HELD TO BE INVALID OR UNENFORCEABLE.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS AND EXCLUSIVE REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR’S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR’S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY. THE VALUE OF ANY TAX BENEFITS, DETERMINED ON AN AFTER-TAX BASIS, LOST DUE TO BUYER’S DEFAULT (WHICH SELLER HAS NOT BEEN ABLE TO MITIGATE AFTER USE OF REASONABLE EFFORTS) AND AMOUNTS DUE IN CONNECTION WITH THE RECAPTURE OF ANY RENEWABLE ENERGY INCENTIVES, IF ANY, SHALL BE DEEMED TO BE DIRECT DAMAGES.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, INCLUDING UNDER SECTIONS 3.9, 4.7, 11.2 AND 11.3, AND AS PROVIDED IN EXHIBIT B AND EXHIBIT F, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEST SUCH PAYMENTS AS AN UNREASONABLE PENALTY.

THE PARTIES ACKNOWLEDGE AND AGREE THAT MONEY DAMAGES AND THE EXPRESS REMEDIES PROVIDED FOR HEREIN ARE AN ADEQUATE REMEDY FOR THE BREACH BY THE OTHER OF THE TERMS OF THIS AGREEMENT, AND EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO SPECIFIC PERFORMANCE WITH RESPECT TO ANY OBLIGATION OF THE OTHER PARTY UNDER THIS AGREEMENT.

ARTICLE 13
REPRESENTATIONS AND WARRANTIES; AUTHORITY

13.1 **Seller’s Representations and Warranties.** As of the Effective Date, Seller represents and warrants as follows:

(a) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and is qualified to conduct business in

each jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of Seller.

(b) Seller has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Seller’s performance under this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary corporate action on the part of Seller and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Seller or any other party to any other agreement with Seller.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Seller with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Seller, subject to any permits that have not yet been obtained by Seller, the documents of formation of Seller or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which any of its property is bound.

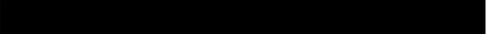
(d) This Agreement has been duly executed and delivered by Seller. This Agreement is a legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors’ rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) The Facility is located in the State of California.

13.2 **Buyer’s Representations and Warranties.** As of the Effective Date, Buyer represents and warrants as follows:

(a) 

(b) Buyer has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Buyer’s performance under this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary action on the part of Buyer and does not and will not require the consent

12 

of any trustee or holder of any indebtedness or other obligation of Buyer or any other party to any other agreement with Buyer.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Buyer with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Buyer, including but not limited to community choice aggregation, the Joint Powers Act, competitive bidding, public notice, open meetings, election, referendum, or prior appropriation requirements, the documents of formation of Buyer or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Buyer is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Buyer. This Agreement is a legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) Buyer warrants and covenants that with respect to its contractual obligations under this Agreement, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (1) suit, (2) jurisdiction of court, (3) relief by way of injunction, order for specific performance or recovery of property, (4) attachment of assets, or (5) execution or enforcement of any judgment.

(f) Buyer is a "local public entity" as defined in Section 900.4 of the Government Code of the State of California.

(g) Buyer cannot assert sovereign immunity as a defense to the enforcement of its obligations under this Agreement.

13.3 **General Covenants.** Each Party covenants that commencing on the Effective Date and continuing throughout the Contract Term:

(a) It shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and to be qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on its business or financial condition;

(b) It shall maintain (or obtain from time to time as required) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

(c) It shall perform its obligations under this Agreement in compliance with all terms and conditions in its governing documents and any contracts to which it is a party and in material compliance with any Law.

**ARTICLE 14
ASSIGNMENT**

14.1 **General Prohibition on Assignments.** Except as provided below and in Article 15, neither Seller nor Buyer may voluntarily assign its rights nor delegate its duties under this Agreement, or any part of such rights or duties, without the written consent of the other Party,

[REDACTED]

14.2 **Permitted Assignment; Change of Control of Seller.**

[REDACTED]

14.3 **Permitted Assignment; Change of Control of Buyer.** [Buyer may assign its interest in this Agreement to [REDACTED] without Seller's consent, provided that (i) [REDACTED] and this Agreement are still subject to a Member Lockbox Arrangement for the benefit of Seller in accordance with Section 8.11 or (ii) [REDACTED] has provided other performance assurance reasonably acceptable to Seller.]¹³ ; *provided, further*, that in each such case, no fewer than fifteen (15) Business Days before such assignment Buyer (x) notifies Seller of such assignment and (y) provides to Seller a written agreement signed by the Person to which Buyer wishes to assign its interests stating that such Person agrees to assume all of Buyer's obligations and liabilities under this Agreement and under any consent to assignment and other documents previously entered into by Seller as

13 [REDACTED]

described in Section 15.2(b). Any assignment by Buyer, its successors or assigns under this Section 14.3 shall be of no force and effect unless and until such Notice and agreement by the assignee have been received and accepted by Seller. [Note: Buyer assignment rights to be discussed]

**ARTICLE 15
LENDER ACCOMMODATIONS**

15.1 **Granting of Lender Interest.** Notwithstanding anything to the contrary in Section 14.2 or Section 14.3, either Party may, without the consent of the other Party, grant an interest (by way of collateral assignment, or as security, beneficially or otherwise) in its rights and/or obligations under this Agreement to any Lender. Each Party's obligations under this Agreement shall continue in their entirety in full force and effect. Promptly after granting such interest, the granting Party shall notify the other Party in writing of the name, address, and telephone and facsimile numbers of any Lender to which the granting Party's interest under this Agreement has been assigned. Such Notice shall include the names of the Lenders to whom all written and telephonic communications may be addressed. After giving the other Party such initial Notice, the granting Party shall promptly give the other Party Notice of any change in the information provided in the initial Notice or any revised Notice. Without limiting the foregoing, Buyer agrees and acknowledges that Seller may elect to finance all or any portion of the Facility or the Interconnection Facilities (1) utilizing tax equity investment, or (2) on a portfolio or other aggregated basis, which may include cross-collateralization or similar arrangements.

15.2 **Rights of Lender.** If a Party grants an interest under this Agreement as permitted by Section 15.1, the following provisions shall apply:

(a) Lender shall have the right, but not the obligation, to perform any act required to be performed by the granting Party under this Agreement to prevent or cure a default by the granting Party in accordance with Section 11.2 and such act performed by Lender shall be as effective to prevent or cure a default as if done by the granting Party.

(b) The other Party shall cooperate with the granting Party or any Lender, to execute or arrange for the delivery of certificates, consents, opinions, estoppels, direct agreements, amendments and other documents reasonably requested by the granting Party or Lender in order to consummate any financing or refinancing and shall enter into reasonable agreements with such Lender that provide that Buyer recognizes the Lender's security interest and such other provisions as may be reasonably requested by Seller or any such Lender; *provided*, however, that all costs and expenses (including reasonable attorney's fees) incurred by Buyer in connection therewith shall be borne by Seller.

(c) Each Party agrees that no Lender shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Agreement on the part of the granting Party or shall have any obligation or liability to the other Party with respect to this Agreement except to the extent any Lender has expressly assumed the obligations of the granting Party hereunder; *provided* that the non-granting Party shall nevertheless be entitled to exercise all of its rights hereunder in the event that the granting Party or Lender fails to perform the granting Party's obligations under this Agreement.

15.3 **Cure Rights of Lender.** The non-granting Party shall provide Notice of the occurrence of any Event of Default described in Section 11.1 or 11.2 hereof to any Lender, and such Party shall accept a cure performed by any Lender and shall negotiate in good faith with any Lender as to the cure period(s) that will be allowed for any Lender to cure any granting Party Event of Default hereunder. The non-granting Party shall accept a cure performed by any Lender so long as the cure is accomplished within the applicable cure period so agreed to between the non-granting Party and any Lender. Notwithstanding any such action by any Lender, the granting Party shall not be released and discharged from and shall remain liable for any and all obligations to the non-granting Party arising or accruing hereunder. The cure rights of Lender may be documented in the certificates, consents, opinions, estoppels, direct agreements, amendments and other documents reasonably requested by the granting Party pursuant to Section 15.2(b).

ARTICLE 16 DISPUTE RESOLUTION

16.1 **Governing Law.** This agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of Law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this agreement.

16.2 **Dispute Resolution.** In the event of any dispute arising under this Agreement, within ten (10) days following the receipt of a written Notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within the earlier of either thirty (30) days of initiating such discussions, or within forty (40) days after Notice of the dispute, either Party may seek any and all remedies available to it at Law or in equity, subject to the limitations set forth in this Agreement.

16.3 **Attorneys' Fees.** In any proceeding brought to enforce this Agreement or because of the breach by any Party of any covenant or condition herein contained, the prevailing Party shall be entitled to reasonable attorneys' fees (including reasonably allocated fees of in-house counsel) in addition to court costs and any and all other costs recoverable in said action.

ARTICLE 17 INDEMNIFICATION

17.1 **Indemnification.**

(a) Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party and its Affiliates, directors, officers, employees and agents (collectively, the "**Indemnified Party**") from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) for personal injury or death to Persons and damage to the property of any third party to the extent arising out of, resulting from, or caused by the negligent or willful misconduct of the Indemnifying Party, its Affiliates, its directors, officers, employees, or agents.

(b) Nothing in this Section 17.1 shall enlarge or relieve Seller or Buyer of any liability to the other for any breach of this Agreement. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

17.2 **Claims.** Promptly after receipt by a Party of any claim or Notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article 17 may apply, the Indemnified Party shall notify the Indemnifying Party in writing of such fact. The Indemnifying Party shall assume the defense thereof with counsel designated by such Party and satisfactory to the Indemnified Party, *provided, however,* that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the Indemnifying Party's expense, unless a liability insurer is willing to pay such costs. If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or pay such claim, *provided* that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement. Except as otherwise provided in this Article 17, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article 17, the amount owing to the Indemnified Party will be the amount of the Indemnified Party's damages net of any insurance proceeds received by the Indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

ARTICLE 18 INSURANCE

18.1 Insurance.

(a) **General Liability.** Seller shall maintain, or cause to be maintained at its sole expense, (i) commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of One Million Dollars (\$1,000,000) per occurrence, and an annual aggregate of not less than Two Million Dollars (\$2,000,000), endorsed to provide contractual liability in said amount, specifically covering Seller's obligations under this Agreement and naming Buyer as an additional insured; and (ii) an umbrella insurance policy in a minimum limit of liability of Five Million Dollars (\$5,000,000) Defense costs shall be provided as an additional benefit and not included within the limits of liability. Such insurance shall contain standard cross-liability and severability of interest provisions.

(b) **Employer's Liability Insurance.** Employers' Liability insurance shall not be less than One Million Dollars (\$1,000,000.00) for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the One Million Dollar (\$1,000,000) policy limit will apply to each employee.

(c) Workers Compensation Insurance. Seller, if it has employees, shall also maintain at all times during the Contract Term workers' compensation and employers' liability insurance coverage in accordance with applicable requirements of Law.

(d) Business Auto Insurance. Seller shall maintain at all times during the Contract Term business auto insurance for bodily injury and property damage with limits of One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of Seller's use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement.

(e) Construction All-Risk Insurance. Seller shall maintain or cause to be maintained during the construction of the Facility prior to the Commercial Operation Date, construction all-risk form property insurance covering the Facility during such construction periods, and naming the Seller (and Lender if any) as the loss payee.

(f) Subcontractor Insurance. Seller shall require all of its subcontractors to carry: (i) comprehensive general liability insurance with a combined single limit of coverage not less than One Million Dollars (\$1,000,000); (ii) workers' compensation insurance and employers' liability coverage in accordance with applicable requirements of Law; and (iii) business auto insurance for bodily injury and property damage with limits of one million dollars (\$1,000,000) per occurrence. All subcontractors shall name Seller as an additional insured to insurance carried pursuant to clauses (f)(i) and (f)(iii). All subcontractors shall provide a primary endorsement and a waiver of subrogation to Seller for the required coverage pursuant to this Section 18.1(f).

(g) Evidence of Insurance. Within ten (10) days after execution of the Agreement and upon annual renewal thereafter, Seller shall deliver to Buyer certificates of insurance evidencing such coverage. These certificates shall specify that Buyer shall be given at least thirty (30) days prior Notice by Seller in the event of any material modification, cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Buyer. Any other insurance maintained by Seller is for the exclusive benefit of Seller and shall not in any manner inure to the benefit of Buyer. Seller shall also comply with all insurance requirements by any renewable energy or other incentive program administrator or any other applicable authority.

(h) Failure to Comply with Insurance Requirements. If Seller fails to comply with any of the provisions of this Article 18, Seller, among other things and without restricting Buyer's remedies under the Law or otherwise, shall, at its own cost and expense, act as an insurer and provide insurance in accordance with the terms and conditions above. With respect to the required general liability, umbrella liability and commercial automobile liability insurance, Seller shall provide a current, full and complete defense to Buyer, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, employees, assigns, and successors in interest, in response to a third-party claim in the same manner that an insurer would have, had the insurance been maintained in accordance with the terms and conditions set forth above. In addition, alleged violations of the provisions of this Article 18 means that Seller has the initial burden of proof regarding any legal justification for refusing or withholding coverage and Seller shall face the same liability and damages as an insurer for wrongfully refusing or withholding coverage in accordance with the laws of California.

ARTICLE 19 CONFIDENTIAL INFORMATION

19.1 **Definition of Confidential Information.** The following constitutes “**Confidential Information**,” whether oral or written which is delivered by Seller to Buyer or by Buyer to Seller including: (a) proposals and negotiations until this Agreement is approved and executed by the Buyer, and (b) information that either Seller or Buyer stamps or otherwise identifies as “confidential” or “proprietary” before disclosing it to the other. Confidential Information does not include (i) information that was publicly available at the time of the disclosure, other than as a result of a disclosure in breach of this Agreement; (ii) information that becomes publicly available through no fault of the recipient after the time of the delivery; (iii) information that was rightfully in the possession of the recipient (without confidential or proprietary restriction) at the time of delivery or that becomes available to the recipient from a source not subject to any restriction against disclosing such information to the recipient; and (iv) information that the recipient independently developed without a violation of this Agreement.

19.2 **Duty to Maintain Confidentiality.** Confidential Information will retain its character as Confidential Information but may be disclosed by the recipient if and to the extent such disclosure is required (a) to be made by any requirements of Law, (b) pursuant to an order of a court or (c) in order to enforce this Agreement. The originator or generator of Confidential Information may use such information for its own uses and purposes, including the public disclosure of such information at its own discretion.

19.3 **Irreparable Injury; Remedies.** Buyer and Seller each agree that disclosing Confidential Information of the other in violation of the terms of this Article 19 may cause irreparable harm, and that the harmed Party may seek any and all remedies available to it at Law or in equity, including injunctive relief and/or notwithstanding Section 12.2, consequential damages.

19.4 **Disclosure to Lender.** Notwithstanding anything to the contrary in this Article 19, Confidential Information may be disclosed by Seller to any potential Lender or any of its agents, consultants or trustees so long as the Person to whom Confidential Information is disclosed agrees in writing to be bound by the confidentiality provisions of this Article 19 to the same extent as if it were a Party.

19.5 **Public Statements.** Neither Party shall issue (or cause its Affiliates to issue) a press release regarding the transactions contemplated by this Agreement unless both Parties have agreed upon the contents of any such public statement.

ARTICLE 20 MISCELLANEOUS

20.1 **Entire Agreement; Integration; Exhibits.** This Agreement, together with the Cover Sheet and Exhibits attached hereto constitutes the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by

reference. The headings used herein are for convenience and reference purposes only. In the event of a conflict between the provisions of this Agreement and those of the Cover Sheet or any Exhibit, the provisions of first the Cover Sheet, and then this Agreement shall prevail, and such Exhibit shall be corrected accordingly. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

20.2 **Amendments.** This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer; *provided*, that, for the avoidance of doubt, this Agreement may not be amended by electronic mail communications.

20.3 **No Waiver.** Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

20.4 **No Agency, Partnership, Joint Venture or Lease.** Seller and the agents and employees of Seller shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of Buyer. Under this Agreement, Seller and Buyer intend to act as energy seller and energy purchaser, respectively, and do not intend to be treated as, and shall not act as, partners in, co-venturers in or lessor/lessee with respect to the Facility or any business related to the Facility. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

20.5 **Severability.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

20.6 **Mobile-Sierra.** Notwithstanding any other provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206 or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party shall be the “public interest” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956). Changes proposed by a non-Party or FERC acting *sua sponte* shall be subject to the most stringent standard permissible under applicable law.

20.7 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

20.8 **Facsimile or Electronic Delivery.** This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic format (including portable document format (.pdf)) delivery of the signature page of a counterpart to the other Party, and, if delivery is made by facsimile or other electronic format, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Party, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.

20.9 **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

20.10 [REDACTED]

20.11 **Lockbox Account.** [Note: credit provisions under review] [For so long as the Buyer Lockbox Arrangement exists, Seller agrees that Buyer’s obligations to make payments with respect to this Agreement are to be made solely from the Buyer Lockbox Arrangement as set forth in the applicable Security Agreement. For so long as either (a) the Buyer Lockbox Arrangement exists or (b) Buyer has provided and continues to maintain Buyer Performance Security for the benefit of Seller, obligations to make payments under the Agreement do not constitute any kind of indebtedness of Buyer or create any kind of lien on, or security interest in, any property or revenues of Buyer, except as set forth in the Buyer Lockbox Arrangement or Buyer Performance Security, as applicable.]¹⁵

[REDACTED]

20.12 **Change in Electric Market Design.** If a change in the CAISO Tariff renders this Agreement or any provisions hereof incapable of being performed or administered, then any Party may request that Buyer and Seller enter into negotiations to make the minimum changes to this

14 [REDACTED]
15 For LCE [REDACTED]
16 [REDACTED]

Agreement necessary to make this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Effective Date. Upon delivery of such a request, Buyer and Seller shall engage in such negotiations in good faith. If Buyer and Seller are unable, within sixty (60) days after delivery of such request, to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then any Party may submit issues pertaining to changes to this Agreement to the dispute resolution process set forth in Article 16. Notwithstanding the foregoing, (i) a change in cost shall not in and of itself be deemed to render this Agreement or any of the provisions hereof incapable of being performed or administered, or constitute, or form the basis of, a Force Majeure Event, and (ii) all of unaffected provisions of this Agreement shall remain in full force and effect during any period of such negotiation or dispute resolution.

EXHIBIT A

DESCRIPTION OF THE FACILITY

Site Name:

Site includes all or some of the following APNs:

County: Kern

Guaranteed Capacity: 28.8 MW

Interconnection Points: 14.4 MW wind sub-project: SCE's Windhub Substation
7.2 MW wind sub-project: SCE's Puff 12 kV distribution circuit
7.2 MW wind sub-project: SCE's Keene 12kV distribution circuit

P-node/Delivery Points: For each sub-project, the PNode assigned to such sub-project by the CAISO

Additional Information:.

EXHIBIT B

FACILITY CONSTRUCTION AND COMMERCIAL OPERATION

[UNDER REVIEW]

1. **Construction of the Facility.**

- a. Seller shall cause construction to begin on the Facility by the Expected Construction Start Date, (as such date may be extended by the Development Cure Period, the “**Guaranteed Construction Start Date**”). “**Construction Start**” will occur upon Seller’s acquisition of all applicable regulatory authorizations, approvals and permits for the commencement of construction of the Generating Facility, and execution of an engineering, procurement, and construction contract and issuance thereunder of a notice to proceed that authorizes the contractor to mobilize to Site and begin physical construction (including, at a minimum, excavation for foundations or the installation or erection of improvements) at the Site. The date of Construction Start will be evidenced by and subject to Seller’s delivery to Buyer of a certificate substantially in the form attached as Exhibit J hereto, and the date certified therein shall be the “**Construction Start Date**”.
- b. If Construction Start is not achieved by the Guaranteed Construction Start Date, Seller shall pay Daily Delay Damages to Buyer on account of such delay. Daily Delay Damages shall be payable for each day for which Construction Start has not begun by the Guaranteed Construction Start Date. Daily Delay Damages shall be payable to Buyer by Seller until the earlier of (i) Seller reaches Construction Start of the Facility, or (ii) Daily Delay Damages have become payable for one hundred twenty (120) days. On or before the tenth (10th) day of each month, Buyer shall invoice Seller for Daily Delay Damages, if any, accrued during the prior month and, within ten (10) Business Days following Seller’s receipt of such invoice, Seller shall pay Buyer the amount of the Daily Delay Damages set forth in such invoice. Daily Delay Damages shall be refundable to Seller pursuant to Section 2(b) of this Exhibit B. The Parties agree that Buyer’s receipt of Daily Delay Damages shall be Buyer’s sole and exclusive remedy for the delay in achieving the Construction Start Date on or before the Guaranteed Construction Start Date, but shall (x) not be construed as Buyer’s declaration that an Event of Default has occurred under any provision of Section 11.1 and (y) not limit Buyer’s right to receive a Damage Payment upon exercise of Buyer’s rights pursuant to Section 11.2.

2. **Commercial Operation of the Facility.** “**Commercial Operation**” means the condition existing when (i) Seller has fulfilled all of the conditions precedent in Section 2.2 of the Agreement and (ii) Seller has confirmed to Buyer in writing that Commercial Operation has been achieved. The “**Commercial Operation Date**” shall be the later of (x) [the Expected Commercial Operation Date] or (y) the date on which Commercial Operation is achieved. [Note: early COD to be discussed]

- a. Seller shall cause Commercial Operation for the Facility to occur by the Expected Commercial Operation Date (as such date may be extended by the Development

Cure Period (defined below), the “**Guaranteed Commercial Operation Date**”). Seller shall notify Buyer that it intends to achieve Commercial Operation at least sixty (60) days before the anticipated Commercial Operation Date.

- b. If Seller achieves Commercial Operation by the Guaranteed Commercial Operation Date, all Daily Delay Damages paid by Seller shall be refunded to Seller. Seller shall include the request for refund of the Daily Delay Damages with the first invoice to Buyer after Commercial Operation.
- c. If Seller does not achieve Commercial Operation by the Guaranteed Commercial Operation Date, Seller shall pay Commercial Operation Delay Damages to Buyer for each day after the Guaranteed Commercial Operation Date until the Commercial Operation Date. Commercial Operation Delay Damages shall be payable to Buyer by Seller until the Commercial Operation Date. On or before the tenth (10th) day of each month, Buyer shall invoice Seller for Commercial Operation Delay Damages, if any, accrued during the prior month. The Parties agree that Buyer’s receipt of Commercial Operation Delay Damages shall be Buyer’s sole and exclusive remedy for the first [sixty (60)] days of delay in achieving the Commercial Operation Date on or before the Guaranteed Commercial Operation Date, but shall (x) not be construed as Buyer’s declaration that an Event of Default has occurred under any provision of Section 11.1 and (y) not limit Buyer’s right to receive a Damage Payment upon exercise of Buyer’s default right pursuant to Section 11.2.

3. **Termination for Failure to Achieve Commercial Operation.** [REDACTED]

4. **Extension of the Guaranteed Dates.** The Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date shall be automatically extended on a day-for-day basis (the “**Development Cure Period**”) for the duration of the following delays:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Upon request from Buyer, Seller shall provide documentation demonstrating to Buyer's reasonable satisfaction that the delays described above did not result from Seller's actions or failure to take commercially reasonable actions.

5. **Failure to Reach Guaranteed Capacity.** If, at Commercial Operation, the Installed Capacity is less than the Guaranteed Capacity, [REDACTED]

[REDACTED]

in the event that the Installed Capacity is still less than the Guaranteed Capacity as of such date, Seller shall pay "**Capacity Damages**" to Buyer.

[REDACTED]

6. **Buyer's Right to Draw on Development Security.** If Seller fails to timely pay any Daily Delay Damages or Commercial Operation Delay Damages, Buyer may draw upon the Development Security to satisfy Seller's payment obligation thereof, and Seller shall replenish the Development Security to its full amount within five (5) Business Days after such draw.

EXHIBIT C
RESERVED

EXHIBIT D

NOTICES

<p>TEHACHAPI PLAINS WIND, LLC (“Seller”)</p>	<p align="right">_____ (“Buyer”)</p>
<p>All Notices: Terra-Gen, LLC 11455 El Camino Real, Suite 160 San Diego, CA 92130</p> <p>With a copy to: Jeff.Cast@terra-gen.com <jcast@terra-gen.com></p>	<p>All Notices:</p> <p>Street: City: Attn:</p> <p>Phone: Facsimile: Email:</p>
<p>Reference Numbers: Duns: Federal Tax ID Number:</p>	<p>Reference Numbers: Duns: Federal Tax ID Number:</p>
<p>Invoices: Attn: Phone: Facsimile: E-mail:</p>	<p>Invoices: Attn: Phone: Facsimile: E-mail:</p>
<p>Scheduling: TG Operations Center at 661-822-2440 or 661-822-2441</p>	<p>Scheduling: Attn: Phone: Facsimile: Email:</p>
<p>Confirmations: Attn: Phone: Facsimile: Email:</p>	<p>Confirmations: Attn: Phone: Facsimile: Email:</p>
<p>Payments: Attn: Phone: Facsimile: E-mail:</p>	<p>Payments: Attn: Phone: Facsimile: E-mail:</p>
<p>Wire Transfer: BNK: ABA: ACCT:</p>	<p>Wire Transfer: BNK: ABA: ACCT:</p>

TEHACHAPI PLAINS WIND, LLC (“Seller”)	_____ (“Buyer”)
With additional Notices of an Event of Default to: Attn: Phone: Facsimile: E-mail:	With additional Notices of an Event of Default to: Attn: Phone: Facsimile: E-mail:
Emergency Contact: Attn: Operations 24/7 Desk Phone: 661-822-2440 or 661-822-2441 Facsimile: 661-822-240 Email:	Emergency Contact: Attn: Phone: Facsimile: Email:

EXHIBIT E
RESERVED

EXHIBIT F

GUARANTEED ENERGY PRODUCTION DAMAGES CALCULATION

In accordance with Section 4.7, if Seller fails to achieve the Guaranteed Energy Production during any Performance Measurement Period, a liquidated damages payment shall be due from Seller to Buyer, calculated as follows:

$$[(A - B) * (C - D)]$$

where:

A = the Guaranteed Energy Production amount for the Performance Measurement Period, in MWh

B = the Adjusted Energy Production amount for the Performance Measurement Period, in MWh

C = Replacement price for the Performance Measurement Period, in \$/MWh, which is the sum of (a) the simple average of the Integrated Forward Market hourly price for all the hours in the Performance Measurement Period, as published by the CAISO, for the SP 15 Existing Zone Generation Trading Hub (as defined in the CAISO Tariff), [REDACTED]

D = the Contract Price for the Performance Measurement Period, in \$/MWh

No payment shall be due if the calculation of (A - B) or (C - D) yields a negative number.

Within sixty (60) days after each Performance Measurement Period, Buyer will send Seller Notice of the amount of damages owing, if any, which shall be payable to Buyer before the later of (a) thirty (30) days of such Notice and (b) ninety (90) days after each Performance Measurement Period, provided that the amount of damages owing shall be adjusted to account for Replacement Product, if any, delivered after each applicable Performance Measurement Period.

Additional Definitions:

“**Adjusted Energy Production**” shall mean the sum of the following: Metered Energy + Deemed Delivered Energy + Lost Output + Replacement Product.

“**Lost Output**” means the sum of electric energy in MWh that would have been generated and delivered for sale hereunder, but was not, on account of Force Majeure Event, Buyer Default, or Curtailment Order. The additional MWh shall be calculated using Buyer’s Share of the equation provided by Seller to reflect the potential generation of the Facility as a function of Available Capacity, wind speed, and wind direction and using relevant Facility availability, weather and other pertinent data for the period of time during the period in which the Force Majeure Event, Buyer Default, or Curtailment Order occurred.

“Replacement Green Attributes” means Renewable Energy Credits of the same Portfolio Content Category (i.e., PCC1) as the Product and of the same timeframe for retirement as the Renewable Energy Credits that would have been generated by the Facility during the Performance Measurement Period for which the Replacement Green Attributes are being provided.

“Replacement Energy” means energy produced by the Facility or a facility other than the Facility that, at the time delivered to Buyer, qualifies under Public Utilities Code 399.16(b)(1), and has Green Attributes that have the same or comparable value, including with respect to the timeframe for retirement of such Green Attributes, if any, as the Green Attributes that would have been generated by the Facility during the Contract Year for which the Replacement Energy is being provided.

“Replacement Product” means (a) Replacement Energy, and (b) all Replacement Green Attributes.

EXHIBIT G
PROGRESS REPORTING FORM

Each Progress Report must include the following items:

1. Executive Summary.
2. Facility description.
3. Site plan of the Facility.
4. Description of any planned changes to the Facility or the site.
5. Gantt chart schedule showing progress on achieving each of the Milestones.
6. Summary of activities during the previous calendar month, including any OSHA labor hour reports.
7. Forecast of activities scheduled for the current calendar quarter.
8. Written description about the progress relative to Seller's Milestones, including whether Seller has met or is on target to meet the Milestones.
9. List of issues that could potentially affect Seller's Milestones.
10. A status report of start-up activities including a forecast of activities ongoing and after start-up, a report on Facility performance including performance projections for the next twelve (12) months.
11. Progress and schedule of all agreements, contracts, permits, approvals, technical studies, financing agreements and major equipment purchase orders showing the start dates, completion dates, and completion percentages.
12. Pictures, in sufficient quantity and of appropriate detail, in order to document construction and startup progress of the Facility, the interconnection into the Transmission System and all other interconnection utility services.
13. Any other documentation reasonably requested by Buyer.

EXHIBIT H
RESERVED

EXHIBIT I-1

FORM OF COMMERCIAL OPERATION DATE CERTIFICATE

[NOTE: TO BE UPDATED]

This certification (“**Certification**”) of Commercial Operation is delivered by _____ [*licensed professional engineer*] (“**Engineer**”) to [Buyer] (“**Buyer**”) in accordance with the terms of that certain Power Purchase and Sale Agreement dated _____ (“**Agreement**”) by and between [Seller] and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Engineer hereby certifies and represents to Buyer the following:

- (1) Seller has installed equipment with a nameplate capacity of no less than [eighty-five percent (85%)] of the Guaranteed Capacity.
- (2) Authorization to parallel the Facility was obtained by the Participating Transmission Provider, [Name of Participating Transmission Owner as appropriate] on ___ [DATE] ___
- (3) The Participating Transmission Provider or Distribution Provider has provided documentation supporting full unrestricted release for Commercial Operation by [Name of Participating Transmission Owner as appropriate] on _____ [DATE] _____.
- (4) The CAISO has provided notification supporting Commercial Operation, in accordance with the CAISO tariff on _____ [DATE] _____.

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this _____ day of _____, 20__.

[LICENSED PROFESSIONAL ENGINEER]

By: _____

Its: _____

Date: _____

EXHIBIT I-2

FORM OF INSTALLED CAPACITY CERTIFICATE

[NOTE: TO BE UPDATED]

This certification (“**Certification**”) of Installed Capacity is delivered by [licensed professional engineer] (“**Engineer**”) to [Buyer] (“**Buyer**”) in accordance with the terms of that certain Power Purchase and Sale Agreement dated _____ (“**Agreement**”) by and between [SELLER ENTITY] and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

The aggregate nameplate capacity of the installed generating units comprising the Facility, less expected Station Use and Electrical Losses prior to the Delivery Points, is __MW AC (“**Installed Capacity**”).

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this _____ day of _____, 20__.

[LICENSED PROFESSIONAL ENGINEER]

By: _____

Its: _____

Date: _____

EXHIBIT J

FORM OF CONSTRUCTION START DATE CERTIFICATE

This certification ("**Certification**") of the Construction Start Date is delivered by [SELLER ENTITY] ("**Seller**") to [*Buyer*] ("**Buyer**") in accordance with the terms of that certain Power Purchase and Sale Agreement dated _____ ("**Agreement**") by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Seller hereby certifies and represents to Buyer the following:

- (1) the EPC Contract related to the Facility was executed on _____;
- (2) the Limited Notice to Proceed with the construction of the Facility was issued on _____ (attached);
- (3) the Construction Start Date has occurred;
- (4) the precise Site on which the Facility is located is, which must be within a one-mile radius of the boundaries of the previously identified Site: _____ (such description shall amend the description of the Site in Exhibit A).

IN WITNESS WHEREOF, the undersigned has executed this Certification on behalf of Seller as of the ___ day of _____.

[SELLER ENTITY]

By: _____

Its: _____

Date: _____

EXHIBIT K
FORM OF LETTER OF CREDIT

[UNDER REVIEW]

[Issuing Bank Letterhead and Address]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [XXXXXXXX]

Date:

Bank Ref.:

Amount: US\$[XXXXXXXXXX]

Expiry Date:

Beneficiary:

[]

[Address]

[]

Ladies and Gentlemen:

By the order of _____ (“Applicant”), we, [insert bank name and address] (“Issuer”) hereby issue our Irrevocable Standby Letter of Credit No. [XXXXXXXX] (the “Letter of Credit”) in favor of [] (“Beneficiary”), [], for an amount not to exceed the aggregate sum of U.S. \$[XXXXXXXX] (United States Dollars [XXXXXX] and 00/100), pursuant to that certain Power Purchase and Sale Agreement dated as of _____ and as amended (the “Agreement”) between Applicant and Beneficiary. This Letter of Credit shall become effective immediately and shall expire on _____, 201_.

Funds under this Letter of Credit are available to you against your draft(s) drawn on us at sight, referencing thereon our Letter of Credit No. [XXXXXXXX] accompanied by your dated statement purportedly signed by your duly authorized representative, in the form attached hereto as Exhibit A, containing one of the two alternative paragraphs set forth in paragraph 2 therein.

We hereby agree with the Beneficiary that all drafts drawn under and in compliance with the terms

of this Letter of Credit, that such drafts will be duly honored upon presentation to the drawee at [insert bank address]. Payment shall be made by Issuer in U.S. dollars with Issuer's own immediately available funds.

Partial draws are permitted under this Letter of Credit.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without an amendment for a one year period beginning on the present expiry date hereof and upon each anniversary for such date, unless at least one hundred twenty (120) days prior to any such expiry date we have sent to you written notice by overnight courier service that we elect not to extend this Letter of Credit, in which case it will expire on its the date specified in such notice. No presentation made under this Letter of Credit after such expiry date will be honored.

Notwithstanding any reference in this Letter of Credit to any other documents, instruments or agreements, this Letter of Credit contains the entire agreement between Beneficiary and Issuer relating to the obligations of Issuer hereunder.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600 (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern. In the event of an act of God, riot, civil commotion, insurrection, war or any other cause beyond Issuer's control (as defined in Article 36 of the UCP) that interrupts Issuer's business and causes the place for presentation of the Letter of Credit to be closed for business on the last day for presentation, the expiry date of the Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

Please address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department at [insert bank address information], referring specifically to Issuer's Letter of Credit No. [XXXXXXXX]. For telephone assistance, please contact Issuer's Standby Letter of Credit Department at [XXX-XXX-XXXX] and have this Letter of Credit available.

[Bank Name]

[Insert officer name]
[Insert officer title]

(DRAW REQUEST SHOULD BE ON BENEFICIARY’S LETTERHEAD)

Drawing Certificate

[Insert Bank Name and Address]

Ladies and Gentlemen:

The undersigned, a duly authorized representative of [], [], as beneficiary (the “Beneficiary”) of the Irrevocable Letter of Credit No. [XXXXXXX] (the “Letter of Credit”) issued by [insert bank name] (the “Bank”) by order of _____ (the “Applicant”), hereby certifies to the Bank as follows:

- 1. Applicant and Beneficiary are party to that certain Power Purchase and Sale Agreement dated as of _____, 20__ (the “Agreement”).
- 2. Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. \$_____ because a [Buyer][Seller] Event of Default (as such term is defined in the Agreement) has occurred.

or

Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. \$_____, which equals the full available amount under the Letter of Credit, because Applicant is required to maintain the Letter of Credit in force and effect beyond the expiration date of the Letter of Credit but has failed to provide Beneficiary with a replacement Letter of Credit or other acceptable instrument within thirty (30) days prior to such expiration date.

- 3. The undersigned is a duly authorized representative of [] and is authorized to execute and deliver this Drawing Certificate on behalf of Beneficiary.

You are hereby directed to make payment of the requested amount to [] by wire transfer in immediately available funds to the following account:

[Specify account information]

[]

Name and Title of Authorized Representative

Date_____

EXHIBIT L

FORM OF REPLACEMENT RA NOTICE

This Replacement RA Notice (this “**Notice**”) is delivered by [SELLER ENTITY] (“**Seller**”) to [Buyer] (“**Buyer**”) in accordance with the terms of that certain Power Purchase and Sale Agreement dated _____ (“**Agreement**”) by and between Seller and Buyer. All capitalized terms used in this Notice but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Pursuant to Section 3.9(b) of the Agreement, Seller hereby provides the below Replacement RA product information:

Unit Information¹

Name	
Location	
CAISO Resource ID	
Unit SCID	
Prorated Percentage of Unit Factor	
Resource Type	
Point of Interconnection with the CAISO Controlled Grid (“substation or transmission line”)	
Path 26 (North or South)	
LCR Area (if any)	
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment	
Run Hour Restrictions	
Delivery Period	

Month	Unit CAISO NQC (MW)	Unit Contract Quantity (MW)
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

¹ To be repeated for each unit if more than one.

[SELLER ENTITY]

By: _____

Its: _____

Date: _____

STAFF REPORT
City of Lancaster

CC 11
12/10/19
JC

Date: December 10, 2019
To: Mayor Parris and City Council Members
From: Jeffrey Campbell, Parks, Recreation and Arts Director
Subject: **Resolution to Authorize Submittal of Grant Applications for Proposition 68 Per Capita Grant Funds**

Recommendation:

Adopt **Resolution No. 19-59**, approving application(s) for Proposition 68 Per Capita Grant funds.

Fiscal Impact:

None

Background:

On June 5, 2018, the voters of the state of California approved Proposition 68, the State of California Parks & Water Bond 2018. This measure provides funding for local park rehabilitation, creation and improvement grants to local governments on a per capita basis.

This resolution will approve the submittal of application(s) to the California Department of Parks and Recreation Office of Grants and Local Services for Proposition 68 funding for future eligible projects. Staff has identified shovel ready projects as part of our ongoing PIP which includes citizen input.

NJ:jzs

Attachment:

Resolution No. 19-59

RESOLUTION NO. 19-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LANCASTER, CALIFORNIA, APPROVING APPLICATION(S)
FOR PROPOSITION 68 PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract with the State of California to complete project(s).

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

Section 1. Approves the filing of project application(s) for Per Capita program grand project(s); and

Section 2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and

Section 3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and

Section 4. Certifies that all projects proposed will be consistent with the park and recreation element of the city's general or recreation plan (PRC §80063(a)); and

Section 5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)); and

Section 6. Certifies that it will comply with the provisions of § 1771.5 of the State Labor Code; and

Section 7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the “Presidential Memorandum—Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters,” dated January 12, 2017, the city will consider a range of actions that include, but are not limited to, the following:

(A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

(B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

Section 8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001)b(5)); and

Section 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient’s annual expenditures (PRC §80062(d)); and

Section 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and

Section 11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

Section 12. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

PASSED, APPROVED, AND ADOPTED this the 10th day of December, 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. 19-59, for
which the original is on file in my office.

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

(seal)

STAFF REPORT
City of Lancaster

CC 12
12/10/19
JC

Date: November 12, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director
Gabriel B. Nevarez, Public Works Manager

Subject: **City of Lancaster’s Model Year 2020 Light Duty Fleet Lease Agreement**

Recommendations:

- a. Approve the Model Year 2020 Light Duty Fleet Lease Agreement between the City of Lancaster and Enterprise Fleet Management, Inc. for 11 replacement light duty vehicles in the amount of \$61,185 a year for 5 years for an ending total of \$305,925.
- b. Authorize the City Manager to execute a lease agreement and any amendments between the City of Lancaster and Enterprise Fleet Management, Inc.
- c. Appropriate \$25,494 into Account No. 104-4753-762.

Fiscal Impact:

\$25,494 in fiscal year 2019-2020, \$61,185 in the next three fiscal years, and \$35,592 in fiscal year 2024-2025, for a total cost of \$305,925. First monthly payment is due upon delivery of the vehicles; no residual payment will be due at the end of the five-year lease term.

Background:

On March 26, 2019, City Council consented to enter into five-year Master Equity Lease Agreement between the City of Lancaster and Enterprise Fleet Management, Inc. The City’s light duty fleet includes 135 owned vehicles and 13 leased vehicles assigned to various departments. These vehicles range from regular sedans to specialty trucks utilized throughout the City.

Staff’s analysis concluded that fully funding a maintenance program, as well as supporting a structured and methodical vehicle replacement program, could be best achieved through the continued leasing of needed vehicles instead of purchasing them, and outsourcing portions of the fleet maintenance activities, which is currently handled in-house.

The Enterprise Fleet Management, Inc., program selected is an "open-ended" lease structure, which would allow the City to replace more vehicles with less upfront capital. Below are highlights of our current program:

- No mileage restrictions, no abnormal wear and tear, and no early termination penalties.
- The City has all rights of ownership and can equip some of the vehicles with aftermarket parts (utility bodies, tool boxes, etc.).
- Leasing would provide the opportunity to minimize the amount of large capital outlays necessary for purchasing vehicles.
- The City would establish a proactive fleet replacement plan to acquire vehicles on a more consistent basis.

The City's fleet maintenance needs are also being addressed through this new program offered by Enterprise Fleet Management, Inc. During the term of the Agreement, Enterprise Fleet Management, Inc., would pay for, or reimburse the City for its payment of all costs and expenses incurred in connection with the maintenance or repair of the covered vehicle. Expenses, such as fuel costs, tire repair and replacement, washing and cost of repair as a result of lack of maintenance by the City between scheduled services would not be covered as part of the Agreement. All necessary leased vehicle service and repairs would be completed by one of the many participating and authorized (by Enterprise Fleet Management, Inc.) repair and service centers in the City of Lancaster. Enterprise Fleet Maintenance, Inc., Program includes a fully automated record-keeping tool by supplying a robust client website, which provides visibility and tracking of vehicle data, customized dashboards with easy reporting, real-time alerts, self-service features including driver changes, vehicle descriptors, mileage information and more. Also, by using local shops in the City of Lancaster, all the tax revenues stay within the City.

Enterprise Fleet Management, Inc., will continue to provide a local Account Team to assist the City with implementing and executing the Vehicle Leasing and Replacement program at no additional cost to the City. The following is a list of services provided by Enterprise Fleet Management Inc.:

- Make recommendations on the most cost effective vehicles in each class.
- Review the best time to order or sell vehicles.
- Monitor the fleet to ensure efficiencies with maintenance and fuel.
- Compile analysis on the best alternative fuel vehicles.
- Review mileage patterns and fuel miles per gallon.
- Establish a proactive replacement plan.

Each year the replaced vehicles would be set aside as surplus equipment and liquidated. Proceeds from sale of the surplus vehicles would augment funding for the City's Vehicle Replacement and Maintenance Program.

An agreement with Enterprise Fleet Management, Inc., can be executed without going through the traditional solicitation process by utilizing a cooperative agreement through Sourcewell (formerly NJPA) RFP#060618 for Fleet Management Services. Sourcewell is a government agency that has been providing cooperative purchasing programs throughout North America for over 40 years. This cooperative purchasing system enables member entities to purchase on an “as needed” basis from competitively awarded contracts with high performance vendors. The City of Lancaster is a current member of Sourcewell, and since Enterprise has been awarded a contract with Sourcewell through a competitive process for Fleet Management Services, the City can enter into an agreement with Enterprise Fleet Management, Inc., pursuant to Sourcewell Contract #060618-EFM.

Staff respectfully recommends that the City Council approve the Model Year 2020 Light Duty Fleet Lease Agreement with Enterprise Fleet Maintenance, Inc., and authorize the City Manager to execute the said Agreements and any necessary amendments. Implementation of the program will provide staff with accurate costs to use when budgeting for fleet expenses during the annual budgeting process. This will assure the City maintains a safe, reliable service fleet, while at the same time, remain fiscally prudent.

HA:js

Attachments:

Fully Executed Five-Year Light Duty Fleet Lease Agreement
Model Year 2020 Light Duty Fleet Lease Rates



FLEET MANAGEMENT

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this 24th day of September 2018, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Lancaster California ("Lessee").

WITNESSETH

- 1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the 24th day of September 2018, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party.
4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle.
5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles.
6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month.

Initials: EFM Customer

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

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

LESSEE: City of Lancaster, California

Signature: _____ *RJ*

By: CITY MANAGER

Title: JASON CAUDLE

Address: 44933 FERN AVENUE
LANCASTER, CA 93534

Attention: ANDREW NOGA

Fax #: _____

Date Signed: 4/24/19

EFM: Enterprise Fleet Management, Inc.

Signature: _____ *[Signature]*

By: Cameron Yenokida
Regional Manager

Address: Enterprise Fleet Management
1515 W 190th Street, Suite 500
Gardena, CA 90248

Attention: _____

Fax #: _____

Date Signed: 4/29/19

Initials: EFM *[Signature]* Customer *[Signature]*


FLEET MANAGEMENT

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of September, 2018 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of September, 2018 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Lancaster, California ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Maintenance Agreement is amended to read as follows:

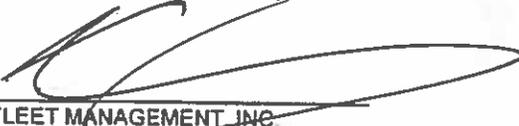
This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the 24th day of September, 2018.



City of Lancaster, California (Lessee)
By: JASON CAUDLE
Title: CITY MANAGER



ENTERPRISE FLEET MANAGEMENT INC.
By: _____
Title: Cameron Yenokida
Regional Manager

Enterprise Fleet Management
1515 W. 190th Street, Suite 500
Gardena, CA 90248


FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 24th day of September 2018, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM  Customer _____

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM Customer [Signature]
PS

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement, and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. **INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. **INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. **DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. **ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Lancaster, California

Signature: [Signature]

By: JASON CAUDLE

Title: CITY MANAGER

Address: 44933 FERN AVENUE
LANCASTER, CA 93534

Date Signed: 4/24/19

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: [Signature]

By: Cameron Yenokida
Title: Regional Manager

Address: Enterprise Fleet Management
1515 W. 190th Street, Suite 500
Gardena, CA 90248

Date Signed: 4/29/19

Initials: EFM [Initials] Customer [Initials]


FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of September, 2018 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of September, 2018 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Lancaster, California ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 1 of the Master Equity Lease Agreement is amended to read as follows:

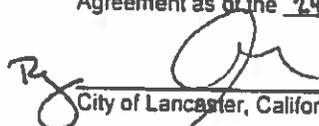
Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within twenty (20) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of California (determined without reference to conflict of law principles).

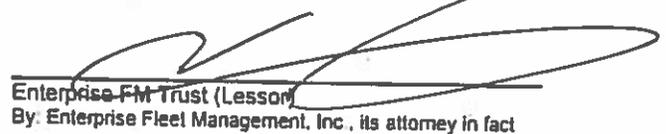
All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the 24th day of September, 2018.



City of Lancaster, California (Lessee)

By: JASON CAUDIE
Title: CITY MANAGER



Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Cameron Yenokida
Title: Regional Manager

Enterprise Fleet Management
1515 W. 190th Street, Suite 500
Gardena, CA 90248



FLEET MANAGEMENT

**SELF-INSURANCE ADDENDUM TO MASTER WALKAWAY LEASE AGREEMENT
(Physical Damage Only)**

This Addendum is made to the Master Walkaway Lease Agreement dated the 24th day of September 2018, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the physical damage risks (but not the liability risks) set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of physical damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (a) Lessor, at any time in its good faith judgment, is not satisfied with the financial condition of Lessee or (b) any "Event of Default" (as defined therein) occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement and Lessee shall furnish Lessor with satisfactory proof that the required insurance coverages are in effect.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Lancaster, California

By: JASON CAUDLE

Title: CITY MANAGER

Date Signed: APRIL 24, 2019

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney-in-fact

By: Cameron Yonokida
Regional Manager

Title: Enterprise Fleet Management
1515 W. 190th Street, Suite 500
Gardena, GA-90248

Date Signed: 4/29/19

ESTIMATED OPEN-ENDED (EQUITY) LEASE RATES

VEHICLE TYPE	Replacing Vehicle #	Quote #	TERM (months)	ANNUAL MILEAGE	MONTHLY PAYMENT W/ TAX ¹	FULL MAINTENANCE PROGRAM ²	TOTAL MONTHLY PAYMENT ³	TOTAL ANNUAL PAYMENT	ESTIMATED MARKET VALUE AT TERM ⁴	REDUCED BOOK VALUE AT TERM ⁵	ESTIMATED EQUITY AT TERM ⁶	MONTHLY PAYMENT ADJ. with EQUITY ⁷
2020 Chevrolet Colorado Ext Cab	7768	4409225	60	7,000	\$432.63	\$29.67	\$462.30	\$5,547.60	\$12,000.00	\$4,464.05	\$7,535.95	\$307.03
2020 Chevrolet Colorado Ext Cab	5785	4409225	60	7,000	\$432.63	\$29.67	\$462.30	\$5,547.60	\$12,000.00	\$4,464.05	\$7,535.95	\$307.03
2020 Chevrolet Silverado Double Cab	4329	4409244	60	7,000	\$462.53	\$30.63	\$493.16	\$5,917.92	\$19,000.00	\$4,696.55	\$14,303.45	\$224.14
2020 Chevrolet Silverado Double Cab	5825	4409244	60	7,000	\$462.53	\$30.63	\$493.16	\$5,917.92	\$19,000.00	\$4,696.55	\$14,303.45	\$224.14
2020 Chevrolet Silverado Double Cab	5826	4409244	60	7,000	\$462.53	\$30.63	\$493.16	\$5,917.92	\$19,000.00	\$4,696.55	\$14,303.45	\$224.14
2020 Chevrolet Silverado Double Cab	5827	4409244	60	7,000	\$462.53	\$30.63	\$493.16	\$5,917.92	\$19,000.00	\$4,696.55	\$14,303.45	\$224.14
2020 Chevrolet Sonic	1744	4409268	60	7,000	\$325.20	\$29.67	\$354.87	\$4,258.44	\$5,000.00	\$3,360.48	\$1,639.52	\$297.87
2020 Chevrolet Sonic	6805	4409268	60	7,000	\$325.20	\$29.67	\$354.87	\$4,258.44	\$5,000.00	\$3,360.48	\$1,639.52	\$297.87
2020 Chevrolet Sonic	1501	4409268	60	7,000	\$325.20	\$29.67	\$354.87	\$4,258.44	\$5,000.00	\$3,360.48	\$1,639.52	\$297.87
2020 Chevrolet Express	5501	4409274	60	7,000	\$503.03	\$31.68	\$534.71	\$6,416.52	\$12,000.00	\$5,132.20	\$6,867.80	\$388.57
2020 Chevrolet Silverado Double Cab 4x4	7605	4409281	60	7,000	\$570.42	\$31.75	\$602.17	\$7,226.04	\$21,000.00	\$5,830.05	\$15,169.95	\$317.59
							\$5,098.73	\$61,184.76	\$148,000.00	\$48,757.99	\$99,242.01	

NOTES:

Open-ended Leases are based on 60 month term. Service Charge of \$400 per unit is due at lease termination (netted out of the proceeds on the sale of vehicle). Aftermarket Equipment Cost is included in the lease payments.

1. Base Monthly Payment includes Depreciation, Interest, and Use Tax @ 7.25%.
2. Full Maintenance Program is a fixed and guaranteed monthly cost, which includes all preventative, unscheduled, and uncommon repairs (oil changes, engines, transmissions, alternators, etc.) and 24-hour Roadside Assistance with Towing. Brakes and Tires are wear and tear items that are replaced dependent on each driver's usage, and are NOT included in the Full Maintenance Rates. Brakes and Tires will be billed back when needed to maximize cost efficiency.
3. Total Monthly Payment includes Monthly Lease Payment and Full Maintenance Program.
4. Estimated Market/Resale Value is a conservative commercial wholesale value. This value is based on estimates from Enterprise's Remarketing Dept and third party Automotive Leasing Guide.
5. Reduced Book Value is the amount that is left on the books at 60 months. At lease term, the customer has three options: 1) replace existing vehicle with new vehicle, 2) pay RBV plus tax and own the vehicle, and 3) continue making payments and extend the lease.
6. Estimated Equity is Estimated Market Value minus Reduced Book Value. The Customer can choose to roll that equity as the down payment on the new vehicle, or Enterprise can cut a check back to the Customer.
7. Monthly Payment Adjusted with Equity is the estimated equity at term calculated back into the payment divided by the term to show the true cost of each vehicle.

STAFF REPORT
City of Lancaster

CC 13
12/10/19
JC

Date: December 10, 2019

To: Mayor Parris and City Council Members

From: Toi Chisom, Director of Administrative and Community Services

Subject: **Council Chamber Audio/Visual Upgrade**

Recommendations:

- a. Approve a \$222,603 purchase and installation agreement with Streamline Audio Visual, Inc. for audio and visual equipment for the Council Chamber Audio/Visual Upgrade project.
- b. Appropriate \$112,805 in PEG funds to expenditure account 101-4305-753 (remaining \$109,798 is included in FY 19/20 budgeted expenditures).

Fiscal Impact:

\$222,603 (including 10% contingency); \$109,798 was previously appropriated from PEG Funds to expenditure account number 101-4305-753. The remaining balance of \$112,805 is also to be appropriated from PEG funds to expenditure account number 101-4305-753.

Background:

The City looks to upgrade the Council Chamber with the goals to reduce costs, improve efficiencies, and promote advancements in technology; as well as enhance citizen engagement. The project will also provide the technology to integrate seamlessly with the new Agenda Management System, which will provide a single platform for the complete management of the agenda, minutes, video, voting, and records related to a meeting.

Specifically, the project will replace outdated and obsolete technology related to the recording and/or broadcasting of Council and Commission meetings held in the Council Chamber and will include new display screens, a new podium, a new public participation kiosk, and new audio equipment.

A bidding process was conducted, to which Streamline Production was the most responsive with the lowest quote for equipment purchase and install.

This project is in line with the larger City Hall remodel project and will allow the Council Chamber to advance technologically, providing for enhanced public participation and experiences.

TC:TH

STAFF REPORT

City of Lancaster

PH 1
12/10/19
JC

Date: December 10, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: Zone Text Amendment to Title 8, Title 16 and Title 17 of the Lancaster Municipal Code, Lancaster Transit-Oriented Development Zones (T.O.D.) and the Downtown Lancaster Specific Plan

Recommendation:

Introduce **Ordinance No. 1070**, amending various sections of the Lancaster Municipal Code; Chapter 8.50, Landscaping Installation and Maintenance, Chapter 16.20, Residential Subdivision Perimeter Treatment, Chapter 16.24, Landscaping Improvements, various sections of Title 17 (Zoning Ordinance), Lancaster Transit-Oriented Development (T.O.D.) Zone, and the Downtown Lancaster Specific Plan, to comply with state code, provide clarification, consistency, and update standards and regulations.

Fiscal Impact:

None

Background:

Municipal Codes require periodic updates to ensure consistency with City policies, state law, to improve clarity, and to better serve the public. Staff reviewed the City's Health and Safety section, Subdivision section, Zoning Ordinance, and Specific Plans to identify potential improvements and recommended amendments that would address inconsistencies, clarify ambiguities, and update standards to reflect current City policies and State codes and mandates.

Staff has identified a number of provisions in Title 8 (Health and Safety), Title 16 (Subdivisions) Title 17 (Zoning) of the Lancaster Municipal Code, Lancaster T.O.D. Zones and DLSP that requires review and revision. The goal of the Zone Text Amendment is to:

- Provide clarity related to certain Zoning Code provisions;
- Update to comply with state codes;
- Ensure internal consistency; and
- Update standard and regulation to streamline, incentivize, and reflect current City policies.

The Planning Commission reviewed and voted to recommend to the City Council approval of the following:

1. July 15, 2019: Zone text amendments to amend various sections of the Lancaster Municipal Code, Title 17 (Zoning), Lancaster T.O.D. Zones, and the Downtown Lancaster Specific Plan (DLSP)
2. September 16, 2019: Zone Text Amendment amending sections 17.12.160 and 17.04.240 of the Lancaster Municipal Code related to pole and pylon signs; and

Repeal and replace in its entirety Title 17 (Zoning), Chapter 17.40, Article XIII of the Lancaster Municipal Code relating to Wireless Telecommunication Facilities and update Section 17.04.240, Definitions.

The Zone Text Amendment Chart provides a list of amended sections and the proposed changes.

As part of this review process, staff worked with other departments and divisions, and the City Attorney's office, to review and consider the proposed changes. Additionally, staff surveyed and analyzed codes and policies from other agencies, and reviewed best practices, as appropriate and applicable. The result of this effort is a Zone Text Amendment to various sections of the Health and Safety Code, Subdivision Code, Zoning Code, Lancaster T.O.D. Zones, and the DLSP. The amendment will include the following sections: DLSP, Lancaster T.O.D. Zones, definitions, residential zones, commercial zones, industrial zones, landscaping, nonconforming uses and structures, and public hearing.

The proposed Zone Text Amendment ensures internal consistency with zoning regulations, to improve clarity, user-friendliness, and staff's ability to serve the public. It would provide more flexibility, incentivize businesses, and provide a business-friendly environment. In addition, it would allow the City to continue establishing the fundamental framework to guide future decision-making about development, public safety, public services, and general community well-being.

JH:CC/dw

Attachments:

Ordinance No. 1070

Zone Text Amendment Chart

Redlines - *On file in the City Clerk's Department and on the City's website*

www.cityoflanasterca.org

Planning Commission Staff Report dated July 15, 2019 - *On file in the City Clerk's Department and on the City's website* www.cityoflanasterca.org

Planning Commission Staff Report (Signs) dated September 16, 2019 - *On file in the City Clerk's Department and on the City's website* www.cityoflanasterca.org

Planning Commission Staff Report (Wireless) dated September 16, 2019 - *On file in the City Clerk's Department and on the City's website* www.cityoflanasterca.org

ORDINANCE NO. 1070

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING VARIOUS SECTIONS OF THE LANCASTER MUNICIPAL CODE, CHAPTER 8.50, LANDSCAPING INSTALLATION AND MAINTENANCE, CHAPTER 16.20, RESIDENTIAL SUBDIVISION PERIMETER TREATMENT, CHAPTER 16.24, LANDSCAPING IMPROVEMENTS, VARIOUS SECTIONS OF TITLE 17 (ZONING ORDINANCE), LANCASTER TRANSIT-ORIENTED DEVELOPMENT (T.O.D.) ZONE, AND THE DOWNTOWN LANCASTER SPECIFIC PLAN, TO COMPLY WITH STATE CODE, PROVIDE CLARIFICATION, CONSISTENCY, AND UPDATE STANDARDS AND REGULATIONS

WHEREAS, the City Council of the City of Lancaster has determined that it is necessary to amend various sections of the Lancaster Municipal Code, Chapter 8.50, Landscaping Installation and Maintenance, Chapter 16.20, Residential Subdivision Perimeter Treatment, Chapter 16.21, Landscaping Improvements, various sections of the Title 17 (Zoning Ordinance), Lancaster Transit-Oriented Development Zone and the Downtown Lancaster Specific Plan, to comply with State code, provide clarification, consistency, and update standards and regulation as set forth in Exhibit "A" hereto ("Amendment"); and

WHEREAS, on July 15, 2019, and on September 16, 2019, the City's Planning Commission held public hearings on the Amendment, notice of which was published and provided as required by law, and adopted Resolution No. 19-30, Resolution No. 19-31, and Resolution No. 19-32 recommending the City Council approve the Amendment; and

WHEREAS, on December 10, 2019, the City Council held a public hearing on the Amendment pursuant to Section 65856 of the Government Code, notice of which was published and provided as required by law; and

WHEREAS, the City Council now desires to adopt the Amendment in its entirety to read as set forth therein.

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

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

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

- (a) The commission may recommend approval where the information presented at public hearing shows that such amendment is necessary to implement the general plan and/or that the public convenience, the general welfare or good zoning practice justifies such action.

Section 3. This ordinance is determined that pursuant to Section 15162 and 15168(c)(2) of the State California Environmental Quality Act (CEQA) Guidelines, the proposed amendments are within the scope of the Program Environmental Impact Report (SCH#2007111003) for the existing Lancaster General Plan 2030, and no further environmental review is required.

Section 4. Sections of the Lancaster Municipal Code, Lancaster T.O.D. Zone and the Downtown Lancaster Specific Plan is hereby amended and restated in its entirety to read as set forth in Exhibit "A" attached hereto.

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

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

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

I, 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 10th day of December, 2019, and placed upon its second reading and adoption at a regular meeting of the City Council on the ____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

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. 1070, 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)

17.04.240 - Definitions.

Unless otherwise provided in this title, the definitions established in this section shall apply wherever such terms are used in this title, whether or not such terms are capitalized. Note: Definitions which are found in Title 16 also apply to the same terms as they are used within this title.

"Accessory building or structure" means a detached subordinate building or structure, the use of which is customarily incidental to that of the main building or to the main use of the land, and which is located in the same or a less restrictive zone and on the same lot or parcel of land with the main building or use.

"Accessory use" means a use customarily incidental to, related and clearly subordinate to a principal use established on the same lot or parcel of land, which accessory use does not alter said principal use nor serve property other than the lot or parcel of land on which the principal use is located.

"Adjacent" means 2 or more lots or parcels of land separated only by an alley, street, highway or recorded easement, or 2 or more objects that lie near or close to each other.

"Adjoining" means 2 or more lots or parcels of land sharing a common boundary line, or 2 or more objects in contact with each other. Lots or parcels of land which touch at corners only shall not be deemed adjoining. "Abut" or "abutting" and "contiguous" mean the same as adjoining.

"Adult" means a person who is 18 years of age or older.

"Affordability" means the economic feasibility to construct lower-income housing in the proposed development.

"Affordable housing" means housing as defined in Section 65589.5(h)(2) of the Health and Safety Code.

"Aircraft" means any contrivance, now known or hereafter invented, for use or designed for navigation of or flight in the air.

"Airport" means any area of land or water which is used or intended to be used for the landing and taking off of aircraft and any appurtenant areas used or intended to be used for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon. Airport includes heliport, helistop and landing strip.

"Alternative fuel" means biological materials, coal-derived liquids, electricity, ethanol, hydrogen, methanol, natural gas, propane and any other fuel that the Secretary of Energy finds to be substantially not petroleum and which would yield substantial energy security benefits and substantial environmental benefits. Reformulated gasoline or other fuel derived from crude oil is not considered an alternative fuel. (From Federal Energy Policy Act of 1992).

"Alternative fuel vehicle" means motor vehicles that run on fuels other than petroleum-based fuels. As defined by the National Energy Policy Act (EPACT), this excludes reformulated gasoline as an alternative fuel.

"Amphitheater" means unroofed or partially enclosed building or structure used for public assembly and/or entertainment including sports events, theatrical performances, concerts and recitals, circuses, stock shows and conventions. "Amphitheater" shall include stadium, sports

arena and outdoor theater, but shall not include an entertainment park or its accessory buildings or structures.

Antenna: A device used in wireless communications which radiates and/or receives commercial cellular, personal communication service, and/or data radio signals. "Antenna" shall not include any satellite dish antenna or any antenna utilized for amateur radio, citizens band radio, television, AM/FM, or shortwave radio reception purposes.

Apartment, Bachelor. "Bachelor Apartment" means a dwelling unit in an apartment house, that combines sleeping, living, cooking and dining facilities into one habitable room. "Light housekeeping room" shall mean the same as bachelor apartment.

Apartment, Efficiency. "Efficiency apartment" means a dwelling unit in an apartment house, that combines sleeping, living, cooking and dining facilities into 2 habitable rooms, one of which shall be a kitchen. "Single apartment" and "efficiency living unit" mean the same as efficiency apartment.

Apartment, One-Bedroom. "One-bedroom apartment" means a dwelling unit in an apartment house, that contains a maximum of 3 habitable rooms, one of which shall be a kitchen.

Apartment, Two or More Bedroom. "Two or more bedroom apartment" means a dwelling unit in an apartment house that contains more than 3 habitable rooms.

Area, Net. "Net area" means the total area within the lot lines of a lot or parcel of land after public street easements or other areas to be dedicated or reserved for public uses are deducted from such lot or parcel. Does not include trails easement, or landscape easement for lots of less than 7,000 square feet.

"Automobile dismantling yard" means any premises used for the dismantling or wrecking of motor vehicles and trailers required to be registered under the Vehicle Code of the state of California including the buying, selling or dealing in such vehicles or integral parts or component materials thereof, and the storage, sale or dumping of dismantled, partially dismantled or wrecked inoperative vehicles and trailers.

Automobile dismantling shall not include the incidental storage of inoperative or disabled vehicles in connection with the legal operation of an automobile repair garage or automobile body and fender repair shop.

"Automobile impound yard" means any premises used for the temporary storage of vehicles which have been legally removed or impounded at the direction of a peace officer or by judicial order from public or private property as prescribed by law.

"Automobile parking space," as used in this title, means any permanently maintained space on the same lot or parcel of land as is located the structure it is designed to serve, so located and arranged as to permit the storage of, and be readily accessible under its own power to, a passenger automobile of average size. "Automobile storage space" means automobile parking space.

"Automobile repair" means general repair including but not limited to replacement of parts, engine and transmission rebuilding, electronic diagnosis, brakes and alignment, muffler and exhaust replacement, radiator repair or replacement, reconditioning and restoration; maintenance including tune up, oil change, and lubrication; damage repair including but not limited to body work, frame repair, upholstery and painting.

"Automobile service station" means uses where the primary business is the sale of motor vehicle fuels (including but not limited to alternative fuels such as compressed natural gas (CNG), liquified petroleum gas (LPG), and electric recharging stations), lubricants and other refined petroleum products, and automobile accessories such as tires, batteries, windshield wiper blades and other incidental auto parts, and may also offer minor automobile repair services, but not convenience items such as food or drink other than from vending machines.

"Basement" means that portion of a building between floor and ceiling, which is partly below and partly above grade (as defined in this section), but so located that the vertical distance from grade to the floor below is less than the vertical distance from grade to ceiling.

Biosolid Material. "Biosolid material" shall have the same meaning as "Sludge."

"Borrow pit" means the same as quarry.

"Buildable area" means that portion of the lot remaining after deducting all required setbacks from the lot when considered in conjunction with maximum lot coverage.

"Building" means any structure having a roof supported by columns or by walls and intended for the shelter, housing or enclosure of persons, animals, chattels or property of any kind.

"Building and safety official" means the building and safety official of the city.

Building, Enclosed. "Enclosed building" means a building enclosed on all sides.

Building-Mounted: Mounted to the side of a building, to the façade of a building, or to the side of another structure such as a water tank, church steeple, freestanding sign, utility tower, light pole, or similar structure, but not to include the roof of any structure.

"Campground" means a lot or parcel of land designed or used for tent camping including picnic areas, but excluding any structures for permanent human occupancy.

"Caretaker" means:

1. A person employed by and residing on the premises of an employer; or
2. The owner of any commercial/industrial enterprise or a member of his immediate family who assumes the primary responsibility for the necessary repair, maintenance, supervision or security of the real or personal property of the employer or owner which is located on the same or contiguous lots or parcels of land.

"Cargo container" means and includes, without limitation, a pre-manufactured, assembled reusable structure, typically made of metal but which can be made of other materials, that is delivered to a property in the city for use by an owner, occupant or licensed contractor as storage for construction materials and equipment, household items or other personal property. "Cargo container" includes, without limitation, vessels designed for packing, shipping or transportation of freight, articles, goods or commodities, and includes containers that are designed for and capable of being moved by railcar, motor vehicle, or ship. "Cargo container" does not include a storage shed or other structure that is or may be assembled at a property.

"Cellar" means that portion of a building between floor and ceiling which is wholly or partly below grade (as defined in this section) and so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling.

Cellular: An analog or digital wireless communication technology that is based on a system of interconnected neighboring cell sites.

Centerline. Where reference is made to the centerline of any parkway, major or secondary highway, such centerline is deemed to be the centerline established by the county engineer for any proposed or dedicated public way which, in whole or in part, is included in any such parkway, major or secondary highway. Said established centerlines are those shown on a series of maps entitled "County Surveyor's Maps" or "County Surveyor's Filed Maps" on file in the office of the county engineer, except that, where two or more such centerlines are shown on any map in said series of maps, the centerline labeled "Proposed Centerline" is deemed to be the centerline of the parkway, major or secondary highway.

"Chapter" means a chapter of this title unless some other ordinance or statute is mentioned.

"City" means the city of Lancaster.

"City engineer" means the city engineer of the city. The functions of the city engineer may be performed by the Director of Development Services.

"Clean fuel vehicle" shall have the same meaning as stated in division 1 of the Motor Vehicle Code of California.

Co-located Facilities. "Co-located facilities" means wireless telecommunication devices that are attached to existing telecommunication towers or other existing structures such as light standards and power poles.

"Commercial coach" means a structure transportable in one or more sections, designed and equipped for human occupancy for industrial, professional or commercial purposes, which is required to be moved under permit and shall include a trailer coach as defined in Section 18001.8 of the Health and Safety Code.

"Commercial parking lot or building" means a parking area or structure established or operated as a business, providing off-street parking for a fee or charge.

"Commission" means the planning commission of the city of Lancaster.

"Communication equipment building" means a building housing operating electrical and mechanical equipment necessary for the conducting of a public utility communications business, with or without personnel.

"Community care facility" means any State licensed facility, place, or building that is maintained and operated to provide nonmedical residential care, day treatment, adult day care, or foster family agency services for children, adults, or children and adults, including, but not limited to, the physically, handicapped, mentally impaired, incompetent persons, and abused or neglected children and includes those types of facilities defined in section 1502 of the State Health and Safety Code.

"Consignment store" means a store which, for a mutually agreed upon method of compensation, accepts new or used merchandise to sell on behalf of the owner.

"Dairy" means any place or premises upon which milk is produced for sale or other distribution and where 3 or more cows or 7 or more goats are in lactation.

"Day care center" means any child day care facility other than a family home, and includes infant centers, preschools, and extended day care facilities as defined in Section 1596.76 of the Health and Safety Code.

"Density bonus" means an increased density of at least 25% over the maximum authorized density of the zone which is granted to a developer or property owner of a housing project agreeing to construct a prescribed percentage of lower-income units as defined by the California Government Code Section 65915 et seq.

"Detached living quarters" means living quarters within a detached accessory building located on the same premises as the main building, for use by temporary guests of the occupants of the premises. Such accessory building shall have no plumbing or plumbing facilities of any kind except for space heating, or air conditioning, or both and except in or for the purpose of supplying water to, or disposing of wastes from, a toilet or bathroom.

"Director" means the Director of Development Services of the City of Lancaster or duly authorized representative(s).

"Domestic animal" means an animal which is commonly maintained in residence with man.

"Duplex" means a building designed or used for residential purposes and containing 2 dwelling units.

"Dwelling unit" or "(DU)" means one or more habitable rooms in a building, portion of a building or mobilehome which is designed, intended to be used, or used for occupancy by one family with facilities for living, sleeping, cooking, eating and sanitation, which are legally constructed, placed or installed in accordance with all applicable provisions contained within this code including, but not limited to, the city building, plumbing, electrical and fire codes. Dwelling unit shall also include any room which contains either a kitchen, kitchenette, cooking facilities or cooking appliance. (See definition of "guest room.")

"Earth station" means structures comprising one or more large parabolic reflectors which may be mounted on a circular control building and all appurtenant equipment necessary for the receiving, amplifying or transmitting of microwave signals in connection with a public utility communication route or system employing such earth stations and satellites in space.

"Electric distribution substation" means an assembly of equipment which is part of a system for the distribution of electric power where electric energy is received at a subtransmission voltage and transformed to a lower voltage for distribution for general consumer use.

"Electric transmission substation" means an assembly of equipment which is part of a system for the transmission of electric power where electric energy is received at a very high voltage from its source of generation by means of a network of high voltage lines and where, by means of transformers, said high voltage is transformed to a lower sub-transmission voltage for purposes of supplying electric power to large individual consumers, interchange connections with other power producing agencies or electric distribution substations for transformation to still lower voltage for distribution to smaller individual users.

"Electric vehicle (EV)" means an automotive-type vehicle for highway use, such as passenger automobiles, buses, trucks, vans and the like, primarily powered by an electric motor that draws current from a rechargeable storage battery, fuel cell, photovoltaic array or other source of electrical current. For the purpose of this title, electric motorcycles and similar type vehicles and

off-road self-propelled electric vehicles such as industrial trucks, hoists, lifts, transports, golf carts, airline ground support equipment, tractors, boats, and the like are not included within the definition of electric vehicle. If any significant difference, as determined by the Director, exists between this definition and the definition of electric vehicle as stated in the National Electrical Code, then the definition as stated in the National Electrical Code shall apply.

"Electric vehicle charging station (EVCS)" means a location, either within a building or out-of-doors, which is properly and legally equipped with an electric vehicle connector and at which an electric vehicle may park, connect and charge its electrical storage system.

"Electric vehicle supply equipment" means the conductors, including the ungrounded, grounded and equipment grounding conductors, the electric vehicle conductors, attachment plugs, and all other fittings, devices, power outlets or apparatuses installed specifically for the purpose of delivering energy from the premises wiring to the electric vehicle. If any significant difference, as determined by the Director, exists between this definition and the definition of electric vehicle supply equipment as stated in the National Electrical Code, then the definition as stated in the National Electrical Code shall apply.

"Emergency shelter," as defined in health and safety code 50801(e), means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

"Entertainment park" means an entertainment or amusement complex developed as a regional visitor tourist attraction and organized around a central theme such as amusement rides and attractions, tours or exhibitions, including all related accessory uses, buildings and structures designed and operated for patron participation and pleasure in conjunction therewith.

"Equivalent financial value" means the cost to the developer/property owner based on the land cost per dwelling unit. This is determined by the difference in the value of land with and without the density bonus.

"Family" means an individual or two more persons living in a single dwelling unit. "Family" also mean the persons living together a residential facility, including transitional and supportive housing.

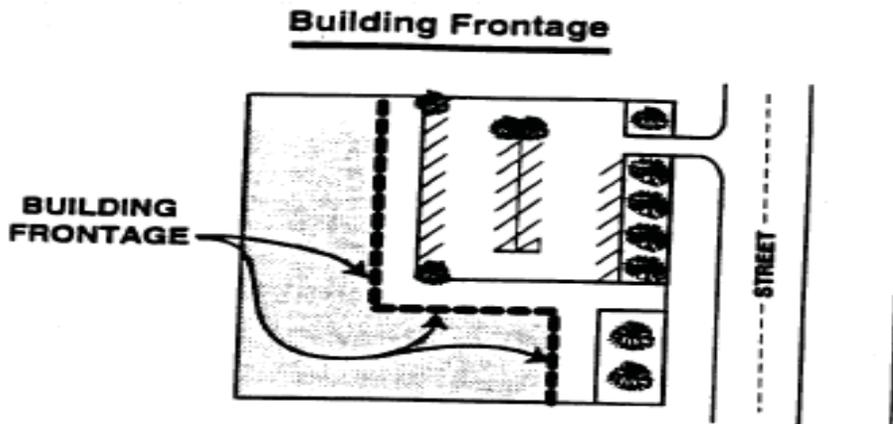
"Family day care home" means a home which provides care, protection and supervision of 12 or fewer children, in the provider's own home, for periods of less than 24 hours a day, while the parents or guardians are away, as defined in Section 1596.78 of the Health and Safety Code and includes the following:

1. "Large family day care home" means a home which provides family day care to 7 to 12 children, inclusive, including children under the age of 10 years who reside at home.
2. "Small family day care home" means a home which provides family day care to 6 or fewer children, including children under the age of 10 years who reside at the home.

"Floor area ratio" means the numerical value obtained through dividing the aboveground gross floor area of a building or buildings located on a lot or parcel of land by the total area of such lot or parcel of land.

Frontage, Building. "Building frontage" means that exterior building wall of a ground floor business establishment on the side or sides of the building fronting and/or oriented toward a

public street, highway or parkway. Building frontage shall be measured continuously along said building wall for the entire length of the business establishment, including any portion thereof which is other than parallel to the remainder of the wall.



Frontage, Street or Highway. "Street or highway frontage" means that portion of a lot or parcel of land which borders a public street, highway or parkway. Street or highway frontage shall be measured along the common lot line separating said lot or parcel of land from the public street, highway or parkway.

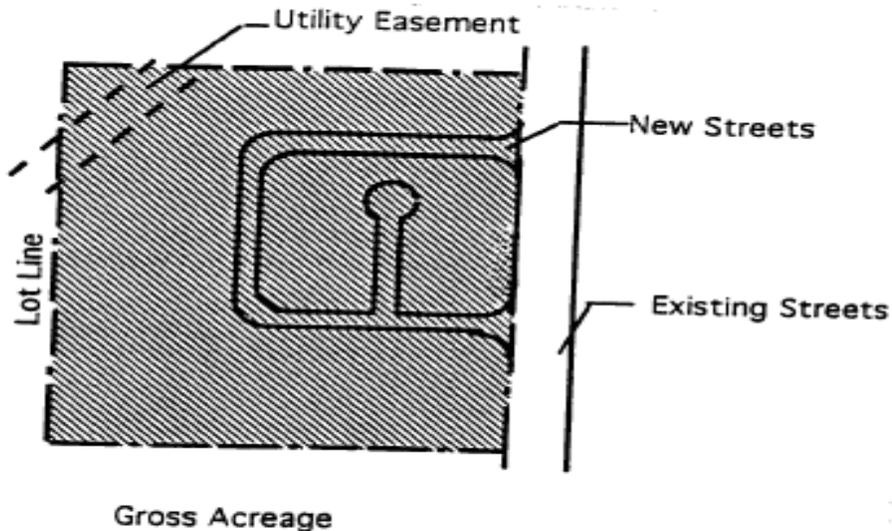
Garage, Residential. "Residential garage" means an enclosed building, or portion thereof, used for the storage of motor vehicles owned or operated by residents, and for storage and other uses related to normal household purposes.

"General plan" means the adopted general plan of the city and all subsequent amendments thereto.

"GPS Coordinates" means a system used in geography that enables every location on earth to be specified by a set of numbers, letters or symbols. GPS coordinates are usually expressed as the combination of latitude and longitude.

"Grade" (ground level) is the average of the finished ground level at the center of all walls of a building. In case walls are parallel to and within five feet of sidewalks, the above ground level shall be measured at the sidewalks.

"Gross acreage" means the total area within the boundary lines of a lot or parcel of land before public streets, easements, or other areas to be dedicated or reserved for public uses are deducted from such lot or parcel, and does not include adjacent lands already dedicated for such purposes.



"Gross floor area" means the total horizontal area of all the floors of a building enclosed within the surrounding walls, exclusive of areas within a building designed and used for the parking of vehicles.

Ground-Mounted: Mounted to a pole, monopole, tower, or other freestanding structure specifically constructed for the purpose of supporting an antenna.

"Guest house" means living facilities having no kitchen or cooking facilities, located on the same premises with the main building, which is provided for the sole use of family members, temporary guests, or persons permanently employed on the premises. The guest house shall be either attached or detached with a separate entrance and the floor area is limited to 500 square feet. The structure shall comply with all yard, coverage and other provisions of the title for the main dwelling unit and may not be rented. (See definition for "detached living quarters.")

"Guest ranch" means any property operated as a ranch which offers guest rooms for rent or hire and which has outdoor recreational facilities such as horseback riding, swimming or hiking.

"Guest room" means one habitable room with facilities for sleeping and sanitation which does not contain a kitchen, kitchenette, cooking facilities or cooking appliance(s) (the term "cooking appliance" does not include coffee pots or refrigerators) and is designed, intended to be used, or used as temporary sleeping accommodations for any person.

"Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing that it

would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment; or as this definition is hereafter amended by the state of California.

"Health facility" means a facility, place, or building that is organized, maintained, and operated for the diagnosis, care, prevention, and treatment of human illness, physical or mental, including convalescence and rehabilitation and including care during and after pregnancy, or for any one or more of these purposes, for one or more persons, to which the persons are admitted for a 24-hour stay or longer, and include those facilities types defined in 1250 of the Health and Safety Code.

"Health retreat" means any use providing a preventive and rehabilitative health care program on a live-in basis and offering dietary education and control as well as physical therapy including gymnasium and other exercise equipment, solariums, yoga, swimming and outdoor recreational activities. "Health retreat" shall not include hospital, medical office or clinic or nudist camp.

"Heavy equipment" means bulldozers, graders, tractors, plows, cultivators, and similar earthmoving or farming vehicles and tools, and trucks designed to pull detachable trailers and the trailers they pull.

"Heavy equipment training school" means a lot or parcel of land used to train operators in the use of earth-moving and construction equipment including motor graders, bulldozers, rollers, earth-movers, cable and hydraulic shovels, front loaders, drilling equipment, pile drivers, standing and truck cranes, fork lifts, welders and similar equipment.

"Height" means the vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitch or hip roof. In calculating the height, roof structures which comply with the provisions of Chapter 36 of the Building Code, Ordinance No. 2225, shall not be considered.

"Heliport" means any helicopter landing area used, designed or intended to be used for the receiving or discharging of passengers and cargo and shall include any appurtenant facilities for passengers, cargo, or for the servicing, repair, shelter or storage of helicopters.

"Helistop" means any helicopter landing area used, designed or intended to be used for the receiving or discharging of passengers and cargo but shall not include other appurtenant facilities permitted at a heliport other than a shelter for passengers.

"Highway line" means the ultimate right-of-way established for a regional, primary, secondary, or other arterial street or any other street by the general plan, by this title, or by Title 16 of this code. Such line is coterminous with the lot line on property adjoining a fully widened arterial or other street.

"Hog ranch" means any premises where 3 or more weaned hogs are maintained.

"Home occupation" means a use conducted for monetary gain within the boundaries of one's property, which use is incidental and secondary to the use of the property for residential purposes, and does not change the residential character or appearance of the dwelling, or adversely affect the uses permitted in the residential zone. These provisions do not apply to uses which are permitted as a matter of course within residential zones.

"Hospital" means any institution, place, building or agency licensed by the Departments of Public Health or Mental Hygiene of the state of California, which maintains and operates organized facilities for the diagnosis, care and treatment of human illness, including care during

and after pregnancy. Hospital includes sanitarium, sanatorium, maternity home and convalescent hospital.

Hospital, Small Animal. "Small animal hospital" means any facility providing medical or surgical treatment, clipping, bathing, or other services, including incidental boarding to dogs, cats and other small animals.

"Hotel" means any building containing 6 or more completely furnished guest rooms or dwelling units, the majority of which have an entrance directly from an inside corridor, with automobile parking spaces provided on the lot or parcel of land for such guest rooms or dwelling units as required therefor, and such guest rooms or dwelling units are designed, intended to be used, or used for temporary sleeping purposes by registered guests. No hotel shall be allowed to have more than 40% of its total gross floor area devoted to dwelling units. (See definition of "dwelling unit.")

Household Appliance, Large. "Large household appliance" means a tool or machine designed for a particular household use, which is operated by gas or electricity. A large household appliance includes stoves, furnaces, refrigerators, washers, dryers, and similar devices of like size.

"Junk and salvage" means old, secondhand or scrap ferrous and nonferrous metals, paper and paper products including roofing and tar paper, cloth and clothing, wood and wood products, manufactured rubber products, rope, manufactured plastic products, paint, manufactured clay and porcelain products, trash, and similar materials, and shall include dismantled machinery, equipment and parts. Junk and salvage shall also include the baling of cardboard boxes, paper and paper cartons.

"Junk and salvage yard" means any premises, establishment or place of business which is maintained, operated or used for storing, keeping, buying, selling or dismantling of junk and salvage.

"Kitchen" means any room, all or part of which is designed and used for the storage, refrigeration, cooking and preparation of food.

"Land reclamation project" means a project established to restore otherwise unsuitable land to useful purposes through the use of fill materials such as rubbish, waste, excluding sludge or biosolid materials, soil and other unwanted materials. "Land reclamation project" shall include a dump or waste disposal facility.

"Landscape maintenance" means the regular, periodic care that is necessary to keep landscaped areas active and healthy and shall include but not be limited to weed and trash removal, cultivation, irrigation, fertilizing, pruning and replacement of damaged, dying or dead plants with the approved species.

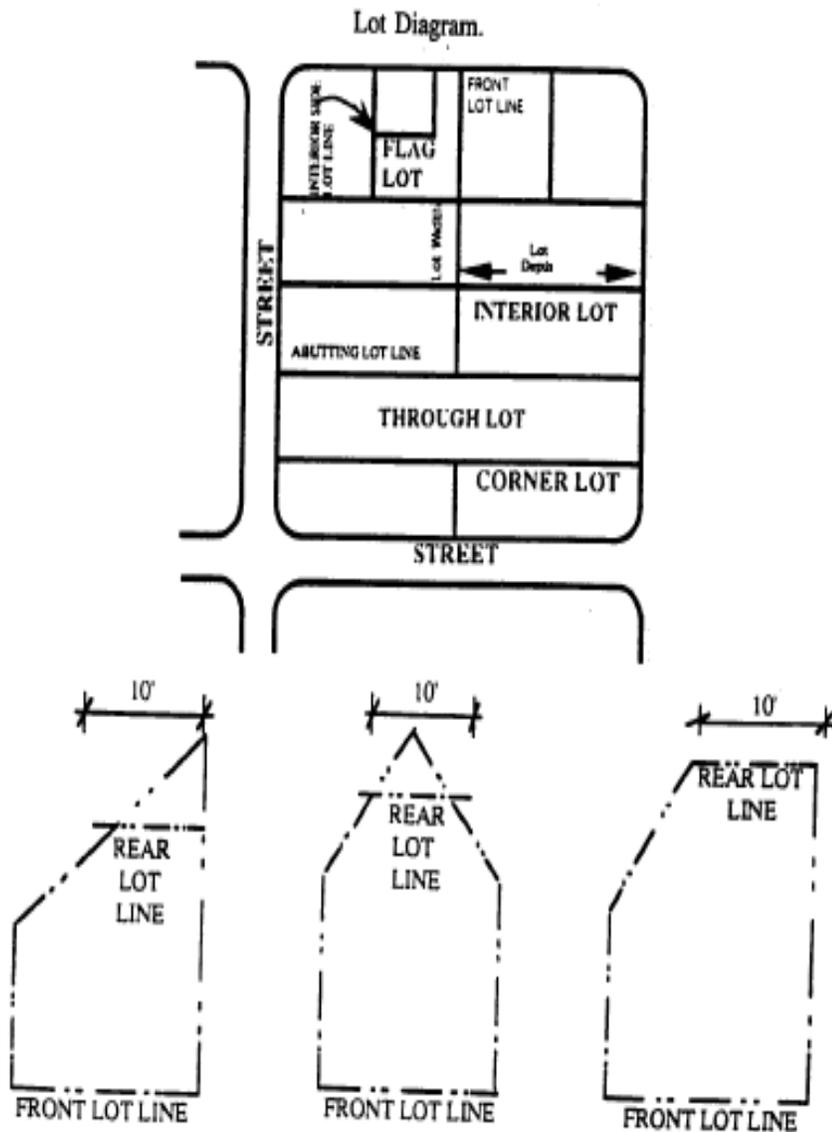
"Landscaping" means the preparation of the ground and the subsequent planting of trees, shrubs, vines, ground cover, flowers, or lawns singly or in combination with each other. In addition, the combination or design may include natural features such as rock or stone and structural features including but not limited to fountains, sculpture, walls, fences, and street furniture.

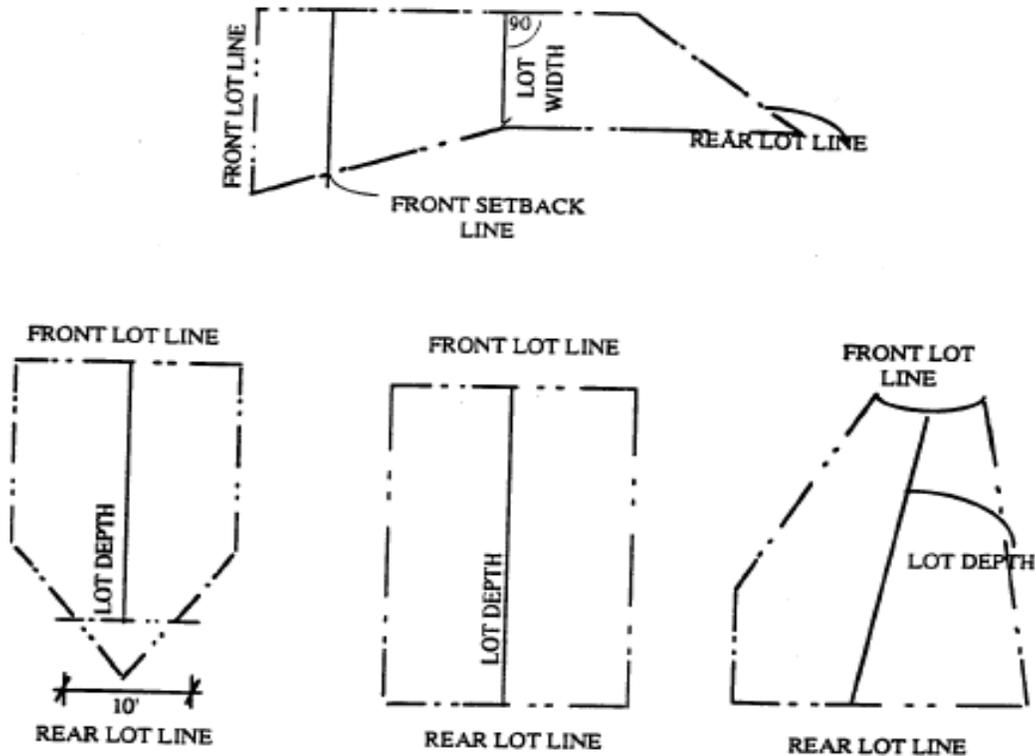
"Lodger" means a person who occupies a rented room in the house of another.

Lot, Corner. "Corner lot" means a lot or parcel of land situated at the intersection of two or more parkways, highways or streets, which parkways, highways or streets have an angle of intersection measured within said lot or parcel of land of not more than 135 degrees.

"Lot coverage" means the total horizontal area of a lot, parcel or building site covered by any building which extends more than 3 feet above the surface of the ground and including any covered vehicular parking spaces.

"Lot depth" means the horizontal distance from the highway line to the rear lot line of the lot or parcel of land, measured from the midpoint of the highway line, where it fronts the lot, to the midpoint of the rear lot line. (See also the definition of "highway line.")





Lot, Flag. "Flag lot" means a lot or parcel of land taking access by a strip, the owner of which lot or parcel of land has fee simple title to said strip extending from the main portion of the lot or parcel of land to the adjoining parkway, highway or street.

Lot, Interior. "Interior lot" means a lot or parcel of land other than a corner or flag lot.

"Lot line" means a boundary line of a lot or of a parcel of land.

Lot Line, Front. "Front lot line" means a line separating the front yard from the parkway, highway or street upon which the yard fronts or, in the case of a flag lot where the front yard is oriented toward an adjoining lot, the line separating such front yard from said adjoining lot.

Lot Line, Rear. "Rear lot line" means a lot line which is opposite and most distant from the front lot line. For a triangular or gore-shaped lot, the rear lot line shall mean a line 10 feet in length within the lot which is parallel to the front lot line, or parallel to the chord of a curved front lot line, and at the maximum distance from the front lot line.

Lot Line, Side. "Side lot line" means any lot boundary line which is not a front lot line or a rear lot line.

Lot, Through. A "through lot" means a lot having frontage on two parallel or approximately parallel parkways, highways and/or streets.

"Lot width" means the horizontal distance between side lot lines as measured at a right angle from the midpoint of a straight line drawn in accordance with the definition of "lot depth."

"Low and very low income households" means income limits published by the State Department of Housing and Community Development. This definition applies to both for-rent and for-sale housing.

"Major highway" means a major highway or primary arterial designated on the circulation element of the general plan.

"Major wireless telecommunication facilities" means self-supporting, ground mounted facilities that exceed the maximum allowable height in the zone in which they are located. These facilities require Federal Communications Commission and Federal Aviation Administration review. The design of these structures shall best match the background color scheme as seen from the primary roadways adjacent to the site. Ground mounted cabinetry shall complement the adjacent buildings in color and material treatment. Typical major wireless telecommunication facilities include data transfer services or personal communication services (PCS), and cellular telephone towers.

"May" is permissive.

"Microwave station" means a building housing equipment necessary for the receiving, amplifying or transmitting of microwave signals, including necessary antenna systems, along a communications route or system which employs microwave frequencies assigned by the Federal Communications Commission.

"Ministorage warehouse" means a warehouse and associated office and/or residence designed and intended to serve the storage needs of a variety of users from individuals to businesses on a rental basis.

"Mini wireless telecommunication facilities" means accessory structures attached to roof tops or buildings as an accessory or complementary use to the primary land use on the site. These structures do not exceed 10% of the height of the buildings on which they are mounted and must be fully enclosed or designed in a way that is consistent with the architectural design of the buildings on-site. Typical uses of mini wireless telecommunication facilities include building to building communications, local dispatch facilities, and small satellite communications facilities.

"Minor wireless telecommunication facilities" means freestanding structures essential to the primary use of the property and which do not exceed the height limit in the zone in which they are located. The structure can be roof or building mounted or solely ground mounted and be consistent with the design of the existing buildings on-site. Typical minor wireless telecommunication facilities include radio and television towers, regional dispatch facilities, and larger satellite communications facilities.

"Mixed use development" means the development of two or more land uses including, but not limited to a combination of residential, commercial or industrial uses on a single parcel of land or in a physically integrated group of structures.

"Mobilehome" means either of the following:

1. A structure transportable under permit in one or more sections, designed and equipped to contain not more than two dwelling units to be used with or without a foundation system; or

2. A structure transportable under permit in one or more sections, designed to be used with a foundation system for any of the following purposes:
 - a. Three or more dwelling units, as defined in Section 18003.3 of the Health and Safety Code,
 - b. A dormitory. A dormitory shall mean a room or rooms inhabited for the purposes of temporary residence by two or more persons,
 - c. A residential hotel, as defined in Section 50519 of the Health and Safety Code,
 - d. Efficiency units, as defined in Section 17958.1 of the Health and Safety Code.

Mobilehome does not include a recreational vehicle, commercial coach, or factory-built housing as defined in Section 19971 of the Health and Safety Code. The handicap accessibility and adaptability requirements of Title 24 of the California Code of Regulations applicable to dormitories, hotels and apartment houses shall be applicable to mobilehomes constructed for those purposes.

"Mobilehome lot" means a lot created through the approval of a mobilehome subdivision by the city.

"Mobilehome park" means any area or tract of land where two or more mobilehome spaces are rented or leased or held out for rent or lease to accommodate manufactured homes or mobilehomes used for human habitation as defined in Section 18211 of the Health and Safety Code.

"Mobilehome space" means an area of land within a mobilehome park designed for the accommodation of one mobilehome which is rented or leased by the owner or occupant of a mobilehome for placing a mobilehome thereon for residential purposes.

"Mobilehome subdivision" means the division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units into lots, for the purpose of sale of such lots, for use as individually owned sites for the installation of mobilehomes on foundation systems.

"Mobile recycling unit" means an automobile, truck, trailer or van, licensed by the department of motor vehicles which is used for the collection of recyclable materials. A mobile recycling unit also means the bins, boxes or containers transported by trucks, vans or trailers, and used for the collection of recyclable materials.

"Model home" means a dwelling unit which is constructed upon a proposed or recorded lot in a subdivision for which a tentative map has been approved or a final map recorded, and which is intended to be temporarily utilized as an example of a dwelling unit which has been, or is proposed to be, built in the same or similar subdivision or within a three mile city radius of the approval location. The number of model homes in a subdivision shall not exceed the number of separate and distinct floor plans offered by the developer. (A reverse or mirror image of an offered floor plan shall not be considered as a separate floor plan.)

"Model studio" means:

1. Any premises on which there is conducted the business of furnishing figure models who pose for the purpose of being observed or viewed by any person or of being sketched, painted, drawn, sculptured, photographed, or otherwise similarly depicted for

persons who pay a fee or other consideration or compensation or a gratuity for the right or opportunity so to depict the figure model, or for admission to or for permission to remain upon or as a condition of remaining upon the premises; and/or

2. Any premises where there is conducted the business of furnishing or providing or procuring for a fee or other consideration or compensation or gratuity, figure models to be observed or viewed by any persons or to be sketched, painted, drawn, sculptured, photographed, or otherwise similarly depicted.

Monopole: A structure composed of a single spire, pole, or tower used to support antennas or related equipment.

"Motel" means a single building or group of attached or detached buildings containing completely furnished guest rooms or dwelling units, the majority of which have a separate entrance directly from outside the building, with conveniently located automobile parking spaces provided on the lot or parcel of land for such rooms or dwelling units as required therefor, which are designed, intended to be used, or used wholly or in part for the accommodation of registered guests who are primarily transient automobile travelers. No motel shall be allowed to have more than 40% of its total gross floor area devoted to dwelling units. "Motel" shall also include auto courts, motor lodges and tourist courts. (See definition of "dwelling unit.")

Mounted: Attached or supported.

"Multiple-family project" means a building, or a portion of a building designed or used for occupancy by three or more families, living independently of each other and containing three or more dwelling units.

"Nightclub" means a place of entertainment, typically open at night, usually serving food and/or alcoholic beverages, which may have a floor show and/or offer live or recorded entertainment or music and/or space for dancing. A use that contains these operational characteristics shall be deemed a nightclub even if alcoholic beverages are not served.

"Nodes" means a connection point, redistribution point, or communication endpoint (e.g., data terminal equipment) within a telecommunications network.

"Nonconforming building or structure" means, unless otherwise specified by this title, any building or structure that was lawfully established and in compliance with all applicable ordinances and laws at the time this title or any amendment thereto became effective, but which, due to the application of this title or any amendment thereto, no longer complies with all the applicable regulations and standards of development in the zone in which it is located.

"Nonconforming use" means any use of land or property that was lawfully established and in compliance with all applicable ordinances and laws at the time this title or any amendment thereto became effective, but which due to the application of this title or any amendment thereto, no longer complies with all of the applicable regulations and standards of the zone in which it is located.

"Nudist camp" means any place where three or more persons not all members of the same family congregate, assemble, associate or engage in any activity while without clothing or covering or with partial clothing or covering but with any pubic area or any portion of the crease of the buttocks exposed in the presence of others or of each other, other than an occasional gathering in, or on the premises of a private home. Nudist camp includes growth center.

"Nuisance" means everything that endangers life, the public health, safety and welfare, gives offense to the senses, violates the laws of decency, or obstructs the reasonable and comfortable use of property by the owner or the occupant.

"Oath" means and includes affirmation.

"Open space" means space upon the land which is unoccupied by buildings, driveways and parking areas.

Open Space, Private. "Private open space" means open space which is intended for the exclusive use of the owner or tenant of a dwelling unit, which abuts said dwelling unit and is bounded by a wall, fence or landscaping on at least two sides, and may include a patio or balcony (covered or uncovered).

Open Space, Public. "Public open space" means open space which is available for use by the public at large.

Open Space, Usable Common. "Usable common open space" means open space which is available for use by all residents of the development and which is landscaped with lawns, trees and shrubs, and may contain paved walkways, patios, swimming pools, and similar improvements. Such open space shall have no dimension thereof less than 10 feet and area thereof not less than 200 square feet. All usable common open space shall be exclusive of required yards.

"Ordinance" means an ordinance of the city of Lancaster.

"Outdoor festival" means any music festival, dance festival, rock festival or similar musical activity to which both of the following apply:

1. Attendance by more than 500 persons is desired or may reasonably be expected; and
2. The festival will be held at any place other than in a permanent building or permanent installation which has been constructed for the purpose of or is so constructed that it can be used for conducting such activities.

It is immaterial whether music will be provided by paid or professional, or amateur performers or by prerecorded means; or whether admission is to be charged.

"Outside display" means the placement of goods, equipment, merchandise or exhibits at a location visible to the public view, other than within a building.

"Outside storage" means the storage of goods, equipment or materials outside of a building for any purpose other than outside display.

"Parcel of land" means a contiguous quantity of land, owned by, or recorded as the property of the same claimant or person, or in the possession of the same claimant or person pursuant to a recorded lease with a term of not less than 20 years.

"Pawnshop" means an establishment where a pawnbroker loans money on the security of personal property which is pledged in his keeping.

"Person" means any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, syndicate, county, city and county, municipality, district or other political subdivision, or any other group or combination acting as a unit.

Personal Communication Service: Digital low-power, high-frequency commercial wireless radio communication technology that has the capacity for multiple communication services and the routing of calls to individuals, regardless of location.

"Pest control operator" means a person who engages in the business of eradicating or controlling any pest which is or is liable to be dangerous or detrimental to agriculture by the application of any substance, method or device, or who engages in the business of preventing, destroying, repelling, mitigating or correcting any disorder of plants by the same means or both. "Pest control operator" does not include a person engaged in the business of termite eradication or control.

Plot Plan. Whenever this title refers to a "plot plan" or "plan" it shall be construed to mean a site plan.

"Pool hall" means any entertainment establishment which has more than four pool tables or in which more than 50% of the gross floor area is devoted to pool tables and the space required to use such tables.

"Portable sign" means a freestanding sign not permanently affixed, anchored or secured to either the ground or a structure on the premises it occupies.

"Pot-bellied pig" means a pig classified as *Sus scrofa jubatus* Muller, or *Sus scrofa (crinitus) vittatus*, as commonly referred to as a Vietnamese pot-bellied pig, which stands no higher than 20 inches at the shoulder and is no longer than 40 inches from the tip of the head to the end of the buttocks, and weighs no more than 120 pounds. When such animals are located in an R zone they shall be registered with a nationally recognized registry as one of the above species of pot-bellied pigs and considered as pets.

"Premises" means any lot or lots and the buildings, structures, or other improvements located thereon.

"Principal use" means a primary or dominant use established, or proposed to be established, on a lot or parcel of land.

"Private property" means any property other than public property.

"Project grading" means any excavation or fill or combination thereof, necessary and incidental to impending building construction or other lawful development of the premises. Impending building construction or other development as used in this section shall mean the initiation of such construction or development within one year of the date of application.

"Property line" means lot line.

"Pro shop" means an incidental commercial use operated in conjunction with, and on the same premises as a principal recreational use, which offers for retail sale sporting equipment and supplies customarily utilized in participating in such recreational activity. "Pro shop" does not include a general sporting goods store.

"Public property" means any real or personal property in which the city or any other governmental entity or any publicly regulated utility company possesses an ownership interest. Public property shall include, without limitation, any street, sidewalk, curb, curbstone, street lamp post, hydrant, tree, tree stake or guard, railroad trestle, electric light, power, telephone or telegraph system, any lighting system, public bridge or wall, drinking fountain, life preserver,

lifesaving equipment, street sign, traffic sign or signal, street median, public park, or other publicly owned property or structure.

"Public utility service center" means any buildings or premises used for the administration of public utility repair, maintenance and installation crews including parking for vehicles, not to exceed 2 tons rated capacity, but not including warehouses or storage yards.

"Public utility service yard" means any buildings or premises used for the office, warehouse, storage yard, or maintenance garage of a public utility including microwave repeater stations when incorporated as a part of the service yard use.

"Quarry" means any place on a lot or parcel of land where dirt, soil, sand, gravel, rock, clay, decomposed granite, or other similar material is removed by excavation or otherwise. Quarry shall include mining operations for the removal of ores, precious stones, or other solid materials but shall not include project grading.

Recreation Club, Commercial. "Commercial recreation club" means a commercial enterprise offering the use of outdoor recreational facilities to the public.

Recreation Club, Private. "Private recreation club" means an association of persons who are bona fide members, paying regular dues, and organized to provide outdoor recreational facilities for members and their guests but not including an association organized primarily to render a service customarily carried on as a commercial enterprise.

Recreation Facilities, Neighborhood. "Neighborhood recreation facilities" means outdoor recreation facilities established by an association of persons who are bona fide members and operate as a nonprofit corporation to provide outdoor recreation facilities for residents in the immediate vicinity and their guests. Such facilities may include a clubhouse, changing rooms and similar subordinate facilities in conjunction with the outdoor recreation activity but shall not include a restaurant, bar or pro shop.

"Recreational trailer park" means any area or tract of land, within an area zoned for recreational use, where one or more lots are rented or leased or held out for rent or lease to owners or users of recreational vehicles or tents and which is occupied for temporary purposes.

"Recreational vehicle" means a motor home, travel trailer, truck camper or camping trailer, with or without motive power, designed for human habitation for recreational or emergency occupancy as defined in Section 18010 of the Health and Safety Code.

"Recyclable material" means reusable material including but not limited to metals, glass, plastic and paper, which are intended for reuse, remanufacture, or reconstitution for the purpose of using the altered form. Recyclable material does not include refuse or hazardous materials. Recyclable material may include used motor oil collected and transported in accordance with Section 25250.11 and 25143.2(b)(4) of the California Health and Safety Code.

"Recycling facility" means a center for the collection and/or processing of recyclable materials. A "certified recycling facility" or "certified processor" means a recycling facility certified by the California Department of Conservation as meeting the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1986. A recycling facility does not include storage containers or processing activity located on the premises of a residential, commercial or manufacturing use and used solely for the recycling of material generated by that residential property, business or manufacturer. Recycling facilities may include the following:

1. Collection Facility. A collection facility is a center for the acceptance by donation, redemption or purchase, of recyclable materials from the public. Such a facility does not use power-driven processing equipment except as indicated in Article VI of Chapter 17.40, Criteria and Standards for Recycling Facilities. Collection facilities may include the following:
 - a. Reverse vending machine(s);
 - b. Small collection facilities which occupy an area of not more than 500 square feet, and may include:
 - 1) A mobile unit,
 - 2) Bulk reverse vending machines or a grouping of reverse vending machines occupying more than 50 square feet,
 - 3) Kiosk type units which may include permanent structures,
 - 4) Unattended containers placed for the donation of recyclable materials;
 - c. Large collection facilities which may occupy an area of more than 500 square feet and may include permanent structures.
2. Processing Facility. A processing facility is a building or enclosed space used for the collection and processing of recyclable materials. "Processing" means the preparation of material for efficient shipment, or to an end-user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning and remanufacturing. Processing facilities include the following:
 - a. A light processing facility occupies an area of under 45,000 square feet of gross collection, processing and storage area and has up to an average of 2 outbound truck shipments per day. Light processing facilities are limited to baling, briquetting, crushing, compacting, grinding, shredding and sorting of source-separated recyclable materials and repairing of reusable materials sufficient to qualify as a certified processing facility. A light processing facility shall not shred, compact or bale ferrous metals other than food and beverage containers.
 - b. A heavy processing facility is any processing facility other than a light processing facility.

"Redevelopment agency" means the redevelopment agency of the city of Lancaster.

Renovation, Exterior Façade. "Renovation, exterior façade" means a resurfacing of an existing building frontage so that the façade and signs are integrated into one unit.

"Required area" means:

1. The area of a lot which is shown as a part of a subdivision for purposes of sale, recorded as a final map or filed as a record of survey map approved as provided in the Subdivision Map Act or as provided in Ordinance No. 4478, entitled "Subdivision Ordinance," adopted March 19, 1945, except that where a parcel which otherwise would have been shown as one lot, is divided into two or more lots because of a city boundary line or a line between land the title to which was registered under the Land Title Law

(Torrens Title) and land the title to which was not so registered, in which case "required area" means the area of such parcel; or

2. The area of a lot or parcel of land the right of possession of which, by virtue of a deed duly recorded, or by a recorded contract of sale, is vested in a person who neither owns nor has a right of possession of any contiguous parcel of property; provided, that the deed or contract of sale by which such right of possession was separated has been recorded prior to the adoption by the board of supervisors of the ordinance, which imposes the area requirements upon such lot or parcel of land; or
3. Minimum lot area is specified in the property development regulations of the zone. Required area shall not include the access strip of a flag lot extending from the main portion of the lot or parcel of land to the adjoining parkway, highway or street.
4. Where neither subsection 1, 2 or 3 applies, the required area is:
 - a. In the CPD zone the minimum lot area is 5,000 square feet.
5. A lot shown as such on a subdivision for the purpose of lease only does not have the required area unless it complies with subsection 2, 3 or 4 of this definition.

"Residence" means a building designed as a one-family dwelling unit or a two-family dwelling unit which complies with the current adopted U.B.C.

"Reverse vending machine(s)" means an automated mechanical device which accepts at least one or more types of empty beverage containers including, but not limited to aluminum cans, glass and plastic bottles, and issues a cash refund or a redeemable credit slip with a value not less than the container's redemption value as determined by the state. A reverse vending machine may sort and process containers mechanically provided that the entire process is enclosed within the machine. In order to accept and temporarily store all 3 container types in a proportion commensurate with their relative redemption rates, and to meet the requirements of certification as a recycling facility, multiple grouping of reverse vending machines may be necessary. A bulk reverse vending machine is a reverse vending machine that is larger than 50 square feet, is designed to accept more than one container at a time; and will pay by weight instead of by container.

Roof-Mounted: Mounted above the eave line of a building.

Room, Habitable. "Habitable room" means an enclosed subdivision in a building commonly used for sleeping, living, cooking or dining purposes, excluding closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage space, cellars, utility rooms, and similar spaces. For purposes of applying parking space requirements:

1. If any of the above excluded rooms or spaces equals or exceeds 90 square feet of superficial floor area and is capable of being used for living or sleeping purposes, such room or space shall be considered a habitable room; or
2. If any room or space equals or exceeds 150 square feet of superficial floor area and is so designed to be capable of being used for both cooking and living, living and sleeping, or cooking and sleeping purposes, such room or space shall be considered as 2 habitable rooms, except in a bachelor or efficiency apartment. Superficial floor area shall be measured as clear floor space, exclusive of fixed or built-in cabinets or appliances.

"Rooming house and boarding house" means a lodging house, or other building or structure maintained, advertised or held out to the public as a place where sleeping or rooming accommodations are furnished to the whole, or any part of the public whether with or without meals. Rooming house includes fraternity and sorority houses.

"Safety" means and includes a water supply for fire protection which complies with the requirements of Ordinance No. 7834 entitled "water ordinance," adopted August 2, 1960.

"Scenic highway" means a highway within the state scenic highway system of the state of California.

"Service provider" means an entity that has traditionally provided telephone and similar services. This includes incumbent local exchange carriers, competitive local exchange carriers, and mobile wireless communication companies. Examples include Verizon, AT & T, and Sprint.

"Scrap metal processing yard" means any establishment or place of business which is maintained, used or operated solely for the processing and preparing of scrap metals for remelting by steel mills and foundries.

"Second dwelling unit" means an additional dwelling unit on a lot or parcel which provides complete independent living facilities and may be rented. For the purposes of this title a granny house is considered a second dwelling unit.

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

"Senior citizens and handicapped persons housing development" means a multiple-family housing development maintained for the occupancy of the elderly in which not more than 10% of the occupants are under 62 years of age, or for handicapped persons whose disabilities seriously restrict operation of a motor vehicle.

"Senior mobilehome park" is a mobile home park in which at least 80% of the spaces are occupied by or intended for occupancy by at least one person who is 55 years of age or older, or in which 100% of the spaces are occupied or intended for occupancy by persons 62 years of age or older.

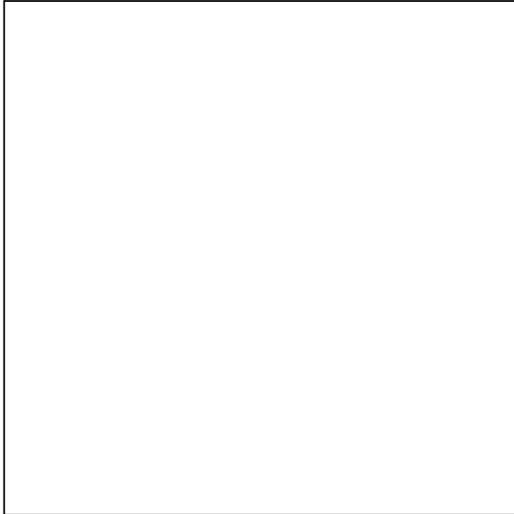
"Shadow plan" means a diagram of the total area likely to be shaded from the sun on December 21st by an object of given height and dimension.

"Shall" is mandatory.

"Shopping center" means a group of attached commercial buildings, with a common architectural theme, which is designed and intended to house retail commercial uses on a lot(s) or parcel(s) of land with a total net area of 2 acres or more which is planned, developed and managed as an operating unit including the provision of on-site common parking and access to serve each use and its customers.

"Sign" means any name, figure, character, outline, spectacle, display, delineation, announcement, advertising, billboard, signboard, device, appliance, or any other thing of similar nature to attract attention outdoors or on the face, wall or window of any building, and shall include all parts, portions, units and materials composing the same, together with the frame, background and support of anchorage therefor, as the case may be. Any sign authorized by this title is allowed to contain noncommercial copy in lieu of any other copy.

"Sign area" means the entire surface area, excluding all support structures, of a single-faced sign or the largest face of a sign having 2 or more faces.



Sign, Business. "Business sign" means a sign directing attention to the principal business, profession or industry located upon the premises upon which the sign is displayed, to type of products sold, manufactured or assembled, or to services or entertainment offered on said premises.

Sign, Changeable Copy. "Changeable copy sign" means a sign which is characterized by manually changeable copy, letters, symbols or numerals.

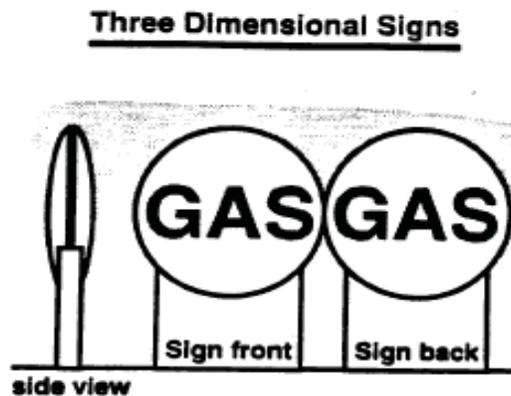
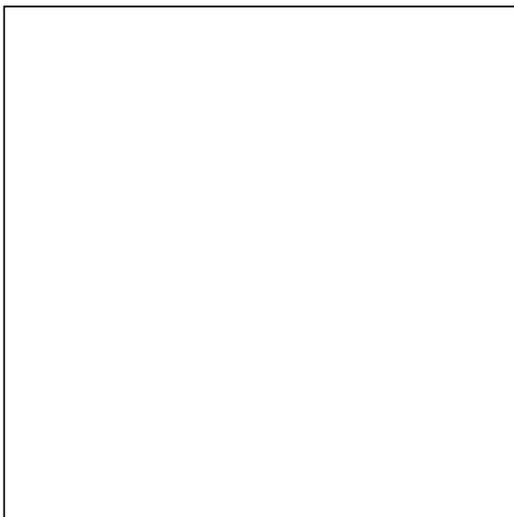
Sign, Civic Organization. "Civic organization sign" means a sign which contains the names of, or any other information regarding civic, fraternal or religious organizations located within an unincorporated community or city but which contains no other advertising matter

Sign, Community Identification. "Community identification sign" means a sign which contains the name of an unincorporated community or city of the county and appropriate travel directions but which contains no other advertising matter.

Sign, Construction. "Construction sign" means temporary sign denoting the architects, engineers, owners, lenders, contractors, future tenants and others associated with a construction project, but which contains no other advertising matter.

Sign, Directional and/or Informational. "Directional and/or informational sign" means a sign which indicates the route to, direction of, or location of a given goal, or which provides regulatory or service information of a nonadvertising character.

"Sign face" means that portion of a sign intended to be viewed from one direction at one time. Spherical, cylindrical, or other 3-dimensional signs not having conventional sign faces shall be considered to have 2 faces and the area of each sign face shall be computed from the smallest 3-dimensional geometrical shape or shapes which will best approximate the actual surface area of said faces.



Sign, Flashing or Scintillating. "Flashing or scintillating sign" means any sign which, by method or manner of illumination, flashes on or off, winks, or blinks with varying light intensity, shows motion or creates the illusion of motion, or revolves in a manner to create the illusion of being on or off.

Sign, Freestanding. "Freestanding sign" means a sign which is placed on the ground or has as its primary structural support one or more columns, poles, uprights or braces in or upon the ground. "Freestanding sign" includes ground, monument, pole and post signs.

Sign, Freeway-Oriented. "Freeway-oriented sign" means a sign oriented to be viewed primarily from an adjacent freeway which identifies a business engaged in the provision of food, lodging or motor vehicle fuel, and which is primarily dependent upon said freeway.

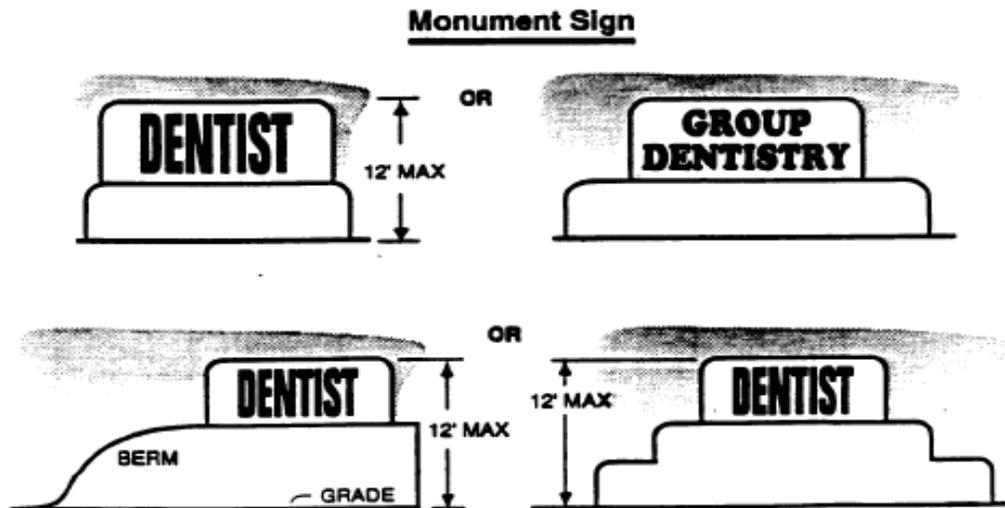
Sign, Fuel Pricing. "Fuel pricing sign" means a sign indicating, and limited to, the brand or trade name, method of sale, grade designation, and price per gallon of gasoline or other motor vehicle fuel offered for sale on the business premises; and such other information as may be required by county ordinance or state law.

Sign, Incidental Business. "Incidental business sign" means a business sign indicating credit cards accepted, trading stamps offered, trade affiliations and similar matters.

Sign, Lighted. "Lighted sign" means a sign which is illuminated by any source whether internal, external or indirect.

Sign, Marquee. "Marquee sign" means any sign painted on or affixed to the perimeter or border of a permanently roofed structure constructed as a part of a building and protruding over public or private sidewalks or rights-of-way. Such signs shall be considered wall signs for purposes of regulation.

Sign, Monument. "Monument sign" means a freestanding sign which does not exceed 12 feet in height and is supported by an enclosed structure which has at least the same length and width as the sign face it supports.

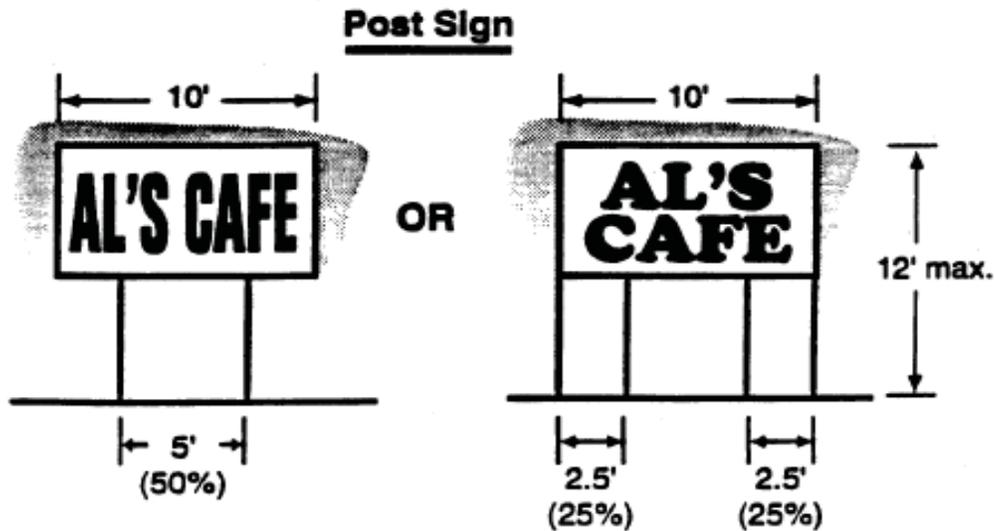


Sign, Outdoor Advertising. "Outdoor advertising sign" means any sign directing public attention to a business, profession, product or service that is not a primary business, profession, product or service which is sold, manufactured, conducted or offered on the premises where such sign is erected or maintained. "Outdoor advertising sign" includes billboard.

Sign, Pole. "Pole sign" means a freestanding sign which is supported entirely by unenclosed poles or uprights in or on the ground. (This definition shall not apply to outdoor advertising signs.)

Sign, Portable. "Portable sign" means a freestanding sign which is not permanently affixed, anchored or secured to either the ground or a structure on the premises it is intended to occupy.

Sign, Post. "Post sign" means a freestanding sign which is supported by not more than 2 enclosed poles or uprights in or on the ground, and the horizontal dimensions of such enclosure where it faces the same direction as the sign face is not less than 50% of the maximum length of the sign face. Where 2 enclosed poles or uprights are used the sum of the 2 equal horizontal dimensions of the enclosures is not less than 50% of the maximum length of the sign face.



Sign, Project Identification. "Project identification sign" means a sign which displays only the name of a multiple-family development or project and shall be only a wall sign or monument sign.

Sign, Projecting. "Projecting sign" means a sign which is affixed to and wholly supported by an exterior wall of a building or structure other than a wall sign.

Sign, Pylon. "Pylon sign" means a freestanding sign in which the sign face is separated from ground by means of one or more supports such as enclosed poles, pole covers or columns.

Sign, Revolving. "Revolving sign" means a sign or any portion thereof which rotates, moves or appears to move in some manner by mechanical, electrical, natural or other means.

Sign, Roof. "Roof sign" means any sign erected upon and wholly supported by the roof of any building or structure. "Roof sign" shall not include a wall sign affixed to the roof eaves or that portion of an actual or false roof varying less than 45 degrees from a vertical plane as provided by this title.

Sign, Sidewalk. "Sidewalk sign" means a temporary, portable sign typically near or upon a sidewalk.

"Sign structure" means a structure existing, erected or maintained to serve exclusively as a stand, frame or background for the support or display of signs.

Sign, Subdivision Directional. "Subdivision directional sign" means a temporary single-faced sign used for the purpose of providing travel directions to a subdivision development offered for public sale for the first time.

Sign, Subdivision Entry. "Entry subdivision sign" means a temporary sign which provides necessary travel directions to and within a subdivision offered for sale or lease for the first time but contains no other advertising matter.

Sign, Subdivision Kiosk. "Subdivision kiosk sign" means a sign erected for the purpose of providing directional information in a uniform manner to new residential developments offered for sale for the first time to the public. Said sign may identify multiple developments and shall contain no advertising information other than the name of the development and a directional arrow. Subdivision kiosk signs may also contain directional information to public facilities.

Sign, Subdivision Sales. "Subdivision sales sign" means a temporary sign which contains the name of, and information relating to, a subdivision being offered for sale or lease for the first time.

Sign, Subdivision Special-Feature. "Subdivision special-feature sign" means a temporary sign which contains a description of the features and related information pertaining to a model home complex in a subdivision offered for sale or lease for the first time.

Sign, Temporary. "Temporary sign" means any sign which is intended to be posted for a maximum period of one year. Temporary signs include, without limitation as to content, political campaign signs, garage sale signs, search lights, real estate—for sale, lease, rent, or open house signs, holiday decorations, and seasonal sales signs.

Sign, Temporary Personal Message. "Temporary personal message sign" means a sign which is of a temporary nature and which displays only personal, as opposed to commercial, messages from the resident owner or occupant of the residential premises. Such messages may include, but are not limited to, birth announcements, greeting for a birthday or anniversary, and other messages of a personal nature.

Sign, Temporary Window. "Temporary window sign" means any sign painted on a window or constructed of paper, cloth, canvas or other similar lightweight material, with or without frames, and affixed to the interior side of a window and displayed so as to call to the attention of persons outside the building a sale of merchandise or a change in the status of the business.

Sign, Time, Temperature and Public Service. "Time, temperature and public service sign" means a sign which uses any system to display the time of day and/or atmospheric temperature, and which may have the means to display a programmable electronic public service message. Electronic messages of an advertising nature are not permitted on such signs.

Sign, Under-Marquee. "Under-marquee sign" means any sign suspended from the underside of a permanently roofed structure constructed as part of a building and protruding over public rights-of-way or private sidewalks.

Sign, Wall or Wall-Mounted. "Wall or wall-mounted sign" means a sign, other than a roof sign, affixed to and wholly supported by a building in such a manner that its exposed face is approximately parallel to the plane of said building and is not projecting more than 18 inches from the building face or from a permanent roofed structure projecting therefrom.

Wall Sign

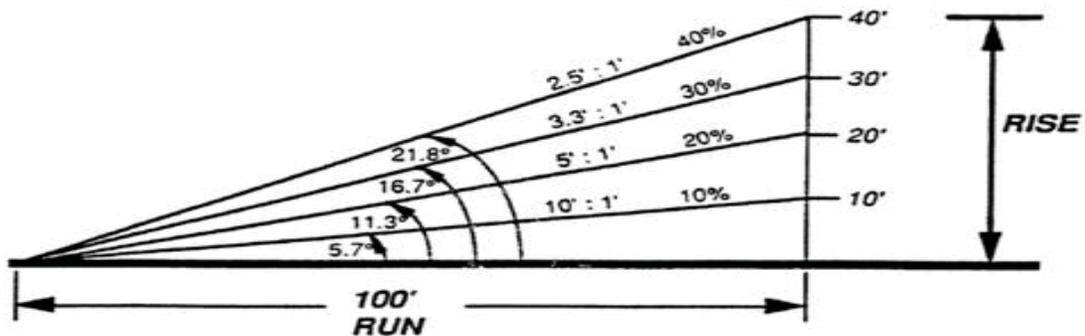


Sign, Window. "Window sign" means any sign which is painted on or otherwise permanently affixed to the display window glass or located inside the building within 3 feet of the display window glass.

"Single-family attached residence" means a building, containing only one kitchen, designed or used to house not more than one dwelling unit, which shares a common wall or walls with another dwelling unit or units of the same type, and which is located on a separate lot from the unit or units with which it shares a common wall or walls. No such dwelling unit may occupy any space over or above another dwelling unit.

"Single-family detached residence" means a building containing only one kitchen, designed or used to house not more than one dwelling unit, not attached to or sharing a common wall with any other dwelling.

"Slope" means the degree of deviation of surface from the horizontal, usually expressed in percent or degrees.



Slope Percentage = rise / run = (x) feet run to one foot rise

"Sludge" means the accumulated matter, whether mechanically treated, irradiated, digested, stabilized, composted, or untreated, produced in the treatment of wastewater. This includes liquid, semi-liquid, and solid material that has been mechanically dewatered or air dried.

"Solar energy system" means either of the following depending upon the context of the ordinance:

1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage and distribution of solar energy for space heating or cooling, or for water heating, or generation of electricity; or
2. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage and distribution of solar energy for space heating or cooling, or for water heating.

"Solid fill" means any noncombustible materials, insoluble in water, such as soil, rock, sand or gravel, that can be used for grading land or filling depressions.

"Solid fill project" means any operation on a parcel of land where more than 1,000 cubic yards of solid fill materials are deposited for any purpose including the grading or reclaiming of land.

Special Use Permit. Whenever this title, or any case granted thereunder, refer to a "special permit" or a "special use permit" it shall be construed to mean a conditional use permit.

Stable, Boarding. "Stable, boarding" means a stable for the boarding of horses, mules or ponies for compensation.

Stable, Commercial. "Stable, commercial" means a stable which offers horses, mules or ponies for hire. Such stables may also offer training for such animals and/or riding instruction. Commercial stables may also board such animals for compensation.

"Stand" means a structure for the display and sale of products with no space for customers within the structure itself.

"Station" means the stopping place in a transportation system designed or intended to be used for the receiving or discharging of passengers and cargo, but shall not provide for the storage of the conveyance vehicle and shall not include any appurtenant facilities other than a shelter and ticketing facilities for passengers. Stations include train stations, bus stations, and similar transit stations.

"Stealth communication facilities" means wireless telecommunication facilities that may be over the height limit in the zone in which they are located, but are designed or camouflaged to blend into the surrounding background environment or be enclosed into the structure upon which they are mounted. Stealth facilities would not be recognizable as a wireless telecommunication device. Examples include wireless telecommunication facilities constructed within church steeples or towers, camouflaged by vegetation, or designed into the construction of other architectural building features.

"Story" is that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the roof above. Story includes a basement but not a cellar.

Street. See Section 16.04.060 of this code for definitions of the various types of streets.

"Structure" means anything construed or erected, which requires a fixed location on the ground, or is attached to something having a fixed location on the ground.

"Subdivision development" means a subdivision located wholly or partially within the city, a final map of which has been recorded prior to the date on which an application for a subdivision directional sign pursuant to the provisions of Section 17.40.220C has been filed.

"Subdivision directional sign base" means the base structure upon which subdivision directional signs are placed.

"Subdivision ordinance" means the subdivision ordinance of the city, codified as Title 16 of this code.

"Telephone repeater station" means a building used for housing amplifying equipment along aerial or underground telephone cable routes.

Temporary Wireless Communications Facility: A wireless communications facility that is kept portable or mobile and deployed while a permanent facility is under construction.

"Terminal" means any facility designed or intended to be used for the receiving or discharging of passengers or cargo and providing for the temporary or permanent storage of the conveyance vehicle. Terminals include train terminals, airports, bus terminals, freight terminals, harbor terminals, or any combination of the above commonly referred to as multipurpose terminals.

"Theater" means an enclosed building used for public assembly and/or entertainment including sports events, theatrical performances, concerts and recitals, circuses, stock shows and conventions. "Theater" includes auditorium.

"Tower height" means the height of the actual tower plus one-half the rotor diameter on horizontal axis installations, and the distance from the base of the tower to the top of the unit on vertical axis installations.

"Travel trailer" means a vehicle other than a motor vehicle which is designed for human habitation and which may be moved upon a public highway without a special permit or chauffeur's license.

"Travel trailer park" means any area or tract of land or a separate designated section within a mobilehome park where one or more lots are rented or leased or held out for rent or lease to owners or users of recreational vehicles used for travel or recreational purposes.

"Use" means and includes construction, establishment, maintenance, alteration, moving onto, enlargement and occupation. Wherever this title prohibits the use of any premises for any purposes, such premises and any building, structure or improvement on such premises shall not be used, occupied, altered or improved for such purpose, and no building, structure or improvement on such premises shall be erected, constructed, established, maintained, allowed to remain, altered, moved onto, or enlarged which is designed, arranged or intended to be occupied or used for such purpose.

Veterinary Clinic, Small Animal. "Small animal veterinary clinic" means any facility providing medical or surgical treatment, clipping, bathing and similar services to dogs, cats and other small animals, but excluding boarding or the keeping of animals on the premises other than those requiring emergency treatment or those recovering from anesthetic.

"Video game arcade" means any use where five or more coin-operated games of skill are kept and maintained for public use.

"Waste disposal facility" means any dump, transfer station, land reclamation project, incinerator except household incinerators and wood refuse to be burned in a suitable furnace, or other similar site or facility which is used or intended to be used for the transfer, salvage or disposal of

rubbish, garbage or industrial waste. Waste disposal facilities do not stockpile, commercially compost, process, or handle sludge or biosolid materials.

"Wild animal" means any wild, exotic, dangerous or nondomestic animal, including but not limited to mammals, fowl, fish or reptiles.

"Wind energy conversion system" means a mechanism which is designed to utilize the natural movement of air as a means of generating electricity. The following terminology as it pertains to wind energy conversion systems is listed below:

"AWEA" means American Wind Energy Association.

"FAA" means Federal Aviation Administration.

"Guy wires" means wires or cables used in tension to support a tower.

"Non-commercial wind energy system ("NC-WES")" means a small wind energy system suitable for Rural Residential Zone (RR-1 and RR-2.5 only) meeting the requirements of Section 17.08.337, consisting of a wind turbine, tower, blades, associated controls and conversion electronics, which has a rated capacity that does not exceed the allowable rated capacity under the Emerging Renewables Fund of the Renewables Investment Plan administered by the California Energy Commission and which will be used primarily to reduce on-site consumption of utility power by converting mechanical energy into electricity.

"Tower" means the portion of the NC-WES upon which the wind turbine is mounted.

"Tower height" means the height above grade of the fixed portion of the tower measured from the ground to the top of the tower, excluding the wind turbine, blades and wind-measuring devices.

"USGS" means the United States Geological Survey.

Utility Pole: Any pole or tower owned by any utility company that is primarily used to support wires or cables necessary to the provision of electrical or other utility services regulated by the California Public Utilities Commission.

"Vertical axis wind turbine (VAWTS)" means a small scale, non-commercial vertical axis wind turbine system, designed with a vertical axis, suitable for residential zones consisting of a wind turbine, tower, blades, associated controls and conversion electronics, which has a rated capacity that does not exceed the allowable rated capacity under the Emerging Renewables Fund of the Renewables Investment Plan administered by the California Energy Commission and which will be used primarily to reduce on-site consumption of utility power by converting mechanical energy into electricity.

"Wind turbine" means a non-commercial small wind turbine consisting of a wind turbine generator and rotors, which has a rated capacity of not more than one hundred (100) kilowatts (kW) and which converts kinetic energy in wind into mechanical energy.

"Wireless telecommunications facility" means a land use facility supporting antennas whips, panels or microwave dishes that send or receive radio frequency signals. Wireless telecommunication facilities include the structures or towers and related equipment buildings or cabinetry supporting the facility and can be manned or unmanned. Wireless telecommunications do not include noncommercial communication facilities such as licensed amateur radio stations and standard radio and television receive-only antennas.

"Writing" means and includes any form of recorded message capable of comprehension by ordinary visual means. Whenever any notice, report, statement or record is required or authorized by this title, it shall be made in writing in the English language unless it is expressly provided otherwise.

"Yard" means an open space on the same lot or parcel of land, other than a court, unoccupied and unobstructed from the ground upward, except as otherwise permitted by this title.

Yard, Front. "Front yard" means a yard extending across the full width of the lot or parcel of land. The depth of a required front yard shall be a specified horizontal distance between the highway line of any arterial or other street on which the property fronts, and a line parallel thereto on the lot or parcel of land, except as otherwise provided for a flag lot in Section 17.08.170A. On corner lots the front yard shall be located across the narrower frontage of the lot. A yard shall not be deemed a front yard if there is no right of access of any kind, pedestrian or vehicular, from the adjoining arterial or other street.

Yard, Rear. "Rear yard" means a yard extending across the full width of the lot or parcel of land. The depth of the required rear yard shall be a specified horizontal distance between the rear lot line and a line parallel thereto on the lot or parcel of land.

Yard, Side, Corner. "Corner side yard" means a yard bounded by an arterial or other street, extending from the required front yard, or the highway line on which the property fronts where no front yard is required, to the required rear yard or to the rear lot line where no rear yard is required. The width of such required side yard shall be a specified horizontal distance between the highway line of the arterial or other street on which the property sides, and a line parallel thereto on the lot or parcel of land.

Yard, Side, Interior. "Interior side yard" means a yard extending from the required front yard, or the highway line on which the property fronts where no front yard is required, to the required rear yard or to the rear lot line where no rear yard is required on other than a corner side yard. The width of a required interior side yard shall be a specified horizontal distance between each such side lot line and a line parallel thereto on the lot or parcel of land.

Yard, Street Side. "Street side yard" means the same as corner side yard.

(Ord. 900 § 1, 2008; Ord. 896 § 1 (Exh. A §§ 1, 2), 2008; Ord. 862 § 1, 2006; Ord. 849 § 1 (Exh. A § 1), 2005; Ord. 758 § 1 (Exh. A § 1 (part)), 1999; Ord. 753 § 1 (Exh. A § 1 (part)), 1999; Ord. 713 § 1, 1995; Ord. 711 § 3, 1995; Ord. 681 §§ 1, 2, 1995; Ord. 663 § 1, 1994; Ord. 661 § 3, 1994; Ord. 651 § 3, 1993; prior zoning ord. §§ 120—120.25)

(Ord. No. 921, § 1, 6-9-09; Ord. No. 954, § 1, 12-14-2010; Ord. No. 989, §§ 2—5, 7, 4-9-2013)

17.08.050 - Uses and permit requirements.

Residential Zones — Uses Matrix			
USES P = permitted use / D = director's review C = conditional use / N/A = not allowed	ZONES		
	RR-2.5 RR-1 SRR	R-15,000 R-10,000 R-7,000	MDR HDR
A. Uses.			
Single-family house on individual lot	P	P	D
Multi-family: 2 or 3 units	N/A	N/A	D
Multi-family: 4 or more units	N/A	N/A	P
Duplex on single-family corner lot in a new subdivision (minimum dimensions of 100' by 100')	N/A	P	N/A
Residential planned development (RPD)	C	C	C
Health facility ⁷	N/A	C	C
Community care facility (six beds or fewer) ⁸	P	P	P
Mobilehome on individual lot	D	D	D
Mobilehome parks	Permitted in MHP zone only		
B. Accessory uses.			
Accessory structures/buildings (gazebos, sheds, etc.) (Subject to Section 17.08.160)	P	P	P
Swimming pools and pool equipment (Subject to Section 17.08.160)	P	P	P

Accessory dwelling unit (Subject to Section 17.08.240)	D	D	D ²
Guest house (Subject to Section 17.08.230)	P	P	P ²
Garage conversion (Subject to Section 17.08.220)	P	P	P ²
Small family daycare (up to 7 children)	P	P	P ²
Large family daycare (8 to 14 children) (Subject to Section 17.08.190)	D	D	P ²
Home occupation/home office (Subject to Section 17.08.200)	P	P	P
Electric vehicle charging station (EVCS)	P	P	P
Non-commercial solar energy systems, including building and ground-mounted photo-voltaic (PV) panels	P	P	P
Non-commercial wind energy systems (NC-WES)	D	D	D
Vertical-axis wind turbines (VAWTs)	D	D	D
Cargo containers ³	P	N/A	N/A
Light agricultural uses ³	P	N/A	N/A
Carnivals ⁶	D	D	D
C. Temporary uses.			
Temporary mobilehome as residence during construction	D	D	D
Real estate sales office in conjunction with new subdivision	D	D	D
Model homes in conjunction with new subdivision	D	D	D
Cargo containers (Subject to Section 17.08.170)	P	P	N/A
D. Other uses.			

Animal boarding and training; kennels ⁴	C	N/A	N/A
Animal hospital ⁴	C	N/A	N/A
Arboretums and horticultural gardens	C	N/A	N/A
Churches	C	C	C
Colleges and universities	C	C	C
Commercial crop production	P	N/A	N/A
Commercial solar electrical generation facilities ⁴	C	N/A	N/A
Community gardens	D	D	D
Daycare center	C	C	C
Electric distribution substations	C	C	C
Equestrian center; commercial or boarding stables ³	C	N/A	N/A
Expansion of parking lot for institutional uses	D	D	D
Feed stores and related accessory uses ³	C	N/A	N/A
Gas metering and control stations	C	C	C
Golf courses and driving ranges, and accessory facilities	C	C	C
Land reclamation projects ⁴	C	N/A	N/A
Neighborhood wellness home	D	D	D
Parking lots as a transitional use	D	D	D
Radio and television stations and towers ³	C	N/A	N/A
Retail nurseries ³	C	N/A	N/A

Rooming and boarding houses	N/A	N/A	C
Schools, not including trade or commercial schools	C	C	C
Single-room occupancy (SRO) (Subject to 17.08.245)	N/A	N/A	D
Water reservoirs, pumping stations, tanks, wells, etc.	P	P	P
Wireless telecommunication facilities (stealth) ⁵	D	D	D
Wineries (minimum 10 gross acre lot)	C	N/A	N/A
Uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in these zones shall be subject to interpretation of the Director			

Notes:

¹ R-7,000 and R,10-000 zones only

² For single family homes in MDR and HDR zones, use, development standards and permit requirements shall be determined by the Director when compatible with existing and surrounding areas and adjacent properties

³ RR-1 and RR-2.5 zones only

⁴ RR-2.5 zones only

⁵ In conjunction with a non-residential use, such as a church, school, etc.

⁶ Subject to the provisions of Chapter 9.46.

⁷ In accordance with Section 1250 of the Health and Safety Code

⁸ In accordance with Section 1520 of the Health and Safety Code

(Ord. No. 989, § 1, 4-9-2013; Ord. No. 999, § 3, 8-26-2014)

17.08.340 - Residential Planned Development (RPD).

- A. Purpose and Intent. The purpose and intent of the residential planned development (RPD) is to allow for project designs that do not entirely meet the regulatory standards in this chapter, but do meet the design objectives of the general plan and design guidelines. The RPD promotes high-quality, well-planned developments with residential features and amenities beyond those typical of conventional development, including innovative site layout and design, high-quality architecture, enhanced pedestrian connections and provision of trails, parks and open space. The RPD also allows for project design that is sensitive to the unique physical characteristics of the site (such as clustering units to avoid development in flood-prone areas), or other circumstances that warrant special methods of development. The RPD would reduce developmental problems in hillside areas and preserve areas of natural scenic beauty through integrated planning and design, and unified control of development. It is further the purpose of this section to establish development standards for the RPD that will result in a project that is superior to conventional development, in exchange for greater flexibility and intensification of land use.
- B. Applicability. These specific standards are applicable for all residential planned developments in zones in which they are allowed subject to the granting of a conditional use permit.
- C. Standards. The following standards shall apply to all residential planned developments:
 - 1. Area. The proposed development plan shall encompass a gross area of not less than the acreage specified below by the zone in which the property is located:

Zone	Minimum Area
RR, SRR	10 acres
R, MDR, HDR	5 acres

- 2. The proposed development plan for an area less than specified above may be considered when there is no effective way to develop the property under conventional standards.
- 3. Density. In an RPD, the number of dwelling units shall be within the density range for the subject property as specified by the zone.
- 4. Type of Structures. Dwelling units may be single-family attached or detached structures, duplexes or multiple-family residential structures depending upon adjacent development and the compensating features of the development plan. The commission may approve places of public assembly, recreational buildings and accessory buildings if such facilities are for the primary use of persons residing within the planned development project and located so as not to be detrimental to adjacent properties.
- 5. RPD Development Standards. A builder shall adhere to the development standards as listed in section 17.08.060 and the design and performance standards listed in section 17.08.070, unless the builder proposes standards that will result in a more innovative

and superior product, makes the finding that the project will meet or exceed the design goals and objectives of the general plan and design guidelines; and include a custom development standard table as part of the application.

6. Open Space and Trails. Open space, paseos and trails shall comprise not less than fifteen (15) percent of the net lot or parcel area exclusive of required yards, provided, however, that where the applicant submits evidence to the satisfaction of the commission that the particular development will contain compensatory characteristics which will provide as well or better for planned residential development within the intent of this section. Subject to the approval of the commission, open space shall include one or more of the following designated uses or facilities for the use and enjoyment of all the occupants of the planned residential development or appropriate phase thereof:
 - a. Common open space developed for recreational purposes;
 - b. Areas of scenic or natural beauty forming a portion of the proposed development;
 - c. Present or future recreational areas of noncommercial nature including parks and playgrounds. Where specifically approved by the commission, green fees or similar charges related to use of a golf course or similar open recreational use may be permitted, provided such charges are incidental to operation of said facilities, are not primarily commercial in nature, and do not alter the character of said recreational facility;
 - d. Hiking, equestrian or bicycle trails;
 - e. Landscaped portions adjacent to streets or highways which are in excess of minimum required rights-of-way or yards;
 - f. Other similar areas determined appropriate by the commission. In approving said open space, the commission shall give consideration to the project to be developed, the characteristics of such open space, the manner in which the open space is to be improved and maintained, and such other information as the commission deems pertinent. Reservation of open space shall be made a condition of approval. Such reservation shall be by public dedication, establishment of a maintenance district, common ownership, or other satisfactory means to insure the permanent reservation of and, where appropriate, perpetual maintenance of required open space.
7. Distribution of Open Space. Projects developed in phases shall be designed so that each successive phase will contain sufficient open space to independently qualify under the provisions of subsection C.5., provided however, that where the applicant submits development plans indicating to the satisfaction of the commission that the proposed development will provide as well or better for planned residential development within the intent of this section, the commission may approve a division of open space encompassing more than one phase. Where a division of open space will encompass more than one phase, the applicant shall provide the commission with a map indicating cumulative allocation and utilization of open space for each successive phase in each subsequent application.
8. Landscaping. The RPD shall adhere to the provisions of section 17.08.110 (landscaping) unless the builder proposes a landscaping plan with the finding that the

project will meet or exceed the design goals and objectives of the general plan and design guidelines.

9. Street circulation and Connections. The RPD shall be designed to integrate with the adjacent and surrounding land uses through the use of enhanced circulation and connections, with complete streets allowing for safe vehicular, pedestrian and bicycle use. Subject to the approval of the commission, street circulation and connections shall include one or more of the following designated features:
 - a. Street calming features, including corner bulb-outs, mid-block bump-outs, stamped paving, etc;
 - b. Pedestrian connection features, including cul de sac pedestrian access, mid-block pedestrian paseos, pedestrian-only pathways, widened parkways, etc;
 - c. Bicycle pathways and trails;
 - d. Other features and mechanism in accordance with the master plan of trails and bikeways.
10. Utilities. The applicant shall submit to the commission, and it shall be made a condition of approval, satisfactory evidence that the applicant has made arrangements with the serving utilities to install underground all new facilities necessary to provide service in the development.
11. Development Program. The commission shall consider and may approve an appropriate program indicating the development of open space related to the construction of dwelling units, which shall become a condition of approval. Where development is to be completed in phases, the said development may, with the approval of the commission, be coordinated between phases as approved in subsection C.6. The commission may modify, without a hearing, this condition pertaining to the development program based upon an affirmative showing, in writing, of hardship.
12. Findings for RPD. In addition to all other consistency and health and safety findings applicable to the project, the following findings shall be made in reviewing and approving a residential planned development application for a conditional use permit:
 - a. The residential planned development meets the goals of the city general plan, pertaining to community design, and the objectives to "enhance overall community form, create a vibrant sense of place," and to "improve the city's visual identity by utilizing design standards that instill a sense of pride and well-being in the community."
 - b. The residential planned development adheres to the adopted city design guidelines and the design and performance standards listed in this section, and is consistent with the mission statement of "implementing quality design for timeless architecture that enhances the community's image, pride and quality of life."
 - c. The residential planned development is comprehensive, covers a logical planning area, and provides the opportunity for unique and creative designs that are not possible under the city's typical development regulations.

17.08.080 - Infill residential development.

- A. Purpose and intent. The purpose of this section is to implement the city general plan 2030, policy 18.2.1, which encourages appropriate infill development, and specific action 18.2.1(c). Under the guidance of the specific action, a developer may build up to eight residential units per net acre on land zoned R-7,000, provided the developer makes the findings that the proposed infill development would integrate with the surrounding area.
- B. Qualification criteria for infill residential development. Properties zoned R-7,000 and meeting one of the following criteria qualify for infill residential development of up to eight units per acre:
 - 1. The project site is located within the area bounded by Avenue I, 20th Street East, Avenue L and 30th Street West; or
 - 2. The project site is surrounded by existing development (fully improved with paving, landscaping, curb and gutter, etc.) on all adjoining sides; or
 - 3. The project site is located adjacent to property zoned commercial, office professional, mixed use or light industrial development; or
 - 4. The project site combines four or more adjoining parcels, combining for a minimum project size of five acres.
- C. Findings for infill residential development. The following findings shall be made when recommending approval for an infill residential development:
 - 1. The project reduces overall land use fragmentation in the city.
 - 2. The project uses existing infrastructure and minimizes extension of new services and resources.
 - 3. The project is compatible with adjacent land uses and would not adversely affect the health, peace, comfort or welfare of persons residing or working at the adjacent properties.
- D. Infill residential development standards. In addition to all other applicable development standards listed in this chapter, infill residential single-family lots shall adhere to the following additional standards specific for small-lot single-family homes:
 - 1. Site design.
 - a. Maximize usability of property by minimizing "dead spaces," which can often be found in narrow side yards with limited access.
 - b. Create privacy by designing windows that minimizes view into an adjacent residential home. Also, design windows of a façade along a zero-lot line facing a neighboring side yard to be small, with a high sill height, typically six feet above the finished floor, or provide windows with translucent glazing.
 - c. For alley-access small-lot single-family parcels, the developer shall provide a four-foot-wide pedestrian pathway to connect the building entrance to the street sidewalk.
 - 2. Building design.

- a. A proposed small-lot subdivision must have homes that are distinguished from one another, following the minimum number of model and floor plan combinations as listed in subsection 17.08.070.C.6.
 - b. Blank, flat wall planes are prohibited. Varied and articulated façades that create visually appealing elevations are required.
 - c. Provide at least two different rooflines to provide visual interest to the residential structure.
 - d. Roof-mounted equipment is not allowed, with the exception of solar and wind generation systems. Photo-voltaic panels facing the street shall be designed integrated with the house rooftop.
3. Transitions and buffering.
 - a. In infill situations, new buildings shall be located in a manner that complements the location of existing buildings on adjacent lots; and not in a manner that would diminish their appearance or that would create a streetscape with dramatically uneven building setbacks.
 - b. All residential buildings, including detached garages, shall maintain a minimum five-foot separation distance from any other structure to ensure adequate clearance area around the structures.
 - c. Adjacent homes shall not vary more than one-story in height.
4. Patios, private yards, open space and common areas.
 - a. Each small-lot single-family home shall have a porch area with minimum dimensions as listed in subsection 17.08.060.B.
 - b. Each small-lot single-family parcel shall provide a minimum of four hundred (400) square feet of usable private yard space with no dimensions less than twelve (12) feet.
 - c. The City may grant a reduction of usable private yard space to two hundred (200) square feet, with no dimensions less than twelve (12) feet, if the developer provides common open space or park elsewhere in the neighborhood that is no further than $\frac{1}{4}$ mile from the residence, or if there is an existing park within the same distance.
5. Parking and access.
 - a. For alley-access small-lot single-family parcels, a garage entrance facing an alley shall ensure a minimum of twenty-six (26) feet from the opposite edge of the alley, for adequate vehicle backup space.

17.08.070 - Design and performance measures.

Developers shall take the following actions in meeting specific design and performance measures in residential zones:

- A. Site design. Develop projects that enhance the sense of place and reflect a commitment to functional efficiency, quality, and neighborhood context.
 1. Develop innovative designs for new subdivisions that feature pedestrian connections, open spaces, enhanced landscaping, architecture, and streetscapes.
 2. Develop innovative designs for residential lot layouts, including wide corner lots, varied setbacks, and minimized visual presence of garages.
 3. Design neighborhoods to have distinct entryway features that help define neighborhood character and provide a sense of arrival.
 4. Design neighborhoods using "safe by design" techniques to reduce opportunities for criminal activity.
- B. Pedestrian connections and amenities. Develop residential neighborhoods with safe and attractive pedestrian and bicycle connections to trails, parks, schools, public transit, and other daily uses.
 1. Design neighborhoods with street patterns that minimize the walking distance between residential homes and neighborhoods amenities, such as trails, parks and schools.
 2. Design open-ended cul de sacs with paseos for pedestrian and bicycle access.
 3. Design pedestrian and bicycle paths separated from vehicular paths, to ensure safety and ease of use.
 4. Where appropriate, use traffic calming measures to reduce automobile speed within residential developments, including corner bulbouts, tree plantings, enhanced paving at crosswalks, and round-a-bouts.
- C. Building architecture and form. Provide enhanced elevations for residential structures that contribute to an attractive neighborhood streetscape.
 1. Articulate building façades by including variation in massing, roof form, and wall planes.
 2. Use multiple colors, materials, textures, and applied finishes to help break up wall massing.
 3. Provide distinctive entries, porches, balconies, and window treatment, oriented toward the street.
 4. Residential buildings shall use high-quality, tile roofing (concrete, ceramic, etc.), providing aesthetic value and appropriate for withstanding the city's varied climate conditions; asphalt shingle or other roofing material shall be permitted [when compatible with existing and surrounding areas and adjacent properties](#).
 5. Garage door shall provide aesthetic value to the home. Roll-up garage door types are permitted, whereas wooden, swing-out garage doors are prohibited.

6. Builders of new single-family residential subdivisions shall ensure architectural variation by providing a minimum of the following combinations, dependent on the proposed number of residential units in the development:

Proposed number of residential units	Minimum number of elevations	Minimum number of floor plans
Less than 20 units	3	3
20 to 50 units	3	4
50 to 100 units	4	5
100 units or greater	5	5

In no instance should two homes of the same model and floor plan be built adjacent to each other or across the street from each other.

- D. Transitions and buffering. Encourage transitions between proposed higher intensity developments and adjacent, less intensive uses to keep disturbance to a minimum.
 - 1. Step down the heights of structures at the edge of developments to match or complement those in adjacent properties.
 - 2. Enhance buffers with additional width or increased landscaping. Plant trees and shrubs in voids created by wall variations, at an appropriate scale.
 - 3. Vary building setbacks and wall alignments to soften the edge of the development.
 - 4. Provide a clear distinction between public and private spaces, through the use of height separation, fencing, berm, or a combination of these elements.
 - 5. Offset windows from one another between residential units.
- E. Open space and common areas. Provide open space and common areas to enhance quality of life, and to encourage opportunities for social gathering and interaction.
 - 1. For single-family residential developments, create centralized pocket parks, connected by trails and pedestrian paths, to serve the neighborhood.
 - 2. For multi-family residential developments, provide centralized open space and community facilities, to serve residents of the development.
 - 3. Create recognizable focal points by using community amenities in public open spaces and other commonly used community spaces.
- F. Parking and access. Minimize the dominant appearances of parking areas and structures, while ensuring functional vehicular access.

1. For multi-family residential developments, locate parking behind residential structures. For developments facing arterial streets, a builder may design a wide, enhanced landscape buffer between the street and parking areas, in circumstances where it is difficult to achieve rear parking placement. Wherever possible, design parking lots by dividing a large parking lot into a series of smaller, connected lots.
2. Decorate and define parking areas with plants, shrubs, trees, light fixtures, and textured paving to minimize the negative impact of large expanses of asphalt.
3. Provide defined pedestrian pathways between parking areas and residential building entrances.
4. Permanent parking for recreation vehicles (RVs), boats and other similar large items shall be located behind the front plane of the house.
5. In no instance shall flat, paved surfaces, including driveways, cover more than fifty (50) percent of a single-family front yard.

(Ord. No. 989, § 1, 4-9-2013)

17.08.180 - Animal Keeping.

A. Purpose. Regulations governing animals for the personal use of the family residing on the premises are established in order to provide for the keeping of domestic and wild animals where accessory to the residential use of the property as opposed to maintenance for commercial purposes. The following regulations presume a reasonable effort on the part of the animal owner to recognize the rights of surrounding neighbors by maintaining and controlling animals in a safe and healthy manner.

B. Keeping of Large Animals in Residential zones.

1. Applicability. The keeping of large animals, such as horses, cows, and similar animals are permitted in Rural Residential zones and the number of animals shall not exceed a total of eight (8) animals per lot, unless otherwise indicated.
2. Pigs are permitted as follows:
 - a. Pigs shall be permitted on Rural Residential zones with lots or parcels of land greater than one (1) acre in area, at a ratio of one (1) pig per acre.
 - b. They shall not be located not less than one hundred fifty (15) feet from any highway and not less than fifty (50) feet from the side or rear lot lines of any lot or parcel.
 - c. They shall not be fed any market refuse or anything other than table refuse from meals consumed on the same lot or parcel of land or grain.
3. Roosters shall be permitted on Rural Residential zones with lots or parcels of land greater than one (1) acre in area, at a ratio of one (1) rooster per acre.

C. Keeping of Small Animals.

1. The keeping of small animals, such as sheeps, goats, dogs, rabbits, reptiles, aquatic animals, birds and similar animals are permitted as indicated on the table below.

Zone	Aquatic Animals, Birds, Rabbits, Reptiles, and Rodents	Dogs	Cats	Other Small Animal (Including Poultry)	Total Number of Animals per Parcel or Lot
R, MDR and HDR zones	3	3	3	0	5
SRR and RR zones	3	3	3	3	8

2. Bee Keeping is permitted as follows:

- a. They shall be located in a single-family residential property in a residential zone that is greater than one acre.
- b. Only the common domestic honey bee, *Apis Mellifera* species, at any stage of its development, shall be permitted.
- c. No more than two hives may be maintained on any single-family residential property.
- d. All bee colonies shall be kept in hives capable of being inspected and consisting of moveable frames and combs.
- e. Hives must be kept in sound and usable condition at all times.
- f. Hives shall be located in the rear or side yard only. No hives shall be permitted in any front yard or in the street side yard of a corner property.
- g. Hives shall be located at least five feet from the side and rear property lines.
- h. Hive entrances shall face away from or parallel to the nearest property line(s).
- i. Hives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet above the adjacent ground level.

D. Keeping of Wild Animals

1. Antelopes, armadillos, badgers, beavers, camels, deer, foxes, giraffes, hippopotami, kangaroos, koalas, minks, ostriches, otters, peacocks, platypus, porcupines, prairie dogs, raccoons, seals, wallabies, and zebras and other similar animals are prohibited.
2. Animals prohibited by the State of California shall not be allowed to be kept within the City (California Code of Regulations, Title [14](#), Section 671).

E. Offspring. Young animals born to a permitted animal kept on the site may be kept until such animals are weaned.

F. Therapy and service animals. In accordance with fair housing law, a housing provider shall accommodate a person with a disability who requests a reasonable and necessary animal. Such animals may include, but are not limited to, guide dogs that assist persons with visual impairment, hearing dogs trained to alert those who are hard of hearing, service dogs trained to assist those with mobility impairment, or other animals intended to provide therapy, including emotional support.

G. Standards

1. Enclosure. All animals shall be properly caged or housed (kept in their corrals, barns, pens, or other enclosures). All such structures shall be fenced or otherwise enclosed to

adequately confine the animals. In addition, all such structures or other enclosures shall be classified as an accessory structure and are subject to the development standards of the underlying zone in which it is located.

2. Maintenance. All buildings used in conjunction with the keeping of small animals including animal enclosures and all other animal keeping areas shall be maintained free from litter, garbage, and the accumulation of animal excrement. All excrement produced by said small animals shall be disposed of on a regular basis so as to control flies and odor.
3. In addition to Los Angeles County Health Department requirements, all buildings or structures, including, but not limited to barns, corrals, training arenas, etc., used in conjunction with the keeping of small animals shall be located a minimum of fifty (50) feet from any street or highway or any building used for human habitation.
4. All noise shall be sound attenuated so that the noise level measured at the property line is within the ambient level for the zone in which the site is located.

F. Exceptions

1. Members of Future Farmers of America (FFA), Head, Hand, Heart and Health (4-H), independent livestock growers, and other similar organizations may have additional animals per the discretion of the Director.

17.08.200 - Home Occupations.

- A. Purpose and intent. The purpose of this article is to provide the guidelines and restrictions for operating a home occupation (home-based business), from a residential dwelling in the city. It is intended that the home occupation functions as an office, and is secondary to the dwelling's main residential use. In addition, the home occupation shall not detract from nor become incompatible with the surrounding residential uses; and thus, will not interfere with the general welfare of the surrounding residential area.
- B. Conditions for home occupations. No home occupation shall be approved unless it complies with this section and all pertinent city codes, ordinances and regulations:
 - 1. Residency. The applicant who holds the home-based business license shall reside at the address location as stated on the home-based business license.
 - 2. Boundaries. A home occupation shall be conducted only within the enclosed living area of the dwelling unit, accessory building, or the garage, without rendering the garage unusable as the required off-street parking space(s) for the dwelling unit. Home occupation activities shall not be visible or audible beyond the boundaries of the site.
 - 3. Alterations. There shall be no alteration of any building or structure which would result in a change of the residential occupancy classification under the current the state building code.
 - 4. Traffic and parking. The home occupation shall not generate vehicular traffic and/or vehicular parking which degrades or is otherwise detrimental to the residential nature of the neighborhood and thus becomes objectionable to neighboring residents and other affected by such parking or traffic.
 - 5. Hours of operation. No customer or client may come to the premises except during the hours of 7 a.m. to 10 p.m. No deliveries may originate from or be made to the premises except during the hours of 8 a.m. to 6 p.m.
 - 6. Commercial vehicles. No commercial vehicle which has a capacity of more than one-ton shall be parked or stored at the home occupation site other than a recreational vehicle. (The term "commercial vehicle" means as the term as described in the state vehicle code.)
 - 7. Nuisance. The home occupation shall not create any radio or television interference or create discernible noise, glare, dust, odor, vibrations, or unreasonable disturbance in excess of that which is normal to a residential use of the premises. Nor may the home occupation cause or generate any other condition that interferes with the peace, health, safety or general welfare of people or property in the surrounding area.
 - 8. Signs and advertising. There shall be no signs or structures advertising the home occupation business on the residential property. In addition, no other advertisement of the home occupation shall include the address of the residential dwelling where the home occupation is conducted.
 - 9. Storage. There shall be no exterior storage of materials in the conduct of a home occupation. The storage of materials, equipment, inventory, supplies, and files for home

occupation, is only permitted inside the dwelling unit or an entirely closed roofed accessory structure.

10. Rental property. No home occupation shall be conducted in a rental unit, without the owner or landlord's permission.
 11. Transferability. Home occupations are valid only for the person and the address approved and are nontransferable. Only persons whose primary residence in the dwelling unit may engage in the home occupation.
 12. Employees. A maximum of one employee is allowed at the home occupation, if located in an apartment or condominium unit; two employees is allowed if the home is within an urban residential zone; and three employees in rural residential zones.
 13. Sales. No commodity shall be sold or displayed on the premises.
 14. Specific conditions. The Director may add specific conditions to the approval of a home-based business license in order to address concerns which are not covered by the above conditions and which, in the Director's opinion, are necessary to protect neighboring property from any potential adverse effects of the proposed home occupation.
- C. Prohibited uses. The following uses shall not be allowed as a home occupation:
1. Ambulance service;
 2. Animal training;
 3. Body piercing;
 4. Construction, preassembly and similar large woodworking operations;
 5. Contractor and construction yards that cause or require outdoor storage;
 6. Cosmetology services including barber and beauty shops;
 7. Forensic testing;
 8. Limousine, taxi or tow truck services; recreational vehicle rentals or automobile leasing; food or ice cream vending vehicles; or other vehicles not normally incidental to a residential use where such motor vehicles would be parked or stored at the home occupation site. This provision does not preclude limited customer or client parking;
 9. Mechanical and electronic repair utilizing, maintaining, or storing more mechanical or electronic equipment on the premises than is common to a residence;
 10. On-site massage therapists;
 11. Pet grooming (not prohibited in RR-1 and RR-2.5 zones, if on appointment basis only);
 12. Rental establishments as described in section 17.12.040, the permitted uses section of the C zone;
 13. Repair services related to automobiles, motorcycles, large household appliances, small engines, garden equipment, or other machinery;
 14. Sales or production of drug paraphernalia;
 15. Tattoo studio;

16. Taxidermy;
 17. The manufacturing, sale, lease, or rental of firearms and/or ammunition;
 18. Welding shop and/or metal fabrication;
 19. Uses which are subject to Director's Review or a conditional use permit in the zone where the applicant's residence is located;
 20. Those uses which the Director determines are similar in nature to the uses listed above.
- D. Home-based business license. The home occupation shall be required to obtain a business license through the City of Lancaster. The applicant shall fully disclose on the application form all hazardous materials (as defined in section 17.04.240) which will be stored on-site or used in conjunction with the home occupation. The city shall accept only those applications which have provided all of the information required on the application form which applies to the proposed home occupation.
- E. Revocation. Home-based business licenses may be immediately revoked by the Director based upon a finding that any one of the following conditions exists:
1. That the use has changed either in nature or extent to the point that it differs substantially from the use requested in the approved application for the home-based business license .
 2. That the use fails to comply with any condition in subsection B of this section.
 3. That the holder of the home-based business license failed to allow inspections at a reasonable time for the purpose of investigating a complaint or to verify compliance of the home occupation with the required conditions.
 4. That the holder of the home-based business license failed to comply with any applicable city, county, state or federal ordinance, law or regulation including failure to obtain and/or renew a business license.

The Director shall notify in writing the holder of the home-based business license of such revocation and the reasons thereof. The Director's decision may be appealed in accordance with section 17.36.030.

(Ord. No. 989, § 1, 4-9-2013)

17.08.240 - Accessory dwelling units.

- A. Purpose and intent. The purpose and intent of this section is to provide a means to develop accessory, independent living facilities that would accommodate a variety of increasingly common living arrangements, including those for multi-generational households. The enactment of this section does not legitimize illegal accessory dwelling units.
- B. Applicability. This section shall apply to all accessory dwelling units, which is defined as an additional dwelling unit on a lot or parcel, which provides complete independent living facilities and may be rented.
- C. Standards. The following development standards shall apply to all accessory dwelling units:
 - 1. The accessory dwelling unit may be constructed as a detached building or may be attached to the primary residence on a lot or parcel with an existing single-family home in a residential zone.
 - 2. No more than one accessory dwelling unit shall be permitted on any residential lot or parcel. An accessory dwelling unit is not permitted on a residential lot which already has an existing accessory dwelling unit, a guest house, or a garage that has been converted to living space.

The accessory dwelling unit shall comply with the requirements set forth in section 17.08.160 for residential accessory uses and structures. The accessory dwelling unit is exempt from setback requirements when being converted from an existing garage.

- 3. The height of the accessory dwelling unit shall not exceed the height requirement in the underlying zone.
- 4. The accessory dwelling unit shall not be used for short term rentals (terms less than 30 days);
- 5. The floor area of an attached accessory dwelling unit shall not exceed fifty (50) percent of the existing living area of the main dwelling unit.
- 6. The minimum floor area for a detached accessory dwelling unit shall be four hundred (400) square feet. The maximum floor area for a detached accessory dwelling unit shall be no more than 10% of the square-footage of the lot.
- 7. The accessory dwelling unit shall be architecturally compatible with the main dwelling unit.

8. The accessory dwelling unit shall be located on the same lot as the principal dwelling and cannot be sold as a separate unit.
9. Any conversion or demolition for the purpose of adding an accessory dwelling unit resulting in a loss of parking spaces below the required minimum in the zone shall indicate a replacement of on-site paved parking spaces in any configuration (covered, uncovered, enclosed).
10. One parking space is required for the accessory dwelling unit, in addition to the parking required for the main dwelling unit. The parking for the accessory dwelling unit shall be provided by a ten (10) feet by twenty (20) feet space located either inside a garage or carport, or on a driveway not used for access into the primary structure's garage. The parking requirement shall not apply if the lot or parcel on which the accessory dwelling unit is being proposed meets any of the following:
 - a. Is within a half mile radius from public transit;
 - b. Is within an architecturally and historically significant historic district;
 - c. Is part of an existing primary residence or an existing accessory structure;
 - d. Is in an area where on-street parking permits are required, but not offered to the occupant of the ADU; and
 - e. Is located within one block of a car share area.
11. A mobile or manufactured home can be permitted as an accessory dwelling unit and shall comply with the requirements set forth in section 17.08.250 (Mobilehomes and Manufactured Housing);
12. The accessory dwelling unit may have a separate address and mailbox.

The accessory dwelling unit may have separate utility meters from the primary dwelling unit, such as meters for water, gas and electricity.

- D. Application. Any property owner seeking a permit for an accessory dwelling unit shall submit a Director's Review application. The Director shall approve the application so long as the accessory dwelling unit complies with all provisions of this section. In the event such application is denied, the appeals proceedings set forth in chapter 2.44 shall be available to the applicant.
- E. Conversions. In order to legitimize an illegal accessory dwelling unit to a conforming legal accessory dwelling unit, the property owner shall file a Director's Review application and shall comply with the standards and requirements set forth in this section. The Director reserves the right to allow deviations, if there is a demonstrated difficulty or impracticality to modify the accessory dwelling unit to meet adopted requirements; nonetheless, all code requirements pertaining to fire and building safety must still be met.

F. Violations. Any property owner with an accessory dwelling unit which does not comply with all the standards established herein for accessory dwelling units is subject to prosecution for a zoning violation under section 17.04.220.

G. Request for Relief

a. The applicant can make a request for relief from any or all sections contained within this chapter through a Director's Review and shall be subject to the following findings:

- i. That the residential development will serve a specific community need;
- ii. That the residential development is not expected to result in adverse effect on adjacent property, uses, or residents; and
- iii. That the residential development will contribute to the City's financial stability provide a high level of design, amenities, or any other combination of benefits to the community and City as a whole.

(Ord. No. 989, § 1, 4-9-2013)

17.08.300 - Solar Energy Systems.

- A. Purpose and applicability. The purpose of the solar energy system standards is to encourage investment in solar energy on all parcels in the city, while providing guidelines for the installation of those systems that are consistent with the architectural and building standards of the city. All solar energy systems shall comply with all applicable provisions of the city codes and the standards of this section.
- B. Approvals required. The applicant shall submit for and receive approval of a building permit prior to installation of any solar energy system.
- C. Ground-mounted solar energy systems.
 - 1. All ground-mounted solar energy systems shall not be located within the required front, side, or rear building setbacks, or front yard area, and shall comply with all applicable height restrictions.
 - 2. To the extent possible, without compromising the solar energy system's access to the sun, ground-mounted solar energy systems shall be screened from view at-grade from all adjacent streets and adjacent properties.
- D. Roof-mounted solar energy systems.
 - 1. Solar panels and accessory equipment shall be designed and located on a house in a manner that minimizes the detrimental impact to the aesthetic appearance of a house.
 - 2. All solar energy system appurtenances such as, but not limited to, water tanks, supports, wiring and plumbing shall be screened to the maximum extent possible without compromising the effectiveness of the solar collectors, and shall be painted a color similar to the color of the surface upon which they are mounted. Solar collectors are exempt from the screening and color provisions of this subsection.
 - 3. All roof-mounted solar collectors can be mounted at an optimum angle to the sun for maximum energy production.

(Ord. No. 989, § 1, 4-9-2013)

17.08.130 - Fences, Walls, and Screening.

A. Purpose. This section provides regulations for the installation, construction and placement of fences on private residential property. For the purpose of this zoning code, the term "fence" includes fences, hedges, walls or other structures with the functions and characteristics of a fence.

B. Placement of fences and walls

1. Fences and walls shall be located behind the property line and behind any utilities or shall be located at least 12-15 feet behind the face of the curb, or as indicated on any recorded property documentation depicting the location of said utilities.

C. Measurement of fence and wall height.

1. Fence height shall be measured as the vertical distance between the finished grade from the base of the fence to the top edge of the fence material.
2. Where the ground elevation within six feet of the base of a fence differs from one side of the fence to the other (as when a fence is placed at the top of a slope or on a retaining wall), the height shall be measured from the side with the highest natural grade. (See section 17.28.030).

D. Fence height limits.

Location	Maximum height
Within front yard setback or corner lot side yard setback located at or behind the property line	4feet
Within side or rear yard setback or along/behind corner lot side yard setback located at or behind the property line	6 feet

E. Consideration for additional height. A fence or wall may be constructed to a height in excess of the limits established by subsection 17.08.130.D. with a Director's Review. The Director's Review may increase the maximum height regulations not to exceed 25% of the amount specified in Section 17.08.130.D. The Director's Review shall require that the applicant make the following findings, in addition to the findings required for a Director's Review listed in Chapter 17.32:

1. The issuance of the permit is reasonably necessary, by reason of unusual or special circumstances or conditions relating to the property, for the preservation of valuable property rights or the full use and enjoyment of the property.
2. The fence will not create a safety hazard to pedestrians or vehicular traffic.
3. The appearance of the fence is compatible with the design and appearance of other existing buildings and structures within the neighborhood.

4. The orientation and location of the fence is in proper relation to the physical characteristics of the site and the surrounding neighborhood.
5. The fence will be of sound construction.
- F. Fencing for new production homes. Fencing for new production homes shall be a masonry wall, adjacent to the rear and side yards, up to six feet in height. The Director may approve alternative fencing materials that provide comparable aesthetics and durability.
- G. Subdivision perimeter walls. A masonry wall shall be constructed along the perimeter of a subdivision, with the color and design to be specifically approved by the Director.
- H. Prohibited fence materials. The use of barbed wire, razor wire, electrical fence, glass and other similar objects of a hazardous characteristic shall not be permitted for residential uses.

(Ord. No. 989, § 1, 4-9-2013)

17.08.060 - Development regulations by building types.

A. Single-family house on Rural Residential lot. A single-family house on a rural residential lot is a residence for one household, with its primary entrance accessed through the front yard, on a lot ranging from 20,000 to 100,000 square feet or greater.

1. Development standards.

Rural Residential Development Standards			
	ZONES		
	RR-2.5	RR-1	SRR
SITE SPECIFICATIONS			
Minimum lot size (sq. ft.).	100,000	40,000	20,000
Minimum width (feet).	165	110	85
Minimum depth (feet).	250	130	120
BUILDING PLACEMENT			
Front yard (feet).	40	30	30
Garage location.	All garages shall be located at or behind the wall plane where the front entrance is located.		
Rear yard (feet).	30	25	20
Interior side yard: minimum (feet).	20	15	10
Interior side yard: total sum of two yards (feet).	40	30	25
Street side yard (feet).	40	30	20
BUILDING SIZE AND MASSING			

Lot coverage (percentage).	30%	40%	40%
Building height (feet).	40	40	35
PARKING			
Number of parking spaces.	2 spaces within an enclosed garage per Section 17.08.100		

Diagram for Single-family house on Rural Residential lot — perspective view

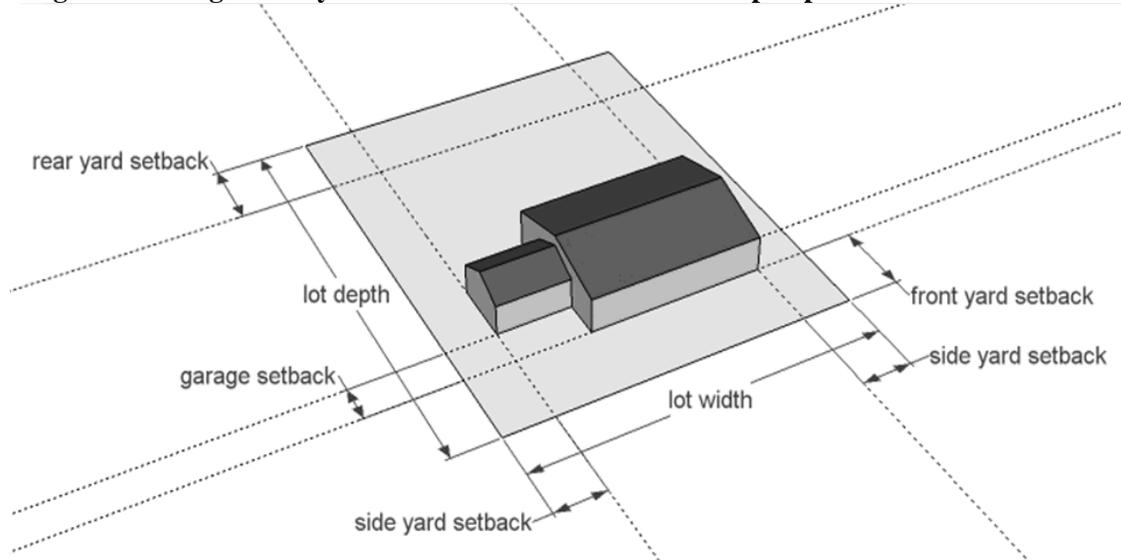
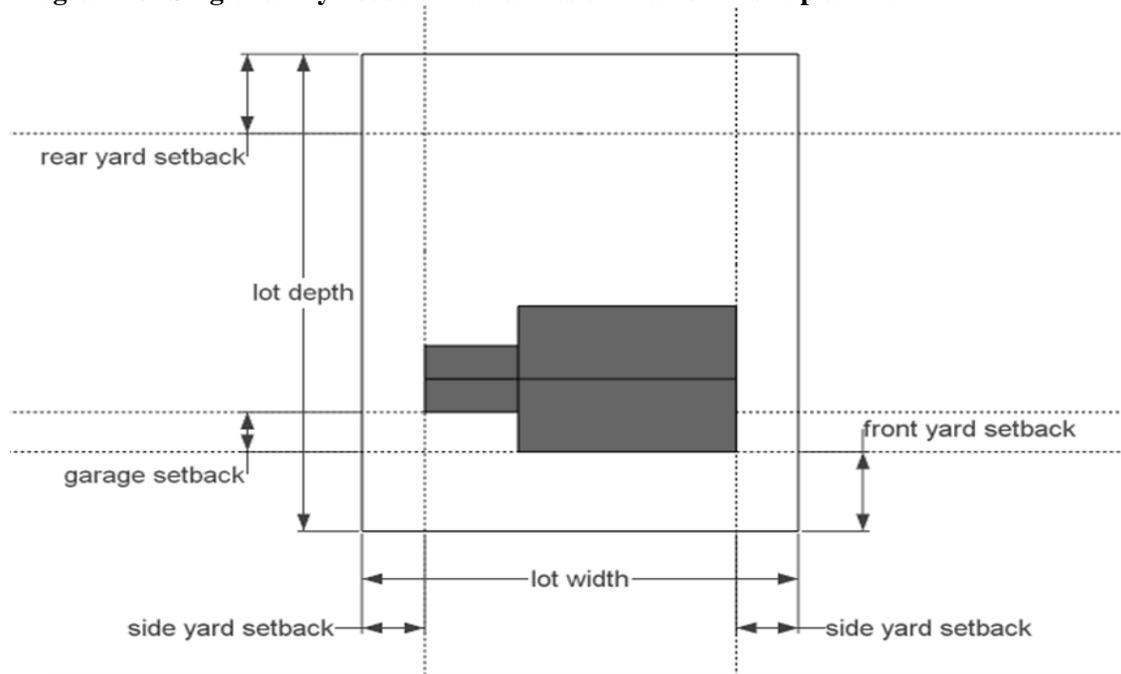


Diagram for Single-family house on Rural Residential lot — site plan view



B. Single-family house on Residential lot.

1. Development standards.

Development Standards						
	ZONES/LOT TYPE					
	R-15,000	R-10,000	R-7,000	Infill R-7,000	Infill R-7,000	SFR corner duplex
SITE SPECIFICATIONS						
Minimum lot size (sq. ft.).	15,000	10,000	7,000	5,000	3,500	10,000
Minimum width (ft.).	85	70	60	50	40	100
Min. width — corner lot (ft.).	100	85	75	60	50	

Minimum depth (ft.).	120	100	100	85	75	100
BUILDING PLACEMENT						
Front plane build-to line (ft.).	20-32	16-28	14-26	12-20	10-18	16-28
Required minimum porch size (feet x feet).	6 x 12	6 x 12	6 x 12	6 x 10	6 x 8	6 x 12
	To the satisfaction of the Director, an alternative frontage feature may be proposed in lieu of a porch if it achieves the same design intent and variation.					
Porch encroachment.	Up to additional 6' beyond front plane build-to line					
Garage location.	All garages shall be located at or behind the wall plane where the front entrance is located. A homebuilder with a subdivision with at least four floor plans may have one floor plan that has a garage located in front of the front entrance plane.					
Rear yard (ft.).	20	20	15	12	0	N/A
Interior side yard: min. (ft.).	5	5	5	5	0	10
Interior side yard: sum of two yards (ft.).	20	15	15	10	10	N/A
Street side yard (ft.).	15	15	10	10	10	N/A
BUILDING SIZE AND MASSING						
Lot coverage (percentage).	40%	40%	50%	55%	60%	45%
Building height (ft.).	35	35	35	35	35	35

PARKING	
Number of parking spaces.	2 spaces within an enclosed garage (Section 17.08.100)

- a. A tandem garage parking arrangement may be considered if the applicant cannot meet the requirement to place a two-car garage behind the plane of the house.
- b. Corner lots featuring side yard driveway access require a minimum 20-foot driveway and street side yard setback.

Diagram for Single-family house on Residential lot — perspective view

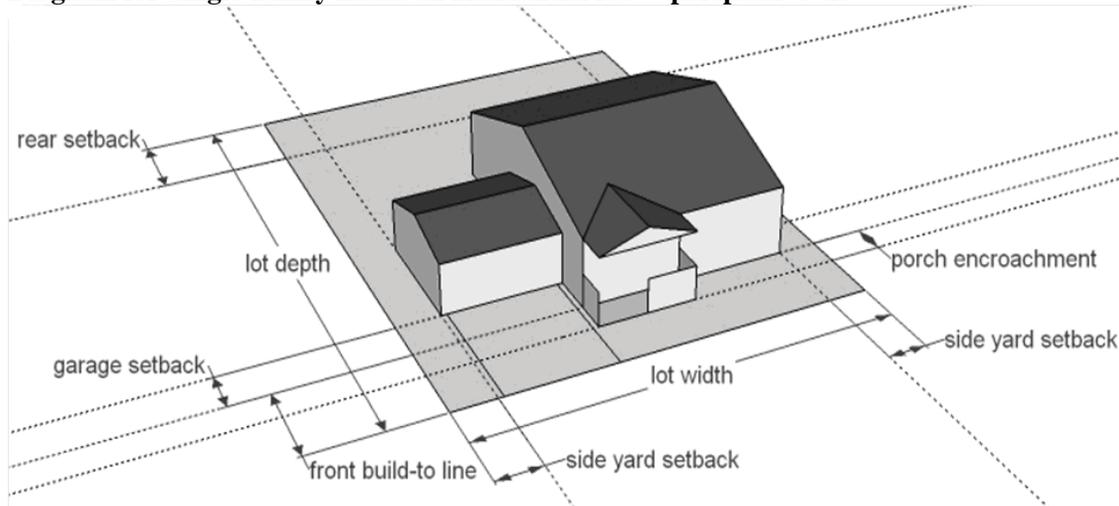


Diagram for Single-family house on Residential lot — site plan view

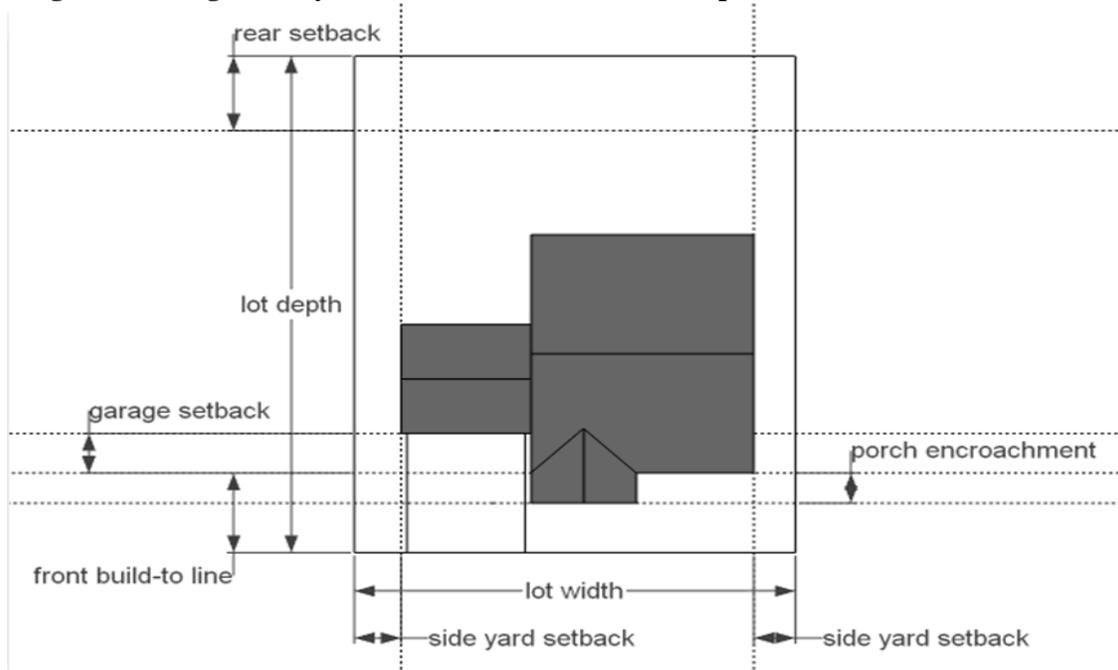


Diagram for Single-family house on Infill Residential lot — perspective view

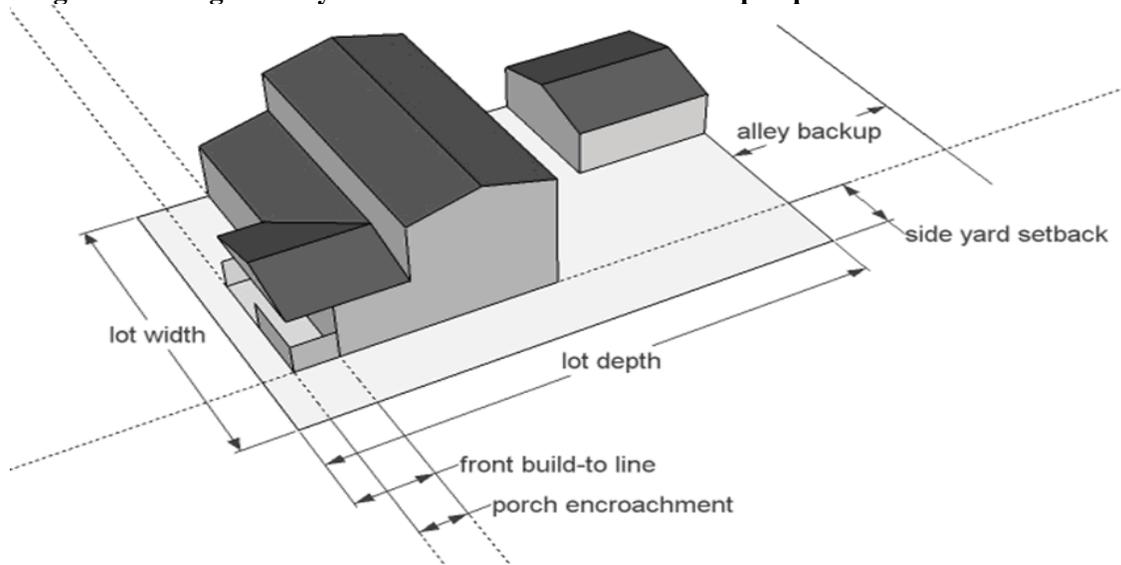


Diagram for Single-family house on Infill Residential lot — site plan view

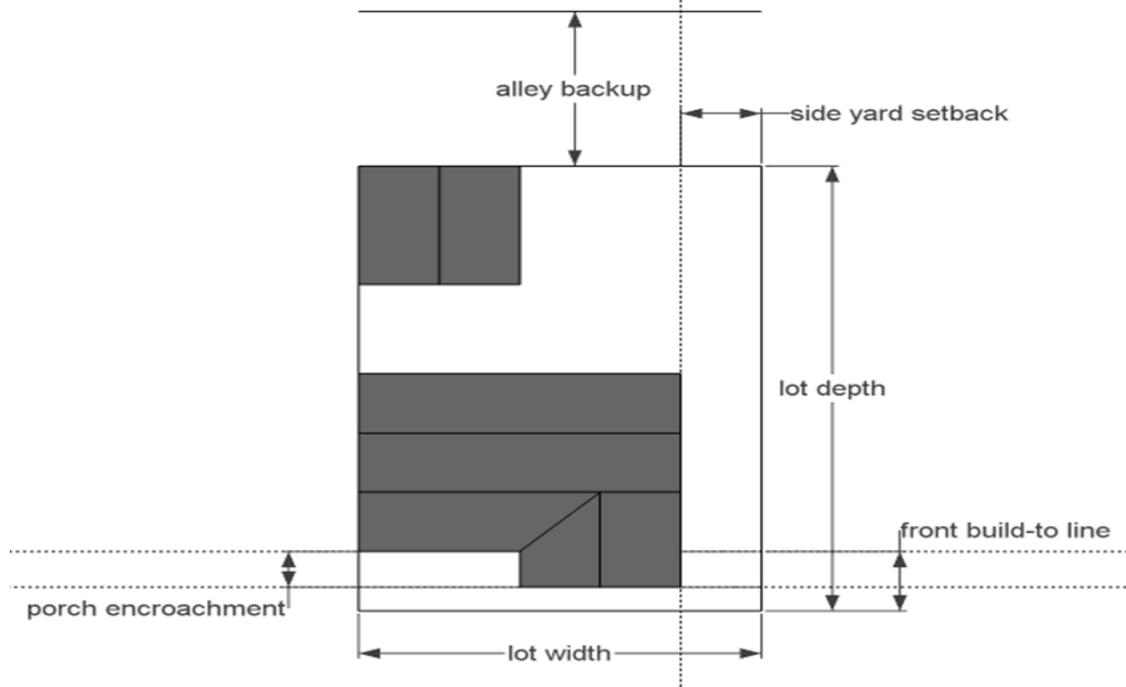


Diagram for Duplex on Corner Residential Lot — perspective view

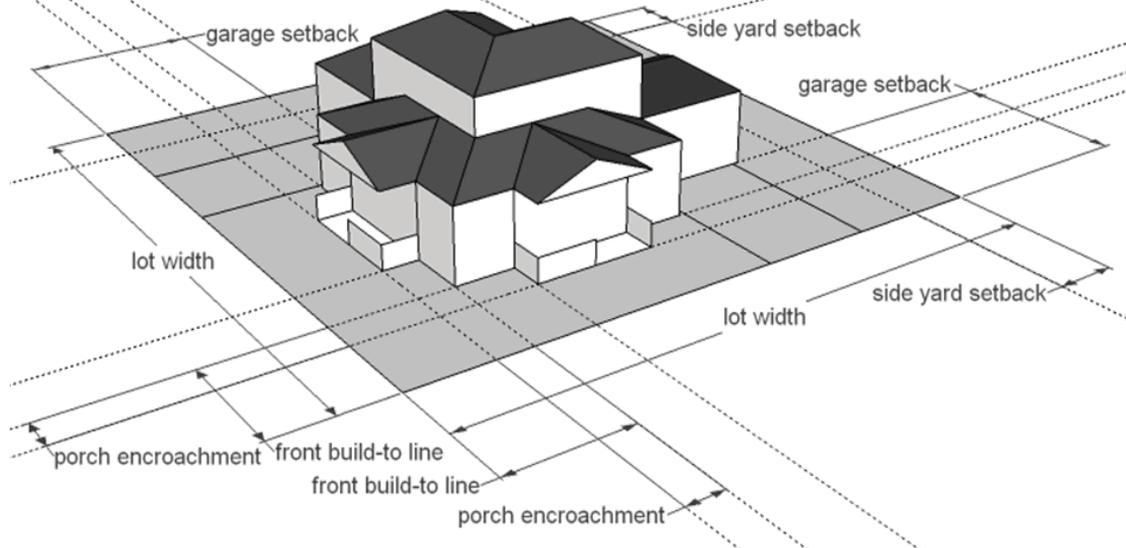
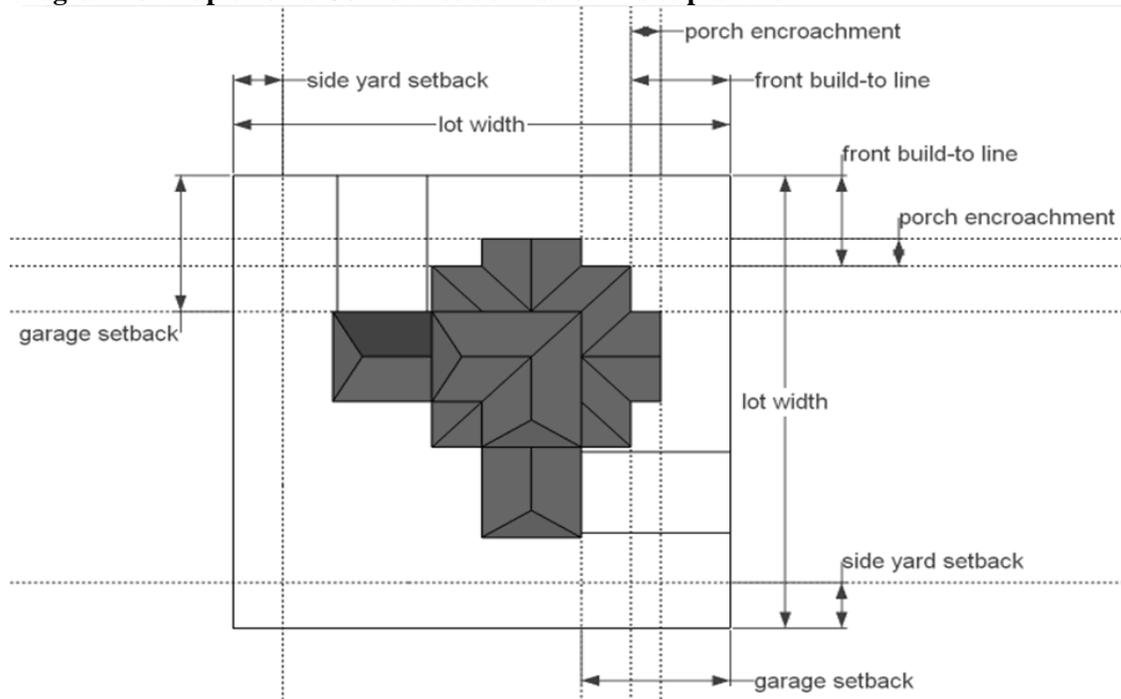


Diagram for Duplex on a Corner Residential lot — site plan view



C. Small apartment/condominium building/complex (two to fifteen (15) units).

1. Development standards.

Development standards	
	MDR or HDR ZONE
SITE SPECIFICATIONS	
Minimum lot size (sq. ft.)	6,000
Minimum width (feet).	60
Minimum width - corner lot (feet).	80
Minimum depth (feet).	100
BUILDING PLACEMENT	

Front build-to line.	
Fronting local, collector, or other residential street with on-street parking (feet). Transitional infill design guidelines apply (Section 17.08.070.D).	0-12
Fronting local, collector, or other residential street with on-street parking and adjacent to single-family uses along the same street (feet).	8-20
Fronting arterial street with no on-street parking (feet).	20-32
Rear yard (feet).	15
Interior side yard (feet).	10
Street side yard (feet).	15
BUILDING SIZE AND MASSING	
Lot coverage (percentage).	50%
Building height within 100 feet of SFR zone (feet).	35
Maximum building height (feet).	55
PARKING	
Location of on-site parking.	Behind the front façade of the residential building
Number of parking spaces.	Per Section 17.08.100
OPEN SPACE	
Required usable open space/recreation area.	Minimum 8% of lot area, minimum 20' width and depth

LANDSCAPING	
Required landscaping (percentage).	Minimum 15% of lot area
SOLAR PROVISION	
Minimum photo-voltaic kW per unit per Section 17.08.305.	0.5 kW

- a. On-site management shall be provide for apartments four units or greater.
- b. A minimum four feet by four feet covered entryway shall be provided for each apartment or condominium unit. The entryway may be enlarged and designed as a porch.
- c. Required amenities for units in a small apartment include in-unit laundry hook-ups.
- d. Required amenities for units in a small condominium, beyond those required for apartments, include garage parking with storage shelves for each unit, and a minimum four feet by eight feet porch, patio, or balcony area.
- e. Other site amenities may include a barbeque area, pool, recreation courts, and shall be centrally located and easily accessible for residents.
- f. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
 - 1. Locate trash enclosures away from view, from primary entrances drive or streets;
 - 2. Design the trash enclosure to be a minimum of 165 square feet;
 - 3. Accommodate source separation of recyclable materials in accordance with State requirements;
 - 4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and
 - 5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

Diagram for small apartment — perspective view

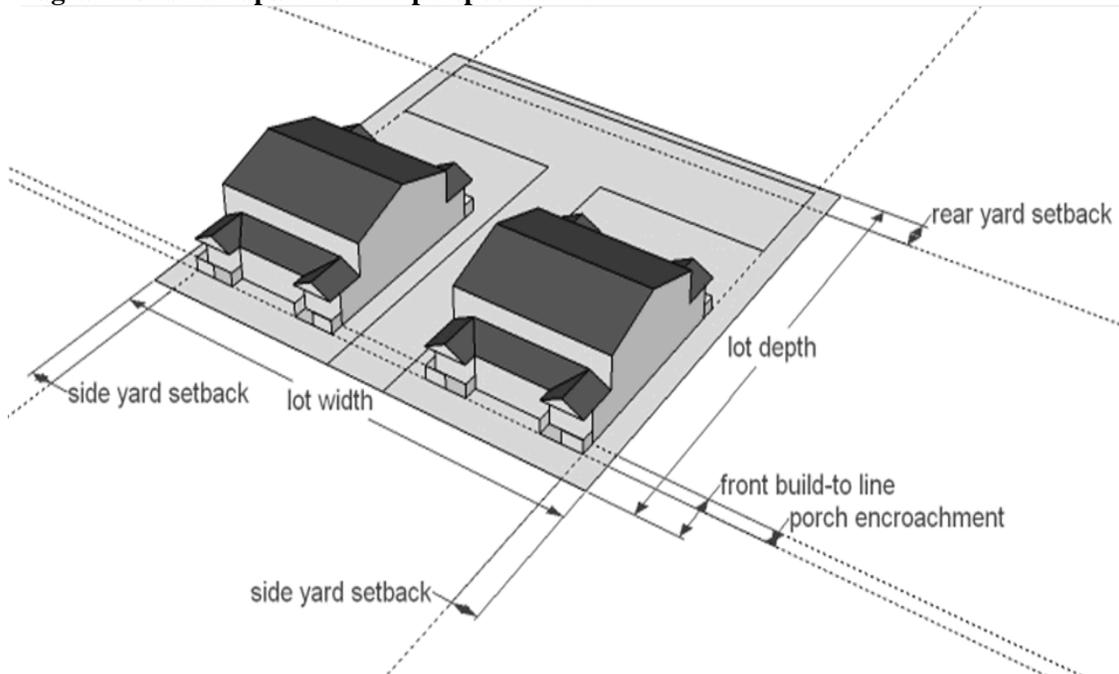
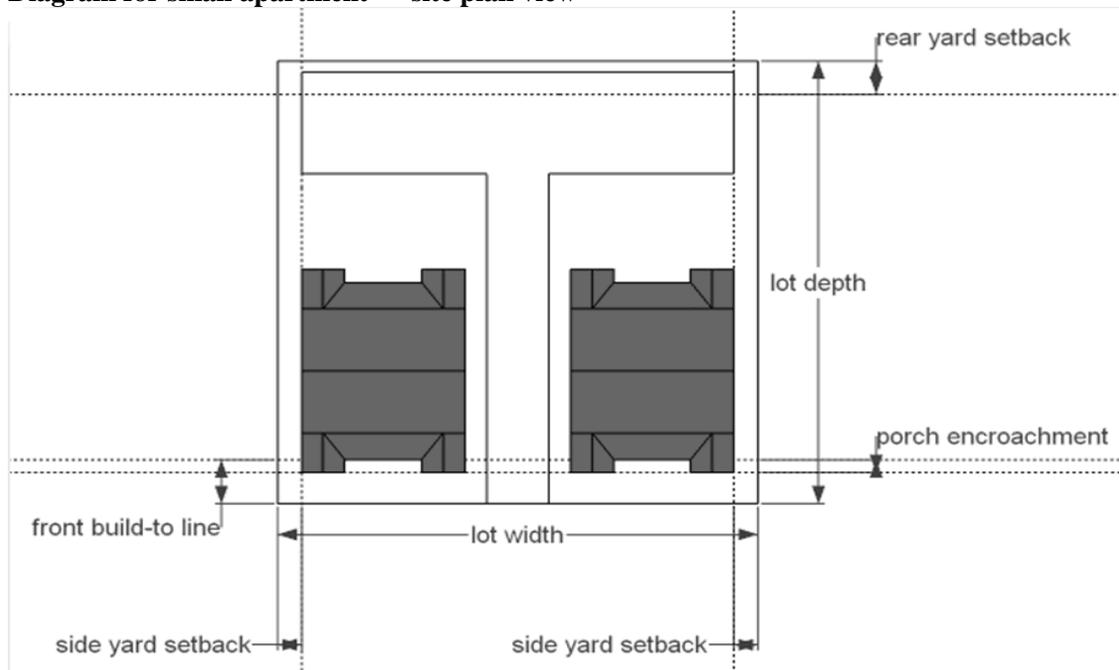


Diagram for small apartment — site plan view



D. Large apartment/condominium building/complex (sixteen (16) or more units).

1. Development standards.

Development standards	
	MDR or HDR ZONE
SITE SPECIFICATIONS	
Minimum lot size (sq. ft.)	6,000
Minimum width (feet).	60
Min. width — corner lot (feet).	75
Minimum depth (feet).	100
BUILDING PLACEMENT	
Front build-to line.	
Fronting local, collector, or other residential street with on-street parking (feet). Transitional infill design guidelines apply (Section 17.08.070.D).	0-12
Fronting local, collector, or other residential street with on-street parking and adjacent to single-family uses along the same street (feet).	8-20
Fronting arterial street (feet).	20-32
Rear yard (feet).	15
Interior side yard (feet).	15
Street side yard (feet).	20
BUILDING SIZE AND MASSING	
Lot coverage (percentage).	50%

Building height within 100 feet of SFR zone (feet).	35
Maximum building height (feet).	72
PARKING	
Location of on-site parking.	40 ft. from front property line
Number of parking spaces.	Per Section 17.08.100
OPEN SPACE	
Required usable open space/recreation area.	Minimum 8% of lot area, minimum 50' width and depth
LANDSCAPING	
Required landscaping (percentage).	Minimum 15% of lot area
SOLAR PROVISION	
Minimum photo-voltaic kW per unit per Section 17.08.305.	0.5 kW

- a. On-site management and security shall be provided for all large apartment complexes. Specific security provisions may include cameras, alarms, or active security guard surveillance, to the satisfaction of the Director.
- b. Required amenities for units in a large apartment include in-unit laundry hook-ups, and community pool and recreation room.
- c. Required amenities for units in a large condominium, beyond those required for apartments, include garage parking with storage shelves for each unit, and a minimum four feet by eight feet porch, patio, or balcony area.
- d. Other amenities for units in a large multi-family complex may include courts for basketball, tennis or other sports, indoor gym, outdoor dog park, or daycare center.
- e. All amenities shall be centrally located and easily accessible for residents.

- f. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
1. Locate trash enclosures away from view, from primary entrances drive or streets;
 2. Design the trash enclosure to be a minimum of 165 square feet;
 3. Accommodate source separation of recyclable materials in accordance with State requirements;
 4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and
 5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

Diagram for large apartment — perspective view

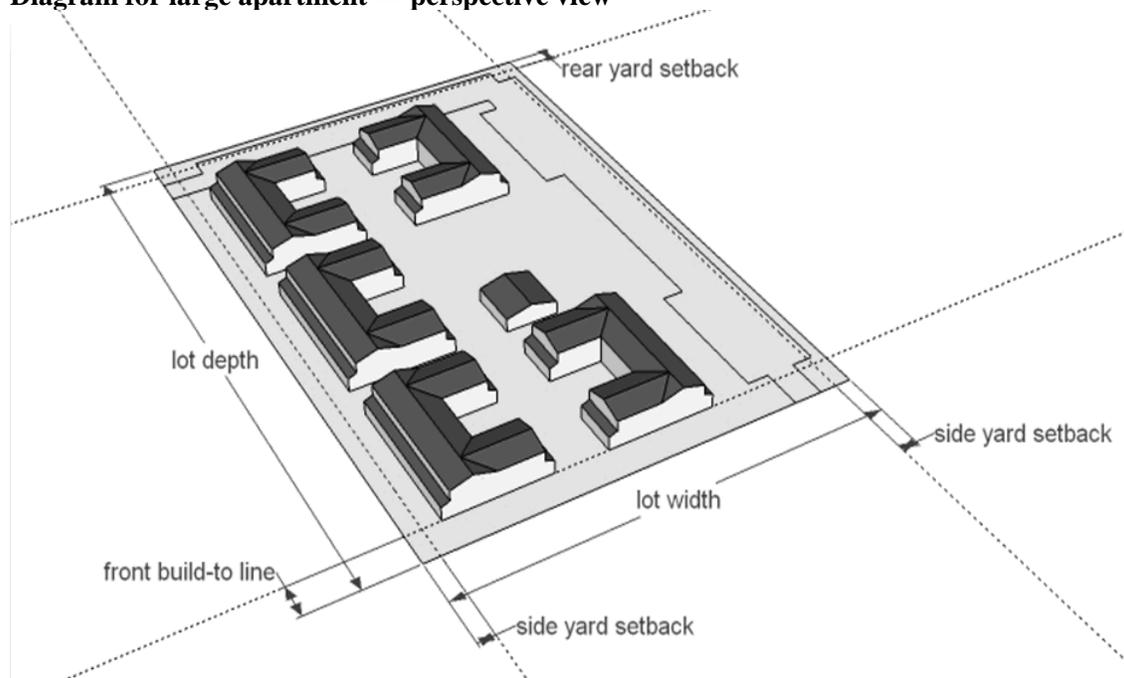
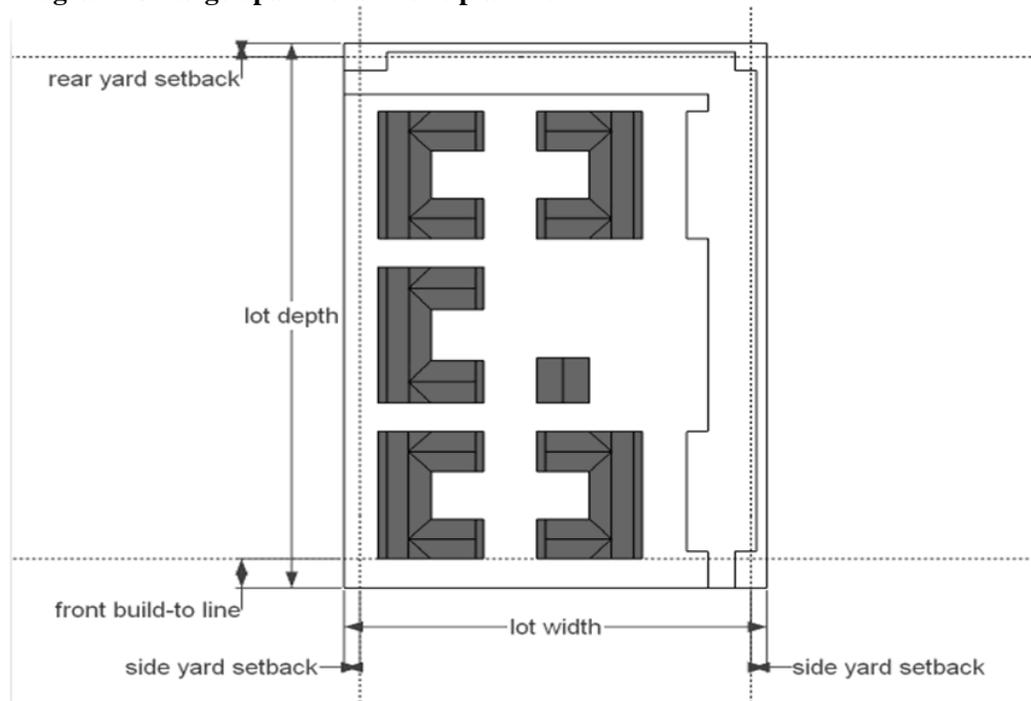


Diagram for large apartment — site plan view



(Ord. No. 989, § 1, 4-9-2013; Ord. No. 1020, § 4, 2-14-2017)

17.12.130 - Property development regulations.

A. General Regulations.

1. No new building or commercial coach shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section or Article X of Chapter 17.40, Commercial Coaches as Temporary Offices, which are pertinent to its placement on said lot or parcel.
2. No existing building or commercial coach located on an existing legal lot or parcel of land shall be convened, enlarged or moved unless said building, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines, or policies and subsection B of this section or Article X of Chapter 17.40, Commercial Coaches as Temporary Offices, which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created and no building, or portion thereof, existing on such new lot shall be used, unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section which are pertinent to the area and dimensions for new lots and the placement or location of buildings on said lot.

B. C Zone. Wherever property is designated as a C zone on the zoning map the following regulations, specific or general, shall apply:

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section, except those lots created within the boundaries of an approved shopping center to accommodate individual tenants. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)

	Minimum	Minimum	Minimum
Zone	Lot Area	Lot Width*	Lot Depth
C	10,000 sq. ft.	100 ft.	100 ft.

* Also denotes minimum street frontage.

See Section 17.40.070, 17.40.080, 17.40-.090A or 17.40.090B in the event public use or required street dedication would reduce the net lot area, lot width, or lot depth of an existing lot to less than the required minimum.

2. Yard Requirements.

- a. Additions or modifications to buildings or uses, either constructed or having received building permit approval, or having been legally established prior to May 4, 1983, may be allowed with respect to yards of lesser dimension than required in this subsection where, in the opinion of the Director, allowing less than full compliance with the yard requirements would impose no substantial detriment to abutting property or improvements thereon. In rendering a decision on whether to allow a reduction of the required yard, the Director shall consider whether:

(See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.)

- 1) There are special circumstances or exceptional characteristics applicable to the property involved which are not generally applicable to other properties in the same vicinity with the same zoning;
- 2) An adjustment (if authorized) will constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning; and
- 3) The strict application of the yard requirements would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the yard requirements.

In no case shall the Director's approval of the reduction of a required yard relieve the applicant/property owner from complying with minimum landscape requirements established by this title, unless such relief is specifically approved by the Director. (See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.)

- b. Setbacks, building placement, and building design shall be provided as follows. Guidance in the application of these requirements is provided by adopted city design guidelines and various diagrams contained within this code:

1) Street Frontages.

- a) Street Frontage-Build-To Line. A "build-to" line for street frontages is established as follows. This "build-to" line shall apply to all street frontages adjacent to a property where pedestrian or vehicular access is available from that frontage:

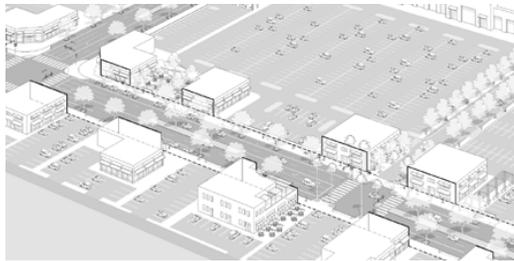
- (1) Arterial Street: Zero (0) to twelve (12) feet.
- (2) All Other Streets: Zero (0) to six (6) feet.

- b) Building Placement. Except as provided in Section 17.12.130.B.2.b.1) c), building placement on a property shall comply with the following requirements.

- (1) New buildings, or additions to existing buildings, shall be designed and located so that a minimum of fifty (50) percent of the street

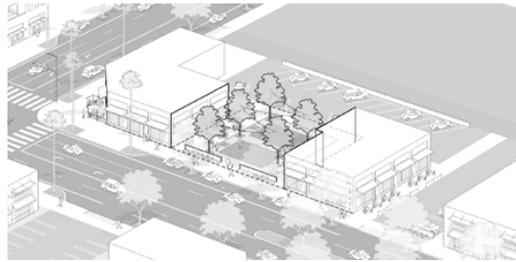
frontage(s) has buildings located at the established "build-to" line for the parcel.

- (2) Vehicular driveways and parking areas shall not be located between the façade of a building located at the "build-to" line and the back of the public sidewalk.
- (3) In areas of the site where buildings are not located at the established "build-to" line, a minimum landscaped area of ten (10) feet in width shall be provided from the back of the sidewalk to any parking area. Such width may be reduced by the approving authority where a parkway design is used to separate the sidewalk from the street curb. Landscaping installation and maintenance shall be in accordance with the requirements of Chapter 8.50.



Example of Building Placement at Build-To Line for 50% of Street Frontage
Diagram Courtesy of Sargent Town Planning

- c) Exceptions to Building Placement Requirements. Exceptions to the requirement for building placement established in subsection may be granted by the approval authority in the following circumstances:
 - (1) In the case of a commercial center, an exception may be granted where an anchor tenant requires a specific dimension for a "view corridor" from the adjacent street.
 - (2) On a corner lot situation, an exception may be granted to reduce the minimum fifty (50) percent requirement on one of the frontages where another frontage exceeds the minimum requirement and the overall intent of the build-to line requirement is met.
 - (3) Where people-oriented activity areas, such as outdoor dining locations, are provided at the build-to line and designed in such a way as to meet the intent of the "build-to" line, an exception may be granted.
 - (4) Where a drive-through lane is provided between the building and the "build-to line", an exception may be granted if the building provides, as required in Section 17.12.130.B.2.b.2), sufficient design features facing the street frontage(s).



Example of Placement of Outdoor Activity Areas Along Street Frontage at Build-To Line
Diagram Courtesy of Sargent Town Planning

- 2) **Building Design Requirements.** All buildings located entirely or partially at the "build-to" line shall meet the requirements as stated below. Determination of the appropriate building design elements shall be guided by Section 17.12.230 and the adopted city design guidelines.
 - a) **Building Façades facing Street Frontage(s).**
 - (1) Buildings shall generally be oriented so that the rear of the building does not directly face the adjacent street frontage(s). The approving authority may approve an exception to this where sufficient design elements, including but not limited to building fenestration, building materials, pedestrian access points into and through the building, and other techniques are provided to meet the design intent of the code.
 - (2) Design of building façades facing a street shall provide the appearance of a storefront. Design elements may include arcades, patios, awnings, and overhangs as appropriate to enhance appearance and use of the space.
 - b) **Public Entrances.**
 - (1) Except as provided under subsection ii., all buildings located entirely or partially at the "build-to" line shall have a public entrance directly facing the street frontage, and provide direct pedestrian access to the entrance from the adjacent street frontage.
 - (2) A public entrance may be located on the side of a building not directly facing a street frontage provided that the entrance is clearly visible to people from the adjacent street, direct public access is provided, and the building façade directly facing the street has sufficient fenestration and other design elements and treatment to create a visible connection with that street frontage.



Building Entrance and Treatment for Side-On Design
Diagram Courtesy of Sargent Town Planning

- 3) Interior side yard and rear yard: Ten (10) feet where abutting a residential zone.
3. Height Regulations. The height of buildings shall be as follows:
 - a. No building or structure in the C zone shall exceed a height of 50 feet or 3 stories, whichever is less. This section does not apply to conditional use permit uses which shall be subject to Article I of Chapter 17.32. (See Article XII of Chapter 17.40 for general exceptions.)
 - b. No commercially used building in the C zone which is within 100 feet of any RR, SRR, or R zone shall exceed a height of 2 stories or 35 feet, whichever is less.
 - c. No building may be constructed which would shade any existing active solar energy system on adjoining property without the consent of the affected property owner.
 - d. Exception for Solar Systems. Solar collectors may exceed the height limit when mounted on the roof of a legal, conforming building. The right to exceed the height limit shall be exercised only in the event that: there is no other practical means or location for achieving an efficient placement on the building or site in question; such collectors may exceed the height limit only to the extent necessary to achieve efficient placement; in no case shall such solar collectors (or related equipment) encroach more than 5 feet beyond the limit. Also the placement of a solar collector shall not shade or otherwise diminish the efficiency of existing solar collectors on neighboring property, or preclude such property from sufficient solar access to successfully operate a solar energy system sufficient to serve the needs of the business or occupants.
4. Reserved.
5. Landscaping. No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot.
6. Outside display. All displays shall be located wholly within an enclosed building with the exception of the following:
 - a. Amusement rides and devices;
 - b. Automobile sales, limited to automobiles, tractors, and trucks under 2 tons held for sale and rental only;

- c. Automobile service stations, limited to automobile accessories and facilities necessary to the dispensing of petroleum products only;
 - d. Boat sales, limited to boats held for sale or rental only;
 - e. Carnivals—Commercial;
 - f. Christmas trees and wreaths, sale of;
 - g. Crops, field, tree, bush and row, including nursery stock, flowers and vines;
 - h. Electric distribution substations;
 - i. Equipment rental;
 - j. Gas metering and control stations, public utility;
 - k. Mobilehome sales, limited to mobilehomes held for sale or rental only;
 - l. Parking lots;
 - m. Pumpkins and other seasonal agricultural products, sale of;
 - n. Recreational vehicle sales, limited to recreational vehicles held for sale or rental only;
 - o. Signs, existing outdoor advertising;
 - p. Temporary outdoor sales subject to Section 17.12.070;
 - q. Trailer sales, box and utility, limited to trailers held for sale only.
7. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
- 1. Locate trash enclosures away from view, from primary entrances drive or streets;
 - 2. Design the trash enclosure to be a minimum of 165 square feet;
 - 3. Accommodate source separation of recyclable materials in accordance with State requirements;
 - 4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and
 - 5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

(Ord. 711 §§ 15, 44 (part), 1995: prior zoning ord. § 221.050)

(Ord. No. 907, § 5, 10-28-2008; Ord. No. 1016, § 3, 12-13-2016; [Ord. No. 1028, § 1, 7-11-2017](#))

17.12.150 - Signs—General provisions.

- A. The provisions of this section regulating signs shall not apply to the following signs except as otherwise indicated herein:
 - 1. Official notices issued by any court, public body or public officer;
 - 2. Notices posted by any public officer in performance of a public duty, or for any person in giving legal notice;
 - 3. Traffic, directional, warning or informational signs or banners required or authorized by the public authority having jurisdiction over such signs;
 - 4. Official signs used for emergency purposes only;
 - 5. Permanent memorial or historical signs, plaques or markers;
 - 6. Public utility signs, provided such signs do not exceed 3 square feet in area;
 - 7. Any signs for a shopping center of 10 net acres or more which are lawfully erected in accordance with a city-approved sign program required as a condition of approval of the conditional use permit authorizing the shopping center;
 - 8. Any signs for a shopping center of less than 10 net acres which are lawfully erected in accordance with a city-approved sign program required as a condition of the site plan approval.
- B. Prohibited Signs. The following signs shall be prohibited in the C zone and may not be included in any sign plan.
 - 1. Signs which contain or utilize:
 - a. Any exposed incandescent lamp,
 - b. Any revolving beacon light,
 - c. Any continuous or sequential flashing operation, except signs displaying time of day, atmospheric temperature or having programmable electronic public service messages only,
 - d. Any system for display of time of day, atmospheric temperature or programmable electronic public service messages in which:
 - 1) The messages are not public service in nature, or
 - 2) The proposed display has any illumination which is in continuous motion or which appears to be in continuous motion, or
 - 3) The message is changed at a rate faster than one message every 4 seconds, or
 - 4) The interval between messages is less than one second, or
 - 5) The intensity of illumination changes, or
 - 6) The display is located less than 100 feet on the same side of the street, or 200 feet across the street, from residentially zoned property;

2. Any notice, placard, bill, card, poster, sticker, banner, sign, advertising or other device calculated to attract the attention of the public which any person posts, prints, sticks, stamps, tacks or otherwise affixes, or causes the same to be done to or upon any street, right-of-way, public sidewalk, crosswalk, curb, lamppost, hydrant, tree, telephone pole or lighting system, or upon any fixture of the police or fire alarm system of the city of Lancaster or the county of Los Angeles;
3. Any sign which is placed in a manner which would obstruct a driver's or pedestrian's vision and thus create a hazard, or potential hazard, to the public health, safety or welfare;
4. Any strings of pennants, banners or streamers, clusters of flags, strings of twirlers or propellers, flares, balloons, and similar attention-getting devices, including noise-emitting devices, with the exception of the following:
 - a. Automobile sales uses only may utilize pennants, banners or streamers subject to the following conditions:
 - 1) All such displays must be positioned horizontally and parallel to the ground and shall maintain a minimum height of 14 feet and a maximum height of 18 feet from grade level.
 - 2) All lines supporting such devices shall be secured in a taut manner and shall exhibit no more than 5 inches sag or droop at midline. No more than 3 such lines may be placed above one another and such lines shall be located along street frontages only.
 - 3) All pennants, banners or streamers shall be maintained in good condition. Such devices which have become torn, tattered, faded or otherwise fallen into disrepair shall be removed or replaced.
 - b. National state, local governmental, institutional or corporate flags properly displayed,
 - c. Holiday decorations in season used for an aggregate period of 60 days in any one calendar year;
5. Awning or entrance canopy signs;
6. Devices dispensing bubbles and free-flowing particles of matter;
7. Devices projecting, or otherwise reproducing the image of a sign or message on any surface or object;
8. New outdoor advertising signs;
9. Pole signs;
10. Portable signs;
11. Projecting signs;
12. Revolving signs of any kind;
13. Roof signs;
14. Sidewalk signs;

15. Signs advertising or displaying any unlawful act, business or purpose;
 16. Signs emitting or amplifying sounds for the purpose of attracting attention;
 17. Temporary signs, except as otherwise specifically permitted by this title.
- C. General Sign Regulations. The following regulations apply to all signs in the C zone:
1. In no case shall a lighted sign or lighting device thereof be placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a street, sidewalk or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance.
 2. Existing outdoor advertising signs are subject to Section 17.40.210.
 3. Signs, except outdoor advertising signs, may be single-, double- or multi-faced, provided that:
 - a. The distance between the faces of any double-faced sign, other than a "V" shaped projecting sign, shall not exceed 36 inches.
 - b. The separation between the intersecting faces of any multi-faced sign shall not exceed 12 inches.
 4. Any sign located on vacant and unoccupied property, and which was erected for an occupant or business unrelated to the present occupant or business, or any sign which pertains to a time, event or purpose which no longer exists shall be removed within 30 days after the purpose for, or use utilizing such sign has been removed from such property.
 5. Any permitted sign may be a changeable copy sign.
 6. All signs shall be designed in the simplest form and be free of any exposed bracing, angle iron, guy wires, cables or similar devices.
 7. The exposed backs of all signs visible to the public shall be suitably covered, finished and properly maintained.
 8. All signs shall be maintained in good repair, including display surfaces which shall be kept neatly painted or posted.
 9. Any sign which does not conform to the provisions of this title shall be made to conform or shall be removed as provided in subsection B.4. of Section 17.32.850 except as provided in Section 17.32.850B.4.c.
 10. Except where otherwise specifically provided by this title, sign regulations established pursuant to this title shall not apply to signs within a building, arcade, court or other similarly enclosed area where such signs are not visible to the public without entering such facilities.
 11. The height of all signs shall be measured from the highest point of the sign.
- D. Computation of Sign Area. Computation of the surface area of any sign face shall consist of all lettering, figures, symbols, designs and pictures, together with all framing, background material, colored or illuminated areas, and attention-attracting devices forming an integral part of the overall display, but excluding all support structures, except that:

1. Superficial ornamentation of a non-message-bearing character which does not exceed 5% of the surface area of the sign face shall be exempted from computation.
2. Wall signs painted on or affixed directly to a building wall or façade, and having no discernible boundary, shall have the areas between letters, words intended to be read together, and any device intended to draw attention to the sign message included in any computation of surface area of the sign face.
3. Signs placed in such a manner, or bearing a text, as to require dependence upon each other in order to convey meaning shall be considered one sign and the intervening areas between the signs shall be included in any computation of surface area of the sign face.
4. Spherical, cylindrical or other 3-dimensional signs shall be considered to have 2 faces. The area of each sign face shall consist of ½ of the total area of the 3-dimensional sign.

(Ord. 711 § 15 (part), 1995: prior zoning ord. § 221.061)

17.12.160 - Business signs.

Business signs may be permitted in the C zone subject to Section 17.12.230, and the restrictions of this section. For more information concerning specific types of signs see Section 17.04.240, Definitions.

A. Wall Business Signs.

1. Area Permitted.

- a. Each ground floor business establishment fronting on and/or oriented toward one or more streets may be permitted (See Section 16.04.060 of this code for the definitions of the different classifications of streets):
 - 1) On lots or parcels abutting or directly across a local or collector street from residentially zoned property, a maximum of one square foot of wall sign area for each one linear foot of building frontage;*
 - 2) On all other lots or parcels a maximum of 3 square feet of wall sign area for each one linear foot of building frontage;
 - 3) If building identification signs are used, the area of such signs shall be subtracted from the area permitted for wall signs.

* EXCEPTION. In instances where businesses abut residentially zoned property but the proposed signs do not face toward residentially zoned property, the Director may determine the amount of signage to be permitted not to exceed the maximum of 3 square feet for each one linear foot of building frontage.
- b. Where a ground floor business establishment fronts only on a parking lot, alley, open mall, landscaped open space, or other public way, the exterior building wall facing such parking lot, alley, open mall, landscaped open space, or other public way shall be considered a building frontage for purposes of computing permitted wall sign area.
- c. A ground floor business establishment having entrances intended for and regularly utilized by the public on the side of a building not considered to be building frontage by this section shall be permitted one wall sign on each such side provided the sign does not exceed $\frac{1}{2}$ the sign area permitted on the building frontage of said business. Where a business has more than one building frontage recognized by this section, an average of the permitted sign areas shall be used in computation. The combined area of all signs shall not exceed that specified in subsection A.1. of this section.
- d. Except as provided in subsection A.1.c. of this section, permitted sign area shall be used only on the face of the building wall for which it was calculated. No sign area may be transferred from one building frontage to another.
- e. Any building containing business establishments which front only on an indoor mall having a limited number of entrances, shall be considered a single establishment for the purpose of computing the wall sign area permitted on the exterior walls of such building.

- f. Each ground floor business establishment shall be permitted a minimum sign area of 20 square feet for each building frontage.
 - g. Each business establishment located above the ground floor which has an individual entrance from the outside of the building may be allowed a wall sign near the individual entrance in accordance with the area permitted for ground floor uses under subsection A.1.a.1) of this section. Such business establishments which are served by a common entrance may not have signs above the ground floor.
 - h. Each business establishment located on the ground floor or second floor having no building frontage shall be permitted a maximum of 4 square feet of sign area facing the street. Such business establishments may not have signs above the ground floor.
2. Height Permitted. Wall business signs shall not extend above:
 - a. Eighteen inches below the top of the wall of a single-story building;
 - b. The lowest point of a sloping roof of a single-story building.
 3. Projection Permitted. Wall business signs shall not project more than 18 inches from the building wall to which they are attached. Freestanding signs may not project over the public right-of-way.
 4. Lighting. Wall business signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- B. Freestanding Business Signs.
1. Monument Signs and Post Signs. Monument Signs and Post Signs shall comply with the following standards:
 - a. Frontage. Monument and post signs may be permitted on any lot or parcel of land for each street frontage having a continuous distance of 150 feet or more. Such signs may also be permitted as provided in subsection B.9. of this section.
 - b. Area Permitted.
 1. Except as otherwise provided in this section, the maximum freestanding business sign area that shall be permitted for each street frontage or for each combination of frontages considered to be a single frontage under either subsection B.9.a. or b. of this section is:
 - a. On lots or parcels where the street frontage abuts or is directly across a local or collector street from residentially zoned property, 50 square feet total sign area;
 2. On all other lots or parcels, 150 square feet total sign area.Where the locational requirements of Section 17.12.140 et seq. permit additional freestanding business signs on the same frontage, sign area allocated for each sign may be any proportion provided

that the sum does not exceed the maximum permitted sign area established herein for a specific frontage or combination of frontages and that they conform to all other requirements of Section 17.12.140 et seq.

- c. Height Permitted. Monument and post signs shall not exceed a maximum height of 12 feet measured vertically from ground level at the base of the sign, or 3 feet below the roof line, whichever is least.
- d. Location of Signs on All Lots and Parcels.
 - 1. Monument and post signs shall not be located nearer than 50 feet from any lot line, other than a lot line adjoining a street.
 - 2. Monument and post signs shall not be located nearer than 150 feet from any other freestanding business sign on the same frontage on the same lot, parcel of land, or within any shopping center.
 - 3. Monument and post signs shall be directed toward the street frontage from which the area of the sign is computed.
- e. Projection.
 - 1. Monument and post signs shall not project over the roof of any building or structure.
 - 2. Monument and post signs shall not project over any public right-of-way.
- f. Movement. Monument and post signs shall not rotate, move or simulate motion in any way.
- g. Lighting. Monument and post signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- 8h. Other requirements for monument signs.
 - 1. Sign copy shall be displayed within one sign structure. No other signage shall be attached to or placed on the monument sign.
 - 2. All electrical service to the sign shall be underground and hidden from view.
- i. Exceptions.
 - 1. If a lot or parcel of land is a corner lot, the distances of any 2 intersecting street frontages may be combined and considered as a single frontage for the purpose of erecting and/or maintaining a single freestanding business sign adjacent to the corner formed by the intersecting street frontages, provided that:
 - a. The total combined distance of the 2 street frontages is 150 feet or more with no frontage less than 50 feet; and
 - b. No street frontage shall be used in combination as described herein more than once; and

- c. Such sign or signs comply with all area, height, projection, lighting, movement, and locational requirements established elsewhere in this title.
 2. If any application for Director's Review, including a site plan and an architectural sketch of the proposed sign, is first submitted to and approved by the Director as provided in Article VI of Chapter 17.32, the street frontages of 2 or more contiguous lots or parcels of land may be combined and considered as a single frontage for the purpose of jointly erecting and/or maintaining one freestanding business sign, provided that:
 - a. The combined street frontage is 150 feet or more; and
 - b. Such lots or parcels of land share a common street frontage; and
 - c. Such sign complies with all area, height, projection, lighting, movement and locational requirements established elsewhere in this title; and
 - d. If one such lot is a corner lot, only frontage along the street common to all lots or parcels of land so combined shall be used in these computations and all other frontages shall be considered separately.
 3. If an application for Director's Review, including a site plan and an architectural sketch of the proposed sign, is first submitted to and approved by the Director as provided in Article VI of Chapter 17.32, one monument sign 42 inches or less in height may be erected and/or maintained on a lot or parcel of land having less than 150 feet of continuous street frontage. However if a monument sign greater than 42 inches in height or a post sign is desired by the applicant the Director, in approving any such application shall make the following findings in addition to those specified in Section 17.32.790:
 - a. That no freestanding business sign currently exists on the subject property; and
 - b. That it is not practical for the applicant to combine the street frontage of said property with the frontage of one or more contiguous properties in order to comply with the minimum frontage requirement pursuant to subsection B.1. of this section; and
 - c. That surrounding buildings, structures or topographical features would substantially obstruct the visibility of a wall sign as permitted by this section for a distance of 100 feet, on one or both sides of such sign, measured along the center line of the street upon which such property fronts; and
 - d. That the requested sign is necessary for the effective identification of businesses located on said premises; and

- e. That the requested sign will not obscure or significantly detract from existing legal signing located on surrounding properties; and
 - f. That the requested sign does not constitute a detriment to public health, safety and welfare; and
 - g. That the requested sign is in compliance with all other provisions of this title.
4. If the obstruction referred to in subsection B.9.c.3) of this section is a nonconforming sign, the Director shall require, as a condition of approval, that the proposed sign be removed no later than the date specified by this title for removal of the nonconforming sign. Such date for removal shall not be extended except in the instance where the amortization period for said nonconforming sign has been extended by the approval of an application for nonconforming use and structure review. In such instance, the new removal date shall not extend beyond the new amortization period established for said nonconforming sign.

The maximum permitted area of such sign shall be in the following ratio:

- a. On lots or parcels where the street frontage abuts or is across a local or collector street from residentially zoned property, ½ square foot of sign area for each foot of street frontage up to a maximum of 50 square feet total sign area; and
 - b. On all other lots or parcels, 1½ square feet of sign area for each foot of street frontage up to a maximum of 150 square feet total sign area.
5. Proposals for shopping centers of more than 2 net acres but no greater than 10 net acres shall require the submittal of an overall sign program which is subject to the Director's Review and approval. Shopping centers of greater than 10 net acres in size shall require an overall sign program as a condition of the required conditional use permit.
2. Pylon Signs. Pylon Signs shall comply with the following standards:
- a. Number. One sign for each site with a minimum of 150 feet of frontage on a major arterial.
 - b. Height. Maximum of 12 feet. For signs over 12 feet in height a Conditional Use Permit shall apply.
 - c. Location. Signs shall be located a minimum of 15 feet from interior side lot lines. Criteria for determining the precise location of signs shall include, but not limited to, visibility from the street, proximity to other signs and buildings, frontage and configuration of the site. Each sign shall a minimum of 100 square feet of landscaped planter area proportionally surrounding the sign, which shall be in addition to any other required landscaped area.
 - d. Street Address. All signs shall contain a street address.

- e. Design Guidelines. Signs permitted per this section shall comply with any sign design guidelines that may be adopted by the City or as may be determined by the Director.
 - f. Design Review. All signs shall be reviewed and approved or conditionally approved with a Director's Review or Conditional Use Permit. Factors that the Director or Commission will consider include, but are not limited to the following:
 - 1. That the sign does not interfere with the ability of adjoining properties or uses to have visible signage;
 - 2. That the sign does not detract from architectural features of the building; and
 - 3. That the sign does not interfere with vehicular or pedestrian movement or with visibility for vehicular or pedestrian movements.
- C. Under Marquee Sign. Each business establishment may be permitted under marquee signs subject to the following restrictions:
- 1. Area permitted: Maximum of 3 square feet total sign area.
 - 2. Number permitted:
 - a. Maximum of 2 per tenant; and
 - b. One for each entrance.
 - 3. Height above sidewalk: Shall not be less than 8 feet.
 - 4. Lighting. Under marquee signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- D. Window Signs. Each business establishment may be permitted display window signs subject to the following restrictions:
- 1. Area permitted: Maximum of 25% of the window area.
 - 2. Lighting. Window signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- E. Incidental Business Signs. Each business establishment may be permitted incidental business signs provided:
- 1. That such signs are wall signs or window signs or are displayed within an existing freestanding sign structure; and
 - 2. That such signs do not exceed 3 square feet in sign area or 6 square feet in total sign area; and
 - 3. That the sum of the sign areas of all such signs does not exceed 10 square feet.
 - 4. Incidental business signs may be internally or externally lighted but any continuous or sequential flashing operation is prohibited.

(Ord. 711 § 15 (part), 1995: prior zoning ord. § 221.063)

17.12.640 - Property development regulations.

A. General.

1. No new building or commercial coach shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section or Article X of Chapter 17.40 which are pertinent to its placement of said lot or parcel.
2. No existing building or commercial coach located on an existing legal lot or parcel of land shall be converted, enlarged or moved unless said building or commercial coach, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created, or any building, or portion thereof, existing on such new lot be used unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section which are pertinent to the area and dimensions for new lots and those regulations pertinent to the placement or location of buildings on said lot.

B. H Zone.

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)
 - a. Minimum lot area: 40,000 square feet (see Sections 17.40.070 and 17.40.080 in the event public use or required street dedication would reduce the net area of an existing lot to less than 40,000 square feet);
 - b. Minimum lot width: 100 feet (see Section 17.40.090A in the event the width of an existing lot is reduced by public use);
 - c. Minimum lot depth: 100 feet (see Section 17.40.090B in the event the depth of an existing lot is reduced by public use).
2. Yard Requirements.
 - a. Additions or modifications to buildings or uses, either constructed or having received building permit approval, or having been legally established prior to June 15, 1983, may be allowed with yards of lesser dimension than required in this subsection where, in the opinion of the Director, allowing less than full compliance with the yard requirements would impose no substantial detriment to abutting property or improvements thereon. The Director shall then also consider if:
 - 1) There are special circumstances or exceptional characteristics applicable to the property involved which are not generally applicable to other properties in the same vicinity with the same zoning,

- 2) An adjustment (if authorized) will constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning, and
 - 3) The strict application of the yard requirements would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the yard requirements, in rendering a decision on whether to allow a reduction of the required yard. In no case shall the Director's approval of the reduction of a required yard relieve the applicant/property owner from complying with minimum landscape requirements established by this title unless such relief is specifically approved by the Director. (See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.)
- b. Yards shall be provided as follows:
- 1) Front yard, street side yard and interior side yard: 20 feet plus 5 feet for each story over one. No parking shall take place within 20 feet of a property line within a required front or street side yard, such area shall be fully landscaped except where crossed by approved driveways. Parking on lawns or other landscaped areas is prohibited.
 - a) The front yard, street side yard and interior side yard of all uses shall be landscaped with living plant materials such as trees, shrubs and lawn prior to occupancy by any use, shall be served by a permanent automatic irrigation system and shall be maintained as required in this title.
 - 2) Rear yard:* 50 feet.
 - a) Where the rear yard abuts a public street, said yard shall be landscaped in the same manner as required for the front yard for a distance of not less than 20 feet, measured from the street right-of-way line to a line parallel to the right-of-way on the lot or parcel of land.
3. Maximum lot coverage: 50% of the lot area.
4. Landscaping: No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot.
* EXCEPTION: Solar energy systems are permitted in rear yards and are not counted against lot coverage.
5. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
1. Locate trash enclosures away from view, from primary entrances drive or streets;
 2. Design the trash enclosure to be a minimum of 165 square feet;
 3. Accommodate source separation of recyclable materials in accordance with State requirements;

4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover;
and

5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

(Ord. 711 § 44 (part), 1995; Ord. 651 § 4 (part), 1993; prior zoning ord. § 224.050)

17.12.800 - Property development regulations.

A. General.

1. No new building shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or temporary commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
2. No existing building or temporary commercial coach located on an existing legal lot or parcel of land shall be converted, enlarged, or moved unless said building, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created or any building, or portion thereof, existing on such new lot be used, unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, which are pertinent to the area and dimensions for new lots and those regulations pertinent to the placement or location of buildings on said lot.

B. OP Zone. Wherever property is designated as an OP zone on the zoning map the following regulations shall apply:

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)

	Minimum	Minimum	Minimum
Zone	Lot Area	Lot Width*	Lot Depth
OP	10,000 sq. ft.	80 ft.	100 ft.

* Also denotes minimum street frontage.

See Section 17.40.070, 17.40.080, 17.40.090 A or 17.40.090B in the event public use or required street dedication would reduce the net lot area, lot width, or lot depth of an existing lot to less than the required minimum.

2. Setbacks, building placement, and building design shall be provided as follows. Guidance in the application of these requirements is provided by adopted city design guidelines and various diagrams contained within this code:
 - a. Street Frontages.

- 1) Street Frontage-Build-To Line. A "build-to" line for street frontages is established as follows. This "build-to" line shall apply to all street frontages adjacent to a property where pedestrian or vehicular access is available from that frontage:
 - a) Arterial Street: Zero (0) to twelve (12) feet.
 - b) All Other Streets: Zero (0) to six (6) feet.
- 2) Building Placement. Except as provided in Section 17.12.800.B.2.a.3), building placement on a property shall comply with the following requirements:
 - a) New buildings, or additions to existing buildings, shall be designed and located so that a minimum of fifty (50) percent of the street frontage(s) has buildings located at the established "build-to" line for the parcel.
 - b) Vehicular driveways and parking areas shall not be located between the façade of a building located at the "build-to" line and the back of the public sidewalk.
 - c) In areas of the site where buildings are not located at the established "build-to" line, a minimum landscaped area of ten (10) feet in width shall be provided from the back of the sidewalk to any parking area. Such width may be reduced by the approving authority where a parkway design is used to separate the sidewalk from the street curb. Landscaping installation and maintenance shall be in accordance with the requirements of Chapter 8.50.

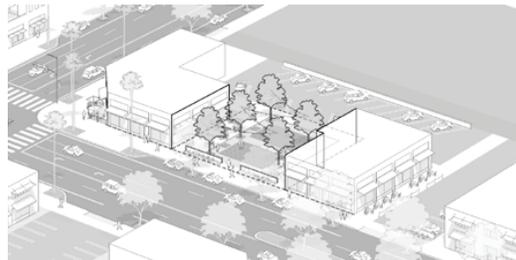


Example of Building Placement at Build-To Line for 50% of Street Frontage
Diagram Courtesy of Sargent Town Planning

- 3) Exceptions to Building Placement Requirements. Exceptions to the requirement for building placement established in subsection may be granted by the approval authority in the following circumstances:
 - a) In the case of a commercial center, an exception may be granted where a major tenant requires a specific dimension for a "view corridor" from the adjacent street
 - b) On a corner lot situation, an exception may be granted to reduce the minimum fifty (50) percent requirement on one of the frontages where

another frontage exceeds the minimum requirement and the overall intent of the build to line requirement is met.

- c) Where people-oriented activity areas, such as outdoor dining locations, are provided at the build-to line and designed in such a way as to meet the intent of the "build-to" line, an exception may be granted.
- d) Where a drive-through lane is provided between the building and the "build-to line", an exception may be granted if the building provides, as required in Section 17.12.800.B.2.b, sufficient design features facing the street frontage(s).



Example of Placement of Outdoor Activity Areas Along Street Frontage at Build-To Line
Diagram Courtesy of Sargent Town Planning

- b. Building Design Requirements. All buildings located entirely or partially at the "build-to" line shall meet the requirements as stated below. Determination of the appropriate building design elements shall be guided by Section 17.12.230 and the adopted city design guidelines.
 - 1) Building Façades facing Street Frontage(s).
 - a) Buildings shall generally be oriented so that the rear of the building does not directly face the adjacent street frontage(s). The approving authority may approve an exception to this where sufficient design elements, including but not limited to building fenestration, building materials, pedestrian access points into and through the building, and other techniques are provided to meet the design intent of the code.
 - b) Design of building façades facing a street shall provide the appearance of a storefront. Design elements may include arcades, patios, awnings, and overhangs as appropriate to enhance appearance and use of the space.
 - 2) Public Entrances.
 - a) Except as provided under subsection ii below, all buildings located entirely or partially at the "build-to" line shall have a public entrance directly facing the street frontage, and provide direct pedestrian access to the entrance from the adjacent street frontage.
 - b) A public entrance may be located on the side of a building not directly facing a street frontage provided that the entrance is clearly visible to people from the adjacent street, direct public access is provided, and the

building façade directly facing the street has sufficient fenestration and other design elements and treatment to create a visible connection with that street frontage.



Building Entrance and Treatment for Side-On Design
Diagram Courtesy of Sargent Town Planning

- c. Interior side yard and rear yard: Ten (10) feet whereabutting a residential zone.
3. Height. The height of buildings and structures shall comply with the following:
 - a. No building or structure in the OP zone shall exceed a height of 50 feet. This section does not apply to conditional use permit uses which shall be subject to Article I of Chapter 17.32. (See Article XII of Chapter 17.40 for general exceptions.)
 - b. No building in the OP zone which is within 100 feet of any RR, SRR or R zone shall exceed a height of 2 stories or 35 feet, whichever is less.
 - c. No building may be constructed which would shade any existing active solar energy system on adjoining property without the consent of the affected property owner. (See subsection one in the definition of solar energy system in Section 17.04.240.)
 - d. Exceptions for Solar Systems. Solar collectors may exceed the height limit when mounted on the roof of a legal, conforming building. The right to exceed the height limit shall be exercised only in the event that: there is no other practical means or location for achieving an efficient placement on the building or site in question; such collectors may exceed the height limit only to the extent necessary to achieve efficient placement; in no case shall such solar collectors (or related equipment) encroach more than 5 feet beyond the limit. Also the placement of a solar collector shall not shade or otherwise diminish the efficiency of existing solar collectors on neighboring property, or preclude such property from sufficient solar access to successfully operate a solar energy system sufficient to serve the needs of the business or occupants.
4. Maximum floor area ratio (FAR): 0.75. (See definition in Section 17.04.240.)
5. Landscaping. Plant materials used in landscaping shall include drought-tolerant species and the landscaping shall be designed to minimize water usage and prevent runoff. No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot. All landscaped areas shall conform to Title 8, Chapter 8.50, Landscaping Installation and Maintenance of the

Lancaster Municipal Code. All landscaping shall be completed prior to occupancy by any use and shall be maintained as defined in this title.

6. Outside Storage and Display. All outside storage and display is prohibited with the exception of the following:
 - a. Parking lots;
 - b. Signs, existing outdoor advertising.
7. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
 1. Locate trash enclosures away from view, from primary entrances drive or streets;
 2. Design the trash enclosure to be a minimum of 165 square feet;
 3. Accommodate source separation of recyclable materials in accordance with State requirements;
 4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and
 5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

(Ord. 711 § 43 (part), 1995; prior zoning ord. § 225.050)

(Ord. No. 907, § 5, 10-28-2008; [Ord. No. 1028, § 2, 7-11-2017](#))

17.16 - INDUSTRIAL ZONES

Article I. - In General

17.16.010 - In general.

As used in this title, "industrial zones" means the LI, HI and BP zones.

(Prior zoning ord. § 240.000)

17.16.020 - Purpose and intent.

The purpose and intent of the I zones is to provide the means necessary to implement the city of Lancaster general plan, specifically:

- A. The LI zone implements the "light industry" category;
- B. The HI zone implements the "heavy industry" category; as set forth in the text of the general plan and as delineated on the general plan map. These zones are intended to be in accordance with applicable goals, objectives, policies and actions set forth by the plan. These zones are intended to allow the development of industrial uses thereby providing for the industrial and employment needs of the city and adjoining areas and business in an urban environment with full urban services.

It shall also be the intent of this zone to apply the provisions of this zone including but not limited to the property development regulations required herein to all new building lots created after the effective date of the ordinance codified in this title.

It shall not be the intent of this title to render previously legally created building lots or legally constructed buildings which do not comply with the new property development regulations or other requirements of this title to be nonconforming where these lots or buildings complied with the ordinances in effect at the time of their creation or construction. However, proof of compliance with ordinances in effect at the time of creation or construction shall be the sole burden of the applicant or property owner. Such proof may include building permits, minutes of council or commission action, case files, or other documentation.

(Prior zoning ord. § 241 .010)

17.16.030 - Prohibition.

A person shall not use any premises in the LI or HI zones except as hereafter permitted in this title and subject to all regulations and conditions enumerated in this title.

(Prior zoning ord. § 241.020)

17.16.040 - Permitted uses—I zones.

The permitted uses of the I zones are grouped into categories of similar uses rather than exhaustive lists of single uses. Extensive examples are given for purposes of clarifying the types

of uses allowed by each category. The following categories of uses are permitted in all of the I zones except where specific references limiting certain uses to the LI, or HI zones are made. All uses are subject to any stated exceptions, development requirements, and approval of a site plan as follows:

- A. Existing Residential Uses. Such uses may continue to be used as a permitted use provided that such uses may not be expanded by a cumulative total of more than 500 square feet of floor area and comply with Article VII of Chapter 17.32.
- B. Commercial Uses.
 - 1. Existing Nonconforming Commercial Uses. Such uses may continue to be used as a permitted use provided that such uses may not be expanded beyond their ability to meet current parking requirements, and design and performance standards related to the expansion, on their existing site.
 - 2. Existing Conforming and New Commercial Uses. Such uses shall include, but not be limited to permitted uses within the Commercial zone under Section 17.12.040, unless specifically addressed within the I zones. Uses which meet the definition of an alcohol sales establishment as contained in Section 17.42.020 shall be required to obtain a conditional use permit.
- C. Aircraft-Related Uses. This category includes but is not limited to the manufacture, storage, maintenance, repair or overhaul of aircraft or missile components, parts, accessories, equipment and power plants and is permitted only in the HI zone.
- D. Automobile, Boat, Equipment, Motorcycle, Truck, Tractor, Sales, Service, Repair, Accessories and Parts. This category includes but is not limited to motor vehicle dealerships including recreational vehicles, auto parts stores: tires, batteries and accessory stores; body and frame shops, auto upholstery shops, brake shops, car wash, muffler shops, radiator shops, repair shops, service stations, and similar uses. All repair activities within the LI zone shall be conducted within an enclosed building. Auto service and repair uses, body and frame shops, heavy equipment repair and tire sales on lots within 300 feet of residentially zoned property shall be required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the Director.

This category does not include automobile impound yards (See Section 17.16.060), automobile wrecking yards, or salvage operations, (See subsection E of this section.)
- E. Automobile Dismantling Yards, Scrap Metal Processing Yards, and Similar Metal Salvage Operations. This category includes but is not limited to automobile impound yards, automobile wrecking, metal salvage operations, and junk and salvage operations. All uses in this category shall be permitted only in the HI zone. Any such use in this category on lots within 300 feet of residentially zoned property shall be conducted within an enclosed building and required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the Director. (See subsection A.10. or 15. of Section 17.16.220, as applicable.)

This category does not include recycling facilities as defined in this title or the smelting of metals. (See Section 17.16.070.)

- F. Building Trades and Related Uses. This category includes, but is not limited to appliance sales, blueprint services, building supplies, cabinet making, carpenter shop, contractor equipment yard, electricians and electrical supply, engineers and surveyors, fence contractors, glass stores, janitorial service and supply, landscape materials (including nurseries), lumber yards, pool contractors, plumbing sales, spa sales, truss manufacturing, wood stove sales and similar uses. Batch plants and concrete transit mix uses shall be permitted only in the HI zone provided that batch plants and concrete transit mix uses within 300 feet of residentially zoned property shall be required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the Director. (See Section 17.16.220.A.10. and Section 17.16.220.B)
- G. Communication Facilities and Services, Public and Private. This category includes but is not limited to communications equipment, duplicating, lithographers, microwave stations, photocopying, photo engravers, printers or publishers, radio and television broadcast studios, telegraph offices, telephone repeater stations, tourist information centers, and similar uses.

This category does not include radio and television transmission towers or wireless telecommunication facilities. (See Section 17.40.640).

- H. Food Manufacturing, Processing, Wholesale Sales and Storage. This category includes but is not limited to bottling plants, breweries, coffee roasting, dairy products, dextrine manufacturing, fruit and produce, malt products, meat processing, oleomargarine, sodium glutamate, soft drinks, vitamin tablets, and similar uses. All such uses within the LI zone shall be conducted within an enclosed building.

This category does not include dairies, lard manufacturing, pickles, sausage, sauerkraut, slaughter houses, distillation of vinegar, or the canning of other fish or meats and similar uses. (See Section 17.16.070.)

- I. Manufacturing—General. This category includes but is not limited to assembly plants, automotive, beds and bedding manufacturing, billboards, bone products, building materials, brushes, ceramics, clay and cement products, doors, drugs, dry goods, electric and electronic products, felt, fiberglass, fur products, furniture, glass, hair products, heating equipment, jewelry, leather products, machine shops, mobilehomes and factory-built housing, paper products, plastic products, recreational vehicles, springs, starch, stone products, textiles, tobacco products, tools, uses which manufacture products from recycled materials, welding, wood products, wool and woolen products, wrought iron and similar manufacturing uses. All such uses within the LI zone shall be conducted within an enclosed building. Any such use in this category on lots within 300 feet of residentially zoned property shall be required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the Director. (See Section 17.16.220A.10. and Section 17.16.220.B)

This category does not include cement manufacturing, explosives, foundries, paper manufacturing, manufacturing of plastics, or tanning of animal hides. (See Section 17.16.070.)

- J. Public Safety Facilities and Services. This category includes but is not limited to ambulance service, fire stations, highway patrol stations, municipal maintenance yards, police stations, and similar uses.
- K. Public Services and Utilities. This category includes but is not limited to the following uses:
 - 1. Electric transmission substations including microwave facilities used in conjunction therewith;
 - 2. Gas Distribution Depots. This use is permitted in the HI zone only;
 - 3. Publicly owned uses necessary to the maintenance of the public health, convenience or general welfare, including federal, state, county, city, or special district offices, libraries and court facilities;
 - 4. Public utility service yards;
 - 5. Water reservoirs, dams, treatment plants, gauging stations, pumping stations, tanks, wells, and any use normal and appurtenant to the storage and distribution of water. Exception: This use is not subject to site plan review (Section 17.16.120).
- L. Recycling Facilities. This category includes but is not limited to reverse vending machines, small and large collection facilities and light processing facilities. Heavy processing facilities shall be permitted in the HI zone only. All uses in this category are subject to the criteria and standards of Section 17.40.290. (See definitions in Section 17.04.240.) This category also includes uses which reuse recyclable materials.
- M. Rental Establishments. This category includes, but is not limited to, automobile, clothing, equipment (including heavy equipment in the HI zones), furniture, hospital equipment, recreational vehicles, and similar rentals.
- N. Repair Services. This category includes but is not limited to appliance repair, gunsmiths; heating, refrigeration, and air conditioning repair; jewelry repair, locksmiths, shoe repair, watch repair, and similar repair services.
- O. Research and Development. This category includes but is not limited to laboratories and facilities for scientific research, development and testing including administrative offices.

This category does not include the development and testing of hazardous materials, biological or chemical warfare agents, or explosives (See Section 17.16.070.)

- P. Schools—Specialized Training. This category includes but is not limited to manual training, shop work, or the repair and maintenance of machinery or mechanical equipment.

This category does not include business and professional schools see Section 17.16.060

- Q. Sexually Oriented Businesses. This category includes but is not limited to adult bookstores, adult motels, adult motion picture theaters, adult theaters, adult cabarets, escort agencies, massage parlors, semi-nude model studios, and similar uses subject to the requirements of Ordinance No. 619 and is permitted only in the HI zone. (See Article IV of Chapter 17.16.)
- R. Warehousing, Wholesaling and Storage. This category includes but is not limited to cold storage distributors, ministorage warehouse, moving van and storage, truck terminals, and warehouses. (See Section 17.16.220.A.10.)
- S. Water reservoirs, dams, treatment plants, gauging stations, pumping stations, tanks, wells, and any use normal and appurtenant to the storage and distribution of water. Exception: This use is not subject to site plan review. (Section 17.16.120.)
- T. Other Uses. This category includes those uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in this zone, which the Director deems the use consistent with the purpose and intent of this zone and similar to other uses permitted herein.

(Ord. 896 § 1 (Exh. A § 22), 2008; Ord. 793 § 1 (Exh. A), 2001; Ord. 753 § 1 (Exh. A § 3 (part)), 1999; Ord. 711 §§ 30 (part), 32, 1995; prior zoning ord. § 241.021)

17.16.050 - Accessory and temporary uses.

A. The following uses are considered as accessory uses to the permitted uses in the I zones:

- 1. Accessory buildings and structures customarily used in conjunction therewith.
 - a. Cargo containers may be used as accessory buildings and structures in the I zones, subject to the following:
 - 1) Containers shall meet the applicable front yard, side yard, and rear yard requirements contained in Section 17.16.130.B.2.
 - 2) Containers shall only be used for incidental uses that are permissible in the zone.
 - 3) Containers shall not be stacked on top of each other or on any other structure.
 - 4) Containers shall not encroach upon, block, obstruct, or reduce in any manner any required exits, windows or vent shafts of structures, or any required parking spaces, driveways, private streets, or public rights of way.
 - 5) Containers shall not be used for human habitation or occupied by individuals for any reason.
 - 6) Containers shall not have any electrical, plumbing, heating or air conditioning installations or systems, and shall not be connected to a power source.
 - 7) Refuse, garbage, trash and debris, as well as hazardous substances, as defined by state or federal law, shall not be placed or stored in, against, on, or under a cargo container at any time.

- 8) Containers shall require a container permit. The number and location of cargo containers used as accessory buildings or structures in the I zones shall be subject to the review and prior written approval of the Director, or their duly authorized representatives. Upon such approval, compliance with all conditions of approval, and payment of a container permit fee in an amount established by city council, a container permit shall be issued.

B. The following uses are considered as temporary uses in the I zones:

1. The placement and use of a temporary office in conjunction with a construction or development project undertaken pursuant to an active building permit. A temporary office shall be placed on the lot or parcel which is part of the project, or on property adjoining the construction or development site with the written consent of the property owner. The placement of a temporary office shall not occur until the building permit is obtained. The temporary office shall be removed within thirty (30) days after the permit is expired, revoked, or finalized.
2. Commercial coaches used as temporary offices subject to the provisions of Article X of Chapter 17.40 and this zone.
 - b. Cargo containers may be used for the temporary construction storage described in (a) of this subsection. A cargo container approved pursuant to this subsection shall not require a separate permit. The number and location of cargo containers used for temporary construction storage shall be subject to the review and prior written approval of the building official and Director or their duly authorized representatives. Application for approval of cargo containers for temporary construction storage shall be made on a city-approved form and shall indicate the number of the building permit obtained for the construction or development project for which the temporary construction storage is requested, the size of each cargo container, the proposed location of each container on the property, and the date on which each container shall be placed on the property.
 - c. The time period for which a cargo container may be used for temporary construction storage is limited to the time when the building permit is active. An active building permit means one that has not expired, been revoked, or been finalized. Cargo containers used for temporary construction storage shall be removed from the property within thirty (30) calendar days of the expiration, revocation or finalization of a building permit.
 - d. Cargo containers used for temporary construction storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
 - e. Cargo containers used for temporary construction storage shall conform to the following standards:
 - 1) Cargo containers shall be set back a minimum of five feet from any property line and a minimum of ten (10) feet from any structure.
 - 2) Cargo containers shall not be stacked on top of each other or on any other structure.

- 3) Cargo containers shall not encroach upon, block, obstruct, or reduce in any manner any required exits, windows or vent shafts of structures, or any parking spaces, driveways, private streets, or public rights of way.
 - 4) Cargo containers shall not be used for human habitation or occupied by individuals for any reason.
 - 5) Cargo containers shall not have any electrical, plumbing, heating or air conditioning installations or systems, and shall not be connected to a power source.
 - 6) Refuse, garbage, trash and debris, as well as hazardous substances, as defined by state or federal law, shall not be placed or stored in, against, on, or under a cargo container at any time.
- b. The number and location of cargo containers used for temporary industrial storage shall be subject to the review and prior written approval of the building official and Director or their duly authorized representatives. A cargo container approved under this subsection shall not require a separate permit. Application for approval of cargo containers for temporary industrial storage shall be made on a city-approved form and shall indicate the number of the building permit obtained for the repair, remodeling, alteration or other work for which the temporary industrial storage is requested, the size of each cargo container, the proposed location of each container on the property, and the date on which each container shall be placed on the property.
 - c. The time period for which a cargo container may be used for temporary industrial storage is limited to the time when the building permit is active. An active building permit means one that has not expired, been revoked, or been finalized. Cargo containers used for temporary industrial storage shall be removed from the property within thirty (30) calendar days of the expiration, revocation or finalization of a building permit.
 - d. Cargo containers used for temporary industrial storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
 - e. Cargo containers used for temporary industrial storage shall conform to the standards set forth in Section 17.16.050.B.3.e.
 - b. Cargo containers used for emergency industrial storage shall require a container permit. The number and location of cargo containers used for emergency industrial storage shall be subject to the review and prior written approval of the Director or their duly authorized representatives. Upon such approval, and payment of a container permit fee in an amount established by city council, a container permit shall be issued.
 - c. Cargo containers may be used for emergency industrial storage for a period not to exceed fifteen (15) calendar days. This use may be extended for an additional ten (10) calendar days upon the prior written approval of the Director.
 - d. Cargo containers used for emergency industrial storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.

- e. Cargo containers used for emergency industrial storage shall conform to the standards set forth in Section 17.16.050.B.3.e.
 - b. Cargo containers used for relocation storage shall require a container permit. The number and location of cargo containers used for relocation storage shall be subject to the review and prior written approval of the Director or their duly authorized representatives. Upon such approval, and payment of a container permit fee in an amount established by city council, a container permit shall be issued.
 - c. Cargo containers may be used for relocation storage for a period not to exceed fifteen (15) calendar days. This use may be extended for an additional ten (10) calendar days upon the prior written approval of the Director.
 - d. Cargo containers used for relocation storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
 - e. Cargo containers used for relocation storage shall conform to the standards set forth in Section 17.16.050.B.3.e., except as provided in f. of this subsection.
 - f. Cargo containers used for relocation storage may be placed in parking lots so long as they do not reduce the number of required parking spaces.
- C. Electric Vehicle Charging Station. An electric vehicle charging station (EVCS) shall be permitted as an accessory use within any existing legal single-family or multiple-family residential garage or carport, or within any existing legal commercial parking space in a parking lot or in a parking garage, subject to all applicable city code requirements and the following:
- 1. Electric vehicle charging stations (EVCS) for public use shall be subject to the following requirements:
 - a. The EVCSs shall be located in a manner which will be easily seen by the public for informational and security purposes and shall be illuminated during evening business hours; and
 - b. Be located in desirable and convenient parking locations which will serve as an incentive for the use of electric vehicles; and
 - c. The EVCS pedestals shall be protected as necessary to prevent damage by automobiles; and
 - d. The EVCS pedestals shall be designed to minimize potential damage by vandalism and to be safe for use in inclement weather; and
 - e. Complete instructions and appropriate warnings concerning the use of the EVCS shall be posted on a sign in a prominent location on each station for use by the operator; and
 - f. One standard nonilluminated sign, not to exceed 4 square feet in area and 10 feet in height, may be posted for the purpose of identifying the location of each cluster of EVCSs; and

3. Carnivals, subject to the provisions of Chapter 9.46,
4. Schools- Business and Professional. This category includes but is not limited to art, barber, dance, music, real estate, and similar schools.
5. Christmas trees and wreaths, the sale of, between November 1st and December 25th, both dates inclusive, to the extent permitted by other statutory and ordinance provisions. Any structures, facilities and materials used for the sale of trees and wreaths shall be removed from the premises by December 31st of the same calendar year, and the property restored to a clean condition,
6. Crops, field, tree, bush, berry and row, including nursery stock, flowers and vines, provided that no sludge or biosolid material shall be applied to any land as a soil amendment. Roadside stands, retail sale of crops grown on the premises, and signs advertising products produced on the premises,
7. Day nursery, children,
8. Dwelling units, as follows:
 - a. One dwelling unit within a building on the same lot or parcel of land which is legally being used so as to require the continuous supervision of a caretaker and his immediate family, or
 - b. Dwelling units within a building or premises used for agricultural purposes, which dwelling units are occupied only by persons employed on the same premises, and their immediate families, or
 - c. Where subsection A.7.a. of this section permits the use of a dwelling unit for a caretaker, a mobilehome containing one dwelling unit may be used in lieu of such dwelling unit for a period not to exceed 6 consecutive months in any 12 month period. Or, if intended for a residence for up to the maximum limit of 5 years, the mobilehome shall comply with the provisions of Section 17.08.370.C for foundation systems,
9. Parking. Joint usage or leased (see Section 17.16.210.B),
10. Wild Animals. Wild animals may be temporarily used, kept or maintained for a period not to exceed:
 - a. Ten days in conjunction with the lawful operation of a circus or animal exhibition, or
 - b. Sixty days where used in motion picture and television production, except that the Director may, where he finds that such extension is consistent with the intent of this section and neither detrimental to the public welfare or to the property of other persons located in the vicinity thereof, extend such time period for not to exceed 30 additional days, and
 - c. Provided said animals are used, kept, or maintained pursuant to and in compliance with, all regulations of the city of Lancaster and the Los Angeles County department of animal control,

11. Minor co-located and stealth wireless telecommunication facilities subject to the requirements of Section 17.60.640,
 12. Solar electrical generating plants only, in the HI zone. (Note: All other electrical generating plants require a conditional use permit in the HI zone; see Section 17.16.070C.1);
 13. Small wind energy systems (co-located), subject to the requirements of section 17.40.690;
 14. Emergency shelters, only in the LI zone.
 15. Entertainment and Recreation. This category includes, but is not limited to bowling alleys, golf driving ranges, shooting ranges, video game arcades, and similar uses. This shall not include dance halls, pool halls and night clubs (see section 17.16.070.A.5)
- B. Uses subject to Director's Review only in the HI zone:
1. Crushing of used asphalt or concrete, rock, or other materials for use as an aggregate.
 2. Major wireless telecommunication facilities located more than 1,000 feet from residentially zoned property, subject to the requirements of Section 17.40.640. Facilities located within 1,000 feet of residentially zoned property shall be subject to a conditional use permit (see Section 17.16.070.A.4).
- C. Other Uses. Uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in these zones shall be subject to interpretation of the Director.

(Ord. 898 § 2, 2008; Ord. 896 § 1 (Exh. A § 23), 2008; Ord. 758 § 1 (Exh. A § 4 (part)), 1999; Ord. 753 § 1 (Exh. A §§ 7, 8), 1999; prior zoning ord. § 241.024)

(Ord. No. 941, § 1, 2-9-2010; Ord. No. 989, § 6, 4-9-2013; Ord. No. 999, § 6, 8-26-2014)

17.16.070 - Uses subject to conditional use permits.

The uses subject to permit in the I zones are grouped into categories of similar uses rather than exhaustive lists of single uses. Extensive examples are given for purposes of clarifying the types of uses in each category. The following categories of uses may be permitted in the I zones provided a conditional use permit has first been obtained as provided in Article I of Chapter 17.16, and while such permit is in full force and effect in conformity with conditions of such permit for:

- A. Uses subject to permits in all I zones:
1. Alcohol sales establishments as defined in and subject to the requirements of Section 17.42.020, including:
 - a. Incidental off-site alcohol sales establishment,
 - b. Incidental on-site alcohol sales establishment,

- c. Primary off-site alcohol sales establishment,
 - d. Primary on-site alcohol sales establishment,
 - e. Bona fide restaurant,
 - f. Liquor store,
 - g. Mini-mart with alcohol sales,
 - h. Nightclub with alcohol sales,
 - i. Temporary Alcohol Sales;
 - j. Wine-tasting establishment,
2. Radio and television transmission towers,
 3. Research and Development. This category includes but is not limited to laboratories and facilities for scientific research, development and testing including administrative offices involving the use of hazardous materials. Agricultural and biological research involving sludge or biosolid material shall be conducted only within an enclosed building or suitable containment vessel.

This category does not include the development and testing of biological or chemical warfare agents or explosives;
 4. Major Wireless Telecommunication Facilities. This category includes all major wireless telecommunication facilities in the LI zone and major wireless telecommunication facilities in the HI zone within 1,000 feet of residentially zoned property subject to the requirements of Section 17.40.640. Co-located and stealth communication facilities are subject only to Director's Review and shall not require a conditional use permit;
 5. Mini-marts, Pool Halls, Dance Halls, and Nightclubs without alcohol.
 6. Churches
- B. Uses subject to permits in the HI zone:
1. Electrical generating plants, all types except solar (see Section 17.16.060A.13),
 2. Storage. This category is limited to the following:
 - a. Gas, above ground storage in excess of 500,000 cubic feet,
 - b. Storage of oil, gasoline or petroleum products in any quantity exceeding 100,000 gallons,
 3. Waste Disposal. This category is limited to waste disposal facilities as defined in Section 17.04.240;
- C. Uses subject to permits only in the HI zone:
1. Agricultural Related Uses. This category includes but is not limited to cattle sales yards, dairies, hog ranches and livestock feed yards; provided that, no sludge or biosolid material shall be applied to any land as a soil amendment,

2. Chemical Manufacturing. This category includes but is not limited to the manufacture of: ammonia, asphalt, caustic soda, celluloid, cellulose, chlorine gas, coal tar products, creosote, fertilizers, glue, guncotton, gypsum, hydrocyanic acid products, lime, phenol, plastics, potash, pyroxylin products, size, soda ash, synthetic ammonia, and similar uses. All uses in this category will be subjected to close scrutiny in terms of the relative safety of such uses and their potential effects on the community with emphasis on their impact on odor and air quality in general; specifically their handling of hazardous materials and waste.

This category does not include the manufacturing of food,

3. Food Manufacturing, Processing, Sale and Storage. This category is limited to the following food products: canning of fish or meat, fat rendering, gelatin, lard, meat packing, pickles, sausage, sauerkraut, slaughterhouses, tallow and vinegar,
 4. Hazardous Waste Facility. This category is subject to the provisions of Article VII of Chapter 17.40,
 5. Manufacturing—General. This category is limited to the following: explosives, smelting and casting of metals, paper manufacturing, plastic manufacturing or tanning of animal hides,
 6. Pest control;
- D. Uses subject permits to the LI and HI zones: College or university campuses.
- E. Other Uses. Uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in these zones shall be subject to interpretation of the Director.

(Ord. 898 § 3, 2008; Ord. 896 § 1 (Exh. A §§ 24, 25), 2008; Ord. 761 § 1, 1999; Ord. 758 § 1 (Exh. A §§ 5, 6), 1999; Ord. 753 § 1 (Exh. A § 9), 1999; prior zoning ord. § 241.025)

(Ord. No. 1007, § 5, 10-13-2015)

17.16.080 - Interpretation.

Where a conflict in interpretation occurs regarding application of Section 17.16.030, 17.16.040, 17.16.050, 17.16.060 or 17.16.070 to any specific case, the Director shall determine the interpretation.

(Prior zoning ord. § 241.026)

17.16.090 - Adjustments.

The Director may reduce the required minimum lot width, minimum lot depth, yard requirements and parking requirements by an amount not to exceed 10%; may increase the maximum height regulations and maximum sign area by an amount not to exceed 10% of the amount specified by the I zones; and may increase the floor area ratio (FAR) up to an amount not to exceed 0.8; where the Director finds that the applicant has demonstrated that:

- A. There are special circumstances or exceptional physical characteristics applicable to the property including size, shape, topography, location or surroundings involved which are not generally applicable to other properties in the same vicinity with the same zoning; and
- B. An adjustment (if authorized) will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning; and
- C. The strict application of the requirements sought to be reduced or increased would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the requirements.
- D. In the case of parking requirements only, a program exists whereby employees utilize, or will utilize, public transit, carpools, vanpools, bicycles, motorcycles, or walk to work, and that sufficient parking has been provided for the modes of travel utilized.
- E. Approval of the application will result in the need for less grading and disturbance of soils and natural vegetation.
- F. Approval of the application will result in the retention/preservation of native vegetation; particularly Joshua trees, California Juniper or Creosote shrubs.
- G. Approval of the application will not diminish the visual appearance of the property or neighborhood.
- H. Approval of the application will not increase the overall average of the FAR to more than the maximum specified for the zone on all I zoned properties within 500 feet of the site.

Any reduction or increase greater than those specified in this section shall be subject to the granting of a variance.

(Prior zoning ord. § 241.027)

17.16.100 - Height regulations.

The height of buildings or structures shall be as follows:

- A. No building or structure shall exceed:
 - 1. In the LI zone: height of 50 feet; and
 - 2. In the HI zone: a height of 70 feet.

This section does not apply to conditional use permit uses which shall be subject to Article I of Chapter 17.32. (See Article XII of Chapter 17.40 for general exceptions.)

- B. No commercially or industrially used building in the I zones which is within 100 feet of any RR, SRR or R zone shall exceed a height of 2 stories or 35 feet, whichever is less.

- C. No building may be constructed which would shade any existing active solar energy system on adjoining property without the consent of the affected property owner. (See subsection 1 in the definition of solar energy system in Section 17.04.240.)

(Prior zoning ord. § 241.030)

17.16.110 - Exception for solar systems.

Solar collectors may exceed the height limit when mounted on the roof of a legal, conforming building. The right to exceed the height limit shall be exercised only in the event that: there is no other practical means or location for achieving an efficient placement on the building or site in question; such collectors may exceed the height limit only to the extent necessary to achieve efficient placement; in no case shall such solar collectors (or related equipment) encroach more than 5 feet beyond the limit. Also the placement of a solar collector shall not shade or otherwise diminish the efficiency of existing solar collectors on neighboring property, or preclude such property from sufficient solar access to successfully operate a solar energy system sufficient to serve the needs of the business or occupants.

(Prior zoning ord. § 241.031)

17.16.130 - Property development regulations.

A. General.

1. No new building or commercial coach shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
2. No existing building or commercial coach located on an existing legal lot or parcel of land shall be converted, enlarged or moved unless said building, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created or any building, or portion thereof, existing on such new lot be used, unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, which are pertinent to the area and dimensions for new lots and those regulations pertinent to the placement or location of buildings on said lot.

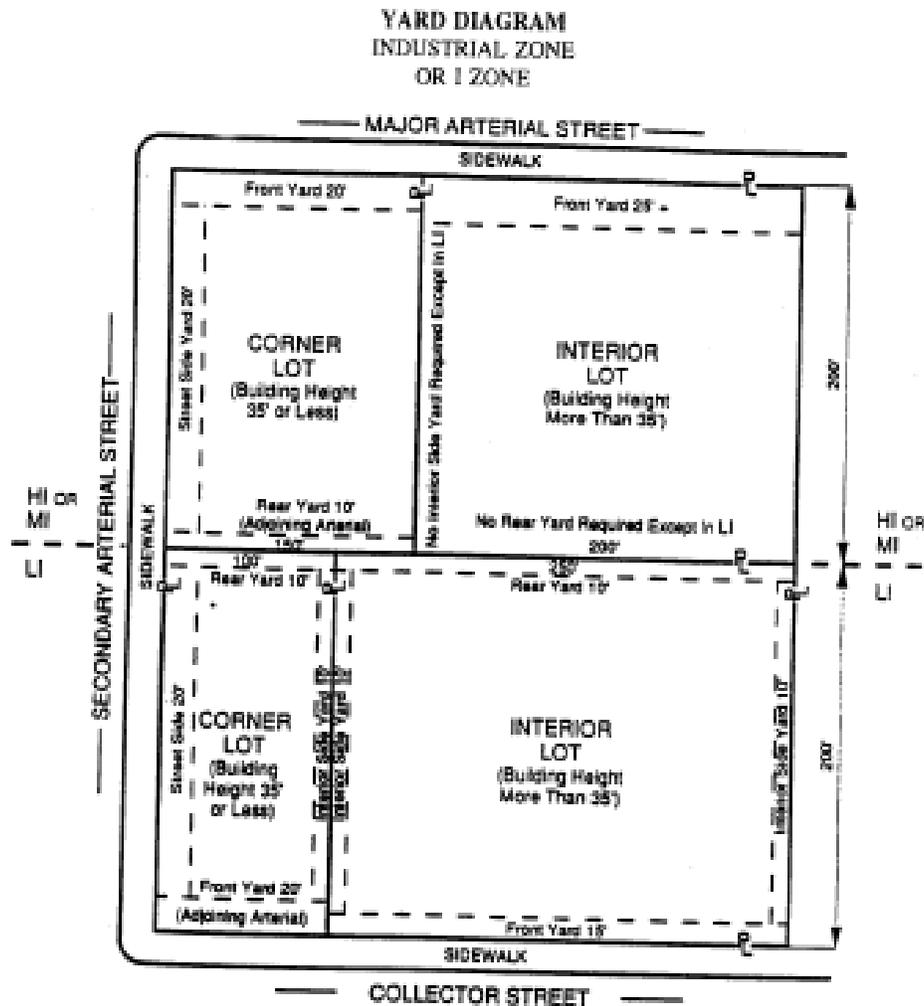
B. I Zones. Wherever property is designated as an I zone on the zoning map the following regulations, specific or general, shall apply:

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their

creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)

Zone	Minimum Lot Area	Minimum Lot Width*	Minimum Lot Depth
LI	10,000 sq. ft.	180 ft.	100 ft.
HI	20,000 sq. ft.	100 ft.	150 ft.

* Also denotes minimum street frontage.



NOTE: P = Property Line

+ Yards must be measured from property lines except on alternate street sections

+ Indicates Director discretion to increase setback

THIS DIAGRAM IS FOR ILLUSTRATIVE PURPOSES ONLY

See Section 17.40.070, 17.40.080, 17.40.090 A or 17.40.090B in the event public use or required street dedication would reduce the net lot area, lot width, or lot depth of an existing lot to less than the required minimum.

2. Yard Requirements. Yards shall be provided as follows:

See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.

a. Front yard—LI and HI zones:

- 1) Adjoining a freeway, expressway, or arterial street: 20 feet where the building is 35 feet or less in height. The front yard for buildings which are more than 35 feet in height shall be established on a case-by-case basis by the Director to mitigate any adverse or potentially adverse impact on neighboring properties, but in no case be less than 25 feet.
- 2) All other properties:
 - a) LI zone: 15 feet;
 - b) HI zone: 10 feet.

b. Street side yard—LI and HI zones:

- 1) Adjoining a freeway, expressway or arterial street: same as subsection B.2.a.1) of this section;
- 2) All other properties: equal to the front or street side yard, as appropriate, required in the abutting zone, or 10 feet whichever is greater.

c. Interior side yard:

- 1) LI zone: 10 feet;
- 2) HI zone: none.

d. Rear yard:

- 1) LI zone: 10 feet;
- 2) HI zone: 10 feet when adjoining freeway, expressway, or arterial streets. Other properties none.

e. Front and street side yards of properties developed after the adoption of this section shall be landscaped for a minimum depth of 10 feet measured from the back of the sidewalk. Rear yards shall be landscaped only where adjoining a freeway, expressway or arterial street. This requirement may be increased by the Director where he finds it to be necessary to make the proposed development compatible with existing development in the vicinity of the site. Landscaping and irrigation plans shall be submitted to the Director for his approval. Such plans must be approved prior to the issuance of any building permit for the site. Such landscaping and irrigation systems shall have been installed in accordance with the approved plans and verified prior to final inspection approval. The Director determinations on these items may be appealed in accordance with Section 17.36.030. Yards

required by this zone are also subject to the general provisions and exceptions contained in Section 17.28.030 which shall apply as specified.

3. Maximum floor area ratio (FAR) (see definition in Section 17.04.240):
 - a. LI zone: 0.5;
 - b. HI zone: 0.5.
 4. Landscaping. Plant materials used in landscaping shall include drought-tolerant species and the landscaping shall be designed to minimize water usage and discourage runoff. No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot.
 5. Outside Display. All display shall be located wholly within an enclosed building with the exception of the following:
 - a. Amusement rides and devices;
 - b. Automobile sales, limited to automobiles, recreational vehicles, tractors and trucks under 2 tons held for sale and rental only;
 - c. Automobile service stations, limited to automobile accessories and facilities necessary to the dispensing of petroleum products only;
 - d. Boat sales, limited to boats held for sale or rental only;
 - e. Carnivals—Commercial;
 - f. Christmas trees and wreaths, sale of;
 - g. Crops, field, tree, bush and row, including nursery stock, flowers and vines;
 - h. Electric distribution substations;
 - i. Equipment rental and sales including heavy equipment;
 - j. Gas metering and control stations, public utility;
 - k. Mobilehome sales, limited to mobilehomes held for sale or rental only;
 - l. Parking lots;
 - m. Signs, existing outdoor advertising;
 - n. Trailer sales, box and utility, limited to trailers held for sale only.
- C. Exceptions to Yard Requirements — Previously Established Uses. Additions or modifications to buildings or uses, either constructed or having received building permit approval, or having been legally established prior to September 2, 1992 may be allowed with respect to yards of lesser dimension than required in this subsection where, in the opinion of the Director, allowing less than full compliance with the yard requirements would impose no substantial detriment to abutting property or improvements thereon. In rendering a decision on whether to allow a reduction of the required yard, the Director shall determine whether (see Sections 17.40.093, 17.40.095, and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops):

1. There are special circumstances or exceptional characteristics applicable to the property involved which are not generally applicable to other properties in the same vicinity with the same zoning;
2. An adjustment (if authorized) will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning; and
3. The strict application of the yard requirements would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the yard requirements.

In no case shall the Director approval of the reduction of a required yard relieve the applicant/property owner from complying with minimum landscape requirements established by this title, unless such relief is specifically approved by the Director.

D. Exceptions to Yard Requirements — Specified LI Zoned Areas,

1. Defined Areas: This exception shall only be applicable to properties that are zoned LI and are located within the area bounded by Avenue I, Division Street, Avenue J, and Sierra Highway, or within the area bounded by Avenue L, 12th Street West, Avenue M and SR-14 (hereafter referred to as defined area (A) and (B) respectively).
2. Purpose and Intent,
 - a. Defined Area A. Same language as current ordinance.
 - b. Defined Area B. Defined area B is bounded SR-14, 12th Street West, Avenue L and Avenue M and consists of numerous vacant lots and developed properties which exhibit narrow lot depths resulting from right-of-way acquisition at the time of freeway construction. The provisions of the zoning ordinance require minimum 10 foot building set backs for both the rear and interior side yards for properties located in the LI zone. Because of the narrow lot configurations, these requirements often create practical difficulties in developing property within Defined Area B. The result is that the properties within Defined Area B cannot be effectively developed. Therefore, the intent of this section is to allow the Director to modify the LI Zone rear and interior yard requirements within this area under specified circumstances, while still adhering to all other requirements of the LI Zone.
3. Allowable Exceptions to Yard Requirements — Director's Determination. The Director may reduce or eliminate the yard requirements upon making the findings as noted below. The requirement for front and street side yards shall not be reduced to less than 10 feet of landscaped width except where such requirement would unreasonably interfere with the expansion of an existing building that does not have a setback of at least 10 feet, or where the requirement would preclude the provision of required parking. The Director may grant exceptions where he determines that the following circumstances exist:
 - a. Compliance with the normal yard requirements will result in practical difficulties and unnecessary hardships inconsistent with the purpose of the yard requirements because of the size or configuration of the parcel(s) or the location of existing on-site buildings; and

- b. It is not practical for the project proponent to acquire additional property that would allow the yard requirements to be met; and
- c. Granting of the exception will not result in an adverse effect on other properties in the vicinity.

(Ord. 807 (Exh. A), 2002; Ord. 760 § 1 (Exh. A), 1999; Ord. 711 § 43 (part), 1995; Ord. 651 § 4 (part), 1993; prior zoning ord. § 241.050)

17.16.140 - Signs.

A person shall not use, install or construct any sign in the I zones except as specifically permitted in this section and subject to all regulations and conditions, including without limitation submittal of a sign plan, set forth in this title and any other ordinance now existing or hereafter adopted by the city regulating the installation, use and/or construction of signs. A comprehensive sign plan for multiple-tenant projects or an individual sign plan for single-tenant projects, must be submitted to and approved by the Director or his designated representative. Sign plans must be fully dimensioned, including the proposed sign location(s), elevations, colors and materials. A person who has first obtained approval of the sign plan and all required permits and inspection approval shall be permitted to use, install or construct signs as specified in the I zones.

(Prior zoning ord. § 241.060)

17.16.150 - Signs—General provisions.

- A. The provisions of this section regulating signs shall not apply to the following signs except as otherwise indicated herein:
 - 1. Official notices issued by any court, public body or public officer;
 - 2. Notices posted by any public officer in performance of a public duty, or for any person in giving legal notice;
 - 3. Traffic, directional, warning or informational signs required or authorized by the public authority having jurisdiction over such signs;
 - 4. Official signs used for emergency purposes only;
 - 5. Permanent memorial or historical signs, plaques or markers;
 - 6. Public utility signs, provided such signs do not exceed 3 square feet in area.
- B. Prohibited Signs. The following signs shall be prohibited in the I zones:
 - 1. Signs which contain or utilize:
 - a. Any exposed incandescent lamp,
 - b. Any revolving beacon light,
 - c. Any continuous or sequential flashing operation, except signs displaying time of day, atmospheric temperature or having programmable electronic public service messages only,

- d. Any system for display of time of day, atmospheric temperature or programmable electronic public service messages in which:
 - 1) The messages are not public service in nature, or
 - 2) The proposed display has any illumination which is in continuous motion or which appears to be in continuous motion, or
 - 3) The message is changed at a rate faster than one message every 4 seconds, or
 - 4) The interval between messages is less than one second, or
 - 5) The display is located less than 100 feet on the same side of the street or highway or 200 feet across the street from residentially zoned property;
2. Roof signs (see definition in Section 17.04.240);
3. Revolving signs of any kind;
4. Signs advertising or displaying any unlawful act, business or purpose;
5. Devices dispensing bubbles and free-flowing particles of matter;
6. Any notice, placard, bill, card, poster, sticker, banner, sign, advertising or other device calculated to attract the attention of the public which any person posts, prints, sticks, stamps, tacks or otherwise affixes, or causes the same to be done to or upon any street, right-of-way, public sidewalk, crosswalk, curb, lamppost, hydrant, tree, telephone pole or lighting system, or upon any fixture of the police or fire alarm system of the city of Lancaster or county of Los Angeles;
7. Any strings of pennants, banners or streamers, clusters of flags, strings of twirlers or propellers, flares, balloons, and similar attention-getting devices, including noise-emitting devices, with the exception of the following:
 - a. Automobile sales uses only may utilize pennants, banners or streamers subject to the following conditions:
 - 1) All such displays must be positioned horizontally and parallel to the ground and shall maintain a minimum height of 14 feet and a maximum height of 18 feet from grade level.
 - 2) All lines supporting such devices shall be secured in a taut manner and shall exhibit no more than 5 inches sag or droop at midline. No more than 3 such lines may be placed above one another and such lines shall be located along street frontages only.
 - 3) All pennants, banners, or streamers shall be maintained in good condition. Such devices which have become torn, tattered, faded or otherwise fallen into disrepair shall be removed or replaced,
 - b. National, state, local governmental, institutional or corporate flags properly displayed,
 - c. Holiday decorations in season used for an aggregate period of not more than 90 days in any one calendar year;

8. Devices projecting, or otherwise reproducing the image of a sign or message on any surface or object;
 9. Signs emitting or amplifying sounds for the purpose of attracting attention;
 10. Portable signs;
 11. Sidewalk signs;
 12. New outdoor advertising signs in the HI zone. No new outdoor advertising signs are permitted in the LI zone but existing outdoor advertising signs may be relocated into the LI zone subject to the provisions of Section 17.40.2100.
 13. Pole signs;
 14. Any sign which is placed in a manner which would obstruct a driver's or pedestrian's vision and thus create a hazard, or potential hazard, to the public health, safety or welfare.
- C. General Sign Regulations. The following regulations shall apply to all signs in the I zones:
1. In no case shall a lighted sign or lighting device thereof be so placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a public street, highway, sidewalk or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance.
 2. Existing outdoor advertising signs are subject to Section 17.40.210.
 3. Subdivision signs are subject to Section 17.40.220.
 4. Signs, except outdoor advertising signs, may be single-, double- or multifaced, provided that:
 - a. The distance between the faces of any double-faced sign, other than a "V"-shaped projecting sign, shall not exceed 36 inches; and
 - b. The separation between the intersecting faces of any multifaced sign shall not exceed 12 inches.
 5. Any sign located on vacant and unoccupied property, and which was erected for an occupant or business unrelated to the present occupant or business, or any sign which pertains to a time, event or purpose which no longer exists shall be removed within 30 days after the purpose for, or use utilizing such sign has been removed from such property.
 6. Any permitted sign may be a changeable copy sign.
 7. All signs shall be designed in the simplest form and be free of any exposed bracing, angle iron, guy wires, cables or similar devices.
 8. The exposed backs of all signs visible to the public shall be suitably covered, finished and properly maintained.
 9. All signs shall be maintained in good repair, including display surfaces which shall be kept neatly painted or posted.

10. Any sign which does not conform to the provisions of this title shall be made to conform or shall be removed as provided in subsection B.4. of Section 17.32.850 except as provided in Section 17.32.850B.4.c.
 11. Except where otherwise specifically provided by this title, sign regulations established pursuant to this title shall not apply to signs within a building, arcade, court or other similarly enclosed area where such signs are not visible to the public without entering such facilities.
 12. The height of all signs shall be measured from the highest point of the sign.
- D. Computation of Sign Area. The surface area of any sign face shall be computed from the smallest rectangles, circles and/or triangles which will enclose all words, letters, figures, symbols, designs and pictures, together with all framing, background material, colored or illuminated areas, and attention-attracting devices forming an integral part of the overall display, but excluding all support structures, except that:
1. Superficial ornamentation of a non-message-bearing character which does not exceed 5% of the surface area shall be exempted from computation; and
 2. Wall signs painted on or affixed directly to a building wall, façade or roof, and having no discernible boundary, shall have the areas between letters, words intended to be read together, and any device intended to draw attention to the sign message included in any computation of surface area; and
 3. Signs placed in such a manner, or bearing a text, as to require dependence upon each other in order to convey meaning shall be considered one sign and the intervening areas between signs included in any computation of surface area; and
 4. Spherical, cylindrical or other 3-dimensional signs not having conventional sign faces shall be considered to have 2 faces and the area of each sign face shall be computed from the smallest 3-dimensional geometrical shape or shapes which will best approximate the actual surface area of said faces.

(Ord. 711 § 23, 1995; prior zoning ord. § 241.061)

17.16.220 - Design and performance standards.

The following design and performance standards shall be met for development in the I zones:

- A. General requirements applicable to all development:
 1. Access.
 - a. Driveways providing access to the site may be combined, relocated, or otherwise limited in order to minimize traffic conflicts and improve public safety. All driveways shall be constructed to comply with current city standards. All driveway locations are subject to the approval of the Director.
 - b. Entry drives into parking areas shall be of sufficient depth to provide for vehicle stacking appropriate to the size, location and intensity of the project served.

- c. Access to drive-through facilities shall have a sufficient depth to provide vehicle stacking for not less than 7 automobiles at a depth of 24 feet per automobile per drive-through facility. (One bank teller station equals one such facility.) Such stacking space shall be designed in a manner which will not restrict access to or from parking spaces, aisles or driveways.
 - d. Public transit opportunities for turnouts, shelters and pedestrian access shall be considered for all sites abutting expressways or arterial streets.
 - e. Access and bicycle parking facilities shall be considered for all sites abutting or adjacent to a planned bicycle and/or trail facility.
 2. Paving. Required parking areas, as well as the maneuvering areas and driveways used for access thereto shall be paved with: (NOTE: Permits are required for any work done in the public right-of-way.)
 - a. Concrete surfacing to a minimum thickness of 3½ inches with expansion joints as necessary; or
 - b. Asphalt surfacing, rolled to a smooth, hard surface having a minimum thickness of 2 inches after compaction, and laid over a base of crushed rock, gravel or other similar material compacted to a minimum thickness of 4 inches.
 - c. For commercial and industrial truck parking and drive aisles, asphalt surfacing rolled to a smooth hard surface having a minimum thickness of 3 inches after compaction and, at a minimum, designed to accommodate a traffic index (TI) of 6.5 as calculated in accordance with the latest edition of the CalTrans Highway Design Manual. Large industrial projects may need a greater TI based upon their use.
 - d. Other alternative material that will provide at least the equivalent in dust-free service, life and appearance of the materials and standards which would be employed for development pursuant to subsection A.2.a. or b. of this subsection.
 - e. The Director shall review and report on the adequacy of paving where modification of base is proposed under subsection A.2.b. of this section, or where alternative materials are proposed under subsection A.2.d. of this section. The Director may approve such modification or such alternative materials if, in his opinion, the evidence indicates compliance with subsection A.2.b. or A.2.d. of this section, as the case may be.
3. Size and Marking of Spaces.
 - a. No less than 65% of the parking spaces shall exhibit minimum dimensions of 9 feet in width by 20 feet in length, with required disabled person spaces at the dimensions as provided by law.
 - b. No more than 35% of the parking spaces may exhibit minimum dimensions of 8 feet in width by 17 feet in length. Such spaces shall be labelled "compact car only" in a manner acceptable to the Director.
 - c. No parking shall occur in the first 10 feet of a required front or street side yard.

- d. Where parking abuts an alley, the improved alley may be used as an aisle subject to approval of the parking lot design.
- e. For parallel parking, minimum aisles are 12 feet and minimum parking space dimensions are 8 feet by 24 feet.

See the following diagrams for parking design options.

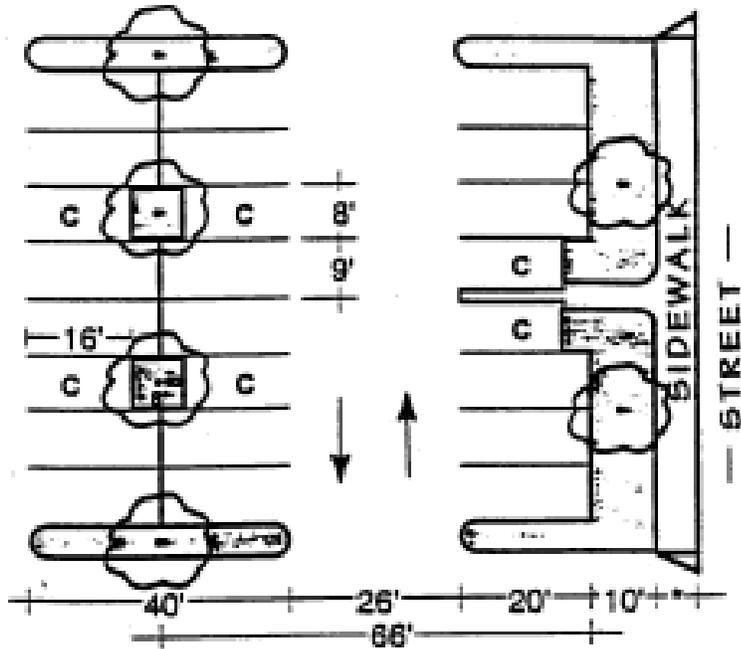
- 4. Circulation. Mark entrances and exits clearly. Vehicular circulation should be "one-way" in each aisle or "two-way" if the aisle width is a minimum of 20 feet. No aisle shall be less than 12 feet in width.
- 5. Loading Spaces. Such spaces shall be required as specified by the Director.
- 6. Buffering. A masonry wall of 6 feet in height shall be provided at the property line where the activities of a commercial or industrial use are anticipated to be incompatible with existing commercial, industrial or residential uses. It shall be the burden of the applicant to prove to the satisfaction of the Director or his designated representative that the project will not create or be subject to conditions necessitating a wall at the time of site plan review if a wall is not desired by the applicant.
- 7. Building Design.
 - a. Building design standards applicable to all I zones:
 - 1) Roof treatment shall be the same on the periphery of the building, except where a different treatment is required by the city building code.
 - 2) Solar access and prevailing winds should be considered in building design and orientation.
 - 3) Additions to existing buildings shall generally conform to the design of the existing building. New building size, materials and color shall be consistent with the scale and design of the building to which it is attached.
 - b. Building design standards applicable to the LI zone:
 - 1) Building components such as windows, doors, eaves and parapets shall have good proportions and relationships to one another.
 - 2) Utility doors, access panels, fire doors, loading docks and other openings shall be treated as part of the architectural composition of buildings.
 - c. Building design standards applicable only to the LI zone:
 - 1) An exterior color scheme for all buildings or additions thereto shall be submitted with the building elevations for approval. The color scheme for existing neighboring buildings shall be indicated and considered.
- 8. Landscaping.
 - a. Landscape designs shall be consistent throughout a project site. A combination of landscape materials should be arranged in a harmonious manner as an integral part of project design to enhance building design, public view, and interior spaces and provide buffers and transitions as needed. Unrelated and

random choice or placement of plant materials shall be avoided; however, variety may be employed to intensify distinction between spaces or to strengthen a sense of place or movement, or to promote energy and water conservation and mitigate erosion.

PARKING LOT DESIGN OPTIONS

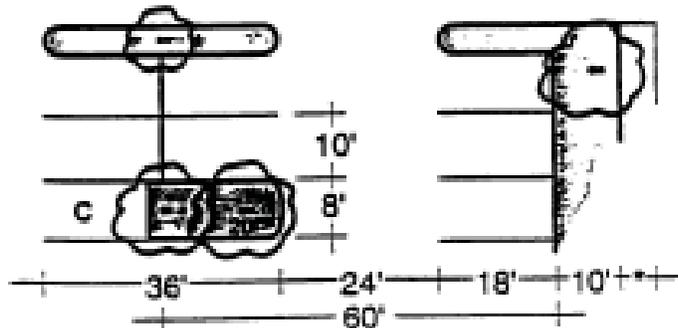
90°

STANDARD 90° - MINIMUM PARKING SPACE 9' X 20'
 OPTION 90°-1 - MINIMUM PARKING SPACE 10' X 18'
 C- ALL COMPACT PARKING SPACES ARE 8' X 16'



* SIDEWALK WIDTH IN ACCORDANCE WITH CITY STANDARDS FOR THE STREET CLASSIFICATION.
 END STALLS PARALLEL TO WALLS OR FENCES SHALL BE 10' IN WIDTH.

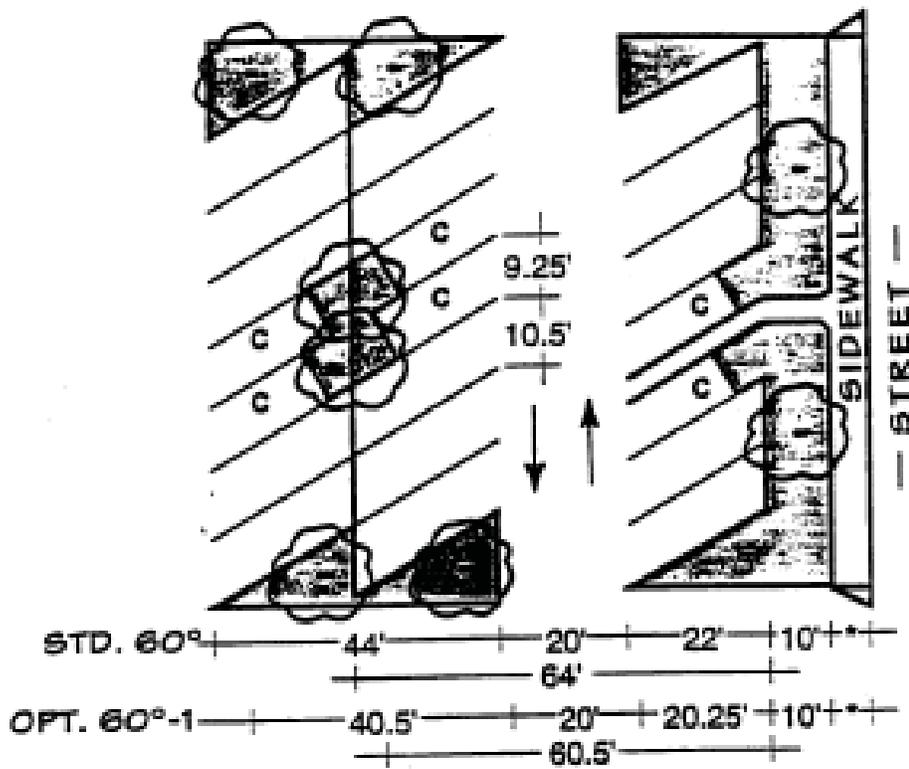
OPTION 90°-1



PARKING LOT DESIGN OPTIONS, cont.

60°

STANDARD 60° - MINIMUM PARKING SPACE 9' X 20'
 OPTION 60°-1 - MINIMUM PARKING SPACE 9' X 18'
 C- ALL COMPACT PARKING SPACES ARE 6' X 16'

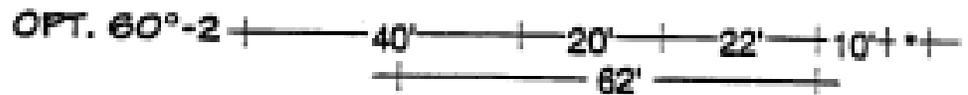
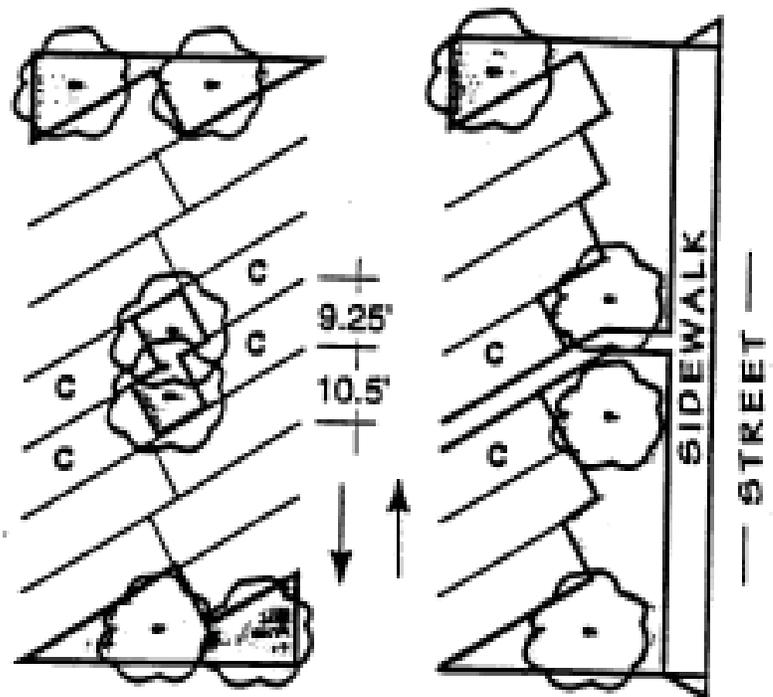


* SIDEWALK WIDTH IN ACCORDANCE WITH CITY STANDARDS FOR THE STREET CLASSIFICATION.

PARKING LOT DESIGN OPTIONS, cont.

60°

OPTION 60°-2 - MINIMUM PARKING SPACE 9' X 20'
 OPTION 60°-3 - MINIMUM PARKING SPACE 8' X 18'
 C- ALL COMPACT PARKING SPACES ARE 8' X 16'

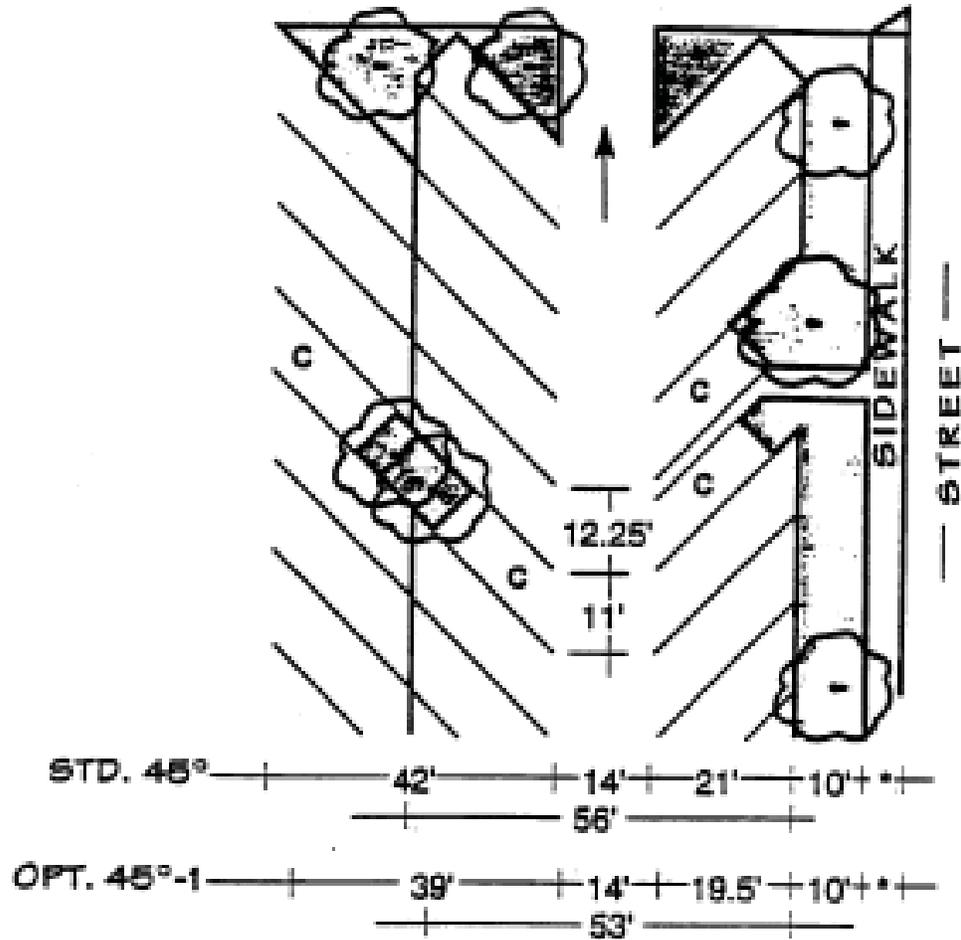


* SIDEWALK WIDTH IN ACCORDANCE WITH CITY STANDARDS FOR THE STREET CLASSIFICATION.

PARKING LOT DESIGN OPTIONS, cont.

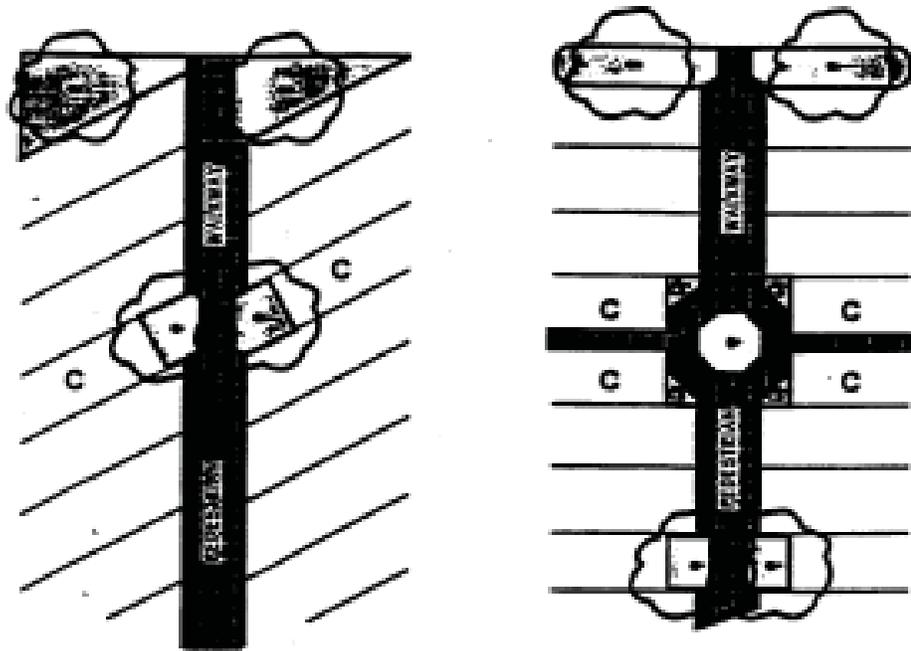
45°

STANDARD 45° - MINIMUM PARKING SPACE 9' x 20'
 OPTION 45°-1 - MINIMUM PARKING SPACE 9' x 18'
 C- ALL COMPACT PARKING SPACES ARE 8' x 16'



* SIDEWALK WIDTH IN ACCORDANCE WITH CITY STANDARDS FOR THE STREET CLASSIFICATION.

PEDESTRIAN WALKWAY OPTIONS



DESIGNS ALLOW PEDESTRIANS TO WALK TO OR FROM THEIR CARS OR TO SIDEWALKS ON ADJOINING STREETS WITH MINIMAL CONFLICT WITH PARKING LOT TRAFFIC.

- b. The type, scale and proportion of landscape materials shall be appropriate to the site and/or structures to which they relate.

- c. Plant material shall be selected for interest in its structure, texture, color, ultimate growth and water efficiency. Plants that are native or climate adaptive to the high desert area of Lancaster and/or others that will be hardy, harmonious with project design, and of good appearance, shall be used. Drought-resistant varieties of plants shall be used wherever feasible. Turf shall not be permitted. Drought-resistant varieties of plants shall be used in accordance with Title 8, Chapter 8.50, Landscaping Installation and Maintenance of the Lancaster Municipal Code.
- d. Landscaped areas shall be irrigated by an automatic system with separate stations for each hydrozone. The irrigation system shall be designed and equipped to incorporate water conservation techniques such as drip systems, moisture sensors and anti-drain valves. Sprinkler systems shall be designed to prevent water from falling onto impervious surfaces. The system shall comply with Title 8, Chapter 8.50, Landscaping Installation and Maintenance of the Lancaster Municipal Code.
- e. All areas which are within a site which has been approved by the city for development as a site plan or approved phase thereof, which are not needed for buildings, sidewalks, vehicle access or parking, shall be landscaped.
- f. All landscaped planter areas shall be completely bordered by a 6-inch P.C.C. curbing to prevent irrigation runoff and act as a wheel stop where necessary. Where used as a wheel stop, the 6-inch curb may be counted toward the required length of the parking space.
- g. All interior areas of parking lots shall be landscaped with a minimum of one shade tree plus one shade tree for each 4 parking spaces along with the other plant materials.
- h. Lots of 5,000 square feet or less in area shall have the area used for vehicle ingress, egress, circulation and parking, landscaped in accordance with the following percentages:

Zone	Landscaping
LI	5%
HI	2%

Only landscaped areas exclusive of curbs shall qualify toward meeting this requirement and no landscaped area with a dimension of less than 2 feet shall be credited toward meeting the landscape requirement.

- i. Lots of more than 5,000 square feet in area shall have the area used for vehicle ingress, egress, circulation and parking, landscaped in accordance with the following percentages:

Zone	Landscaping
------	-------------

LI	7%
HI	4%

Only landscaped areas exclusive of curbs shall qualify toward meeting this requirement and no landscaped area with a dimension of less than 2 feet shall be credited toward meeting this landscape requirement.

- j. Where off-street parking areas abut local or collector public streets, such areas shall be separated from an abutting street by a continuous landscaped planter which extends parallel to the street frontage of the parking area. Said planter shall be a minimum of 10 feet in width exclusive of perimeter curbs. Up to ½ of the area of this required landscaped planter may be counted toward fulfilling the requirements of subsection A.8.h. or i. (See Section 17.16.130.B.2.E and 17.16.130.B.4., regarding landscaping in yards.)
 - k. Trees and landscaping shall be utilized wherever possible to shade buildings as a means of enhancing energy conservation.
 - l. No tree shall be less than 15 gallon size. At least 50% of all shrubs shall be of 5-gallon size, and no shrub shall be less than one-gallon size. Ground covers shall be planted no further apart than 6 inches on center.
 - m. All landscaped areas shall be continuously and properly maintained in good condition. (See definition of landscape maintenance in Section 17.04.240.)
9. Lighting. The intent of this requirement is to properly illuminate the site without producing an adverse impact on neighboring property. Exterior lighting of the building and site shall be provided, maintained and utilized during the hours of darkness in accordance with the following requirements:
- a. Exterior lighting shall be part of the architectural concept. Fixtures, standards, and all exposed accessories shall be compatible with building design.
 - b. Placement of lighting shall be in accordance with recognized crime prevention, and safety principles.
10. Outside storage or display. All outside storage shall be developed to comply with all standards set forth herein, except for those uses which have been specifically exempted therefrom:
- a. The uses listed in Section 17.16.130 B.5. are exempt from these requirements except for the following uses which shall comply:
 - 1) Automobile impound yards;
 - 2) Electric distribution substations;
 - 3) Equipment rental and sales shall comply in the LI zone only;
 - 4) Gas metering and control stations, public utility.

- b. All outside storage or display in the LI zone which is open to view from any street or highway abutting the lot or parcel of land upon which it is conducted, or which is open to view from any other lot or parcel shall be screened from view by a solid masonry wall constructed to Los Angeles County D-65 standards or as otherwise specified by the city. Gates, where used, shall also be of solid construction unless another design is approved by the Director. Chain link with slats is not acceptable.
- c. All outside storage or display in the HI zone which is open to view from freeways, expressways or arterial streets abutting the lot or parcel of land upon which it is conducted, or which is open to view from any area zoned or used for residential purposes, or which is open to view from any existing industrial use of a nature which, in the opinion of the Director, is adversely affected by the appearance of the outside storage or display, shall be screened from view by a solid masonry wall constructed to Los Angeles County D-65 standards or as otherwise specified by the city. Gates, where used, shall be of solid construction unless another design is approved by the Director. Chain link with slats is not acceptable.
- d. All walls or fences shall be of uniform height in relation to the ground upon which they stand and shall be a minimum of 6 feet and shall not exceed 15 feet in height. The actual height shall be based upon the height of the materials to be stored and methods of stacking said materials and the need for security. (See subsection A.10.f.4) of this section for clarification.)
- e. All outside storage and display or portions thereof which do not fall under the requirements of subsection A.10.c. of this section shall be fenced with chain link or other durable metal material approved by the Director. No wood fence materials will be allowed. All fences shall be of uniform height in relation to the ground upon which they stand and no fence shall be less than 6 feet and shall not exceed 15 feet in height. The actual height shall be based upon the height of materials to be stored and methods of stacking such materials and the need for security.
- f. All portions of outside storage and display areas shall meet the following requirements:
 - 1) The site shall be graded to drain properly as required by the Director.
 - 2) Applicants must obtain approval of the Los Angeles County Fire Department prior to obtaining any city permits for any use that includes the manufacture, use or storage of hazardous materials or wastes.
 - 3) The surface of the site shall be covered with at least 2 inches of crushed rock to prevent dust, or if hazardous materials are used or wastes are stored anywhere in the outdoor storage area, the entire area where such materials are used or stored shall, at a minimum, be paved in accordance with the standards of subsection A.2.a. of this section without expansion joints and with a curb for containment in accordance with city standards. Additional requirements may be imposed by the Los Angeles County Fire Department.
 - 4) All raw material, equipment, by-product, waste or finished products:

- a) Shall not be stored above the height of the wall or fence enclosing the area; and
 - b) Shall not be stored within 300 feet of residentially zoned property, except where such property is separated by an arterial street; and
 - c) Shall be stored in a manner that will not allow any material to be blown from the enclosed storage area; and
 - d) Shall not be placed or allowed to remain outside the enclosed storage area.
- g. The design requirements for outside storage and display as set forth in this title shall not relieve the proprietors of such uses from complying with all applicable regulations, laws and ordinances of the city of Lancaster, county of Los Angeles, state of California, or the United States.
11. Screening.
- a. Screening standards applicable to all I zones:
 - 1) Where mechanical equipment, junction boxes, satellite antennae, meters and similar utility equipment is ground mounted it shall be enclosed or screened from view where necessary to preclude visibility from freeways, expressways and arterial streets and adjacent properties.
 - 2) Parking areas adjacent to streets shall be screened with landscaping in the required yards and with low decorative walls, berms or combinations thereof. Where walls are used they shall be placed so as not to obscure landscaped areas from the street.
 - b. Screening standards applicable to the LI zone:
 - 1) All rooftop mechanical equipment, ducts, tanks, satellite antennae, etc., shall be enclosed or otherwise screened from view from all sides of the building. (This requirement does not include wind-powered turbines used for ventilation.)
 - 2) Loading areas shall be screened from view where necessary to preclude visibility from public streets and highways and adjacent properties.
 - c. Screening standards applicable to the HI zone:
 - 1) All rooftop mechanical equipment, ducts, tanks, satellite antennae, etc., shall be enclosed or otherwise screened from view from all sides of the building only where necessary to preclude visibility from freeways, expressways or arterial streets or adjoining residential, commercial or light industrial areas. (This requirement does not include wind-powered turbines used for ventilation.)
 - 2) Loading areas shall be screened from view only where necessary to preclude visibility from freeways, expressways and arterial streets and adjacent residentially and commercially zoned properties.
12. Service for Utilities. All on-site utility services shall be underground.

13. Signs.
 - a. Sign design standards applicable to all I zones:
 - 1) The colors, materials and lighting of every sign shall be restrained and harmonious with the building and site to which it principally relates.
 - 2) The number of graphic elements on a sign shall be held to the minimum needed to convey the sign's major message and shall be composed in proportion to the area of the sign face.
 - 3) The light source of externally illuminated signs shall not be visible.
 - 4) No sign shall be placed in or over any public right-of-way.
 - 5) Street numbers of all buildings shall be prominently located and not less than 8 inches in height on a contrasting background to be easily read from the street by public safety personnel (i.e., police, fire, ambulance).
 - b. Sign design standards applicable only to the LI zone:
 - 1) Use of individual letters for all signing is preferred and encouraged over "cabinet" signs. Where cabinet signs are utilized, such cabinet must be integrated into the design of the building or structure.
14. Refuse/Recycling Storage. Commercial, industrial and institutional uses shall have on the same lot or parcel a refuse/recycling storage area at a ratio of 20 square feet of refuse/recycling storage area for each 1,000 square feet or portion thereof of net floor area of the facility but not less than 6 feet in width nor less than 18 in length (exterior dimension). Such storage areas shall include separate containers for waste and for materials to be recycled. Each container shall be clearly marked or color coded for its intended use. Such storage areas shall be enclosed on 3 sides by a minimum 5-foot-high reinforced masonry or concrete wall with a sight-obscuring gate of noncombustible materials which is the same height as the enclosing walls. The floor of the enclosure shall be of concrete construction and the walls shall be protected by a concrete curb not less than 2 inches high by 6 inches wide or conventional concrete wheel stops to preclude damage by dumpsters. Such storage areas shall not be placed in a location which is openly exposed to a fronting street or a neighboring residential area.
15. Special Standards for Automobile Dismantling, Scrap Metal Processing Yards and Junk and Salvage Yards. No automobile dismantling yard or junk and salvage yard (as defined in Section 17.04.240) shall be permitted or maintained in the HI zone unless it complies with the following requirements:
 - a. All operations and storage, including all equipment used in conducting such business, other than parking, shall be conducted within an enclosed building, or within an area fully enclosed by a solid wall. No wrecked or dismantled vehicles, salvage or junk shall be placed or allowed to remain outside of the enclosed yard area.
 - b. No wrecked or dismantled vehicles, salvage or junk shall be stored at a height greater than the surrounding wall.

- c. Where walls are required they shall be developed in accordance with the following standards:
- 1) All walls shall be of a uniform height in relation to the ground upon which they stand, and shall be a minimum of 8 feet and shall not exceed 15 feet in height. No walls shall be placed in a required front or street side yard established by Section 17.16.130.B.2.

The required setback shall be landscaped in accordance with Sections 17.16.130.B.2.e., 17.16.130.B.4. and 17.16.220. All landscaped areas shall be continuously and properly maintained in good condition as defined in this title.
 - 2) Walls shall be constructed of masonry to the structural standards specified by the Director.
 - 3) Gates: shall be of solid construction. (Chain link with slats does not fulfill this requirement.)
 - 4) Other interior fences or walls not open to view may be constructed of alternative materials as approved by the Director.
 - 5) All fences and walls shall be constructed in a workmanlike manner and shall consist solely of new materials unless the Director approves the substitution of used materials where, in his opinion, such used materials will provide the equivalent in service, appearance, and useful life.
 - 6) All walls shall be a uniform neutral color excluding black, which blends with the surrounding terrain and improvements and shall be maintained in a neat, orderly condition at all times. Such wall may contain signs as approved by the Director in lieu of freestanding signs with an area not to exceed the sign area permitted for freestanding signs.
 - 7) Any structures which are used as part of the yard boundaries and/or are exposed to view from the street frontage shall be painted to conform with the color of the fencing. The Director may approve other appropriate architectural treatment.
- d. Paving.
- 1) The entire yard shall be paved with an asphalt surfacing as specified in subsection A.2.b. of this section or the Director may approve other paving materials which provide, in his opinion, the equivalent in service and useful life. The requirement may be waived where the Director finds that no dust or other problem would be aggravated by the absence of surfacing.
 - 2) If hazardous materials are used or wastes are stored anywhere in an outdoor storage area, the entire storage area and area where the materials are used shall be paved in accordance with subsection A.2.a. of this section without expansion joints and with a curb sufficient for containment in accordance with city standards.

- e. The special standards for automobile dismantling yards and junk and salvage yards set forth in this title shall not relieve the proprietors of such yards from complying with all regulations, laws and ordinances of the city of Lancaster, county of Los Angeles, state of California or the United States.
16. Hazardous Materials. Applicants must obtain the approval of the Los Angeles County Fire Department prior to obtaining any city permits for any use which includes the manufacture or use, of hazardous materials or the storage of hazardous materials or wastes.
17. Radioactive Materials. The use of radioactive materials shall be limited to measuring, gauging or calibration equipment.
18. Noise. Uses which generate noise by the nature of their function and/or processes shall be required to demonstrate that the noise levels emitted from the use shall not exceed 65 dBA at any property line which abuts a commercial or residential zone or use. A detailed noise attenuation study by a qualified acoustical engineer may be required by the Director or his designated representative to determine appropriate mitigation and methods to incorporate same into project design. Site design methods which may be utilized to reduce noise include:
 - a. The use of building setbacks and dedication of noise easements to increase the distance between the noise source and receiver;
 - b. The location of uses and orientation of buildings which are compatible with higher noise levels adjacent to noise generators or in clusters to shield more noise-sensitive areas and uses;
 - c. The placement of noise-tolerant land uses, such as parking areas, between the noise source and receiver;
 - d. The placement of noise-tolerant structures, such as garages or carports, to shield noise-sensitive areas;
 - e. Clustering of office or commercial structures to reduce interior open space noise levels.
19. Projections Permitted into Yards. The following projections are permitted in the LI zone only.
 - a. Eaves, cantilevered roofs, awnings and similar architectural features may project a maximum distance of 2½ feet into any required front or side yard or 5 feet into a rear yard, provided that such features shall maintain a minimum distance of 3 feet from any property line and is not less than 8 feet in height above grade. Such appendages shall be supported only at or behind the building setback line.
 - b. Landing places including access stairs, which exceed an average height of 2½ feet and do not extend above the level of the first floor may project a maximum distance of 2 feet into required interior side yards, and a maximum distance of 5 feet into required front and side yards, provided such features shall maintain a minimum distance of 3 feet from any property line, and that an open-work railing installed shall not exceed 3½ feet in height.

- c. Rain conductors, spouts, utility service risers, shutoff valves, water tables, sills, capitals, bases, cornices and belt courses may project a maximum distance of one foot into any required yard.
 - d. Water heaters, water softeners, and gas or electric meters, including service conduits and pipes, enclosed or in the open, may project a maximum distance of 2½ feet into a required interior or rear yard provided that such structures or equipment shall maintain a minimum distance of 3 feet to any property line.
20. Electric Vehicle Charging Stations (EVCS). New commercial and industrial development shall provide for electric vehicle charging stations in the manner prescribed as follows:
- a. New residential uses shall provide EVCSs in accordance with Section 17.08.150T.
 - b. New commercial, industrial and other uses with the building or land area, capacity, or numbers of employees listed herein shall provide the electrical service capacity necessary and all conduits and related equipment necessary to ultimately serve 2% of the total parking spaces with EVCSs in a manner approved by the building and safety official. Of these parking spaces, ½ shall initially be provided with the electric vehicle supply equipment necessary to function as on-line EVCSs upon completion of the project. The remainder shall be installed at such time as they are needed for use by customers, employees or other users. EVCSs shall be provided in disabled person parking spaces in accordance with state requirements.
 - 1) Construction of a hospital of 500 or more beds, or expansion of a hospital of that size by 20% or more.
 - 2) Construction of a post-secondary school (college), public or private, for 3,000 or more students, or expansion of an existing facility having a capacity of 3,000 or more students by an addition of at least 20%.
 - 3) Hotels or motels with 500 or more rooms.
 - 4) Industrial, manufacturing, or processing plants or industrial parks that employ more than 1,000 persons, occupy more than 40 acres of land, or contain more than 650,000 square feet of gross floor area.
 - 5) Office buildings or office parks that employ more than 1,000 persons or contain more than 250,000 square feet of gross floor area.
 - 6) Shopping centers or trade centers that employ 1,000 or more persons or contain 500,000 square feet of gross floor area.
 - 7) Sports, entertainment, or recreation facilities that accommodate at least 4,000 persons per performance or that contain 1,500 or more fixed seats.
 - 8) Transit projects (including but not limited to transit stations and park and ride lots).
- B. When abutting or adjacent to residentially zoned property, the following requirements shall also be applied:

1. Artificial lighting used to illuminate the premises shall be directed away from adjacent residentially zoned properties.
 2. Where multi-story buildings are to be utilized on lots abutting residentially zoned properties, such buildings shall be located or oriented in a manner which will minimize visual intrusion into neighboring residentially zoned property. (This may be accomplished by setting the building back from the abutting property line beyond the distance required for the yard, selective placement or screening of windows, orienting the building in a manner which will not give occupants a direct view into the yards or windows of neighboring residents.)
 3. No signs shall be placed in a manner which visually intrudes into adjoining residentially zoned property.
 4. Trees shall be utilized as a means of improving the interface between commercial and residential uses where appropriate.
 5. When abutting residentially zoned property, a masonry wall of not less than 6 feet in height shall be provided at the property line in accordance with the provisions for walls specified in Section 17.28.030.C to minimize conflicts between commercial and residential uses. This requirement shall be modified, where necessary to preclude interference with line-of-sight of a driver within 10 feet of any street, highway or alley, down to a maximum height of 42 inches. The design of the wall shall be considered as part of the site plan review. The site and any buildings thereon shall be designed to locate noise- and odor-generating equipment and activity in a manner which will have a minimal impact on abutting residentially zoned property. Such techniques may include, but are not limited to, no windows on the building wall(s) facing residentially zoned property, insulating structures housing equipment against noise, limitation of the hours of equipment operation, and other controls designed for specific problems. It shall be the burden of the applicant to prove that his project will not have a detrimental effect on neighboring residential property at the time of site plan review.
- C. All uses shall comply with the air quality standards of the Air Quality Management District (AQMD) or the city of Lancaster, whichever is more restrictive.

(Ord. 790 § 1 (Exh. A), 2001; Ord. 713 § 5 (part), 1995; Ord. 711 §§ 17 (part), 18 (part), 19(C) (part), 29 (part), 34 (part), 35 (part), 1995; prior zoning ord. § 241.080)

(Ord. No. 907, § 6, 10-28-08)

17.28.030 - Yards.

- A. To Exclude Drainage Easements. Where a lot or parcel of land includes a portion of a required drainage channel easement, any required yard which would normally fall within such easement shall be located outside of and abutting the easement within the lot or parcel.
- B. Projections Permitted in Yards. The following projections are permitted in required yards subject to the provisions of this title and of Ordinance No. 2225 (Building code). Projections specified are permitted only where also authorized by said Building Code.
 - 1. Eaves and cantilevered roofs may project a maximum distance of 2½ feet into any required yard provided:
 - a. That such eaves or cantilevered roofs are not closer than 2 1/2 feet to any lot or highway line; and
 - b. That no portion of such eaves or cantilevered roofs is less than 8 feet above grade; and
 - c. That there are no vertical supports or members within the required yard.
 - 2. Fireplace structures, not wider than 8 feet measured in the general direction of the wall of which it is a part, buttresses and wing walls may project a maximum distance of 2½ feet into any required yard provided:
 - a. That all walls of such structures are of one-hour fire resistant construction; and
 - b. That such structures are not closer than 2½ feet to any lot or highway line; and
 - c. That such structures shall not be utilized to provide closets or otherwise usable floor area.
 - 3. Uncovered porches, platforms, landings and decks, including access stairs thereto, exceeding an average height of one foot which do not extend above the level of the first floor may project a maximum distance of 3 feet into required interior side yards, and a maximum distance of 5 feet into required front, rear and corner side yards provided:
 - a. That such porches, platforms, landings and decks shall not be closer than 2 feet to any lot or highway line; and
 - b. That such porches, platforms, landings and decks are open and unenclosed, provided, however, that an open-work railing not to exceed 3½ feet in height may be installed.
 - 4. Rain conductors, spouts, utility service risers, shutoff valves, water tables, sills, capitals, bases, cornices and belt courses may project a maximum distance of one foot into any required yard.
 - 5. Awnings or canopies may project a maximum distance of 2½ feet into required interior side yard and 5 feet into required front, rear and corner side yard provided:
 - a. That such awnings or canopies are not closer than 2½ feet to any lot or highway line; and
 - b. That such awnings or canopies have no vertical support within such yard; and

- c. That such awnings or canopies extend only over the windows or doors to be protected and for not more than one foot on either side thereof.
 6. Water heaters, water softeners and gas or electric meters, including service conduits and pipes, enclosed or in the open, may project a maximum distance of 2½ feet into a required interior side or rear yard provided that such structures or equipment are not closer than 2½ feet to any lot line. Gas meters, if enclosed or adequately screened from view by a structure permitted in the yard, may project a maximum distance of 2½ feet into a required front or corner side yard provided that such equipment is not closer than 2½ feet to any lot or highway line.
 7. Stairways and balconies above the level of the first floor may project a maximum distance of 2 feet into a required interior or corner side yard or 4 feet into a required front or rear yard provided:
 - a. That such stairways and balconies shall not be closer than 3 feet to any lot or highway line; and
 - b. That such stairways and balconies are open and unenclosed; and
 - c. That such stairways and balconies are not covered by a roof or canopy except as otherwise provided by subsection B.5. of this section.
 8. Wall and window mounted air conditioners, coolers and fans may be used in any required yard provided that such equipment is not closer than 2½ feet to any lot line.
- C. Fences and Walls Permitted. Fences and walls may be erected and maintained in required yards subject to the requirements specified herein:
 1. Front Yards. Fences and walls within a required front yard shall not exceed a height of 4 feet.
 2. Corner Side Yards. Fences and walls within a required corner side yard shall not exceed 4 feet in height where closer than 5 feet to the highway line nor exceed 6 feet in height where 5 feet or more from said highway line.
 3. Interior Side and Rear Yards. Fences and walls within a required interior side or rear yard shall not exceed 6 feet in height, provided, however, that on the street or highway side of a corner lot such fence or wall shall be subject to the same requirements as for a corner side yard.
 4. Retaining Walls. Retaining walls not to exceed 6 feet in height are permitted in all yards.
 5. Retaining Walls Topped with Walls or Fences.
 - a. Where a retaining wall protects a cut below the natural grade and is located on a front, side or rear lot line, such retaining wall may be topped by a fence or wall of the same height that would otherwise be permitted at the location if no retaining wall existed. Where such retaining wall contains a fill, the height of the retaining wall built to retain the fill shall be considered as contributing to the permissible height of a fence or wall providing, however, that in any event an open-work non-view-obscuring fence of 3½ feet may be erected at the top of the retaining wall for safety protection.

17.36.020 - Public hearings procedure.

- A. Notice of. No less than 10 days prior to the date of any hearing other than a hearing on an application to grant a cemetery permit, the Director shall:
1. Cause a copy of a notice of the time and place of such hearing to be published as follows:
 - a. Hearings on general amendments to the ordinance shall be published once in a newspaper of general circulation in the county of Los Angeles;
 - b. Hearings on permits, variances, nonconforming uses or structure review, or zone changes shall be published once in a newspaper of general circulation in the county of Los Angeles available in the community in which the permit or variance is proposed to be established except that, conditional use permits for a rock quarry, sand, gravel, or any excavation for the purpose of obtaining clay, decomposed granite or similar material shall be published in 2 newspapers of general circulation at least one of which is a newspaper available in the community in which such use is proposed to be established. Such publications if made in a daily newspaper, shall be for a period of not less than 5 consecutive publications of such newspaper, and if made in a weekly newspaper, shall be for a period of not less than 2 consecutive publications of such paper the first publication in either case appearing not less than 20 days before the date of the hearing;
 2. Cause a notice to be mailed by first class mail, postage prepaid, to:
 - a. The applicant and all persons listed in the application or petition as owners of the property under consideration, and
 - b. All persons whose names and addresses appear on the verified lists of property owners required to be submitted by the applicant, and
 - c. Such other persons whose property might in his judgment be affected by such application or permit;
 3. Cause a notice of the time and place of such hearing to be sent to such public officers, departments, bureaus or agencies who, in the opinion of the Director, might be interested, requesting a report thereon;
 4. If for a revocation, also serve upon every person, if any, in real or apparent charge and control of the premises involved, the record owner, the holder of any mortgage, trust deed or other lien or encumbrance of record, the holder of any lease of record, the record holder of any other estate or interest in or to the premises or any part thereof, written notice of the time and place of such hearing either in the manner required by law for the service of summons, or by registered mail, postage prepaid;
 5. If the Director finds that the publication and mailing required by subsections A.1. and 2. of this section will not give sufficient notice to those persons who may be affected, he also shall post at such locations as he deems best suited to inform such persons, notices of the time and place of such hearing.

6. For centers with two or more tenant spaces, each tenant within the center shall be notified of the public hearing notice.
- B. Continuance of. If for any reason, the testimony on any case set for public hearing cannot be completed on the appointed day, the chairman of such hearing may before adjournment or recess, publicly announce the time and place at which said hearing will be continued and no further notice thereof shall be required.
- C. Notice of Action. The commission shall serve notice of its action upon:
 1. The applicant for a permit, variance, nonconforming use or structure review, or zone change, or the person owning and/or operating a use for which the revocation of a permit, variance, or nonconforming use or structure is under consideration as required by law for the service of summons or by registered or certified mail, postage prepaid, return receipt requested; and
 2. The following persons by first class mail, postage prepaid:
 - a. The first 3 protestants testifying or speaking at the public hearing, except at a hearing for the revocation or modification of any permit, variance, or nonconforming use or structure,
 - b. The first 3 persons testifying or speaking at a public hearing in favor of the revocation or modification of any permit, variance, or nonconforming use or structure,
 - c. Any other persons testifying or speaking at a public hearing that request such notification from the chairman at the hearing.

(Prior zoning ord. §§ 631—633)

Article VII. - Nonconforming Uses and Structures

17.32.830 – Purpose

This article is intended to allow for the continuation, maintenance, and limited expansion of uses, lots, and structures established in compliance with development codes in effect at the time of establishment of the use of structure, but not in compliance with current development codes.

(Prior zoning ord. § 509.1)

17.32.840 - Establishment of lawful nonconforming uses, structures and lots

Any lawfully established use, structure, or lot that is in existence on the effective date of the ordinance codified in this title or any subsequent amendment but does not comply with all of the standards and requirements of this title shall be considered nonconforming. Nonconforming uses and structures may only be continued subject to the requirements of this Article.

- A. Nonconformities, Generally. A nonconformity may result from any inconsistency with the requirements of this title including, but not limited to location, density, floor area, height, yard, usable open space, buffering, performance standards, or the lack of an approved permit of other required authorization.
- B. Nonconforming Lots. Any lot that is smaller than the minimum lot size required by this title or does not meet any of the applicable dimensional requirements shall be considered a lawful nonconforming lot if it is described in the official record on file in the office of the Los Angeles County Recorder as a lot of record under one ownership. A nonconforming lot may be used as a building site subject to compliance with all applicable requirements, unless a variance or other modification or exception is approved as provided in this title.

17.32.850 - Continuation and maintenance of nonconforming uses and structures

- A. A use legally occupying a structure or site, as of the effective date of this code, that does not conform with the use regulations or the standards in the zone in which the use is located shall be deemed to be a legal nonconforming use and may be continued in perpetuity.
- B. A structure legally occupying a site as of the effective date of this code that does not conform with the property development standards for required yards, height, coverage, distances between structures, or other standards for the zone in which the structure is located shall be deemed to be a legally nonconforming structure and may be used and maintained in perpetuity.
- C. It shall not be the intent of this section to render previously legally created building lots or legally constructed buildings which do not comply with the new property development regulations or other requirements of this title to be nonconforming where

these lots or buildings complied with the ordinances in effect at the time of construction. However, proof of compliance with ordinances in effect at the time of creation or construction shall be the sole burden of the applicant or property owner. Such proof may include building permits, minutes of council or commission action, case files, or other documentation.

- D. Routine maintenance and repairs may be performed on a structure or site, the use of which is legal nonconforming.
- E. When interpreting setbacks for a residential use in a residential zone that are legal nonconforming, new construction shall be permitted to maintain/continue the existing setback, provided the structure does not further encroach into the existing setback area by either further reducing the existing setback.
- F. Any nonconforming publicly owned use, including but not limited to, schools, colleges, parks, libraries, fire stations, sheriff stations and other public sites, may be added to, extended or altered if such additions, extensions or alterations do not extend beyond the boundaries of the original site established prior to the time approval was required. Nothing in this title pertaining to nonconforming structures shall be construed to require the termination, discontinuance or removal of such uses except as provided in Section 17.32.900.
- G. Any nonconforming public utility building, structure, equipment or facility necessary for operating purposes, but excluding offices, service centers or yards, may be added to, extended or altered, provided there is no change in use or enlargement of the original site established prior to the time such approval was required. Nothing in this ordinance pertaining to nonconforming structures shall be construed to require the termination, discontinuance or removal of such uses except as provided in Section 17.32.900.

17.32.860 - Restoration of damaged structure

- A. Whenever a structure which does not comply with the property development standards prescribed in the zone in which the structure is located is destroyed by fire or other calamity to the extent of fifty percent (50%) or more, the structure may be restored and the legal nonconforming use may be resumed; provided, that restoration is started within two (2) years from the date of the calamity and diligently pursued to completion. The new structure may be restored to its original height or the maximum height permitted in the zone in which it is located, whichever is greater, and must be in full conformity with the parking, setback, and landscaping standards for that zone in effect at the time of reestablishment.
- B. The extent of damage shall be based upon the ratio of the estimated cost of restoring the structure to its condition prior to such damage to the estimated cost of duplicating the entire structure as it existed prior thereto. Estimates for this purpose shall be made by or shall be reviewed and approved by the Building Official and shall be based on the minimum cost of construction in compliance with the Building Code. In the case of a use with multiple structures, the damage ratio shall be determined by comparing the cost of restoring the damaged structure(s) to its (their) condition(s) prior to such damage to the estimated cost of duplicating all structures associated with such use.

- C. Whenever a structure is damaged less than fifty percent (50%), the structure shall be replaced to its legal nonconforming status or replaced with a structure in conformance with the code.

17.32.870 - Zoning Compliance Review

- A. Uses and structures established in compliance with zoning codes in effect at the time of establishment of the use or structure but not in compliance with current zoning codes may obtain a certificate of zoning compliance through a Director's Review. A certificate of zoning compliance shall require a final occupancy review. The applicant must show, to the satisfaction of the Director, that the structure or use in question is in compliance with the original permit and/or codes in effect at the time the structure was constructed or the use was initiated

Article XIII – Wireless Telecommunication Facilities

17.40.640 – Purpose and intent.

- A. The purpose and intent of this article shall be to establish standards for the placement and use of wireless telecommunication facilities in all zones in which they are allowed within the City of Lancaster. These requirements provide incentives for well-designed and well placed telecommunication facilities by simplifying and shortening the review process, where warranted, while at the same time protecting the public interest. It is the City’s intent, in establishing these standards, to allow for the development of wireless communication facilities where needed in accordance with the Telecommunications Act of 1996, while maintaining development standards and permitting requirements consistent with state law.

17.40.650 – Applicability.

These standards are applicable to all wireless telecommunication facilities in all zones and in the public right-of-way where they are allowed. These standards do not apply to noncommercial radio or television antennas, which shall be subject to the specific requirements for the zone in which they are located.

17.40.660 – Permit Requirements

- A. Mini, Minor, Stealth and Major wireless communication facilities shall require a Directors Review unless they exceed the allowed height for the zone in which they are located. In the event height is exceeded, a Conditional Use Permit shall be required. All wireless communication facilities shall comply with the development standards and submittal requirements identified within this Article.
- B. Major wireless communication facilities in the residential zones shall require a Conditional Use Permit.
- C. Wireless communication facilities on City property or within the public right-of-way shall comply with the required permitting process as indicated in Lancaster Municipal Code Sections 17.40.665-17.40.666

17.40.661 - Collocations

- A. Notwithstanding any other provision of this Chapter, the collocation of a new wireless communication facility on an existing major wireless communication facility that (i) was approved after January 1, 2007, by discretionary permit; (ii) was approved subject to an environmental impact report, negative declaration, or mitigated negative declaration; and (iii) otherwise complies with the requirements of Government Code §65850.6(b) for wireless communication collocation facilities shall not be required to obtain another discretionary permit approval, but shall be required to obtain all other applicable non-discretionary permit(s), as specified by this Title and the City-adopted Building Code, provided such collocation does not increase the height or change the location of the existing wireless facility or otherwise change the bulk, size, or other physical attributes of the existing permitted wireless communication facility.

- B. The proposed collocation of a new wireless communication facility on an existing minor or major wireless communication facility that meets all of the requirements stated in the above paragraph may include new appurtenant equipment boxes or shelter units that are colored and/or disguised to match the existing equipment boxes or shelter units and that do not exceed the total volume of equipment boxes utilized by the existing wireless communication collocation facility per Section 6409 (a).
- C. The proposed collocation of a new wireless communication facility on an existing major wireless communication facility that meets all of the requirements stated in the above paragraphs may not include the following:
 - 1. More additional surface area of antennas than is being utilized by the existing wireless communication collocation facility, provided all antennas are colored and/or disguised to match the existing facility.
 - 2. Any additional tower or additional support structure than is shown in plans and specifications to be reasonably necessary to collocate the permitted antenna panels on the existing wireless communication facility. Unless otherwise approved in writing by the Director, and except as provided in this subsection, installation of all collocation accessory equipment and enclosures shall comply with the requirements of this Chapter.
- D. Except as otherwise provided above, a Director's Review may be required when the proposed collocation facility:
 - 1. Increases the height of the existing permitted tower/structure or otherwise changes the bulk, size, location, or any other physical attributes of the existing permitted wireless communication facility; or
 - 2. Adds any microwave dish or other antenna not expressly permitted to be included in a collocation facility by this Section; or
 - 3. Collocates on an existing legally permitted wireless communication facility; or
 - 4. Will serve or be operated by more than one wireless services provider, unless an additional provider has properly obtained a written authorization from the Director after consideration of the factors applicable to administrative approval of collocation facilities set forth above in this Section, the size of the additional, proposed facility, and the potential visual or other impact of the proposed facility.

17.40.662 – Development Criteria

- A. Screening and Site Selection Guidelines. The following screening and site selection guidelines apply to all wireless communication facilities:
 - 1. Stealth facilities and concealed antennas are preferred.

2. Wireless communications facilities shall be located where the existing topography, vegetation, buildings, or other structures provide the greatest amount of screening. Where insufficient screening exists, applicants shall provide screening satisfactory to the Development Services Director, or as otherwise required herein.
 3. Ground-mounted wireless communications facilities shall be located only in close proximity to existing above-ground utilities, such as electrical towers or utility poles (which are not scheduled for removal or undergrounding for at least 18 months after the date of application), light poles, trees of comparable heights, and in areas where they will not detract from the appearance of the City.
- B. Wireless communication facilities shall be located in the following order of preference:
1. Collocated with existing wireless communications facilities.
 2. On existing structures such as buildings, communication towers, or utility facilities.
 3. On an existing signal, power, light, or similar kinds of poles.
 4. In industrial zones.
 5. In commercial zones.
 6. In residential zones, subject to additional restrictions set forth herein.
- C. When located on any existing non-residential building or structure or on any existing utility pole provided such location complies with all of the following:
1. The collocation is in full compliance with the California Public Utilities Commission Joint Pole Association General Order 95, Rule 94, and any other applicable state or federal regulations; and
 2. Existing Major Wireless Communications Facility to be utilized for collocation shall previously be granted with a Conditional Use Permit or a Director's Review approval, including modification of an existing Conditional Use Permit or Director's Review; and
 3. All accessory equipment and enclosures shall be located underground or screened from public view as approved in writing by the Director; and
 4. Unless shown in the submitted application documentation to not be technically and/or commercially feasible, all antennas and/or antenna panels shall be flush mounted and limited in number to that amount necessary to achieve the required coverage described in said documentation.
 5. The proposed facility will replace or modify an existing facility for purposes of collocation.

6. The proposed facility will be designed and constructed in a manner to allow for future collocation of an additional wireless communication carrier provided the applicant submits written documentation that shows:

A more preferable location, as determined by reference to Section 17.40.662 (2) cannot be reasonably accommodated by the applicant due to technical requirements of the proposed facility including, but not limited to, coverage requirements imposed by the Federal Communications Commission (FCC) or otherwise by law, or due to other factors beyond the applicant's reasonable control. For the purposes of this Chapter, all distances shall be measured in a straight line without regard to intervening structures, from the nearest point of the proposed Major Wireless Communications Facility to the nearest property line of any residential land use, or to the nearest point of another Major Wireless Communications Facility.

D. General Development Requirements.

1. As part of the application process, each wireless communications facility applicant may, at the discretion of the Director, be required to provide written documentation demonstrating good faith efforts in locating facilities in accordance with the Site Selection Guidelines (order of preference). Such documentation shall include at minimum a coverage map (before and as proposed) and analysis of alternative sites.
2. Wireless communications facilities shall not bear any signs or advertising devices other than certification, warning, or other required seals or legally required signage. Advertising of any kind on the facility is prohibited.
3. All accessory equipment associated with the operation of the wireless communications facility shall be located within a building, enclosure, or underground vault that complies with the development standards of the zone in which the accessory equipment is located, subject to City approval. If the equipment is permitted to be located above ground, it shall be visually compatible with the surrounding buildings and include sufficient landscaping to screen the structure from view.
4. Wireless communications facilities shall be subdued colors and non-reflective materials, which blend with surrounding materials and colors.
5. All screening for building-mounted facilities shall be compatible with the existing architecture, color, texture, and/or materials of the building.
6. Monopoles and antennas shall be no greater in diameter or other cross-sectional dimensions than is necessary for the proper functioning of the wireless communications facility. The applicant shall provide documentation satisfactory to the Director establishing compliance with this subsection.
7. Proof of Federal Communications Commission and Federal Aviation Administration approvals shall be provided prior to building permit issuance.

8. Where possible, wireless telecommunication facilities shall be integrated into the design of the existing buildings on-site.
9. Wireless telecommunication facilities, including equipment buildings and cabinetry shall be treated to match existing buildings on-site.
10. Wireless telecommunication facilities shall be painted with a non-reflective finish in a color to be determined by the approving authority which best matches the background environment color. Primarily, colors shall be light blue where the predominant background for the structure is above the horizon and beige where the background is the mountains or desert.
11. Lighting, other than required safety lights, is prohibited.
12. Construction and operation of a wireless telecommunication facility shall meet the noise standards identified in the City of Lancaster's General Plan (Table 3-1) and adhere to the City's Noise Ordinance (Chapter 8.24 of the Lancaster Municipal Code). A detailed noise study by a qualified acoustical engineer may be required to document that the noise levels meet the required levels and to determine any necessary attenuation measures.
13. Anti-climbing devices are required.
14. Any required parking or landscaping displaced by the construction of a wireless telecommunication facility shall be replaced on-site or additional review for off-site parking shall be required. Landscape plans shall be submitted according to the most recent landscape ordinance, as necessary.
15. Wireless telecommunication facilities shall not be placed where they will cause interference with the operation of other wireless telecommunication facilities, wind energy conversion systems or solar power systems.

The Development Services Director, or their designee, or the Planning Commission, as appropriate, can require additional design criteria or other information as deemed necessary to integrate the proposed wireless telecommunication facilities with the surrounding area.

17.40.665 – Submittal Requirements for Wireless Telecommunication Facilities within the Public Right-of-Way

- A. All wireless telecommunication facilities which are installed, erected, co-located, or modified within the City right-of-way following the effective date of the ordinance codified in this chapter shall conform to the following requirements.
- B. All equipment shall be associated with a specific provider and the GPS coordinates of any nodes to be connected to must be provided. No applications will be accepted for equipment if the provider is not identified in advance and the GPS coordinates of the connecting nodes are not provided.
- C. Wireless facilities applications proposed for location in the public right-of-way that conform to the requirements in Section 17.40.675 shall be submitted to the Development Services Department for processing. Any request for a deviation

from the requirements shall require the Director of Development Services' review and approval.

- D. Any applicant that seeks approval for five or more wireless telecommunications facilities in the public right-of-way within a 24-month period, either individually or cumulatively, shall submit a Director's Review application. Approved facilities shall require subsequent individual permitting from Building and Safety.
- E. Installation of wireless telecommunications facilities within the City right-of-way will be permitted subject to issuance of a Master Telecommunications Agreement, encroachment permit, and payment of applicable permit fees. The City Engineer or his designee will review and approve encroachment permit applications from carriers which hold a Certificate of Public Convenience and Necessity (CPCN) from the California Public Utilities Commission (CPUC) subject to the criteria contained in this section. A Removal or Relocation Security, and a certificate of general liability insurance and commercial automobile liability insurance in a form and amount acceptable to the City must be submitted prior to issuance of the permit, and maintained for as long as the facilities exist within the City right-of-way.
- F. In addition to the requirements found in this chapter, every wireless telecommunication facility request within the public right-of-way must be accompanied by the following prior to review:
 - 1. Elevations showing the height of the proposed facility, location and placement of any related equipment, and the height of other structures within a 60-foot radius from the proposed location;
 - 2. A completed Master Telecommunications Agreement;
 - 3. Photos of the site with a rendering of the proposed facility taken from a minimum of three directions;
 - 4. A written description and map identifying the location of the proposed facility in relation to all existing and planned facilities within a two (2) mile radius maintained within the City by each of the applicant, operator, and owner, with an explanation of the facility's purpose to address service coverage or capacity, and graphic and/or written evidence which demonstrates the inability of existing facilities to meet the need met by the new facility.

17.40.666 – Development and Design Standards for Wireless Telecommunication Facilities in the Public Right-of-Way

All wireless telecommunications facilities that are located within the public right-of-way shall be designed and maintained as to minimize visual, noise, and other impacts on the surrounding community and shall be planned, designated, located, and erected in accordance with the following:

- A. Wireless telecommunication facilities in the public right-of-way shall not alter vehicular circulation or parking in the public right-of-way, nor impede vehicular or pedestrian access or visibility along any public right-of-way. No facility shall

interfere with the use of City property or the public right-of-way, no any City or public utility facility located in the public right-of-way, no any reasonable expectation of future City, general public, or public utility use of the public right-of-way. Any such facility shall be moved, permanently or temporarily, at the permittee's expense, as determined by the Director of Development Services.

- B. In no case shall a new facility be erected adjacent to vacant land unless there is an approved project or site plan associated with the parcel and the applicant assumes responsibility for moving the facility, permanently or temporarily, at the permittee's expense, should the facility become incompatible due to revision or cancellation of the project or plan, as determined by the Director of Development Services. If the facility is required to be to be moved, the permittee has 180 days (6 months) to move the facility from the date of notification.
- C. Location. Wireless telecommunication facilities in the public right-of-way shall be developed in the following manner in order of preference:
 - 1. Co-located on an existing City-owned light pole in any zone except residential, provided the facility conforms to the design guidelines and is located on a primary or secondary arterial street. The permittee shall enter into a facilities lease agreement with the City for the use of the pole.
 - 2. A new light pole in any zone except residential, provided the facility conforms to the design guidelines, is located on a primary or secondary arterial street, and is proposed in a location with an approved site plan or map that is in the permitting process at the time of application.
 - 3. A co-located facility, replacement light pole, or new light pole proposed in a residential zone shall require a Director's Review.
- D. Design
 - 1. Wireless communication facilities shall not bear any signs or advertising devices other than certification, warning, or other required seals or required signage.
 - 2. All antennas shall meet the minimum siting distances to habitable structures required for compliance with Federal Communications Commission (FCC) regulations and standards governing the environmental effects of radio frequency emissions.
 - 3. No more than one (1) antenna assembly may be attached to a light pole.
 - 4. All cabling and wiring shall be run through the interior of the pole. No exposed slack or extra cable is allowed.
 - 5. An antenna assembly must be mounted to the top of the pole, or flush to the pole near the top.
 - 6. A flush-mounted antenna assembly may not exceed a total volume of 3 cubic feet. A cylindrical antenna assembly shall not exceed 5 feet above the existing height of a light pole or 50% larger than the top diameter of

the pole, whichever is less, unless additional separation is required for conformance with CPUC General Order 95 clearance requirements.

7. No portion of the antenna or transmission equipment mounted on a pole may be less than 16 feet above any road surface to minimize potential safety conflicts with users of said roadway.
8. All parts of the antenna assembly shall be completely shrouded with no exposed components or mounting apparatus.
9. The facility shall comply with all applicable sections of the City of Lancaster's adopted Building Code.
10. Replacement Poles. If an applicant proposes to replace a pole in order to accommodate a proposed facility, the pole shall be designed to resemble the appearance and dimensions of existing poles near the proposed location, including size, height, color, materials, and style to the maximum extent feasible.
11. New Poles. The model of new pole shall be determined by the City and will be either a) the same model and manufacturer normally required for the location, or b) the equivalent to a Replacement Pole for the required model should that model not be able to accommodate the facility.

E. Support Equipment

To preserve community aesthetics, all facility equipment, excluding antennas, aboveground vents and the smallest possible electrical meter boxes, shall to the greatest extent possible be required to be located underground, flush to the finished grade, shall be fully enclosed, and not cross property lines. Equipment may include, but not be limited to, the following: meter pedestals, fiber optic nodes, radio remote units or heads, power filters, cables, cabinets, vaults, junction or power boxes, and gas generators. Wherever possible, electrical meter boxes related to wireless facilities shall be appropriately screened, not visible to the general public, and located in less prominent areas within the public right-of-way. Where it can be demonstrated that undergrounding of equipment is infeasible due to conflict with other utilities, the City Engineer may approve alternative above grade equipment mounting, including pole mounting, when adequately screened from public view. Any approved above grade equipment must be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, or to otherwise inconvenience public use of the right-of-way, or create safety hazards to pedestrians or motorists.

17.40.668 – Removal of Wireless Telecommunication Facilities within the Public Right-of-Way

- A. Any wireless telecommunication facility in the public right of way may at any time be required to be removed and/or relocated by the City at the owner's expense for any reason including, but not limited to, street reconstruction or widening.
- B. In the event that the wireless telecommunication facility is deemed to be unsafe or unstable due to damage as a result of an act of nature (e.g., severe wind storm, etc.), vandalism, or any other such incident, the facility shall be removed

immediately. If the owner of the telecommunications facility does not remove the facility immediately as requested, the City shall remove the structure and bill the owner. The owner shall have the right to rebuild the structure in the same location

17.40.670 – Submittal Requirements for Wireless Telecommunication Facilities on Private Property

- A. Prior to review, every wireless telecommunication facility request must be accompanied by the following:
 - 1. A site plan showing the locations of existing structures, parking facilities, driveways, landscaping, conduit, fiber, and other relevant infrastructure and information on-site as well as the location of adjacent buildings and structures within a distance equal to the height of the proposed facility or 60 feet, whichever is greater, measured from the base of the support structure;
 - 2. Detailed engineering plans for the proposed facility including GPS coordinates on a Datum, Reference and at an accuracy acceptable to the City; and depth and size of all conduit and fiber locations;
 - 3. Elevations showing the height of the proposed facility, cabinetry or equipment buildings supporting the facility, and the height of other structures on-site;
 - 4. Property owner's authorization for establishment of a wireless telecommunication facility. Include a copy of the lease agreement with a statement regarding liability for future removal of the structure;
 - 5. Proof of Federal Communications Commission licensing;
 - 6. A map or narrative of other facilities proposed or existing to support the proposed facility including identification of the carrier the connection is being made for and the GPS coordinates of the nodes being connected to.
- B. Prior to review, major wireless telecommunications facilities (including stealth and co-located facilities) must be accompanied by the following:
 - 1. Photos of the site taken from a minimum of four directions with an emphasis on the worst case scenario as seen from the most visually sensitive adjacent use or street right-of-way.
 - 2. A rendering of the proposed facility superimposed upon a photograph of the site.
 - 3. A siting statement describing the method used to determine the height and location of the facility. Describe how other alternative sites would not be feasible.
 - 4. A co-location statement, which is a written statement indicating that the applicant will accept collocation of other wireless telecommunication facilities at the proposed location in good faith and that an exclusive lease

agreement will not be signed between the owner of the property and the wireless telecommunication facilities provider.

5. Proof of Public Utilities Commission license for the applicant to provide service in this area.

17.40.675 – Work Standards

- A. All work shall be done in a good and skillful manner, subject to the inspection and reasonable satisfaction of the City. All work shall comply with standards imposed by City ordinance and be conducted with the least possible hindrance or interference to the public right-of-way and City property. The telecommunications facility shall occupy the smallest space necessary and be installed in such a manner as to not unreasonably hinder the future installation of co-located facilities.
- B. The operator/applicant shall be responsible for any damage to City street pavement, existing utilities, curbs, gutters, sidewalks or to any private property or improvements, including but not limited to subsidence, cracking, erosion, collapse, weakening, or loss of lateral support, to the extent caused by its installation, maintenance, repair or removal of its wireless telecommunication facility and shall repair, replace and restore in kind any such damaged facilities at its sole expense and to the reasonable satisfaction of the City.
- C. If the public right-of-way to be utilized has preexisting installation(s) placed in said right-of-way, the operator/applicant shall assume the responsibility to verify the location of the preexisting installation and notify City and any third party of the proposed installation. The reasonable cost of any work required of such third party or City to provide adequate space or required clearance to accommodate the installation shall be borne solely by the operator/applicant.
- D. The operator/applicant shall be responsible for ensuring that the work of employees, contractors, subcontractors, agents, representative and permitted assigns is performed consistent with applicable laws and shall be responsible for acts or omissions of such third parties including responsibility for promptly correcting acts or omissions.

17.40.680 – Performance Standards

No wireless communication facility shall interfere with any public safety radio communications system. Wireless communication facilities shall comply with all FCC rules and regulations regarding the avoidance, mitigation, and abatement of any such interference

17.40.681 – Abandonment.

- A. A wireless communications facility is considered abandoned and shall be promptly removed as provided herein if it ceases to provide wireless communication services for 180 or more days. Such removal shall be in accordance with proper health and safety requirements and all ordinances, rules, and regulations of the City.

- B. A written notice of the determination of abandonment shall be sent by first class mail, or personally delivered, to the operator of the wireless communications facility at said operator's business address on file with the City. The operator shall remove all facilities within 30 days of the date of such notice unless, within 10 business days of the date of said notice, the operator appeals such determination, in writing, to the Planning Commission. The Director shall schedule a hearing on the matter to be conducted before the Planning Commission at which time the operator may present any relevant evidence on the issue of abandonment. The Planning Commission may affirm, reverse, or modify with or without conditions the original determination of abandonment and shall make written findings in support of its decision. The decision of the Planning Commission shall be final.

- C. Any wireless communications facility determined to be abandoned and not removed within the 30-day period from the date of notice, or where an appeal has been timely filed, within such time as prescribed by the Planning Commission following its final determination of abandonment, shall be in violation of this Chapter, and the operator of such facility shall be subject to the penalties prescribed herein. Facilities determined to be abandoned and not removed within the time limits prescribed herein hereby are deemed to be a nuisance and, alternative to the procedure described above, may be abated as a nuisance in any manner provided by law.

17.40.682 – Deployment of Temporary Facilities

A temporary wireless communication facility may be deployed subject to approval by the Director and the following:

- A. A permanent wireless communication facility has been approved for the property in question.

- B. The temporary facility was approved as part of the Conditional Use Permit or other discretionary application.

- C. The facility is deployed for no more than six (6) months, provided that two extensions may be granted by the Director; however, the total period shall not exceed one (1) year.

17.40.683 - Notifications

All notifications with respect to this ordinance shall be provided via certified, return receipt mail and addressed to the applicant, property owner identified in the lease (private property) and/or the entity identified in the Master Telecommunications Agreement (public right-of-way).

17.40.684 – Relationship to State and Federal Law

Wireless telecommunication facilities are heavily regulated by both state and federal law. If and to the extent there is any conflict between any provision of this article and any applicable provision of federal law, the federal law shall control and the conflicting provision of this article shall have no force or effect. If and to the extent there is any conflict between any provision of this article and any applicable provision of state law, the state law shall control and the conflicting provision of this article shall have no force or effect.

17.40.685 – Severability

If any section, sentence, clause or phrase of this article is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this article. The city council declares that it would have passed the ordinance codified in this article and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, sentences, clauses or phrases may be declared invalid or unconstitutional.

**Table 5-1:
Land Uses and Permit Requirements**

Uses	Downtown Districts:						
	BD	CD	TD	CA	CV	GD	NO
Retail/Service:							
Retail Store	P*	P*	P*	P*	C	P*	D*
Grocery Store/Mini Mart/Neighborhood Market	C	C	C	C	C	C	C
Personal Services	P	P	P	P	P	P	D
Restaurants/Cafe/Bakery/Deli	P*	P*	P*	P*	P*	P*	D
Bar/Nightclub/Dance Club	C	C	C	C	C	C	--
Art Gallery	P	P	P	P	P	P	D
Bank/Credit Union	C	P	C	C	C	C	D
Automated Teller Machine	P	P	P	P	P	P	D
Entertainment (theater, live music, karaoke, comedy, etc.)	C	C	C	C	C	C	C
Active Entertainment (virtual reality, escape rooms, etc)	D*	D*	D*	D*	D*	D*	D*
Similar retail/service use to those permitted above	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D
Office:							
Professional Office	P	P	P	P	P	P	D
Medical/Dental Office	P	P	P	P	P	P	D
Similar office use to those permitted above	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D
Lodging:							
Hotel/Bed and Breakfast Rooms	P	P	P	P	P	P	--
Conference/Meeting Room Space	P	P	P	P	P	P	--
Similar lodging use to those permitted above	P	P	P	P	P	P	--
Public/Semi-Public:							
Government Office	P	P	P	P	P	P	D
Day Care Center	P	P	P	P	C	P	D
Church/Religious Institution	C	C	C	C	C	C	D
Post Office	P	P	C	P	P	C	D
School	C	C	C	C	C	C	D
Recreation/Museum/Cultural	P	P	P	P	P	P	P
Similar public/semi-public use to those permitted above	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D
Residential:							
Detached Single-Family Unit	--	--	--	--	--	--	D
Condominium/Apartment/Studio/Loft Units	P	P	P	P	P	P	P
Assisted living facility	C	C	C	C	C	C	--
Home occupation/Artist Studio/Home Office	P	P	P	P	P	P	P
Similar residential use to those permitted above	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D
Prohibited Uses:							
Outdoor storage on private property	--	--	--	--	--	--	--
Manufacturing/warehouse/light or heavy	--	--	--	--	--	--	--

Industrial							
Hospital	--	--	--	--	--	--	--
Gas/service stations	--	--	--	--	--	--	--
Adult only/Sexually-oriented businesses	--	--	--	--	--	--	--
Check Cashing for a Fee/Cash Advance/Bail bonds	--	--	--	--	--	--	--
Pawn Shop	--	--	--	--	--	--	--
Key: P Permitted Use C Conditional Use Permit Required D Director's Review Required -- Prohibited Use P/C/D Permitted if similar to permitted uses in the District or Director's Review required if similar to other uses that require a Director's Review in the District or Conditional Use Permit required if similar to other uses that require a Conditional Use Permit in the District * See text regarding alcohol sales							
BD: Boulevard District	TD: Transit District	CV: Civic Village District					
CD: Commerce District	NO: Neighborhood Office District	CA: Cedar Avenue Arts District					
GD: Gateway District							

OUTDOOR USES

Outdoor dining, merchandise displays, entertainers, temporary sidewalk/parking lot sales, and pushcart vendors may occur within the public sidewalk and on private outdoor spaces with the approval of an Outdoor Use Permit. The Planning Director has the authority to issue an Outdoor Use Permit if the following findings can be made.

- If located on a public sidewalk, the proposed use will maintain a minimum clear sidewalk path of at least five feet.
- ◆ The proposed use will not interfere with the ability of adjacent businesses, residents, or property owners to enjoy their property.
- ◆ If located on public property, the applicant has agreed to indemnify the City with an indemnification agreement satisfactory to the City Attorney. The applicant has also agreed to maintain liability insurance in the nature and amount satisfactory to the City Manager and City Attorney in order to protect the City from any potential claims that may arise from activity related to the use of public property. The policy shall name the City as an additional insured.
- ◆ The proposed use will not, under the circumstances of this particular case, be detrimental or injurious to property and improvements in the neighborhood, or to the general welfare of the City.

The Planning Director's decision to issue or deny an Outdoor Use Permit may be appealed to the Planning Commission.

NON-CONFORMING USES/BUILDINGS

Within Downtown Lancaster, there are uses and buildings that were lawfully established prior to the adoption of this Specific Plan. Many of these uses and buildings would not be allowed under the terms of this Specific Plan. As such, they are defined as non-conforming uses and buildings.

Sections 17.32.830 thru 17.32.880 of the City of Lancaster Zoning Ordinance shall regulate non-conforming uses and buildings within Downtown Lancaster.

Commercial facade enhancements or renovations to legal non-conforming buildings shall be allowed if the enhancement or renovation does not enlarge the square footage of the building and the cost of the facade enhancement or renovation does not exceed 50% of the total replacement cost for the entire building or structure (as determined by the current building valuation guide sheet used by the Department of Building and Engineering Services to ascertain plan check and building permit fees). Projects that involve commercial facade enhancement or renovations to legal non-conforming buildings shall not be required to comply with the Development Specifications on Figure 5-10 through 5-17 since the non-conforming building was developed under different zoning regulations and standards. However, commercial facade enhancements or renovations shall be required to comply with the applicable facade Design Standards and Design Guidelines contained in Section 5-6 of this Specific Plan.

ALCOHOL USES

On-site alcohol sales and off-site alcohol sales shall require approval of a Conditional Use Permit or a Director's Review as provided in Chapter 17.42 of the Lancaster Municipal Code. On-site alcohol sales of beer and wine at a bona-fide restaurant shall require a Director's review. The separation distance requirements as contained in Chapter 17.42 shall not apply within the Downtown Lancaster Specific Plan.

100.050. USE AND PERMIT REQUIREMENTS**TABLE 2****ALLOWABLE LAND USES**

LAND USE	ZONE					
	SA	CC	EC	WD	NM	NL
RETAIL/SERVICE						
Art gallery	P	P	P	P	C ¹	N/A
Automotive repair	N/A	D	D	D	N/A	N/A
Automotive sales and services	N/A	C	C	C	N/A	N/A
Bank/credit union	P	P	P	P	C ¹	N/A
Bar/nightclub/dance club ²	N/A	C	C	C	N/A	N/A
Car wash	N/A	C	C	C	N/A	N/A
Entertainment (theater, live music, karaoke, comedy, etc.) ²	D	D	D	D	N/A	N/A
Gas station ²	N/A	D	D	D	N/A	N/A
Grocery store/mini mart/neighborhood market ²	P	P	P	P	C ¹	N/A
Health and fitness services	D	D	D	D	C ¹	N/A
Personal services	P	P	P	P	C ¹	N/A
<i>Tobacco and e-cigarette sales</i>	D	D	D	D	N/A	N/A
<i>Tattoo/body piercing</i>	N/A	D	D	D	N/A	N/A
<i>Pawn shops, thrift stores, and consignment stores</i>	N/A	D	D	D	N/A	N/A
Restaurants/café/bakery/deli ²	P	P	P	P	C ¹	N/A
Retail store	P	P	P	P	C ¹	N/A
OFFICE/PROFESSIONAL						
Professional office	P	P	P	P	C ¹	N/A
Medical/dental office	P	P	P	P	C ¹	N/A
Light industrial uses	N/A	N/A	N/A	P	N/A	N/A
LODGING						
Bed and breakfast ²	D	P	N/A	D	N/A	N/A
Conference/meeting room space	D	P	D	D	N/A	N/A
Hotel/motel*	C	P	N/A	D	N/A	N/A
PUBLIC/SEMI-PUBLIC						
Church/religious institution	C	P	P	D	C	C
Colleges and universities	C	C	C	N/A	N/A	N/A
Community gardens	D	D	D	N/A	D	D
Expansion of parking lot for institutional uses	D	D	D	D	D	D
Government office	P	P	P	P	N/A	N/A
Parking lots as a transitional use	D	D	D	D	N/A	N/A
Post office	P	P	P	P	N/A	N/A
Private school, trade and vocational schools	C	P	P	P	N/A	N/A
Recreation/museum/cultural	D	P	P	P	N/A	N/A

ALLOWABLE LAND USES **TABLE 2**

LAND USE	ZONE					
	SA	CC	EC	WD	NM	NL
MIXED-USE						
Home occupation/home artist studio/home office	P	P	N/A	N/A	P	P
Live/Work – residential component	P	P ³	N/A	N/A	D ¹	N/A
Live/Work – commercial component	P	P	N/A	N/A	D ¹	N/A
Mixed-Use – residential component	P	P ³	N/A	N/A	C ¹	N/A
Mixed-Use – commercial component	P	P	P	P	C ¹	N/A
RESIDENTIAL						
Assisted living facility/residential care facility	C	C	N/A	N/A	C	N/A
Caretaker unit	N/A	N/A	D	D	N/A	N/A
Carriage unit (studio) located above detached garage	N/A	N/A	N/A	N/A	P	P
Multi-family: 2, 3, 4 units, multi-family	P ⁴	P ^{3,4}	N/A	N/A	P ⁴	P ⁴
Rooming and boarding houses	C	N/A	N/A	N/A	C	N/A
Single-family house on individual lot	N/A	N/A	P ⁵	P ⁵	P ⁴	P ⁴
Single-room occupancy (SRO)	D	D	N/A	N/A	D	N/A
RESIDENTIAL ACCESSORY USES						
Accessory structures/buildings (gazebos, sheds, etc.)	P	P	N/A	N/A	P	P
Swimming pools and pool equipment	P	P	N/A	N/A	P	P
Accessory dwelling unit	N/A	N/A	N/A	N/A	P	D
Guest house	N/A	N/A	N/A	N/A	P	P
Garage conversion ⁶	N/A	N/A	N/A	N/A	P	P
Day care as residential accessory use	D	D	N/A	N/A	D	D
Daycare Center	D	D	N/A	N/A	D	D
Electric vehicle charging station (EVCS)	P	P	P	P	P	P
Non-commercial solar energy systems, including building and ground-mounted photo-voltaic (PV) panels	P	P	P	P	P	P
Non-commercial wind energy systems (NC-WES)	D	D	D	D	D	D
Vertical-axis wind turbines (VAWTs)	D	D	D	D	D	D

NOTE: Permitted uses for each zone are set forth in **Table 2**. All land uses are as defined in **Section 17.04.240** of the Lancaster Municipal Code.

P = permitted use
D = director's review
C = conditional use permit
N/A = not allowed

¹ Use allowed only along Milling Street between Date Avenue and Fern Avenue and along Beech Avenue between Oldfield Avenue and Avenue J.

² Alcohol uses require a conditional use permit

³ Use allowed only on an upper floor, or behind a groundfloor street-fronting use.

⁴ Limited to Building Types permitted in each Zone – see **Section 100.070**.

⁵ Existing residential may continue to be used as a permitted use provided that such uses not be expanded by a cumulative total of more than 500 square feet of floor area.

TABLE 2 ALLOWABLE LAND USES

LAND USE	ZONE					
	SA	CC	EC	WD	NM	NL
TEMPORARY USES						
Temporary agriculture on vacant parcel (Urban Farm)	C	C	C	C	N/A	N/A
Temporary mobilehome as residence during construction	N/A	N/A	N/A	N/A	N/A	D
Cargo containers	D	D	D	D	D	D
OTHER USES						
Automated banking, movie rental, food vending machines	P	P	P	P	N/A	N/A
Christmas tree lots	D	D	D	D	N/A	N/A
Front Yard Agriculture	N/A	N/A	N/A	N/A	D	D
Mini-storage	N/A	N/A	N/A	P	N/A	N/A
Outdoor sales and promotional activities	D	D	D	D	N/A	N/A
Outdoor storage on private property	N/A	N/A	N/A	P	N/A	N/A
Research and Development	P	P	P	P	D	N/A
Wireless telecommunications facilities (stealth)	D	D	D	D	N/A	N/A
Converted cargo container	D	D	D	D	N/A	N/A
Similar uses to those permitted above as determined by the Director	P/D/C	P/D/C	P/D/C	P/D/C	P/D/C	P/D/C
PROHIBITED USES						
Adult only/sexually-oriented businesses						
Check cashing/payday loans/bail bonds						
Manufacturing/heavy industrial						

NOTE: Permitted uses for each zone are set forth in **Table 2**. All land uses are as defined in **Section 17.04.240** of the Lancaster Municipal Code.

P = permitted use
D = director's review
C = conditional use permit
N/A = not allowed

¹ Use allowed only along Milling Street between Date Avenue and Fern Avenue and along Beech Avenue between Oldfield Avenue and Avenue J.

² Alcohol uses require a conditional use permit

³ Use allowed only on an upper floor, or behind a groundfloor street-fronting use.

⁴ Limited to Building Types permitted in each Zone – see **Section 100.070**.

¹ Existing residential may continue to be used as a permitted use provided that such uses not be expanded by a cumulative total of more than 500 square feet of floor area.

⁶ Relocated parking spaces for garage conversions must be located at rear of property per Section 100.060 and accessed from an alley.

Article IV. - Residential Subdivision Perimeter Treatment

16.20.220 - In general.

The perimeter of a residential subdivision shall be treated in accordance with the requirements of this article.

(Ord. 839 § 1 (Exh. A § 4), 2005; Ord. 661 § 1 (540.000), 1994)

16.20.230 - Treatment along arterials—Urban residential subdivisions.

Portions of an urban single-family subdivision that are adjacent to arterial streets shall be treated with a decorative wall and landscaping in accordance with the following:

A. Wall Design Standards.

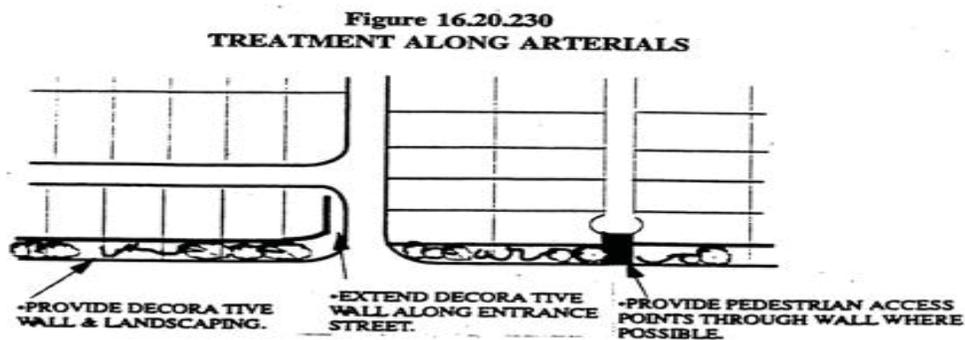
1. Perimeter walls shall be constructed of materials selected from the following list:
 - a. Adobe block;
 - b. Brick;
 - c. Decorative concrete block;
 - d. Pre-cast concrete;
 - e. Slump stone block;
 - f. Split face block;
 - g. Stucco on block;
 - h. Wrought iron in conjunction with other listed materials.
2. Perimeter walls shall exhibit such design features (including, but not limited to, pilasters, alcove planters, varying textures, special subdivision entries, or other similar treatments) as necessary to provide them with appropriate design relief and visual appeal.
3. Perimeter walls shall be not less than six feet high except as provided in Section 17.28.080C and be located within the landscape maintenance district easement boundary.
4. Subdivision perimeter wall location and design is subject to approval by the planning commission or the director of community development.

B. Landscaped Maintenance District Easement Design Standards.

1. When a straight wall design is utilized, a landscaped buffer shall be provided between the sidewalk and a subdivision perimeter wall (inclusive of the wall) at the following widths:
 - a. Arterial streets: ten (10) feet;
 - b. Local street: 6.5 feet.

The landscaped buffer/ landscape maintenance district easement shall be in addition to the required sidewalk (i.e., ten (10) feet of the landscaping and eight feet of sidewalk along an arterial street will normally require a total width of approximately eighteen (18) feet between the curb and a wall).

2. Along arterial streets the landscaped buffer may vary in depth from thirteen (13) feet to a minimum of seven feet where an undulating wall design is proposed as long as an average depth of ten (10) feet is maintained.
- C. The decorative wall shall be extended adjacent to subdivision entrance streets as shown in Figure 16.20.230.



(Ord. 839 § 1 (Exh. A § 5), 2005; Ord. 661 § 1 (540.010), 1994)

16.20.235 - Perimeter treatment along arterials for rural residential subdivisions.

Portions of a rural subdivision that are adjacent to arterial streets shall be treated with a decorative wall and landscaping in accordance with the following:

A. Wall Design Standards.

1. Perimeter walls shall be constructed of materials selected from the following list:
 - a. Adobe block;
 - b. Brick;
 - c. Decorative concrete block;
 - d. Pre-cast concrete;
 - e. Slump stone block;
 - f. Split face block;
 - g. Stucco on block;
 - h. Rock on block;
 - i. Stone on block; and
 - j. Wrought iron in conjunction with other listed materials.
2. Perimeter walls shall exhibit such design features (including, but not limited to, pilasters, alcove planters, varying textures, special subdivision entries, or other similar treatments) as necessary to provide them with appropriate design relief and visual appeal.
3. Perimeter walls shall be not less than six feet in height except as provided in Section 17.28.080(C) and shall be located within the landscape maintenance district easement boundary (See Section 16.20.235(B)(1)).
4. Subdivision perimeter wall location and design is subject to approval by the planning commission or the director of development services.
5. All solid portions of the wall shall be treated with an anti-graffiti coating.

B. Landscape Maintenance District Pathway/Easement Design Standards.

1. An eighteen (18)-foot wide landscape maintenance district easement for landscaping and multi-use pathway shall be provided between the arterial street, curb, and the subdivision perimeter wall (inclusive of the wall).
2. The eighteen (18)-foot wide landscape maintenance district easement shall be counted toward lot area for the underlying parcels.
3. Design Requirements.
 - a. The pathway shall be located within the eighteen (18)-foot landscape maintenance district easement area and shall generally be eight feet in width; the pathway may be reduced to a minimum width of six feet where design is

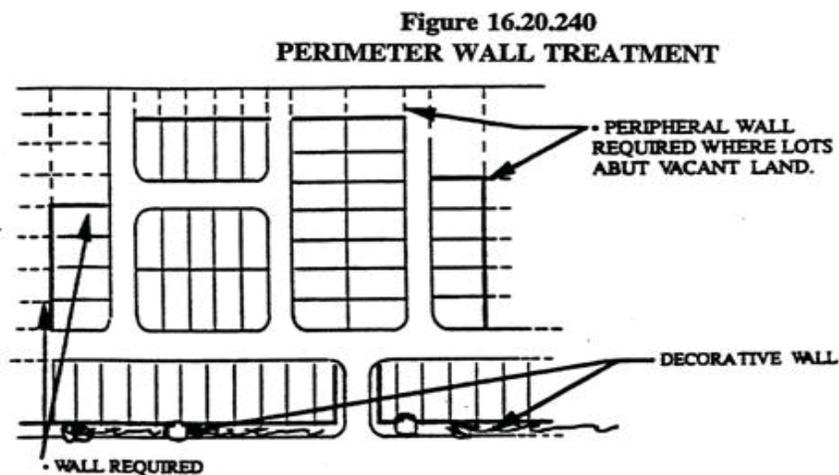
- constrained by utilities or other obstacles or meet the intent of a meandering sidewalk.
- b. The pathway shall be surfaced with decomposed granite, minimum four inches in depth and properly compacted. Weed barrier shall be installed underneath the pathway.
 - c. The sidewalk shall meander away from the curb once every three hundred (300) to four hundred (400) feet at these locations: the planter adjacent to the curb shall be approximately twenty (20) feet in length and five to seven feet in width.
 - d. Planters adjacent to the perimeter wall shall be a minimum width of five feet. A two-foot-high slough wall is required between the landscape area and the pathway to protect the pathway area.
 - e. A concrete spilt-rail fence is required between the sidewalk and pathway.
 - f. Decorative, low-level ambient lighting fixture shall be provided along the pathway per the direction of the director of development services.
4. The landscape maintenance district pathway/easement along the arterial shall extend adjacent to subdivision entrance streets a minimum of twenty (20) feet beyond the curb return for entry streets where lots side onto the street.

(Ord. 839 § 1 (Exh. A § 6), 2005)

16.20.240 - Phasing walls and treatment abutting vacant land.

Portions of an urban single-family subdivision where lots directly abut vacant land, as shown in Figure 16.20.240, shall be treated with a masonry wall constructed to a minimum city department of development services standard or equivalent. If the subdivision is developed in phases, a wall shall also be required around the perimeter of each phase. The intent of this requirement is to ensure that residential development immediately adjacent to vacant land is provided an adequate buffer. The planning commission or the director of development services shall have the discretion to waive the requirement for a block wall when there is already an adequate wall in existence at the location, to avoid the creation of double walls, or where it has been demonstrated that the abutting property will not be vacant for an extended period of time.

Where streets that will be continued in later phases are provided within a developed subdivision, such streets shall be barricaded in accordance with public works Standard Plan PW-5 or PW-6, to the satisfaction of the city engineer. Streets that dead-end at the tract boundary, adjacent to vacant land, shall be barricaded with a six-foot high wood fence with three type N-2 markers to the satisfaction of the city engineer.



(Ord. 754 § 1 (Attach. A § 17), 1999; Ord. 661 § 1 (540.020), 1994)

16.20.250 - Multiple-family subdivision perimeter treatment.

The perimeter of multiple-family subdivisions may be treated with a combination of landscaping, walls, decorative fences, or other techniques and may be required to annex into landscape maintenance districts as determined necessary by the planning commission.

(Ord. 661 § 1 (540.030), 1994)

Article V. - Commercial and Industrial Subdivision Perimeter Treatment

16.20.260 - In general.

The planning commission may require the perimeter of a commercial or industrial subdivision to be treated in order to provide aesthetic appearance or to provide buffering between the subdivision and potentially conflicting uses. Such perimeter treatment may consist of landscaping, walls, decorative fences, or other features.

16.20.261 - Landscape maintenance district.

1. All landscape maintenance district parkways/ easements shall comply with the following:
 - a. The City of Lancaster Landscape and Irrigation standards
 - b. The City's approved plants list
2. It shall be the duty of property owners to provide for maintenance and replacement of wall located within the landscape maintenance district parkway/easement.

(Ord. 661 § 1 (550.000), 1994)

Article VII. - Landscaping Improvements

16.24.250 - In general.

Landscaping shall be installed pursuant to the requirements of this article, and in accordance with the requirements of Chapter 8.30 and Chapter 8.50.

(Ord. 661 § 1 (610.700), 1994)

16.24.260 - Perimeter landscaping.

Where landscaping is required along an arterial street pursuant to Section 16.20.230, such landscaping and irrigation shall be installed subject to the approval of the Director of Development Services.

(Ord. 661 § 1 (610.710), 1994)

16.24.270 - Street side yard landscaping.

In an urban residential subdivision, the subdivider or developer shall install a landscaping and irrigation system in the six foot right-of-way strip along the street side yard between the front yard and rear lot line.

(Ord. 754 § 1 (Attach. A § 22), 1999; Ord. 661 § 1 (610.720), 1994)

16.24.280 - Landscape maintenance district.

All lots in a residential subdivision shall be annexed into the landscape maintenance district to ensure the long-term maintenance of perimeter landscaping by the city. The developer is to pay the annexation processing fee and the first year's assessment prior to the final map being considered for approval by the Director of Development Services.

1. All landscape maintenance district parkways/ easements shall comply with the following:
 - a. The City of Lancaster Landscape and Irrigation standards
 - b. The City's approved plants list
2. It shall be the duty of property owners to provide for maintenance and replacement of wall located within the landscape maintenance district parkway/easement.

(Ord. 754 § 1 (Attach. A § 23), 1999; Ord. 661 § 1 (610.730), 1994)

Chapter 8.50 - LANDSCAPING INSTALLATION AND MAINTENANCE

8.50.010 – Purpose and Intent

- (A) The purpose of this model ordinance is to:
- (1) Promote the values and benefits of landscaping practices that integrate and go beyond the conservation and efficient use of water;
 - (2) Establish a structure for planning, designing, installing, maintaining and managing water efficient landscapes in new construction and rehabilitated projects by encouraging the use of a watershed approach that requires cross-sector collaboration of industry, government and property owners to achieve the many benefits possible;
 - (3) Establish provisions for water management practices and water waste prevention for existing landscapes;
 - (4) Use water efficiently without waste by setting an estimated total water use as an upper limit for water use and reduce water use to the lowest practical amount.
- (B) Landscapes that are planned, designed, installed, managed and maintained with the watershed based approach can improve California’s environmental conditions and provide benefits and realize sustainability goals. Such landscapes will make the urban environment resilient in the face of climatic extremes. Consistent with the legislative findings and purpose of the ordinance, conditions in the urban setting will be improved by:
- (1) Creating the conditions to support life in the soil by reducing compaction, incorporating organic matter that increases water retention, and promoting productive plant growth that leads to more carbon storage, oxygen production, shade habitat and aesthetic benefits.
 - (2) Minimizing energy use by reducing irrigation water requirements, reducing reliance on petroleum based fertilizers and pesticides, and planting climate appropriate shade trees in urban areas.
 - (3) Conserving water by capturing and reusing rainwater and graywater wherever possible and selecting climate appropriate plants that need minimal supplemental water after establishment.
 - (4) Protecting air and water quality by reducing power equipment use and landfill disposal trips, selecting recycled and locally sourced materials, and using compost, mulch and efficient irrigation equipment to prevent erosion.
 - (5) Protecting existing habitat and creating new habitat by choosing local native plants, climate adapted nonnatives and avoiding invasive plants. Utilizing integrated pest management with least toxic methods as the first course of action.

8.50.020 – Definitions

The terms used in this chapter have the meaning set forth below:

“Application rate” means the depth of water applied to a given area, measured in inches per minute, inches per hour, or gallons per hour.

“Applied water” means the portion of water supplied by the irrigation system to the landscape.

“Automatic irrigation controller” means a timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.

“Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

“Certificate of completion” means the document required under Lancaster Municipal Code 8.50.120

“Certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the U.S. Environmental Protection Agency’s WaterSense Irrigation Designer Certification Program and Irrigation Association’s Certified Irrigation Designer Program.

“Certified landscape irrigation auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the U.S. Environmental Protection Agency’s WaterSense Irrigation Auditor Certification Program and Irrigation Association’s Certified Landscape Irrigation Auditor Program.

“Check valve” or “anti-drain valve” means a valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

“Common interest developments” means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section [1351](#).

“Compost” means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

“Controller” means an automatic timing device used to remotely control valves or heads to set an irrigation schedule. A weather-based controller is a controller that used evapotranspiration or weather data. A self-adjusting irrigation controller is a controller that uses sensor data i.e., soil moisture sensor.

“Conversion factor (0.62)” means the number that converts acre-inches per acre per year to gallons per square foot per year.

“Development proposal” means an application for approval of a specific plan, subdivision, conditional use permit, site plan review, tentative tract map, parcel map or any other discretionary development permit or entitlement application which has been filed with and is pending consideration by the City.

“Distribution uniformity” means the measure of the uniformity of irrigation water over a defined area.

“Drip irrigation” means any nonspray low volume irrigation system utilizing emission devices with a flow rate (equal to or less than two gallons per hour) measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

“Effective precipitation” or “usable rainfall” (EPPT) means the portion of total precipitation which becomes available for plant growth.

“Emitter” means a drip irrigation emission device that delivers water slowly from the system to the soil.

“Established landscape” means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

“Established period of the plants” means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years for establishment.

“Estimated total water use” (ETWU) means the total water used for the landscape as described in the Lancaster Municipal Code [8.50.070](#).

“ET adjustment factor” (ETAF) means a factor of 0.55 for residential areas and 0.45 for nonresidential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (nonrehabilitated) special landscape areas shall not exceed 1.0. The ETAF for existing nonrehabilitated landscapes is 0.8.

“Evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

“Flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

“Flow sensor” means an inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or sub-meter.

“Friable” means a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

“Fuel modification plan guide” means guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in fire hazard severity zone.

“Graywater” means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthy bodily wastes, and does not present a threat from contamination by unhealthy processing, manufacturing, or operating wastes. Graywater includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section [17922.12](#)

“Hardscapes” means any durable material (pervious and nonpervious).

“Hydrozone” means a portion of the landscaped area having plants with similar water needs that are served by a valve or set of valves with the same schedule and rooting depth. A hydrozone may be irrigated or nonirrigated. For example, a naturalized area planted with native vegetation that will not need supplemental irrigation once established is a nonirrigated hydrozone.

“Infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

“Invasive plant species” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by County agricultural agencies as noxious species. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

“Irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a certified landscape irrigation auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association’s landscape irrigation auditor certification program or other U.S. Environmental Protection Agency “WaterSense” labeled auditing program.

“Irrigation efficiency” (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this chapter are 0.75 for overhead spray devices and 0.81 for drip systems.

“Irrigation survey” means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.

“Irrigation water use analysis” means a review of water use data based on meter readings and billing data.

“Landscape architect” means a person who holds a license to practice landscape architecture in the State of California Business and Professions Code Section [5615](#).

“Landscape area” means all the irrigated planting areas, turf areas, and water features and up to 10 percent of the square footage of pervious nonirrigated planting areas in a landscape design plan subject to the maximum applied water allowance (MAWA) calculation. The 10 percent of nonirrigated planting area shall be added to the low water use hydrozone area, used in the landscape documentation package. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or nonpervious hardscapes, and other nonirrigated areas designated for nondevelopment (e.g., open spaces and existing native vegetation). Designated recreation areas and areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens are subject to the MAWA with an ET adjustment factor not to exceed 1.0.

“Landscape contractor” means a person licensed (i.e., C-27) by the State of California to construct, maintain, repair, install, or subcontract the development of landscape systems and facilities per Business and Professional Code Sections 7058 and 7059.

“Landscape document package” means the documents required under the Lancaster Municipal Code [8.50.060](#).

“Landscape irrigation audit” shall mean a process to perform site inspection, evaluate irrigation systems, and develop efficient irrigation systems. At a minimum, the audit shall be in accordance with the California landscape water management program as described in the Landscape Irrigation Auditor Handbook, the entire document that is hereby incorporated by reference. (See Landscape Irrigation Auditor Handbook, Department of Water Resources, Water Conservation Office, 2004.)

“Landscape project” means total area of landscape in a project as defined in “landscape area” for the purposes of this chapter, meeting requirements under Section [8.50.030](#).

“Landscape water meter” means an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.

“Lateral line” means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

“Local agency” means a city or county, including a charter city or charter county, that is responsible for adopting and implementing the ordinance. The local agency is also responsible for the enforcement of this chapter, including, but not limited to, approval of a permit and plan check or design review of a project.

“Local water purveyor” means any entity, including a public agency, city, county or private water company, that provides retail water service.

“Low volume irrigation” means the application of irrigation water at low pressure through a system of tubing or lateral lines and low volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants. Any irrigation system with a flow rate equal to or less than 0.75 inches per hour, including drip irrigation, subsurface drip, micro-sprinklers and similar irrigation types.

“Main line” means the pressurized pipeline that delivers water from the water source to the valve or outlet.

“Master shut-off valve” is an automatic valve installed at the irrigation supply point which controls water flow into the irrigation system. When this valve is closed, water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.

“Maximum applied water allowance” (MAWA) means for design purposes the upper limit of annual applied water for the established landscaped area as specified in the Lancaster Municipal Code [8.50.070](#). It is based upon the area’s reference evapotranspiration, the ET adjustment factor, and the size of the landscape area. The estimated total water use shall not exceed the maximum applied water allowance. Special landscape areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water, are subject to the MAWA with an ETAF not to exceed 1.0. $MAWA = (ET_o) (0.62) [(ETAF \times LA) + (1-ETAF) \times SLA]$.

“Median” is an area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.

“Microclimate” means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

“Mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

“Mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperatures, and preventing soil erosion.

“New construction” means, for the purpose of this chapter, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

“Nonresidential landscape” means landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.

“Operating pressure” means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

“Overhead sprinkler irrigation systems” means systems that deliver water through the air (e.g., spray heads and rotors).

“Overspray” means the irrigation water which is delivered beyond the target area, wetting pavements, walks, structures, or other nontargeted areas.

“Permit” means an authorizing document issued by local agencies for new construction or rehabilitated landscapes.

“Pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

“Plant factor” or “plant water use factor” is a factor that, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this chapter, the plant factor range for very low water use plants is 0 to 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this chapter are derived from the publication “Water Use Classification of Landscape Species.” Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

“Precipitation rate” means the rate of application of water measured in inches per hour.

“Project applicant” means the individual or entity submitting a landscape documentation package required under Section [8.50.060](#) to request a permit, plan check, or design review from the City. A project applicant may be the property owner or his or her designee.

“Rain sensor” or “rain sensing shut-off device” means a component which automatically suspends an irrigation event when it rains.

“Record drawing” or “as-builts” means a set of reproductive drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.

“Recreation area” means areas, excluding private single-family residential areas, designated for active play, recreation or public assembly in parks, sports fields, picnic grounds, amphitheaters or golf course tees, fairways, roughs, surrounds and greens.

“Recycled water,” “reclaimed water,” or “treated sewage effluent water” means treated or recycled wastewater of a quality suitable for nonpotable uses such as landscape irrigation and water features. This water is not intended for human consumption.

“Reference evapotranspiration” or “ETo” means a standard measurement of environmental parameters which affect the water use of plants. ETo is expressed in inches per day, month, or year as represented in Section [8.50.260](#), and is an estimate of the evapotranspiration of a large field of four-to-seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the maximum applied water allowance so that regional differences in climate can be accommodated.

“Regional water efficient landscape ordinance” means a local ordinance adopted by two or more local agencies, water suppliers and other stakeholders for implementing a consistent set of landscape provisions throughout a geographical region. Regional ordinances are strongly encouraged to provide a consistent framework for the landscape industry and applicants to adhere to.

“Rehabilitated landscape” means any modification to existing relandscaping project that requires a permit, plan check, or design review, meets the requirements of section [8.50.030](#), and the modified landscape area is equal to or greater than 2,500 square feet.

“Residential landscape” means landscapes surrounding single or multifamily homes.

“Runoff” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

“Soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

“Soil texture” means the classification of soil based on its percentage of sand, silt, and clay.

“Special landscape area” (SLA) means an area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.

“Sprinkler head” means a device which delivers water through a nozzle.

“Static water pressure” means the pipeline or municipal water supply pressure when water is not flowing.

“Station” means an area served by one valve or by a set of valves that operate simultaneously.

“Swing joint” means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

“Sub-meter” means a metering device to measure water applied to the landscape that is installed after the primary utility water meter.

“Turf” means a groundcover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, perennial ryegrass, red fescue, and tall fescue are cool-season grasses. Bermuda grass, Kikuyu grass, seashore paspalum, St. Augustine’s grass, zoysia grass, and buffalo grass are warm-season grasses.

“Valve” means a device used to control the flow of water in the irrigation system. It may also mean all of the sprinklers or emitters in a line controlled by the valve.

“Water conserving plant species” means a plant species identified as having a very low or low plant factor.

“Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

“Water use efficiency statement” means a narrative summary of the water use efficiency practices to be applied in the landscape project.

“Water efficient landscape worksheet” means the document required as part of the documentation package.

“Watering window” means the time of day irrigation is allowed.

“WUCOLS” means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension and the Department of Water Resources, 2014.

8.50.030 – Applicability

(A) After December 1, 2015, and consistent with Executive Order No. B-29-15, this chapter shall apply to all of the following landscape projects:

- (1) New development projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review;
 - (2) Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review;
 - (3) Existing landscapes limited to Section [8.50.220](#) and [8.50.230](#); and
 - (4) Cemeteries. Recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to Section [8.50.070](#), [8.50.150](#) and [8.50.160](#); and existing cemeteries are limited to Section [8.50.220](#) and [8.50.230](#).
- (B) Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this chapter.
- (C) For projects using treated or untreated graywater or rainwater captured on site, any lot or parcel within the project that has less than 2,500 square feet of landscape and meets the lot or parcel's landscape water requirement (estimated total water use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject prescriptive compliance measures contained in Section 8.50.261.
- (D) This chapter does not apply to:
- (1) Registered local, State or Federal historical sites;
 - (2) Ecological restoration projects that do not require a permanent irrigation system;
 - (3) Mined-land reclamation projects that do not require a permanent irrigation system;
or
 - (5) Existing plant collections, as part of botanical gardens and arboretums open to the public.

8.50.040 – Compliance with Landscape Documentation Package

- (A) Prior to construction, the City shall:
- (1) Provide the project applicant with the ordinance and procedures for permits, plan checks, or design review;
 - (2) Review the landscape documentation package submitted by the project applicant;
 - (3) Approve or deny the landscape documentation package;

- (4) Issue a permit or approve the plan check or design review for the project applicant; and
 - (5) Upon approval of the landscape documentation package, file a copy of the water efficient landscape worksheet in the project file for future reference.
- (B) Prior to construction, the project applicant shall:
- (1) Submit a landscape documentation package to the City.
- (C) Upon approval of the landscape documentation package by the City, the project applicant shall:
- (1) Receive a permit or approval of the plan check or design review and record the date of the permit in the certificate of completion; and
 - (2) Submit a copy of the approved landscape documentation package along with the record drawings, and any other information to the property owner or his/her designee.

8.50.050 -Penalties.

The City may establish and administer penalties to the project applicant for noncompliance with the ordinance to the extent permitted by law.

8.50.060 Elements of the Landscape Documentation Package.

- (A) The landscape documentation package shall include the following six elements:
- (1) Project information:
 - (a) Date;
 - (b) Project applicant;
 - (c) Project address (if available, parcel and/or lot number(s));
 - (d) Total landscape area (square feet);
 - (e) Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed);
 - (f) Water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well;

- (g) Checklist of all documents in landscape documentation package;
 - (h) Project contacts to include contact information for the project applicant and property owner;
 - (i) Applicant signature and date with statement, "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete landscape documentation package";
- (2) Water Efficient Landscape Worksheet.
- (a) Water budget calculations.
 - a. Maximum applied water allowance (MAWA);
 - b. Estimated total water use (ETWU);
 - (3) Soil management report;
 - (4) Landscape design plan;
 - (5) Irrigation design plan; and
 - (6) Grading design plan.

8.50.070 Water Efficient Landscape Worksheet.

- (A) A project applicant shall complete the water efficient landscape worksheet which contains information on the plant factor, irrigation method, irrigation efficiency, and area associated with each hydrozone. Calculations are then made to show that the evapotranspiration adjustment factor (ETAF) for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for nonresidential areas, exclusive of special landscape areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The maximum applied water allowance is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for nonresidential areas) and expressed as annual gallons required. The estimated total water use (ETWU) is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.
- (1) In calculating the maximum applied water allowance and estimated total water use, a project applicant shall use the ETo values from the Reference Evapotranspiration Table in Section [8.50.260](#). For geographic areas not covered in Section [8.50.260](#), use data from other cities located nearby in the same reference evapotranspiration zone, as found in the CIMIS

Reference Evapotranspiration Zones Map, Department of Water Resources, 1999.

- (B) Water budget calculations shall adhere to the following requirements:
- (1) The plant factor used shall be from WUCOLS or from horticultural researches with academic institutions or professional associations as approved by the California Department of Water Resources (DWR). The plant factor ranges from 0 to 0.1 for very low water using plants, 0.1 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.
 - (2) All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.
 - (3) All special landscape areas shall be identified and their water use calculated.
 - (4) ETAF for new and existing nonrehabilitated special landscape areas shall not exceed 1.0.

8.50.080- Soil Management Report.

- (A) In order to reduce runoff and encourage healthy plant growth, a soil management report shall be completed by the project applicant, or his/her designee, as follows:
- (1) Submit soil samples to a laboratory for analysis and recommendations.
 - (a) Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.
 - (b) The soil analysis shall include:
 - (i) Soil texture (percent clay, silt, sand), indicating the percentage of organic matter;
 - (ii) Approximate soil infiltration rate either measured or derived from the soil texture infiltration rate tables. A range of infiltration rates shall be noted where appropriate, determined by laboratory test or soil texture infiltration rate table;
 - (iii) pH;
 - (iv) Total soluble salts;

- (v) Sodium;
 - (vi) Percent organic matter;
 - (vii) Recommendations; and
 - (viii) Other soil physical or chemical properties relevant to improving water use efficiency and maintaining plant health (e.g., conductivity, nitrogen, phosphorus, potassium, calcium, magnesium, sodium, sulfur, etc.).
- (c) In projects with multiple landscape installations (i.e., production home developments) a soil sampling rate of one in seven lots or approximately 15 percent will satisfy this requirement. Large landscape projects shall sample at a rate equivalent to one in seven lots.
- (d) A laboratory soil analysis may be excluded if a qualified soil specialist or scientist provides a certified statement addressing reasons for not completing such a soil analysis.
- (e) Prior to installation, an on-site assessment by a qualified soil specialist that identifies soil attributes or conditions that may minimize water use efficiency or limit plant growth shall be required. The on-site soil assessment shall:
- (i) Identify planting or turf areas that may need amendment;
 - (ii) Provide a statement of recommendations to correct or improve soil conditions (i.e., applying organic compost as a soil amendment in planting and turf areas);
 - (iii) Conduct a further analysis of soil conditions (i.e., soil profile, hardpan, bulk density, soil toxicity, salinity, etc.) where applicable; and
 - (iv) A project applicant shall implement the recommendations from the on-site soil assessment and apply any relevant information from the on-site soil assessment to the design plans.
- (2) The project applicant, or his/her designee, shall comply with one of the following:

- (a) If significant mass grading is not planned, the soil analysis report shall be submitted to the local agency as part of the landscape documentation package; or
 - (b) If significant mass grading is planned, the soil analysis report shall be submitted to the local agency as part of the certificate of completion.
- (3) The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.
 - (4) The project applicant, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the local agency with certificate of completion.

8.50.090-Landscape Design Plan.

(A) For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the following design criteria and specifications shall be submitted as part of the landscape documentation package:

- (1) Plant Material.
 - (a) Any plant may be selected from the City of Lancaster approved plant list for the landscape providing the estimated applied total water use recommended for the project site in the landscape area does not exceed the maximum applied water allowance. Methods to achieve water efficiency shall include one or more of the following:
 - (i) Protection and preservation of native species and natural vegetation;
 - (ii) Selection of water conserving plant species, tree and turf species, especially local native plants;
 - (iii) Selection of plants based on local climate suitability, disease and pest resistance;
 - (iv) Selection of trees based on the City of Lancaster approved tree list, and size at maturity as appropriate for the planting area;

- (v) Selection of plants from local and regional landscape program plant lists; and
 - (vi) Selection of plants from local fuel modification plan guidelines.
- (b) Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in Section [8.50.100\(A\)\(2\)\(d\)](#).
- (c) Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. Methods to achieve water efficiency shall include one or more of the following:
- (i) Use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;
 - (ii) Recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure (e.g., buildings, sidewalks, power lines); allow for adequate soil volume for healthy root growth; and
 - (iii) Consider the solar orientation for plant placement to maximize summer shade and winter solar gain.
- (d) Turf shall not exceed twenty-five (25%) percent of the landscape area in residential areas and in non-residential areas;
- (e) Turf areas shall be sized and shaped to minimize irrigation overspray and runoff.
- (f) Installation of turf on slopes greater than 4:1 (horizontal to vertical) shall not be permitted.
- (g) Installation of long, narrow, or irregularly shaped turf areas less than eight feet in width in any direction shall be irrigated with subsurface irrigation or other low volume irrigation technology.
- (h) Irrigated areas (including turf) within 24 inches of nonpermeable hardscape shall be irrigated with drip irrigation or subsurface irrigation technology unless waived by the Director of Development Services.

- (i) High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.
 - (j) A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required per Public Resources Code Section [4291](#)(a) and (b). Avoid fire-prone plant materials and highly flammable mulches. Refer to the local fuel modification plan guidelines.
 - (k) The use of invasive plant species, such as those listed by the California Invasive Plant Council, is strongly discouraged. Invasive species of plants shall be avoided especially near parks, buffers, greenbelts, water bodies, and open spaces because of their potential to cause harm in sensitive areas.
 - (l) The architectural guidelines of a common interest development, which include community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low water use plants as a group.
- (2) Water Features.
- (a) Recirculating water systems shall be used for decorative water features.
 - (b) Where available, recycled water shall be used as a source for decorative water features.
 - (c) Surface area of a water feature shall be included in the maximum applied water allowance (MAWA) high water use hydrozone area of the water budget calculation. The evaporation rate for all water features shall be equivalent to the evapotranspiration rate of a high water use plant.
- (3) Soil Preparation, Mulch and Amendments.
- (a) Prior to the planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.
 - (b) Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see Section [8.50.080](#)).

- (c) For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches into the soil. Soils with greater than six percent organic matter in the top six inches of soil are exempt from adding compost and tilling.
 - (d) A minimum of three-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. In mulched planting areas, the use of drip irrigation is highly recommended. To provide habitat for beneficial insects and other wildlife, up to five percent of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - (e) Stabilizing mulching products shall be used on slopes that meet current engineering standards.
 - (f) The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.
 - (g) Organic mulch materials made from recycled or post-consumer products shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
- (B) The landscape design plan shall be drawn on project base sheets at a scale that accurately and clearly identifies the following specifications, where applicable, at a minimum:
- (1) Delineate and label each hydrozone by number, letter, or other method;
 - (2) Indicate the square footage of each hydrozone;
 - (3) Identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculation;
 - (4) Identify recreational areas;
 - (5) Identify areas permanently and solely dedicated to edible plants;
 - (6) Identify any other pertinent factors (e.g., sun exposure, microclimate, etc.);

- (7) Identify areas irrigated with recycled water;
- (8) Identify type of mulch and application depth;
- (9) Identify soil amendments, type, and quantity;
- (10) Identify type and surface area of water features;
- (11) Identify hardscapes (pervious and nonpervious);
- (12) Identify location, installation details, and 24-hour retention or infiltration capacity of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Project applicants shall refer to the local agency or regional Water Quality Control Board for information on any applicable stormwater technical requirements. Stormwater best management practices are encouraged in the landscape design plan and examples are provided in section [8.50.200](#);
- (13) Identify any applicable rain harvesting or catchment technologies as discussed in Section [8.50.200](#) and their 24-hour retention or infiltration capacity;
- (14) Identify any applicable graywater discharge piping, system components and area(s) of distribution;
- (15) Contain the following statement: “I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plan”;
- (16) Bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape (see Sections [5500.1](#), [5615](#), [5641.1](#), [5641.2](#), [5641.3](#), [5641.4](#), [5641.5](#), [5641.6](#), [6701](#), and [7027.5](#) of the Business and Professions Code, Section [832.27](#) of Title 16 of the California Code of Regulations, and Section [6721](#) of the Food and Agriculture Code);
- (17) Location map with north arrow, scale, and legal description of the property;
- (18) Project name;
- (19) Title block with name, license number, mailing address, email address, and telephone number of licensed landscape architect;
- (20) Total landscape area (square feet);

- (21) Benchmark name, elevation, and location;
- (22) Topography with proposed contour lines and elevations;
- (23) Property lines and setbacks;
- (24) Street names;
- (25) Location of all utilities (e.g., telephone, electrical, gas, sewer, drainage, etc.). The use of this information is limited to the landscape design and installation;
- (26) Location and details of existing and proposed public improvements within right-of-way (e.g., curb, gutter, sidewalk, street light, fire hydrants, driveways, or approaches, etc.);
- (27) Location of all plant material (e.g., turf, annuals, perennials, groundcovers, shrubs, trees, and other vegetation, etc.);
- (28) Detailed legend explaining all the symbols used in the landscape design plan including botanical names, common names, quantity, container size, etc.;
- (29) Mulch types and depths (inches);
- (30) Design elements: water features, hardscapes (pervious and nonpervious), existing natural features including, but not limited to, rock outcropping, creeks or streams, wetlands, and plant materials that will remain;
- (31) Installation details for the landscape including soil preparation, plant material installation, tree planting and staking, and any other applicable details;
- (32) Location and installation details of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Examples include, but are not limited to:
 - (a) Infiltration beds, swales, and basins that allow water to collect and soak into the ground.
 - (b) Constructed wetlands and retention ponds that retain water, handle excess flows and filter pollutants.
 - (c) Pervious or porous surfaces (e.g., permeable pavers or blocks, pervious or porous concrete, etc.) that minimize runoff (volume and velocity).

- (d) Each sheet of the landscape design plan shall contain the following statement along with a licensed landscape architect's or licensed landscape contractor's stamp and signature: "I have agreed to comply with the criteria and specifications of the ordinance and I have applied them accordingly for the efficient use of water in the landscape design plan."

8.50.100 Irrigation Design Plan.

This section applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. For the efficient use of water, an irrigation system shall meet all irrigation design criteria and specifications, manufacturer's specification, any City of Lancaster code requirements, the requirements listed in this section, and the manufacturer's recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria and specifications shall be submitted as part of the landscape documentation package:

(A) Criteria.

(1) System.

- (a) Landscape water meters, defined as either a dedicated water service meter or private sub-meter, shall be installed for all nonresidential irrigated landscapes of 1,000 square feet but not more than 5,000 square feet (the level at which Water Code [535](#) applies) and residential irrigated landscapes of 5,000 square feet or greater. A landscape water meter may be either:
 - (i) A customer service meter dedicated to landscape use provided by the local water purveyor; or
 - (ii) A privately owned meter or sub-meter.
- (b) Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data utilizing nonvolatile memory shall be required for irrigation scheduling in all irrigation systems.
- (c) If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.
 - (i) If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall

be installed to meet the required dynamic pressure of the irrigation system.

- (ii) Static water pressure, dynamic or operating pressure and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.
- (d) Sensors (rain, freeze, wind, etc.) either integral or auxiliary that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.
- (e) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.
- (f) Backflow prevention devices shall be required to protect the water supply from contamination by the irrigation system. A project applicant shall refer to the applicable local agency code (i.e., public health) for additional backflow prevention requirements.
- (g) Flow sensors that detect high flow conditions created by system damage or malfunction are required for all nonresidential landscapes and residential landscapes of 5,000 square feet or larger.
- (h) Master shut-off valves are required on all projects except landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shutdown features.
- (j) The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto nontargeted areas, such as adjacent property, nonirrigated areas, hardscapes, roadways, or structures.
- (j) Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems
- (k) The design of the irrigation system shall conform to the hydrozones of the landscape design plan.

- (l) The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in Section [8.50.070](#) regarding the maximum applied water allowance.
- (m) All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agriculture and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard." All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.
- (n) It is highly recommended that the project applicant or local agency inquire with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.
- (o) In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.
- (p) Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.
- (q) Head-to-head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.
- (r) Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to hardscapes or in high traffic areas of turfgrass.
- (s) Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.
- (t) Areas less than eight feet in width in any direction or irregularly shaped areas shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.
- (u) Overhead irrigation shall not be permitted within 24 inches of any nonpermeable surface. Allowable irrigation within the setback from nonpermeable surfaces may include drip, drip line, or other low flow nonspray technology. The setback area may be planted or unplanted. The

surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:

- (i) The landscape area is adjacent to permeable surfacing and no runoff occurs; or
 - (ii) The adjacent nonpermeable surfaces are designed and constructed to drain entirely to landscaping; or
 - (iii) The irrigation designer specifies an alternative design or technology, as part of the landscape documentation package, and clearly demonstrates strict adherence to irrigation system design criteria in subsection (A)(1)(i) of this section. Prevention of overspray and runoff must be confirmed during the irrigation audit.
- (v) Slopes greater than 25 percent shall not be irrigated with an irrigation system with an application rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specified an alternative design or technology, as part of the landscape documentation package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.
- (2) Hydrozone.
- (a) Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.
 - (b) Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.
 - (c) Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.
 - (d) Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:
 - (i) Plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or
 - (ii) The plant factor of the higher water using plant is used for calculations.
 - (e) Individual hydrozones that mix high and low water use plants shall not be permitted.

(f) On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Hydrozone Information Table. This table can also assist with the irrigation audit and programming the controller.

(B) The irrigation design plan, at a minimum, shall contain:

- (1) Location and size of separate water meters for landscape;
- (2) Location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;
- (3) Static water pressure at the point of connection to the public water supply;
- (4) Flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;
- (5) Recycled water irrigation systems as specified in Section [8.50.180](#);
- (6) The following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan"; and
- (7) The signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system (see Sections [5500.1](#), [5615](#), [5641](#), [5641.1](#), [5641.2](#), [5641.3](#), [5641.4](#), [5641.5](#), [5641.6](#), [6701](#) and [7027.5](#) of the Business and Professions Code, Section [832.27](#) of Title 16 of the California Code of Regulations, and Section [6721](#) of the Food and Agricultural Code).

(C) Site.

- (1) Location map with north arrow, scale, and legal description of the property;
- (2) Project name;
- (3) Title block with name, license/certificate number, mailing address, email address, and phone number of licensed landscape architect or certified irrigation designer, etc.;

- (4) Benchmark name, elevation, and location;
- (5) Topography with proposed contour lines and elevations;
- (6) Property lines and setbacks;
- (7) Street names;
- (8) Location of all utilities (e.g., telephone, electrical, gas, sewer, drainage, etc.). The use of this information is limited to the landscape design and installation;
- (9) Location and details of existing and proposed public improvements within right-of-way (e.g., curb, gutter, sidewalk, streetlight, fire hydrants, driveways, or approaches, etc.).

(D) Irrigation System.

- (1) Layout of the irrigation system and all related components;
- (2) Detailed legend explaining all the symbols used in the irrigation design plan;
- (3) Location, manufacturer, model, type and size of all components of the irrigation system such as:
 - (a) Water meters;
 - (b) Controllers;
 - (c) Valves;
 - (d) Check valves;
 - (e) Main lines and lateral lines (indicate depth);
 - (f) Swing joints or other riser-protection components;
 - (g) Sprinkler heads, drip emitters and other emission devices;
 - (h) Sensors (e.g., rain, freeze, wind, etc.);
 - (i) Soil moisture sensors;
 - (j) Pressure regulators;

- (k) Pumps;
- (l) Backflow prevention devices;
- (m) Quick couplers;
- (n) Other related components.

8.50.110 Grading design plan.

- (A) For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff, and water waste. A grading design plan meeting the following design criteria and specifications shall be submitted as part of the landscape documentation package. A comprehensive grading plan with permits prepared by a civil engineer satisfies this requirement.
 - (1) The project applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:
 - (a) Height of graded slopes;
 - (b) Drainage patterns;
 - (c) Pad elevations;
 - (d) Finish grade; and
 - (e) Stormwater retention improvements, if applicable.
 - (2) To prevent excessive erosion and runoff, it is highly recommended that project applicants:
 - (a) Grade so that all irrigation and normal rainfall remains within property lines and does not drain onto nonpermeable hardscapes;
 - (b) Avoid disruption of natural drainage patterns and undisturbed soil; and
 - (c) Avoid soil compaction in landscape areas.
 - (3) The grading design plan shall contain the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the grading design plan" and shall bear the signature of a licensed professional as authorized by law.

8.50.120 Certificate of completion.

- (A) The certificate of completion shall include the following six elements:
 - (1) Project information sheet that contains:
 - (a) Date;
 - (b) Project name;
 - (c) Project applicant name, telephone, and mailing address;
 - (d) Project address and location; and
 - (e) Property owner name, telephone, and mailing address;
 - (2) Certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved landscape documentation package;
 - (a) Where there have been significant changes made in the field during construction, these “as-built” or record drawings shall be included with the certification;
 - (b) A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes;
 - (3) Irrigation scheduling parameters used to set the controller
 - (4) Landscape and irrigation maintenance schedule
 - (5) Irrigation audit report; and
 - (6) Soil analysis report, if not submitted with landscape documentation package,
and documentation verifying implementation of soil report recommendations.
- (B) The project applicant shall:
 - (1) Submit the signed certificate of completion to the City for review;
 - (2) Ensure that copies of the approved certificate of completion are submitted to the local water purveyor and property owner or his or her designee.

- (C) The City shall:
- (1) Receive the signed certificate of completion from the project applicant;
 - (2) Approve or deny the certificate of completion. If the certificate of completion is denied, the City shall provide information to the project applicant regarding reapplication, appeal, or other assistance.

8.50.130 Waivers and variances.

The City may administratively waive or modify one or more requirements of the ordinance when unusual difficulties make their strict application impossible, and upon determination that the waiver or variance is consistent with the purpose and intent of the ordinance.

8.50.140 Irrigation scheduling.

- (A) For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:
- (1) Irrigation scheduling shall incorporate the use of evapotranspiration data such as those from the California Irrigation Management Information System (CIMIS) weather stations or other validated weather data or soil moisture monitoring systems to apply the appropriate levels of water for different climates.
 - (2) Overhead irrigation shall be scheduled between 8:00 p.m. and 10:00 a.m. unless weather conditions prevent it. If allowable hours of irrigation differ from the local water purveyor, the stricter of the two shall apply. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance. Exceptions for large projects are subject to approval by the Director of Development Services, or the local water purveyor.
 - (3) For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the estimated total water use. Total annual applied water shall be less than or equal to maximum applied water allowance (MAWA). Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data.
 - (4) Parameters used to set the automatic controller shall be developed and submitted for each of the following:
 - (a) The plant establishment period;

(b) The established landscape; and

(c) Temporarily irrigated areas.

(5) Each irrigation schedule shall consider for each station all of the following that apply:

- (a) Irrigation interval (days between irrigation);
- (b) Irrigation run times (hours or minutes per irrigation event to avoid runoff);
- (c) Number of cycle starts required for each irrigation event to avoid runoff;
- (d) Amount of applied water scheduled to be applied on a monthly basis;
- (e) Application rate setting;
- (f) Root depth setting;
- (g) Plant type setting;
- (h) Soil type;
- (i) Slope factor setting;
- (j) Shade factor setting; and
- (k) Irrigation uniformity or efficiency setting.

8.50.150 Landscape and irrigation maintenance schedule.

- (A) Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the certificate of completion.
- (B) A regular maintenance schedule shall include, but not be limited to, routine inspection; auditing, adjustment and repair of the irrigation system and its components; conducting water audits; prescribing the amount of water applied per landscaped acre; aerating and dethatching turf areas; topdressing with compost, replenishing mulch; fertilizing; pruning; weeding in all landscape areas; and removing obstructions to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

- (C) Repair of all irrigation equipment shall be done with the originally specified installed components or their equivalents or with components with greater efficiency.
- (D) A project applicant is encouraged to implement established landscape industry sustainable or environmentally friendly best practices for all landscape maintenance activities.

8.50.160 Irrigation audit, irrigation survey, and irrigation water use analysis.

- (A) All landscape irrigation audits shall be conducted by a local agency landscape irrigation auditor or a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.
- (B) In large projects or projects with multiple landscape installations (i.e., production home developments) an auditing rate of one in seven lots or approximately 15 percent will satisfy this requirement.
- (C) For new construction and rehabilitated landscape projects installed (subsequent to the effective date of the ordinance codified in this chapter) after December 1, 2015:
 - (1) The project applicant shall submit an irrigation audit report with the certificate of completion to the City that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming;
 - (2) The local agency shall administer programs that may include, but is not limited to, irrigation water use analysis, irrigation audits, and irrigation surveys for compliance with the maximum applied water allowance.

8.50.170 Irrigation efficiency.

For the purpose of determining estimated total water use, average irrigation efficiency is assumed to be 0.75 for overhead spray devices and 0.81 for drip system devices.

8.50.180 Recycled water.

- (A) The installation of recycled water irrigation systems (i.e., dual distribution systems) shall (be required to) allow for the current and future use of recycled water (unless a written exemption has been granted).

- (B) All recycled water irrigation systems shall be designed and operated in accordance with all City of Lancaster and State codes.
- (C) Landscapes using recycled water are considered special landscape areas. The ET adjustment factor for new and existing (nonrehabilitated) special landscape areas shall not exceed 1.0.
- (D) Irrigation systems shall make use of recycled water unless a written exemption has been granted by the local water agency, stating that recycled water meeting all public health codes and standards is not available and will not be available in the foreseeable future.
- (E) If the irrigation water (recycled water or blended water) has electrical conductivity equal to or greater than three deciSeimens per meter (dS/m) or three millimhos per centimeter (mmh/cm) or 2,000 mg per liter total dissolved solids (TDS), a leaching fraction of up to 10 percent may be included in the MAWA calculation. The leaching fraction shall not exceed 10 percent of MAWA. For more information on recycled water, see the University of California Agriculture and Natural Resources "Landscape Plant Salt Tolerance Selection Guide for Recycled Water Irrigation (2005)," the entire document, which is hereby incorporated by reference.

8.50.190 Graywater systems.

Graywater systems promote the efficient use of water and are encouraged to assist in on-site landscape irrigation. All graywater systems shall conform to the California Plumbing Code (Title 24, Part 5, Chapter 16) and any applicable local ordinance standards.

8.50.200 Stormwater management and rainwater retention.

- (A) Stormwater management practices minimize runoff and increase infiltration which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site rainwater retention and infiltration are encouraged.
- (B) Project applicants shall refer to the City or Regional Water Quality Control Board for information on any applicable stormwater ordinances and stormwater management plans or technical requirements.
- (C) All planted landscape areas are required to have friable soil to maximize water retention and infiltration.
- (D) It is strongly recommended that landscape areas be designed for capture and infiltration capacity that is sufficient to prevent runoff from impervious surfaces (i.e., roof and paved areas) from either: the one-inch, 24-hour rain event or (2) the

eighty-fifth percentile, 24-hour rain event, and/or additional capacity as required by any applicable local, regional, State or Federal regulation.

- (E) It is recommended that stormwater projects incorporate any of the following elements to improve on-site stormwater and dry weather runoff capture and use:
- (1) Grade impervious surfaces, such as driveways, during construction to drain to vegetated areas.
 - (2) Minimize the area of impervious surfaces such as paved areas, roof and concrete driveways.
 - (3) Incorporate pervious or porous surfaces (e.g., gravel, permeable pavers or blocks, pervious or porous concrete) that minimize runoff.
 - (4) Direct runoff from paved surfaces and roof areas into planting beds or landscaped areas to maximize site water capture and reuse.
 - (5) Incorporate rain gardens, cisterns, and other rain harvesting or catchment systems.
 - (6) Incorporate infiltration beds, swales, basins and drywells to capture stormwater and dry weather runoff and increase percolation into the soil.
 - (7) Consider constructed wetlands and ponds that retain water, equalize excess flow, and filter pollutants.

8.50.210 Public education.

- (A) Publications. Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of design, installation, management and maintenance that save water is encouraged in the community.
- (1) The City of Lancaster shall provide information to owners of permitted renovations and new single-family residential homes regarding the design, installation, management, and maintenance of water efficient landscapes based on a water budget.
- (B) Model Homes. All model homes shall be landscaped and use signs and written information to demonstrate the principles of water efficient landscapes described in this chapter.
- (1) Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme. Signage shall include information about the site water use as designed per the local

ordinance; specify who designed and installed the water efficient landscape; and demonstrate low water use approaches to landscaping such as using native plants, graywater systems, and rainwater catchment systems.

- (2) Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

8.50.220 Irrigation audit, irrigation survey, and irrigation water use analysis.

- (A) This section shall apply to all existing landscapes that were installed before December 1, 2015, and are over one acre in size.

- (1) For all landscapes in this subsection (A) that have a water meter, the City shall administer programs that may include, but are not limited to, irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the maximum applied water allowance for existing landscapes. The maximum applied water allowance for existing landscapes shall be calculated as: $MAWA = (0.8)(ET_o)(LA)(0.62)$.

- (2) For all landscapes in this subsection (A) that do not have a meter, the City shall administer programs that may include, but are not limited to, irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary in order to prevent water waste.

- (B) All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.

8.50.230 Water waste prevention.

- (A) The City of Lancaster shall prevent water waste resulting from inefficient landscape Irrigation by prohibiting runoff from leaving the target landscape due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, nonirrigated areas, walks, roadways, parking lots, or structures.

- (B) Restrictions regarding overspray and runoff may be modified if:

- (1) The landscape area is adjacent to permeable surfacing and no runoff occurs; or
- (2) The adjacent nonpermeable surfaces are designed and constructed to drain entirely to landscaping.

- (C) Failure to comply with the direction of the Director of Development Services within a period of 30 days after receipt of such notice shall be deemed a violation of this chapter. (Ord. 1475 § 1, 2015)

8.50.240 Effective precipitation.

The City may consider effective precipitation (25 percent of annual precipitation) in tracking water use and may use the following equation to calculate maximum applied water allowance: $MAWA = (ET_o - Eppt) (0.62) [(0.55 \times LA) + (0.45 \times SLA)]$ for residential areas. $MAWA = (ET_o - Eppt) (0.62) [(0.45 \times LA) + (0.55 \times SLA)]$ for nonresidential areas.

8.50.250 Reporting.

- (A) Local agencies shall report on implementation and enforcement by December 31, 2015. Local agencies responsible for administering individual ordinances shall report on their updated ordinance, while those agencies developing a regional ordinance shall report in their existing ordinance. Those agencies crafting a regional ordinance shall also report on their new ordinance by March 1, 2016. Subsequently, reporting for all agencies will be due by January 31st of each year. Reports should be submitted as follows:
- (B) Local agencies are to address the following:
 - (1) State whether you are adopting a single agency ordinance or a regional agency alliance ordinance, and the date of adoption or anticipated date of adoption.
 - (2) Define the reporting period. The reporting period shall commence on December 1, 2015, and end on December 28, 2015. For local agencies crafting regional ordinances with other agencies, there shall be an additional reporting period commencing on February 1, 2016, and ending on February 28, 2016. In subsequent years, all local agency reporting will be for the calendar year.
 - (3) State if using a locally modified water efficient landscape ordinance (WELO) or the MWELO. If using a locally modified WELO, how is it different than MWELO, is it at least as efficient as MWELO, and are there any exemptions specified?
 - (4) State the entity responsible for implementing the ordinance.
 - (5) State number and types of projects subject to the ordinance during the specified reporting period.
 - (6) State the total area (in square feet or acres) subject to the ordinance over the reporting period, if available.

- (7) Provide the number of new housing starts, new commercial projects, and landscape retrofits during the reporting period.
- (8) Describe the procedure for review of projects subject to the ordinance.
- (9) Describe actions taken to verify compliance. Is a plan check performed; if so, by what entity? Is a site inspection performed; if so, by what entity? Is a post-installation audit required; if so, by whom?
- (10) Describe enforcement measures.
- (11) Explain challenges to implementing and enforcing the ordinance.
- (12) Describe educational and other needs to properly apply the ordinance.

8.50.260 Evapotranspiration (ETo) table.

Reference Evapotranspiration (ETo) Table.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
Lancaster	2.1	3.0	4.6	5.9	8.5	9.7	11.0	9.8	7.3	4.6	2.8	1.7	71.1

8.50.261 Prescriptive Compliance

- (A) This contains prescriptive requirements which may be used as a compliance option to the Model Water Efficient Landscape Ordinance.
- (B) Compliance with the following items is mandatory and must be documented on a landscape plan in order to use the prescriptive compliance option:
 - (1) Submit a Landscape Documentation Package which includes the following elements:
 - (A) Date;
 - (B) Project applicant;
 - (C) Project address (if available, parcel and/or lot number(s));
 - (D) Total landscape area (square feet), including a breakdown of turf and plant material;

- (E) Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed);
 - (F) Water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well;
 - (G) Contact information for the project applicant and property owner;
 - (H) Applicant signature and date with statement, "I agree to comply with the requirements of the prescriptive compliance option to the MWEL0."
- (2) Incorporate compost at a rate of at least four (4) cubic yards per one thousand (1,000) square feet to a depth of six (6") inches into landscape area (unless contraindicated by a soil test).
- (3) Plant material shall comply with all of the following:
- (A) For residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for seventy-five (75%) percent of the plant area excluding edibles and areas using recycled water; For non-residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for one hundred (100%) percent of the plant area excluding edibles and areas using recycled water;
 - (B) A minimum three (3") inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.
- (4) Turf shall comply with all of the following:
- (A) Turf shall not exceed twenty-five (25%) percent of the landscape area in residential areas, and there shall be no turf in non-residential areas;
 - (B) Turf shall not be planted on sloped areas which exceed a slope of one foot vertical elevation change for every four (4') feet of horizontal length;
 - (C) Turf is prohibited in parkways less than ten (10') feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.
- (5) Irrigation systems shall comply with the following:
- (A) Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data.

- (B) Irrigation controllers shall be of a type which does not lose programming data in the event the primary power source is interrupted.
 - (C) Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturer's recommended pressure range.
 - (D) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.
 - (E) All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014, "Landscape Irrigation Sprinkler and Emitter Standard." All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.
- (C) At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule, and a schedule of landscape and irrigation maintenance.

Zone Text Amendment Chart

Lancaster Municipal Code - Definitions

Section	Title	Proposal
17.04.240	Definitions	<ul style="list-style-type: none"> - Delete and add definitions in regards to health facility and community care facilities - Add the following: <ul style="list-style-type: none"> - Pole signs - Antenna - Building-mounted - Cellular - GPS Coordinates - Ground-Mounted - Monopole - Mounted - Personal Communication Service - Nodes - Roof-Mounted - Service Provider - Temporary Wireless Communications Facility - Utility Pole - Community Care Facility - Healthy Facility

Lancaster Municipal Code – Residential Zones

Section	Title	Proposal
17.08.050	Residential Permitted Use Chart	<ul style="list-style-type: none"> - Permit low density uses in the medium density (MDR) and high density (HDR) residential zones - Clarify health facilities and community care facility
17.08.60 & 17.08.080	Infill Development	<ul style="list-style-type: none"> - Remove the infill development requirement to submit the project as a Residential Planned Development (RPD)
17.08.340	Residential Planned Development (RPD)	<ul style="list-style-type: none"> - Require custom development standards and remove all section that include “infill developments”
17.08.070	Design and Performance Measures	<ul style="list-style-type: none"> - Allow for asphalt and composite roofs for residential homes
17.08.180	Animal Keeping	<ul style="list-style-type: none"> - Clarify and expand on the definitions of animals and how many are permitted in residential zones
17.08.200	Home Occupations	<ul style="list-style-type: none"> - Remove the requirement of a home occupation permit and replace with home-based business license
17.08.240	Accessory Dwelling Units (ADU)	<ul style="list-style-type: none"> - Revise sections to comply with State law

17.08.300	Solar Energy Systems	- Remove the maximum height limit to comply with State law
17.08.130	Fences, Wall, and Screening	- Increase the height limit for fencing and walls within the front yard for residential zones - Clarify the placement of fences and walls - Create a 25% maximum increase of additional height with a Director's Review.
17.08.060	Development Regulations by Building Types	- Require new trash enclosure standards for multi-family development to comply with State law
Lancaster Municipal Code- Commercial Zones		
Section	Title	Proposal
17.12.800	Office Professional-Property Development Regulations	- Revise the side yard setback requirement to reflect the Commercial zone side yard setback requirement - require new trash enclosure standards to comply with State law
17.12.130	Commercial - Property Development Regulations	- Require new trash enclosure standards to comply with State law
17.12.160	Signs	- Allow for pylon signs and create standards and regulations
17.12.640	Hospital - Property Development Regulations	- Require new trash enclosure standards to comply with State law
Lancaster Municipal Code- Industrial Zones		
Section	Title	Proposal
17.16	Industrial Zones	- Remove the "Medium Industry" (MI) zone, requirements and standards
17.16.040	Permitted Uses- I Zones	- Clarify "existing conforming and new commercial uses"
17.16.060	Uses Subject to Director's Review and Approval	- Add "Schools-Business and Professional", "Entertainment and Recreation" and "Other Uses", and remove "Wine Tasting Establishment" and "Temporary Alcohol Sales"
17.16.070	Uses Subject to Conditional Use Permits	- Add "Churches" and "Other Uses"
17.16.630	Penalties	- Remove entire section
Lancaster Municipal Code- Public Hearing Notices		
Section	Title	Proposal
17.36.020	Public Hearing Procedure	- Replace 20 days with 10 days for a notice to be consistent with Section 17.04.080 - Include tenants within a center to receive public hearing notice
Lancaster Municipal Code- Nonconforming Uses and Structures		
Section	Title	Proposal
Chapter 17.32 Article VII	Nonconforming Uses and Structures	- Revise section to provide clarification for continuation, maintenance, additions,

		expansions and changes of nonconforming uses and structures
Lancaster Municipal Code- Wireless Telecommunications Facilities		
Section	Title	Proposal
Entire Chapter 17.40	Wireless Telecommunication Facilities	- Repeal and replace in its entirety Chapter 17.40- Wireless Telecommunication Facilities
Lancaster Municipal Code- Landscaping		
Section	Title	Proposal
8.50	Landscaping and Installation and Maintenance	- Repeal and replace with State Ordinance
16.20 & 16.24	Landscaping Improvements	- Provide clarification and consistency with the landscape maintenance district/ easement
Downtown Lancaster Specific Plan		
Section	Title	Proposal
Table 5-1	Land Uses and Permit Requirements	<ul style="list-style-type: none"> - Allow "Active Entertainment" with a Director's Review (DR) - Prohibit "Pawnshop" & "Check Cashing for a Fee/ Cash Advance/Bail Bonds - Numerous retail/services and office uses in the Neighborhood Office (NO) district would change from CUP to DR
Alcohol Uses		- Allowing on-site alcohol sales of beer and wine at a bona-fide restaurant with a Director's Review
Lancaster TOD Zones		
Section	Title	Proposal
100.050	Use and Permit Requirements	- Add "Research and Development" and "Other Uses"

Exhibit A- Redline

Language to be deleted is shown in ~~striketrough~~ font and language to be added is shown in underline.

17.04.240 - Definitions.

Unless otherwise provided in this title, the definitions established in this section shall apply wherever such terms are used in this title, whether or not such terms are capitalized. Note: Definitions which are found in Title 16 also apply to the same terms as they are used within this title.

"Accessory building or structure" means a detached subordinate building or structure, the use of which is customarily incidental to that of the main building or to the main use of the land, and which is located in the same or a less restrictive zone and on the same lot or parcel of land with the main building or use.

"Accessory use" means a use customarily incidental to, related and clearly subordinate to a principal use established on the same lot or parcel of land, which accessory use does not alter said principal use nor serve property other than the lot or parcel of land on which the principal use is located.

"Adjacent" means 2 or more lots or parcels of land separated only by an alley, street, highway or recorded easement, or 2 or more objects that lie near or close to each other.

"Adjoining" means 2 or more lots or parcels of land sharing a common boundary line, or 2 or more objects in contact with each other. Lots or parcels of land which touch at corners only shall not be deemed adjoining. "Abut" or "abutting" and "contiguous" mean the same as adjoining.

"Adult" means a person who is 18 years of age or older.

~~"Adult day care facility" means any facility which provides nonmedical care to persons 18 years of age or older in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis as defined in Section 1502 of the Health and Safety Code.~~

~~"Adult day health care" means an organized day program of therapeutic, social and health activities and services provided pursuant to this chapter to elderly persons with functional impairments either physical or mental, for the purpose of restoring or maintaining optimal capacity for self care. Provided on a short term basis, adult day health care serves as a transition from a health facility or home health program to personal independence. Provided on a long term basis, it serves as an option to institutionalization in long-term care facilities, when 24-hour skilled nursing care is not medically necessary or viewed as desirable by the recipient or his family as defined in Section 1570.7 of the Health and Safety Code.~~

"Affordability" means the economic feasibility to construct lower-income housing in the proposed development.

"Affordable housing" means housing as defined in Section 65589.5(h)(2) of the Health and Safety Code.

"Aircraft" means any contrivance, now known or hereafter invented, for use or designed for navigation of or flight in the air.

"Airport" means any area of land or water which is used or intended to be used for the landing and taking off of aircraft and any appurtenant areas used or intended to be used for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon. Airport includes heliport, helistop and landing strip.

"Alternative fuel" means biological materials, coal-derived liquids, electricity, ethanol, hydrogen, methanol, natural gas, propane and any other fuel that the Secretary of Energy finds to be substantially not petroleum and which would yield substantial energy security benefits and substantial environmental

benefits. Reformulated gasoline or other fuel derived from crude oil is not considered an alternative fuel. (From Federal Energy Policy Act of 1992).

"Alternative fuel vehicle" means motor vehicles that run on fuels other than petroleum-based fuels. As defined by the National Energy Policy Act (EPACT), this excludes reformulated gasoline as an alternative fuel.

"Amphitheater" means unroofed or partially enclosed building or structure used for public assembly and/or entertainment including sports events, theatrical performances, concerts and recitals, circuses, stock shows and conventions. "Amphitheater" shall include stadium, sports arena and outdoor theater, but shall not include an entertainment park or its accessory buildings or structures.

[Antenna: A device used in wireless communications which radiates and/or receives commercial cellular, personal communication service, and/or data radio signals. "Antenna" shall not include any satellite dish antenna or any antenna utilized for amateur radio, citizens band radio, television, AM/FM, or shortwave radio reception purposes.](#)

Apartment, Bachelor. "Bachelor Apartment" means a dwelling unit in an apartment house, that combines sleeping, living, cooking and dining facilities into one habitable room. "Light housekeeping room" shall mean the same as bachelor apartment.

Apartment, Efficiency. "Efficiency apartment" means a dwelling unit in an apartment house, that combines sleeping, living, cooking and dining facilities into 2 habitable rooms, one of which shall be a kitchen. "Single apartment" and "efficiency living unit" mean the same as efficiency apartment.

Apartment, One-Bedroom. "One-bedroom apartment" means a dwelling unit in an apartment house, that contains a maximum of 3 habitable rooms, one of which shall be a kitchen.

Apartment, Two or More Bedroom. "Two or more bedroom apartment" means a dwelling unit in an apartment house that contains more than 3 habitable rooms.

Area, Net. "Net area" means the total area within the lot lines of a lot or parcel of land after public street easements or other areas to be dedicated or reserved for public uses are deducted from such lot or parcel. Does not include trails easement, or landscape easement for lots of less than 7,000 square feet.

"Automobile dismantling yard" means any premises used for the dismantling or wrecking of motor vehicles and trailers required to be registered under the Vehicle Code of the state of California including the buying, selling or dealing in such vehicles or integral parts or component materials thereof, and the storage, sale or dumping of dismantled, partially dismantled or wrecked inoperative vehicles and trailers.

Automobile dismantling shall not include the incidental storage of inoperative or disabled vehicles in connection with the legal operation of an automobile repair garage or automobile body and fender repair shop.

"Automobile impound yard" means any premises used for the temporary storage of vehicles which have been legally removed or impounded at the direction of a peace officer or by judicial order from public or private property as prescribed by law.

"Automobile parking space," as used in this title, means any permanently maintained space on the same lot or parcel of land as is located the structure it is designed to serve, so located and arranged as to permit the storage of, and be readily accessible under its own power to, a passenger automobile of average size. "Automobile storage space" means automobile parking space.

"Automobile repair" means general repair including but not limited to replacement of parts, engine and transmission rebuilding, electronic diagnosis, brakes and alignment, muffler and exhaust replacement, radiator repair or replacement, reconditioning and restoration; maintenance including tune up, oil change, and lubrication; damage repair including but not limited to body work, frame repair, upholstery and painting.

"Automobile service station" means uses where the primary business is the sale of motor vehicle fuels (including but not limited to alternative fuels such as compressed natural gas (CNG), liquified petroleum gas (LPG), and electric recharging stations), lubricants and other refined petroleum products, and automobile accessories such as tires, batteries, windshield wiper blades and other incidental auto parts, and may also offer minor automobile repair services, but not convenience items such as food or drink other than from vending machines.

"Basement" means that portion of a building between floor and ceiling, which is partly below and partly above grade (as defined in this section), but so located that the vertical distance from grade to the floor below is less than the vertical distance from grade to ceiling.

Biosolid Material. "Biosolid material" shall have the same meaning as "Sludge."

"Borrow pit" means the same as quarry.

"Buildable area" means that portion of the lot remaining after deducting all required setbacks from the lot when considered in conjunction with maximum lot coverage.

"Building" means any structure having a roof supported by columns or by walls and intended for the shelter, housing or enclosure of persons, animals, chattels or property of any kind.

"Building and safety official" means the building and safety official of the city.

Building, Enclosed. "Enclosed building" means a building enclosed on all sides.

[Building-Mounted: Mounted to the side of a building, to the façade of a building, or to the side of another structure such as a water tank, church steeple, freestanding sign, utility tower, light pole, or similar structure, but not to include the roof of any structure.](#)

"Campground" means a lot or parcel of land designed or used for tent camping including picnic areas, but excluding any structures for permanent human occupancy.

"Caretaker" means:

1. A person employed by and residing on the premises of an employer; or
2. The owner of any commercial/industrial enterprise or a member of his immediate family who assumes the primary responsibility for the necessary repair, maintenance, supervision or security of the real or personal property of the employer or owner which is located on the same or contiguous lots or parcels of land.

"Cargo container" means and includes, without limitation, a pre-manufactured, assembled reusable structure, typically made of metal but which can be made of other materials, that is delivered to a property in the city for use by an owner, occupant or licensed contractor as storage for construction materials and equipment, household items or other personal property. "Cargo container" includes, without limitation, vessels designed for packing, shipping or transportation of freight, articles, goods or commodities, and includes containers that are designed for and capable of being moved by railcar, motor vehicle, or ship. "Cargo container" does not include a storage shed or other structure that is or may be assembled at a property.

"Cellar" means that portion of a building between floor and ceiling which is wholly or partly below grade (as defined in this section) and so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling.

Cellular: An analog or digital wireless communication technology that is based on a system of interconnected neighboring cell sites.

Centerline. Where reference is made to the centerline of any parkway, major or secondary highway, such centerline is deemed to be the centerline established by the county engineer for any proposed or dedicated public way which, in whole or in part, is included in any such parkway, major or secondary highway. Said established centerlines are those shown on a series of maps entitled "County Surveyor's Maps" or "County Surveyor's Filed Maps" on file in the office of the county engineer, except that, where two or more such centerlines are shown on any map in said series of maps, the centerline labeled "Proposed Centerline" is deemed to be the centerline of the parkway, major or secondary highway.

"Chapter" means a chapter of this title unless some other ordinance or statute is mentioned.

"City" means the city of Lancaster.

"City engineer" means the city engineer of the city. The functions of the city engineer may be performed by the Director of Development Services~~public works~~.

"Clean fuel vehicle" shall have the same meaning as stated in division 1 of the Motor Vehicle Code of California.

Co-located Facilities. "Co-located facilities" means wireless telecommunication devices that are attached to existing telecommunication towers or other existing structures such as light standards and power poles.

"Commercial coach" means a structure transportable in one or more sections, designed and equipped for human occupancy for industrial, professional or commercial purposes, which is required to be moved under permit and shall include a trailer coach as defined in Section 18001.8 of the Health and Safety Code.

"Commercial parking lot or building" means a parking area or structure established or operated as a business, providing off-street parking for a fee or charge.

"Commission" means the planning commission of the city of Lancaster.

"Communication equipment building" means a building housing operating electrical and mechanical equipment necessary for the conducting of a public utility communications business, with or without personnel.

"Community care facility" means any State licensed facility, place, or building that is maintained and operated to provide nonmedical residential care, day treatment, adult day care, or foster family agency services for children, adults, or children and adults, including, but not limited to, the physically, handicapped, mentally impaired, incompetent persons, and abused or neglected children and includes those types of facilities defined in section 1502 of the State Health and Safety Code.

~~"Congregate living health facility" means a residential home with a capacity of no more than 6 beds as defined in Section 1250 of the Health and Safety Code.~~

"Consignment store" means a store which, for a mutually agreed upon method of compensation, accepts new or used merchandise to sell on behalf of the owner.

"Dairy" means any place or premises upon which milk is produced for sale or other distribution and where 3 or more cows or 7 or more goats are in lactation.

"Day care center" means any child day care facility other than a family home, and includes infant centers, preschools, and extended day care facilities as defined in Section 1596.76 of the Health and Safety Code.

"Density bonus" means an increased density of at least 25% over the maximum authorized density of the zone which is granted to a developer or property owner of a housing project agreeing to construct a prescribed percentage of lower-income units as defined by the California Government Code Section 65915 et seq.

"Detached living quarters" means living quarters within a detached accessory building located on the same premises as the main building, for use by temporary guests of the occupants of the premises. Such accessory building shall have no plumbing or plumbing facilities of any kind except for space heating, or air conditioning, or both and except in or for the purpose of supplying water to, or disposing of wastes from, a toilet or bathroom.

"Director" means the Director of Development Services ~~community development~~ of the City of Lancaster or duly authorized representative(s).

"Domestic animal" means an animal which is commonly maintained in residence with man.

"Duplex" means a building designed or used for residential purposes and containing 2 dwelling units.

"Dwelling unit" or "(DU)" means one or more habitable rooms in a building, portion of a building or mobilehome which is designed, intended to be used, or used for occupancy by one family with facilities for living, sleeping, cooking, eating and sanitation, which are legally constructed, placed or installed in accordance with all applicable provisions contained within this code including, but not limited to, the city building, plumbing, electrical and fire codes. Dwelling unit shall also include any room which contains either a kitchen, kitchenette, cooking facilities or cooking appliance. (See definition of "guest room.")

"Earth station" means structures comprising one or more large parabolic reflectors which may be mounted on a circular control building and all appurtenant equipment necessary for the receiving, amplifying or transmitting of microwave signals in connection with a public utility communication route or system employing such earth stations and satellites in space.

"Electric distribution substation" means an assembly of equipment which is part of a system for the distribution of electric power where electric energy is received at a subtransmission voltage and transformed to a lower voltage for distribution for general consumer use.

"Electric transmission substation" means an assembly of equipment which is part of a system for the transmission of electric power where electric energy is received at a very high voltage from its source of generation by means of a network of high voltage lines and where, by means of transformers, said high voltage is transformed to a lower sub-transmission voltage for purposes of supplying electric power to large individual consumers, interchange connections with other power producing agencies or electric distribution substations for transformation to still lower voltage for distribution to smaller individual users.

"Electric vehicle (EV)" means an automotive-type vehicle for highway use, such as passenger automobiles, buses, trucks, vans and the like, primarily powered by an electric motor that draws current from a rechargeable storage battery, fuel cell, photovoltaic array or other source of electrical current. For the purpose of this title, electric motorcycles and similar type vehicles and off-road self-propelled

electric vehicles such as industrial trucks, hoists, lifts, transports, golf carts, airline ground support equipment, tractors, boats, and the like are not included within the definition of electric vehicle. If any significant difference, as determined by the [Director](#), exists between this definition and the definition of electric vehicle as stated in the National Electrical Code, then the definition as stated in the National Electrical Code shall apply.

"Electric vehicle charging station (EVCS)" means a location, either within a building or out-of-doors, which is properly and legally equipped with an electric vehicle connector and at which an electric vehicle may park, connect and charge its electrical storage system.

"Electric vehicle supply equipment" means the conductors, including the ungrounded, grounded and equipment grounding conductors, the electric vehicle conductors, attachment plugs, and all other fittings, devices, power outlets or apparatuses installed specifically for the purpose of delivering energy from the premises wiring to the electric vehicle. If any significant difference, as determined by the [Director](#), exists between this definition and the definition of electric vehicle supply equipment as stated in the National Electrical Code, then the definition as stated in the National Electrical Code shall apply.

"Emergency shelter," as defined in health and safety code 50801(e), means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

"Entertainment park" means an entertainment or amusement complex developed as a regional visitor tourist attraction and organized around a central theme such as amusement rides and attractions, tours or exhibitions, including all related accessory uses, buildings and structures designed and operated for patron participation and pleasure in conjunction therewith.

"Equivalent financial value" means the cost to the developer/property owner based on the land cost per dwelling unit. This is determined by the difference in the value of land with and without the density bonus.

"Family" means an individual or two more persons living in a single dwelling unit. "Family" also mean the persons living together a residential facility, including transitional and supportive housing.

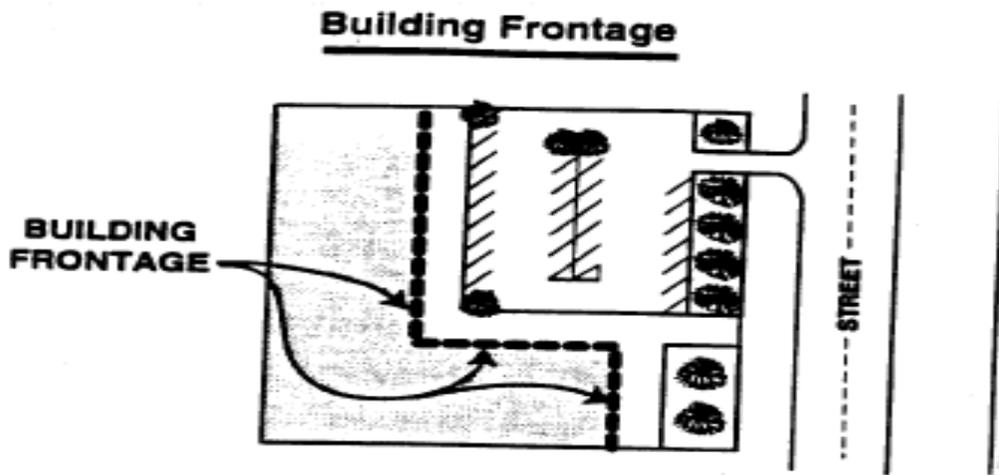
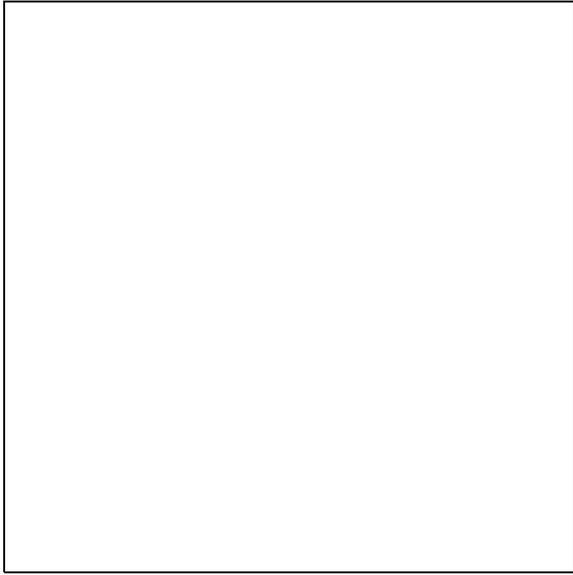
"Family day care home" means a home which provides care, protection and supervision of 12 or fewer children, in the provider's own home, for periods of less than 24 hours a day, while the parents or guardians are away, as defined in Section 1596.78 of the Health and Safety Code and includes the following:

1. "Large family day care home" means a home which provides family day care to 7 to 12 children, inclusive, including children under the age of 10 years who reside at home.
2. "Small family day care home" means a home which provides family day care to 6 or fewer children, including children under the age of 10 years who reside at the home.

"Floor area ratio" means the numerical value obtained through dividing the aboveground gross floor area of a building or buildings located on a lot or parcel of land by the total area of such lot or parcel of land.

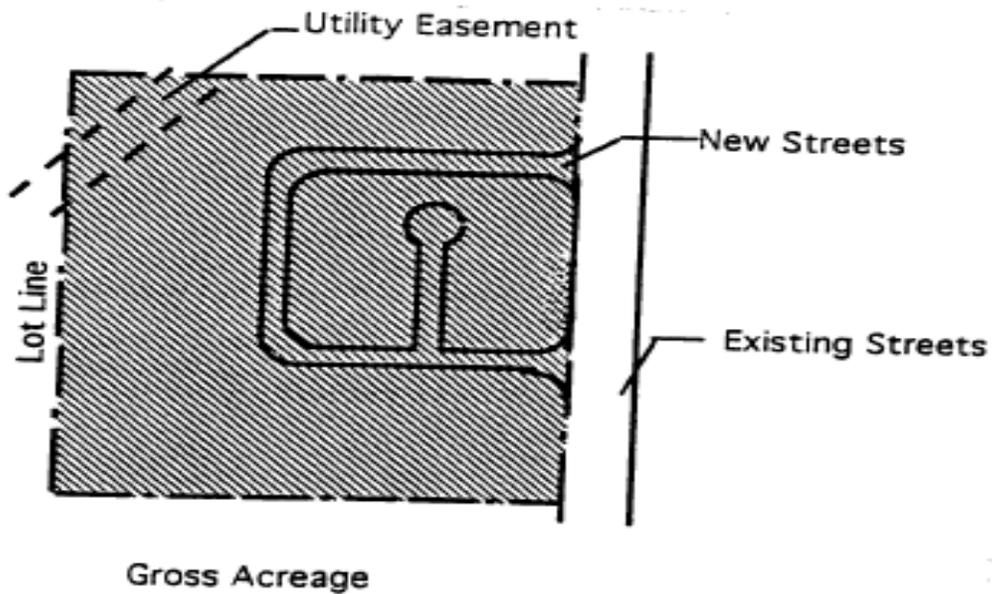
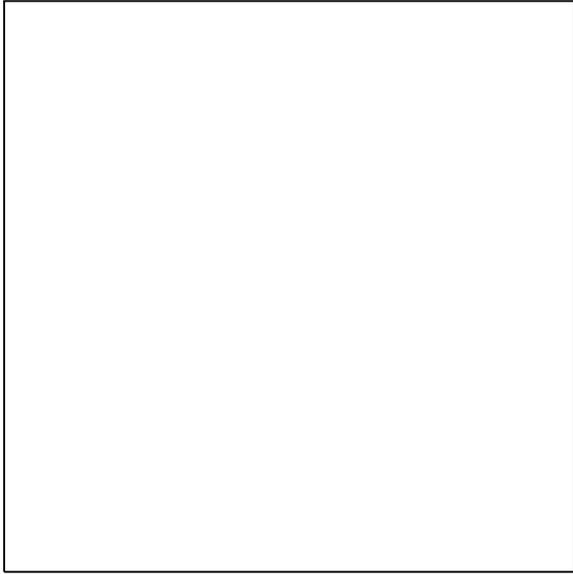
Frontage, Building. "Building frontage" means that exterior building wall of a ground floor business establishment on the side or sides of the building fronting and/or oriented toward a public street, highway or parkway. Building frontage shall be measured continuously along said building wall for the

entire length of the business establishment, including any portion thereof which is other than parallel to the remainder of the wall.



"Grade" (ground level) is the average of the finished ground level at the center of all walls of a building. In case walls are parallel to and within five feet of sidewalks, the above ground level shall be measured at the sidewalks.

"Gross acreage" means the total area within the boundary lines of a lot or parcel of land before public streets, easements, or other areas to be dedicated or reserved for public uses are deducted from such lot or parcel, and does not include adjacent lands already dedicated for such purposes.



[Ground-Mounted: Mounted to a pole, monopole, tower, or other freestanding structure specifically constructed for the purpose of supporting an antenna.](#)

"Guest house" means living facilities having no kitchen or cooking facilities, located on the same premises with the main building, which is provided for the sole use of family members, temporary guests, or persons permanently employed on the premises. The guest house shall be either attached or detached with a separate entrance and the floor area is limited to 500 square feet. The structure shall comply with all yard, coverage and other provisions of the title for the main dwelling unit and may not be rented. (See definition for "detached living quarters.")

"Guest ranch" means any property operated as a ranch which offers guest rooms for rent or hire and which has outdoor recreational facilities such as horseback riding, swimming or hiking.

"Guest room" means one habitable room with facilities for sleeping and sanitation which does not contain a kitchen, kitchenette, cooking facilities or cooking appliance(s) (the term "cooking appliance" does not include coffee pots or refrigerators) and is designed, intended to be used, or used as temporary sleeping accommodations for any person.

"Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment; or as this definition is hereafter amended by the state of California.

["Health facility" means a facility, place, or building that is organized, maintained, and operated for the diagnosis, care, prevention, and treatment of human illness, physical or mental, including convalescence and rehabilitation and including care during and after pregnancy, or for any one or more of these purposes, for one or more persons, to which the persons are admitted for a 24-hour stay or longer, and include those facilities types defined in 1250 of the Health and Safety Code.](#)

"Health retreat" means any use providing a preventive and rehabilitative health care program on a live-in basis and offering dietary education and control as well as physical therapy including gymnasium and other exercise equipment, solariums, yoga, swimming and outdoor recreational activities. "Health retreat" shall not include hospital, medical office or clinic or nudist camp.

"Heavy equipment" means bulldozers, graders, tractors, plows, cultivators, and similar earthmoving or farming vehicles and tools, and trucks designed to pull detachable trailers and the trailers they pull.

"Heavy equipment training school" means a lot or parcel of land used to train operators in the use of earth-moving and construction equipment including motor graders, bulldozers, rollers, earth-movers, cable and hydraulic shovels, front loaders, drilling equipment, pile drivers, standing and truck cranes, fork lifts, welders and similar equipment.

"Height" means the vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitch or hip roof. In calculating the height, roof structures which comply with the provisions of Chapter 36 of the Building Code, Ordinance No. 2225, shall not be considered.

"Heliport" means any helicopter landing area used, designed or intended to be used for the receiving or discharging of passengers and cargo and shall include any appurtenant facilities for passengers, cargo, or for the servicing, repair, shelter or storage of helicopters.

"Helistop" means any helicopter landing area used, designed or intended to be used for the receiving or discharging of passengers and cargo but shall not include other appurtenant facilities permitted at a heliport other than a shelter for passengers.

"Highway line" means the ultimate right-of-way established for a regional, primary, secondary, or other arterial street or any other street by the general plan, by this title, or by Title 16 of this code. Such line is coterminous with the lot line on property adjoining a fully widened arterial or other street.

"Hog ranch" means any premises where 3 or more weaned hogs are maintained.

"Home occupation" means a use conducted for monetary gain within the boundaries of one's property, which use is incidental and secondary to the use of the property for residential purposes, and does not change the residential character or appearance of the dwelling, or adversely affect the uses permitted in the residential zone. These provisions do not apply to uses which are permitted as a matter of course within residential zones.

"Hospital" means any institution, place, building or agency licensed by the Departments of Public Health or Mental Hygiene of the state of California, which maintains and operates organized facilities for the diagnosis, care and treatment of human illness, including care during and after pregnancy. Hospital includes sanitarium, sanatorium, maternity home and convalescent hospital.

Hospital, Small Animal. "Small animal hospital" means any facility providing medical or surgical treatment, clipping, bathing, or other services, including incidental boarding to dogs, cats and other small animals.

"Hotel" means any building containing 6 or more completely furnished guest rooms or dwelling units, the majority of which have an entrance directly from an inside corridor, with automobile parking spaces provided on the lot or parcel of land for such guest rooms or dwelling units as required therefor, and such guest rooms or dwelling units are designed, intended to be used, or used for temporary sleeping purposes by registered guests. No hotel shall be allowed to have more than 40% of its total gross floor area devoted to dwelling units. (See definition of "dwelling unit.")

Household Appliance, Large. "Large household appliance" means a tool or machine designed for a particular household use, which is operated by gas or electricity. A large household appliance includes stoves, furnaces, refrigerators, washers, dryers, and similar devices of like size.

"Junk and salvage" means old, secondhand or scrap ferrous and nonferrous metals, paper and paper products including roofing and tar paper, cloth and clothing, wood and wood products, manufactured rubber products, rope, manufactured plastic products, paint, manufactured clay and porcelain products, trash, and similar materials, and shall include dismantled machinery, equipment and parts. Junk and salvage shall also include the baling of cardboard boxes, paper and paper cartons.

"Junk and salvage yard" means any premises, establishment or place of business which is maintained, operated or used for storing, keeping, buying, selling or dismantling of junk and salvage.

"Kitchen" means any room, all or part of which is designed and used for the storage, refrigeration, cooking and preparation of food.

"Land reclamation project" means a project established to restore otherwise unsuitable land to useful purposes through the use of fill materials such as rubbish, waste, excluding sludge or biosolid materials, soil and other unwanted materials. "Land reclamation project" shall include a dump or waste disposal facility.

"Landscape maintenance" means the regular, periodic care that is necessary to keep landscaped areas active and healthy and shall include but not be limited to weed and trash removal, cultivation, irrigation, fertilizing, pruning and replacement of damaged, dying or dead plants with the approved species.

"Landscaping" means the preparation of the ground and the subsequent planting of trees, shrubs, vines, ground cover, flowers, or lawns singly or in combination with each other. In addition, the combination or design may include natural features such as rock or stone and structural features including but not limited to fountains, sculpture, walls, fences, and street furniture.

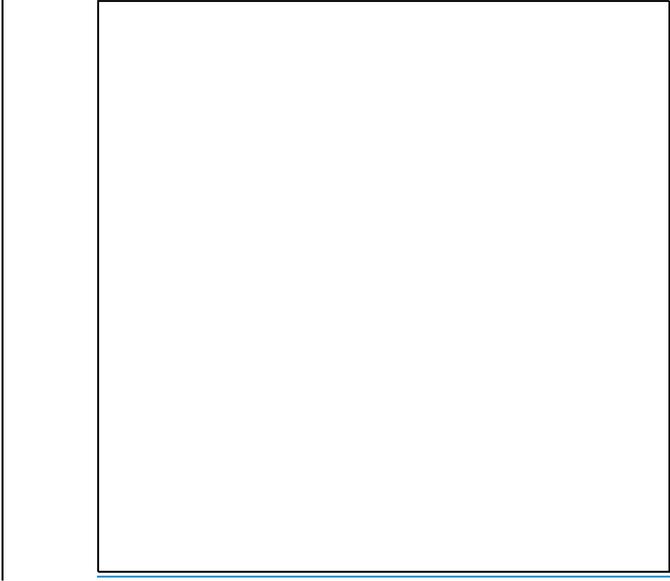
"Lodger" means a person who occupies a rented room in the house of another.

~~"Long-term health care facility" means any facility licensed in accordance with state law that is any of the following: skilled nursing facility, intermediate care facility, intermediate care facility/developmentally disabled, intermediate care facility/developmentally disabled habilitative, intermediate care facility/developmentally disabled-nursing, nursing facility, pediatric day health and respite care facility. This definition does not include a general acute care hospital or an acute psychiatric hospital, except for that distinct part of the hospital that provides skilled nursing facility, intermediate care facility or pediatric day health and respite care facility services.~~

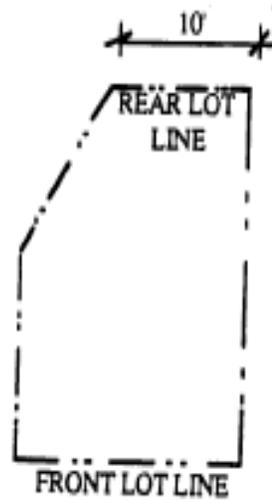
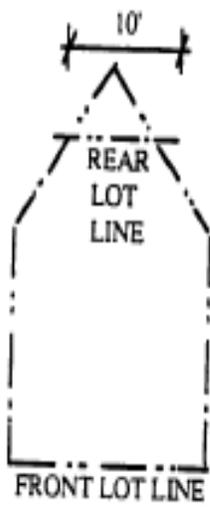
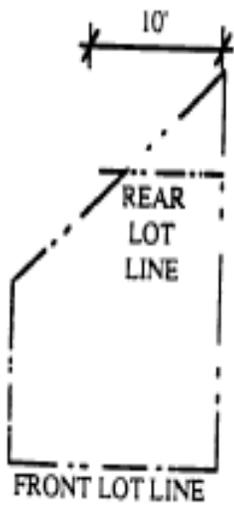
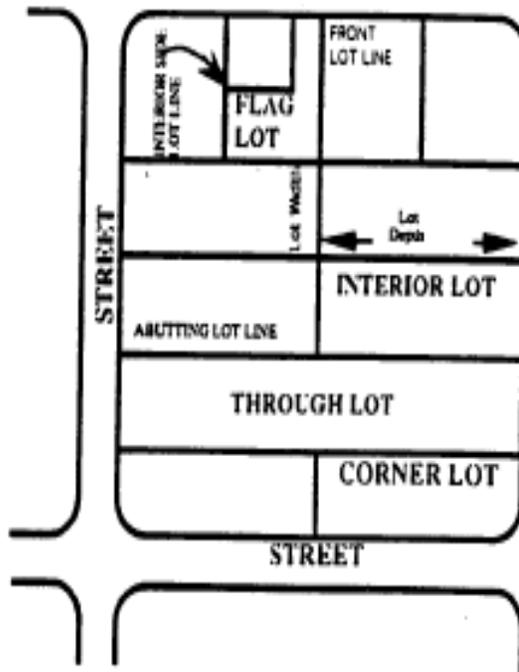
Lot, Corner. "Corner lot" means a lot or parcel of land situated at the intersection of two or more parkways, highways or streets, which parkways, highways or streets have an angle of intersection measured within said lot or parcel of land of not more than 135 degrees.

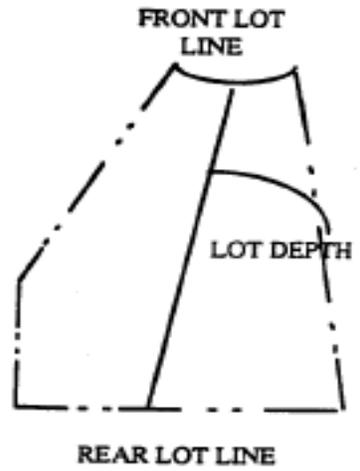
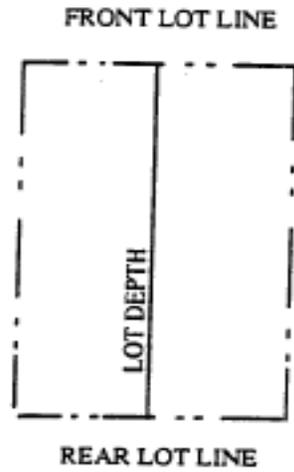
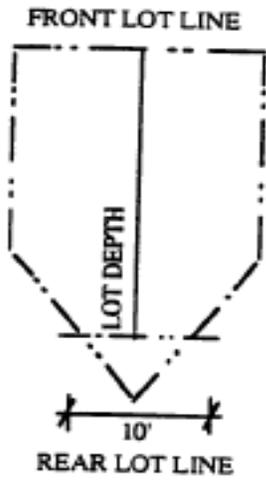
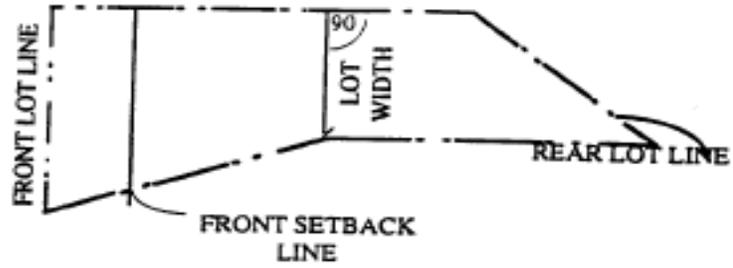
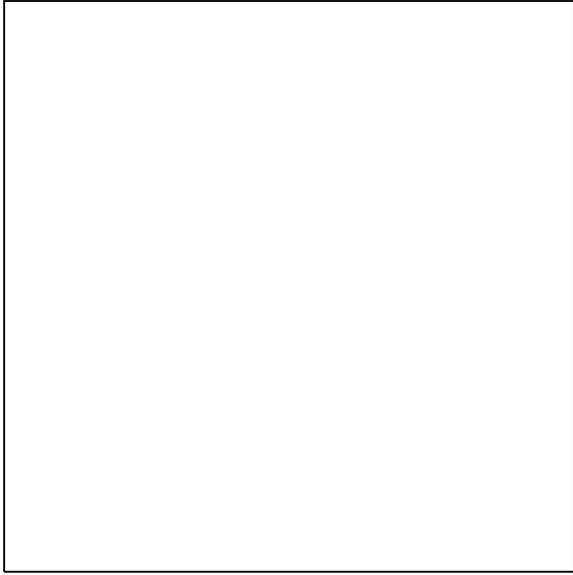
"Lot coverage" means the total horizontal area of a lot, parcel or building site covered by any building which extends more than 3 feet above the surface of the ground and including any covered vehicular parking spaces.

"Lot depth" means the horizontal distance from the highway line to the rear lot line of the lot or parcel of land, measured from the midpoint of the highway line, where it fronts the lot, to the midpoint of the rear lot line. (See also the definition of "highway line.")



Lot Diagram.





"Lot line" means a boundary line of a lot or of a parcel of land.

Lot Line, Front. "Front lot line" means a line separating the front yard from the parkway, highway or street upon which the yard fronts or, in the case of a flag lot where the front yard is oriented toward an adjoining lot, the line separating such front yard from said adjoining lot.

Lot Line, Rear. "Rear lot line" means a lot line which is opposite and most distant from the front lot line. For a triangular or gore-shaped lot, the rear lot line shall mean a line 10 feet in length within the lot which is parallel to the front lot line, or parallel to the chord of a curved front lot line, and at the maximum distance from the front lot line.

Lot Line, Side. "Side lot line" means any lot boundary line which is not a front lot line or a rear lot line.

Lot, Through. A "through lot" means a lot having frontage on two parallel or approximately parallel parkways, highways and/or streets.

"Lot width" means the horizontal distance between side lot lines as measured at a right angle from the midpoint of a straight line drawn in accordance with the definition of "lot depth."

"Low and very low income households" means income limits published by the State Department of Housing and Community Development. This definition applies to both for-rent and for-sale housing.

"Major highway" means a major highway or primary arterial designated on the circulation element of the general plan.

"Major wireless telecommunication facilities" means self-supporting, ground mounted facilities that exceed the maximum allowable height in the zone in which they are located. These facilities require Federal Communications Commission and Federal Aviation Administration review. The design of these structures shall best match the background color scheme as seen from the primary roadways adjacent to the site. Ground mounted cabinetry shall complement the adjacent buildings in color and material treatment. Typical major wireless telecommunication facilities include ~~paging and~~ data transfer services or personal communication services (PCS), and cellular telephone towers.

"May" is permissive.

"Microwave station" means a building housing equipment necessary for the receiving, amplifying or transmitting of microwave signals, including necessary antenna systems, along a communications route or system which employs microwave frequencies assigned by the Federal Communications Commission.

"Ministorage warehouse" means a warehouse and associated office and/or residence designed and intended to serve the storage needs of a variety of users from individuals to businesses on a rental basis.

"Mini wireless telecommunication facilities" means accessory structures attached to roof tops or buildings as an accessory or complementary use to the primary land use on the site. These structures do not exceed 10% of the height of the buildings on which they are mounted and must be fully enclosed or designed in a way that is consistent with the architectural design of the buildings on-site. Typical uses of mini wireless telecommunication facilities include building to building communications, local dispatch facilities, and small satellite communications facilities.

"Minor wireless telecommunication facilities" means freestanding structures essential to the primary use of the property and which do not exceed the height limit in the zone in which they are located. The structure can be roof or building mounted or solely ground mounted and be consistent with the design of the existing buildings on-site. Typical minor wireless telecommunication facilities include radio and television towers, regional dispatch facilities, and larger satellite communications facilities.

"Mixed use development" means the development of two or more land uses including, but not limited to a combination of residential, commercial or industrial uses on a single parcel of land or in a physically integrated group of structures.

"Mobilehome" means either of the following:

1. A structure transportable under permit in one or more sections, designed and equipped to contain not more than two dwelling units to be used with or without a foundation system; or
2. A structure transportable under permit in one or more sections, designed to be used with a foundation system for any of the following purposes:
 - a. Three or more dwelling units, as defined in Section 18003.3 of the Health and Safety Code,
 - b. A dormitory. A dormitory shall mean a room or rooms inhabited for the purposes of temporary residence by two or more persons,
 - c. A residential hotel, as defined in Section 50519 of the Health and Safety Code,
 - d. Efficiency units, as defined in Section 17958.1 of the Health and Safety Code.

Mobilehome does not include a recreational vehicle, commercial coach, or factory-built housing as defined in Section 19971 of the Health and Safety Code. The handicap accessibility and adaptability requirements of Title 24 of the California Code of Regulations applicable to dormitories, hotels and apartment houses shall be applicable to mobilehomes constructed for those purposes.

"Mobilehome lot" means a lot created through the approval of a mobilehome subdivision by the city.

"Mobilehome park" means any area or tract of land where two or more mobilehome spaces are rented or leased or held out for rent or lease to accommodate manufactured homes or mobilehomes used for human habitation as defined in Section 18211 of the Health and Safety Code.

"Mobilehome space" means an area of land within a mobilehome park designed for the accommodation of one mobilehome which is rented or leased by the owner or occupant of a mobilehome for placing a mobilehome thereon for residential purposes.

"Mobilehome subdivision" means the division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units into lots, for the purpose of sale of such lots, for use as individually owned sites for the installation of mobilehomes on foundation systems.

"Mobile recycling unit" means an automobile, truck, trailer or van, licensed by the department of motor vehicles which is used for the collection of recyclable materials. A mobile recycling unit also means the bins, boxes or containers transported by trucks, vans or trailers, and used for the collection of recyclable materials.

"Model home" means a dwelling unit which is constructed upon a proposed or recorded lot in a subdivision for which a tentative map has been approved or a final map recorded, and which is intended to be temporarily utilized as an example of a dwelling unit which has been, or is proposed to be, built in the same or similar subdivision or within a three mile city radius of the approval location. The number of model homes in a subdivision shall not exceed the number of separate and distinct floor plans offered by the developer. (A reverse or mirror image of an offered floor plan shall not be considered as a separate floor plan.)

"Model studio" means:

1. Any premises on which there is conducted the business of furnishing figure models who pose for the purpose of being observed or viewed by any person or of being sketched, painted, drawn, sculptured, photographed, or otherwise similarly depicted for persons who pay a fee or other consideration or compensation or a gratuity for the right or opportunity so to depict the figure model, or for admission to or for permission to remain upon or as a condition of remaining upon the premises; and/or
2. Any premises where there is conducted the business of furnishing or providing or procuring for a fee or other consideration or compensation or gratuity, figure models to be observed or viewed by any persons or to be sketched, painted, drawn, sculptured, photographed, or otherwise similarly depicted.

[Monopole: A structure composed of a single spire, pole, or tower used to support antennas or related equipment.](#)

"Motel" means a single building or group of attached or detached buildings containing completely furnished guest rooms or dwelling units, the majority of which have a separate entrance directly from outside the building, with conveniently located automobile parking spaces provided on the lot or parcel of land for such rooms or dwelling units as required therefor, which are designed, intended to be used, or used wholly or in part for the accommodation of registered guests who are primarily transient automobile travelers. No motel shall be allowed to have more than 40% of its total gross floor area devoted to dwelling units. "Motel" shall also include auto courts, motor lodges and tourist courts. (See definition of "dwelling unit.")

[Mounted: Attached or supported.](#)

"Multiple-family project" means a building, or a portion of a building designed or used for occupancy by three or more families, living independently of each other and containing three or more dwelling units.

"Nightclub" means a place of entertainment, typically open at night, usually serving food and/or alcoholic beverages, which may have a floor show and/or offer live or recorded entertainment or music and/or space for dancing. A use that contains these operational characteristics shall be deemed a nightclub even if alcoholic beverages are not served.

["Nodes" means a connection point, redistribution point, or communication endpoint \(e.g., data terminal equipment\) within a telecommunications network.](#)

"Nonconforming building or structure" means, unless otherwise specified by this title, any building or structure that was lawfully established and in compliance with all applicable ordinances and laws at the time this title or any amendment thereto became effective, but which, due to the application of this title or any amendment thereto, no longer complies with all the applicable regulations and standards of development in the zone in which it is located.

"Nonconforming use" means any use of land or property that was lawfully established and in compliance with all applicable ordinances and laws at the time this title or any amendment thereto became effective, but which due to the application of this title or any amendment thereto, no longer complies with all of the applicable regulations and standards of the zone in which it is located.

"Nudist camp" means any place where three or more persons not all members of the same family congregate, assemble, associate or engage in any activity while without clothing or covering or with partial clothing or covering but with any pubic area or any portion of the crease of the buttocks exposed in the presence of others or of each other, other than an occasional gathering in, or on the premises of a private home. Nudist camp includes growth center.

"Nuisance" means everything that endangers life, the public health, safety and welfare, gives offense to the senses, violates the laws of decency, or obstructs the reasonable and comfortable use of property by the owner or the occupant.

"Oath" means and includes affirmation.

"Open space" means space upon the land which is unoccupied by buildings, driveways and parking areas.

Open Space, Private. "Private open space" means open space which is intended for the exclusive use of the owner or tenant of a dwelling unit, which abuts said dwelling unit and is bounded by a wall, fence or landscaping on at least two sides, and may include a patio or balcony (covered or uncovered).

Open Space, Public. "Public open space" means open space which is available for use by the public at large.

Open Space, Usable Common. "Usable common open space" means open space which is available for use by all residents of the development and which is landscaped with lawns, trees and shrubs, and may contain paved walkways, patios, swimming pools, and similar improvements. Such open space shall have no dimension thereof less than 10 feet and area thereof not less than 200 square feet. All usable common open space shall be exclusive of required yards.

"Ordinance" means an ordinance of the city of Lancaster.

"Outdoor festival" means any music festival, dance festival, rock festival or similar musical activity to which both of the following apply:

1. Attendance by more than 500 persons is desired or may reasonably be expected; and
2. The festival will be held at any place other than in a permanent building or permanent installation which has been constructed for the purpose of or is so constructed that it can be used for conducting such activities.

It is immaterial whether music will be provided by paid or professional, or amateur performers or by prerecorded means; or whether admission is to be charged.

"Outside display" means the placement of goods, equipment, merchandise or exhibits at a location visible to the public view, other than within a building.

"Outside storage" means the storage of goods, equipment or materials outside of a building for any purpose other than outside display.

"Parcel of land" means a contiguous quantity of land, owned by, or recorded as the property of the same claimant or person, or in the possession of the same claimant or person pursuant to a recorded lease with a term of not less than 20 years.

"Pawnshop" means an establishment where a pawnbroker loans money on the security of personal property which is pledged in his keeping.

"Person" means any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, syndicate, county, city and county, municipality, district or other political subdivision, or any other group or combination acting as a unit.

[-Personal Communication Service: Digital low-power, high-frequency commercial wireless radio communication technology that has the capacity for multiple communication services and the routing of calls to individuals, regardless of location.](#)

"Pest control operator" means a person who engages in the business of eradicating or controlling any pest which is or is liable to be dangerous or detrimental to agriculture by the application of any substance, method or device, or who engages in the business of preventing, destroying, repelling, mitigating or correcting any disorder of plants by the same means or both. "Pest control operator" does not include a person engaged in the business of termite eradication or control.

Plot Plan. Whenever this title refers to a "plot plan" or "plan" it shall be construed to mean a site plan.

"Pool hall" means any entertainment establishment which has more than four pool tables or in which more than 50% of the gross floor area is devoted to pool tables and the space required to use such tables.

"Portable sign" means a freestanding sign not permanently affixed, anchored or secured to either the ground or a structure on the premises it occupies.

"Pot-bellied pig" means a pig classified as *Sus scrofa jubatus* Muller, or *Sus scrofa (cristatus) vittatus*, as commonly referred to as a Vietnamese pot-bellied pig, which stands no higher than 20 inches at the shoulder and is no longer than 40 inches from the tip of the head to the end of the buttocks, and weighs no more than 120 pounds. When such animals are located in an R zone they shall be registered with a nationally recognized registry as one of the above species of pot-bellied pigs and considered as pets.

"Premises" means any lot or lots and the buildings, structures, or other improvements located thereon.

"Principal use" means a primary or dominant use established, or proposed to be established, on a lot or parcel of land.

"Private property" means any property other than public property.

"Project grading" means any excavation or fill or combination thereof, necessary and incidental to impending building construction or other lawful development of the premises. Impending building construction or other development as used in this section shall mean the initiation of such construction or development within one year of the date of application.

"Property line" means lot line.

"Pro shop" means an incidental commercial use operated in conjunction with, and on the same premises as a principal recreational use, which offers for retail sale sporting equipment and supplies customarily utilized in participating in such recreational activity. "Pro shop" does not include a general sporting goods store.

"Public property" means any real or personal property in which the city or any other governmental entity or any publicly regulated utility company possesses an ownership interest. Public property shall include, without limitation, any street, sidewalk, curb, curbstone, street lamp post, hydrant, tree, tree stake or guard, railroad trestle, electric light, power, telephone or telegraph system, any lighting system, public bridge or wall, drinking fountain, life preserver, lifesaving equipment, street sign, traffic sign or signal, street median, public park, or other publicly owned property or structure.

"Public utility service center" means any buildings or premises used for the administration of public utility repair, maintenance and installation crews including parking for vehicles, not to exceed 2 tons rated capacity, but not including warehouses or storage yards.

"Public utility service yard" means any buildings or premises used for the office, warehouse, storage yard, or maintenance garage of a public utility including microwave repeater stations when incorporated as a part of the service yard use.

"Quarry" means any place on a lot or parcel of land where dirt, soil, sand, gravel, rock, clay, decomposed granite, or other similar material is removed by excavation or otherwise. Quarry shall include mining operations for the removal of ores, precious stones, or other solid materials but shall not include project grading.

Recreation Club, Commercial. "Commercial recreation club" means a commercial enterprise offering the use of outdoor recreational facilities to the public.

Recreation Club, Private. "Private recreation club" means an association of persons who are bona fide members, paying regular dues, and organized to provide outdoor recreational facilities for members and their guests but not including an association organized primarily to render a service customarily carried on as a commercial enterprise.

Recreation Facilities, Neighborhood. "Neighborhood recreation facilities" means outdoor recreation facilities established by an association of persons who are bona fide members and operate as a nonprofit corporation to provide outdoor recreation facilities for residents in the immediate vicinity and their guests. Such facilities may include a clubhouse, changing rooms and similar subordinate facilities in conjunction with the outdoor recreation activity but shall not include a restaurant, bar or pro shop.

"Recreational trailer park" means any area or tract of land, within an area zoned for recreational use, where one or more lots are rented or leased or held out for rent or lease to owners or users of recreational vehicles or tents and which is occupied for temporary purposes.

"Recreational vehicle" means a motor home, travel trailer, truck camper or camping trailer, with or without motive power, designed for human habitation for recreational or emergency occupancy as defined in Section 18010 of the Health and Safety Code.

"Recyclable material" means reusable material including but not limited to metals, glass, plastic and paper, which are intended for reuse, remanufacture, or reconstitution for the purpose of using the altered form. Recyclable material does not include refuse or hazardous materials. Recyclable material may include used motor oil collected and transported in accordance with Section 25250.11 and 25143.2(b)(4) of the California Health and Safety Code.

"Recycling facility" means a center for the collection and/or processing of recyclable materials. A "certified recycling facility" or "certified processor" means a recycling facility certified by the California Department of Conservation as meeting the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1986. A recycling facility does not include storage containers or processing activity located on the premises of a residential, commercial or manufacturing use and used solely for the recycling of material generated by that residential property, business or manufacturer. Recycling facilities may include the following:

1. Collection Facility. A collection facility is a center for the acceptance by donation, redemption or purchase, of recyclable materials from the public. Such a facility does not use power-driven processing equipment except as indicated in Article VI of Chapter 17.40, Criteria and Standards for Recycling Facilities. Collection facilities may include the following:
 - a. Reverse vending machine(s);
 - b. Small collection facilities which occupy an area of not more than 500 square feet, and may include:
 - 1) A mobile unit,

- 2) Bulk reverse vending machines or a grouping of reverse vending machines occupying more than 50 square feet,
 - 3) Kiosk type units which may include permanent structures,
 - 4) Unattended containers placed for the donation of recyclable materials;
- c. Large collection facilities which may occupy an area of more than 500 square feet and may include permanent structures.
2. Processing Facility. A processing facility is a building or enclosed space used for the collection and processing of recyclable materials. "Processing" means the preparation of material for efficient shipment, or to an end-user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning and remanufacturing. Processing facilities include the following:
- a. A light processing facility occupies an area of under 45,000 square feet of gross collection, processing and storage area and has up to an average of 2 outbound truck shipments per day. Light processing facilities are limited to baling, briquetting, crushing, compacting, grinding, shredding and sorting of source-separated recyclable materials and repairing of reusable materials sufficient to qualify as a certified processing facility. A light processing facility shall not shred, compact or bale ferrous metals other than food and beverage containers.
 - b. A heavy processing facility is any processing facility other than a light processing facility.

"Redevelopment agency" means the redevelopment agency of the city of Lancaster.

Renovation, Exterior Façade. "Renovation, exterior façade" means a resurfacing of an existing building frontage so that the façade and signs are integrated into one unit.

"Required area" means:

1. The area of a lot which is shown as a part of a subdivision for purposes of sale, recorded as a final map or filed as a record of survey map approved as provided in the Subdivision Map Act or as provided in Ordinance No. 4478, entitled "Subdivision Ordinance," adopted March 19, 1945, except that where a parcel which otherwise would have been shown as one lot, is divided into two or more lots because of a city boundary line or a line between land the title to which was registered under the Land Title Law (Torrens Title) and land the title to which was not so registered, in which case "required area" means the area of such parcel; or
2. The area of a lot or parcel of land the right of possession of which, by virtue of a deed duly recorded, or by a recorded contract of sale, is vested in a person who neither owns nor has a right of possession of any contiguous parcel of property; provided, that the deed or contract of sale by which such right of possession was separated has been recorded prior to the adoption by the board of supervisors of the ordinance, which imposes the area requirements upon such lot or parcel of land; or
3. Minimum lot area is specified in the property development regulations of the zone. Required area shall not include the access strip of a flag lot extending from the main portion of the lot or parcel of land to the adjoining parkway, highway or street.
4. Where neither subsection 1, 2 or 3 applies, the required area is:
 - a. In the CPD zone the minimum lot area is 5,000 square feet.

5. A lot shown as such on a subdivision for the purpose of lease only does not have the required area unless it complies with subsection 2, 3 or 4 of this definition.

"Residence" means a building designed as a one-family dwelling unit or a two-family dwelling unit which complies with the current adopted U.B.C. ~~"Residential care facility for the elderly" means a housing arrangement chosen voluntarily by persons 60 years of age or over, or their authorized representative, where varying levels and intensities of care and supervision, protective supervision, or personal care are provided, based upon their varying needs, as determined in order to be admitted and to remain in the facility. Persons under 60 years of age with compatible needs may be allowed to be admitted or retained in a residential care facility for the elderly, as defined in Section 1569.2(k) of the Health and Safety Code.~~

~~"Residential facility" means any family home, group care facility, or similar facility for 24-hour nonmedical care of persons in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual, as defined in Section 1502(a)(1) of the Health and Safety Code.~~

"Reverse vending machine(s)" means an automated mechanical device which accepts at least one or more types of empty beverage containers including, but not limited to aluminum cans, glass and plastic bottles, and issues a cash refund or a redeemable credit slip with a value not less than the container's redemption value as determined by the state. A reverse vending machine may sort and process containers mechanically provided that the entire process is enclosed within the machine. In order to accept and temporarily store all 3 container types in a proportion commensurate with their relative redemption rates, and to meet the requirements of certification as a recycling facility, multiple grouping of reverse vending machines may be necessary. A bulk reverse vending machine is a reverse vending machine that is larger than 50 square feet, is designed to accept more than one container at a time; and will pay by weight instead of by container.

Roof-Mounted: Mounted above the eave line of a building.

Room, Habitable. "Habitable room" means an enclosed subdivision in a building commonly used for sleeping, living, cooking or dining purposes, excluding closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage space, cellars, utility rooms, and similar spaces. For purposes of applying parking space requirements:

1. If any of the above excluded rooms or spaces equals or exceeds 90 square feet of superficial floor area and is capable of being used for living or sleeping purposes, such room or space shall be considered a habitable room; or
2. If any room or space equals or exceeds 150 square feet of superficial floor area and is so designed to be capable of being used for both cooking and living, living and sleeping, or cooking and sleeping purposes, such room or space shall be considered as 2 habitable rooms, except in a bachelor or efficiency apartment. Superficial floor area shall be measured as clear floor space, exclusive of fixed or built-in cabinets or appliances.

"Rooming house and boarding house" means a lodging house, or other building or structure maintained, advertised or held out to the public as a place where sleeping or rooming accommodations are furnished to the whole, or any part of the public whether with or without meals. Rooming house includes fraternity and sorority houses.

"Safety" means and includes a water supply for fire protection which complies with the requirements of Ordinance No. 7834 entitled "water ordinance," adopted August 2, 1960.

"Scenic highway" means a highway within the state scenic highway system of the state of California.

"Service provider" means an entity that has traditionally provided telephone and similar services. This includes incumbent local exchange carriers, competitive local exchange carriers, and mobile wireless communication companies. Examples include Verizon, AT & T, and Sprint.

"Scrap metal processing yard" means any establishment or place of business which is maintained, used or operated solely for the processing and preparing of scrap metals for remelting by steel mills and foundries.

"Second dwelling unit" means an additional dwelling unit on a lot or parcel which provides complete independent living facilities and may be rented. For the purposes of this title a granny house is considered a second dwelling unit.

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

"Senior citizens and handicapped persons housing development" means a multiple-family housing development maintained for the occupancy of the elderly in which not more than 10% of the occupants are under 62 years of age, or for handicapped persons whose disabilities seriously restrict operation of a motor vehicle.

"Senior mobilehome park" is a mobile home park in which at least 80% of the spaces are occupied by or intended for occupancy by at least one person who is 55 years of age or older, or in which 100% of the spaces are occupied or intended for occupancy by persons 62 years of age or older.

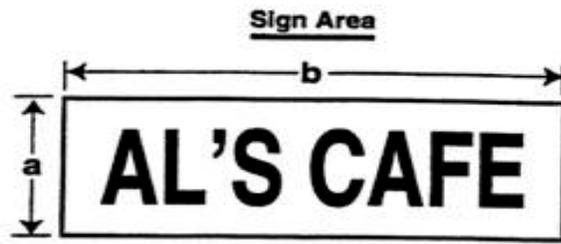
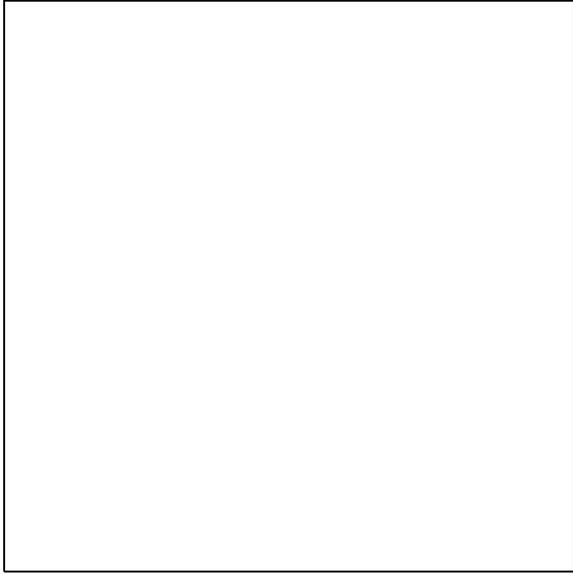
"Shadow plan" means a diagram of the total area likely to be shaded from the sun on December 21st by an object of given height and dimension.

"Shall" is mandatory.

"Shopping center" means a group of attached commercial buildings, with a common architectural theme, which is designed and intended to house retail commercial uses on a lot(s) or parcel(s) of land with a total net area of 2 acres or more which is planned, developed and managed as an operating unit including the provision of on-site common parking and access to serve each use and its customers.

"Sign" means any name, figure, character, outline, spectacle, display, delineation, announcement, advertising, billboard, signboard, device, appliance, or any other thing of similar nature to attract attention outdoors or on the face, wall or window of any building, and shall include all parts, portions, units and materials composing the same, together with the frame, background and support of anchorage therefor, as the case may be. Any sign authorized by this title is allowed to contain noncommercial copy in lieu of any other copy.

"Sign area" means the entire surface area, excluding all support structures, of a single-faced sign or the largest face of a sign having 2 or more faces.



**$a \times b = \text{sign area}$
of single face sign**

Sign, Business. "Business sign" means a sign directing attention to the principal business, profession or industry located upon the premises upon which the sign is displayed, to type of products sold, manufactured or assembled, or to services or entertainment offered on said premises.

Sign, Changeable Copy. "Changeable copy sign" means a sign which is characterized by manually changeable copy, letters, symbols or numerals.

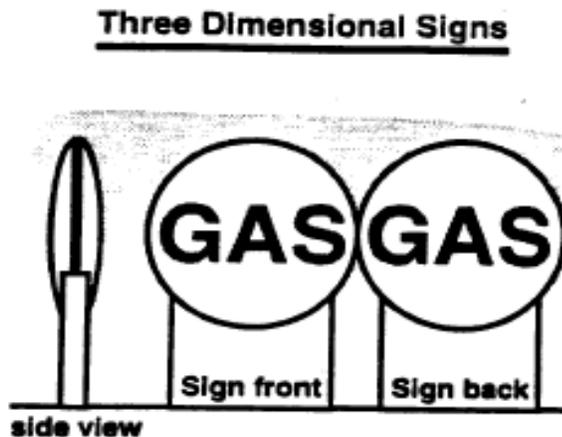
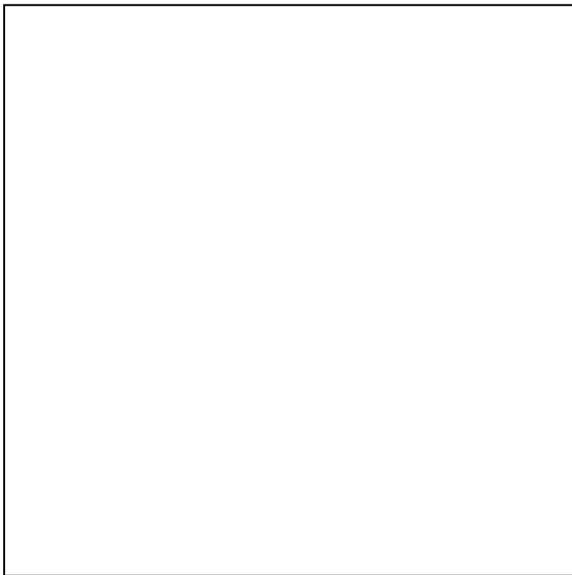
Sign, Civic Organization. "Civic organization sign" means a sign which contains the names of, or any other information regarding civic, fraternal or religious organizations located within an unincorporated community or city but which contains no other advertising matter

Sign, Community Identification. "Community identification sign" means a sign which contains the name of an unincorporated community or city of the county and appropriate travel directions but which contains no other advertising matter.

Sign, Construction. "Construction sign" means temporary sign denoting the architects, engineers, owners, lenders, contractors, future tenants and others associated with a construction project, but which contains no other advertising matter.

Sign, Directional and/or Informational. "Directional and/or informational sign" means a sign which indicates the route to, direction of, or location of a given goal, or which provides regulatory or service information of a nonadvertising character.

"Sign face" means that portion of a sign intended to be viewed from one direction at one time. Spherical, cylindrical, or other 3-dimensional signs not having conventional sign faces shall be considered to have 2 faces and the area of each sign face shall be computed from the smallest 3-dimensional geometrical shape or shapes which will best approximate the actual surface area of said faces.



Sign, Freestanding. "Freestanding sign" means a sign which is placed on the ground or has as its primary structural support one or more columns, poles, uprights or braces in or upon the ground. "Freestanding sign" includes ground, monument, pole and post signs.

Sign, Freeway-Oriented. "Freeway-oriented sign" means a sign oriented to be viewed primarily from an adjacent freeway which identifies a business engaged in the provision of food, lodging or motor vehicle fuel, and which is primarily dependent upon said freeway.

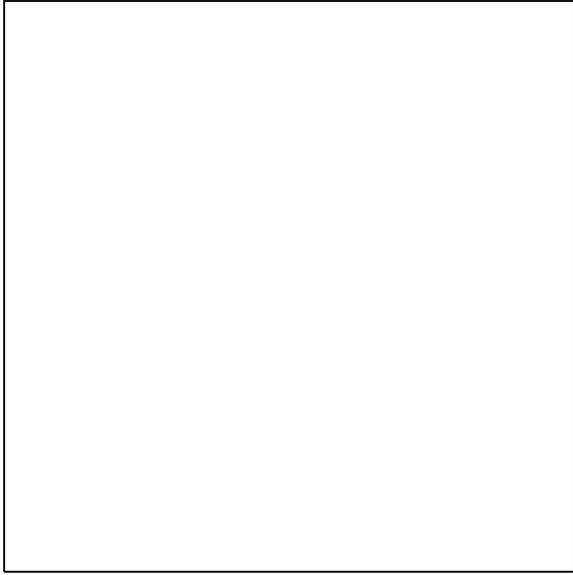
Sign, Fuel Pricing. "Fuel pricing sign" means a sign indicating, and limited to, the brand or trade name, method of sale, grade designation, and price per gallon of gasoline or other motor vehicle fuel offered for sale on the business premises; and such other information as may be required by county ordinance or state law.

Sign, Incidental Business. "Incidental business sign" means a business sign indicating credit cards accepted, trading stamps offered, trade affiliations and similar matters.

Sign, Lighted. "Lighted sign" means a sign which is illuminated by any source whether internal, external or indirect.

Sign, Marquee. "Marquee sign" means any sign painted on or affixed to the perimeter or border of a permanently roofed structure constructed as a part of a building and protruding over public or private sidewalks or rights-of-way. Such signs shall be considered wall signs for purposes of regulation.

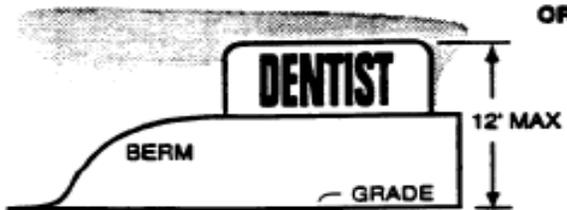
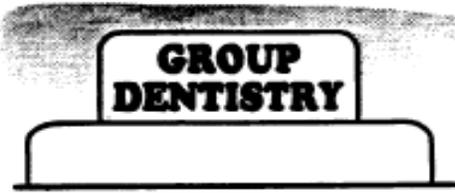
Sign, Monument. "Monument sign" means a freestanding sign which does not exceed 12 feet in height and is supported by an enclosed structure which has at least the same length and width as the sign face it supports.



Monument Sign

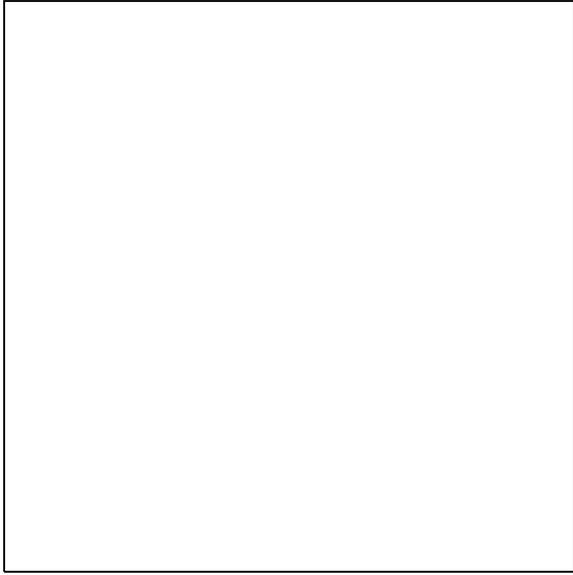


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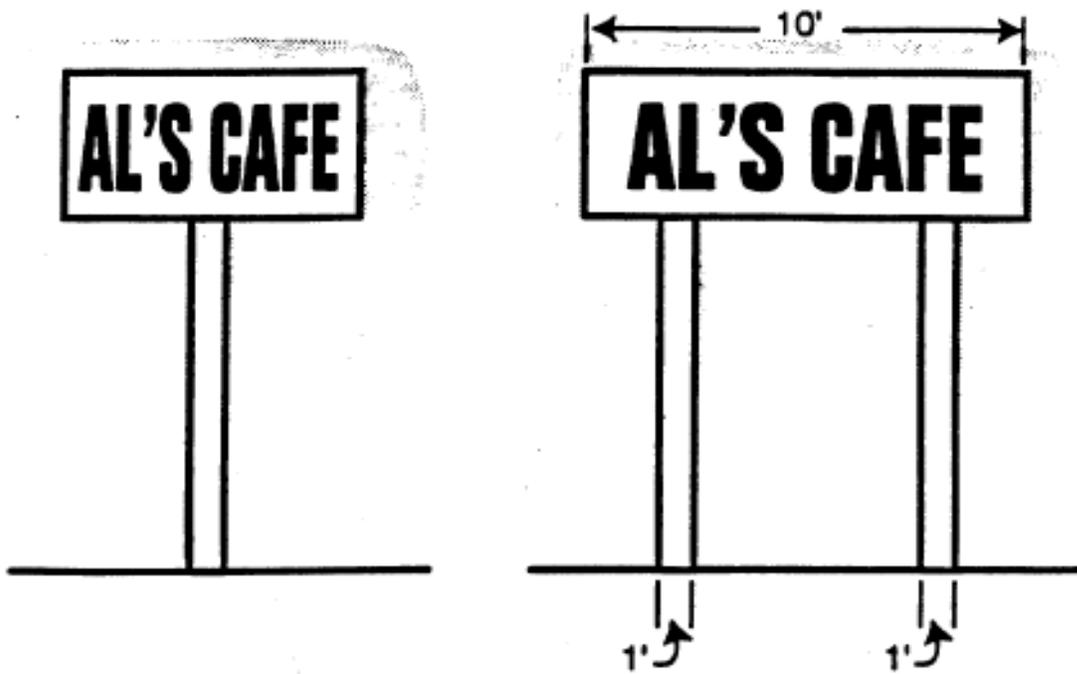


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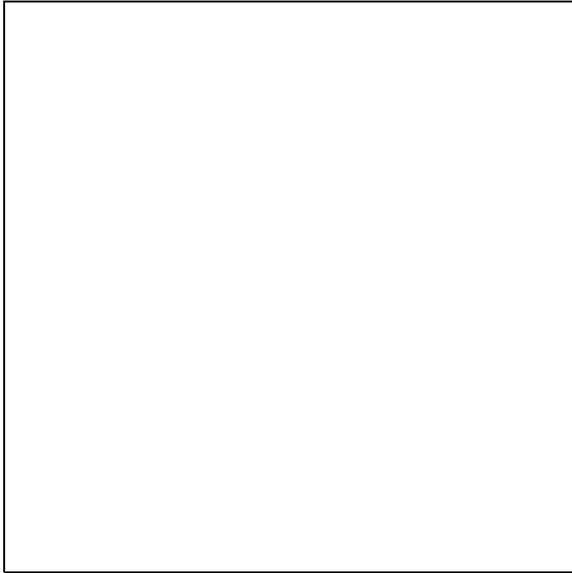




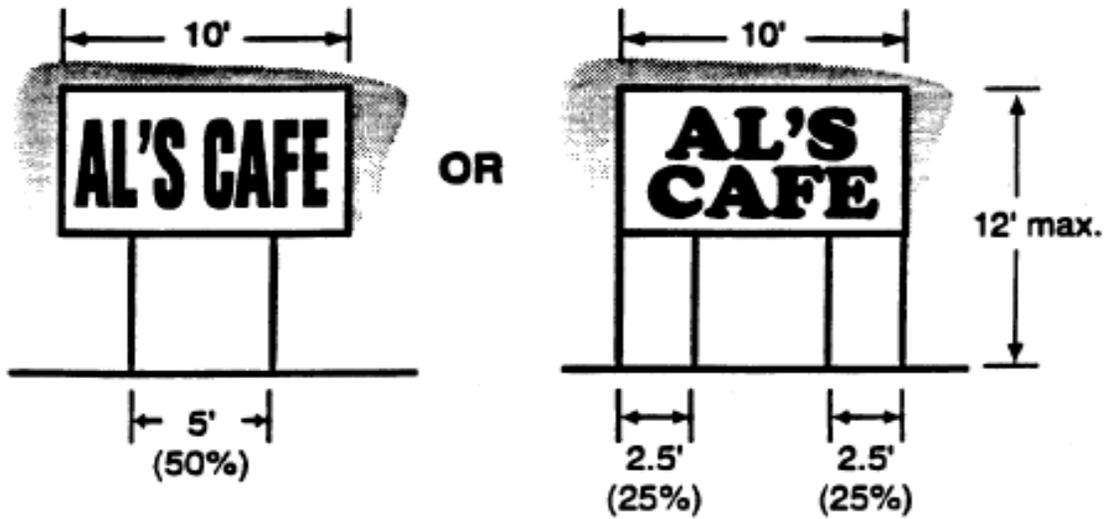
Pole Sign (Prohibited)



enclosed poles or uprights are used the sum of the 2 equal horizontal dimensions of the enclosures is not less than 50% of the maximum length of the sign face.



Post Sign



Sign, Revolving. "Revolving sign" means a sign or any portion thereof which rotates, moves or appears to move in some manner by mechanical, electrical, natural or other means.

Sign, Roof. "Roof sign" means any sign erected upon and wholly supported by the roof of any building or structure. "Roof sign" shall not include a wall sign affixed to the roof eaves or that portion of an actual or false roof varying less than 45 degrees from a vertical plane as provided by this title.

Sign, Sidewalk. "Sidewalk sign" means a temporary, portable sign typically near or upon a sidewalk.

"Sign structure" means a structure existing, erected or maintained to serve exclusively as a stand, frame or background for the support or display of signs.

Sign, Subdivision Directional. "Subdivision directional sign" means a temporary single-faced sign used for the purpose of providing travel directions to a subdivision development offered for public sale for the first time.

Sign, Subdivision Entry. "Entry subdivision sign" means a temporary sign which provides necessary travel directions to and within a subdivision offered for sale or lease for the first time but contains no other advertising matter.

Sign, Subdivision Kiosk. "Subdivision kiosk sign" means a sign erected for the purpose of providing directional information in a uniform manner to new residential developments offered for sale for the first time to the public. Said sign may identify multiple developments and shall contain no advertising information other than the name of the development and a directional arrow. Subdivision kiosk signs may also contain directional information to public facilities.

Sign, Subdivision Sales. "Subdivision sales sign" means a temporary sign which contains the name of, and information relating to, a subdivision being offered for sale or lease for the first time.

Sign, Subdivision Special-Feature. "Subdivision special-feature sign" means a temporary sign which contains a description of the features and related information pertaining to a model home complex in a subdivision offered for sale or lease for the first time.

Sign, Temporary. "Temporary sign" means any sign which is intended to be posted for a maximum period of one year. Temporary signs include, without limitation as to content, political campaign signs, garage sale signs, search lights, real estate—for sale, lease, rent, or open house signs, holiday decorations, and seasonal sales signs.

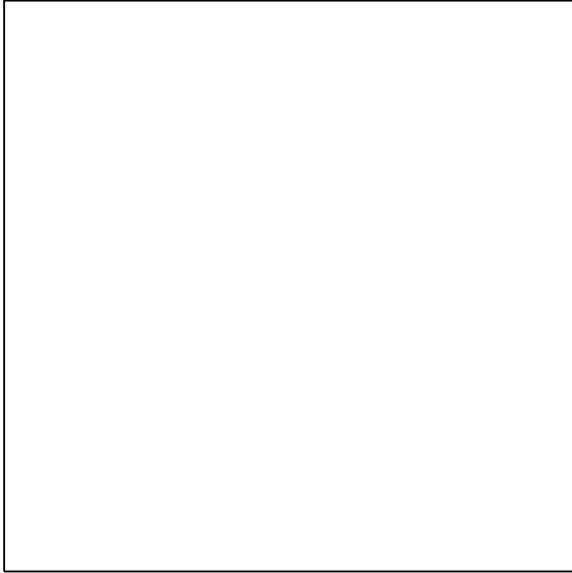
Sign, Temporary Personal Message. "Temporary personal message sign" means a sign which is of a temporary nature and which displays only personal, as opposed to commercial, messages from the resident owner or occupant of the residential premises. Such messages may include, but are not limited to, birth announcements, greeting for a birthday or anniversary, and other messages of a personal nature.

Sign, Temporary Window. "Temporary window sign" means any sign painted on a window or constructed of paper, cloth, canvas or other similar lightweight material, with or without frames, and affixed to the interior side of a window and displayed so as to call to the attention of persons outside the building a sale of merchandise or a change in the status of the business.

Sign, Time, Temperature and Public Service. "Time, temperature and public service sign" means a sign which uses any system to display the time of day and/or atmospheric temperature, and which may have the means to display a programmable electronic public service message. Electronic messages of an advertising nature are not permitted on such signs.

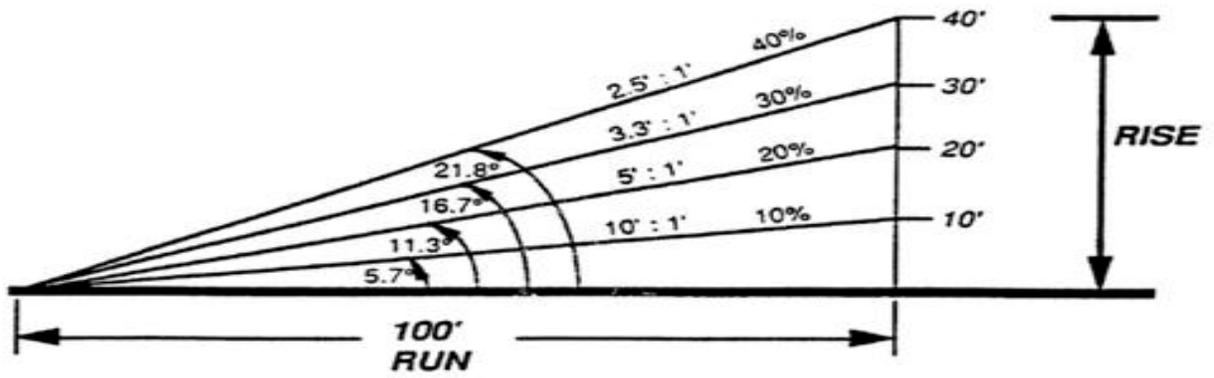
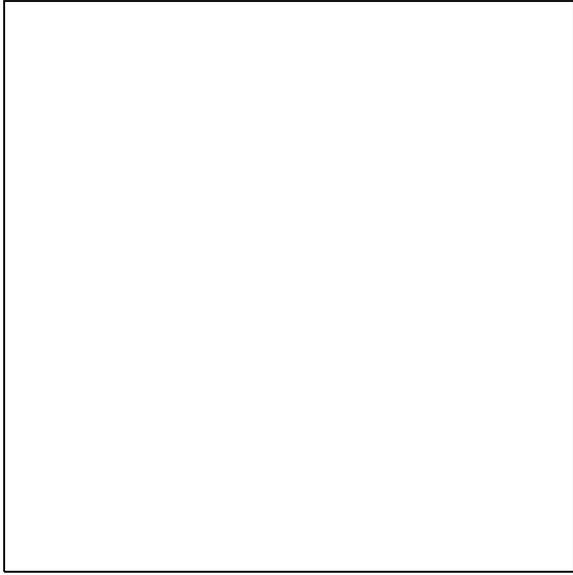
Sign, Under-Marquee. "Under-marquee sign" means any sign suspended from the underside of a permanently roofed structure constructed as part of a building and protruding over public rights-of-way or private sidewalks.

Sign, Wall or Wall-Mounted. "Wall or wall-mounted sign" means a sign, other than a roof sign, affixed to and wholly supported by a building in such a manner that its exposed face is approximately parallel to the plane of said building and is not projecting more than 18 inches from the building face or from a permanent roofed structure projecting therefrom.



Wall Sign





Special Use Permit. Whenever this title, or any case granted thereunder, refer to a "special permit" or a "special use permit" it shall be construed to mean a conditional use permit.

Stable, Boarding. "Stable, boarding" means a stable for the boarding of horses, mules or ponies for compensation.

Stable, Commercial. "Stable, commercial" means a stable which offers horses, mules or ponies for hire. Such stables may also offer training for such animals and/or riding instruction. Commercial stables may also board such animals for compensation.

"Stand" means a structure for the display and sale of products with no space for customers within the structure itself.

"Station" means the stopping place in a transportation system designed or intended to be used for the receiving or discharging of passengers and cargo, but shall not provide for the storage of the conveyance vehicle and shall not include any appurtenant facilities other than a shelter and ticketing facilities for passengers. Stations include train stations, bus stations, and similar transit stations.

"Stealth communication facilities" means wireless telecommunication facilities that may be over the height limit in the zone in which they are located, but are designed or camouflaged to blend into the surrounding background environment or be enclosed into the structure upon which they are mounted. Stealth facilities would not be recognizable as a wireless telecommunication device. Examples include wireless telecommunication facilities constructed within church steeples or towers, camouflaged by vegetation, or designed into the construction of other architectural building features.

"Story" is that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the roof above. Story includes a basement but not a cellar.

Street. See Section 16.04.060 of this code for definitions of the various types of streets.

"Structure" means anything construed or erected, which requires a fixed location on the ground, or is attached to something having a fixed location on the ground.

"Subdivision development" means a subdivision located wholly or partially within the city, a final map of which has been recorded prior to the date on which an application for a subdivision directional sign pursuant to the provisions of Section 17.40.220C has been filed.

"Subdivision directional sign base" means the base structure upon which subdivision directional signs are placed.

"Subdivision ordinance" means the subdivision ordinance of the city, codified as Title 16 of this code.

~~"Supportive housing," as defined in Health and Safety Code 50675.14(b), means housing with no limit on length of stay, that is occupied by the target population as defined in subdivision (d) of section 53260, and that is linked to on- or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.~~

~~"Target population" means adults with low income having one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for services provided under the Lanterman Developmental Disabilities Services Act (division 4.5 (commencing with section 4500) of the welfare and institutions code) and may, among other~~

~~populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, or homeless people.~~

"Telephone repeater station" means a building used for housing amplifying equipment along aerial or underground telephone cable routes.

[Temporary Wireless Communications Facility: A wireless communications facility that is kept portable or mobile and deployed while a permanent facility is under construction.](#)

"Terminal" means any facility designed or intended to be used for the receiving or discharging of passengers or cargo and providing for the temporary or permanent storage of the conveyance vehicle. Terminals include train terminals, airports, bus terminals, freight terminals, harbor terminals, or any combination of the above commonly referred to as multipurpose terminals.

"Theater" means an enclosed building used for public assembly and/or entertainment including sports events, theatrical performances, concerts and recitals, circuses, stock shows and conventions. "Theater" includes auditorium.

"Tower height" means the height of the actual tower plus one-half the rotor diameter on horizontal axis installations, and the distance from the base of the tower to the top of the unit on vertical axis installations.

~~"Transitional housing," as defined in Health and Safety Code 50675.2(h), means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months.~~

"Travel trailer" means a vehicle other than a motor vehicle which is designed for human habitation and which may be moved upon a public highway without a special permit or chauffeur's license.

"Travel trailer park" means any area or tract of land or a separate designated section within a mobilehome park where one or more lots are rented or leased or held out for rent or lease to owners or users of recreational vehicles used for travel or recreational purposes.

"Use" means and includes construction, establishment, maintenance, alteration, moving onto, enlargement and occupation. Wherever this title prohibits the use of any premises for any purposes, such premises and any building, structure or improvement on such premises shall not be used, occupied, altered or improved for such purpose, and no building, structure or improvement on such premises shall be erected, constructed, established, maintained, allowed to remain, altered, moved onto, or enlarged which is designed, arranged or intended to be occupied or used for such purpose.

Veterinary Clinic, Small Animal. "Small animal veterinary clinic" means any facility providing medical or surgical treatment, clipping, bathing and similar services to dogs, cats and other small animals, but excluding boarding or the keeping of animals on the premises other than those requiring emergency treatment or those recovering from anesthetic.

"Video game arcade" means any use where five or more coin-operated games of skill are kept and maintained for public use.

"Waste disposal facility" means any dump, transfer station, land reclamation project, incinerator except household incinerators and wood refuse to be burned in a suitable furnace, or other similar site or facility which is used or intended to be used for the transfer, salvage or disposal of rubbish, garbage or industrial waste. Waste disposal facilities do not stockpile, commercially compost, process, or handle sludge or biosolid materials.

"Wild animal" means any wild, exotic, dangerous or nondomestic animal, including but not limited to mammals, fowl, fish or reptiles.

"Wind energy conversion system" means a mechanism which is designed to utilize the natural movement of air as a means of generating electricity. The following terminology as it pertains to wind energy conversion systems is listed below:

"AWEA" means American Wind Energy Association.

"FAA" means Federal Aviation Administration.

"Guy wires" means wires or cables used in tension to support a tower.

"Non-commercial wind energy system ("NC-WES")" means a small wind energy system suitable for Rural Residential Zone (RR-1 and RR-2.5 only) meeting the requirements of Section 17.08.337, consisting of a wind turbine, tower, blades, associated controls and conversion electronics, which has a rated capacity that does not exceed the allowable rated capacity under the Emerging Renewables Fund of the Renewables Investment Plan administered by the California Energy Commission and which will be used primarily to reduce on-site consumption of utility power by converting mechanical energy into electricity.

"Tower" means the portion of the NC-WES upon which the wind turbine is mounted.

"Tower height" means the height above grade of the fixed portion of the tower measured from the ground to the top of the tower, excluding the wind turbine, blades and wind-measuring devices.

"USGS" means the United States Geological Survey.

[Utility Pole: Any pole or tower owned by any utility company that is primarily used to support wires or cables necessary to the provision of electrical or other utility services regulated by the California Public Utilities Commission.](#)

"Vertical axis wind turbine (VAWTS)" means a small scale, non-commercial vertical axis wind turbine system, designed with a vertical axis, suitable for residential zones consisting of a wind turbine, tower, blades, associated controls and conversion electronics, which has a rated capacity that does not exceed the allowable rated capacity under the Emerging Renewables Fund of the Renewables Investment Plan administered by the California Energy Commission and which will be used primarily to reduce on-site consumption of utility power by converting mechanical energy into electricity.

"Wind turbine" means a non-commercial small wind turbine consisting of a wind turbine generator and rotors, which has a rated capacity of not more than one hundred (100) kilowatts (kW) and which converts kinetic energy in wind into mechanical energy.

"Wireless telecommunications facility" means a land use facility supporting antennas whips, panels or microwave dishes that send or receive radio frequency signals. Wireless telecommunication facilities include the structures or towers and related equipment buildings or cabinetry supporting the facility and can be manned or unmanned. Wireless telecommunications do not include noncommercial communication facilities such as licensed amateur radio stations and standard radio and television receive-only antennas.

"Writing" means and includes any form of recorded message capable of comprehension by ordinary visual means. Whenever any notice, report, statement or record is required or authorized by this title, it shall be made in writing in the English language unless it is expressly provided otherwise.

"Yard" means an open space on the same lot or parcel of land, other than a court, unoccupied and unobstructed from the ground upward, except as otherwise permitted by this title.

Yard, Front. "Front yard" means a yard extending across the full width of the lot or parcel of land. The depth of a required front yard shall be a specified horizontal distance between the highway line of any arterial or other street on which the property fronts, and a line parallel thereto on the lot or parcel of land, except as otherwise provided for a flag lot in Section 17.08.170A. On corner lots the front yard shall be located across the narrower frontage of the lot. A yard shall not be deemed a front yard if there is no right of access of any kind, pedestrian or vehicular, from the adjoining arterial or other street.

Yard, Rear. "Rear yard" means a yard extending across the full width of the lot or parcel of land. The depth of the required rear yard shall be a specified horizontal distance between the rear lot line and a line parallel thereto on the lot or parcel of land.

Yard, Side, Corner. "Corner side yard" means a yard bounded by an arterial or other street, extending from the required front yard, or the highway line on which the property fronts where no front yard is required, to the required rear yard or to the rear lot line where no rear yard is required. The width of such required side yard shall be a specified horizontal distance between the highway line of the arterial or other street on which the property sides, and a line parallel thereto on the lot or parcel of land.

Yard, Side, Interior. "Interior side yard" means a yard extending from the required front yard, or the highway line on which the property fronts where no front yard is required, to the required rear yard or to the rear lot line where no rear yard is required on other than a corner side yard. The width of a required interior side yard shall be a specified horizontal distance between each such side lot line and a line parallel thereto on the lot or parcel of land.

Yard, Street Side. "Street side yard" means the same as corner side yard.

(Ord. 900 § 1, 2008; Ord. 896 § 1 (Exh. A §§ 1, 2), 2008; Ord. 862 § 1, 2006; Ord. 849 § 1 (Exh. A § 1), 2005; Ord. 758 § 1 (Exh. A § 1 (part)), 1999; Ord. 753 § 1 (Exh. A § 1 (part)), 1999; Ord. 713 § 1, 1995; Ord. 711 § 3, 1995; Ord. 681 §§ 1, 2, 1995; Ord. 663 § 1, 1994; Ord. 661 § 3, 1994; Ord. 651 § 3, 1993; prior zoning ord. §§ 120—120.25)

(Ord. No. 921, § 1, 6-9-09; Ord. No. 954, § 1, 12-14-2010; Or d. No. 989, §§ 2—5, 7, 4-9-2013)

17.08.050 - Uses and permit requirements.

Residential Zones — Uses Matrix			
USES P = permitted use / D = director's review C = conditional use / N/A = not allowed	ZONES		
	RR-2.5 RR-1 SRR	R-15,000 R-10,000 R-7,000	MDR HDR
A. Uses.			
Single-family house on individual lot	P	P	<u>DN/A</u>
Multi-family: 2 or 3 units	N/A	N/A	D
Multi-family: 4 or more units	N/A	N/A	P
Duplex on single-family corner lot in a new subdivision (minimum dimensions of 100' by 100')	N/A	P	N/A
Residential planned development (RPD)	C	C	C
<u>Health facility</u> ⁷ Assisted living facility/residential care facility	N/A	C [±]	<u>CP</u>
<u>Community care facility</u> Congregate living health facility (up to 6 beds) (six beds or fewer) ⁸	<u>PD</u>	<u>PD</u>	<u>PN/A</u>
Supportive and transitional housing (group homes)	P	P	P
Mobilehome on individual lot	<u>DP</u>	<u>DP</u>	<u>DN/A</u>
Mobilehome parks	Permitted in MHP zone only		
B. Accessory uses.			
Accessory structures/buildings (gazebos, sheds, etc.) <u>(Subject to Section 17.08.160)</u>	P	P	P
Swimming pools and pool equipment <u>(Subject to Section 17.08.160)</u>	P	P	P

Accessory dwelling unit (Subject to Section 17.08.240)	D	D	D N/A ²
Guest house (Subject to Section 17.08.230)	P	P	P N/A ²
Garage conversion (Subject to Section 17.08.220)	P	P	P N/A ²
Small family daycare (up to 7 children)	P	P	P N/A ²
Large family daycare (8 to 14 children) (Subject to Section 17.08.190)	D	D	P N/A ²
Home occupation/home office (Subject to Section 17.08.200)	P	P	P
Electric vehicle charging station (EVCS)	P	P	P
Non-commercial solar energy systems, including building and ground-mounted photo-voltaic (PV) panels	P	P	P
Non-commercial wind energy systems (NC-WES)	D	D	D
Vertical-axis wind turbines (VAWTs)	D	D	D
Cargo containers ³	P	N/A	N/A
Light agricultural uses ³	P	N/A	N/A
Carnivals ⁶	D	D	D
C. Temporary uses.			
Temporary mobilehome as residence during construction	D	D	N/A D
Real estate sales office in conjunction with new subdivision	D	D	D
Model homes in conjunction with new subdivision	D	D	D
Cargo containers (Subject to Section 17.08.170)	P	P	N/A
D. Other uses.			
Adult daycare or day health care	€	€	P

Animal boarding and training; kennels ⁴	C	N/A	N/A
Animal hospital ⁴	C	N/A	N/A
Arboretums and horticultural gardens	C	N/A	N/A
Churches	C	C	C
Colleges and universities	C	C	C
Commercial crop production	P	N/A	N/A
Commercial solar electrical generation facilities ⁴	C	N/A	N/A
Community gardens	D	D	D
Daycare center	C	C	C
Electric distribution substations	C	C	C
Equestrian center; commercial or boarding stables ³	C	N/A	N/A
Expansion of parking lot for institutional uses	D	D	D
Feed stores and related accessory uses ³	C	N/A	N/A
Gas metering and control stations	C	C	C
Golf courses and driving ranges, and accessory facilities	C	C	C
Land reclamation projects ⁴	C	N/A	N/A
Neighborhood wellness home	D	D	D
Parking lots as a transitional use	D	D	D
Radio and television stations and towers ³	C	N/A	N/A
Retail nurseries ³	C	N/A	N/A

Rooming and boarding houses	N/A	N/A	C
Schools, not including trade or commercial schools	C	C	C
Single-room occupancy (SRO) (Subject to 17.08.245)	N/A	N/A	D
Water reservoirs, pumping stations, tanks, wells, etc.	P	P	P
Wireless telecommunication facilities (stealth) ⁵	D	D	D
Wineries (minimum 10 gross acre lot)	C	N/A	N/A
Uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in these zones shall be subject to interpretation of the Director			

Notes:

¹ R-7,000 and R,10-000 zones only

² For ~~existing~~ single family homes in MDR and HDR zones, use [development standards](#) and permit requirements ~~consistent with urban residential single family zones~~ shall be determined by the ~~Development Services Director~~ [when compatible with existing and surrounding areas and adjacent would properties apply](#)

³ RR-1 and RR-2.5 zones only

⁴ RR-2.5 zones only

⁵ In conjunction with a non-residential use, such as a church, school, etc.

⁶ Subject to the provisions of Chapter 9.46.

⁷ [In accordance with Section 1250 of the Health and Safety Code](#)

⁸ [In accordance with Section 1520 of the Health and Safety Code](#)

(Ord. No. 989, § 1, 4-9-2013; Ord. No. 999, § 3, 8-26-2014)

17.08.340 - Residential Planned Development (RPD).

- A. Purpose and Intent. The purpose and intent of the residential planned development (RPD) is to allow for project designs that do not entirely meet the regulatory standards in this chapter, but do meet the design objectives of the general plan and design guidelines. The RPD promotes high-quality, well-planned developments with residential features and amenities beyond those typical of conventional development, including innovative site layout and design, high-quality architecture, enhanced pedestrian connections and provision of trails, parks and open space. The RPD also allows for project design that is sensitive to the unique physical characteristics of the site (such as clustering units to avoid development in flood-prone areas), ~~as well as infill scenarios,~~ or other circumstances that warrant special methods of development. The RPD would reduce developmental problems in hillside areas and preserve areas of natural scenic beauty through integrated planning and design, and unified control of development. It is further the purpose of this section to establish development standards for the RPD, ~~with the expectation that they~~ will result in a project that is superior to conventional development, in exchange for greater flexibility and intensification of land use.
- B. Applicability. These specific standards ~~s, as well as those listed in section 17.08.060, specific to infill residential lots, and section 17.08.080, pertaining to infill residential development,~~ are applicable for all residential planned developments in zones in which they are allowed subject to the granting of a conditional use permit.
- C. Standards. The following standards shall apply to all residential planned developments:
1. Area. The proposed development plan shall encompass a gross area of not less than the acreage specified below by the zone in which the property is located:

Zone	Minimum Area
RR, <u>SRR</u>	10 acres
R, MDR, HDR	5 acres

2. The proposed development plan for an area less than specified above may be considered ~~if the subject property is considered infill development or~~ when there is no effective way to develop the property under conventional standards.
3. Density. In an RPD, the number of dwelling units shall be within the density range for the subject property as specified by the zone. ~~For infill RPD, a developer may build up to eight residential units per acre on land zoned R-7,000, in accordance with the provisions of section 17.08.080 (infill residential development).~~
4. Type of Structures. Dwelling units may be single-family attached or detached structures, duplexes or multiple-family residential structures depending upon adjacent development and the compensating features of the development plan. The commission may approve places of public assembly, recreational buildings and accessory buildings if such facilities are for the primary use of persons residing within the planned development project and located so as not to be detrimental to adjacent properties.

5. RPD Development Standards. A builder shall adhere to the development standards as listed in section 17.08.060 and the design and performance standards listed in section 17.08.070, unless the builder proposes standards that will result in a more innovative and superior product, ~~and~~ makes the finding that the project will meet or exceed the design goals and objectives of the general plan and design guidelines; and include a custom development standard table as part of the application. ~~For infill RPD, the builder shall also adhere to the development standards listed in section 17.08.080.~~
6. Open Space and Trails. Open space, paseos and trails shall comprise not less than fifteen (15) percent of the net lot or parcel area exclusive of required yards, provided, however, that where the applicant submits evidence to the satisfaction of the commission that the particular development will contain compensatory characteristics which will provide as well or better for planned residential development within the intent of this section. ~~"Infill" RPDs that may not practically accommodate these open space features shall instead provide amenities in context of the surrounding environment, including enhanced pedestrian connections, pocket parks or tot lots, etc.~~ Subject to the approval of the commission, open space shall include one or more of the following designated uses or facilities for the use and enjoyment of all the occupants of the planned residential development or appropriate phase thereof:
 - a. Common open space developed for recreational purposes;
 - b. Areas of scenic or natural beauty forming a portion of the proposed development;
 - c. Present or future recreational areas of noncommercial nature including parks and playgrounds. Where specifically approved by the commission, green fees or similar charges related to use of a golf course or similar open recreational use may be permitted, provided such charges are incidental to operation of said facilities, are not primarily commercial in nature, and do not alter the character of said recreational facility;
 - d. Hiking, equestrian or bicycle trails;
 - e. Landscaped portions adjacent to streets or highways which are in excess of minimum required rights-of-way or yards;
 - f. Other similar areas determined appropriate by the commission. In approving said open space, the commission shall give consideration to the project to be developed, the characteristics of such open space, the manner in which the open space is to be improved and maintained, and such other information as the commission deems pertinent. Reservation of open space shall be made a condition of approval. Such reservation shall be by public dedication, establishment of a maintenance district, common ownership, or other satisfactory means to insure the permanent reservation of and, where appropriate, perpetual maintenance of required open space.
7. Distribution of Open Space. Projects developed in phases shall be designed so that each successive phase will contain sufficient open space to independently qualify under the provisions of subsection C.5., provided however, that where the applicant submits development plans indicating to the satisfaction of the commission that the proposed development will provide as well or better for planned residential development within the intent of this section, the commission may approve a division of open space encompassing more than one phase. Where a division of open space will encompass more than one phase, the applicant shall provide the commission with a map indicating cumulative allocation and utilization of open space for each successive phase in each subsequent application.

8. Landscaping. The RPD shall adhere to the provisions of section 17.08.110 (landscaping) unless the builder proposes a landscaping plan with the finding that the project will meet or exceed the design goals and objectives of the general plan and design guidelines.
9. Street circulation and Connections. The RPD shall be designed to integrate with the adjacent and surrounding land uses through the use of enhanced circulation and connections, with complete streets allowing for safe vehicular, pedestrian and bicycle use. Subject to the approval of the commission, street circulation and connections shall include one or more of the following designated features:
 - a. Street calming features, including corner bulb-outs, mid-block bump-outs, stamped paving, etc;
 - b. Pedestrian connection features, including cul de sac pedestrian access, mid-block pedestrian paseos, pedestrian-only pathways, widened parkways, etc;
 - c. Bicycle pathways and trails;
 - d. Other features and mechanism in accordance with the master plan of trails and bikeways.
10. Utilities. The applicant shall submit to the commission, and it shall be made a condition of approval, satisfactory evidence that the applicant has made arrangements with the serving utilities to install underground all new facilities necessary to provide service in the development.
11. Development Program. The commission shall consider and may approve an appropriate program indicating the development of open space related to the construction of dwelling units, which shall become a condition of approval. Where development is to be completed in phases, the said development may, with the approval of the commission, be coordinated between phases as approved in subsection C.6. The commission may modify, without a hearing, this condition pertaining to the development program based upon an affirmative showing, in writing, of hardship.
12. Findings for RPD. In addition to all other consistency and health and safety findings applicable to the project, the following findings shall be made in reviewing and approving a residential planned development application for a conditional use permit:
 - a. The residential planned development meets the goals of the city general plan, pertaining to community design, and the objectives to "enhance overall community form, create a vibrant sense of place," and to "improve the city's visual identity by utilizing design standards that instill a sense of pride and well-being in the community."
 - b. The residential planned development adheres to the adopted city design guidelines and the design and performance standards listed in this section, and is consistent with the mission statement of "implementing quality design for timeless architecture that enhances the community's image, pride and quality of life."
 - c. The residential planned development is comprehensive, covers a logical planning area, and provides the opportunity for unique and creative designs that are not possible under the city's typical development regulations.
- ~~13. Findings for Infill RPD. In addition to the findings listed in subsection C.11, infill RPDs shall meet the findings listed in section 17.08.080.C.~~

17.08.080 - Infill residential development.

- A. Purpose and intent. The purpose of this section is to implement the city general plan 2030, policy 18.2.1, which encourages appropriate infill development, and specific action 18.2.1(c). Under the guidance of the specific action, a developer may build up to eight residential units per net acre on land zoned R-7,000, provided the developer makes the ~~submits an application for a residential planned development, as well as~~ findings that the proposed infill development would integrate with the surrounding area.
- B. Qualification criteria for infill residential development. Properties zoned R-7,000 and meeting one of the following criteria qualify for infill residential development of up to eight units per acre:
 1. The project site is located within the area bounded by Avenue I, 20th Street East, Avenue L and 30th Street West; or
 2. The project site is surrounded by existing development (fully improved with paving, landscaping, curb and gutter, etc.) on all adjoining sides; or
 3. The project site is located adjacent to property zoned commercial, office professional, mixed use or light industrial development; or
 4. The project site combines four or more adjoining parcels, combining for a minimum project size of five acres.
- C. Findings for infill residential development. ~~Among other findings necessary for a residential planned development (RPD), as listed in section 17.08.340, t~~The following findings shall be made when recommending approval for an infill residential development:
 1. The project reduces overall land use fragmentation in the city.
 2. The project uses existing infrastructure and minimizes extension of new services and resources.
 3. The project is compatible with adjacent land uses and would not adversely affect the health, peace, comfort or welfare of persons residing or working at the adjacent properties.
- D. Infill residential development standards. In addition to all other applicable development standards listed in this chapter, infill residential single-family lots shall adhere to the following additional standards specific for small-lot single-family homes:
 1. Site design.
 - a. Maximize usability of property by minimizing "dead spaces," which can often be found in narrow side yards with limited access.
 - b. Create privacy by designing windows that minimizes view into an adjacent residential home. Also, design windows of a façade along a zero-lot line facing a neighboring side yard to be small, with a high sill height, typically six feet above the finished floor, or provide windows with translucent glazing.
 - c. For alley-access small-lot single-family parcels, the developer shall provide a four-foot-wide pedestrian pathway to connect the building entrance to the street sidewalk.
 2. Building design.

- a. A proposed small-lot subdivision must have homes that are distinguished from one another, following the minimum number of model and floor plan combinations as listed in subsection 17.08.070.C.65.
 - b. Blank, flat wall planes are prohibited. Varied and articulated façades that create visually appealing elevations are required.
 - c. Provide at least two different rooflines to provide visual interest to the residential structure.
 - d. Roof-mounted equipment is not allowed, with the exception of solar and wind generation systems. Photo-voltaic panels facing the street shall be designed integrated with the house rooftop.
3. Transitions and buffering.
- a. In infill situations, new buildings shall be located in a manner that complements the location of existing buildings on adjacent lots; and not in a manner that would diminish their appearance or that would create a streetscape with dramatically uneven building setbacks.
 - b. All residential buildings, including detached garages, shall maintain a minimum five-foot separation distance from any other structure to ensure adequate clearance area around the structures.
 - c. Adjacent homes shall not vary more than one-story in height.
4. Patios, private yards, open space and common areas.
- a. Each small-lot single-family home shall have a porch area with minimum dimensions as listed in subsection 17.08.060.BC.
 - b. Each small-lot single-family parcel shall provide a minimum of four hundred (400) square feet of usable private yard space with no dimensions less than twelve (12) feet.
 - c. The City may grant a reduction of usable private yard space to two hundred (200) square feet, with no dimensions less than twelve (12) feet, if the developer provides common open space or park elsewhere in the neighborhood that is no further than ¼ mile from the residence, or if there is an existing park within the same distance.
5. Parking and access.
- a. For alley-access small-lot single-family parcels, a garage entrance facing an alley shall ensure a minimum of twenty-six (26) feet from the opposite edge of the alley, for adequate vehicle backup space.

17.08.070 - Design and performance measures.

Developers shall take the following actions in meeting specific design and performance measures in residential zones:

- A. Site design. Develop projects that enhance the sense of place and reflect a commitment to functional efficiency, quality, and neighborhood context.
 1. Develop innovative designs for new subdivisions that feature pedestrian connections, open spaces, enhanced landscaping, architecture, and streetscapes.
 2. Develop innovative designs for residential lot layouts, including wide corner lots, varied setbacks, and minimized visual presence of garages.
 3. Design neighborhoods to have distinct entryway features that help define neighborhood character and provide a sense of arrival.
 4. Design neighborhoods using "safe by design" techniques to reduce opportunities for criminal activity.
- B. Pedestrian connections and amenities. Develop residential neighborhoods with safe and attractive pedestrian and bicycle connections to trails, parks, schools, public transit, and other daily uses.
 1. Design neighborhoods with street patterns that minimize the walking distance between residential homes and neighborhoods amenities, such as trails, parks and schools.
 2. Design open-ended cul de sacs with paseos for pedestrian and bicycle access.
 3. Design pedestrian and bicycle paths separated from vehicular paths, to ensure safety and ease of use.
 4. Where appropriate, use traffic calming measures to reduce automobile speed within residential developments, including corner bulbouts, tree plantings, enhanced paving at crosswalks, and round-a-bouts.
- C. Building architecture and form. Provide enhanced elevations for residential structures that contribute to an attractive neighborhood streetscape.
 1. Articulate building façades by including variation in massing, roof form, and wall planes.
 2. Use multiple colors, materials, textures, and applied finishes to help break up wall massing.
 3. Provide distinctive entries, porches, balconies, and window treatment, oriented toward the street.
 4. Residential buildings shall use high-quality, tile roofing (concrete, ceramic, etc.), providing aesthetic value and appropriate for withstanding the city's varied climate conditions; asphalt shingle or other roofing material shall be permitted when compatible with existing and surrounding areas and adjacent properties ~~of a similar quality are prohibited.~~
 5. Garage door shall provide aesthetic value to the home. Roll-up garage door types are permitted, whereas wooden, swing-out garage doors are prohibited.

6. Builders of new single-family residential subdivisions shall ensure architectural variation by providing a minimum of the following combinations, dependent on the proposed number of residential units in the development:

Proposed number of residential units	Minimum number of elevations	Minimum number of floor plans
Less than 20 units	3	3
20 to 50 units	3	4
50 to 100 units	4	5
100 units or greater	5	5

In no instance should two homes of the same model and floor plan be built adjacent to each other or across the street from each other.

- D. Transitions and buffering. Encourage transitions between proposed higher intensity developments and adjacent, less intensive uses to keep disturbance to a minimum.
1. Step down the heights of structures at the edge of developments to match or complement those in adjacent properties.
 2. Enhance buffers with additional width or increased landscaping. Plant trees and shrubs in voids created by wall variations, at an appropriate scale.
 3. Vary building setbacks and wall alignments to soften the edge of the development.
 4. Provide a clear distinction between public and private spaces, through the use of height separation, fencing, berm, or a combination of these elements.
 5. Offset windows from one another between residential units.
- E. Open space and common areas. Provide open space and common areas to enhance quality of life, and to encourage opportunities for social gathering and interaction.
1. For single-family residential developments, create centralized pocket parks, connected by trails and pedestrian paths, to serve the neighborhood.
 2. For multi-family residential developments, provide centralized open space and community facilities, to serve residents of the development.
 3. Create recognizable focal points by using community amenities in public open spaces and other commonly used community spaces.
- F. Parking and access. Minimize the dominant appearances of parking areas and structures, while ensuring functional vehicular access.
1. For multi-family residential developments, locate parking behind residential structures. For developments facing arterial streets, a builder may design a wide, enhanced landscape buffer between the street and parking areas, in circumstances where it is

difficult to achieve rear parking placement. Wherever possible, design parking lots by dividing a large parking lot into a series of smaller, connected lots.

2. Decorate and define parking areas with plants, shrubs, trees, light fixtures, and textured paving to minimize the negative impact of large expanses of asphalt.
3. Provide defined pedestrian pathways between parking areas and residential building entrances.
4. Permanent parking for recreation vehicles (RVs), boats and other similar large items shall be located behind the front plane of the house.
5. In no instance shall flat, paved surfaces, including driveways, cover more than fifty (50) percent of a single-family front yard.

(Ord. No. 989, § 1, 4-9-2013)

17.08.180 - Animal Keeping.

A. Purpose. Regulations governing animals for the personal use of the family residing on the premises are established in order to provide for the keeping of domestic and wild animals where accessory to the residential use of the property as opposed to maintenance for commercial purposes. The following regulations presume a reasonable effort on the part of the animal owner to recognize the rights of surrounding neighbors by maintaining and controlling animals in a safe and healthy manner.

B. Keeping of Large Animals ~~Animal keeping~~ in Residential zones. ~~On any lot in a residential zone, or in conjunction with any residential use in any other zone, a total of five animals (domestic or exotic) may be kept on one lot, of which not more than three may be dogs.~~

1. Applicability. The keeping of large animals, such as horses, cows, and similar animals are permitted in Rural Residential zones and the number of animals shall not exceed a total of eight (8) animals per lot, unless otherwise indicated.

2. Pigs are permitted as follows:

a. Pigs shall be permitted on Rural Residential zones with lots or parcels of land greater than one (1) acre in area, at a ratio of one (1) pig per acre.

b. They shall not be located not less than one hundred fifty (15) feet from any highway and not less than fifty (50) feet from the side or rear lot lines of any lot or parcel.

c. They shall not be fed any market refuse or anything other than table refuse from meals consumed on the same lot or parcel of land or grain.

3. Roosters shall be permitted on Rural Residential zones with lots or parcels of land greater than one (1) acre in area, at a ratio of one (1) rooster per acre.

C. Keeping of Small Animals.

1. The keeping of small animals, such as sheeps, goats, dogs, rabbits, reptiles, aquatic animals, birds and similar animals are permitted as indicated on the table below.

<u>Zone</u>	<u>Aquatic Animals, Birds, Rabbits, Reptiles, and Rodents</u>	<u>Dogs</u>	<u>Cats</u>	<u>Other Small Animal (Including Poultry)</u>	<u>Total Number of Animals per Parcel or Lot</u>
<u>R, MDR and HDR zones</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>0</u>	<u>5</u>
<u>SRR and RR zones</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>8</u>

2. Bee Keeping is permitted as follows:

- a. They shall be located in a single-family residential property in a residential zone that is greater than one acre.
- b. Only the common domestic honey bee, Apis Mellifera species, at any stage of its development, shall be permitted.
- c. No more than two hives may be maintained on any single-family residential property.
- d. All bee colonies shall be kept in hives capable of being inspected and consisting of moveable frames and combs.
- e. Hives must be kept in sound and usable condition at all times.
- f. Hives shall be located in the rear or side yard only. No hives shall be permitted in any front yard or in the street side yard of a corner property.
- g. Hives shall be located at least five feet from the side and rear property lines.
- h. Hive entrances shall face away from or parallel to the nearest property line(s).
- i. Hives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet above the adjacent ground level.

~~C. Animal keeping in Rural Residential zones only. Where allowed by section 17.08.050, livestock farming shall be limited to the raising, feeding, maintaining, and breeding of livestock, subject to a minimum twenty thousand (20,000) square foot net lot area. The following are allowed per each twenty thousand (20,000) square feet of gross lot area, in accordance with the following limitations and conditions:~~

- ~~1. Two hogs or pigs;~~
- ~~2. Two horses or mules or cows or steer;~~
- ~~3. Three goats or sheep or similar livestock;~~
- ~~4. One dozen chickens or ducks or rabbits.~~

D. Keeping of Wild Animals

1. Antelopes, armadillos, badgers, beavers, camels, deer, foxes, giraffes, hippopotami, kangaroos, koalas, minks, ostriches, otters, peacocks, platypus, porcupines, prairie dogs, raccoons, seals, wallabies, and zebras and other similar animals are prohibited.
2. Animals prohibited by the State of California shall not be allowed to be kept within the City (California Code of Regulations, Title 14, Section 671).

E. Offspring. Young animals born to a permitted animal kept on the site may be kept until such animals are weaned.

FE. Therapy and service animals. In accordance with fair housing law, a housing provider shall accommodate a person with a disability who requests a reasonable and necessary animal. Such animals may include, but are not limited to, guide dogs that assist persons with visual impairment, hearing dogs trained to alert those who are hard of hearing, service dogs trained to assist those with mobility impairment, or other animals intended to provide therapy, including emotional support.

G. Standards

1. Enclosure. All animals shall be properly caged or housed (kept in their corrals, barns, pens, or other enclosures). All such structures shall be fenced or otherwise enclosed to adequately confine the animals. In addition, all such structures or other enclosures shall be classified as an accessory structure and are subject to the development standards of the underlying zone in which it is located.
2. Maintenance. All buildings used in conjunction with the keeping of small animals including animal enclosures and all other animal keeping areas shall be maintained free from litter, garbage, and the accumulation of animal excrement. All excrement produced by said small animals shall be disposed of on a regular basis so as to control flies and odor.
3. In addition to Los Angeles County Health Department requirements, all buildings or structures, including, but not limited to barns, corrals, training arenas, etc., used in conjunction with the keeping of small animals shall be located a minimum of fifty (50) feet from any street or highway or any building used for human habitation.
4. All noise shall be sound attenuated so that the noise level measured at the property line is within the ambient level for the zone in which the site is located.

F. Exceptions

1. Members of Future Farmers of America (FFA), Head, Hand, Heart and Health (4-H), independent livestock growers, and other similar organizations may have additional animals per the discretion of the Director.

17.08.200 - Home Occupations.

- A. Purpose and intent. The purpose of this article is to provide the guidelines and restrictions for operating a home occupation (home-based business), from a residential dwelling in the city. It is intended that the home occupation functions as an office, and is secondary to the dwelling's main residential use. In addition, the home occupation shall not detract from nor become incompatible with the surrounding residential uses; and thus, will not interfere with the general welfare of the surrounding residential area.
- B. Conditions for home occupations. No home occupation shall be approved unless it complies with this section and all pertinent city codes, ordinances and regulations:
1. Residency. The applicant who holds the home ~~based -occupation permit and accompanying business license~~ shall reside at the address location as stated on the home ~~based -occupation permit and~~ business license.
 2. Boundaries. A home occupation shall be conducted only within the enclosed living area of the dwelling unit, accessory building, or the garage, without rendering the garage unusable as the required off-street parking space(s) for the dwelling unit. Home occupation activities shall not be visible or audible beyond the boundaries of the site.
 3. Alterations. There shall be no alteration of any building or structure which would result in a change of the residential occupancy classification under the current the state building code.
 4. Traffic and parking. The home occupation shall not generate vehicular traffic and/or vehicular parking which degrades or is otherwise detrimental to the residential nature of the neighborhood and thus becomes objectionable to neighboring residents and other affected by such parking or traffic.
 5. Hours of operation. No customer or client may come to the premises except during the hours of 7 a.m. to 10 p.m. No deliveries may originate from or be made to the premises except during the hours of 8 a.m. to 6 p.m.
 6. Commercial vehicles. No commercial vehicle which has a capacity of more than one-ton shall be parked or stored at the home occupation site other than a recreational vehicle. (The term "commercial vehicle" means as the term as described in the state vehicle code.)
 7. Nuisance. The home occupation shall not create any radio or television interference or create discernible noise, glare, dust, odor, vibrations, or unreasonable disturbance in excess of that which is normal to a residential use of the premises. Nor may the home occupation cause or generate any other condition that interferes with the peace, health, safety or general welfare of people or property in the surrounding area.
 8. Signs and advertising. There shall be no signs or structures advertising the home occupation business on the residential property. In addition, no other advertisement of the home occupation shall include the address of the residential dwelling where the home occupation is conducted.
 9. Storage. There shall be no exterior storage of materials in the conduct of a home occupation. The storage of materials, equipment, inventory, supplies, and files for home occupation, is only permitted inside the dwelling unit or an entirely closed roofed accessory structure.
 10. Rental property. No home occupation shall be conducted in a rental unit, without the owner or landlord's permission.

11. Transferability. Home occupations are valid only for the person and the address approved and are nontransferable. Only persons whose primary residence in the dwelling unit may engage in the home occupation.
 12. Employees. A maximum of one employee is allowed at the home occupation, if located in an apartment or condominium unit; two employees is allowed if the home is within an urban residential zone; and three employees in rural residential zones.
 13. Sales. No commodity shall be sold or displayed on the premises.
 14. Specific conditions. The Director may add specific conditions to the approval of a home-based business license ~~occupation permit~~ in order to address concerns which are not covered by the above conditions and which, in the Director's opinion, are necessary to protect neighboring property from any potential adverse effects of the proposed home occupation.
- C. Prohibited uses. The following uses shall not be allowed as a home occupation:
1. Ambulance service;
 2. Animal training;
 3. Body piercing;
 4. Construction, preassembly and similar large woodworking operations;
 5. Contractor and construction yards that cause or require outdoor storage;
 6. Cosmetology services including barber and beauty shops;
 - ~~7.~~ ~~Food handling, food processing, food warehousing, food packaging, or food distribution;~~
 - ~~8.~~ Forensic testing;
 - ~~9.~~ Limousine, taxi or tow truck services; recreational vehicle rentals or automobile leasing; food or ice cream vending vehicles; or other vehicles not normally incidental to a residential use where such motor vehicles would be parked or stored at the home occupation site. This provision does not preclude limited customer or client parking;
 - ~~10.~~ Mechanical and electronic repair utilizing, maintaining, or storing more mechanical or electronic equipment on the premises than is common to a residence;
 - ~~11.~~ On-site massage therapists;
 - ~~12.~~ Pet grooming (not prohibited in RR-1 and RR-2.5 zones, if on appointment basis only);
 - ~~13.~~ Rental establishments as described in section 17.12.040, the permitted uses section of the C zone;
 - ~~14.~~ Repair services related to automobiles, motorcycles, large household appliances, small engines, garden equipment, or other machinery;
 - ~~15.~~ Sales or production of drug paraphernalia;
 - ~~16.~~ Tattoo studio;
 - ~~17.~~ Taxidermy;
 - ~~18.~~ The manufacturing, sale, lease, or rental of firearms and/or ammunition;
 - ~~19.~~ Welding shop and/or metal fabrication;

~~20~~19. Uses which are subject to ~~director's~~Director's Rreview or a conditional use permit in the zone where the applicant's residence is located;

~~21~~20. Those uses which the ~~D~~director determines are similar in nature to the uses listed above.

- D. ~~Application~~Home-based business license. The ~~application for a~~home occupation shall be required to obtain a business license through the City of Lancaster ~~made in person to the planning department by resolution of the city council~~. The applicant shall fully disclose on the application form all hazardous materials (as defined in section 17.04.240) which will be stored on-site or used in conjunction with the home occupation. The city shall accept only those applications which have provided all of the information required on the application form which applies to the proposed home occupation.
- E. Revocation. Home-based business licenses ~~occupation permits~~ may be immediately revoked by the ~~D~~director based upon a finding that any one of the following conditions exists:
1. That the use has changed either in nature or extent to the point that it differs substantially from the use requested in the approved application for the home-based business license ~~occupation permit~~.
 2. That the use fails to comply with any condition in subsection B of this section.
 3. That the holder of the home-based business license ~~occupation permit~~ failed to allow inspections at a reasonable time for the purpose of investigating a complaint or to verify compliance of the home occupation with the required conditions.
 4. That the holder of the home-based business license ~~occupation permit~~ failed to comply with any applicable city, county, state or federal ordinance, law or regulation including failure to obtain and/or renew a business license.

The ~~D~~director shall notify in writing the holder of the home-based business license ~~occupation permit~~ of such revocation and the reasons thereof. The ~~D~~director's decision may be appealed in accordance with section 17.36.030.

(Ord. No. 989, § 1, 4-9-2013)

17.08.240 - Accessory dwelling units.

- A. Purpose and intent. The purpose and intent of this section is to provide a means to develop accessory, independent living facilities that would accommodate a variety of increasingly common living arrangements, including those for multi-generational households. The enactment of this section does not legitimize illegal accessory dwelling units.
- B. Applicability. This section shall apply to all accessory dwelling units, which is defined as an additional dwelling unit on a lot or parcel, which provides complete independent living facilities and may be rented.
- C. Standards. The following development standards shall apply to all accessory dwelling units:
1. The accessory dwelling unit may be constructed as a detached building or may be attached to the primary residence on a lot or parcel with an existing single-family home in a residential zone~~in the RR or R Zone.~~
 - ~~2. The minimum net area of a lot or parcel of land upon which an accessory dwelling unit may be constructed shall be seven thousand (7,000) five thousand (5,000) square feet.~~
 - ~~3.2.~~ No more than one accessory dwelling unit shall be permitted on any residential lot or parcel. An accessory dwelling unit is not permitted on a residential lot which already has an existing accessory dwelling unit, a guest house, or a garage that has been converted to living space.
 - ~~4.~~ The accessory dwelling unit ~~shall~~must be located within the buildable area of the lot or parcel, and conform to all property development regulations and standards of the zone in which it is located comply with the requirements set forth in section 17.08.160 for residential accessory uses and structures. The accessory dwelling unit is exempt from setback requirements when being converted from an existing garage.
 3. The height of the accessory dwelling unit shall not exceed the height requirement in the underlying zone.
 - ~~5.4.~~ The accessory dwelling unit shall not be used for short term rentals (terms less than 30 days);
 - ~~6.5.~~ The floor area of an attached accessory dwelling unit shall not exceed fifty (50) percent of the existing living area of the main dwelling unit.
 - ~~7.6.~~ The minimum floor area for a detached accessory dwelling unit shall be four hundred (400) square feet. The maximum floor area for a detached accessory dwelling unit shall be no more than 10% of the square-footage of the lot ~~(e.g. a maximum one thousand (1,000) square foot 2nd dwelling unit on a ten thousand (10,000) square foot lot), up to a maximum of one thousand five hundred (1,500) square feet.~~

~~That he/she/they are the owner(s) of the property located in the city, at the subject address as legally described, and that there are no other owners;~~

~~1. That he/she/they applied for a permit to construct and/or use an accessory dwelling unit on the property pursuant to this section and make(s) this covenant as required by this section;~~

~~3. That the owner(s) of the property will restrict the use of the principal and accessory dwelling units on the property in compliance with the requirements of this section;~~

~~4. That an owner with at least a fifty (50) percent interest in the property will occupy either the principal dwelling unit or the accessory dwelling unit for six or more months of each calendar year as the owner's principal residence, unless a waiver has been applied for and granted by the city planning department;~~

~~5. That if the owner(s) of the property are unable or unwilling to fulfill the requirements of this section for owner occupancy, then the owner(s) will remove those features of the accessory dwelling unit that make it a dwelling unit, as determined by the city planning department, including the removal of kitchen features such as, but not limited to gas, electrical and/or plumbing fixtures and connections;~~

~~6. That this covenant shall run with the land and be binding upon the property owner(s), his/her/their heirs and assigns, and upon any parties subsequently acquiring any right, title or interest in the property;~~

~~7. That the undersigned owners and their heirs, successors and assigns will inform all prospective purchasers of the property of the terms of this covenant; and~~

~~8. That this covenant will be recorded by the owner(s) in the real estate records of the county's assessor's office as a deed restriction, prior to issuance of the permit allowing construction and/or use of an accessory dwelling unit on the property.~~

D. Application. Any property owner seeking a permit for an accessory dwelling unit shall submit a Director's Review application. The Director shall approve the application so long as the accessory dwelling unit complies with all provisions of this section. In the event such application is denied, the appeals proceedings set forth in chapter 2.44 shall be available to the applicant.

E. Conversions. In order to legitimize an illegal accessory dwelling unit to a conforming legal accessory dwelling unit, the property owner shall file a Director's Review application and shall comply with the standards and requirements set forth in this section. The director reserves the right to allow deviations, if there is a demonstrated difficulty or impracticality to modify the accessory dwelling unit to meet adopted requirements; nonetheless, all code requirements pertaining to fire and building safety must still be met.

F. Violations. Any property owner with an accessory dwelling unit which does not comply with all the standards established herein for accessory dwelling units is subject to prosecution for a zoning violation under section 17.04.220.

~~G. Temporary owner absence. If the City determines that the owner has violated owner-occupancy requirements, the owner shall:~~

~~1. Reoccupy the structure;~~

~~2. Remove the accessory dwelling unit, or those features of the accessory dwelling unit that makes it a dwelling unit, as determined by the city planning department, including the removal of kitchen features such as, but not limited to gas, electrical and/or plumbing fixtures and connections; or~~

~~—Submit evidence showing good cause, subject to approval of the planning dDirector, such as job dislocation, sabbatical leave, education or illness for a waiver of this owner-occupancy requirement to allow up to two years' absence from residence in the city.~~

G. Request for Relief

a. The applicant can make a request for relief from any or all sections contained within this chapter through a Director's Review and shall be subject to the following findings:

i. That the residential development will serve a specific community need;

ii. That the residential development is not expected to result in adverse effect on adjacent property, uses, or residents; and

iii. That the residential development will contribute to the City's financial stability provide a high level of design, amenities, or any other combination of benefits to the community and City as a whole.

17.08.300 - Solar Energy Systems.

- A. Purpose and applicability. The purpose of the solar energy system standards is to encourage investment in solar energy on all parcels in the city, while providing guidelines for the installation of those systems that are consistent with the architectural and building standards of the city. All solar energy systems shall comply with all applicable provisions of the city codes and the standards of this section.
- B. Approvals required. The applicant shall submit for and receive approval of a building permit prior to installation of any solar energy system.
- C. Ground-mounted solar energy systems.
 - 1. All ground-mounted solar energy systems shall not be located within the required front, side, or rear building setbacks, or front yard area, and shall comply with all applicable height restrictions.
 - 2. To the extent possible, without compromising the solar energy system's access to the sun, ground-mounted solar energy systems shall be screened from view at-grade from all adjacent streets and adjacent properties.
- D. Roof-mounted solar energy systems.
 - 1. Solar panels and accessory equipment shall be designed and located on a house in a manner that minimizes the detrimental impact to the aesthetic appearance of a house.
 - 2. All solar energy system appurtenances such as, but not limited to, water tanks, supports, wiring and plumbing shall be screened to the maximum extent possible without compromising the effectiveness of the solar collectors, and shall be painted a color similar to the color of the surface upon which they are mounted. Solar collectors are exempt from the screening and color provisions of this subsection.
 - 3. All roof-mounted solar collectors can be mounted at an optimum angle to the sun for maximum energy production. ~~The maximum height of a solar collector shall be two feet, measured perpendicular to the roof surface, and may not exceed the maximum overall building height. The remainder of the solar energy system shall be below the level of the solar collector(s).~~

(Ord. No. 989, § 1, 4-9-2013)

17.08.130 - Fences, Walls, and Screening.

A. Purpose. This section provides regulations for the installation, construction and placement of fences on private residential property. For the purpose of this zoning code, the term "fence" includes fences, hedges, walls or other structures with the functions and characteristics of a fence.

B. Placement of fences and walls

1. Fences and walls shall be located behind the property line and behind any utilities or shall be located at least 12-15 feet behind the face of the curb, or as indicated on any recorded property documentation depicting the location of said utilities.

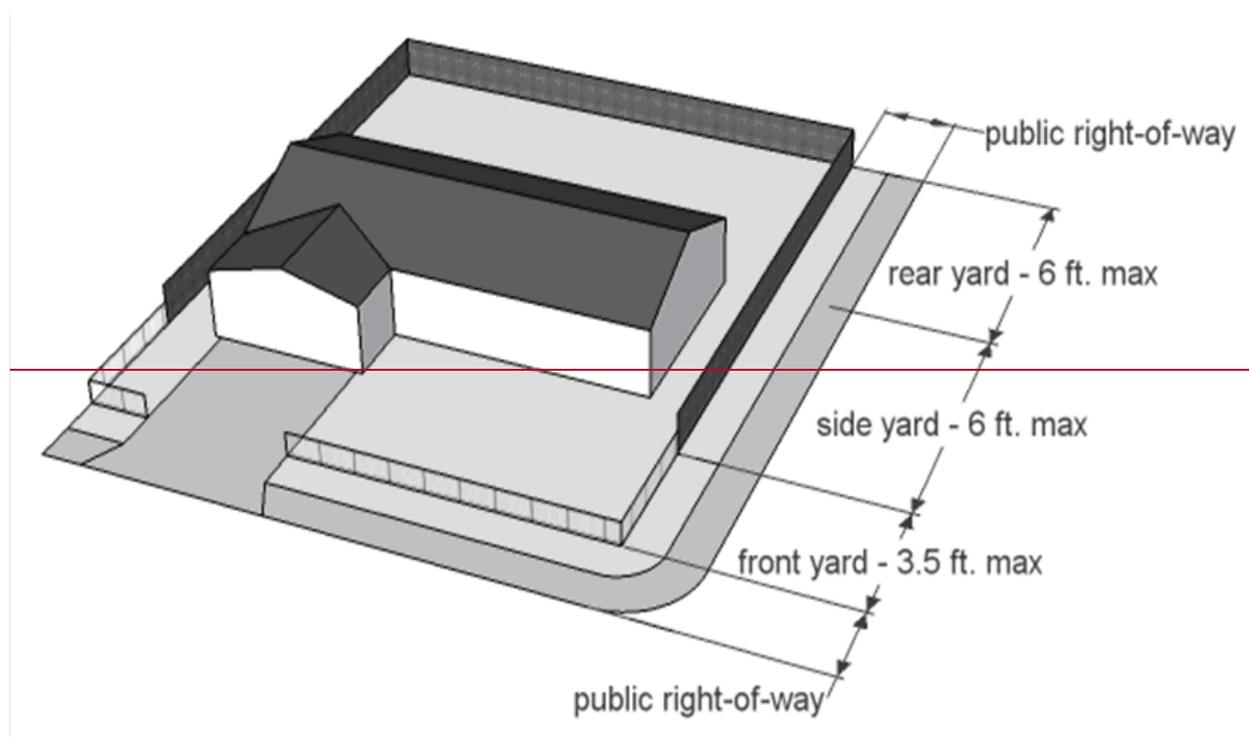
CB. Measurement of fence and wall height.

1. Fence height shall be measured as the vertical distance between the finished grade from the base of the fence to the top edge of the fence material.
2. Where the ground elevation within six feet of the base of a fence differs from one side of the fence to the other (as when a fence is placed at the top of a slope or on a retaining wall), the height shall be measured from the side with the highest natural grade. (See section 17.28.030).

DC. Fence height limits.

Location	Maximum height
Within front yard setback or corner lot side yard setback <u>located at or behind the property line</u>	<u>4</u> 3 ¹ / ₂ feet
Within side or rear yard setback or along/behind corner lot side yard setback <u>located at or behind the property line</u>	6 feet

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ED. Consideration for additional height. A fence or wall may be constructed to a height in excess of the limits established by subsection 17.08.1320.DC. with a Director's Review. The Director's Review may increase the maximum height regulations not to exceed 25% of the amount specified in Section 17.08.130.D. -The Director's Review shall require that the applicant make the following findings, in addition to the findings required for a Director's Review listed in Chapter 17.32:

1. The issuance of the permit is reasonably necessary, by reason of unusual or special circumstances or conditions relating to the property, for the preservation of valuable property rights or the full use and enjoyment of the property.
2. The fence will not create a safety hazard to pedestrians or vehicular traffic.
3. The appearance of the fence is compatible with the design and appearance of other existing buildings and structures within the neighborhood.
4. The orientation and location of the fence is in proper relation to the physical characteristics of the site and the surrounding neighborhood.
5. The fence will be of sound construction.

EF. Fencing for new production homes. Fencing for new production homes shall be a masonry wall, adjacent to the rear and side yards, up to six feet in height. The planning director may approve alternative fencing materials that provide comparable aesthetics and durability.

FG. Subdivision perimeter walls. A masonry wall shall be constructed along the perimeter of a subdivision, with the color and design to be specifically approved by the planning director.

GH. Prohibited fence materials. The use of barbed wire, razor wire, electrical fence, glass and other similar objects of a hazardous characteristic shall not be permitted for residential uses.

(Ord. No. 989, § 1, 4-9-2013)

17.08.060 - Development regulations by building types.

A. Single-family house on Rural Residential lot. A single-family house on a rural residential lot is a residence for one household, with its primary entrance accessed through the front yard, on a lot ranging from 20,000 to 100,000 square feet or greater.

1. Development standards.

Rural Residential Development Standards			
	ZONES		
	RR-2.5	RR-1	SRR
SITE SPECIFICATIONS			
Minimum lot size (sq. ft.).	100,000	40,000	20,000
Minimum width (feet).	165	110	85
Minimum depth (feet).	250	130	120
BUILDING PLACEMENT			
Front yard (feet).	40	30	30
Garage location.	All garages shall be located at or behind the wall plane where the front entrance is located.		
Rear yard (feet).	30	25	20
Interior side yard: minimum (feet).	20	15	10
Interior side yard: total sum of two yards (feet).	40	30	25
Street side yard (feet).	40	30	20
BUILDING SIZE AND MASSING			
Lot coverage (percentage).	30%	40%	40%

Building height (feet).	40	40	35
PARKING			
Number of parking spaces.	2 spaces within an enclosed garage per Section 17.08.100		

Diagram for Single-family house on Rural Residential lot — perspective view

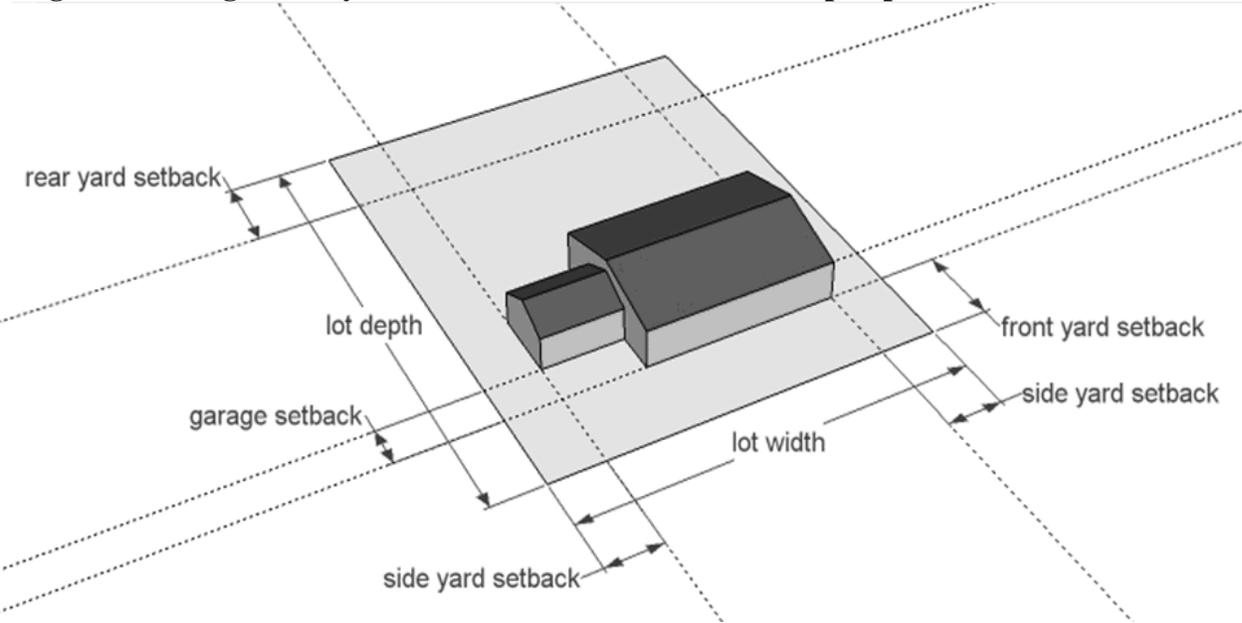
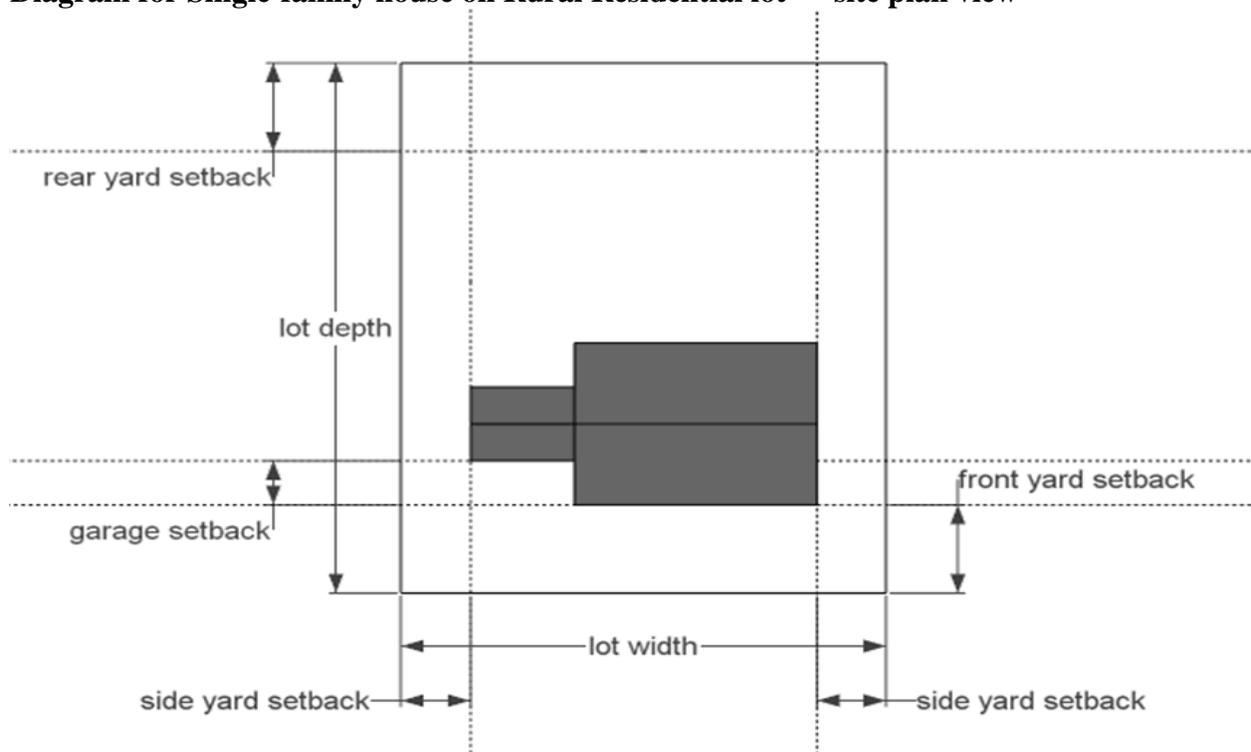


Diagram for Single-family house on Rural Residential lot — site plan view



- B. Single-family house on Residential lot.
 - 1. Development standards.

Development Standards						
	ZONES/LOT TYPE					
	R-15,000	R-10,000	R-7,000	Infill R-7,000 (with-RPD)	Infill R-7,000 (alley access, with-RPD)	SFR corner duplex
SITE SPECIFICATIONS						
Minimum lot size (sq. ft.).	15,000	10,000	7,000	5,000	3,500	10,000
Minimum width (ft.).	85	70	60	50	40	100
Min. width — corner lot (ft.).	100	85	75	60	50	
Minimum depth (ft.).	120	100	100	85	75	100

BUILDING PLACEMENT						
Front plane build-to line (ft.).	20-32	16-28	14-26	12-20	10-18	16-28
Required minimum porch size (feet x feet).	6 x 12	6 x 12	6 x 12	6 x 10	6 x 8	6 x 12
	To the satisfaction of the Planning Director, an alternative frontage feature may be proposed in lieu of a porch if it achieves the same design intent and variation.					
Porch encroachment.	Up to additional 6' beyond front plane build-to line					
Garage location.	All garages shall be located at or behind the wall plane where the front entrance is located. A homebuilder with a subdivision with at least four floor plans may have one floor plan that has a garage located in front of the front entrance plane.					
Rear yard (ft.).	20	20	15	12	0	N/A
Interior side yard: min. (ft.).	5	5	5	5	0	10
Interior side yard: sum of two yards (ft.).	20	15	15	10	10	N/A
Street side yard (ft.).	15	15	10	10	10	N/A
BUILDING SIZE AND MASSING						
Lot coverage (percentage).	40%	40%	50%	55%	60%	45%
Building height (ft.).	35	35	35	35	35	35
PARKING						

Number of parking spaces.	2 spaces within an enclosed garage (Section 17.08.100)
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- a. A tandem garage parking arrangement may be considered if the applicant cannot meet the requirement to place a two-car garage behind the plane of the house.
- b. Corner lots featuring side yard driveway access require a minimum 20-foot driveway and street side yard setback.

Diagram for Single-family house on Residential lot — perspective view

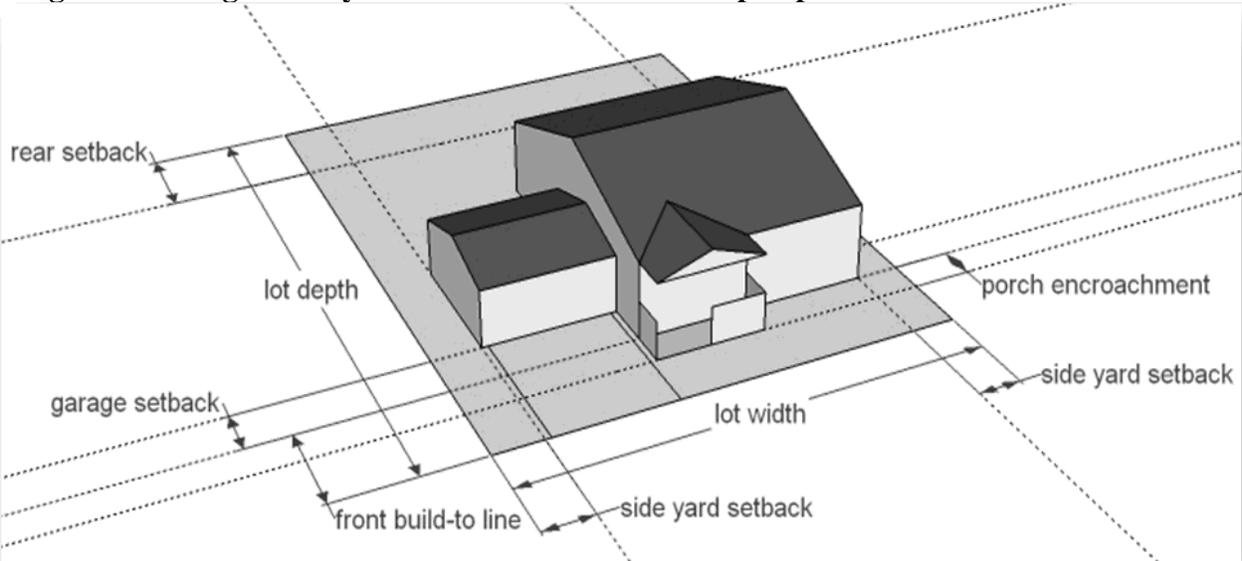


Diagram for Single-family house on Residential lot — site plan view

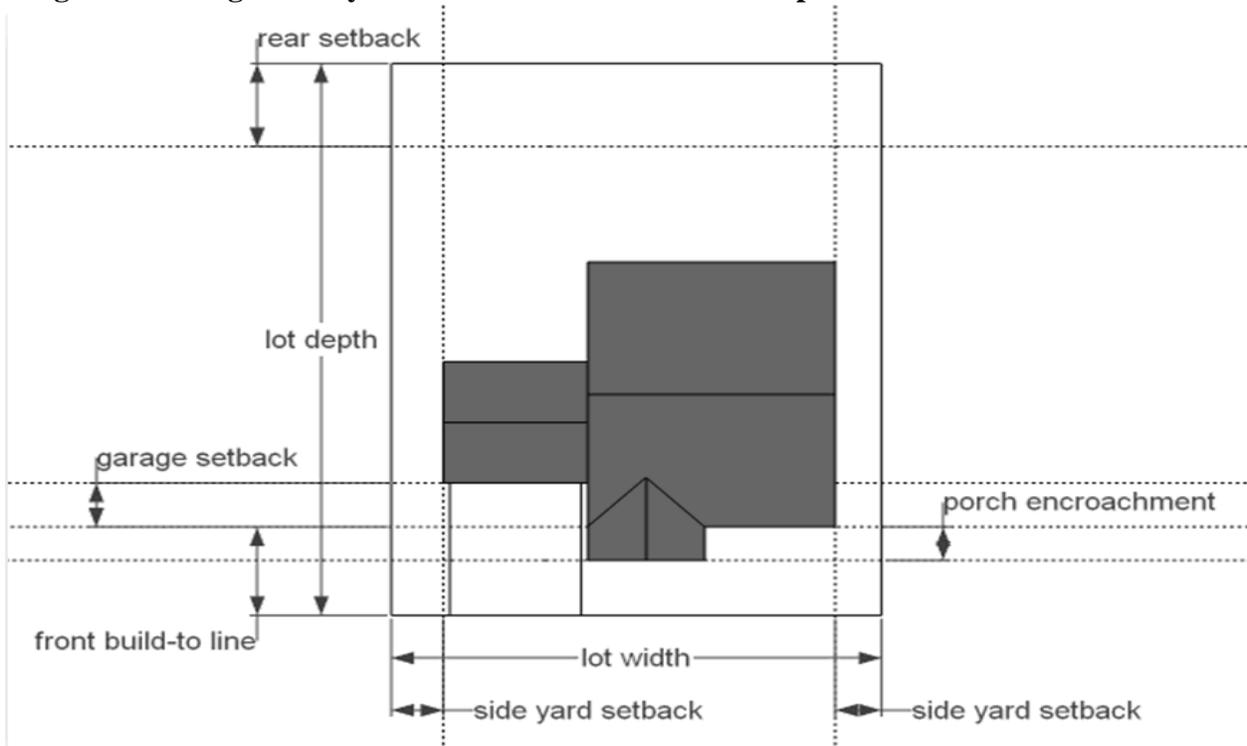


Diagram for Single-family house on Infill Residential lot — perspective view

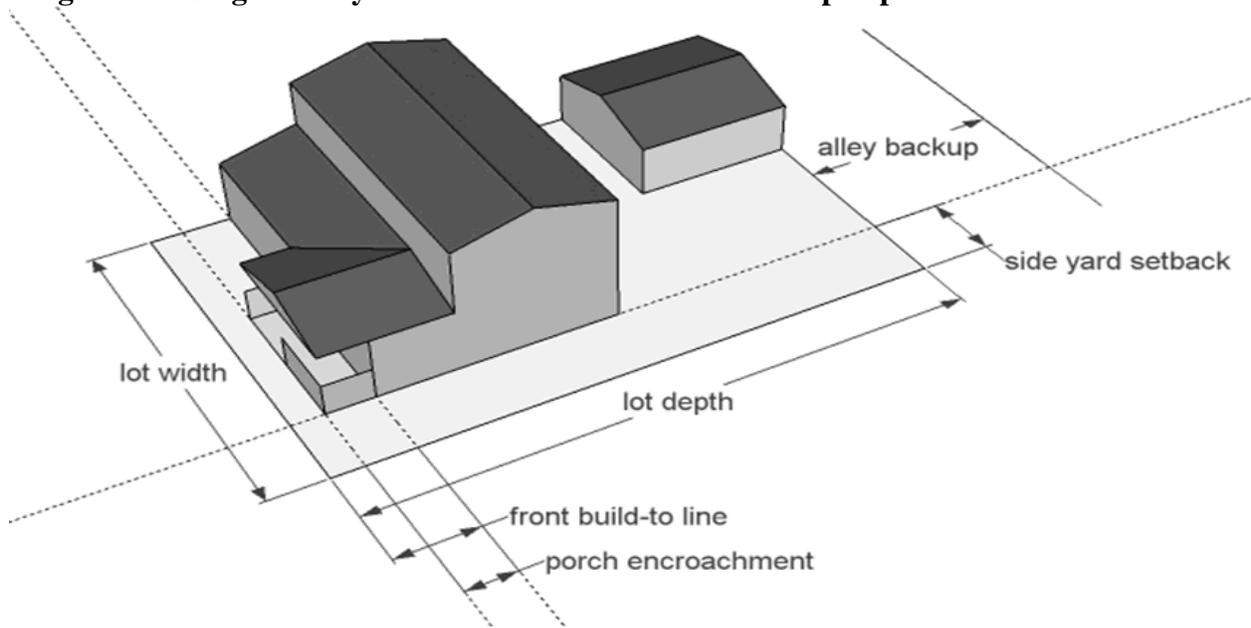


Diagram for Single-family house on Infill Residential lot — site plan view

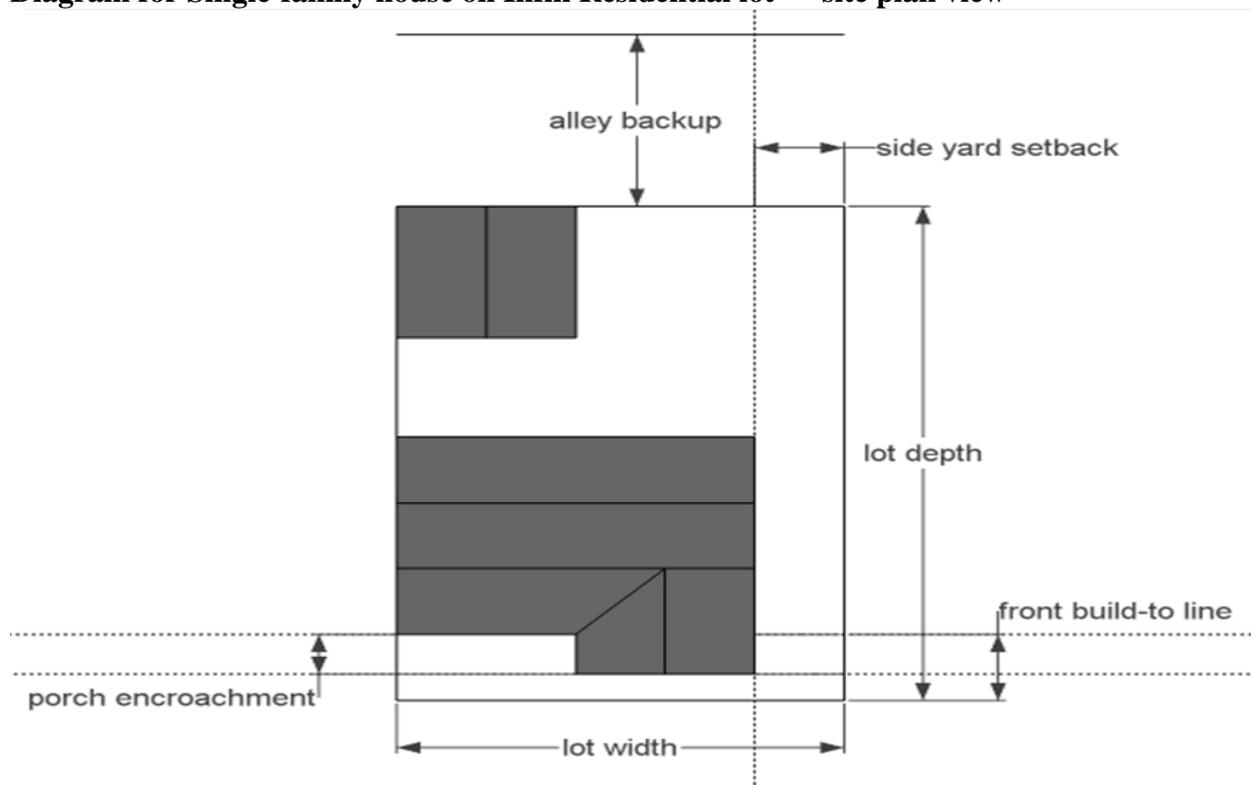


Diagram for Duplex on Corner Residential Lot — perspective view

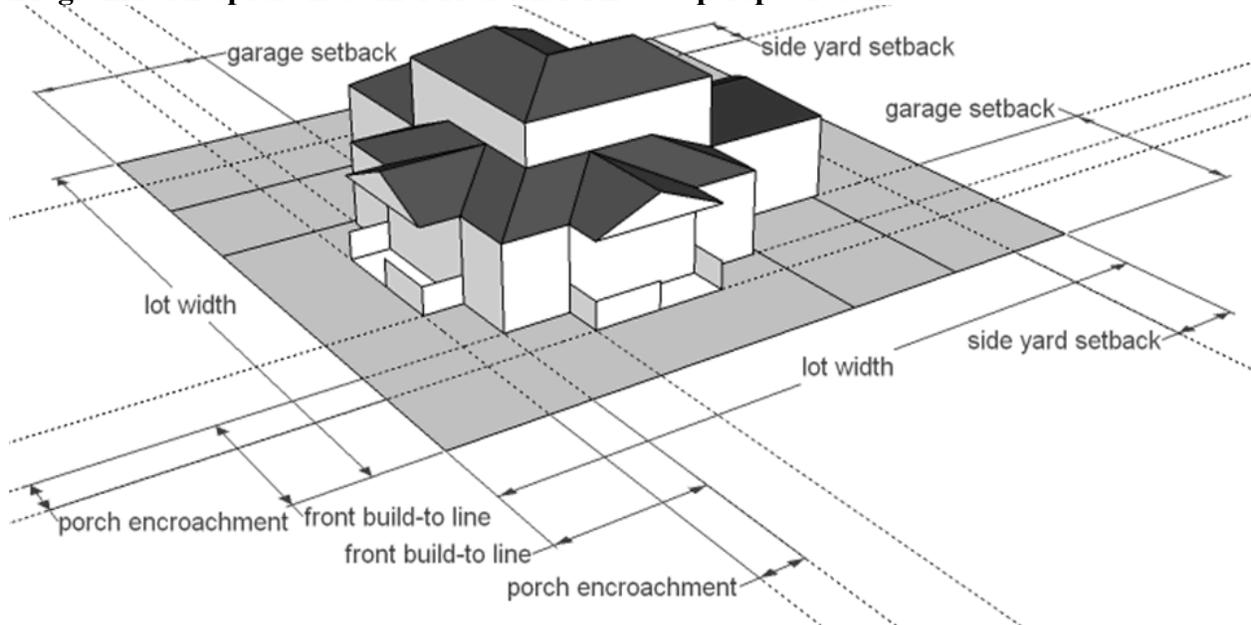
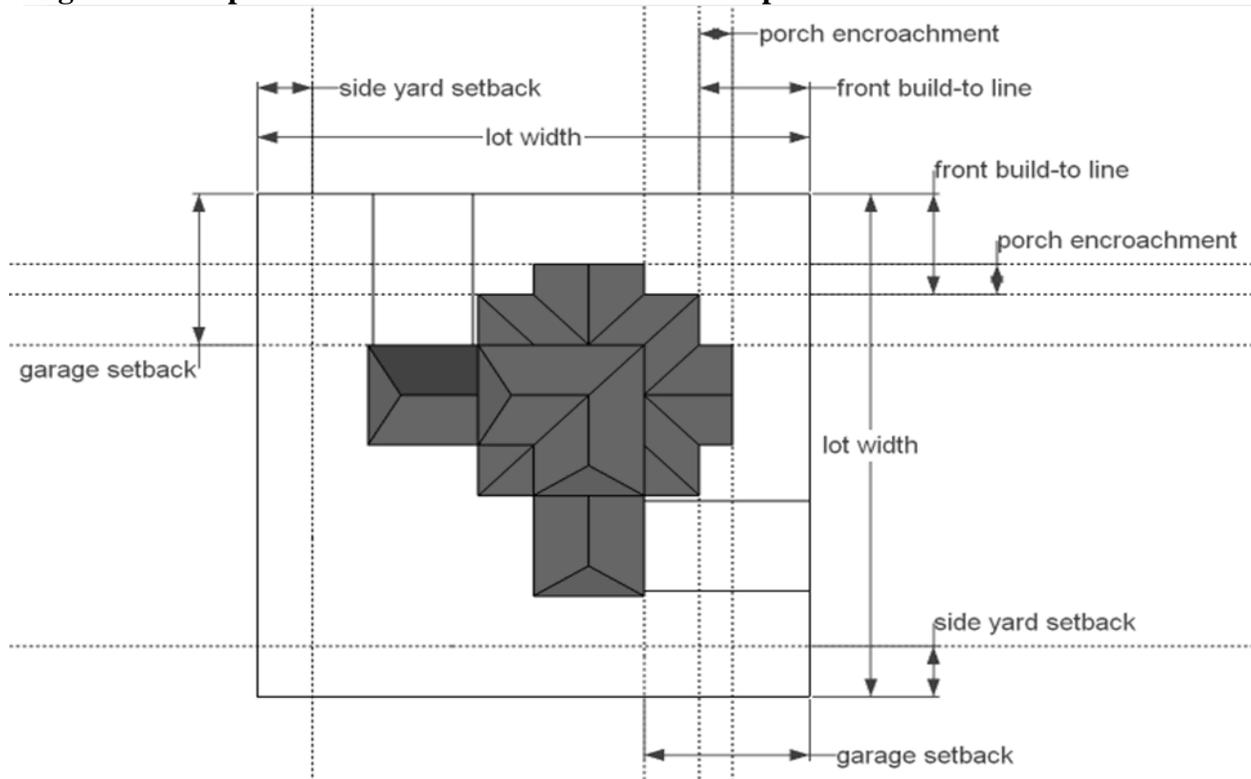


Diagram for Duplex on a Corner Residential lot — site plan view



C. Small apartment/condominium building/complex (two to fifteen (15) units).

1. Development standards.

Development standards	
	MDR or HDR ZONE
SITE SPECIFICATIONS	
Minimum lot size (sq. ft.)	6,000
Minimum width (feet).	60
Minimum width - corner lot (feet).	80
Minimum depth (feet).	100
BUILDING PLACEMENT	
Front build-to line.	

Fronting local, collector, or other residential street with on-street parking (feet). Transitional infill design guidelines apply (Section 17.08.070.D).	0-12
Fronting local, collector, or other residential street with on-street parking and adjacent to single-family uses along the same street (feet).	8-20
Fronting arterial street with no on-street parking (feet).	20-32
Rear yard (feet).	15
Interior side yard (feet).	10
Street side yard (feet).	15
BUILDING SIZE AND MASSING	
Lot coverage (percentage).	50%
Building height within 100 feet of SFR zone (feet).	35
Maximum building height (feet).	55
PARKING	
Location of on-site parking.	Behind the front façade of the residential building
Number of parking spaces.	Per Section 17.08.100
OPEN SPACE	
Required usable open space/recreation area.	Minimum 8% of lot area, minimum 20' width and depth
LANDSCAPING	
Required landscaping (percentage).	Minimum 15% of lot area
SOLAR PROVISION	

Minimum photo-voltaic kW per unit per Section 17.08.305.	0.5 kW
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- a. On-site management shall be provide for apartments four units or greater.
- b. A minimum four feet by four feet covered entryway shall be provided for each apartment or condominium unit. The entryway may be enlarged and designed as a porch.
- c. Required amenities for units in a small apartment include in-unit laundry hook-ups.
- d. Required amenities for units in a small condominium, beyond those required for apartments, include garage parking with storage shelves for each unit, and a minimum four feet by eight feet porch, patio, or balcony area.
- e. Other site amenities may include a barbeque area, pool, recreation courts, and shall be centrally located and easily accessible for residents.
- f. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
 - 1. Locate trash enclosures away from view, from primary entrances drive or streets;
 - 2. Design the trash enclosure to be a minimum of 165 square feet;
 - 3. Accommodate source separation of recyclable materials in accordance with State requirements;
 - 4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and
 - 5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

Diagram for small apartment — perspective view

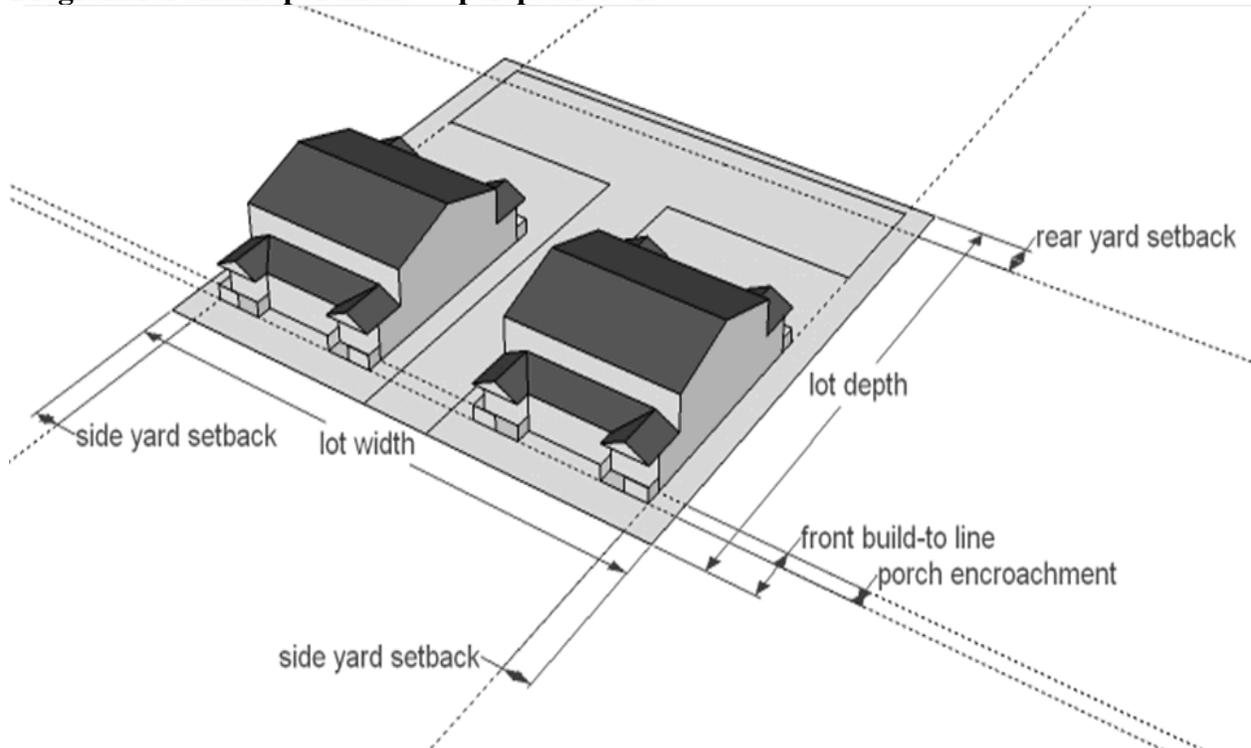
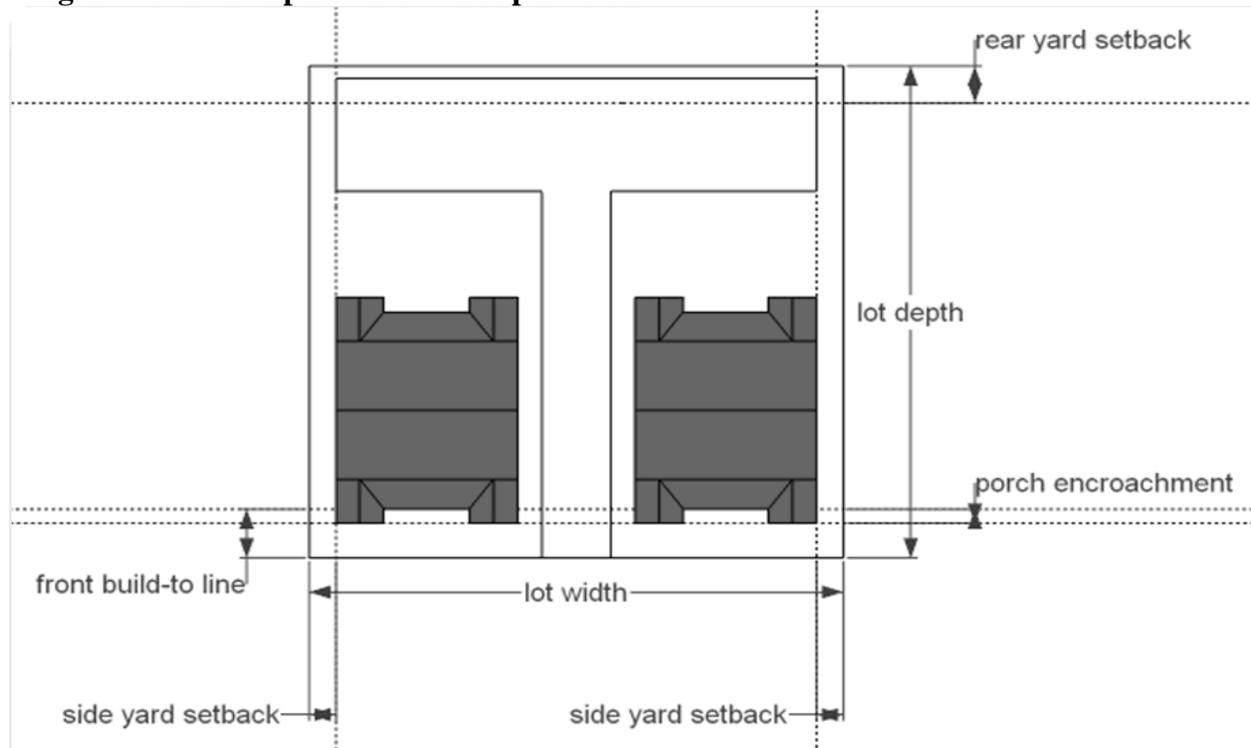


Diagram for small apartment — site plan view



D. Large apartment/condominium building/complex (sixteen (16) or more units).

1. Development standards.

Development standards	
	MDR or HDR ZONE
SITE SPECIFICATIONS	
Minimum lot size (sq. ft.)	6,000
Minimum width (feet).	60
Min. width — corner lot (feet).	75
Minimum depth (feet).	100
BUILDING PLACEMENT	
Front build-to line.	
Fronting local, collector, or other residential street with on-street parking (feet). Transitional infill design guidelines apply (Section 17.08.070.D).	0-12
Fronting local, collector, or other residential street with on-street parking and adjacent to single-family uses along the same street (feet).	8-20
Fronting arterial street (feet).	20-32
Rear yard (feet).	15
Interior side yard (feet).	15
Street side yard (feet).	20
BUILDING SIZE AND MASSING	
Lot coverage (percentage).	50%
Building height within 100 feet of SFR zone (feet).	35

Maximum building height (feet).	72
PARKING	
Location of on-site parking.	40 ft. from front property line
Number of parking spaces.	Per Section 17.08.100
OPEN SPACE	
Required usable open space/recreation area.	Minimum 8% of lot area, minimum 50' width and depth
LANDSCAPING	
Required landscaping (percentage).	Minimum 15% of lot area
SOLAR PROVISION	
Minimum photo-voltaic kW per unit per Section 17.08.305.	0.5 kW

- a. On-site management and security shall be provided for all large apartment complexes. Specific security provisions may include cameras, alarms, or active security guard surveillance, to the satisfaction of the ~~planning d~~Director.
- b. Required amenities for units in a large apartment include in-unit laundry hook-ups, and community pool and recreation room.
- c. Required amenities for units in a large condominium, beyond those required for apartments, include garage parking with storage shelves for each unit, and a minimum four feet by eight feet porch, patio, or balcony area.
- d. Other amenities for units in a large multi-family complex may include courts for basketball, tennis or other sports, indoor gym, outdoor dog park, or daycare center.
- e. All amenities shall be centrally located and easily accessible for residents.
- f. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
 - 1. Locate trash enclosures away from view, from primary entrances drive or streets;
 - 2. Design the trash enclosure to be a minimum of 165 square feet;

[3. Accommodate source separation of recyclable materials in accordance with State requirements;](#)

[4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and](#)

[5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.](#)

Diagram for large apartment — perspective view

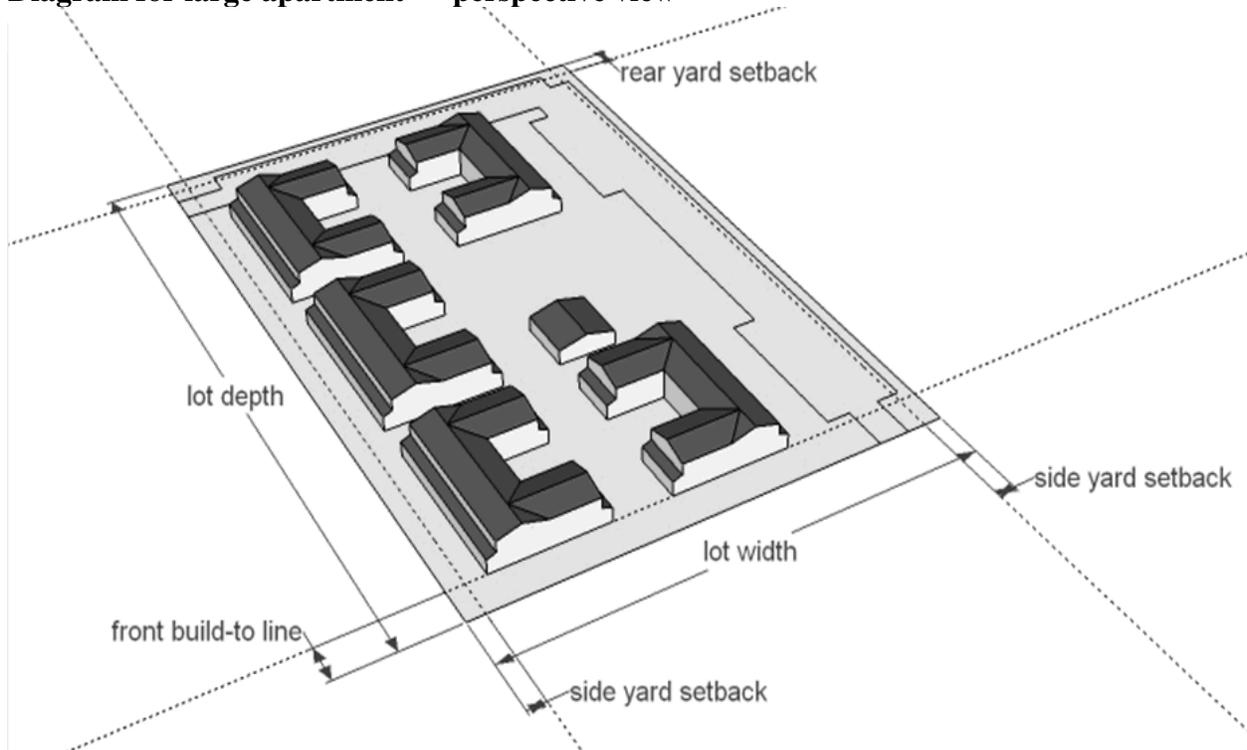
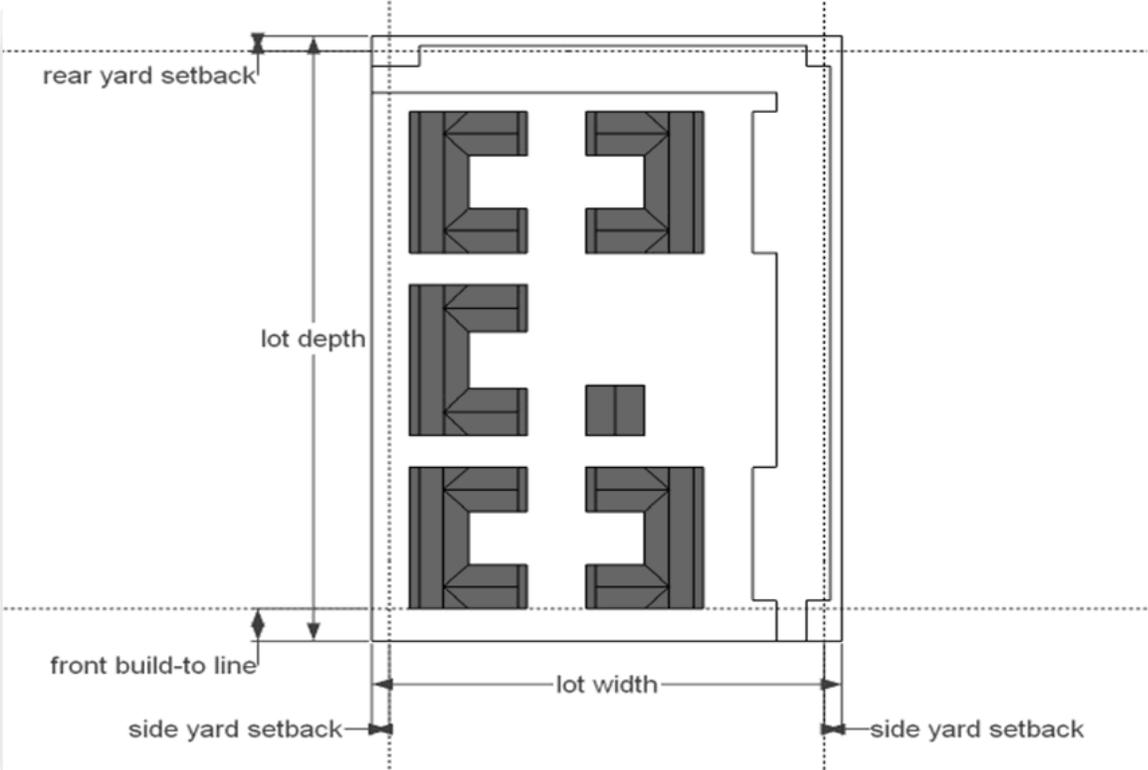


Diagram for large apartment — site plan view



(Ord. No. 989, § 1, 4-9-2013; Ord. No. 1020, § 4, 2-14-2017)

17.12.130 - Property development regulations.

A. General Regulations.

1. No new building or commercial coach shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section or Article X of Chapter 17.40, Commercial Coaches as Temporary Offices, which are pertinent to its placement on said lot or parcel.
2. No existing building or commercial coach located on an existing legal lot or parcel of land shall be convened, enlarged or moved unless said building, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines, or policies and subsection B of this section or Article X of Chapter 17.40, Commercial Coaches as Temporary Offices, which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created and no building, or portion thereof, existing on such new lot shall be used, unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section which are pertinent to the area and dimensions for new lots and the placement or location of buildings on said lot.

B. C Zone. Wherever property is designated as a C zone on the zoning map the following regulations, specific or general, shall apply:

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section, except those lots created within the boundaries of an approved shopping center to accommodate individual tenants. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)

	Minimum	Minimum	Minimum
Zone	Lot Area	Lot Width*	Lot Depth
C	10,000 sq. ft.	100 ft.	100 ft.

* Also denotes minimum street frontage.

See Section 17.40.070, 17.40.080, 17.40-.090A or 17.40.090B in the event public use or required street dedication would reduce the net lot area, lot width, or lot depth of an existing lot to less than the required minimum.

2. Yard Requirements.

- a. Additions or modifications to buildings or uses, either constructed or having received building permit approval, or having been legally established prior to May 4, 1983, may be

allowed with respect to yards of lesser dimension than required in this subsection where, in the opinion of the Director, allowing less than full compliance with the yard requirements would impose no substantial detriment to abutting property or improvements thereon. In rendering a decision on whether to allow a reduction of the required yard, the Director shall consider whether:

(See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.)

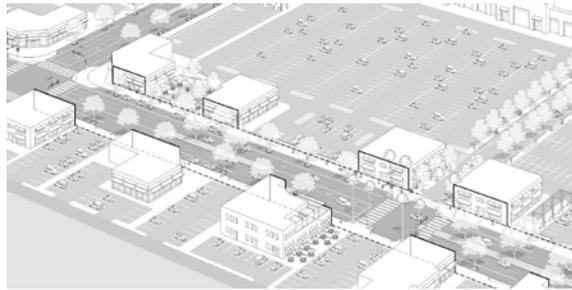
- 1) There are special circumstances or exceptional characteristics applicable to the property involved which are not generally applicable to other properties in the same vicinity with the same zoning;
- 2) An adjustment (if authorized) will constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning; and
- 3) The strict application of the yard requirements would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the yard requirements.

In no case shall the Director's approval of the reduction of a required yard relieve the applicant/property owner from complying with minimum landscape requirements established by this title, unless such relief is specifically approved by the Director. (See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.)

- b. Setbacks, building placement, and building design shall be provided as follows. Guidance in the application of these requirements is provided by adopted city design guidelines and various diagrams contained within this code:

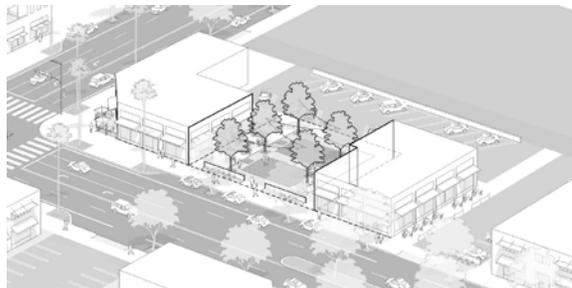
- 1) Street Frontages.
 - a) Street Frontage-Build-To Line. A "build-to" line for street frontages is established as follows. This "build-to" line shall apply to all street frontages adjacent to a property where pedestrian or vehicular access is available from that frontage:
 - (1) Arterial Street: Zero (0) to twelve (12) feet.
 - (2) All Other Streets: Zero (0) to six (6) feet.
 - b) Building Placement. Except as provided in Section 17.12.130.B.2.b.1) c), building placement on a property shall comply with the following requirements.
 - (1) New buildings, or additions to existing buildings, shall be designed and located so that a minimum of fifty (50) percent of the street frontage(s) has buildings located at the established "build-to" line for the parcel.
 - (2) Vehicular driveways and parking areas shall not be located between the façade of a building located at the "build-to" line and the back of the public sidewalk.
 - (3) In areas of the site where buildings are not located at the established "build-to" line, a minimum landscaped area of ten (10) feet in width shall be provided from the back of the sidewalk to any parking area. Such width

may be reduced by the approving authority where a parkway design is used to separate the sidewalk from the street curb. Landscaping installation and maintenance shall be in accordance with the requirements of Chapter 8.50.



Example of Building Placement at Build-To Line for 50% of Street Frontage
Diagram Courtesy of Sargent Town Planning

- c) Exceptions to Building Placement Requirements. Exceptions to the requirement for building placement established in subsection may be granted by the approval authority in the following circumstances:
 - (1) In the case of a commercial center, an exception may be granted where an anchor tenant requires a specific dimension for a "view corridor" from the adjacent street.
 - (2) On a corner lot situation, an exception may be granted to reduce the minimum fifty (50) percent requirement on one of the frontages where another frontage exceeds the minimum requirement and the overall intent of the build-to line requirement is met.
 - (3) Where people-oriented activity areas, such as outdoor dining locations, are provided at the build-to line and designed in such a way as to meet the intent of the "build-to" line, an exception may be granted.
 - (4) Where a drive-through lane is provided between the building and the "build-to line", an exception may be granted if the building provides, as required in Section 17.12.130.B.2.b.2), sufficient design features facing the street frontage(s).



Example of Placement of Outdoor Activity Areas Along Street Frontage at Build-To Line
Diagram Courtesy of Sargent Town Planning

- 2) Building Design Requirements. All buildings located entirely or partially at the "build-to" line shall meet the requirements as stated below. Determination of the

appropriate building design elements shall be guided by Section 17.12.230 and the adopted city design guidelines.

a) Building Façades facing Street Frontage(s).

- (1) Buildings shall generally be oriented so that the rear of the building does not directly face the adjacent street frontage(s). The approving authority may approve an exception to this where sufficient design elements, including but not limited to building fenestration, building materials, pedestrian access points into and through the building, and other techniques are provided to meet the design intent of the code.
- (2) Design of building façades facing a street shall provide the appearance of a storefront. Design elements may include arcades, patios, awnings, and overhangs as appropriate to enhance appearance and use of the space.

b) Public Entrances.

- (1) Except as provided under subsection ii., all buildings located entirely or partially at the "build-to" line shall have a public entrance directly facing the street frontage, and provide direct pedestrian access to the entrance from the adjacent street frontage.
- (2) A public entrance may be located on the side of a building not directly facing a street frontage provided that the entrance is clearly visible to people from the adjacent street, direct public access is provided, and the building façade directly facing the street has sufficient fenestration and other design elements and treatment to create a visible connection with that street frontage.



Building Entrance and Treatment for Side-On Design
Diagram Courtesy of Sargent Town Planning

- 3) Interior side yard and rear yard: Ten (10) feet where abutting a residential zone.

3. Height Regulations. The height of buildings shall be as follows:

- a. No building or structure in the C zone shall exceed a height of 50 feet or 3 stories, whichever is less. This section does not apply to conditional use permit uses which shall be subject to Article I of Chapter 17.32. (See Article XII of Chapter 17.40 for general exceptions.)
- b. No commercially used building in the C zone which is within 100 feet of any RR, SRR, or R zone shall exceed a height of 2 stories or 35 feet, whichever is less.

- c. No building may be constructed which would shade any existing active solar energy system on adjoining property without the consent of the affected property owner.
 - d. Exception for Solar Systems. Solar collectors may exceed the height limit when mounted on the roof of a legal, conforming building. The right to exceed the height limit shall be exercised only in the event that: there is no other practical means or location for achieving an efficient placement on the building or site in question; such collectors may exceed the height limit only to the extent necessary to achieve efficient placement; in no case shall such solar collectors (or related equipment) encroach more than 5 feet beyond the limit. Also the placement of a solar collector shall not shade or otherwise diminish the efficiency of existing solar collectors on neighboring property, or preclude such property from sufficient solar access to successfully operate a solar energy system sufficient to serve the needs of the business or occupants.
4. Reserved.
5. Landscaping. No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot.
6. Outside display. All displays shall be located wholly within an enclosed building with the exception of the following:
- a. Amusement rides and devices;
 - b. Automobile sales, limited to automobiles, tractors, and trucks under 2 tons held for sale and rental only;
 - c. Automobile service stations, limited to automobile accessories and facilities necessary to the dispensing of petroleum products only;
 - d. Boat sales, limited to boats held for sale or rental only;
 - e. Carnivals—Commercial;
 - f. Christmas trees and wreaths, sale of;
 - g. Crops, field, tree, bush and row, including nursery stock, flowers and vines;
 - h. Electric distribution substations;
 - i. Equipment rental;
 - j. Gas metering and control stations, public utility;
 - k. Mobilehome sales, limited to mobilehomes held for sale or rental only;
 - l. Parking lots;
 - m. Pumpkins and other seasonal agricultural products, sale of;
 - n. Recreational vehicle sales, limited to recreational vehicles held for sale or rental only;
 - o. Signs, existing outdoor advertising;
 - p. Temporary outdoor sales subject to Section 17.12.070;
 - q. Trailer sales, box and utility, limited to trailers held for sale only.
7. [Trash enclosure location\(s\) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:](#)

- [1. Locate trash enclosures away from view, from primary entrances drive or streets;](#)
- [2. Design the trash enclosure to be a minimum of 165 square feet;](#)
- [3. Accommodate source separation of recyclable materials in accordance with State requirements;](#)
- [4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and](#)
- [5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.](#)

(Ord. 711 §§ 15, 44 (part), 1995: prior zoning ord. § 221.050)

(Ord. No. 907, § 5, 10-28-2008; Ord. No. 1016, § 3, 12-13-2016; [Ord. No. 1028, § 1, 7-11-2017](#))

17.12.150 - Signs—General provisions.

- A. The provisions of this section regulating signs shall not apply to the following signs except as otherwise indicated herein:
1. Official notices issued by any court, public body or public officer;
 2. Notices posted by any public officer in performance of a public duty, or for any person in giving legal notice;
 3. Traffic, directional, warning or informational signs or banners required or authorized by the public authority having jurisdiction over such signs;
 4. Official signs used for emergency purposes only;
 5. Permanent memorial or historical signs, plaques or markers;
 6. Public utility signs, provided such signs do not exceed 3 square feet in area;
 7. Any signs for a shopping center of 10 net acres or more which are lawfully erected in accordance with a city-approved sign program required as a condition of approval of the conditional use permit authorizing the shopping center;
 8. Any signs for a shopping center of less than 10 net acres which are lawfully erected in accordance with a city-approved sign program required as a condition of the site plan approval.
- B. Prohibited Signs. The following signs shall be prohibited in the C zone and may not be included in any sign plan.
1. Signs which contain or utilize:
 - a. Any exposed incandescent lamp,
 - b. Any revolving beacon light,
 - c. Any continuous or sequential flashing operation, except signs displaying time of day, atmospheric temperature or having programmable electronic public service messages only,
 - d. Any system for display of time of day, atmospheric temperature or programmable electronic public service messages in which:
 - 1) The messages are not public service in nature, or
 - 2) The proposed display has any illumination which is in continuous motion or which appears to be in continuous motion, or
 - 3) The message is changed at a rate faster than one message every 4 seconds, or
 - 4) The interval between messages is less than one second, or
 - 5) The intensity of illumination changes, or
 - 6) The display is located less than 100 feet on the same side of the street, or 200 feet across the street, from residentially zoned property;
 2. Any notice, placard, bill, card, poster, sticker, banner, sign, advertising or other device calculated to attract the attention of the public which any person posts, prints, sticks, stamps,

tacks or otherwise affixes, or causes the same to be done to or upon any street, right-of-way, public sidewalk, crosswalk, curb, lamppost, hydrant, tree, telephone pole or lighting system, or upon any fixture of the police or fire alarm system of the city of Lancaster or the county of Los Angeles;

3. Any sign which is placed in a manner which would obstruct a driver's or pedestrian's vision and thus create a hazard, or potential hazard, to the public health, safety or welfare;
 4. Any strings of pennants, banners or streamers, clusters of flags, strings of twirlers or propellers, flares, balloons, and similar attention-getting devices, including noise-emitting devices, with the exception of the following:
 - a. Automobile sales uses only may utilize pennants, banners or streamers subject to the following conditions:
 - 1) All such displays must be positioned horizontally and parallel to the ground and shall maintain a minimum height of 14 feet and a maximum height of 18 feet from grade level.
 - 2) All lines supporting such devices shall be secured in a taut manner and shall exhibit no more than 5 inches sag or droop at midline. No more than 3 such lines may be placed above one another and such lines shall be located along street frontages only.
 - 3) All pennants, banners or streamers shall be maintained in good condition. Such devices which have become torn, tattered, faded or otherwise fallen into disrepair shall be removed or replaced.
 - b. National state, local governmental, institutional or corporate flags properly displayed,
 - c. Holiday decorations in season used for an aggregate period of 60 days in any one calendar year;
 5. Awning or entrance canopy signs;
 6. Devices dispensing bubbles and free-flowing particles of matter;
 7. Devices projecting, or otherwise reproducing the image of a sign or message on any surface or object;
 8. New outdoor advertising signs;
 9. Pole signs;
 10. Portable signs;
 11. Projecting signs;
 12. Revolving signs of any kind;
 13. Roof signs;
 14. Sidewalk signs;
 15. Signs advertising or displaying any unlawful act, business or purpose;
 16. Signs emitting or amplifying sounds for the purpose of attracting attention;
 17. Temporary signs, except as otherwise specifically permitted by this title.
- C. General Sign Regulations. The following regulations apply to all signs in the C zone:

1. In no case shall a lighted sign or lighting device thereof be placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a street, sidewalk or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance.
 2. Existing outdoor advertising signs are subject to Section 17.40.210.
 3. Signs, except outdoor advertising signs, may be single-, double- or multi-faced, provided that:
 - a. The distance between the faces of any double-faced sign, other than a "V" shaped projecting sign, shall not exceed 36 inches.
 - b. The separation between the intersecting faces of any multi-faced sign shall not exceed 12 inches.
 4. Any sign located on vacant and unoccupied property, and which was erected for an occupant or business unrelated to the present occupant or business, or any sign which pertains to a time, event or purpose which no longer exists shall be removed within 30 days after the purpose for, or use utilizing such sign has been removed from such property.
 5. Any permitted sign may be a changeable copy sign.
 6. All signs shall be designed in the simplest form and be free of any exposed bracing, angle iron, guy wires, cables or similar devices.
 7. The exposed backs of all signs visible to the public shall be suitably covered, finished and properly maintained.
 8. All signs shall be maintained in good repair, including display surfaces which shall be kept neatly painted or posted.
 9. Any sign which does not conform to the provisions of this title shall be made to conform or shall be removed as provided in subsection B.4. of Section 17.32.850 except as provided in Section 17.32.850B.4.c.
 10. Except where otherwise specifically provided by this title, sign regulations established pursuant to this title shall not apply to signs within a building, arcade, court or other similarly enclosed area where such signs are not visible to the public without entering such facilities.
 11. The height of all signs shall be measured from the highest point of the sign.
- D. Computation of Sign Area. Computation of the surface area of any sign face shall consist of all lettering, figures, symbols, designs and pictures, together with all framing, background material, colored or illuminated areas, and attention-attracting devices forming an integral part of the overall display, but excluding all support structures, except that:
1. Superficial ornamentation of a non-message-bearing character which does not exceed 5% of the surface area of the sign face shall be exempted from computation.
 2. Wall signs painted on or affixed directly to a building wall or façade, and having no discernible boundary, shall have the areas between letters, words intended to be read together, and any device intended to draw attention to the sign message included in any computation of surface area of the sign face.
 3. Signs placed in such a manner, or bearing a text, as to require dependence upon each other in order to convey meaning shall be considered one sign and the intervening areas between the signs shall be included in any computation of surface area of the sign face.

4. Spherical, cylindrical or other 3-dimensional signs shall be considered to have 2 faces. The area of each sign face shall consist of $\frac{1}{2}$ of the total area of the 3-dimensional sign.

(Ord. 711 § 15 (part), 1995; prior zoning ord. § 221.061)

17.12.160 - Business signs.

Business signs may be permitted in the C zone subject to Section 17.12.230, and the restrictions of this section. For more information concerning specific types of signs see Section 17.04.240, Definitions.

A. Wall Business Signs.

1. Area Permitted.

- a. Each ground floor business establishment fronting on and/or oriented toward one or more streets may be permitted (See Section 16.04.060 of this code for the definitions of the different classifications of streets):
 - 1) On lots or parcels abutting or directly across a local or collector street from residentially zoned property, a maximum of one square foot of wall sign area for each one linear foot of building frontage;*
 - 2) On all other lots or parcels a maximum of 3 square feet of wall sign area for each one linear foot of building frontage;
 - 3) If building identification signs are used, the area of such signs shall be subtracted from the area permitted for wall signs.

* EXCEPTION. In instances where businesses abut residentially zoned property but the proposed signs do not face toward residentially zoned property, the Director may determine the amount of signage to be permitted not to exceed the maximum of 3 square feet for each one linear foot of building frontage.

- b. Where a ground floor business establishment fronts only on a parking lot, alley, open mall, landscaped open space, or other public way, the exterior building wall facing such parking lot, alley, open mall, landscaped open space, or other public way shall be considered a building frontage for purposes of computing permitted wall sign area.
- c. A ground floor business establishment having entrances intended for and regularly utilized by the public on the side of a building not considered to be building frontage by this section shall be permitted one wall sign on each such side provided the sign does not exceed $\frac{1}{2}$ the sign area permitted on the building frontage of said business. Where a business has more than one building frontage recognized by this section, an average of the permitted sign areas shall be used in computation. The combined area of all signs shall not exceed that specified in subsection A.1. of this section.
- d. Except as provided in subsection A.1.c. of this section, permitted sign area shall be used only on the face of the building wall for which it was calculated. No sign area may be transferred from one building frontage to another.
- e. Any building containing business establishments which front only on an indoor mall having a limited number of entrances, shall be considered a single establishment for the purpose of computing the wall sign area permitted on the exterior walls of such building.
- f. Each ground floor business establishment shall be permitted a minimum sign area of 20 square feet for each building frontage.

- g. Each business establishment located above the ground floor which has an individual entrance from the outside of the building may be allowed a wall sign near the individual entrance in accordance with the area permitted for ground floor uses under subsection A.1.a.1) of this section. Such business establishments which are served by a common entrance may not have signs above the ground floor.
 - h. Each business establishment located on the ground floor or second floor having no building frontage shall be permitted a maximum of 4 square feet of sign area facing the street. Such business establishments may not have signs above the ground floor.
2. Height Permitted. Wall business signs shall not extend above:
 - a. Eighteen inches below the top of the wall of a single-story building;
 - b. The lowest point of a sloping roof of a single-story building.
 3. Projection Permitted. Wall business signs shall not project more than 18 inches from the building wall to which they are attached. Freestanding signs may not project over the public right-of-way.
 4. Lighting. Wall business signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- B. Freestanding Business Signs. ~~Monument signs and post signs are the only freestanding business signs permitted in the C zone.~~
1. Monument Signs and Post Signs. Monument Signs and Post Signs shall comply with the following standards:
 - ~~1.~~ a. Frontage. ~~Freestanding business~~Monument and post signs may be permitted on any lot or parcel of land for each street frontage having a continuous distance of 150 feet or more. Such signs may also be permitted as provided in subsection B.9. of this section.
 - ~~2.~~ b. Area Permitted.
 - ~~1a.~~ Except as otherwise provided in this section, the maximum freestanding business sign area that shall be permitted for each street frontage or for each combination of frontages considered to be a single frontage under either subsection B.9.a. or b. of this section is:
 - ~~1)a.~~ On lots or parcels where the street frontage abuts or is directly across a local or collector street from residentially zoned property, 50 square feet total sign area;
 - ~~b2.~~ On all other lots or parcels, 150 square feet total sign area.
- Where the locational requirements of Section 17.12.140 et seq. permit additional freestanding business signs on the same frontage, sign area allocated for each sign may be any proportion provided that the sum does not exceed the maximum permitted sign area established herein for a specific frontage or combination of frontages and that they conform to all other requirements of Section 17.12.140 et seq.

- c3. Height Permitted. Monument and post ~~Freestanding business~~ signs shall not exceed a maximum height of 12 feet measured vertically from ground level at the base of the sign, or 3 feet below the roof line, whichever is least.
- d4. Location of Signs on All Lots and Parcels.
 - a1. Monument and post signs ~~Freestanding business signs~~ shall not be located nearer than 50 feet from any lot line, other than a lot line adjoining a street.
 - 2b. Monument and post signs ~~Freestanding business signs~~ shall not be located nearer than 150 feet from any other freestanding business sign on the same frontage on the same lot, parcel of land, or within any shopping center.
 - 3e. Monument and post ~~Freestanding~~ signs shall be directed toward the street frontage from which the area of the sign is computed.
- 5e. Projection.
 - a1. Monument and post ~~Freestanding business~~ signs shall not project over the roof of any building or structure.
 - 2b. Monument and post ~~Freestanding business~~ signs shall not project over any public right-of-way.
- f6. Movement. Monument and post ~~Freestanding business~~ signs shall not rotate, move or simulate motion in any way.
- g7. Lighting. Monument and post signs ~~Freestanding business signs~~ may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- 8h. Other requirements for monument signs.
 - 1. Sign copy shall be displayed within one sign structure. No other signage shall be attached to or placed on the monument sign.
 - 2. All electrical service to the sign shall be underground and hidden from view.
- i9. Exceptions.
 - a1. If a lot or parcel of land is a corner lot, the distances of any 2 intersecting street frontages may be combined and considered as a single frontage for the purpose of erecting and/or maintaining a single freestanding business sign adjacent to the corner formed by the intersecting street frontages, provided that:
 - a.1) The total combined distance of the 2 street frontages is 150 feet or more with no frontage less than 50 feet; and
 - b.2) No street frontage shall be used in combination as described herein more than once; and
 - c.3) Such sign or signs comply with all area, height, projection, lighting, movement, and locational requirements established elsewhere in this title.

2**b**. If any application for Director's Review, including a site plan and an architectural sketch of the proposed sign, is first submitted to and approved by the Director as provided in Article VI of Chapter 17.32, the street frontages of 2 or more contiguous lots or parcels of land may be combined and considered as a single frontage for the purpose of jointly erecting and/or maintaining one freestanding business sign, provided that:

a.~~1~~) The combined street frontage is 150 feet or more; and

~~2~~b.) Such lots or parcels of land share a common street frontage; and

~~3~~c.) Such sign complies with all area, height, projection, lighting, movement and locational requirements established elsewhere in this title; and

~~4~~d.) If one such lot is a corner lot, only frontage along the street common to all lots or parcels of land so combined shall be used in these computations and all other frontages shall be considered separately.

3. If an application for Director's Review, including a site plan and an architectural sketch of the proposed sign, is first submitted to and approved by the Director as provided in Article VI of Chapter 17.32, one monument sign 42 inches or less in height may be erected and/or maintained on a lot or parcel of land having less than 150 feet of continuous street frontage. However if a monument sign greater than 42 inches in height or a post sign is desired by the applicant the Director, in approving any such application shall make the following findings in addition to those specified in Section 17.32.790:

a.~~1~~) That no freestanding business sign currently exists on the subject property; and

b.~~2~~) That it is not practical for the applicant to combine the street frontage of said property with the frontage of one or more contiguous properties in order to comply with the minimum frontage requirement pursuant to subsection B.1. of this section; and

c.~~3~~) That surrounding buildings, structures or topographical features would substantially obstruct the visibility of a wall sign as permitted by this section for a distance of 100 feet, on one or both sides of such sign, measured along the center line of the street upon which such property fronts; and

d.~~4~~) That the requested sign is necessary for the effective identification of businesses located on said premises; and

e.~~5~~) That the requested sign will not obscure or significantly detract from existing legal signing located on surrounding properties; and

f.~~6~~) That the requested sign does not constitute a detriment to public health, safety and welfare; and

g.~~7~~) That the requested sign is in compliance with all other provisions of this title.

4**e**. If the obstruction referred to in subsection B.9.c.3) of this section is a nonconforming sign, the Director shall require, as a condition of approval, that

the proposed sign be removed no later than the date specified by this title for removal of the nonconforming sign. Such date for removal shall not be extended except in the instance where the amortization period for said nonconforming sign has been extended by the approval of an application for nonconforming use and structure review. In such instance, the new removal date shall not extend beyond the new amortization period established for said nonconforming sign.

The maximum permitted area of such sign shall be in the following ratio:

- a. ~~1)~~ On lots or parcels where the street frontage abuts or is across a local or collector street from residentially zoned property, ½ square foot of sign area for each foot of street frontage up to a maximum of 50 square feet total sign area; and
 - 2) b. On all other lots or parcels, 1½ square feet of sign area for each foot of street frontage up to a maximum of 150 square feet total sign area.
- 5e. Proposals for shopping centers of more than 2 net acres but no greater than 10 net acres shall require the submittal of an overall sign program which is subject to the Director's Review and approval. Shopping centers of greater than 10 net acres in size shall require an overall sign program as a condition of the required conditional use permit.

2. Pylon Signs. Pylon Signs shall comply with the following standards:

- a. Number. One sign for each site with a minimum of 150 feet of frontage on a major arterial.
- b. Height. Maximum of 12 feet. For signs over 12 feet in height a Conditional Use Permit shall apply.
- c. Location. Signs shall be located a minimum of 15 feet from interior side lot lines. Criteria for determining the precise location of signs shall include, but not limited to, visibility from the street, proximity to other signs and buildings, frontage and configuration of the site. Each sign shall a minimum of 100 square feet of landscaped planter area proportionally surrounding the sign, which shall be in addition to any other required landscaped area.
- d. Street Address. All signs shall contain a street address.
- e. Design Guidelines. Signs permitted per this section shall comply with any sign design guidelines that may be adopted by the City or as may be determined by the Director.
- f. Design Review. All signs shall be reviewed and approved or conditionally approved with a Director's Review or Conditional Use Permit. Factors that the Director or Commission will consider include, but are not limited to the following:
 1. That the sign does not interfere with the ability of adjoining properties or uses to have visible signage;
 2. That the sign does not detract from architectural features of the building; and

3. That the sign does not interfere with vehicular or pedestrian movement or with visibility for vehicular or pedestrian movements.

- C. Under Marquee Sign. Each business establishment may be permitted under marquee signs subject to the following restrictions:
 - 1. Area permitted: Maximum of 3 square feet total sign area.
 - 2. Number permitted:
 - a. Maximum of 2 per tenant; and
 - b. One for each entrance.
 - 3. Height above sidewalk: Shall not be less than 8 feet.
 - 4. Lighting. Under marquee signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- D. Window Signs. Each business establishment may be permitted display window signs subject to the following restrictions:
 - 1. Area permitted: Maximum of 25% of the window area.
 - 2. Lighting. Window signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- E. Incidental Business Signs. Each business establishment may be permitted incidental business signs provided:
 - 1. That such signs are wall signs or window signs or are displayed within an existing freestanding sign structure; and
 - 2. That such signs do not exceed 3 square feet in sign area or 6 square feet in total sign area; and
 - 3. That the sum of the sign areas of all such signs does not exceed 10 square feet.
 - 4. Incidental business signs may be internally or externally lighted but any continuous or sequential flashing operation is prohibited.

(Ord. 711 § 15 (part), 1995: prior zoning ord. § 221.063)

17.12.640 - Property development regulations.

A. General.

1. No new building or commercial coach shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section or Article X of Chapter 17.40 which are pertinent to its placement of said lot or parcel.
2. No existing building or commercial coach located on an existing legal lot or parcel of land shall be converted, enlarged or moved unless said building or commercial coach, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created, or any building, or portion thereof, existing on such new lot be used unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section which are pertinent to the area and dimensions for new lots and those regulations pertinent to the placement or location of buildings on said lot.

B. H Zone.

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)
 - a. Minimum lot area: 40,000 square feet (see Sections 17.40.070 and 17.40.080 in the event public use or required street dedication would reduce the net area of an existing lot to less than 40,000 square feet);
 - b. Minimum lot width: 100 feet (see Section 17.40.090A in the event the width of an existing lot is reduced by public use);
 - c. Minimum lot depth: 100 feet (see Section 17.40.090B in the event the depth of an existing lot is reduced by public use).
2. Yard Requirements.
 - a. Additions or modifications to buildings or uses, either constructed or having received building permit approval, or having been legally established prior to June 15, 1983, may be allowed with yards of lesser dimension than required in this subsection where, in the opinion of the Director, allowing less than full compliance with the yard requirements would impose no substantial detriment to abutting property or improvements thereon. The Director shall then also consider if:
 - 1) There are special circumstances or exceptional characteristics applicable to the property involved which are not generally applicable to other properties in the same vicinity with the same zoning,

- 2) An adjustment (if authorized) will constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning, and
 - 3) The strict application of the yard requirements would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the yard requirements, in rendering a decision on whether to allow a reduction of the required yard. In no case shall the Director's approval of the reduction of a required yard relieve the applicant/property owner from complying with minimum landscape requirements established by this title unless such relief is specifically approved by the Director. (See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.)
- b. Yards shall be provided as follows:
- 1) Front yard, street side yard and interior side yard: 20 feet plus 5 feet for each story over one. No parking shall take place within 20 feet of a property line within a required front or street side yard, such area shall be fully landscaped except where crossed by approved driveways. Parking on lawns or other landscaped areas is prohibited.
 - a) The front yard, street side yard and interior side yard of all uses shall be landscaped with living plant materials such as trees, shrubs and lawn prior to occupancy by any use, shall be served by a permanent automatic irrigation system and shall be maintained as required in this title.
 - 2) Rear yard:* 50 feet.
 - a) Where the rear yard abuts a public street, said yard shall be landscaped in the same manner as required for the front yard for a distance of not less than 20 feet, measured from the street right-of-way line to a line parallel to the right-of-way on the lot or parcel of land.
3. Maximum lot coverage: 50% of the lot area.
4. Landscaping: No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot.
- * EXCEPTION: Solar energy systems are permitted in rear yards and are not counted against lot coverage.

5. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:

1. Locate trash enclosures away from view, from primary entrances drive or streets;
2. Design the trash enclosure to be a minimum of 165 square feet;
3. Accommodate source separation of recyclable materials in accordance with State requirements;
4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and

5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

-(Ord. 711 § 44 (part), 1995; Ord. 651 § 4 (part), 1993; prior zoning ord. § 224.050)

17.12.800 - Property development regulations.

A. General.

1. No new building shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or temporary commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
2. No existing building or temporary commercial coach located on an existing legal lot or parcel of land shall be converted, enlarged, or moved unless said building, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created or any building, or portion thereof, existing on such new lot be used, unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, which are pertinent to the area and dimensions for new lots and those regulations pertinent to the placement or location of buildings on said lot.

B. OP Zone. Wherever property is designated as an OP zone on the zoning map the following regulations shall apply:

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)

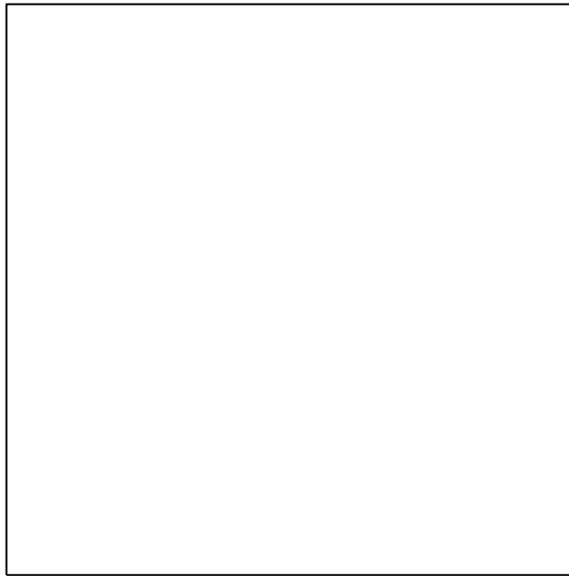
	Minimum	Minimum	Minimum
Zone	Lot Area	Lot Width*	Lot Depth
OP	10,000 sq. ft.	80 ft.	100 ft.

* Also denotes minimum street frontage.

See Section 17.40.070, 17.40.080, 17.40.090 A or 17.40.090B in the event public use or required street dedication would reduce the net lot area, lot width, or lot depth of an existing lot to less than the required minimum.

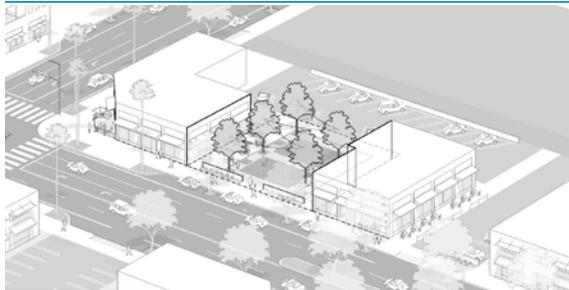
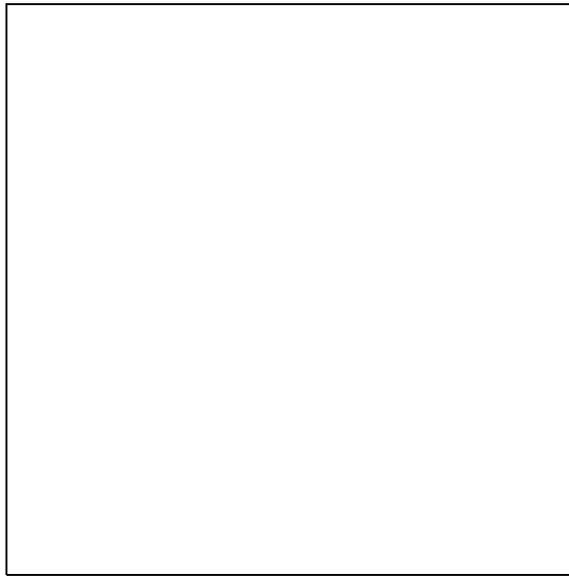
2. Setbacks, building placement, and building design shall be provided as follows. Guidance in the application of these requirements is provided by adopted city design guidelines and various diagrams contained within this code:
 - a. Street Frontages.

- 1) Street Frontage-Build-To Line. A "build-to" line for street frontages is established as follows. This "build-to" line shall apply to all street frontages adjacent to a property where pedestrian or vehicular access is available from that frontage:
 - a) Arterial Street: Zero (0) to twelve (12) feet.
 - b) All Other Streets: Zero (0) to six (6) feet.
- 2) Building Placement. Except as provided in Section 17.12.800.B.2.a.3), building placement on a property shall comply with the following requirements.
 - a) New buildings, or additions to existing buildings, shall be designed and located so that a minimum of fifty (50) percent of the street frontage(s) has buildings located at the established "build-to" line for the parcel.
 - b) Vehicular driveways and parking areas shall not be located between the façade of a building located at the "build-to" line and the back of the public sidewalk.
 - c) In areas of the site where buildings are not located at the established "build-to" line, a minimum landscaped area of ten (10) feet in width shall be provided from the back of the sidewalk to any parking area. Such width may be reduced by the approving authority where a parkway design is used to separate the sidewalk from the street curb. Landscaping installation and maintenance shall be in accordance with the requirements of Chapter 8.50.



3) Exceptions to Building Placement Requirements. Exceptions to the requirement for building placement established in subsection may be granted by the approval authority in the following circumstances:

- a) In the case of a commercial center, an exception may be granted where a major tenant requires a specific dimension for a "view corridor" from the adjacent street
- b) On a corner lot situation, an exception may be granted to reduce the minimum fifty (50) percent requirement on one of the frontages where another frontage exceeds the minimum requirement and the overall intent of the build to line requirement is met.
- c) Where people-oriented activity areas, such as outdoor dining locations, are provided at the build-to line and designed in such a way as to meet the intent of the "build-to" line, an exception may be granted.
- d) Where a drive-through lane is provided between the building and the "build-to line", an exception may be granted if the building provides, as required in Section 17.12.800.B.2.b, sufficient design features facing the street frontage(s).



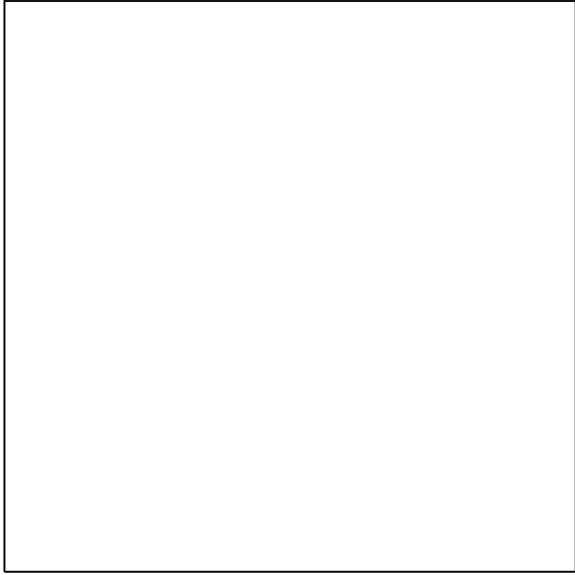
building design elements shall be guided by Section 17.12.230 and the adopted city design guidelines.

1) Building Façades facing Street Frontage(s).

- a) Buildings shall generally be oriented so that the rear of the building does not directly face the adjacent street frontage(s). The approving authority may approve an exception to this where sufficient design elements, including but not limited to building fenestration, building materials, pedestrian access points into and through the building, and other techniques are provided to meet the design intent of the code.
- b) Design of building façades facing a street shall provide the appearance of a storefront. Design elements may include arcades, patios, awnings, and overhangs as appropriate to enhance appearance and use of the space.

2) Public Entrances.

- a) Except as provided under subsection ii below, all buildings located entirely or partially at the "build-to" line shall have a public entrance directly facing the street frontage, and provide direct pedestrian access to the entrance from the adjacent street frontage.
- b) A public entrance may be located on the side of a building not directly facing a street frontage provided that the entrance is clearly visible to people from the adjacent street, direct public access is provided, and the building façade directly facing the street has sufficient fenestration and other design elements and treatment to create a visible connection with that street frontage.



case shall such solar collectors (or related equipment) encroach more than 5 feet beyond the limit. Also the placement of a solar collector shall not shade or otherwise diminish the efficiency of existing solar collectors on neighboring property, or preclude such property from sufficient solar access to successfully operate a solar energy system sufficient to serve the needs of the business or occupants.

4. Maximum floor area ratio (FAR): 0.75. (See definition in Section 17.04.240.)
5. Landscaping. Plant materials used in landscaping shall include drought-tolerant species and the landscaping shall be designed to minimize water usage and prevent runoff. No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot. All landscaped areas shall conform to Title 8, Chapter 8.50, Landscaping Installation and Maintenance of the Lancaster Municipal Code. All landscaping shall be completed prior to occupancy by any use and shall be maintained as defined in this title.
6. Outside Storage and Display. All outside storage and display is prohibited with the exception of the following:
 - a. Parking lots;
 - b. Signs, existing outdoor advertising.
7. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
 1. Locate trash enclosures away from view, from primary entrances drive or streets;
 2. Design the trash enclosure to be a minimum of 165 square feet;
 3. Accommodate source separation of recyclable materials in accordance with State requirements;
 4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and
 5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

(Ord. 711 § 43 (part), 1995; prior zoning ord. § 225.050)

(Ord. No. 907, § 5, 10-28-2008; [Ord. No. 1028, § 2, 7-11-2017](#))

17.16 - INDUSTRIAL ZONES

Article I. - In General

17.16.010 - In general.

As used in this title, "industrial zones" means the LI, ~~MI~~, HI and BP zones.

(Prior zoning ord. § 240.000)

17.16.020 - Purpose and intent.

The purpose and intent of the I zones is to provide the means necessary to implement the city of Lancaster general plan, specifically:

- A. The LI zone implements the "light industry" category;
- ~~B. The MI zone implements the "medium industry" category; and~~
- C. The HI zone implements the "heavy industry" category; as set forth in the text of the general plan and as delineated on the general plan map. These zones are intended to be in accordance with applicable goals, objectives, policies and actions set forth by the plan. These zones are intended to allow the development of industrial uses thereby providing for the industrial and employment needs of the city and adjoining areas and business in an urban environment with full urban services.

It shall also be the intent of this zone to apply the provisions of this zone including but not limited to the property development regulations required herein to all new building lots created after the effective date of the ordinance codified in this title.

It shall not be the intent of this title to render previously legally created building lots or legally constructed buildings which do not comply with the new property development regulations or other requirements of this title to be nonconforming where these lots or buildings complied with the ordinances in effect at the time of their creation or construction. However, proof of compliance with ordinances in effect at the time of creation or construction shall be the sole burden of the applicant or property owner. Such proof may include building permits, minutes of council or commission action, case files, or other documentation.

(Prior zoning ord. § 241 .010)

17.16.030 - Prohibition.

A person shall not use any premises in the LI, ~~MI~~ or HI zones except as hereafter permitted in this title and subject to all regulations and conditions enumerated in this title.

(Prior zoning ord. § 241.020)

17.16.040 - Permitted uses—I zones.

The permitted uses of the I zones are grouped into categories of similar uses rather than exhaustive lists of single uses. Extensive examples are given for purposes of clarifying the types of uses allowed by

each category. The following categories of uses are permitted in all of the I zones except where specific references limiting certain uses to the LI, ~~MI~~ or HI zones are made. All uses are subject to any stated exceptions, development requirements, and approval of a site plan as follows:

- A. Existing Residential Uses. Such uses may continue to be used as a permitted use provided that such uses may not be expanded by a cumulative total of more than 500 square feet of floor area and comply with Article VII of Chapter 17.32.
- B. Commercial Uses.
 - 1. Existing Nonconforming Commercial Uses. Such uses may continue to be used as a permitted use provided that such uses may not be expanded beyond their ability to meet current parking requirements, and design and performance standards related to the expansion, on their existing site.
 - 2. Existing Conforming and New Commercial Uses. Such uses shall include, but not be limited to permitted uses within the Commercial zone under Section 17.12.040, unless specifically addressed within the I zones ~~animal hospital (veterinarian), answering service, banks, barber and beauty shops, dry cleaning, equipment rental, insurance, medical and dental offices, mobilehome sales, office supplies, real estate, restaurants, and similar uses, which are primarily intended to provide goods and services to the businesses and employees which are located or expected to locate within the zone.~~ Uses which meet the definition of an alcohol sales establishment as contained in Section 17.42.020 shall be required to obtain a conditional use permit, ~~except as otherwise noted under Section 17.16.060.~~
- C. Aircraft-Related Uses. This category includes but is not limited to the manufacture, storage, maintenance, repair or overhaul of aircraft or missile components, parts, accessories, equipment and power plants and is permitted only in the HI zone.
- D. Automobile, Boat, Equipment, Motorcycle, Truck, Tractor, Sales, Service, Repair, Accessories and Parts. This category includes but is not limited to motor vehicle dealerships including recreational vehicles, auto parts stores: tires, batteries and accessory stores; body and frame shops, auto upholstery shops, brake shops, car wash, muffler shops, radiator shops, repair shops, service stations, and similar uses. All repair activities within the LI zone shall be conducted within an enclosed building. Auto service and repair uses, body and frame shops, heavy equipment repair and tire sales on lots within 300 feet of residentially zoned property shall be required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the Director.

This category does not include automobile impound yards (See Section 17.16.060), automobile wrecking yards, or salvage operations, (See subsection E of this section.)
- E. Automobile Dismantling Yards, Scrap Metal Processing Yards, and Similar Metal Salvage Operations. This category includes but is not limited to automobile impound yards, automobile wrecking, metal salvage operations, and junk and salvage operations. All uses in this category shall be permitted only in the HI zone. Any such use in this category on lots within 300 feet of residentially zoned property shall be conducted within an enclosed building and required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the Director. (See subsection A.10. or 15. of Section 17.16.220, as applicable.)

This category does not include recycling facilities as defined in this title or the smelting of metals. (See Section 17.16.070.)

- F. Building Trades and Related Uses. This category includes, but is not limited to appliance sales, blueprint services, building supplies, cabinet making, carpenter shop, contractor equipment yard, electricians and electrical supply, engineers and surveyors, fence contractors, glass stores, janitorial service and supply, landscape materials (including nurseries), lumber yards, pool contractors, plumbing sales, spa sales, truss manufacturing, wood stove sales and similar uses. Batch plants and concrete transit mix uses shall be permitted only in the HI zone provided that batch plants and concrete transit mix uses within 300 feet of residentially zoned property shall be required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the [Director](#). (See Section 17.16.220.A.10. [and Section 17.16.220.B](#))

- G. Communication Facilities and Services, Public and Private. This category includes but is not limited to communications equipment, duplicating, lithographers, microwave stations, photocopying, photo engravers, printers or publishers, radio and television broadcast studios, telegraph offices, telephone repeater stations, tourist information centers, and similar uses.

This category does not include radio and television transmission towers or wireless telecommunication facilities. (See Section 17.40.640).

- H. Food Manufacturing, Processing, Wholesale Sales and Storage. This category includes but is not limited to bottling plants, breweries, coffee roasting, dairy products, dextrine manufacturing, fruit and produce, malt products, meat processing, oleomargarine, sodium glutamate, soft drinks, vitamin tablets, ~~wineries,~~ and similar uses. All such uses within the LI zone shall be conducted within an enclosed building.

This category does not include dairies, lard manufacturing, pickles, sausage, sauerkraut, slaughter houses, distillation of vinegar, or the canning of other fish or meats and similar uses. (See Section 17.16.070.)

- I. Manufacturing—General. This category includes but is not limited to assembly plants, automotive, beds and bedding manufacturing, billboards, bone products, building materials, brushes, ceramics, clay and cement products, doors, drugs, dry goods, electric and electronic products, felt, fiberglass, fur products, furniture, glass, hair products, heating equipment, jewelry, leather products, machine shops, mobilehomes and factory-built housing, paper products, plastic products, recreational vehicles, springs, starch, stone products, textiles, tobacco products, tools, uses which manufacture products from recycled materials, welding, wood products, wool and woolen products, wrought iron and similar manufacturing uses. All such uses within the LI zone shall be conducted within an enclosed building. Any such use in this category on lots within 300 feet of residentially zoned property shall be required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the [Director](#). (See Section 17.16.220A.10. [and Section 17.16.220.B](#))

This category does not include cement manufacturing, explosives, foundries, paper manufacturing, manufacturing of plastics, or tanning of animal hides. (See Section 17.16.070.)

- J. Public Safety Facilities and Services. This category includes but is not limited to ambulance service, fire stations, highway patrol stations, municipal maintenance yards, police stations, and similar uses.
- K. Public Services and Utilities. This category includes but is not limited to the following uses:
1. Electric transmission substations including microwave facilities used in conjunction therewith;
 2. Gas Distribution Depots. This use is permitted in the ~~MI and~~ HI zones only;
 3. Publicly owned uses necessary to the maintenance of the public health, convenience or general welfare, including federal, state, county, city, or special district offices, libraries and court facilities;
 4. Public utility service yards;
 5. Water reservoirs, dams, treatment plants, gauging stations, pumping stations, tanks, wells, and any use normal and appurtenant to the storage and distribution of water. Exception: This use is not subject to site plan review (Section 17.16.120).
- L. Recycling Facilities. This category includes but is not limited to reverse vending machines, small and large collection facilities and light processing facilities. Heavy processing facilities shall be permitted in the HI zone only. All uses in this category are subject to the criteria and standards of Section 17.40.~~290300~~. (See definitions in Section 17.04.240.) This category also includes uses which reuse recyclable materials.
- M. Rental Establishments. This category includes, but is not limited to, automobile, clothing, equipment (including heavy equipment in the ~~MI and~~ HI zones), furniture, hospital equipment, recreational vehicles, and similar rentals.
- N. Repair Services. This category includes but is not limited to appliance repair, gunsmiths; heating, refrigeration, and air conditioning repair; jewelry repair, locksmiths, shoe repair, watch repair, and similar repair services.
- O. Research and Development. This category includes but is not limited to laboratories and facilities for scientific research, development and testing including administrative offices.
- This category does not include the development and testing of hazardous materials, biological or chemical warfare agents, or explosives. (See Section 17.16.070.)
- P. Schools—Specialized Training. This category includes but is not limited to manual training, shop work, or the repair and maintenance of machinery or mechanical equipment.
- This category does not include business and professional schools [see Section 17.16.060](#) as ~~identified (in Section 17.12.040) in the C zone.~~
- Q. —Sexually Oriented Businesses. This category includes but is not limited to adult bookstores, adult motels, adult motion picture theaters, adult theaters, adult cabarets, escort agencies, massage parlors, semi-nude model studios, and similar uses subject to the requirements of Ordinance No. 619 and is permitted only in the HI zone. (See Article IV of Chapter 17.16.)
- R. Warehousing, Wholesaling and Storage. This category includes but is not limited to cold storage distributors, ministorage warehouse, moving van and storage, truck terminals, and warehouses. (See Section 17.16.220.A.10.)

- S. Water reservoirs, dams, treatment plants, gauging stations, pumping stations, tanks, wells, and any use normal and appurtenant to the storage and distribution of water. Exception: This use is not subject to site plan review. (Section 17.16.120.)
- T. Other Uses. This category includes those uses which do not fall into any other category, and are not temporary uses, uses subject to ~~D~~director's ~~R~~Review, or uses subject to permit in this zone, which ~~in the opinion of the D~~director ~~deems the use are~~ consistent with the purpose and intent of this zone and similar to other uses permitted herein.

(Ord. 896 § 1 (Exh. A § 22), 2008; Ord. 793 § 1 (Exh. A), 2001; Ord. 753 § 1 (Exh. A § 3 (part)), 1999; Ord. 711 §§ 30 (part), 32, 1995; prior zoning ord. § 241.021)

17.16.050 - Accessory and temporary uses.

A. The following uses are considered as accessory uses to the permitted uses in the I zones:

1. Accessory buildings and structures customarily used in conjunction therewith.

a. Cargo containers may be used as accessory buildings and structures in the I zones, subject to the following:

- 1) Containers shall meet the applicable front yard, side yard, and rear yard requirements contained in Section 17.16.130.B.2.
- 2) Containers shall only be used for incidental uses that are permissible in the zone.
- 3) Containers shall not be stacked on top of each other or on any other structure.
- 4) Containers shall not encroach upon, block, obstruct, or reduce in any manner any required exits, windows or vent shafts of structures, or any required parking spaces, driveways, private streets, or public rights of way.
- 5) Containers shall not be used for human habitation or occupied by individuals for any reason.
- 6) Containers shall not have any electrical, plumbing, heating or air conditioning installations or systems, and shall not be connected to a power source.
- 7) Refuse, garbage, trash and debris, as well as hazardous substances, as defined by state or federal law, shall not be placed or stored in, against, on, or under a cargo container at any time.
- 8) Containers shall require a container permit. The number and location of cargo containers used as accessory buildings or structures in the I zones shall be subject to the review and prior written approval of the ~~D~~directors ~~of planning and housing and neighborhood revitalization~~, or their duly authorized representatives. Upon such approval, compliance with all conditions of approval, and payment of a container permit fee in an amount established by city council, a container permit shall be issued.

B. The following uses are considered as temporary uses in the I zones:

1. The placement and use of a temporary office in conjunction with a construction or development project undertaken pursuant to an active building permit. A temporary office shall be placed on the lot or parcel which is part of the project, or on property adjoining the

construction or development site with the written consent of the property owner. The placement of a temporary office shall not occur until the building permit is obtained. The temporary office shall be removed within thirty (30) days after the permit is expired, revoked, or finalized.

2. Commercial coaches used as temporary offices subject to the provisions of Article X of Chapter 17.40 and this zone. ~~ml1; 3. a.~~
 - b. Cargo containers may be used for the temporary construction storage described in (a) of this subsection. A cargo container approved pursuant to this subsection shall not require a separate permit. The number and location of cargo containers used for temporary construction storage shall be subject to the review and prior written approval of the building official and ~~D~~irectors of planning and housing and neighborhood revitalization or their duly authorized representatives. Application for approval of cargo containers for temporary construction storage shall be made on a city-approved form and shall indicate the number of the building permit obtained for the construction or development project for which the temporary construction storage is requested, the size of each cargo container, the proposed location of each container on the property, and the date on which each container shall be placed on the property.
 - c. The time period for which a cargo container may be used for temporary construction storage is limited to the time when the building permit is active. An active building permit means one that has not expired, been revoked, or been finalized. Cargo containers used for temporary construction storage shall be removed from the property within thirty (30) calendar days of the expiration, revocation or finalization of a building permit.
 - d. Cargo containers used for temporary construction storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
 - e. Cargo containers used for temporary construction storage shall conform to the following standards:
 - 1) Cargo containers shall be set back a minimum of five feet from any property line and a minimum of ten (10) feet from any structure.
 - 2) Cargo containers shall not be stacked on top of each other or on any other structure.
 - 3) Cargo containers shall not encroach upon, block, obstruct, or reduce in any manner any required exits, windows or vent shafts of structures, or any parking spaces, driveways, private streets, or public rights of way.
 - 4) Cargo containers shall not be used for human habitation or occupied by individuals for any reason.
 - 5) Cargo containers shall not have any electrical, plumbing, heating or air conditioning installations or systems, and shall not be connected to a power source.
 - 6) Refuse, garbage, trash and debris, as well as hazardous substances, as defined by state or federal law, shall not be placed or stored in, against, on, or under a cargo container at any time. ~~ml1; 4. a.~~
 - b. The number and location of cargo containers used for temporary industrial storage shall be subject to the review and prior written approval of the building official and ~~D~~irector~~s of planning and housing and neighborhood revitalization~~ or their duly authorized

representatives. A cargo container approved under this subsection shall not require a separate permit. Application for approval of cargo containers for temporary industrial storage shall be made on a city-approved form and shall indicate the number of the building permit obtained for the repair, remodeling, alteration or other work for which the temporary industrial storage is requested, the size of each cargo container, the proposed location of each container on the property, and the date on which each container shall be placed on the property.

- c. The time period for which a cargo container may be used for temporary industrial storage is limited to the time when the building permit is active. An active building permit means one that has not expired, been revoked, or been finalized. Cargo containers used for temporary industrial storage shall be removed from the property within thirty (30) calendar days of the expiration, revocation or finalization of a building permit.
- d. Cargo containers used for temporary industrial storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
- e. Cargo containers used for temporary industrial storage shall conform to the standards set forth in Section 17.16.050.B.3.e. ~~ml1; 5. a.~~
- b. Cargo containers used for emergency industrial storage shall require a container permit. The number and location of cargo containers used for emergency industrial storage shall be subject to the review and prior written approval of the ~~d~~Director ~~s of planning and housing and neighborhood revitalization~~ or their duly authorized representatives. Upon such approval, and payment of a container permit fee in an amount established by city council, a container permit shall be issued.
- c. Cargo containers may be used for emergency industrial storage for a period not to exceed fifteen (15) calendar days. This use may be extended for an additional ten (10) calendar days upon the prior written approval of the Directors ~~of planning and housing and neighborhood revitalization~~.
- d. Cargo containers used for emergency industrial storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
- e. Cargo containers used for emergency industrial storage shall conform to the standards set forth in Section 17.16.050.B.3.e. ~~ml1; 6. a.~~
- b. Cargo containers used for relocation storage shall require a container permit. The number and location of cargo containers used for relocation storage shall be subject to the review and prior written approval of the Directors ~~of planning and housing and neighborhood revitalization~~ or their duly authorized representatives. Upon such approval, and payment of a container permit fee in an amount established by city council, a container permit shall be issued.
- c. Cargo containers may be used for relocation storage for a period not to exceed fifteen (15) calendar days. This use may be extended for an additional ten (10) calendar days upon the prior written approval of the Directors ~~of planning and housing and neighborhood revitalization~~.
- d. Cargo containers used for relocation storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.

- e. Cargo containers used for relocation storage shall conform to the standards set forth in Section 17.16.050.B.3.e., except as provided in f. of this subsection.
 - f. Cargo containers used for relocation storage may be placed in parking lots so long as they do not reduce the number of required parking spaces.
- C. Electric Vehicle Charging Station. An electric vehicle charging station (EVCS) shall be permitted as an accessory use within any existing legal single-family or multiple-family residential garage or carport, or within any existing legal commercial parking space in a parking lot or in a parking garage, subject to all applicable city code requirements and the following:
- 1. Electric vehicle charging stations (EVCS) for public use shall be subject to the following requirements:
 - a. The EVCSs shall be located in a manner which will be easily seen by the public for informational and security purposes and shall be illuminated during evening business hours; and
 - b. Be located in desirable and convenient parking locations which will serve as an incentive for the use of electric vehicles; and
 - c. The EVCS pedestals shall be protected as necessary to prevent damage by automobiles; and
 - d. The EVCS pedestals shall be designed to minimize potential damage by vandalism and to be safe for use in inclement weather; and
 - e. Complete instructions and appropriate warnings concerning the use of the EVCS shall be posted on a sign in a prominent location on each station for use by the operator; and
 - f. One standard nonilluminated sign, not to exceed 4 square feet in area and 10 feet in height, may be posted for the purpose of identifying the location of each cluster of EVCSs; and
 - g. The EVCS may be on a timer that limits the use of the station to the normal business hours of the use(s) which it serves to preclude unauthorized use after business hours.
 - 2. Electric vehicle charging stations for private use shall:
 - a. Be located in a manner which will not allow public access to the charging station; and
 - b. Comply with subsections C.1.c., d. and e. of this section.
- D. Mini Wireless Telecommunication Facilities. This category includes all mini wireless telecommunication facilities subject to the requirements of Section 17.40.640.
- E. Cargo containers that are present on private real property, for any use or purpose, on the effective date of this section shall be removed within six months from the effective date, unless the property owner obtains the requisite approvals and permits in conjunction with accessory or temporary uses allowed in Section 17.16.050.B. and otherwise complies with all regulations pertaining to cargo containers.

This subsection does not apply to the following real property:

- 1. Real property owned, leased, rented, occupied or used by a public agency or entity;

2. Real property owned, leased, rented, occupied or used by a nonpublic or private school. For purposes of this subsection, "nonpublic school" means a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program and is certified by the California Department of Education. For purposes of this subsection, "private school" means a full-time day school that provides instruction in the several branches of study required to be taught in the public schools of the state, by persons capable of teaching, and that files an annual private school affidavit as required by the California Department of Education. For purposes of this subsection, "private school" does not include a school that provides instruction in a building used for residential purposes. A nonpublic or private school is not exempt unless it is operating in conformity with all pertinent land use and technical code regulations.

(Ord. 753 § 1 (Exh. A § 2 (part), 1999; Ord. 713 § 3 (part), 1995; prior zoning ord. § 241.023)

(Ord. No. 921, §§ 18—20, 6-9-09)

17.16.060 - Uses subject to ~~e~~Ddirector's ~~R~~rreview and approval.

If site plans and/or other pertinent information required by the ~~e~~Ddirector for the proposed use are first submitted to and approved by the ~~e~~Ddirector in accordance with Article VI of Chapter 17.32, premises in the I zones may be used for the following uses:

A. Uses subject to ~~D~~director's ~~R~~rreview in all I zones:

1. Auctions and swap meets,
2. Boarding kennels,
3. Carnivals, subject to the provisions of Chapter 9.46,
4. Schools- Business and Professional. This category includes but is not limited to art, barber, dance, music, real estate, and similar schools.
45. Christmas trees and wreaths, the sale of, between November 1st and December 25th, both dates inclusive, to the extent permitted by other statutory and ordinance provisions. Any structures, facilities and materials used for the sale of trees and wreaths shall be removed from the premises by December 31st of the same calendar year, and the property restored to a clean condition,
56. Crops, field, tree, bush, berry and row, including nursery stock, flowers and vines, provided that no sludge or biosolid material shall be applied to any land as a soil amendment. Roadside stands, retail sale of crops grown on the premises, and signs advertising products produced on the premises,
67. Day nursery, children,
78. Dwelling units, as follows:
 - a. One dwelling unit within a building on the same lot or parcel of land which is legally being used so as to require the continuous supervision of a caretaker and his immediate family, or

- b. Dwelling units within a building or premises used for agricultural purposes, which dwelling units are occupied only by persons employed on the same premises, and their immediate families, or
- c. Where subsection A.7.a. of this section permits the use of a dwelling unit for a caretaker, a mobilehome containing one dwelling unit may be used in lieu of such dwelling unit for a period not to exceed 6 consecutive months in any 12 month period. Or, if intended for a residence for up to the maximum limit of 5 years, the mobilehome shall comply with the provisions of Section 17.08.370.C for foundation systems,

~~89.~~ 99. Parking. Joint usage or leased (see Section 17.16.210.B),

~~910.~~ 910. Wild Animals. Wild animals may be temporarily used, kept or maintained for a period not to exceed:

- a. Ten days in conjunction with the lawful operation of a circus or animal exhibition, or
- b. Sixty days where used in motion picture and television production, except that the ~~d~~Director ~~may~~, where he finds that such extension is consistent with the intent of this section and neither detrimental to the public welfare or to the property of other persons located in the vicinity thereof, extend such time period for not to exceed 30 additional days, and
- c. Provided said animals are used, kept, or maintained pursuant to and in compliance with, all regulations of the city of Lancaster and the Los Angeles County department of animal control,

~~1011.~~ 1011. Minor co-located and stealth wireless telecommunication facilities subject to the requirements of Section 17.60.640,

~~11. Wine tasting establishment, including dining and sales associated with such operation, operated under a Type 02 liquor license issued by State ABC. In approving such use, the director may impose conditions of operation as provided in Chapter 17.42, except that distance separation requirements shall not be mandatory,~~

~~12. Temporary alcohol sales, subject to the requirements of Section 17.42.140,~~

~~1312.~~ 1312. Solar electrical generating plants only, in the HI zone. (Note: All other electrical generating plants require a conditional use permit in the HI zone; see Section 17.16.070C.1);

~~1413.~~ 1413. Small wind energy systems (co-located), subject to the requirements of section 17.40.690;

~~1514.~~ 1514. Emergency shelters, only in the LI zone.

15. Entertainment and Recreation. This category includes, but is not limited to bowling alleys, golf driving ranges, shooting ranges, video game arcades, and similar uses. This shall not include dance halls, pool halls and night clubs (see section 17.16.070.A.5)

~~B. Uses subject to director's review only in the MI zone:~~

~~1. Automobile impound yards;~~

~~CB.~~ CB. Uses subject to Director's Review only in the HI zone:

1. Crushing of used asphalt or concrete, rock, or other materials for use as an aggregate.
2. Major wireless telecommunication facilities located more than 1,000 feet from residentially zoned property, subject to the requirements of Section 17.40.640. Facilities located within 1,000 feet of residentially zoned property shall be subject to a conditional use permit (see Section 17.16.070.A.4).

C. Other Uses. Uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in these zones shall be subject to interpretation of the Director.

(Ord. 898 § 2, 2008; Ord. 896 § 1 (Exh. A § 23), 2008; Ord. 758 § 1 (Exh. A § 4 (part)), 1999; Ord. 753 § 1 (Exh. A §§ 7, 8), 1999; prior zoning ord. § 241.024)

(Ord. No. 941, § 1, 2-9-2010; Ord. No. 989, § 6, 4-9-2013; Ord. No. 999, § 6, 8-26-2014)

17.16.070 - Uses subject to conditional use permits.

The uses subject to permit in the I zones are grouped into categories of similar uses rather than exhaustive lists of single uses. Extensive examples are given for purposes of clarifying the types of uses in each category. The following categories of uses may be permitted in the I zones provided a conditional use permit has first been obtained as provided in Article I of Chapter 17.16, and while such permit is in full force and effect in conformity with conditions of such permit for:

A. Uses subject to permits in all I zones:

1. Alcohol sales establishments as defined in and subject to the requirements of Section 17.42.020, including:
 - a. Incidental off-site alcohol sales establishment,
 - b. Incidental on-site alcohol sales establishment,
 - c. Primary off-site alcohol sales establishment,
 - d. Primary on-site alcohol sales establishment,
 - e. Bona fide restaurant,
 - f. Liquor store,
 - g. Mini-mart with alcohol sales,
 - h. Nightclub with alcohol sales,
 - i. Temporary Alcohol Sales;
 - j. Wine-tasting establishment.
2. Radio and television transmission towers,
3. Research and Development. This category includes but is not limited to laboratories and facilities for scientific research, development and testing including administrative offices involving the use of hazardous materials. Agricultural and biological research involving sludge or biosolid material shall be conducted only within an enclosed building or suitable containment vessel.

This category does not include the development and testing of biological or chemical warfare agents or explosives;

4. Major Wireless Telecommunication Facilities. This category includes all major wireless telecommunication facilities in the LI zone and major wireless telecommunication facilities in the HI zone within 1,000 feet of residentially zoned property subject to the requirements of Section 17.40.640. Co-located and stealth communication facilities are subject only to Director's Review and shall not require a conditional use permit;
5. Mini-marts, Pool Halls, Dance Halls, and Nightclubs without alcohol.

6. Churches

~~B.~~ ~~Uses subject to permits only in the MI zone:~~

- ~~1. Recycling Facilities. This category includes only heavy processing facilities,~~
- ~~2. Storage. This category includes only rock and gravel storage in excess of 2,000 tons;~~

~~CB.~~ Uses subject to permits in the ~~MI and~~ HI zones:

1. Electrical generating plants, all types except solar (see Section 17.16.060A.13),
2. Storage. This category is limited to the following:
 - a. Gas, above ground storage in excess of 500,000 cubic feet,
 - b. Storage of oil, gasoline or petroleum products in any quantity exceeding 100,000 gallons,
3. Waste Disposal. This category is limited to waste disposal facilities as defined in Section 17.04.240;

~~DC.~~ Uses subject to permits only in the HI zone:

1. Agricultural Related Uses. This category includes but is not limited to cattle sales yards, dairies, hog ranches and livestock feed yards; provided that, no sludge or biosolid material shall be applied to any land as a soil amendment,
2. Chemical Manufacturing. This category includes but is not limited to the manufacture of: ammonia, asphalt, caustic soda, celluloid, cellulose, chlorine gas, coal tar products, creosote, fertilizers, glue, guncotton, gypsum, hydrocyanic acid products, lime, phenol, plastics, potash, pyroxylin products, size, soda ash, synthetic ammonia, and similar uses. All uses in this category will be subjected to close scrutiny in terms of the relative safety of such uses and their potential effects on the community with emphasis on their impact on odor and air quality in general; specifically their handling of hazardous materials and waste.

This category does not include the manufacturing of food,

3. Food Manufacturing, Processing, Sale and Storage. This category is limited to the following food products: canning of fish or meat, fat rendering, gelatin, lard, meat packing, pickles, sausage, sauerkraut, slaughterhouses, tallow and vinegar,
4. Hazardous Waste Facility. This category is subject to the provisions of Article VII of Chapter 17.40,

5. Manufacturing—General. This category is limited to the following: explosives, smelting and casting of metals, paper manufacturing, plastic manufacturing or tanning of animal hides,
6. Pest control;

D.E. Uses subject permits to the LI and HI zones: College or university campuses.

E. Other Uses. Uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in these zones shall be subject to interpretation of the Director.

(Ord. 898 § 3, 2008; Ord. 896 § 1 (Exh. A §§ 24, 25), 2008; Ord. 761 § 1, 1999; Ord. 758 § 1 (Exh. A §§ 5, 6), 1999; Ord. 753 § 1 (Exh. A § 9), 1999; prior zoning ord. § 241.025)

(Ord. No. 1007, § 5, 10-13-2015)

17.16.080 - Interpretation.

Where a conflict in interpretation occurs regarding application of Section 17.16.030, 17.16.040, 17.16.050, 17.16.060 or 17.16.070 to any specific case, the D-director shall determine the interpretation.

(Prior zoning ord. § 241.026)

17.16.090 - Adjustments.

The Director ~~director~~ may reduce the required minimum lot width, minimum lot depth, yard requirements and parking requirements by an amount not to exceed 10%; may increase the maximum height regulations and maximum sign area by an amount not to exceed 10% of the amount specified by the I zones; and may increase the floor area ratio (FAR) up to an amount not to exceed 0.8; where the D~~d~~Director finds that the applicant has demonstrated that:

- A. There are special circumstances or exceptional physical characteristics applicable to the property including size, shape, topography, location or surroundings involved which are not generally applicable to other properties in the same vicinity with the same zoning; and
- B. An adjustment (if authorized) will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning; and
- C. The strict application of the requirements sought to be reduced or increased would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the requirements.
- D. In the case of parking requirements only, a program exists whereby employees utilize, or will utilize, public transit, carpools, vanpools, bicycles, motorcycles, or walk to work, and that sufficient parking has been provided for the modes of travel utilized.
- E. Approval of the application will result in the need for less grading and disturbance of soils and natural vegetation.
- F. Approval of the application will result in the retention/preservation of native vegetation; particularly Joshua trees, California Juniper or Creosote shrubs.

- G. Approval of the application will not diminish the visual appearance of the property or neighborhood.
- H. Approval of the application will not increase the overall average of the FAR to more than the maximum specified for the zone on all I zoned properties within 500 feet of the site.

Any reduction or increase greater than those specified in this section shall be subject to the granting of a variance.

(Prior zoning ord. § 241.027)

17.16.100 - Height regulations.

The height of buildings or structures shall be as follows:

- A. No building or structure shall exceed:
 - 1. In the LI zone: height of 50 feet; and
 - ~~2. In the MI zone: a height of 60 feet;~~
 - 23. In the HI zone: a height of 70 feet.

This section does not apply to conditional use permit uses which shall be subject to Article I of Chapter 17.32. (See Article XII of Chapter 17.40 for general exceptions.)

- B. No commercially or industrially used building in the I zones which is within 100 feet of any RR, SRR or R zone shall exceed a height of 2 stories or 35 feet, whichever is less.
- C. No building may be constructed which would shade any existing active solar energy system on adjoining property without the consent of the affected property owner. (See subsection 1 in the definition of solar energy system in Section 17.04.240.)

(Prior zoning ord. § 241.030)

17.16.110 - Exception for solar systems.

Solar collectors may exceed the height limit when mounted on the roof of a legal, conforming building. The right to exceed the height limit shall be exercised only in the event that: there is no other practical means or location for achieving an efficient placement on the building or site in question; such collectors may exceed the height limit only to the extent necessary to achieve efficient placement; in no case shall such solar collectors (or related equipment) encroach more than 5 feet beyond the limit. Also the placement of a solar collector shall not shade or otherwise diminish the efficiency of existing solar collectors on neighboring property, or preclude such property from sufficient solar access to successfully operate a solar energy system sufficient to serve the needs of the business or occupants.

(Prior zoning ord. § 241.031)

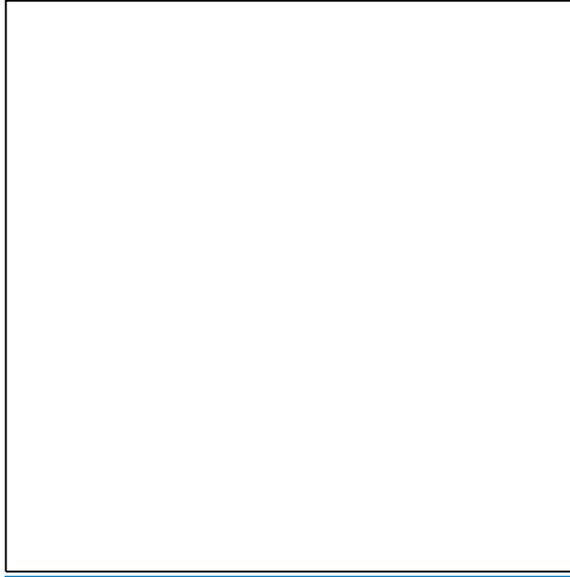
17.16.130 - Property development regulations.

- A. General.

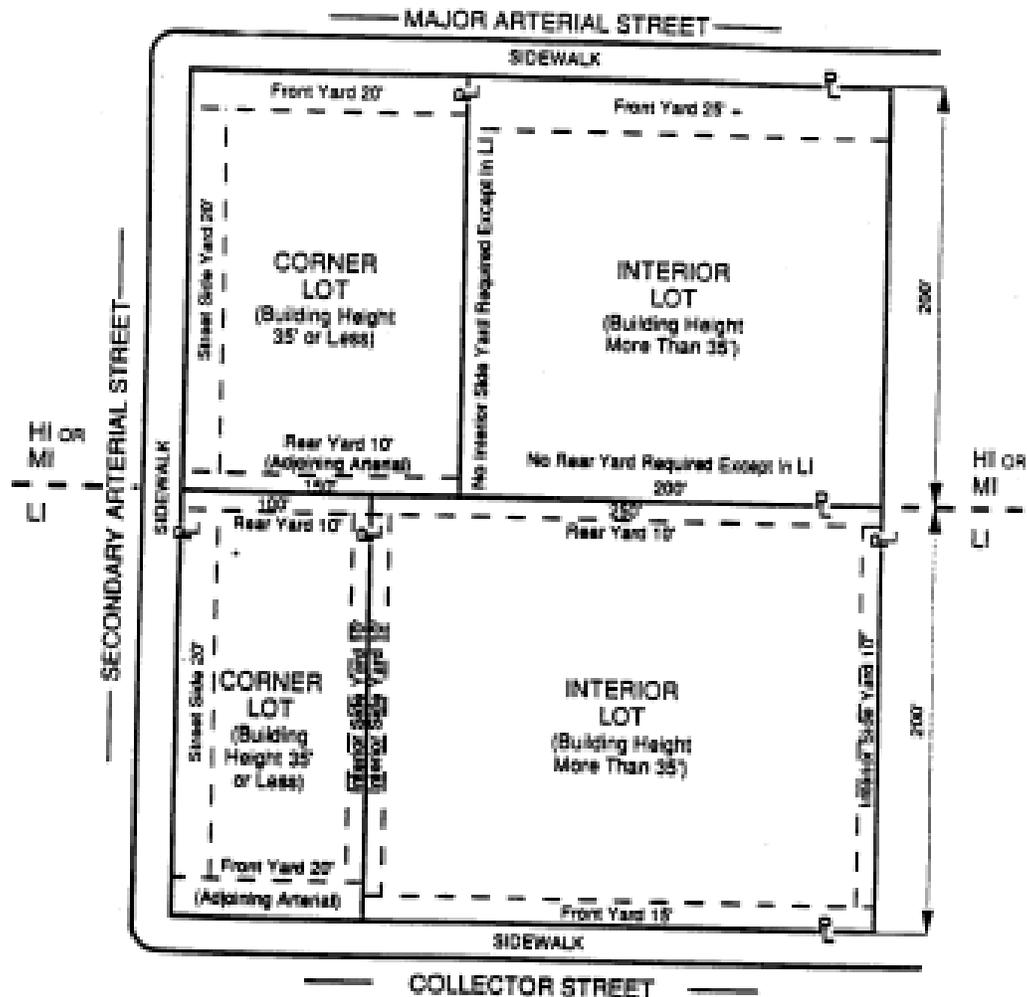
1. No new building or commercial coach shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
 2. No existing building or commercial coach located on an existing legal lot or parcel of land shall be converted, enlarged or moved unless said building, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
 3. No new lot shall be created or any building, or portion thereof, existing on such new lot be used, unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, which are pertinent to the area and dimensions for new lots and those regulations pertinent to the placement or location of buildings on said lot.
- B. I Zones. Wherever property is designated as an I zone on the zoning map the following regulations, specific or general, shall apply:
1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)

Zone	Minimum Lot Area	Minimum Lot Width*	Minimum Lot Depth
LI	10,000 sq. ft.	180 ft.	100 ft.
MH	20,000 sq. ft.	100 ft.	150 ft.
HI	20,000 sq. ft.	100 ft.	150 ft.

* Also denotes minimum street frontage.



**YARD DIAGRAM
INDUSTRIAL ZONE
OR I ZONE**



NOTE: P = Property Line

- + Yards must be measured from property lines except on alternate street sections
- + Indicates Director discretion to increase setback

THIS DIAGRAM IS FOR ILLUSTRATIVE PURPOSES ONLY

See Section 17.40.070, 17.40.080, 17.40.090 A or 17.40.090B in the event public use or required street dedication would reduce the net lot area, lot width, or lot depth of an existing lot to less than the required minimum.

2. Yard Requirements. Yards shall be provided as follows:

See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.

a. Front yard—~~LI, MI~~ and HI zones:

- 1) Adjoining a freeway, expressway, or arterial street: 20 feet where the building is 35 feet or less in height. The front yard for buildings which are more than 35 feet in height shall be established on a case-by-case basis by the Director to mitigate any adverse or potentially adverse impact on neighboring properties, but in no case be less than 25 feet.
- 2) All other properties:
 - a) LI zone: 15 feet;
 - b) ~~MI and~~ HI zone: 10 feet.

b. Street side yard—~~LI, MI~~ and HI zones:

- 1) Adjoining a freeway, expressway or arterial street: same as subsection B.2.a.1) of this section;
- 2) All other properties: equal to the front or street side yard, as appropriate, required in the abutting zone, or 10 feet whichever is greater.

c. Interior side yard:

- 1) LI zone: 10 feet;
- 2) ~~MI and~~ HI zone: none.

d. Rear yard:

- 1) LI zone: 10 feet;
- 2) ~~MI and~~ HI zone: 10 feet when adjoining freeway, expressway, or arterial streets. Other properties none.

e. Front and street side yards of properties developed after the adoption of this section shall be landscaped for a minimum depth of 10 feet measured from the back of the sidewalk. Rear yards shall be landscaped only where adjoining a freeway, expressway or arterial street. This requirement may be increased by the Director where he finds it to be necessary to make the proposed development compatible with existing development in the vicinity of the site. Landscaping and irrigation plans shall be submitted to the Director for his approval. Such plans must be approved prior to the issuance of any building permit for the site. Such landscaping and irrigation systems shall have been installed in accordance with the approved plans and verified prior to final inspection approval. The Director determinations on these items may be appealed in accordance with Section 17.36.030. Yards required by this zone are also subject to the general provisions and exceptions contained in Section 17.28.030 which shall apply as specified.

3. Maximum floor area ratio (FAR) (see definition in Section 17.04.240):
 - a. LI zone: 0.5;
 - ~~b. MI zone: 0.6;~~
 - ~~cb.~~ HI zone: 0.5.
4. Landscaping. Plant materials used in landscaping shall include drought-tolerant species and the landscaping shall be designed to minimize water usage and discourage runoff. No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot.
5. Outside Display. All display shall be located wholly within an enclosed building with the exception of the following:
 - a. Amusement rides and devices;
 - b. Automobile sales, limited to automobiles, recreational vehicles, tractors and trucks under 2 tons held for sale and rental only;
 - c. Automobile service stations, limited to automobile accessories and facilities necessary to the dispensing of petroleum products only;
 - d. Boat sales, limited to boats held for sale or rental only;
 - e. Carnivals—Commercial;
 - f. Christmas trees and wreaths, sale of;
 - g. Crops, field, tree, bush and row, including nursery stock, flowers and vines;
 - h. Electric distribution substations;
 - i. Equipment rental and sales including heavy equipment;
 - j. Gas metering and control stations, public utility;
 - k. Mobilehome sales, limited to mobilehomes held for sale or rental only;
 - l. Parking lots;
 - m. Signs, existing outdoor advertising;
 - n. Trailer sales, box and utility, limited to trailers held for sale only.
- C. Exceptions to Yard Requirements — Previously Established Uses. Additions or modifications to buildings or uses, either constructed or having received building permit approval, or having been legally established prior to September 2, 1992 may be allowed with respect to yards of lesser dimension than required in this subsection where, in the opinion of the Director, allowing less than full compliance with the yard requirements would impose no substantial detriment to abutting property or improvements thereon. In rendering a decision on whether to allow a reduction of the required yard, the Director shall determine whether (see Sections 17.40.093, 17.40.095, and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops):
 1. There are special circumstances or exceptional characteristics applicable to the property involved which are not generally applicable to other properties in the same vicinity with the same zoning;

2. An adjustment (if authorized) will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning; and
3. The strict application of the yard requirements would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the yard requirements.

In no case shall the ~~D~~irector's approval of the reduction of a required yard relieve the applicant/property owner from complying with minimum landscape requirements established by this title, unless such relief is specifically approved by the ~~D~~irector of community development.

D. Exceptions to Yard Requirements — Specified LI Zoned Areas,

1. Defined Areas: This exception shall only be applicable to properties that are zoned LI and are located within the area bounded by Avenue I, Division Street, Avenue J, and Sierra Highway, or within the area bounded by Avenue L, 12th Street West, Avenue M and SR-14 (hereafter referred to as defined area (A) and (B) respectively).
2. Purpose and Intent,
 - a. Defined Area A. Same language as current ordinance.
 - b. Defined Area B. Defined area B is bounded SR-14, 12th Street West, Avenue L and Avenue M and consists of numerous vacant lots and developed properties which exhibit narrow lot depths resulting from right-of-way acquisition at the time of freeway construction. The provisions of the zoning ordinance require minimum 10 foot building set backs for both the rear and interior side yards for properties located in the LI zone. Because of the narrow lot configurations, these requirements often create practical difficulties in developing property within Defined Area B. The result is that the properties within Defined Area B cannot be effectively developed. Therefore, the intent of this section is to allow the ~~D~~irector of Community Development to modify the LI Zone rear and interior yard requirements within this area under specified circumstances, while still adhering to all other requirements of the LI Zone.
3. Allowable Exceptions to Yard Requirements — Director's Determination. The ~~d~~irector of community development may reduce or eliminate the yard requirements upon making the findings as noted below. The requirement for front and street side yards shall not be reduced to less than 10 feet of landscaped width except where such requirement would unreasonably interfere with the expansion of an existing building that does not have a setback of at least 10 feet, or where the requirement would preclude the provision of required parking. The ~~D~~irector may grant exceptions where he determines that the following circumstances exist:
 - a. Compliance with the normal yard requirements will result in practical difficulties and unnecessary hardships inconsistent with the purpose of the yard requirements because of the size or configuration of the parcel(s) or the location of existing on-site buildings; and
 - b. It is not practical for the project proponent to acquire additional property that would allow the yard requirements to be met; and
 - c. Granting of the exception will not result in an adverse effect on other properties in the vicinity.

(Ord. 807 (Exh. A), 2002; Ord. 760 § 1 (Exh. A), 1999; Ord. 711 § 43 (part), 1995; Ord. 651 § 4 (part), 1993; prior zoning ord. § 241.050)

17.16.140 - Signs.

A person shall not use, install or construct any sign in the I zones except as specifically permitted in this section and subject to all regulations and conditions, including without limitation submittal of a sign plan, set forth in this title and any other ordinance now existing or hereafter adopted by the city regulating the installation, use and/or construction of signs. A comprehensive sign plan for multiple-tenant projects or an individual sign plan for single-tenant projects, must be submitted to and approved by the Director, or his designated representative. Sign plans must be fully dimensioned, including the proposed sign location(s), elevations, colors and materials. A person who has first obtained approval of the sign plan and all required permits and inspection approval shall be permitted to use, install or construct signs as specified in the I zones.

(Prior zoning ord. § 241.060)

17.16.150 - Signs—General provisions.

- A. The provisions of this section regulating signs shall not apply to the following signs except as otherwise indicated herein:
1. Official notices issued by any court, public body or public officer;
 2. Notices posted by any public officer in performance of a public duty, or for any person in giving legal notice;
 3. Traffic, directional, warning or informational signs required or authorized by the public authority having jurisdiction over such signs;
 4. Official signs used for emergency purposes only;
 5. Permanent memorial or historical signs, plaques or markers;
 6. Public utility signs, provided such signs do not exceed 3 square feet in area.
- B. Prohibited Signs. The following signs shall be prohibited in the I zones:
1. Signs which contain or utilize:
 - a. Any exposed incandescent lamp,
 - b. Any revolving beacon light,
 - c. Any continuous or sequential flashing operation, except signs displaying time of day, atmospheric temperature or having programmable electronic public service messages only,
 - d. Any system for display of time of day, atmospheric temperature or programmable electronic public service messages in which:
 - 1) The messages are not public service in nature, or
 - 2) The proposed display has any illumination which is in continuous motion or which appears to be in continuous motion, or
 - 3) The message is changed at a rate faster than one message every 4 seconds, or
 - 4) The interval between messages is less than one second, or

- 5) The display is located less than 100 feet on the same side of the street or highway or 200 feet across the street from residentially zoned property;
2. Roof signs (see definition in Section 17.04.240);
3. Revolving signs of any kind;
4. Signs advertising or displaying any unlawful act, business or purpose;
5. Devices dispensing bubbles and free-flowing particles of matter;
6. Any notice, placard, bill, card, poster, sticker, banner, sign, advertising or other device calculated to attract the attention of the public which any person posts, prints, sticks, stamps, tacks or otherwise affixes, or causes the same to be done to or upon any street, right-of-way, public sidewalk, crosswalk, curb, lamppost, hydrant, tree, telephone pole or lighting system, or upon any fixture of the police or fire alarm system of the city of Lancaster or county of Los Angeles;
7. Any strings of pennants, banners or streamers, clusters of flags, strings of twirlers or propellers, flares, balloons, and similar attention-getting devices, including noise-emitting devices, with the exception of the following:
 - a. Automobile sales uses only may utilize pennants, banners or streamers subject to the following conditions:
 - 1) All such displays must be positioned horizontally and parallel to the ground and shall maintain a minimum height of 14 feet and a maximum height of 18 feet from grade level.
 - 2) All lines supporting such devices shall be secured in a taut manner and shall exhibit no more than 5 inches sag or droop at midline. No more than 3 such lines may be placed above one another and such lines shall be located along street frontages only.
 - 3) All pennants, banners, or streamers shall be maintained in good condition. Such devices which have become torn, tattered, faded or otherwise fallen into disrepair shall be removed or replaced,
 - b. National, state, local governmental, institutional or corporate flags properly displayed,
 - c. Holiday decorations in season used for an aggregate period of not more than 90 days in any one calendar year;
8. Devices projecting, or otherwise reproducing the image of a sign or message on any surface or object;
9. Signs emitting or amplifying sounds for the purpose of attracting attention;
10. Portable signs;
11. Sidewalk signs;
12. New outdoor advertising signs in the ~~MI and~~ HI zones. No new outdoor advertising signs are permitted in the LI zone but existing outdoor advertising signs may be relocated into the LI zone subject to the provisions of Section 17.40.2100.
13. Pole signs;

14. Any sign which is placed in a manner which would obstruct a driver's or pedestrian's vision and thus create a hazard, or potential hazard, to the public health, safety or welfare.
- C. General Sign Regulations. The following regulations shall apply to all signs in the I zones:
1. In no case shall a lighted sign or lighting device thereof be so placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a public street, highway, sidewalk or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance.
 2. Existing outdoor advertising signs are subject to Section 17.40.210.
 3. Subdivision signs are subject to Section 17.40.220.
 4. Signs, except outdoor advertising signs, may be single-, double- or multifaced, provided that:
 - a. The distance between the faces of any double-faced sign, other than a "V"-shaped projecting sign, shall not exceed 36 inches; and
 - b. The separation between the intersecting faces of any multifaced sign shall not exceed 12 inches.
 5. Any sign located on vacant and unoccupied property, and which was erected for an occupant or business unrelated to the present occupant or business, or any sign which pertains to a time, event or purpose which no longer exists shall be removed within 30 days after the purpose for, or use utilizing such sign has been removed from such property.
 6. Any permitted sign may be a changeable copy sign.
 7. All signs shall be designed in the simplest form and be free of any exposed bracing, angle iron, guy wires, cables or similar devices.
 8. The exposed backs of all signs visible to the public shall be suitably covered, finished and properly maintained.
 9. All signs shall be maintained in good repair, including display surfaces which shall be kept neatly painted or posted.
 10. Any sign which does not conform to the provisions of this title shall be made to conform or shall be removed as provided in subsection B.4. of Section 17.32.850 except as provided in Section 17.32.850B.4.c.
 11. Except where otherwise specifically provided by this title, sign regulations established pursuant to this title shall not apply to signs within a building, arcade, court or other similarly enclosed area where such signs are not visible to the public without entering such facilities.
 12. The height of all signs shall be measured from the highest point of the sign.
- D. Computation of Sign Area. The surface area of any sign face shall be computed from the smallest rectangles, circles and/or triangles which will enclose all words, letters, figures, symbols, designs and pictures, together with all framing, background material, colored or illuminated areas, and attention-attracting devices forming an integral part of the overall display, but excluding all support structures, except that:
1. Superficial ornamentation of a non-message-bearing character which does not exceed 5% of the surface area shall be exempted from computation; and

2. Wall signs painted on or affixed directly to a building wall, façade or roof, and having no discernible boundary, shall have the areas between letters, words intended to be read together, and any device intended to draw attention to the sign message included in any computation of surface area; and
3. Signs placed in such a manner, or bearing a text, as to require dependence upon each other in order to convey meaning shall be considered one sign and the intervening areas between signs included in any computation of surface area; and
4. Spherical, cylindrical or other 3-dimensional signs not having conventional sign faces shall be considered to have 2 faces and the area of each sign face shall be computed from the smallest 3-dimensional geometrical shape or shapes which will best approximate the actual surface area of said faces.

(Ord. 711 § 23, 1995; prior zoning ord. § 241.061)

17.16.220 - Design and performance standards.

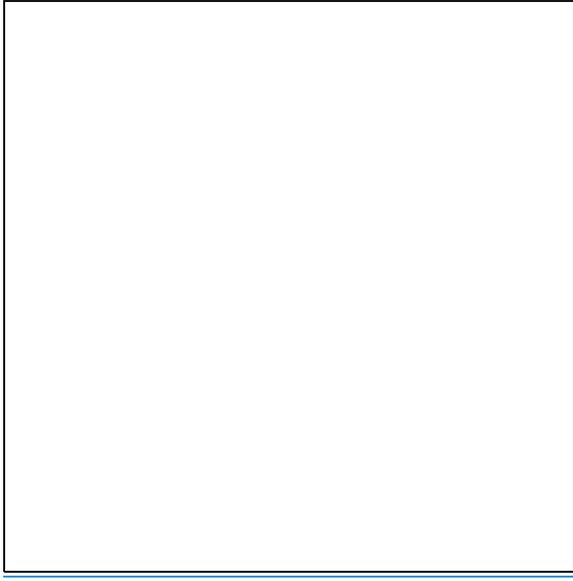
The following design and performance standards shall be met for development in the I zones:

A. General requirements applicable to all development:

1. Access.
 - a. Driveways providing access to the site may be combined, relocated, or otherwise limited in order to minimize traffic conflicts and improve public safety. All driveways shall be constructed to comply with current city standards. All driveway locations are subject to the approval of the ~~D~~director of public works.
 - b. Entry drives into parking areas shall be of sufficient depth to provide for vehicle stacking appropriate to the size, location and intensity of the project served.
 - c. Access to drive-through facilities shall have a sufficient depth to provide vehicle stacking for not less than 7 automobiles at a depth of 24 feet per automobile per drive-through facility. (One bank teller station equals one such facility.) Such stacking space shall be designed in a manner which will not restrict access to or from parking spaces, aisles or driveways.
 - d. Public transit opportunities for turnouts, shelters and pedestrian access shall be considered for all sites abutting expressways or arterial streets.
 - e. Access and bicycle parking facilities shall be considered for all sites abutting or adjacent to a planned bicycle and/or trail facility.
2. Paving. Required parking areas, as well as the maneuvering areas and driveways used for access thereto shall be paved with: (NOTE: Permits are required for any work done in the public right-of-way.)
 - a. Concrete surfacing to a minimum thickness of 3½ inches with expansion joints as necessary; or
 - b. Asphalt surfacing, rolled to a smooth, hard surface having a minimum thickness of 2 inches after compaction, and laid over a base of crushed rock, gravel or other similar material compacted to a minimum thickness of 4 inches.

- c. For commercial and industrial truck parking and drive aisles, asphalt surfacing rolled to a smooth hard surface having a minimum thickness of 3 inches after compaction and, at a minimum, designed to accommodate a traffic index (TI) of 6.5 as calculated in accordance with the latest edition of the CalTrans Highway Design Manual. Large industrial projects may need a greater TI based upon their use.
 - d. Other alternative material that will provide at least the equivalent in dust-free service, life and appearance of the materials and standards which would be employed for development pursuant to subsection A.2.a. or b. of this subsection.
 - e. The ~~D~~Director ~~of Public Works at the request of the director~~ shall review and report on the adequacy of paving where modification of base is proposed under subsection A.2.b. of this section, or where alternative materials are proposed under subsection A.2.d. of this section. The ~~D~~Director ~~of Public Works~~ may approve such modification or such alternative materials if, in his opinion, the evidence indicates compliance with subsection A.2.b. or A.2.d. of this section, as the case may be.
3. Size and Marking of Spaces.
- a. No less than 65% of the parking spaces shall exhibit minimum dimensions of 9 feet in width by 20 feet in length, with required disabled person spaces at the dimensions as provided by law. ~~(See subsection A.8.f. of this section.)~~
 - b. No more than 35% of the parking spaces may exhibit minimum dimensions of 8 feet in width by 17 feet in length. Such spaces shall be labelled "compact car only" in a manner acceptable to the ~~D~~director. ~~(See subsection A.8.f. of this section.)~~
 - c. No parking shall occur in the first 10 feet of a required front or street side yard.
 - d. Where parking abuts an alley, the improved alley may be used as an aisle subject to approval of the parking lot design.
 - e. For parallel parking, minimum aisles are 12 feet and minimum parking space dimensions are 8 feet by 24 feet.
- See the following diagrams for parking design options.
4. Circulation. Mark entrances and exits clearly. Vehicular circulation should be "one-way" in each aisle or "two-way" if the aisle width is a minimum of 20 feet. No aisle shall be less than 12 feet in width.
5. Loading Spaces. Such spaces shall be required as specified by the ~~e~~Director.
6. Buffering. A masonry wall of 6 feet in height shall be provided at the property line where the activities of a commercial or industrial use are anticipated to be incompatible with existing commercial, industrial or residential uses. It shall be the burden of the applicant to prove to the satisfaction of the ~~e~~Director or his designated representative that the project will not create or be subject to conditions necessitating a wall at the time of site plan review if a wall is not desired by the applicant.
7. Building Design.
- a. Building design standards applicable to all I zones:
 - 1) Roof treatment shall be the same on the periphery of the building, except where a different treatment is required by the city building code.

- 2) Solar access and prevailing winds should be considered in building design and orientation.
 - 3) Additions to existing buildings shall generally conform to the design of the existing building. New building size, materials and color shall be consistent with the scale and design of the building to which it is attached.
- b. Building design standards applicable to the LI ~~and MI~~ zones:
- 1) Building components such as windows, doors, eaves and parapets shall have good proportions and relationships to one another.
 - 2) Utility doors, access panels, fire doors, loading docks and other openings shall be treated as part of the architectural composition of buildings.
- c. Building design standards applicable only to the LI zone:
- 1) An exterior color scheme for all buildings or additions thereto shall be submitted with the building elevations for approval. The color scheme for existing neighboring buildings shall be indicated and considered.
8. Landscaping.
- a. Landscape designs shall be consistent throughout a project site. A combination of landscape materials should be arranged in a harmonious manner as an integral part of project design to enhance building design, public view, and interior spaces and provide buffers and transitions as needed. Unrelated and random choice or placement of plant materials shall be avoided; however, variety may be employed to intensify distinction between spaces or to strengthen a sense of place or movement, or to promote energy and water conservation and mitigate erosion.



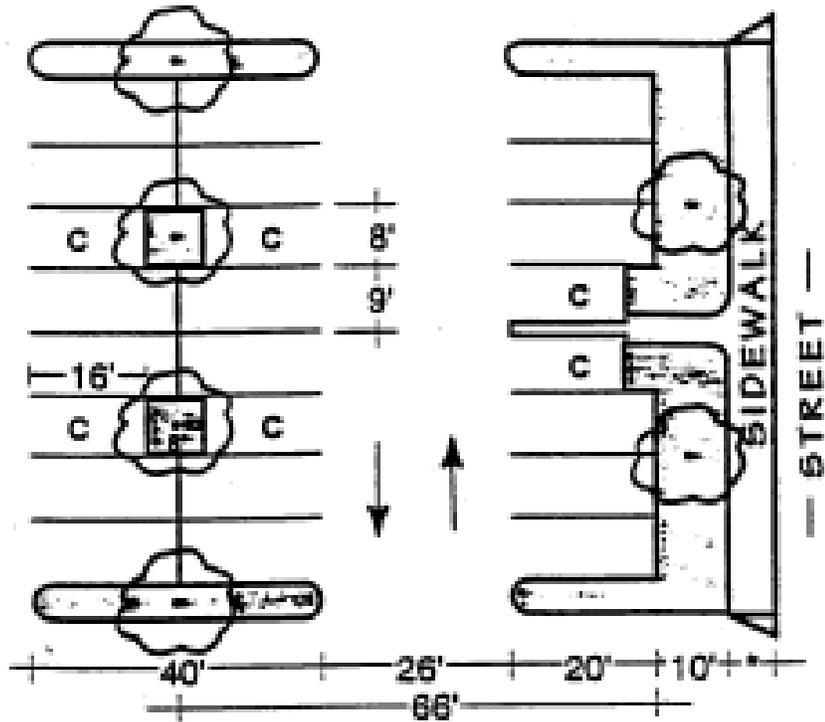
PARKING LOT DESIGN OPTIONS

90°

STANDARD 90° - MINIMUM PARKING SPACE 9' X 20'

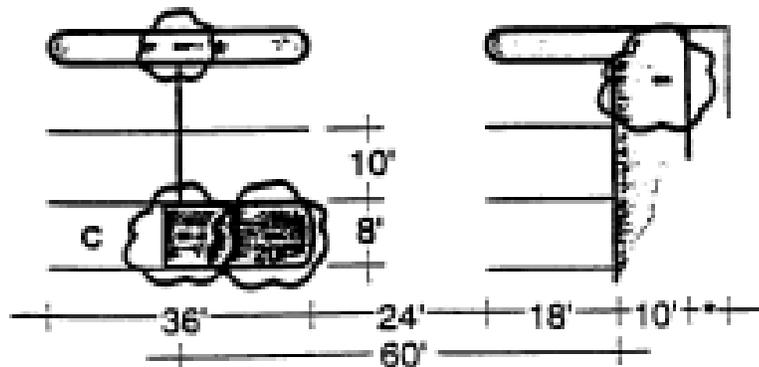
OPTION 90°-1 - MINIMUM PARKING SPACE 10' X 18'

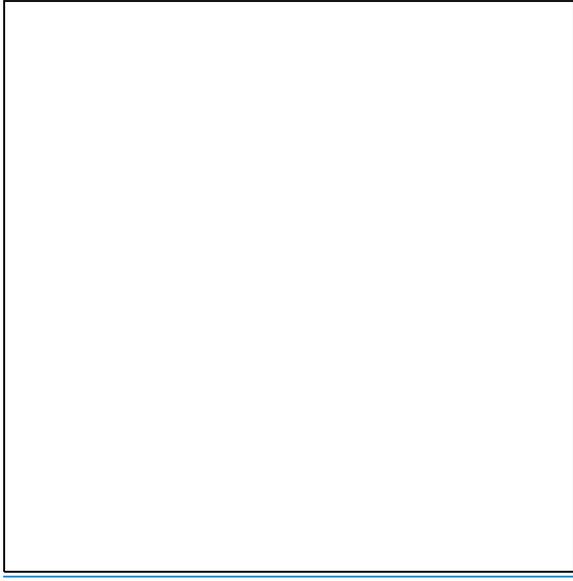
C- ALL COMPACT PARKING SPACES ARE 8' X 18'



* SIDEWALK WIDTH IN ACCORDANCE WITH CITY STANDARDS FOR THE STREET CLASSIFICATION.
END STALLS PARALLEL TO WALLS OR FENCES SHALL BE 10' IN WIDTH.

OPTION 90°-1





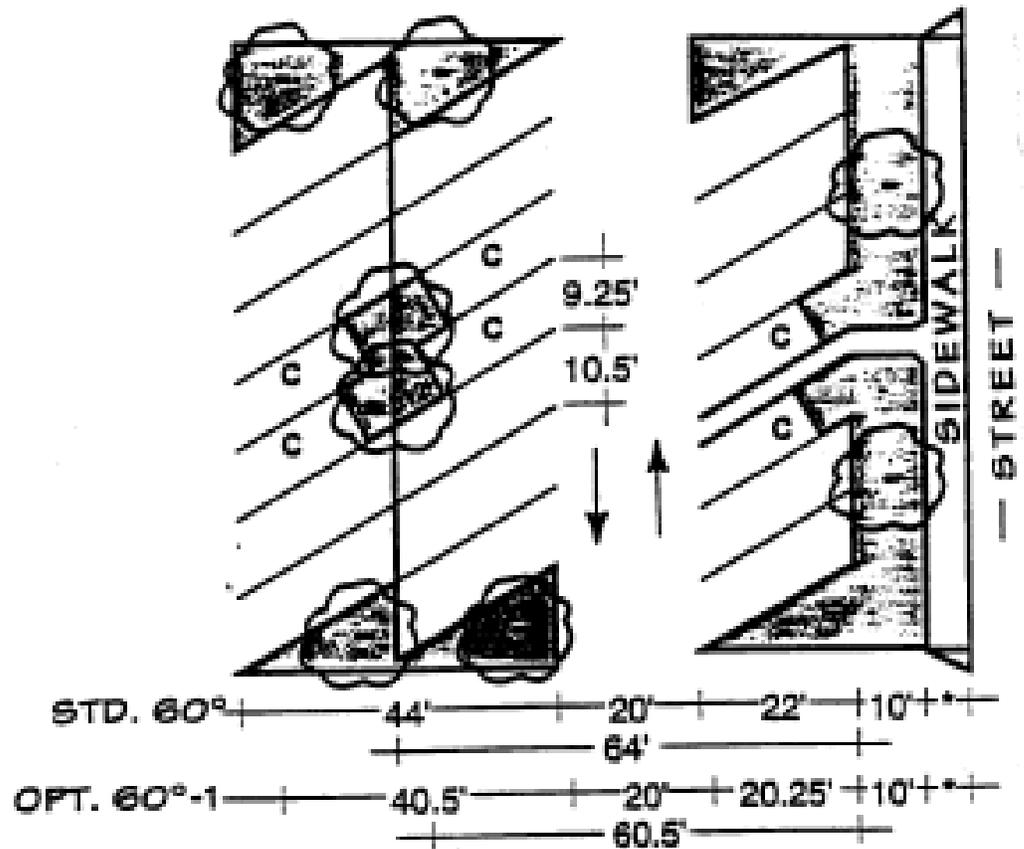
PARKING LOT DESIGN OPTIONS, cont.

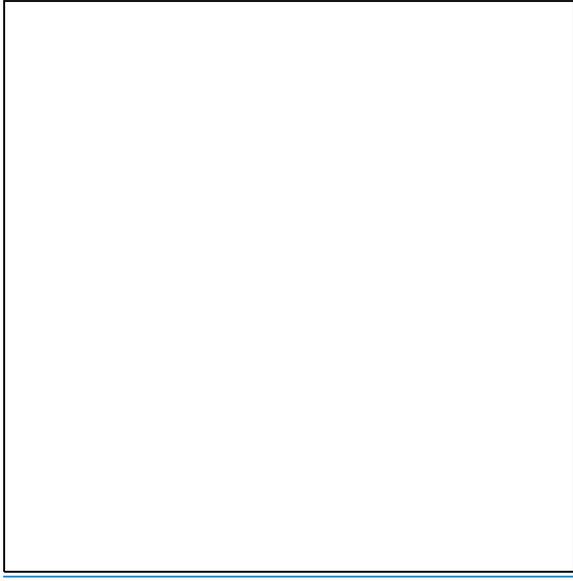
60°

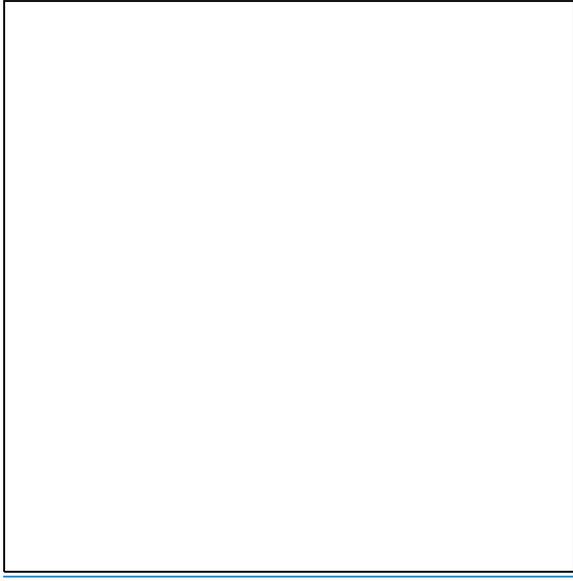
STANDARD 60° - MINIMUM PARKING SPACE 9' X 20'

OPTION 60°-1 - MINIMUM PARKING SPACE 9' X 18'

C- ALL COMPACT PARKING SPACES ARE 8' X 16'



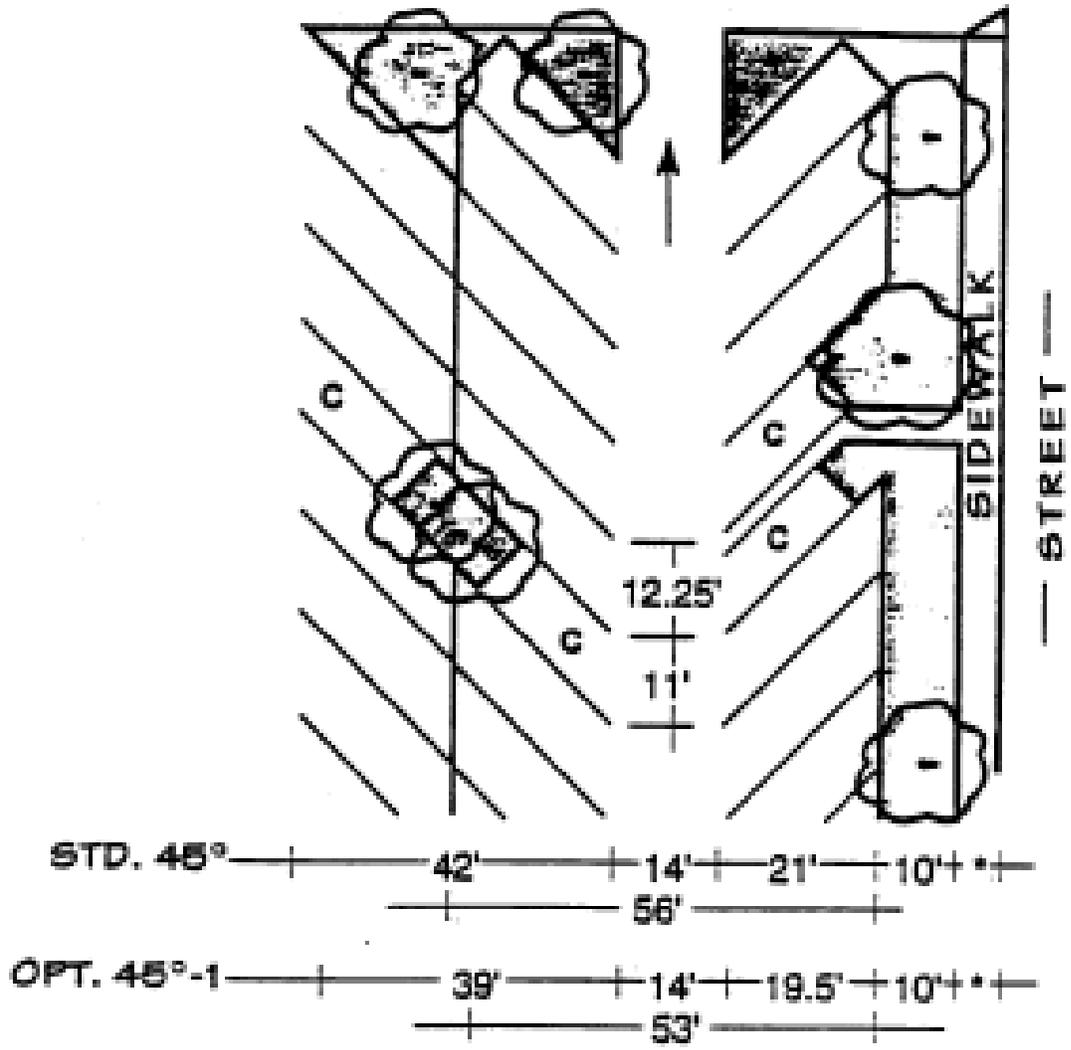




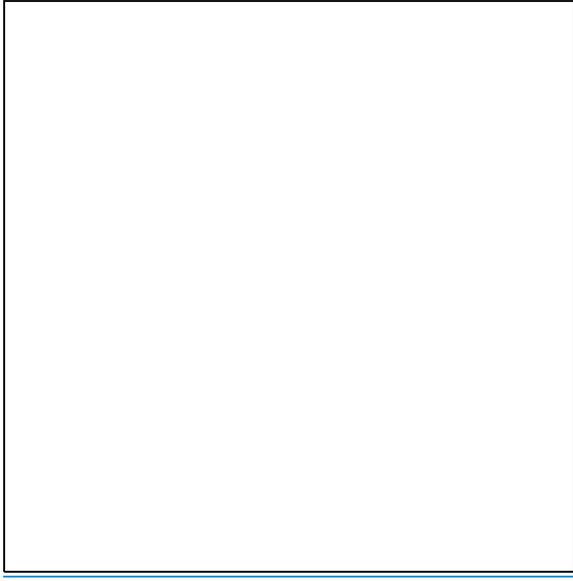
PARKING LOT DESIGN OPTIONS, cont.

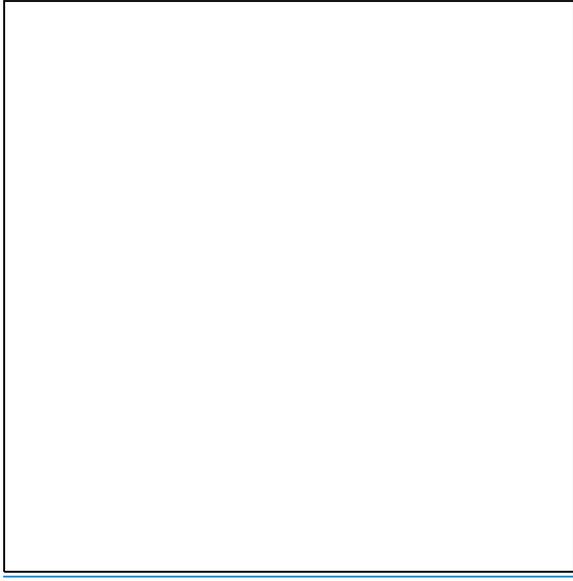
45°

STANDARD 45° - MINIMUM PARKING SPACE 9' X 20'
 OPTION 45°-1 - MINIMUM PARKING SPACE 9' X 18'
 C- ALL COMPACT PARKING SPACES ARE 8' X 16'

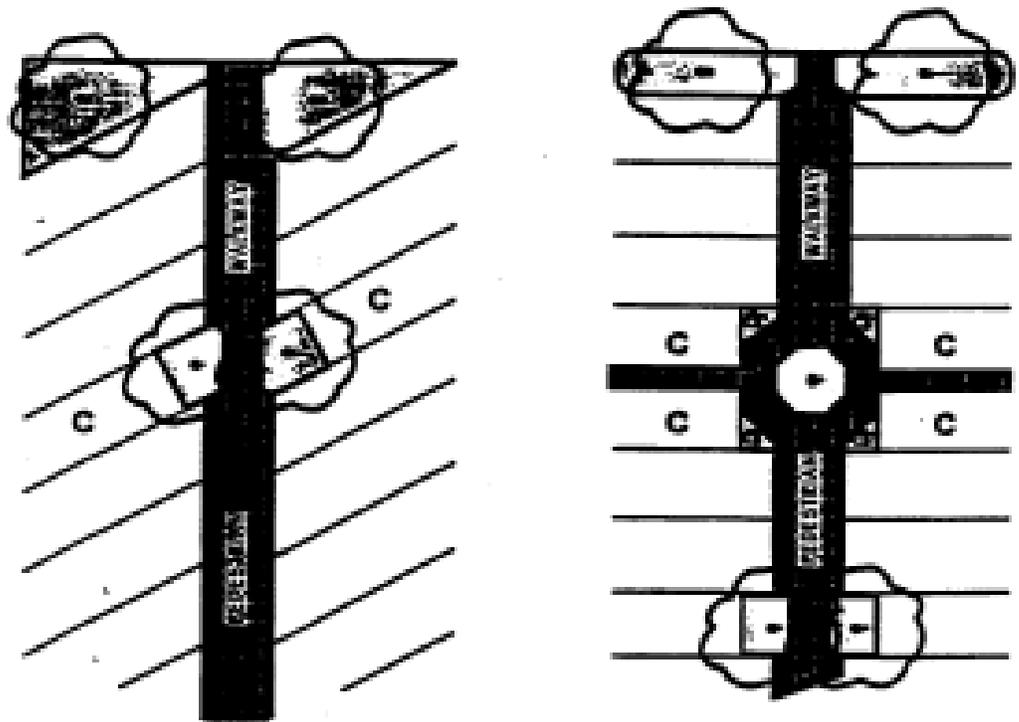


* SIDEWALK WIDTH IN ACCORDANCE WITH CITY STANDARDS FOR THE STREET CLASSIFICATION.





PEDESTRIAN WALKWAY OPTIONS



DESIGNS ALLOW PEDESTRIANS TO WALK TO OR FROM THEIR CARS OR TO SIDEWALKS ON ADJOINING STREETS WITH MINIMAL CONFLICT WITH PARKING LOT TRAFFIC.

- b. The type, scale and proportion of landscape materials shall be appropriate to the site and/or structures to which they relate.

- c. Plant material shall be selected for interest in its structure, texture, color, ultimate growth and water efficiency. Plants that are native or climate adaptive to the high desert area of Lancaster and/or others that will be hardy, harmonious with project design, and of good appearance, shall be used. Drought-resistant varieties of plants shall be used wherever feasible. Turf shall not be permitted. Drought-resistant varieties of plants shall be used in accordance with Title 8, Chapter 8.50, Landscaping Installation and Maintenance of the Lancaster Municipal Code.
- d. Landscaped areas shall be irrigated by an automatic system with separate stations for each hydrozone. The irrigation system shall be designed and equipped to incorporate water conservation techniques such as drip systems, moisture sensors and anti-drain valves. Sprinkler systems shall be designed to prevent water from falling onto impervious surfaces. The system shall comply with Title 8, Chapter 8.50, Landscaping Installation and Maintenance of the Lancaster Municipal Code.
- e. All areas which are within a site which has been approved by the city for development as a site plan or approved phase thereof, which are not needed for buildings, sidewalks, vehicle access or parking, shall be landscaped.
- f. All landscaped planter areas shall be completely bordered by a 6-inch P.C.C. curbing to prevent irrigation runoff and act as a wheel stop where necessary. Where used as a wheel stop, the 6-inch curb may be counted toward the required length of the parking space.
- g. All interior areas of parking lots shall be landscaped with a minimum of one shade tree plus one shade tree for each 4 parking spaces along with the other plant materials.
- h. Lots of 5,000 square feet or less in area shall have the area used for vehicle ingress, egress, circulation and parking, landscaped in accordance with the following percentages:

Zone	Landscaping
LI	5%
MI	3%
HI	2%

Only landscaped areas exclusive of curbs shall qualify toward meeting this requirement and no landscaped area with a dimension of less than 2 feet shall be credited toward meeting the landscape requirement.

- i. Lots of more than 5,000 square feet in area shall have the area used for vehicle ingress, egress, circulation and parking, landscaped in accordance with the following percentages:

Zone	Landscaping
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LI	7%
MI	5%
HI	4%

Only landscaped areas exclusive of curbs shall qualify toward meeting this requirement and no landscaped area with a dimension of less than 2 feet shall be credited toward meeting this landscape requirement.

- j. Where off-street parking areas abut local or collector public streets, such areas shall be separated from an abutting street by a continuous landscaped planter which extends parallel to the street frontage of the parking area. Said planter shall be a minimum of 10 feet in width exclusive of perimeter curbs. Up to ½ of the area of this required landscaped planter may be counted toward fulfilling the requirements of subsection A.8.h. or i. (See Section 17.16.130 B.2.E and 17.16.130.B.,-4., regarding landscaping in yards.)
 - k. Trees and landscaping shall be utilized wherever possible to shade buildings as a means of enhancing energy conservation.
 - l. No tree shall be less than 15 gallon size. At least 50% of all shrubs shall be of 5-gallon size, and no shrub shall be less than one-gallon size. Ground covers shall be planted no further apart than 6 inches on center.
 - m. All landscaped areas shall be continuously and properly maintained in good condition. (See definition of landscape maintenance in Section 17.04.240.)
9. Lighting. The intent of this requirement is to properly illuminate the site without producing an adverse impact on neighboring property. Exterior lighting of the building and site shall be provided, maintained and utilized during the hours of darkness in accordance with the following requirements:
- a. Exterior lighting shall be part of the architectural concept. Fixtures, standards, and all exposed accessories shall be compatible with building design.
 - b. Placement of lighting shall be in accordance with recognized crime prevention, and safety principles.
10. Outside storage or display. All outside storage shall be developed to comply with all standards set forth herein, except for those uses which have been specifically exempted therefrom:
- a. The uses listed in Section 17.16.130 B.5. are exempt from these requirements except for the following uses which shall comply:
 - 1) Automobile impound yards;
 - 2) Electric distribution substations;
 - 3) Equipment rental and sales shall comply in the LI zone only;
 - 4) Gas metering and control stations, public utility.

- b. All outside storage or display in the LI zone which is open to view from any street or highway abutting the lot or parcel of land upon which it is conducted, or which is open to view from any other lot or parcel shall be screened from view by a solid masonry wall constructed to Los Angeles County D-65 standards or as otherwise specified by the city. Gates, where used, shall also be of solid construction unless another design is approved by the Director. Chain link with slats is not acceptable.
- c. All outside storage or display in the ~~MI and HI~~ zones which is open to view from freeways, expressways or arterial streets abutting the lot or parcel of land upon which it is conducted, or which is open to view from any area zoned or used for residential purposes, or which is open to view from any existing industrial use of a nature which, in the opinion of the director, is adversely affected by the appearance of the outside storage or display, shall be screened from view by a solid masonry wall constructed to Los Angeles County D-65 standards or as otherwise specified by the city. Gates, where used, shall be of solid construction unless another design is approved by the director. Chain link with slats is not acceptable.
- d. All walls or fences shall be of uniform height in relation to the ground upon which they stand and shall be a minimum of 6 feet and shall not exceed 15 feet in height. The actual height shall be based upon the height of the materials to be stored and methods of stacking said materials and the need for security. (See subsection A.10.f.4) of this section for clarification.)
- e. All outside storage and display or portions thereof which do not fall under the requirements of subsection A.10.c. of this section shall be fenced with chain link or other durable metal material approved by the Director. ~~No wood fence materials will be allowed.~~ All fences shall be of uniform height in relation to the ground upon which they stand and no fence shall be less than 6 feet and shall not exceed 15 feet in height. The actual height shall be based upon the height of materials to be stored and methods of stacking such materials and the need for security.
- f. All portions of outside storage and display areas shall meet the following requirements:
 - 1) The site shall be graded to drain properly as required by the Director. ~~of public works.~~
 - 2) Applicants must obtain approval of the Los Angeles County Fire Department prior to obtaining any city permits for any use that includes the manufacture, use or storage of hazardous materials or wastes.
 - 3) The surface of the site shall be covered with at least 2 inches of crushed rock to prevent dust, or if hazardous materials are used or wastes are stored anywhere in the outdoor storage area, the entire area where such materials are used or stored shall, at a minimum, be paved in accordance with the standards of subsection A.2.a. of this section without expansion joints and with a curb for containment in accordance with city standards. Additional requirements may be imposed by the Los Angeles County Fire Department.
 - 4) All raw material, equipment, by-product, waste or finished products:
 - a) Shall not be stored above the height of the wall or fence enclosing the area; and

- b) Shall not be stored within 300 feet of residentially zoned property, except where such property is separated by an arterial street; and
 - c) Shall be stored in a manner that will not allow any material to be blown from the enclosed storage area; and
 - d) Shall not be placed or allowed to remain outside the enclosed storage area.
- g. The design requirements for outside storage and display as set forth in this title shall not relieve the proprietors of such uses from complying with all applicable regulations, laws and ordinances of the city of Lancaster, county of Los Angeles, state of California, or the United States.

11. Screening.

a. Screening standards applicable to all I zones:

- 1) Where mechanical equipment, junction boxes, satellite antennae, meters and similar utility equipment is ground mounted it shall be enclosed or screened from view where necessary to preclude visibility from freeways, expressways and arterial streets and adjacent properties.
- 2) Parking areas adjacent to streets shall be screened with landscaping in the required yards and with low decorative walls, berms or combinations thereof. Where walls are used they shall be placed so as not to obscure landscaped areas from the street.

b. Screening standards applicable to the LI zone:

- 1) All rooftop mechanical equipment, ducts, tanks, satellite antennae, etc., shall be enclosed or otherwise screened from view from all sides of the building. (This requirement does not include wind-powered turbines used for ventilation.)
- 2) Loading areas shall be screened from view where necessary to preclude visibility from public streets and highways and adjacent properties.

c. Screening standards applicable to the ~~MI and~~ HI zones:

- 1) All rooftop mechanical equipment, ducts, tanks, satellite antennae, etc., shall be enclosed or otherwise screened from view from all sides of the building only where necessary to preclude visibility from freeways, expressways or arterial streets or adjoining residential, commercial or light industrial areas. (This requirement does not include wind-powered turbines used for ventilation.)
- 2) Loading areas shall be screened from view only where necessary to preclude visibility from freeways, expressways and arterial streets and adjacent residentially and commercially zoned properties.

12. Service for Utilities. All on-site utility services shall be underground.

13. Signs.

a. Sign design standards applicable to all I zones:

- 1) The colors, materials and lighting of every sign shall be restrained and harmonious with the building and site to which it principally relates.

- 2) The number of graphic elements on a sign shall be held to the minimum needed to convey the sign's major message and shall be composed in proportion to the area of the sign face.
 - 3) The light source of externally illuminated signs shall not be visible.
 - 4) No sign shall be placed in or over any public right-of-way.
 - 5) Street numbers of all buildings shall be prominently located and not less than 8 inches in height on a contrasting background to be easily read from the street by public safety personnel (i.e., police, fire, ambulance).
- b. Sign design standards applicable only to the LI zone:
- 1) Use of individual letters for all signing is preferred and encouraged over "cabinet" signs. Where cabinet signs are utilized, such cabinet must be integrated into the design of the building or structure.
14. Refuse/Recycling Storage. Commercial, industrial and institutional uses shall have on the same lot or parcel a refuse/recycling storage area at a ratio of 20 square feet of refuse/recycling storage area for each 1,000 square feet or portion thereof of net floor area of the facility but not less than 6 feet in width nor less than 18 in length (exterior dimension). Such storage areas shall include separate containers for waste and for materials to be recycled. Each container shall be clearly marked or color coded for its intended use. Such storage areas shall be enclosed on 3 sides by a minimum 5-foot-high reinforced masonry or concrete wall with a sight-obscuring gate of noncombustible materials which is the same height as the enclosing walls. The floor of the enclosure shall be of concrete construction and the walls shall be protected by a concrete curb not less than 2 inches high by 6 inches wide or conventional concrete wheel stops to preclude damage by dumpsters. Such storage areas shall not be placed in a location which is openly exposed to a fronting street or a neighboring residential area.
15. Special Standards for Automobile Dismantling, Scrap Metal Processing Yards and Junk and Salvage Yards. No automobile dismantling yard or junk and salvage yard (as defined in Section 17.04.240) shall be permitted or maintained in the HI zone unless it complies with the following requirements:
- a. All operations and storage, including all equipment used in conducting such business, other than parking, shall be conducted within an enclosed building, or within an area fully enclosed by a solid wall. No wrecked or dismantled vehicles, salvage or junk shall be placed or allowed to remain outside of the enclosed yard area.
 - b. No wrecked or dismantled vehicles, salvage or junk shall be stored at a height greater than the surrounding wall.
 - c. Where walls are required they shall be developed in accordance with the following standards:
 - 1) All walls shall be of a uniform height in relation to the ground upon which they stand, and shall be a minimum of 8 feet and shall not exceed 15 feet in height. No walls shall be placed in a required front or street side yard established by Section 17.16.130.B.2.

The required setback shall be landscaped in accordance with Sections 17.16.130.B.2.e., 17.16.130.-B.4. and 17.16.220. All landscaped areas shall be continuously and properly maintained in good condition as defined in this title.

- 2) Walls shall be constructed of masonry to the structural standards specified by the ~~dDirector of public works.~~
- 3) Gates: shall be of solid construction. (Chain link with slats does not fulfill this requirement.)
- 4) Other interior fences or walls not open to view may be constructed of alternative materials as approved by the ~~Ddirector of community development.~~
- 5) All fences and walls shall be constructed in a workmanlike manner and shall consist solely of new materials unless the ~~Ddirector of community development~~ approves the substitution of used materials where, in his opinion, such used materials will provide the equivalent in service, appearance, and useful life.
- 6) All walls shall be a uniform neutral color excluding black, which blends with the surrounding terrain and improvements and shall be maintained in a neat, orderly condition at all times. Such wall may contain signs as approved by the ~~Ddirector of community development~~ in lieu of freestanding signs with an area not to exceed the sign area permitted for freestanding signs.
- 7) Any structures which are used as part of the yard boundaries and/or are exposed to view from the street frontage shall be painted to conform with the color of the fencing. The ~~Ddirector of community development~~ may approve other appropriate architectural treatment.

d. Paving.

- 1) The entire yard shall be paved with an asphalt surfacing as specified in subsection A.2.b. of this section or the ~~dDirector~~ may approve other paving materials which provide, in his opinion, the equivalent in service and useful life. The requirement may be waived where the Director ~~of Development Services~~ finds that no dust or other problem would be aggravated by the absence of surfacing.
- 2) If hazardous materials are used or wastes are stored anywhere in an outdoor storage area, the entire storage area and area where the materials are used shall be paved in accordance with subsection A.2.a. of this section without expansion joints and with a curb sufficient for containment in accordance with city standards.

e. The special standards for automobile dismantling yards and junk and salvage yards set forth in this title shall not relieve the proprietors of such yards from complying with all regulations, laws and ordinances of the city of Lancaster, county of Los Angeles, state of California or the United States.

16. Hazardous Materials. Applicants must obtain the approval of the Los Angeles County Fire Department prior to obtaining any city permits for any use which includes the manufacture or use, of hazardous materials or the storage of hazardous materials or wastes.

17. Radioactive Materials. The use of radioactive materials shall be limited to measuring, gauging or calibration equipment.
18. Noise. Uses which generate noise by the nature of their function and/or processes shall be required to demonstrate that the noise levels emitted from the use shall not exceed 65 dBA at any property line which abuts a commercial or residential zone or use. A detailed noise attenuation study by a qualified acoustical engineer may be required by the Director ~~of Development Services~~ or his designated representative to determine appropriate mitigation and methods to incorporate same into project design. Site design methods which may be utilized to reduce noise include:
 - a. The use of building setbacks and dedication of noise easements to increase the distance between the noise source and receiver;
 - b. The location of uses and orientation of buildings which are compatible with higher noise levels adjacent to noise generators or in clusters to shield more noise-sensitive areas and uses;
 - c. The placement of noise-tolerant land uses, such as parking areas, between the noise source and receiver;
 - d. The placement of noise-tolerant structures, such as garages or carports, to shield noise-sensitive areas;
 - e. Clustering of office or commercial structures to reduce interior open space noise levels.
19. Projections Permitted into Yards. The following projections are permitted in the LI zone only.
 - a. Eaves, cantilevered roofs, awnings and similar architectural features may project a maximum distance of 2½ feet into any required front or side yard or 5 feet into a rear yard, provided that such features shall maintain a minimum distance of 3 feet from any property line and is not less than 8 feet in height above grade. Such appendages shall be supported only at or behind the building setback line.
 - b. Landing places including access stairs, which exceed an average height of 2½ feet and do not extend above the level of the first floor may project a maximum distance of 2 feet into required interior side yards, and a maximum distance of 5 feet into required front and side yards, provided such features shall maintain a minimum distance of 3 feet from any property line, and that an open-work railing installed shall not exceed 3½ feet in height.
 - c. Rain conductors, spouts, utility service risers, shutoff valves, water tables, sills, capitals, bases, cornices and belt courses may project a maximum distance of one foot into any required yard.
 - d. Water heaters, water softeners, and gas or electric meters, including service conduits and pipes, enclosed or in the open, may project a maximum distance of 2½ feet into a required interior or rear yard provided that such structures or equipment shall maintain a minimum distance of 3 feet to any property line.
20. Electric Vehicle Charging Stations (EVCS). New commercial and industrial development shall provide for electric vehicle charging stations in the manner prescribed as follows:

- a. New residential uses shall provide EVCSs in accordance with Section 17.08.150T.
 - b. New commercial, industrial and other uses with the building or land area, capacity, or numbers of employees listed herein shall provide the electrical service capacity necessary and all conduits and related equipment necessary to ultimately serve 2% of the total parking spaces with EVCSs in a manner approved by the building and safety official. Of these parking spaces, ½ shall initially be provided with the electric vehicle supply equipment necessary to function as on-line EVCSs upon completion of the project. The remainder shall be installed at such time as they are needed for use by customers, employees or other users. EVCSs shall be provided in disabled person parking spaces in accordance with state requirements.
 - 1) Construction of a hospital of 500 or more beds, or expansion of a hospital of that size by 20% or more.
 - 2) Construction of a post-secondary school (college), public or private, for 3,000 or more students, or expansion of an existing facility having a capacity of 3,000 or more students by an addition of at least 20%.
 - 3) Hotels or motels with 500 or more rooms.
 - 4) Industrial, manufacturing, or processing plants or industrial parks that employ more than 1,000 persons, occupy more than 40 acres of land, or contain more than 650,000 square feet of gross floor area.
 - 5) Office buildings or office parks that employ more than 1,000 persons or contain more than 250,000 square feet of gross floor area.
 - 6) Shopping centers or trade centers that employ 1,000 or more persons or contain 500,000 square feet of gross floor area.
 - 7) Sports, entertainment, or recreation facilities that accommodate at least 4,000 persons per performance or that contain 1,500 or more fixed seats.
 - 8) Transit projects (including but not limited to transit stations and park and ride lots).
- B. When abutting or adjacent to residentially zoned property, the following requirements shall also be applied:
1. Artificial lighting used to illuminate the premises shall be directed away from adjacent residentially zoned properties.
 2. Where multi-story buildings are to be utilized on lots abutting residentially zoned properties, such buildings shall be located or oriented in a manner which will minimize visual intrusion into neighboring residentially zoned property. (This may be accomplished by setting the building back from the abutting property line beyond the distance required for the yard, selective placement or screening of windows, orienting the building in a manner which will not give occupants a direct view into the yards or windows of neighboring residents.)
 3. No signs shall be placed in a manner which visually intrudes into adjoining residentially zoned property.
 4. Trees shall be utilized as a means of improving the interface between commercial and residential uses where appropriate.

5. When abutting residentially zoned property, a masonry wall of not less than 6 feet in height shall be provided at the property line in accordance with the provisions for walls specified in Section 17.28.030.C to minimize conflicts between commercial and residential uses. This requirement shall be modified, where necessary to preclude interference with line-of-sight of a driver within 10 feet of any street, highway or alley, down to a maximum height of 42 inches. The design of the wall shall be considered as part of the site plan review. The site and any buildings thereon shall be designed to locate noise- and odor-generating equipment and activity in a manner which will have a minimal impact on abutting residentially zoned property. Such techniques may include, but are not limited to, no windows on the building wall(s) facing residentially zoned property, insulating structures housing equipment against noise, limitation of the hours of equipment operation, and other controls designed for specific problems. It shall be the burden of the applicant to prove that his project will not have a detrimental effect on neighboring residential property at the time of site plan review.
- C. All uses shall comply with the air quality standards of the Air Quality Management District (AQMD) or the city of Lancaster, whichever is more restrictive.

(Ord. 790 § 1 (Exh. A), 2001; Ord. 713 § 5 (part), 1995; Ord. 711 §§ 17 (part), 18 (part), 19(C) (part), 29 (part), 34 (part), 35 (part), 1995; prior zoning ord. § 241.080)

(Ord. No. 907, § 6, 10-28-08)

~~17.16.630 Penalties.~~

~~Any person who violates, causes, or permits another person to violate any provision of this chapter commits an infraction. Any person convicted of an infraction shall be subject to a civil fine to the maximum amount permitted by state law. Any person twice convicted of an infraction for repeat violations of the same provision within a one year period, may be charged with a misdemeanor upon being issued a citation for the repeated violation of the same provision. Any person convicted of a misdemeanor shall be subject to the maximum punishment permitted by state law.~~

~~Pursuant to Government Code Section 3-6900(a), the city attorney may prosecute these violations in the name of the people of the state of California.~~

~~(Ord. 801 § 2 (part), 2001; Prior zoning ord. § 251.050)~~

17.28.030 - Yards.

- A. To Exclude Drainage Easements. Where a lot or parcel of land includes a portion of a required drainage channel easement, any required yard which would normally fall within such easement shall be located outside of and abutting the easement within the lot or parcel.
- B. Projections Permitted in Yards. The following projections are permitted in required yards subject to the provisions of this title and of Ordinance No. 2225 (Building code). Projections specified are permitted only where also authorized by said Building Code.
 - 1. Eaves and cantilevered roofs may project a maximum distance of 2½ feet into any required yard provided:
 - a. That such eaves or cantilevered roofs are not closer than 2 1/2 feet to any lot or highway line; and
 - b. That no portion of such eaves or cantilevered roofs is less than 8 feet above grade; and
 - c. That there are no vertical supports or members within the required yard.
 - 2. Fireplace structures, not wider than 8 feet measured in the general direction of the wall of which it is a part, buttresses and wing walls may project a maximum distance of 2½ feet into any required yard provided:
 - a. That all walls of such structures are of one-hour fire resistant construction; and
 - b. That such structures are not closer than 2½ feet to any lot or highway line; and
 - c. That such structures shall not be utilized to provide closets or otherwise usable floor area.
 - 3. Uncovered porches, platforms, landings and decks, including access stairs thereto, exceeding an average height of one foot which do not extend above the level of the first floor may project a maximum distance of 3 feet into required interior side yards, and a maximum distance of 5 feet into required front, rear and corner side yards provided:
 - a. That such porches, platforms, landings and decks shall not be closer than 2 feet to any lot or highway line; and
 - b. That such porches, platforms, landings and decks are open and unenclosed, provided, however, that an open-work railing not to exceed 3½ feet in height may be installed.
 - 4. Rain conductors, spouts, utility service risers, shutoff valves, water tables, sills, capitals, bases, cornices and belt courses may project a maximum distance of one foot into any required yard.
 - 5. Awnings or canopies may project a maximum distance of 2½ feet into required interior side yard and 5 feet into required front, rear and corner side yard provided:
 - a. That such awnings or canopies are not closer than 2½ feet to any lot or highway line; and
 - b. That such awnings or canopies have no vertical support within such yard; and
 - c. That such awnings or canopies extend only over the windows or doors to be protected and for not more than one foot on either side thereof.
 - 6. Water heaters, water softeners and gas or electric meters, including service conduits and pipes, enclosed or in the open, may project a maximum distance of 2½ feet into a required interior side or rear yard provided that such structures or equipment are not closer than 2½ feet to any lot line. Gas meters, if enclosed or adequately screened from view by a structure

permitted in the yard, may project a maximum distance of 2½ feet into a required front or corner side yard provided that such equipment is not closer than 2½ feet to any lot or highway line.

7. Stairways and balconies above the level of the first floor may project a maximum distance of 2 feet into a required interior or corner side yard or 4 feet into a required front or rear yard provided:
 - a. That such stairways and balconies shall not be closer than 3 feet to any lot or highway line; and
 - b. That such stairways and balconies are open and unenclosed; and
 - c. That such stairways and balconies are not covered by a roof or canopy except as otherwise provided by subsection B.5. of this section.
 8. Wall and window mounted air conditioners, coolers and fans may be used in any required yard provided that such equipment is not closer than 2½ feet to any lot line.
- C. Fences and Walls Permitted. Fences and walls may be erected and maintained in required yards subject to the requirements specified herein:
1. Front Yards. Fences and walls within a required front yard shall not exceed a height of ~~4 3/4~~ feet.
 2. Corner Side Yards. Fences and walls within a required corner side yard shall not exceed ~~4 3/4~~ feet in height where closer than 5 feet to the highway line nor exceed 6 feet in height where 5 feet or more from said highway line.
 3. Interior Side and Rear Yards. Fences and walls within a required interior side or rear yard shall not exceed 6 feet in height, provided, however, that on the street or highway side of a corner lot such fence or wall shall be subject to the same requirements as for a corner side yard.
 4. Retaining Walls. Retaining walls not to exceed 6 feet in height are permitted in all yards.
 5. Retaining Walls Topped with Walls or Fences.
 - a. Where a retaining wall protects a cut below the natural grade and is located on a front, side or rear lot line, such retaining wall may be topped by a fence or wall of the same height that would otherwise be permitted at the location if no retaining wall existed. Where such retaining wall contains a fill, the height of the retaining wall built to retain the fill shall be considered as contributing to the permissible height of a fence or wall providing, however, that in any event an open-work non-view-obscuring fence of 3½ feet may be erected at the top of the retaining wall for safety protection.
 - b. Where a wall or fence is located in the required yard adjacent to a retaining wall containing a fill, such wall or fence shall be set back from said retaining wall a distance of one foot for each one foot in height to a maximum distance of 5 feet, provided, however, that this does not permit a wall or fence in required yards higher than permitted by this section. The area between such wall or fence and said retaining wall shall be landscaped and continuously maintained in good condition.
 6. Fences and Walls Exempted. Where a fence or wall exceeding the heights specified is required by any law or regulation of the state of California, a fence or wall not exceeding such required height is permitted.

7. Measurement of Fence and Wall Height. The height of a fence or wall shall be measured at the highest average ground level within 3 feet of either side of said wall or fence. In order to allow for variation in topography, the height of a required fence or wall may vary an amount not to exceed 6 inches, provided, however, that in no event shall the average height of such fence or wall exceed the maximum height specified.
 8. Notwithstanding the other provision of this section, the director may permit fences or walls within any required yard on flag lots to a height not to exceed 6 feet pursuant to the provisions of Article VIII of Chapter 17.32.
- D. Landscaping in Required Yards. Trees, shrubs, flowers and plants may be placed in any required yard provided that all height restrictions applying to fences and walls shall also apply to hedges planted within yards and forming a barrier serving the same purpose as a fence or wall.
 - E. Public Use Exceptions. The commission, without notice of hearing, may grant a modification of yard and setback regulations for public sites unless such modification would be incompatible with adjoining development.

17.36.020 - Public hearings procedure.

- A. Notice of. No less than ~~1020~~ days prior to the date of any hearing other than a hearing on an application to grant a cemetery permit, the Director ~~of Development Services~~ shall:
1. Cause a copy of a notice of the time and place of such hearing to be published as follows:
 - a. Hearings on general amendments to the ordinance shall be published once in a newspaper of general circulation in the county of Los Angeles;
 - b. Hearings on permits, variances, nonconforming uses or structure review, or zone changes shall be published once in a newspaper of general circulation in the county of Los Angeles available in the community in which the permit or variance is proposed to be established except that, conditional use permits for a rock quarry, sand, gravel, or any excavation for the purpose of obtaining clay, decomposed granite or similar material shall be published in 2 newspapers of general circulation at least one of which is a newspaper available in the community in which such use is proposed to be established. Such publications if made in a daily newspaper, shall be for a period of not less than 5 consecutive publications of such newspaper, and if made in a weekly newspaper, shall be for a period of not less than 2 consecutive publications of such paper the first publication in either case appearing not less than 20 days before the date of the hearing;
 2. Cause a notice to be mailed by first class mail, postage prepaid, to:
 - a. The applicant and all persons listed in the application or petition as owners of the property under consideration, and
 - b. All persons whose names and addresses appear on the verified lists of property owners required to be submitted by the applicant, and
 - c. Such other persons whose property might in his judgment be affected by such application or permit;
 3. Cause a notice of the time and place of such hearing to be sent to such public officers, departments, bureaus or agencies who, in the opinion of the Director ~~s of Development Services~~, might be interested, requesting a report thereon;
 4. If for a revocation, also serve upon every person, if any, in real or apparent charge and control of the premises involved, the record owner, the holder of any mortgage, trust deed or other lien or encumbrance of record, the holder of any lease of record, the record holder of any other estate or interest in or to the premises or any part thereof, written notice of the time and place of such hearing either in the manner required by law for the service of summons, or by registered mail, postage prepaid;
 5. If the Director finds that the publication and mailing required by subsections A.1. and 2. of this section will not give sufficient notice to those persons who may be affected, he also shall post at such locations as he deems best suited to inform such persons, notices of the time and place of such hearing.

6. For centers with two or more tenant spaces, each tenant within the center shall be notified of the public hearing notice.

- B. Continuance of. If for any reason, the testimony on any case set for public hearing cannot be completed on the appointed day, the chairman of such hearing may before adjournment or recess, publicly announce the time and place at which said hearing will be continued and no further notice thereof shall be required.
- C. Notice of Action. The commission ~~or board of supervisors~~ shall serve notice of its action upon:
1. The applicant for a permit, variance, nonconforming use or structure review, or zone change, or the person owning and/or operating a use for which the revocation of a permit, variance, or nonconforming use or structure is under consideration as required by law for the service of summons or by registered or certified mail, postage prepaid, return receipt requested; and
 2. The following persons by first class mail, postage prepaid:
 - a. The first 3 protestants testifying or speaking at the public hearing, except at a hearing for the revocation or modification of any permit, variance, or nonconforming use or structure,
 - b. The first 3 persons testifying or speaking at a public hearing in favor of the revocation or modification of any permit, variance, or nonconforming use or structure,
 - c. Any other persons testifying or speaking at a public hearing that request such notification from the chairman at the hearing.

(Prior zoning ord. §§ 631—633)

Article VII. - Nonconforming Uses and Structures

17.32.830 ~~-- Purpose~~

This article is intended to allow for the continuation, maintenance, and limited expansion of uses, lots, and structures established in compliance with development codes in effect at the time of establishment of the use of structure, but not in compliance with current development codes.

Definition of types.

~~As used in this article the expressions "Type 1, Type 2, Type 3, Type 4 and Type 5 building" are used as defined in Part V, Chapter 17 of said Ordinance No. 2225 (Building Code).~~

~~(Prior zoning ord. § 509.1)~~

17.32.840 - Establishment of lawful nonconforming uses, structures and lots

Regulation of.

Any lawfully established use, structure, or lot that is in existence on the effective date of the ordinance codified in this title or any subsequent amendment but does not comply with all of the standards and requirements of this title shall be considered nonconforming. Nonconforming uses and structures may only be continued subject to the requirements of this Article.

~~The following regulations shall apply to all nonconforming uses:~~

- A. ~~__—Nonconformities, Generally. A nonconformity may result from any inconsistency with the requirements of this title including, but not limited to location, density, floor area, height, yard, usable open space, buffering, performance standards, or the lack of an approved permit of other required authorization. Continuation of Nonconforming Uses. A nonconforming use may be continuously maintained provided there is no alteration or addition to any structure nor any enlargement of area, space or volume occupied by or devoted to such use, except as otherwise provided in this title.~~
- B. Nonconforming Lots. Any lot that is smaller than the minimum lot size required by this title or does not meet any of the applicable dimensional requirements shall be considered a lawful nonconforming lot if it is described in the official record on filed in the office of the Los Angeles County Recorder as a lot of record under one ownership. A nonconforming lot may be used as a building site subject to compliance with all applicable requirements, unless a variance or other modification or exception is approved as provided in this title.

~~Additions to a Nonconforming Use. This section does not authorize the extension, expansion or enlargement of the area of land or the area within a building or structure devoted to a nonconforming use or permit the addition of land, buildings or structures used in conjunction with such nonconforming use except:~~

- ~~1.—To the extent required by a subsequently enacted or subsequently adopted law, ordinance or regulation and the director so finds. Such additions as are permitted by this subsection shall not be construed to extend the termination date of the subject nonconforming use;~~
- ~~2.—Additions may be made to a nonconforming dwelling unit without requiring any additional garage, carport, parking space or driveway paving, provided that such additions neither increase the number of families that can be housed in such structure, nor occupy the only portion of an area which can be used for required garages, carports, parking space or access thereto. Such additions as are permitted by this subsection shall not be construed to extend the termination date of the subject nonconforming use.~~

- ~~C. Additions to a Nonconforming Building or Structure. Additions may be made to a nonconforming building or structure which is not in violation of any provisions of this title and is nonconforming only because it does not meet the following standards of development as provided herein:~~
- ~~1. Yards provided such addition or expansion is developed pursuant to the yard requirements of this title;~~
 - ~~2. Building height limits, but not including floor area ratio or maximum lot coverage provisions, provided such addition or expansion is developed pursuant to the height requirements of this title;~~
 - ~~3. Access and paving, width of access, improvement and landscaping of parking areas, provided such addition or expansion shall be developed pursuant to the parking provisions of the zone in which it is located. Where the amount of parking provided prior to such addition is sufficient to comply with the zone after such expansion the addition shall be deemed to comply with this subsection;~~
 - ~~4. Such additions as are permitted by this subsection shall not be construed to authorize the modification of any provision of this title nor extend the termination date of the subject nonconforming use.~~
- ~~D. Substitution of a Conforming Use in a Structure—Nonconforming Due to Standards Other Than Parking. A use which is not in violation of any provisions of this title and is nonconforming only because it does not meet the requirements of the standards of development, other than automobile parking space requirements, may be changed to a use permitted in the zone. Any such change of use shall not extend the termination date established for the original nonconforming use.~~
- ~~E. Substitution of a Conforming Use in a Structure—Nonconforming Due to Parking. A use which is not in violation of any provisions of this title and is a nonconforming use only because it does not meet automobile parking space requirements may be changed to a use permitted in the zone having the same or a lesser parking requirement. Any such change of use shall not extend the termination date established for the original nonconforming use.~~
- ~~F. Building and Structures Under Construction. Any building or structure, for which a valid building permit has been issued prior to the operative date of this title or any amendment thereto, may be completed and used in accordance with the provisions of this title, provided:~~
- ~~1. That such construction or the proposed use of such building or structure under construction is not in violation of any other ordinance or law at said operative date; and~~
 - ~~2. That such building or structure is completed within:~~
 - ~~a. One year from said operative date, if 2 stories or less in height and not more than 70,000 square feet in floor area, except that one additional month shall be permitted for each 15,000 square feet in excess of said 70,000 square feet;~~
 - ~~b. One and one-half years from said operative date, if 3 to 6 stories in height and not more than 100,000 square feet in floor area, except that one additional month shall be permitted for each 15,000 square feet in excess of said 100,000 square feet;~~
 - ~~c. Two years from said operative date if 7 stories or more in height and not more than 150,000 square feet in floor area except that one additional month shall be permitted for each 15,000 square feet;~~
 - ~~3. That such building or structure is completed in accordance with the plans and specifications on which such building permit was issued.~~
- ~~G. 1. Repair or Restoration of Damaged or Destroyed Residential Buildings in Residential Zones Which are Nonconforming Solely by Virtue of the Property Development Regulations. A residential building in a residential zone which was legally constructed in accordance with~~

~~the lot dimensions, density, yard or lot coverage requirements in effect at the time of its construction, which is damaged or destroyed, may be repaired or restored to its original number of dwelling units and location on the lot or parcel which it enjoyed prior to the occurrence of such damage or destruction provided that such repair or restoration shall be commenced within one year of the date of damage or destruction and be diligently pursued to completion.~~

- ~~2.—Repair of Damaged or Partially Destroyed (50% or less) Nonconforming Buildings or Structures Other Than Signs. Any nonconforming building or structure other than signs, or any building or structure containing a nonconforming use, which is damaged or partially destroyed may be restored to the condition in which it was immediately prior to the occurrence of such damage or destruction, provided:
 - a.—That the cost of repair or restoration does not exceed 50% of the total replacement cost for the entire building or structure as determined by the current building valuation guide sheet used by the department of building and engineering services to ascertain plan check and building permit fees; and
 - b.—That such repair or restoration shall be commenced within one year of the date of damage or partial destruction and be diligently pursued to completion; and
 - c.—That repair or restoration shall not extend the termination date of such nonconforming use, building or structure specified in this title.~~
- ~~H.—Maintenance of Nonconforming Buildings or Structures. When maintenance or routine repairs within any 12 month period exceed 25% of the current market value of an existing building or structure as reflected by the current assessment roll, such building or structure shall be made to conform to the requirements for new buildings or structures as specified by this title. This provision does not apply to additions permitted by this article or to Section 17.40.120.~~
- ~~I.—Limitation on Additional Development. No new use, building or structure shall be developed on any lot or parcel of land containing a nonconforming use, building or structure unless the following conditions prevail:
 - 1.— That each existing and proposed use, building or structure, including appurtenant structures, improvements and open space, will be located on a lot or parcel of land having the required area as provided in Article II of Chapter 17.40; and
 - 2.— That such lot or parcel of land can be divided into smaller lots or parcels of land each of which when considered as a separate lot or parcel of land will contain not less than the required area; and
 - 3.— That each such lot or parcel of land so divided into smaller lots or parcels of land will comply with the requirements of this title as to the number and location of structures.~~
- ~~J.—Nonconforming Uses Created by the Adoption and Implementation of the General Plan. A use which was lawfully established in accordance with this title, and any amendments thereto, and other applicable ordinances in effect at the time of its creation, but which due to the adoption of the general plan and subsequent amendments to this title to implement the general plan, no longer complies with those regulations and requirements of the zone in which it is located, shall be subject to the following regulations:
 - 1.— Such uses may continue to be operated by the owner for a period of 20 years from the date which they became nonconforming. Section 17.32.850B shall not apply.
 - 2.— Such uses shall be terminated when the use is changed or discontinued under the conditions described in Section 17.32.850A.~~
- ~~K.—Exemptions for Senior Mobilehome Parks. An existing senior mobilehome park that becomes nonconforming as to the underlying general plan or zoning designation shall be deemed to be a legal and conforming use. Expansion of an existing senior mobilehome park shall not~~

~~terminate the legal and conforming status of any previously existing structures or uses in the mobilehome park.~~

~~(Ord. 900 § 8, 2008; prior zoning ord. § 509.2)~~

17.32.850 - Continuation and maintenance of nonconforming uses and structures

~~Termination of:~~

~~A. A use legally occupying a structure or site, as of the effective date of this code, that does not conform with the use regulations or the standards in the zone in which the use is located shall be deemed to be a legal nonconforming use and may be continued in perpetuity.~~
~~Termination by Discontinuance.~~

~~1. Discontinuance of a nonconforming use as indicated herein shall immediately terminate the right to operate such nonconforming use, except when extended as otherwise provided in this title:~~

~~a. Changing a nonconforming use to a conforming use;~~

~~b. Discontinuance of a nonconforming use for a consecutive period of one year.~~

~~2. Discontinuance of the keeping of animals for one year in a zone where the keeping of said animals is not permitted (R, MHP, MDR, HDR) or keeping numbers of animals on a 15,000 square foot lot which exceeds the number permitted for the lot area specified in Article IV of Chapter 17.08 for the keeping of such animals, shall terminate the right to keep same as a nonconforming use.~~

~~B. Termination by Operation of Law. The following nonconforming uses and structures shall be discontinued and removed from their sites within the time specified in this section, except when extended or revoked as otherwise provided in this title:~~

~~1. Where the property is unimproved, one year;~~

~~2. Where the property is unimproved except for structures of a type for which Ordinance No. 2225 does not require a building permit, 3 years;~~

~~3. Where the property is unimproved except for structures which contain less than 100 square feet of gross floor area, or where such structures have a total market value of \$500.00 or less as reflected by the current assessment roll, 3 years;~~

~~4. Signs as follows:~~

~~a. Signs as prohibited by Sections 17.12.150B, 17.12.370B, 17.12.660B, 17.12.820B, 17.16.150B and 17.16.360B (except for pole signs and roof signs which shall comply with subsection B.4.c. of this section), 90 days, and~~

~~b. Outdoor advertising signs and structures in accordance with subsections D and H of Section 17.40.210, and~~

~~c. All other signs and structures governed by the provisions of the zoning ordinance which were in effect before March 12, 1983, 10 years,~~

~~d. All other signs and structures governed by the provisions of the zoning ordinance which became effective after March 12, 1983, to the extent the requirements of Business and Professions Code Section 5495 apply,~~

~~e. Those nonconforming signs within a redevelopment project area, 10 years; A structure legally occupying a site as of the effective date of this code that does not conform with the property development standards for required yards, height, coverage, distances between structures, or other standards for the zone in which the structure is located shall be deemed to be a legally nonconforming structure and may be used and maintained in perpetuity.~~

~~C. It shall not be the intent of this section to render previously legally created building lots or legally constructed buildings which do not comply with the new property development~~

regulations or other requirements of this title to be nonconforming where these lots or buildings complied with the ordinances in effect at the time of construction. However, proof of compliance with ordinances in effect at the time of creation or construction shall be the sole burden of the applicant or property owner. Such proof may include building permits, minutes of council or commission action, case files, or other documentation.

D. Routine maintenance and repairs may be performed on a structure or site, the use of which is legal nonconforming.

E. When interpreting setbacks for a residential use in a residential zone that are legal nonconforming, new construction shall be permitted to maintain/continue the existing setback, provided the structure does not further encroach into the existing setback area by either further reducing the existing setback.

F. Any nonconforming publicly owned use, including but not limited to, schools, colleges, parks, libraries, fire stations, sheriff stations and other public sites, may be added to, extended or altered if such additions, extensions or alterations do not extend beyond the boundaries of the original site established prior to the time approval was required. Nothing in this title pertaining to nonconforming structures shall be construed to require the termination, discontinuance or removal of such uses except as provided in Section 17.32.900.

G. Any nonconforming public utility building, structure, equipment or facility necessary for operating purposes, but excluding offices, service centers or yards, may be added to, extended or altered, provided there is no change in use or enlargement of the original site established prior to the time such approval was required. Nothing in this ordinance pertaining to nonconforming structures shall be construed to require the termination, discontinuance or removal of such uses except as provided in Section 17.32.900.

~~5. Where a nonconforming use is carried on in a conforming structure, 5 years except where the provisions of subsection B.3. of this section apply;~~

~~6. In other cases 20 years from effective date of the ordinance or amendment thereto establishing said nonconforming status, and for such longer time so that the total life of the structure from the date of construction, based on the type of construction as defined by the building code, will be as follows:~~

~~a. Type IV and Type V buildings (light incombustible frame and wood frame) used as:~~

~~1) One family dwellings, 2 family dwellings, 3 family dwellings, apartment houses and other buildings used for residential occupancy, 35 years,~~

~~2) Stores and factories, 25 years,~~

~~3) Any other building not herein enumerated, 25 years,~~

~~b. Type III buildings (heavy timber construction and ordinary masonry) used as:~~

~~1) One family dwellings, 2 family dwellings, 3 family dwellings, apartment houses, offices and hotels, 40 years,~~

~~2) Structures with stores below and residences, offices or a hotel above, 40 years,~~

~~3) Warehouses, stores and garages, 40 years,~~

~~4) Factories and industrial buildings, 40 years,~~

~~c. Type I and Type II buildings (fire resistive) used as:~~

~~1) One family dwellings, 2 family dwellings, 3 family dwellings, apartment houses, offices and hotels, 50 years,~~

- ~~2) — Theaters, warehouses, stores and garages, 50 years,~~
- ~~3) — Factories and industrial buildings, 50 years.~~

~~(Ord. 651 § 9, 1993; prior zoning ord. § 509.3)~~

17.32.860 - Restoration of damaged structure

A. Whenever a structure which does not comply with the property development standards prescribed in the zone in which the structure is located is destroyed by fire or other calamity to the extent of fifty percent (50%) or more, the structure may be restored and the legal nonconforming use may be resumed; provided, that restoration is started within two (2) years from the date of the calamity and diligently pursued to completion. The new structure may be restored to its original height or the maximum height permitted in the zone in which it is located, whichever is greater, and must be in full conformity with the parking, setback, and landscaping standards for that zone in effect at the time of reestablishment.

B. The extent of damage shall be based upon the ratio of the estimated cost of restoring the structure to its condition prior to such damage to the estimated cost of duplicating the entire structure as it existed prior thereto. Estimates for this purpose shall be made by or shall be reviewed and approved by the Building Official and shall be based on the minimum cost of construction in compliance with the Building Code. In the case of a use with multiple structures, the damage ratio shall be determined by comparing the cost of restoring the damaged structure(s) to its (their) condition(s) prior to such damage to the estimated cost of duplicating all structures associated with such use.

C. Whenever a structure is damaged less than fifty percent (50%), the structure shall be replaced to its legal nonconforming status or replaced with a structure in conformance with the code.

~~Public uses:~~

~~Any nonconforming publicly owned use, including but not limited to, schools, colleges, parks, libraries, fire stations, sheriff stations and other public sites, may be added to, extended or altered if such additions, extensions or alterations do not extend beyond the boundaries of the original site established prior to the time approval was required. Nothing in this title pertaining to nonconforming structures shall be construed to require the termination, discontinuance or removal of such uses except as provided in Section 17.32.900.~~

~~(Prior zoning ord. § 509.4)~~

17.32.870 - Zoning Compliance Review

~~Public utilities:~~

A. Uses and structures established in compliance with zoning codes in effect at the time of establishment of the use or structure but not in compliance with current zoning codes may obtain a certificate of zoning compliance through a Director's Review. A certificate of zoning compliance shall require a final occupancy review. The applicant must show, to the satisfaction of the Director, that the structure or use in question is in compliance with the original permit and/or codes in effect at the time the structure was constructed or the use was initiated

~~Any nonconforming public utility building, structure, equipment or facility necessary for operating purposes, but excluding offices, service centers or yards, may be added to, extended or altered, provided there is no change in use or enlargement of the original site established prior to the time such approval was required. Nothing in this ordinance pertaining to nonconforming structures shall be construed to require the termination, discontinuance or removal of such uses except as provided in Section 17.32.900.~~

~~(Prior zoning ord. § 509.5)~~

~~17.32.880 – Review of amortization schedule or substitution of use.~~

- ~~A. Request for Review. An application accompanied by the filing fee required by resolution of the city council may be filed with the commission:~~
- ~~1. Requesting extension of the time within which a nonconforming use or structure must be discontinued and removed from its site as specified in subsection B of Section 17.32.850 or subsection A of Section 17.44.100; or~~
 - ~~2. Requesting substitution of another use permitted in the zone in which the nonconforming use is first permitted where a nonconforming building is vacant despite efforts to insure continuation of a nonconforming use and is so constructed that it may not reasonably be converted to or used for a use permitted in the zone in which it is located.~~
- ~~The commission may accept such filing either before or after the date of expiration of such nonconforming use.~~
- ~~B. Application and Procedure. Except as specifically provided in this section, the application and all procedure relative to notification, public hearing and appeals shall be the same as for a conditional use permit.~~
- ~~C. Burden of Proof. In addition to the information required in the application, the applicant shall substantiate to the satisfaction of the zoning board and/or commission, the following facts:~~
- ~~1. That the nature of the improvement is such that to require cessation of use would impair the property rights of any person to such an extent as to be an unconstitutional taking of property; and~~
 - ~~2. That such adjustment will not be materially detrimental to the public health or safety, or to the use, enjoyment or valuation of property of other persons located in the vicinity.~~
- ~~D. Findings and Decisions. After a public hearing, the commission shall consider or the zoning board shall consider and recommend to the commission, applications for a nonconforming use and structure review. In making such determination, the commission shall consider the following principles and standards and shall approve such permit where the information submitted by the applicant and/or presented at public hearing substantiates the following findings:~~
- ~~1. That the nature of the improvement is such that to require cessation of use would impair the property rights of any person to such an extent as to be an unconstitutional taking of property; and~~
 - ~~2. That such adjustment will not be materially detrimental to the public health or safety, or to the use, enjoyment or valuation of property of other persons located in the vicinity.~~
- ~~E. Conditions. The commission in approving an application for a nonconforming use and structure review may impose conditions it deems necessary to insure that the approval will be in accord with the findings required. Conditions imposed by the commission may involve any pertinent factors affecting the establishment, operation and maintenance of the use requested, including, but not limited to those specified in Section 17.32.120.~~

~~(Prior zoning ord. § 509.6)~~

Article XIII – Wireless Telecommunication Facilities

17.40.640 – Purpose and intent.

- A. The purpose and intent of this article shall be to establish standards for the placement and use of wireless telecommunication facilities in all zones in which they are allowed within the City of Lancaster. These requirements provide incentives for well-designed and well placed telecommunication facilities by simplifying and shortening the review process, where warranted, while at the same time protecting the public interest. It is the City's intent, in establishing these standards, to allow for the development of wireless communication facilities where needed in accordance with the Telecommunications Act of 1996, while maintaining development standards and permitting requirements consistent with state law.
- ~~B. The desired city priority for the placement of wireless telecommunication facilities is first, the construction of a stealth or co-located facility in the applicable zone. Second most desirable method is the construction of a co-located facility including locating facilities on existing city-owned property. The third, construction of a nonstealth wireless telecommunication facilities within the height limit, and the least desired wireless telecommunication facilities is the construction of a new major facility requiring a conditional use permit.~~

17.40.650 – Applicability.

These standards are applicable to all wireless telecommunication facilities in all zones and in the public right-of-way where they are allowed. These standards do not apply to ~~personal or~~ noncommercial radio or television antennas, which shall be subject to the specific requirements for the zone in which they are located ~~shall apply~~.

17.40.660 – Permit Requirements

- A. Mini, Minor, Stealth and Major wireless communication facilities shall require a Directors Review unless they exceed the allowed height for the zone in which they are located. In the event height is exceeded, a Conditional Use Permit shall be required. All wireless communication facilities shall comply with the development standards and submittal requirements identified within this Article.
- B. Major wireless communication facilities in the residential zones shall require a Conditional Use Permit.
- C. Wireless communication facilities on City property or within the public right-of-way shall comply with the required permitting process as indicated in Lancaster Municipal Code Sections 17.40.665-17.40.666

17.40.661 - Collocations

- A. Notwithstanding any other provision of this Chapter, the collocation of a new wireless communication facility on an existing major wireless communication facility that (i) was approved after January 1, 2007, by discretionary permit; (ii) was approved subject to an environmental impact report, negative declaration, or mitigated negative declaration; and (iii) otherwise complies with the requirements of Government Code §65850.6(b) for wireless communication collocation facilities shall not be required to obtain another discretionary permit approval, but shall be required to obtain all other applicable non-

discretionary permit(s), as specified by this Title and the City-adopted Building Code, provided such collocation does not increase the height or change the location of the existing wireless facility or otherwise change the bulk, size, or other physical attributes of the existing permitted wireless communication facility.

- B. The proposed collocation of a new wireless communication facility on an existing minor or major wireless communication facility that meets all of the requirements stated in the above paragraph may include new appurtenant equipment boxes or shelter units that are colored and/or disguised to match the existing equipment boxes or shelter units and that do not exceed the total volume of equipment boxes utilized by the existing wireless communication collocation facility per Section 6409 (a).
- C. The proposed collocation of a new wireless communication facility on an existing major wireless communication facility that meets all of the requirements stated in the above paragraphs may not include the following:

 - 1. More additional surface area of antennas than is being utilized by the existing wireless communication collocation facility, provided all antennas are colored and/or disguised to match the existing facility.
 - 2. Any additional tower or additional support structure than is shown in plans and specifications to be reasonably necessary to collocate the permitted antenna panels on the existing wireless communication facility. Unless otherwise approved in writing by the Director, and except as provided in this subsection, installation of all collocation accessory equipment and enclosures shall comply with the requirements of this Chapter.
- D. Except as otherwise provided above, a Director's Review may be required when the proposed collocation facility:

 - 1. Increases the height of the existing permitted tower/structure or otherwise changes the bulk, size, location, or any other physical attributes of the existing permitted wireless communication facility; or
 - 2. Adds any microwave dish or other antenna not expressly permitted to be included in a collocation facility by this Section; or
 - 3. Collocates on an existing legally permitted wireless communication facility; or
 - 4. Will serve or be operated by more than one wireless services provider, unless an additional provider has properly obtained a written authorization from the Director after consideration of the factors applicable to administrative approval of collocation facilities set forth above in this Section, the size of the additional, proposed facility, and the potential visual or other impact of the proposed facility.

17.40.662 – Development Criteria

- A. Screening and Site Selection Guidelines. The following screening and site selection guidelines apply to all wireless communication facilities:

 - 1. Stealth facilities and concealed antennas are preferred.

2. Wireless communications facilities shall be located where the existing topography, vegetation, buildings, or other structures provide the greatest amount of screening. Where insufficient screening exists, applicants shall provide screening satisfactory to the Development Services Director, or as otherwise required herein.

3. Ground-mounted wireless communications facilities shall be located only in close proximity to existing above-ground utilities, such as electrical towers or utility poles (which are not scheduled for removal or undergrounding for at least 18 months after the date of application), light poles, trees of comparable heights, and in areas where they will not detract from the appearance of the City.

B. Wireless communication facilities shall be located in the following order of preference:

1. Collocated with existing wireless communications facilities.

2. On existing structures such as buildings, communication towers, or utility facilities.

3. On an existing signal, power, light, or similar kinds of poles.

4. In industrial zones.

5. In commercial zones.

6. In residential zones, subject to additional restrictions set forth herein.

C. When located on any existing non-residential building or structure or on any existing utility pole provided such location complies with all of the following:

1. The collocation is in full compliance with the California Public Utilities Commission Joint Pole Association General Order 95, Rule 94, and any other applicable state or federal regulations; and

2. Existing Major Wireless Communications Facility to be utilized for collocation shall previously be granted with a Conditional Use Permit or a Director's Review approval, including modification of an existing Conditional Use Permit or Director's Review; and

3. All accessory equipment and enclosures shall be located underground or screened from public view as approved in writing by the Director; and

4. Unless shown in the submitted application documentation to not be technically and/or commercially feasible, all antennas and/or antenna panels shall be flush mounted and limited in number to that amount necessary to achieve the required coverage described in said documentation.

5. The proposed facility will replace or modify an existing facility for purposes of collocation.

6. The proposed facility will be designed and constructed in a manner to allow for future collocation of an additional wireless communication carrier provided the applicant submits written documentation that shows:

A more preferable location, as determined by reference to Section 17.40.662 (2) cannot be reasonably accommodated by the applicant due to technical requirements of the proposed facility including, but not limited to, coverage requirements imposed by the Federal Communications Commission (FCC) or otherwise by law, or due to other factors beyond the applicant's reasonable control. For the purposes of this Chapter, all distances shall be measured in a straight line without regard to intervening structures, from the nearest point of the proposed Major Wireless Communications Facility to the nearest property line of any residential land use, or to the nearest point of another Major Wireless Communications Facility.

D. General Development Requirements.

1. As part of the application process, each wireless communications facility applicant may, at the discretion of the Director, be required to provide written documentation demonstrating good faith efforts in locating facilities in accordance with the Site Selection Guidelines (order of preference). Such documentation shall include at minimum a coverage map (before and as proposed) and analysis of alternative sites.
2. Wireless communications facilities shall not bear any signs or advertising devices other than certification, warning, or other required seals or legally required signage. Advertising of any kind on the facility is prohibited.
3. All accessory equipment associated with the operation of the wireless communications facility shall be located within a building, enclosure, or underground vault that complies with the development standards of the zone in which the accessory equipment is located, subject to City approval. If the equipment is permitted to be located above ground, it shall be visually compatible with the surrounding buildings and include sufficient landscaping to screen the structure from view.
4. Wireless communications facilities shall be subdued colors and non-reflective materials, which blend with surrounding materials and colors.
5. All screening for building-mounted facilities shall be compatible with the existing architecture, color, texture, and/or materials of the building.
6. Monopoles and antennas shall be no greater in diameter or other cross-sectional dimensions than is necessary for the proper functioning of the wireless communications facility. The applicant shall provide documentation satisfactory to the Director establishing compliance with this subsection.
7. Proof of Federal Communications Commission and Federal Aviation Administration approvals shall be provided prior to building permit issuance.
8. Where possible, wireless telecommunication facilities shall be integrated into the design of the existing buildings on-site.
9. Wireless telecommunication facilities, including equipment buildings and cabinetry shall be treated to match existing buildings on-site.

10. Wireless telecommunication facilities shall be painted with a non-reflective finish in a color to be determined by the approving authority which best matches the background environment color. Primarily, colors shall be light blue where the predominant background for the structure is above the horizon and beige where the background is the mountains or desert.
11. Lighting, other than required safety lights, is prohibited.
12. Construction and operation of a wireless telecommunication facility shall meet the noise standards identified in the City of Lancaster's General Plan (Table 3-1) and adhere to the City's Noise Ordinance (Chapter 8.24 of the Lancaster Municipal Code). A detailed noise study by a qualified acoustical engineer may be required to document that the noise levels meet the required levels and to determine any necessary attenuation measures.
13. Anti-climbing devices are required.
14. Any required parking or landscaping displaced by the construction of a wireless telecommunication facility shall be replaced on-site or additional review for off-site parking shall be required. Landscape plans shall be submitted according to the most recent landscape ordinance, as necessary.
15. Wireless telecommunication facilities shall not be placed where they will cause interference with the operation of other wireless telecommunication facilities, wind energy conversion systems or solar power systems.

The Development Services Director, or their designee, or the Planning Commission, as appropriate, can require additional design criteria or other information as deemed necessary to integrate the proposed wireless telecommunication facilities with the surrounding area.

17.40.665 – Submittal Requirements for Wireless Telecommunication Facilities within the Public Right-of-Way

- A. All wireless telecommunication facilities which are installed, erected, co-located, or modified within the City right-of-way following the effective date of the ordinance codified in this chapter shall conform to the following requirements.
- B. All equipment shall be associated with a specific provider and the GPS coordinates of any nodes to be connected to must be provided. No applications will be accepted for equipment if the provider is not identified in advance and the GPS coordinates of the connecting nodes are not provided.
- C. Wireless facilities applications proposed for location in the public right-of-way that conform to the requirements in Section 17.40.675 shall be submitted to the Development Services Department for processing. Any request for a deviation from the requirements shall require the Director of Development Services' review and approval.
- D. Any applicant that seeks approval for five or more wireless telecommunications facilities in the public right-of-way within a 24-month period, either individually or cumulatively, shall submit a Director's Review application. Approved facilities shall require subsequent individual permitting from Building and Safety.
- E. Installation of wireless telecommunications facilities within the City right-of-way will be permitted subject to issuance of a Master Telecommunications Agreement,

encroachment permit, and payment of applicable permit fees. The City Engineer or his designee will review and approve encroachment permit applications from carriers which hold a Certificate of Public Convenience and Necessity (CPCN) from the California Public Utilities Commission (CPUC) subject to the criteria contained in this section. A Removal or Relocation Security, and a certificate of general liability insurance and commercial automobile liability insurance in a form and amount acceptable to the City must be submitted prior to issuance of the permit, and maintained for as long as the facilities exist within the City right-of-way.

F. In addition to the requirements found in this chapter, every wireless telecommunication facility request within the public right-of-way must be accompanied by the following prior to review:

1. Elevations showing the height of the proposed facility, location and placement of any related equipment, and the height of other structures within a 60-foot radius from the proposed location;
2. A completed Master Telecommunications Agreement;
3. Photos of the site with a rendering of the proposed facility taken from a minimum of three directions;
4. A written description and map identifying the location of the proposed facility in relation to all existing and planned facilities within a two (2) mile radius maintained within the City by each of the applicant, operator, and owner, with an explanation of the facility's purpose to address service coverage or capacity, and graphic and/or written evidence which demonstrates the inability of existing facilities to meet the need met by the new facility.

17.40.666 – Development and Design Standards for Wireless Telecommunication Facilities in the Public Right-of-Way

All wireless telecommunications facilities that are located within the public right-of-way shall be designed and maintained as to minimize visual, noise, and other impacts on the surrounding community and shall be planned, designated, located, and erected in accordance with the following:

- A. Wireless telecommunication facilities in the public right-of-way shall not alter vehicular circulation or parking in the public right-of-way, nor impede vehicular or pedestrian access or visibility along any public right-of-way. No facility shall interfere with the use of City property or the public right-of-way, no any City or public utility facility located in the public right-of-way, no any reasonable expectation of future City, general public, or public utility use of the public right-of-way. Any such facility shall be moved, permanently or temporarily, at the permittee's expense, as determined by the Director of Development Services.
- B. In no case shall a new facility be erected adjacent to vacant land unless there is an approved project or site plan associated with the parcel and the applicant assumes responsibility for moving the facility, permanently or temporarily, at the permittee's expense, should the facility become incompatible due to revision or cancellation of the project or plan, as determined by the Director of Development Services. If the facility is required to be to be moved, the permittee has 180 days (6 months) to move the facility from the date of notification.

C. Location. Wireless telecommunication facilities in the public right-of-way shall be developed in the following manner in order of preference:

1. Co-located on an existing City-owned light pole in any zone except residential, provided the facility conforms to the design guidelines and is located on a primary or secondary arterial street. The permittee shall enter into a facilities lease agreement with the City for the use of the pole.
2. A new light pole in any zone except residential, provided the facility conforms to the design guidelines, is located on a primary or secondary arterial street, and is proposed in a location with an approved site plan or map that is in the permitting process at the time of application.
3. A co-located facility, replacement light pole, or new light pole proposed in a residential zone shall require a Director's Review.

D. Design

1. Wireless communication facilities shall not bear any signs or advertising devices other than certification, warning, or other required seals or required signage.
2. All antennas shall meet the minimum siting distances to habitable structures required for compliance with Federal Communications Commission (FCC) regulations and standards governing the environmental effects of radio frequency emissions.
3. No more than one (1) antenna assembly may be attached to a light pole.
4. All cabling and wiring shall be run through the interior of the pole. No exposed slack or extra cable is allowed.
5. An antenna assembly must be mounted to the top of the pole, or flush to the pole near the top.
6. A flush-mounted antenna assembly may not exceed a total volume of 3 cubic feet. A cylindrical antenna assembly shall not exceed 5 feet above the existing height of a light pole or 50% larger than the top diameter of the pole, whichever is less, unless additional separation is required for conformance with CPUC General Order 95 clearance requirements.
7. No portion of the antenna or transmission equipment mounted on a pole may be less than 16 feet above any road surface to minimize potential safety conflicts with users of said roadway.
8. All parts of the antenna assembly shall be completely shrouded with no exposed components or mounting apparatus.
9. The facility shall comply with all applicable sections of the City of Lancaster's adopted Building Code.
10. Replacement Poles. If an applicant proposes to replace a pole in order to accommodate a proposed facility, the pole shall be designed to resemble the appearance and dimensions of existing poles near the proposed location,

including size, height, color, materials, and style to the maximum extent feasible.

11. New Poles. The model of new pole shall be determined by the City and will be either a) the same model and manufacturer normally required for the location, or b) the equivalent to a Replacement Pole for the required model should that model not be able to accommodate the facility.

E. Support Equipment

To preserve community aesthetics, all facility equipment, excluding antennas, aboveground vents and the smallest possible electrical meter boxes, shall to the greatest extent possible be required to be located underground, flush to the finished grade, shall be fully enclosed, and not cross property lines. Equipment may include, but not be limited to, the following: meter pedestals, fiber optic nodes, radio remote units or heads, power filters, cables, cabinets, vaults, junction or power boxes, and gas generators. Wherever possible, electrical meter boxes related to wireless facilities shall be appropriately screened, not visible to the general public, and located in less prominent areas within the public right-of-way. Where it can be demonstrated that undergrounding of equipment is infeasible due to conflict with other utilities, the City Engineer may approve alternative above grade equipment mounting, including pole mounting, when adequately screened from public view. Any approved above grade equipment must be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, or to otherwise inconvenience public use of the right-of-way, or create safety hazards to pedestrians or motorists.

17.40.668 – Removal of Wireless Telecommunication Facilities within the Public Right-of-Way

- A. Any wireless telecommunication facility in the public right of way may at any time be required to be removed and/or relocated by the City at the owner's expense for any reason including, but not limited to, street reconstruction or widening.
- B. In the event that the wireless telecommunication facility is deemed to be unsafe or unstable due to damage as a result of an act of nature (e.g., severe wind storm, etc.), vandalism, or any other such incident, the facility shall be removed immediately. If the owner of the telecommunications facility does not remove the facility immediately as requested, the City shall remove the structure and bill the owner. The owner shall have the right to rebuild the structure in the same location

17.40.670 – Submittal Requirements for Wireless Telecommunication Facilities on Private Property

- A. Prior to review, every wireless telecommunication facility request must be accompanied by the following:
 1. A site plan showing the locations of existing structures, parking facilities, driveways, landscaping, conduit, fiber, and other relevant infrastructure and information on-site as well as the location of adjacent buildings and structures within a distance equal to the height of the proposed facility or 60 feet, whichever is greater, measured from the base of the support structure;
 2. Detailed engineering plans for the proposed facility including GPS coordinates on a Datum, Reference and at an accuracy acceptable to the City; and depth and size of all conduit and fiber locations;

3. Elevations showing the height of the proposed facility, cabinetry or equipment buildings supporting the facility, and the height of other structures on-site;
 4. Property owner's authorization for establishment of a wireless telecommunication facility. Include a copy of the lease agreement with a statement regarding liability for future removal of the structure;
 5. Proof of Federal Communications Commission licensing;
 6. A map or narrative of other facilities proposed or existing to support the proposed facility including identification of the carrier the connection is being made for and the GPS coordinates of the nodes being connected to.
- B. Prior to review, major wireless telecommunications facilities (including stealth and co-located facilities) must be accompanied by the following:
1. Photos of the site taken from a minimum of four directions with an emphasis on the worst case scenario as seen from the most visually sensitive adjacent use or street right-of-way.
 2. A rendering of the proposed facility superimposed upon a photograph of the site.
 3. A siting statement describing the method used to determine the height and location of the facility. Describe how other alternative sites would not be feasible.
 4. A co-location statement, which is a written statement indicating that the applicant will accept collocation of other wireless telecommunication facilities at the proposed location in good faith and that an exclusive lease agreement will not be signed between the owner of the property and the wireless telecommunication facilities provider.
 5. Proof of Public Utilities Commission license for the applicant to provide service in this area.

17.40.675 – Work Standards

- A. All work shall be done in a good and skillful manner, subject to the inspection and reasonable satisfaction of the City. All work shall comply with standards imposed by City ordinance and be conducted with the least possible hindrance or interference to the public right-of-way and City property. The telecommunications facility shall occupy the smallest space necessary and be installed in such a manner as to not unreasonably hinder the future installation of co-located facilities.
- B. The operator/applicant shall be responsible for any damage to City street pavement, existing utilities, curbs, gutters, sidewalks or to any private property or improvements, including but not limited to subsidence, cracking, erosion, collapse, weakening, or loss of lateral support, to the extent caused by its installation, maintenance, repair or removal of its wireless telecommunication facility and shall repair, replace and restore in kind any such damaged facilities at its sole expense and to the reasonable satisfaction of the City.

- C. If the public right-of-way to be utilized has preexisting installation(s) placed in said right-of-way, the operator/applicant shall assume the responsibility to verify the location of the preexisting installation and notify City and any third part of the proposed installation. The reasonable cost of any work required of such third party or City to provide adequate space or required clearance to accommodate the installation shall be borne solely by the operator/applicant.
- D. The operator/applicant shall be responsible for ensuring that the work of employees, contractors, subcontractors, agents, representative and permitted assigns is performed consistent with applicable laws and shall be responsible for acts or omissions of such third parties including responsibility for promptly correcting acts or omissions.

17.40.680 – Performance Standards

No wireless communication facility shall interfere with any public safety radio communications system. Wireless communication facilities shall comply with all FCC rules and regulations regarding the avoidance, mitigation, and abatement of any such interference

17.40.681 – Abandonment.

- A. A wireless communications facility is considered abandoned and shall be promptly removed as provided herein if it ceases to provide wireless communication services for 180 or more days. Such removal shall be in accordance with proper health and safety requirements and all ordinances, rules, and regulations of the City.
- B. A written notice of the determination of abandonment shall be sent by first class mail, or personally delivered, to the operator of the wireless communications facility at said operator's business address on file with the City. The operator shall remove all facilities within 30 days of the date of such notice unless, within 10 business days of the date of said notice, the operator appeals such determination, in writing, to the Planning Commission. The Director shall schedule a hearing on the matter to be conducted before the Planning Commission at which time the operator may present any relevant evidence on the issue of abandonment. The Planning Commission may affirm, reverse, or modify with or without conditions the original determination of abandonment and shall make written findings in support of its decision. The decision of the Planning Commission shall be final.
- C. Any wireless communications facility determined to be abandoned and not removed within the 30-day period from the date of notice, or where an appeal has been timely filed, within such time as prescribed by the Planning Commission following its final determination of abandonment, shall be in violation of this Chapter, and the operator of such facility shall be subject to the penalties prescribed herein. Facilities determined to be abandoned and not removed within the time limits prescribed herein hereby are deemed to be a nuisance and, alternative to the procedure described above, may be abated as a nuisance in any manner provided by law.

17.40.682 – Deployment of Temporary Facilities

A temporary wireless communication facility may be deployed subject to approval by the Director and the following:

- A. A permanent wireless communication facility has been approved for the property in question.

B. The temporary facility was approved as part of the Conditional Use Permit or other discretionary application.

C. The facility is deployed for no more than six (6) months, provided that two extensions may be granted by the Director; however, the total period shall not exceed one (1) year.

17.40.683 - Notifications

All notifications with respect to this ordinance shall be provided via certified, return receipt mail and addressed to the applicant, property owner identified in the lease (private property) and/or the entity identified in the Master Telecommunications Agreement (public right-of-way).

17.40.684 – Relationship to State and Federal Law

Wireless telecommunication facilities are heavily regulated by both state and federal law. If and to the extent there is any conflict between any provision of this article and any applicable provision of federal law, the federal law shall control and the conflicting provision of this article shall have no force or effect. If and to the extent there is any conflict between any provision of this article and any applicable provision of state law, the state law shall control and the conflicting provision of this article shall have no force or effect.

17.40.685 – Severability

If any section, sentence, clause or phrase of this article is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this article. The city council declares that it would have passed the ordinance codified in this article and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, sentences, clauses or phrases may be declared invalid or unconstitutional.

~~17.40.660 – Submittal requirements.~~

~~A. Due to the sensitive nature of some of the required submittal information, any document submitted by the applicant marked confidential shall be placed on file with the city clerk's department and not made public information. Prior to review, every wireless telecommunication facilities request must be accompanied by the following:~~

- ~~1. A site plan showing the locations of existing structures, parking facilities, landscaping and other relevant information on-site as well as the location of adjacent building and structures within a distance equal to the height of the proposed facility measured from the base of the support structure;~~
- ~~2. Elevations showing the height of the proposed facility, cabinetry or equipment buildings supporting the facility, and the height of other structures on-site;~~
- ~~3. Property owner's authorization for establishment of a wireless telecommunication facilities. Include a copy of the lease agreement with a statement regarding liability for future removal of the structure, if applicable;~~
- ~~4. Proof of Federal Communications Commission licensing;~~
- ~~5. A map or narrative of other facilities proposed or existing to support the proposed facility.~~

~~B. Prior to review, major wireless telecommunication facilities (including stealth and co-located facilities) must be accompanied by the following:~~

- ~~1. Photos of the site taken from a minimum of four directions with an emphasis on the worst case scenario as seen from the most visually sensitive adjacent use or street right-of-way.~~
- ~~2. A siting statement describing the method used to determine the height and location of the facility. Describe how other alternative sites would not be feasible.~~
- ~~3. A co-location statement, which is a written statement indicating that the applicant will accept collocation of other wireless telecommunication facilities at the proposed location in good faith and that an exclusive lease agreement will not be signed between the owner of the property and the wireless telecommunication facilities provider.~~
- ~~4. Proof of Public Utilities Commission license for the applicant to provide service in this area.~~

~~**17.40.670 – Design standards.** The following standards shall apply to all wireless telecommunication facilities:~~

- ~~A. Proof of Federal Communications Commission and Federal Aviation Administration approvals shall be provided prior to building permit issuance.~~
- ~~B. Where possible, wireless telecommunication facilities shall be integrated into the design of the existing buildings on-site.~~
- ~~C. Wireless telecommunication facilities, including equipment buildings and cabinetry shall be treated to match existing buildings on-site.~~
- ~~D. Wireless telecommunication facilities shall be painted with a nonreflective finish in a color to be determined by the approving authority which best matches the background environment color. Primarily, colors shall be light blue where the predominant background for the structure is above the horizon and beige where the background is the mountains or desert.~~
- ~~E. Lighting, other than required safety lights, is prohibited.~~
- ~~F. Anti-climbing devices are required.~~
- ~~G. Signage or advertising of any kind on the facility is prohibited.~~
- ~~H. Any required parking or landscaping displaced by the construction of a wireless telecommunication facilities shall be replaced on-site or additional review for off-site parking shall be required. Landscape plans shall be submitted according to Ordinance 629, as necessary.~~
- ~~I. Wireless telecommunication facilities shall not be placed where they will cause interference with the operation of other wireless telecommunication facilities, wind energy conversion systems or solar power systems.~~
- ~~J. The director of community development or the planning commission, as appropriate, can require additional design criteria or other information as deemed necessary to integrate the proposed wireless telecommunication facilities with the surrounding area.~~

~~**17.40.671 – Design standards for mini and minor facilities.**~~

~~The following standards shall apply to mini and minor wireless telecommunications facilities:~~

- ~~A. Ground mounted wireless telecommunications facilities and support equipment shall be screened from public view by vegetation or another acceptable material subject to director's discretion.~~
- ~~B. Setbacks of the underlying zone of the subject site for mini and minor wireless telecommunications facilities shall apply.~~

~~C. Operation of a backup generator shall be limited to power outages and for testing and maintenance purposes only.~~

~~17.40.672 – Design standards for major facilities.~~

The following standards shall apply to every major wireless telecommunications facilities:

- ~~A. Construction and maintenance of the wireless telecommunications facility shall not impact surrounding streets or adjacent properties.~~
- ~~B. Storage of mobile or immobile equipment not directly supporting the facility on-site is prohibited unless repairs to the facility are being made.~~
- ~~C. Operation of a backup generator shall be limited to power outages and for testing and maintenance purposes only.~~

~~17.40.680 – Co-located and stealth facilities.~~

- ~~A. Co-located wireless telecommunication facilities shall not require a significant change to the existing support structure, or increase the overall height of the existing facility. Any changes to the site shall be in compliance with the city Municipal Code.~~
- ~~B. A proposed stealth wireless telecommunications facility is unrecognizable as a wireless telecommunication facility, through enclosure within a building or structure, integration with building architecture, or camouflage features consistent with the surrounding area.~~

~~17.40.681 – Abandonment.~~

~~Any wireless telecommunication facilities not in operation for a consecutive period of 6 months shall be deemed abandoned and must be removed from the site within 12 months from the date of nonuse. If the owner of the wireless telecommunications facility does not respond to a request for removal of the structure within 30 days of receipt of the notice, the property owner will be notified to remove the structure. If the property owner does not comply with the request within 30 days, the City may remove the structure and lien the property.~~

**Table 5-1:
Land Uses and Permit Requirements**

Uses	Downtown Districts:						
	BD	CD	TD	CA	CV	GD	NO
Retail/Service:							
Retail Store	P*	P*	P*	P*	C	P*	D* C
Grocery Store/Mini Mart/Neighborhood Market	C	C	C	C	C	C	C
Personal Services	P	P	P	P	P	P	D C
Restaurants/Cafe/Bakery/Deli	P*	P*	P*	P*	P*	P*	D C
Bar/Nightclub/Dance Club	C	C	C	C	C	C	--
Art Gallery	P	P	P	P	P	P	D C
Bank/Credit Union	C	P	C	C	C	C	D--
Automated Teller Machine	P	P	P	P	P	P	D C
Entertainment (theater, live music, karaoke, comedy, etc.)	C	C	C	C	C	C	C
<u>Active Entertainment (virtual reality, escape rooms, etc.)</u>	<u>D*</u>	<u>D*</u>	<u>D*</u>	<u>D*</u>	<u>D*</u>	<u>D*</u>	<u>D*</u>
Similar retail/service use to those permitted above	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>
Office:							
Professional Office	P	P	P	P	P	P	D C
Medical/Dental Office	P	P	P	P	P	P	D C
Similar office use to those permitted above	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>
Lodging:							
Hotel/Bed and Breakfast Rooms	P	P	P	P	P	P	--
Conference/Meeting Room Space	P	P	P	P	P	P	--
Similar lodging use to those permitted above	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--
Public/Semi-Public:							
Government Office	P	P	P	P	P	P	D C
Day Care Center	P	P	P	P	C	P	D C
Church/Religious Institution	C	C	C	C	C	C	D C
Post Office	P	P	C	P	P	C	D C
School	C	C	C	C	C	C	D C
Recreation/Museum/Cultural	P	P	P	P	P	P	P
Similar public/semi-public use to those permitted above	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>
Residential:							
Detached Single-Family Unit	--	--	--	--	--	--	D P
Condominium/Apartment/Studio/Loft Units	P	P	P	P	P	P	P
Assisted living facility	C	C	C	C	C	C	--
Home occupation/Artist Studio/Home Office	P	P	P	P	P	P	P
Similar residential use to those permitted above	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>
Prohibited Uses:							
Outdoor storage on private property	--	--	--	--	--	--	--
Manufacturing/warehouse/light or heavy industrial	--	--	--	--	--	--	--
Hospital	--	--	--	--	--	--	--
Gas/service stations	--	--	--	--	--	--	--
Adult only/Sexually-oriented businesses	--	--	--	--	--	--	--
Check Cashing for a Fee/Cash Advance/Bail bonds	--	--	--	--	--	--	--
Pawn Shop	--	--	--	--	--	--	--
Key: P Permitted Use C Conditional Use Permit Required <u>D</u> Director's Review Required -- Prohibited Use P/C/D Permitted if similar to permitted uses in the District or <u>Director's Review required if similar to other uses that require a Director's Review in the District</u> or Conditional Use Permit <u>Required</u> if similar to other uses that require a Conditional Use Permit in the District * See text regarding alcohol sales							
BD: Boulevard District CD: Commerce District GD: Gateway District		TD: Transit District NO: Neighborhood Office District		CV: Civic Village District CA: Cedar Avenue Arts District			

OUTDOOR USES

Outdoor dining, merchandise displays, entertainers, temporary sidewalk/parking lot sales, and pushcart vendors may occur within the public sidewalk and on private outdoor spaces with the approval of an Outdoor Use Permit. The Planning Director has the authority to issue an Outdoor Use Permit if the following findings can be made.

- ◆ If located on a public sidewalk, the proposed use will maintain a minimum clear sidewalk path of at least five feet.
- ◆ The proposed use will not interfere with the ability of adjacent businesses, residents, or property owners to enjoy their property.
- ◆ If located on public property, the applicant has agreed to indemnify the City with an indemnification agreement satisfactory to the City Attorney. The applicant has also agreed to maintain liability insurance in the nature and amount satisfactory to the City Manager and City Attorney in order to protect the City from any potential claims that may arise from activity related to the use of public property. The policy shall name the City as an additional insured.
- ◆ The proposed use will not, under the circumstances of this particular case, be detrimental or injurious to property and improvements in the neighborhood, or to the general welfare of the City.

The Planning Director's decision to issue or deny an Outdoor Use Permit may be appealed to the Planning Commission.

NON-CONFORMING USES/BUILDINGS

Within Downtown Lancaster, there are uses and buildings that were lawfully established prior to the adoption of this Specific Plan. Many of these uses and buildings would not be allowed under the terms of this Specific Plan. As such, they are defined as non-conforming uses and buildings. Sections 17.32.830 thru 17.32.880 of the City of Lancaster Zoning Ordinance shall regulate non-conforming uses and buildings within Downtown Lancaster.

Commercial facade enhancements or renovations to legal non-conforming buildings shall be allowed if the enhancement or renovation does not enlarge the square footage of the building and the cost of the facade enhancement or renovation does not exceed 50% of the total replacement cost for the entire building or structure (as determined by the current building valuation guide sheet used by the Department of Building and Engineering Services to ascertain plan check and building permit fees). Projects that involve commercial facade enhancement or renovations to legal non-conforming buildings shall not be required to comply with the Development Specifications on Figure 5-10 through 5-17 since the non-conforming building was developed under different zoning regulations and standards. However, commercial facade enhancements or renovations shall be required to comply with the applicable facade Design Standards and Design Guidelines contained in Section 5-6 of this Specific Plan.

ALCOHOL USES

On-site alcohol sales -and off-site alcohol sales shall require approval of a ~~e~~Conditional ~~u~~Use ~~p~~Permit or a Director's Rreview ~~(for alcohol sales in conjunction with a Type 2 license issued by the State Alcoholic Beverage Control)~~ as provided in Chapter 17.42 of the Lancaster Municipal Code. On-site alcohol sales of beer and wine at a bona-fide restaurant shall require a Director's review. The separation distance requirements as contained in Chapter 17.42 shall not apply within the Downtown Lancaster Specific Plan.

100.050. USE AND PERMIT REQUIREMENTS

TABLE 2

ALLOWABLE LAND USES

LAND USE	ZONE					
	SA	CC	EC	WD	NM	NL
RETAIL/SERVICE						
Art gallery	P	P	P	P	C ¹	N/A
Automotive repair	N/A	D	D	D	N/A	N/A
Automotive sales and services	N/A	C	C	C	N/A	N/A
Bank/credit union	P	P	P	P	C ¹	N/A
Bar/nightclub/dance club ²	N/A	C	C	C	N/A	N/A
Car wash	N/A	C	C	C	N/A	N/A
Entertainment (theater, live music, karaoke, comedy, etc.) ²	D	D	D	D	N/A	N/A
Gas station ²	N/A	D	D	D	N/A	N/A
Grocery store/mini mart/neighborhood market ²	P	P	P	P	C ¹	N/A
Health and fitness services	D	D	D	D	C ¹	N/A
Personal services	P	P	P	P	C ¹	N/A
<i>Tobacco and e-cigarette sales</i>	D	D	D	D	N/A	N/A
<i>Tattoo/body piercing</i>	N/A	D	D	D	N/A	N/A
<i>Pawn shops, thrift stores, and consignment stores</i>	N/A	D	D	D	N/A	N/A
Restaurants/café/bakery/deli ²	P	P	P	P	C ¹	N/A
Retail store	P	P	P	P	C ¹	N/A
OFFICE/PROFESSIONAL						
Professional office	P	P	P	P	C ¹	N/A
Medical/dental office	P	P	P	P	C ¹	N/A
Light industrial uses	N/A	N/A	N/A	P	N/A	N/A
LODGING						
Bed and breakfast ²	D	P	N/A	D	N/A	N/A
Conference/meeting room space	D	P	D	D	N/A	N/A
Hotel/motel*	C	P	N/A	D	N/A	N/A
PUBLIC/SEMI-PUBLIC						
Church/religious institution	C	P	P	D	C	C
Colleges and universities	C	C	C	N/A	N/A	N/A
Community gardens	D	D	D	N/A	D	D
Expansion of parking lot for institutional uses	D	D	D	D	D	D
Government office	P	P	P	P	N/A	N/A
Parking lots as a transitional use	D	D	D	D	N/A	N/A
Post office	P	P	P	P	N/A	N/A
Private school, trade and vocational schools	C	P	P	P	N/A	N/A
Recreation/museum/cultural	D	P	P	P	N/A	N/A

ALLOWABLE LAND USES

TABLE 2

LAND USE	ZONE					
	SA	CC	EC	WD	NM	NL
MIXED-USE						
Home occupation/home artist studio/home office	P	P	N/A	N/A	P	P
Live/Work – residential component	P	P ³	N/A	N/A	D ¹	N/A
Live/Work – commercial component	P	P	N/A	N/A	D ¹	N/A
Mixed-Use – residential component	P	P ³	N/A	N/A	C ¹	N/A
Mixed-Use – commercial component	P	P	P	P	C ¹	N/A
RESIDENTIAL						
Assisted living facility/residential care facility	C	C	N/A	N/A	C	N/A
Caretaker unit	N/A	N/A	D	D	N/A	N/A
Carriage unit (studio) located above detached garage	N/A	N/A	N/A	N/A	P	P
Multi-family: 2, 3, 4 units, multi-family	P ⁴	P ^{3,4}	N/A	N/A	P ⁴	P ⁴
Rooming and boarding houses	C	N/A	N/A	N/A	C	N/A
Single-family house on individual lot	N/A	N/A	P ⁵	P ⁵	P ⁴	P ⁴
Single-room occupancy (SRO)	D	D	N/A	N/A	D	N/A
RESIDENTIAL ACCESSORY USES						
Accessory structures/buildings (gazebos, sheds, etc.)	P	P	N/A	N/A	P	P
Swimming pools and pool equipment	P	P	N/A	N/A	P	P
Accessory dwelling unit	N/A	N/A	N/A	N/A	P	D
Guest house	N/A	N/A	N/A	N/A	P	P
Garage conversion ⁶	N/A	N/A	N/A	N/A	P	P
Day care as residential accessory use	D	D	N/A	N/A	D	D
Daycare Center	D	D	N/A	N/A	D	D
Electric vehicle charging station (EVCS)	P	P	P	P	P	P
Non-commercial solar energy systems, including building and ground-mounted photo-voltaic (PV) panels	P	P	P	P	P	P
Non-commercial wind energy systems (NC-WES)	D	D	D	D	D	D
Vertical-axis wind turbines (VAWTs)	D	D	D	D	D	D

NOTE: Permitted uses for each zone are set forth in **Table 2**. All land uses are as defined in **Section 17.04.240** of the Lancaster Municipal Code.

P = permitted use
D = director's review
C = conditional use permit
N/A = not allowed

¹ Use allowed only along Milling Street between Date Avenue and Fern Avenue and along Beech Avenue between Oldfield Avenue and Avenue J.

² Alcohol uses require a conditional use permit

³ Use allowed only on an upper floor, or behind a groundfloor street-fronting use.

⁴ Limited to Building Types permitted in each Zone – see **Section 100.070**.

⁵ Existing residential may continue to be used as a permitted use provided that such uses not be expanded by a cumulative total of more than 500 square feet of floor area.

TABLE 2

ALLOWABLE LAND USES

LAND USE	ZONE					
	SA	CC	EC	WD	NM	NL
TEMPORARY USES						
Temporary agriculture on vacant parcel (Urban Farm)	C	C	C	C	N/A	N/A
Temporary mobilehome as residence during construction	N/A	N/A	N/A	N/A	N/A	D
Cargo containers	D	D	D	D	D	D
OTHER USES						
Automated banking, movie rental, food vending machines	P	P	P	P	N/A	N/A
Christmas tree lots	D	D	D	D	N/A	N/A
Front Yard Agriculture	N/A	N/A	N/A	N/A	D	D
Mini-storage	N/A	N/A	N/A	P	N/A	N/A
Outdoor sales and promotional activities	D	D	D	D	N/A	N/A
Outdoor storage on private property	N/A	N/A	N/A	P	N/A	N/A
Research and Development	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>D</u>	<u>N/A</u>
Wireless telecommunications facilities (stealth)	D	D	D	D	N/A	N/A
Converted cargo container	D	D	D	D	N/A	N/A
Similar uses to those permitted above as determined by the Director	<u>P/D/C</u>	<u>P/D/C</u>	<u>P/D/C</u>	<u>P/D/C</u>	<u>P/D/C</u>	<u>P/D/C</u>
PROHIBITED USES						
Adult only/sexually-oriented businesses						
Check cashing/payday loans/bail bonds						
Manufacturing/heavy industrial						

NOTE: Permitted uses for each zone are set forth in **Table 2**. All land uses are as defined in **Section 17.04.240** of the Lancaster Municipal Code.

P = permitted use
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N/A = not allowed

¹ Use allowed only along Milling Street between Date Avenue and Fern Avenue and along Beech Avenue between Oldfield Avenue and Avenue J.

² Alcohol uses require a conditional use permit

³ Use allowed only on an upper floor, or behind a groundfloor street-fronting use.

⁴ Limited to Building Types permitted in each Zone – see **Section 100.070**.

⁵ Existing residential may continue to be used as a permitted use provided that such uses not be expanded by a cumulative total of more than 500 square feet of floor area.

⁶ Relocated parking spaces for garage conversions must be located at rear of property per Section 100.060 and accessed from an alley.

Article IV. - Residential Subdivision Perimeter Treatment

16.20.220 - In general.

The perimeter of a residential subdivision shall be treated in accordance with the requirements of this article.

(Ord. 839 § 1 (Exh. A § 4), 2005; Ord. 661 § 1 (540.000), 1994)

16.20.230 - Treatment along arterials—Urban residential subdivisions.

Portions of an urban single-family subdivision that are adjacent to arterial streets shall be treated with a decorative wall and landscaping in accordance with the following:

A. Wall Design Standards.

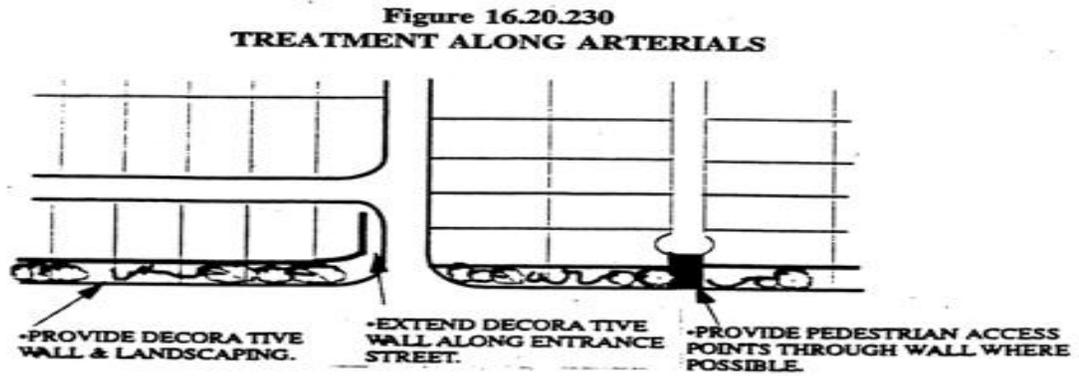
1. Perimeter walls shall be constructed of materials selected from the following list:
 - a. Adobe block;
 - b. Brick;
 - c. Decorative concrete block;
 - d. Pre-cast concrete;
 - e. Slump stone block;
 - f. Split face block;
 - g. Stucco on block;
 - h. Wrought iron in conjunction with other listed materials.
2. Perimeter walls shall exhibit such design features (including, but not limited to, pilasters, alcove planters, varying textures, special subdivision entries, or other similar treatments) as necessary to provide them with appropriate design relief and visual appeal.
3. Perimeter walls shall be not less than six feet high except as provided in Section 17.28.080C and be located within the [landscape maintenance district](#) easement boundary.
4. Subdivision perimeter wall location and design is subject to approval by the planning commission or the director of community development.

B. Landscaped [Maintenance District](#) Easement Design Standards.

1. When a straight wall design is utilized, a landscaped buffer shall be provided between the sidewalk and a subdivision perimeter wall (inclusive of the wall) at the following widths:
 - a. Arterial streets: ten (10) feet;
 - b. Local street: 6.5 feet.

The landscaped buffer/ [landscape maintenance district](#) easement shall be in addition to the required sidewalk (i.e., ten (10) feet of the landscaping and eight feet of sidewalk along an arterial street will normally require a total width of approximately eighteen (18) feet between the curb and a wall).

2. Along arterial streets the landscaped buffer may vary in depth from thirteen (13) feet to a minimum of seven feet where an undulating wall design is proposed as long as an average depth of ten (10) feet is maintained.
- C. The decorative wall shall be extended adjacent to subdivision entrance streets as shown in Figure 16.20.230.



(Ord. 839 § 1 (Exh. A § 5), 2005; Ord. 661 § 1 (540.010), 1994)

16.20.235 - Perimeter treatment along arterials for rural residential subdivisions.

Portions of a rural subdivision that are adjacent to arterial streets shall be treated with a decorative wall and landscaping in accordance with the following:

A. Wall Design Standards.

1. Perimeter walls shall be constructed of materials selected from the following list:
 - a. Adobe block;
 - b. Brick;
 - c. Decorative concrete block;
 - d. Pre-cast concrete;
 - e. Slump stone block;
 - f. Split face block;
 - g. Stucco on block;
 - h. Rock on block;
 - i. Stone on block; and
 - j. Wrought iron in conjunction with other listed materials.
2. Perimeter walls shall exhibit such design features (including, but not limited to, pilasters, alcove planters, varying textures, special subdivision entries, or other similar treatments) as necessary to provide them with appropriate design relief and visual appeal.
3. Perimeter walls shall be not less than six feet in height except as provided in Section 17.28.080(C) and shall be located within the [landscape maintenance district](#) easement boundary (See Section 16.20.235(B)(1)).
4. Subdivision perimeter wall location and design is subject to approval by the planning commission or the director of ~~development services~~[community development](#).
5. All solid portions of the wall shall be treated with an anti-graffiti coating.

B. Landscape [Maintenance District](#) ~~/Pathway~~/Easement Design Standards.

1. An eighteen (18)-foot wide [landscape maintenance district](#) easement for landscaping and multi-use pathway shall be provided between the arterial street, curb, and the subdivision perimeter wall (inclusive of the wall).
2. The eighteen (18)-foot wide [landscape maintenance district](#) easement shall be counted toward lot area for the underlying parcels.
3. Design Requirements.
 - a. The pathway shall be located within the eighteen (18)-foot [landscape maintenance district](#) easement area and shall generally be eight feet in width; the pathway may be reduced to a minimum width of six feet where design is constrained by utilities or other obstacles or meet the intent of a meandering sidewalk.

- b. The pathway shall be surfaced with decomposed granite, minimum four inches in depth and properly compacted. Weed barrier shall be installed underneath the pathway.
 - c. The sidewalk shall meander away from the curb once every three hundred (300) to four hundred (400) feet at these locations: the planter adjacent to the curb shall be approximately twenty (20) feet in length and five to seven feet in width.
 - d. Planters adjacent to the perimeter wall shall be a minimum width of five feet. A two-foot-high slough wall is required between the landscape area and the pathway to protect the pathway area.
 - e. A concrete spilt-rail fence is required between the sidewalk and pathway.
 - f. Decorative, low-level ambient lighting fixture shall be provided along the pathway per the direction of the director of ~~development services~~public works.
4. The landscape ~~maintenance district~~ pathway/_easement along the arterial shall extend adjacent to subdivision entrance streets a minimum of twenty (20) feet beyond the curb return for entry streets where lots side onto the street.

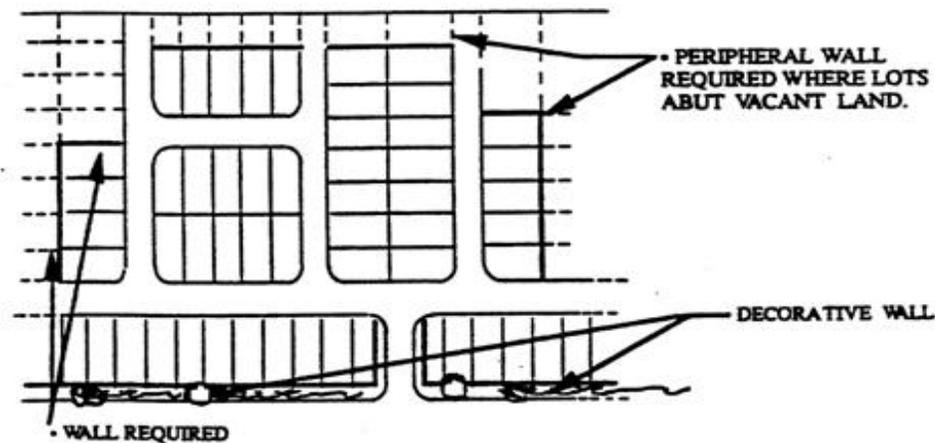
(Ord. 839 § 1 (Exh. A § 6), 2005)

16.20.240 - Phasing walls and treatment abutting vacant land.

Portions of an urban single-family subdivision where lots directly abut vacant land, as shown in Figure 16.20.240, shall be treated with a masonry wall constructed to a minimum city department of ~~development services~~ ~~public works~~ standard or equivalent. If the subdivision is developed in phases, a wall shall also be required around the perimeter of each phase. The intent of this requirement is to ensure that residential development immediately adjacent to vacant land is provided an adequate buffer. The planning commission or the director of ~~development services~~ ~~community development~~ shall have the discretion to waive the requirement for a block wall when there is already an adequate wall in existence at the location, to avoid the creation of double walls, or where it has been demonstrated that the abutting property will not be vacant for an extended period of time.

Where streets that will be continued in later phases are provided within a developed subdivision, such streets shall be barricaded in accordance with public works Standard Plan PW-5 or PW-6, to the satisfaction of the city engineer. Streets that dead-end at the tract boundary, adjacent to vacant land, shall be barricaded with a six-foot high wood fence with three type N-2 markers to the satisfaction of the city engineer.

Figure 16.20.240
PERIMETER WALL TREATMENT



(Ord. 754 § 1 (Attach. A § 17), 1999; Ord. 661 § 1 (540.020), 1994)

16.20.250 - Multiple-family subdivision perimeter treatment.

The perimeter of multiple-family subdivisions may be treated with a combination of landscaping, walls, decorative fences, or other techniques and may be required to annex into landscape maintenance districts as determined necessary by the planning commission.

(Ord. 661 § 1 (540.030), 1994)

Article V. - Commercial and Industrial Subdivision Perimeter Treatment

16.20.260 - In general.

The planning commission may require the perimeter of a commercial or industrial subdivision to be treated in order to provide aesthetic appearance or to provide buffering between the subdivision and potentially conflicting uses. Such perimeter treatment may consist of landscaping, walls, decorative fences, or other features; ~~however, the creation of publicly maintained landscape maintenance districts is discouraged.~~

[16.20.261 - Landscape maintenance district.](#)

- [1. All landscape maintenance district parkways/ easements shall comply with the following:](#)

 - [a. The City of Lancaster Landscape and Irrigation standards](#)
 - [b. The City's approved plants list](#)

- [2. It shall be the duty of property owners to provide for maintenance and replacement of wall located within the landscape maintenance district parkway/easement.](#)

(Ord. 661 § 1 (550.000), 1994)

Article VII. - Landscaping Improvements

16.24.250 - In general.

Landscaping shall be installed pursuant to the requirements of this article, and in accordance with the requirements of [Chapter 8.30 and Chapter 8.50](#)~~city Ordinance No. 629 (Chapter 15.48)~~.

(Ord. 661 § 1 (610.700), 1994)

16.24.260 - Perimeter landscaping.

Where landscaping is required along an arterial street pursuant to Section 16.20.230, such landscaping and irrigation shall be installed subject to the approval of the Director of -Development Services~~public works~~.

(Ord. 661 § 1 (610.710), 1994)

16.24.270 - Street side yard landscaping.

In an urban residential subdivision, the subdivider or developer shall install a landscaping and irrigation system in the six foot right-of-way strip along the street side yard between the front yard and rear lot line.

(Ord. 754 § 1 (Attach. A § 22), 1999; Ord. 661 § 1 (610.720), 1994)

16.24.280 - Landscape maintenance district.

All lots in a residential subdivision shall be annexed into the landscape maintenance district to ensure the long-term maintenance of perimeter landscaping by the city. The developer is to pay the annexation processing fee and the first year's assessment prior to the final map being considered for approval by the ~~D~~irector of Development Services~~public works~~.

1. All landscape maintenance district parkways/ easements shall comply with the following:
 - a. The City of Lancaster Landscape and Irrigation standards
 - b. The City's approved plants list
2. It shall be the duty of property owners to provide for maintenance and replacement of wall located within the landscape maintenance district parkway/easement.

(Ord. 754 § 1 (Attach. A § 23), 1999; Ord. 661 § 1 (610.730), 1994)

Chapter 8.50 - LANDSCAPING INSTALLATION AND MAINTENANCE

8.50.010 ~~-- Purpose and Intent Title.~~

(A) The purpose of this model ordinance is to:

~~This chapter shall be known and may be cited as the Lancaster Water Efficient Landscape Ordinance.~~

~~(Ord. _____ No. _____ 907, _____ § _____ 1, _____ 10-28-08)~~

~~8.50.020 Purpose and intent.~~

~~In accordance with the Water Conservation in Landscaping Act (Government Code Sections 65591 et. seq.) the purpose and intent of this ordinance is to:~~

~~A. Promote the values and benefits of landscaping while recognizing the need to utilize water and other resources as efficiently as possible.~~

~~B. Use water efficiently without waste by setting a maximum applied water allowance as an upper limit for water use and reduce water use to the lowest practical amount.~~

~~C. Establish a structure for planning, designing, installing, maintaining and managing water efficient landscapes in new construction and significantly renovated projects;~~

~~D. Promote water management practices and water waste prevention for existing landscapes;~~

~~E. Implement water conservation policies contained in the city's general plan.~~

~~(Ord. _____ No. _____ 907, _____ § _____ 1, _____ 10-28-08)~~

~~8.50.030 Definitions.~~

~~For the purpose of carrying out the intent of this chapter, the words, phrases and terms included herein have the meaning ascribed to them in this article.~~

~~"Application rate" means the volume of water applied to a given area, measured in inches per minute, inches per hour, or gallons per hour.~~

~~"Applied water" means the quantity of water supplied by the irrigation system to the landscape.~~

~~"Anti-drain valve" means a valve located under a sprinkler head to hold water in the system to prevent drainage from sprinkler heads when the system is off.~~

~~"Certificate of completion" means the document required under Section 8.50.052 and 8.50.059.~~

~~"Certified landscape irrigation auditor" means a person certified to perform landscape irrigation audits by a recognized professional trade organization or other educational organization.~~

~~"Certified irrigation designer" means a person certified to design irrigation systems by a professional trade organization or other educational organization.~~

~~"Check valve" means a "one-way" valve that prevents water from flowing backward through it. Spring loaded check valves are sometimes installed inside or at the inlet of sprinkler heads. The check prevents low head drainage.~~

~~"Common interest developments" means community apartment projects, condominium projects, planned developments and stock cooperatives per Civil Code Section 1353.8.~~

~~"Controller" means an automatic timing device used to remotely control valves or heads to set an irrigation schedule. A weather-based controller is a controller that uses evapotranspiration or weather data. A self-adjusting irrigation controller is a controller that uses sensor data (i.e., soil moisture sensor).~~

~~"Development proposal" shall mean an application for approval of a specific plan, subdivision, conditional use permit, site plan review, tentative tract map, parcel map or any other discretionary development permit or entitlement application which has been filed with and is pending consideration by the city.~~

~~"Drip irrigation" means any non-spray low volume irrigation system utilizing emission devices with a flow rate equal to or less than two gallons per hour.~~

~~"Ecological restoration project" means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.~~

~~"Effective precipitation" or "usable rainfall" means the portion of total precipitation that is used by the plants.~~

~~"Emitter" means a drip irrigation emission device that delivers water slowly from the system to the soil measured as gallons per hour.~~

~~"Established landscape" means the point at which plants in the landscape have developed significant roots growth into the soil. Typically, most plants are established after one or two years of growth.~~

~~"Estimated applied water use" means the portion of the estimated total water use that is derived from applied water, as described in the current city of Lancaster landscape and irrigation design standards.~~

~~"Estimated total water use" means the annual total amount of estimated water needed to keep the plants in the landscaped area healthy. It is based upon such factors as the local evapotranspiration rate, the size of the landscaped area, the types of plants and the efficiency of the irrigation system, as described in the current city of Lancaster landscape and irrigation standard.~~

~~"ET adjustment factor" means a factor that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to a target landscape. A combined plant mix with a site-wide average of 0.5 is the basis of the plant factor portion of this calculation.~~

~~"Evapotranspiration rate" means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specific time.~~

~~"Flow rate" means the rate at which water flows through pipes, valves, or emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.~~

~~"Hardscape" means any durable surface material (pervious and non-pervious). Hardscape shall be considered in the determination of the maximum applied water allowance and storm water runoff flows.~~

~~"Hydrozone" shall mean a portion of the landscaped area having plants with similar water needs that are served by a valve or set of valves with the same schedule. A hydrozone may be irrigated or non-irrigated. For example, a naturalized area planted with native vegetation that will not need supplemental irrigation once established is a non-irrigated hydrozone.~~

~~"Infiltration rate" means the rate of water entry into the soil expressed as a depth of water per unit of time (i.e., inches per hour).~~

~~"Irrigation efficiency" means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices.~~

~~"Landscape documentation package" means the documents required under Section 8.50.054.~~

~~"Landscape area" means all of the irrigated planting and turf areas, water features and up to ten (10) percent of the square footage of pervious non-irrigated planting areas in a landscape design plan subject to the maximum applied water allowance (MAWA) calculation. The ten (10) percent of non-irrigated planting area shall be added to the low water use hydrozone area, used in the landscape documentation package. The following is not included in the landscaped area: footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscape and other non-irrigated areas designated for non-development (i.e., open spaces). Excessive uses of impervious areas are discouraged as it will increase storm water runoff. Designated recreation areas and areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens are subject to the MAWA with an ET adjustment factor not to exceed 1.0.~~

~~"Landscape architect" means a person who holds a license to practice landscape architecture in the state under the authority of Government Code Section 5615 (Landscape Architects Practice Act).~~

~~"Landscape contractor" means a person licensed (i.e., C-27 license) by the state to construct, maintain, repair, install, or subcontract the development of landscape systems and facilities per Business and Professions Code, Section 7058 and 7059.~~

~~"Landscape irrigation audit" shall mean a process to perform site inspections, evaluate irrigation systems and develop efficient irrigation systems. At a minimum, the audit shall be in accordance with the California Landscape Water Management Program as described in the landscape irrigation auditor handbook, the entire document that is hereby incorporated by reference. (See landscape irrigation auditor handbook, Department of Water Resources, Water Conservation Office, 2004)~~

~~"Landscape project" means a project, for the purposes of this ordinance, meeting the requirements under Section 8.50.040.~~

~~"Low volume irrigation" means any irrigation system with a flow rate equal to or less than 0.75 inches per hour, including drip irrigation, subsurface drip, micro-sprinklers and similar irrigation systems.~~

~~"Low water use plant material" shall mean trees, shrubs and ground covers that survive with a limited amount of supplemental water, as recommended by the city of Lancaster plant list, or as identified in the most recent edition of the following publication: Sunset Western Garden Book, Sunset Books, Lane Publishing Co., Menlo Park, California.~~

~~"Maximum applied water allowance" means, for design purposes, the upper limit of annual applied water for the established landscaped area as specified in the current city of Lancaster landscape and irrigation design standards. It is based upon the area's reference evapotranspiration, the ET adjustment factor and the size of the landscaped area. The estimated applied water use shall not exceed the maximum applied water allowance.~~

~~"Mined land reclamation projects" means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.~~

~~"Mulch" means any organic material such as leaves, bark, straw or inorganic mineral materials, such as rocks, gravel and decomposed granite, left loose and applied to the soil surface for the beneficial purposes of reducing evaporation and suppressing weeds.~~

~~"Operating pressure" means the pressure at which an irrigation system is designed by the manufacturer to operate.~~

~~"Overspray" means the water that is delivered beyond the target area, wetting pavements, walks, structures, or other non-targeted areas.~~

~~"Plant factor" means a factor that, in combination with irrigation efficiency, when multiplied by reference evapotranspiration, estimates the amount of water used by plants. For purposes of this ordinance, the plant factor of low water use plants ranges from 0.0 to 0.3, the plant factor of moderate water use plants ranges from 0.4 to 0.6, and the plant factor of high water use plants ranges from 0.7 to 1.0.~~

~~"Precipitation rate" means the rate of rainfall measured in inches per hour.~~

~~"Project applicant" means the individual or entity submitting a landscape documentation package required under Section 8.50.054, to request a permit, plan check, or design review from the city. A project applicant may be the property owner or his/her designee.~~

~~"Rain sensor" or "rain sensing shutoff device" means a component that automatically suspends the irrigation event when it rains.~~

~~"Recreational area" means portions of parks, playgrounds, sports fields, golf course, or schoolyards in public and private projects where turf provides a playing surface or serves other high use recreational purposes.~~

~~"Recycled water or reclaimed water" means treated or recycled waste water of a quality suitable for nonpotable uses such as landscape irrigation and water features. This water is not intended for human consumption.~~

~~"Reference evapotranspiration" or "ETo" means a standard measurement of environmental parameters that affect the water use of plants. ETo is given in inches per day, month, or year, and is an estimate of the evapotranspiration of a large field of four to seven inch tall, cool season turf that is well-watered. Reference evapotranspiration is used as the basis of determining the maximum applied water allowances so that regional differences in climate can be accommodated.~~

~~"Rehabilitated landscapes" means any modification to existing landscaping that requires a permit, plan check, or design review and meets the requirements of Section 8.50.040.~~

~~"Runoff" means water that is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope. Grading and landscape shall be designed to minimize runoff.~~

~~"Soil moisture sensor or sensing device" means a device that measures the amount of water in the soil.~~

~~"Soil texture" means the classification of soil based on its percentage of sand, silt and clay.~~

~~"Sprinkler head" means a device that delivers water through a nozzle.~~

~~"Static water pressure" means the pipeline or municipal water supply pressure when water is not flowing or at rest.~~

~~"Station" means an area served by one valve or by a set of valves that operate simultaneously.~~

~~"Turf" means a groundcover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, perennial ryegrass, red fescue and tall fescue are common cool-season grasses. Bermuda grass, kikyu grass, seashore paspalum, St. Augustine grass, zoysia grass and Buffalo grass are common warm season grasses.~~

~~"Valve" means a device used to control the flow of water in the irrigation system. It may also mean all of the sprinklers or emitters in a line controlled by the valve.~~

~~"Water use efficiency statement" means a narrative summary of the water use efficiency practices to be applied in a landscape project.~~

~~"Water conserving plant species" means a plant species identified as using less water than plants in the same water use category.~~

~~"Water efficient landscape worksheet" means the document described in the current city of Lancaster landscape and irrigation design standards.~~

~~(Ord. _____ No. 907, _____ § _____ 1, _____ 10-28-08)
8.50.040 Applicability.~~

~~A. — Except as provided in subparagraph B herein below, this chapter shall apply to the following:~~

~~(1) — All new construction and rehabilitated landscaping for public agency and private development projects with a landscape area equal to or greater than two thousand five hundred (2,500) square feet; therefore requiring a permit, plan check, and/or design review;~~

~~(2) — New construction and rehabilitated landscapes which are developer installed in single family and multi-family residential projects with a landscape area equal to or greater than two thousand five hundred (2,500) square feet requiring a permit, plan check, and/or design review;~~

~~(3) — New construction and rehabilitated landscapes which are homeowner-provided and/or homeowner-hired landscaping in single-family and multi-family residential projects with a landscape area equal to or greater than two thousand five hundred (2,500) square feet, therefore requiring a permit, plan check, and/or design review;~~

~~(4) — Existing landscapes with a landscape area equal to or greater than two thousand five hundred (2,500) square feet are limited to Sections 8.50.070 and 8.50.081;~~

~~(5) — Cemeteries. Recognizing the special landscape management needs of cemeteries, new cemeteries are limited to completing the water efficient landscape worksheet and the landscape and irrigation maintenance schedules found in the city of Lancaster landscape and irrigation design standards and to meeting the requirements of Sections 8.50.061 and 8.50.062. Existing cemeteries are limited to the~~

~~provisions of Section 8.50.071. Where recycled water is reasonably available, as determined by the director of public works, all cemeteries shall use recycled water for landscape irrigation purposes;~~

~~(6) All existing improved properties that are purchased by the city under the home foreclosure program for resale as low/moderate income homes.~~

~~B. This section shall not apply to:~~

~~(1) Registered historical sites;~~

~~(2) Ecological restoration projects that do not require permanent irrigation systems;~~

~~(3) Mined land reclamation projects that do not require a permanent irrigation system;~~

~~(4) Any project with a landscaped area less than two thousand five hundred (2,500) square feet;~~

~~(5) Any project whose landscaping and water features is supplied solely from recycled water systems;~~

~~(6) Homeowner provided and homeowner hired landscaping at single family and multi family residential projects less than two thousand five hundred (2,500) square feet.~~

~~C. Required Approval for Projects. No development proposal shall be approved unless the person or entity authorized to grant approval therefore finds that the project satisfies the criteria set forth in the provisions of this chapter.~~

~~D. Processing Procedures and Submittal Requirements. As a condition of approval for any development proposal, the applicant shall submit landscape plans meeting the requirements listed below to the planning department for review.~~

~~E. Residential Landscaping. As a condition of approval for any residential development proposal, the applicant shall submit landscape plans for all areas other than footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscape and other approved non-irrigated areas designated for non-development (i.e., open spaces); including front, rear and side yards.~~

~~(Ord. No. 928, § 1, 7-28-09; Ord. No. 907, § 1, 10-28-08)
8.50.050 Provisions for new construction or rehabilitated landscapes.~~

~~Landscape projects subject to Section 8.50.040 are also subject to all of the provisions set forth in the provisions of this chapter unless explicitly exempted, and shall meet the city of Lancaster landscape and irrigation design standards which shall be adopted by separate resolution of the city council.~~

~~(Ord. No. 907, § 1, 10-28-08)
8.50.051 Compliance with landscape documentation package.~~

~~Prior to construction, the project applicant shall submit a landscape documentation package to the city public works department that meets all the criteria and specifications of this chapter. The specific format of the documentation package shall comply with the city of Lancaster landscape and irrigation design standards.~~

~~(Ord. No. 907, § 1, 10-28-08)
8.50.052 Compliance with the certificate of completion.~~

~~A. The project applicant shall:~~

~~(1) Prior to backfilling, have a licensed landscape architect, certified irrigation auditor, or licensed landscape contractor conduct a preliminary field observation of the irrigation system;~~

~~(2) Upon project installation, have a licensed landscape architect or licensed landscape contractor conduct a final field observation for the approval of the certificate;~~

~~(3) Upon project installation, have a certified irrigation auditor conduct a landscape irrigation audit as required under Section 8.50.062;~~

~~(4) Submit the signed certificate of completion to the city for approval;~~

~~(5) Receive the certificate of occupancy or equivalent from the city;~~

~~(6) Submit copies of the approved certificate of completion to the local retail water purveyor and the property owner or his/her designee.~~

~~B. The city will:~~

- ~~(1) Receive the signed certificate of completion from the project applicant;~~
- ~~(2) Conduct a field inspection of the project;~~
- ~~(3) Approve the certificate of completion;~~
- ~~(4) Issue a certificate of occupancy, or equivalent, to the project applicant.~~

~~(Ord. _____ No. _____ 907, _____ § _____ 1, _____ 10-28-08)~~

~~8.50.053 – Waivers and variances.~~

~~The director of public works may administratively waive or modify one or more requirements of the ordinance when unusual difficulties make their strict application impossible or impracticable, and upon determination that the waiver or variance is consistent with the purpose and intent of this chapter.~~

~~(Ord. _____ No. _____ 907, _____ § _____ 1, _____ 10-28-08)~~

~~8.50.054 – Landscape documentation package.~~

~~The landscape documentation package shall include those documents contained within the current city of Lancaster landscape and irrigation design standards.~~

~~(Ord. _____ No. _____ 907, _____ § _____ 1, _____ 10-28-08)~~

~~8.50.055 – Soil management plan.~~

~~A soil management plan that addresses the soil attributes of the project site shall include a laboratory soil analysis and an on-site assessment with a statement of recommendations by a qualified soil specialist. A soil management plan meeting the following criteria shall be submitted as part of the landscape documentation package:~~

~~A. A laboratory soil analysis of soil samples from the project site, prior to installation, that evaluates physical and chemical properties shall be required. At a minimum, the soil analysis report shall include:~~

- ~~(1) Soil texture (percent clay, silt, sand), indicating the percentage of organic matter;~~
- ~~(2) Approximate soil infiltration rate (either measured or derived from the soil texture infiltration rate tables). A range of infiltration rates shall be noted where appropriate;~~
- ~~(3) pH;~~
- ~~(4) Total soluble salts;~~
- ~~(5) Other soil physical or chemical properties relevant to improving water use efficiency and maintaining plant health (e.g., conductivity, nitrogen, phosphorus, potassium, calcium, magnesium, sodium, sulfur, etc.);~~

~~B. A laboratory soil analysis may be excluded if a qualified soil specialist or scientist provides a certified statement addressing reasons for not completing such a soil analysis;~~

~~C. Prior to installation, an on-site soil assessment by a qualified soil specialist that identifies soil attributes or conditions that may minimize water use efficiency or limit plant growth shall be required. The on-site soil assessment shall:~~

- ~~(1) Identify planting or turf areas that may need amendment;~~
- ~~(2) Provide a statement of recommendations to correct or improve soil conditions (i.e., applying organic compost as a soil amendment in planting and turf areas);~~
- ~~(3) Conduct a further analysis of soil conditions (i.e., soil profile, hardpan, bulk density, soil toxicity, salinity, etc.), where applicable;~~

~~D. A project applicant shall implement the recommendations from the on-site soil assessment and apply any relevant information from the on-site soil assessment to the design plans.~~

~~(Ord. _____ No. _____ 907, _____ § _____ 1, _____ 10-28-08)~~

~~8.50.056 – Landscape design plan.~~

~~For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the following design criteria and specifications and the city of Lancaster landscape and irrigation design standards shall be submitted as part of the landscape documentation package:~~

~~A. Criteria.~~

~~(1) — Plant Material.~~

~~a. — Plant material shall be selected from the city of Lancaster approved plant list or other approved source for the landscape, providing the estimated applied water use recommended for the project site does not exceed the maximum applied water allowance.~~

~~b. — A landscape design plan for projects in fire prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required per California Public Resources Code 4291 (a) and (b). Fire prone plant materials and mulches are to be avoided.~~

~~c. — Invasive species of plants shall be prohibited near parks, buffers, greenbelts, water bodies and open spaces and are generally discouraged for landscape use.~~

~~d. — The architectural guidelines of a common interest development, which includes community apartment projects, condominium projects, planned developments and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low water use plants as a group.~~

~~(2) — Turf.~~

~~a. — Turf is prohibited in commercial and industrial development proposals except where approved as a recreational area.~~

~~b. — Turf is not to exceed 30% of the landscape areas in residential development proposals.~~

~~(3) — Water Features.~~

~~a. — Re-circulating water shall be used for decorative water features.~~

~~b. — Where available, recycled water shall be used as the source for decorative water features.~~

~~c. — Surface area of a water feature shall be included in the maximum applied water allowance (MAWA) calculation. The evaporation rate for all water features shall be equivalent to the evapotranspiration rate of a high water use plant.~~

~~d. — Pool and spa covers are required.~~

~~(Ord. _____ No. _____ 907, _____ § _____ 1, _____ 10-28-08)~~

~~8.50.057 — Irrigation design plan.~~

~~For the efficient use of water, the irrigation system shall be carefully designed and planned for the intended function of the project. The irrigation system and its related components shall be planned and designed to allow for proper installation, management and maintenance. The irrigation system design plan meeting the following design criteria and specifications and the city of Lancaster landscape and irrigation design standards shall be submitted as part of the landscape documentation package.~~

~~A. — Criteria.~~

~~(1) — System.~~

~~a. — Dedicated (separate) landscape water meters shall be installed for all projects where the total landscape area exceeds five thousand (5,000) square feet.~~

~~b. — Weather based irrigation controllers, soil moisture based controllers, or other self adjusting irrigation controllers, shall be required for all irrigation systems. The controller must be able to accommodate all aspects of the landscape and irrigation design plans.~~

~~c. — All irrigation systems shall be designed to avoid excessive pressure. Water pressure regulators are required on all landscape projects. Static water pressure, dynamic or operating pressure and flow reading of the water supply shall be measured at the time of day the system will operate. These pressure and flow measurements shall be conducted at the design phase, if available, or prior to installation, if not available at the design phase.~~

~~d. — If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure regulators, or booster pumps, other devices shall be installed to meet the required dynamic pressure of the irrigation system.~~

~~e.—Sensors (e.g., rain, freeze, wind, etc.), either integral or auxiliary, that suspend irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions.~~

~~f.—High-flow check valves, or other technology to interrupt operation in high flow conditions created by irrigation system damage or malfunction, shall be required.~~

~~g.—The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.~~

~~h.—Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.~~

~~i.—The design of the irrigation system shall conform to the hydrozones of the landscape design plan.~~

~~(Ord. _____ No. _____ 907, _____ § _____ 1, _____ 10-28-08)~~

~~8.50.058 – Grading design plan.~~

~~For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff and water waste. A grading design plan meeting the following design criteria and specifications and the city of Lancaster landscape and irrigation design standards shall be submitted as part of the landscape documentation package.~~

~~A.—Criteria~~

~~(1)—All projects where the total landscape area exceeds five thousand (5,000) square feet shall be designed to capture on property run-off for a 10-year rain event through the use of earth berms, drainage swales, subsurface storage, or other approved methodology. Exceptions maybe granted for design features such as driveways, sidewalks and other features from which it is impractical to capture storm water flow.~~

~~(2)—Grading of a project site shall avoid disturbing natural drainage patterns and avoid soil compaction in landscape areas.~~

~~(Ord. _____ No. _____ 907, _____ § _____ 1, _____ 10-28-08)~~

~~8.50.059 – Certificate of completion.~~

~~A.—The project applicant shall comply with the certificate of completion as specified under Section 8.50.052. See the city of Lancaster landscape and irrigation design standards for a sample of a certificate of completion.~~

~~B.—The certificate shall specifically indicate that:~~

~~(1)—Plants were installed as specified;~~

~~(2)—The irrigation system was installed as designed;~~

~~(3)—An irrigation audit has been performed;~~

~~(4)—Other criteria of this chapter have been met along with a list of any observed deficiencies.~~

~~C.—The following shall be submitted with the certificate of completion:~~

~~(1)—Irrigation schedule, see Section 8.50.060;~~

~~(2)—Landscape and irrigation maintenance schedule, see Section 8.50.061(C);~~

~~(3)—Landscape irrigation audit schedule, see 8.50.062;~~

~~(4) _____ Irrigation _____ audit _____ report.~~

~~8.50.060 – Irrigation scheduling.~~

~~For the efficient use of water, all irrigation schedules shall be developed, managed and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules meeting the city of Lancaster landscape and irrigation design standards and the following requirements shall be submitted with the certificate of completion:~~

~~A.—Irrigation scheduling shall incorporate the use of evapotranspiration data such as those from the California Irrigation Management Information System (CIMIS) weather stations or other validated weather data or soil moisture monitoring systems to apply the appropriate levels of water for different~~

climates. See CIMIS data for Lancaster area in the city of Lancaster landscape and irrigation design standards; and

~~B. Where automated irrigation systems are installed, irrigation shall be scheduled between ten (10) p.m. and ten (10) a.m. between May 1 and October 31. If allowable hours of irrigation differ from the local retail purveyor, the stricter of the two shall apply. Hand watering of landscape areas is permissible where an automated system is not installed.~~

~~(Ord. _____ No. _____ 907, _____ § _____ 1, _____ 10-28-08)~~

~~8.50.061 – Landscape and irrigation maintenance schedule.~~

~~A. Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the certificate of completion. Maintenance schedules developed for new landscapes shall clearly indicate irrigation controller timing adjustment and inspection after the landscape establishment period.~~

~~B. A regular maintenance schedule shall include, but not be limited to, routine inspection, adjustment and repair of the irrigation system and its components; conducting water audits; prescribing the amount of water applied per landscaped acre; aerating and dethatching turf areas; replenishing mulch; fertilizing; and pruning and weeding in all landscape areas.~~

~~C. Repair of all irrigation equipment shall be done with the originally specified components or their equivalents.~~

~~D. A project applicant is encouraged to implement sustainable or environmentally friendly practices for overall landscape maintenance.~~

~~(Ord. _____ No. _____ 907, _____ § _____ 1, _____ 10-28-08)~~

~~8.50.062 – Irrigation audits and audit schedules.~~

~~8.50.063 – Irrigation efficiency.~~

~~For the purpose of determining the maximum applied water allowance, an irrigation efficiency is assumed. Irrigation systems shall be designed, maintained and managed to meet or exceed the design irrigation efficiency.~~

~~(Ord. _____ No. _____ 907, _____ § _____ 1, _____ 10-28-08)~~

~~8.50.064 – Recycled water.~~

~~A. The installation of recycled water irrigation systems (i.e., dual distribution systems) shall be required to allow for the current and future use of recycled water, unless a written exemption has been granted as described in this section.~~

~~B. Irrigation systems shall make use of recycled water unless a written exemption has been granted by the city, stating that recycled water meeting all public health codes and standards is not available and will not be available in the foreseeable future.~~

~~C. All recycled water irrigation systems shall be designed and operated in accordance with all city and state codes.~~

~~D. If the irrigation water (recycled water or blended water) has electrical conductivity equal to or greater than three deci-Seimens per meter (dS/m) or three milli-mhos per centimeter (mmh/cm) or two thousand mg per liter total dissolved solids (TDS), a leaching fraction of up to ten (10) percent may be included in the MAWA calculation. The leaching fraction shall not exceed ten (10) percent of MAWA.~~

~~E. For more information on recycled water, see the University of California Agriculture and Natural Resources "landscape plant salt tolerance selection guide for recycled water irrigation (2005)," the entire document, which is hereby incorporated by reference.~~

~~F. Recycled water used in landscaping and water features shall be exempted from water budget calculation requirements.~~

~~(Ord. _____ No. _____ 907, _____ § _____ 1, _____ 10-28-08)~~

~~8.50.065 – Public education.~~

~~A.— Publications. The city of Lancaster will provide information to owners of new, single family residential homes regarding the design, installation, management and maintenance of water efficient landscapes.~~

~~B.— Model Homes.~~

~~(1)— All model homes shall be landscaped to demonstrate, via signs and information, the principles of water efficient landscapes described in this ordinance.~~

~~(2)— Signs shall be used to identify the model as an example of a water efficient landscape and featuring elements such as hydrozones, water efficient irrigation equipment and other elements, which contribute to the overall water efficient theme.~~

~~(3)— Information shall be provided to prospective homeowners about designing, installing and maintaining water efficient landscapes. The information provided should also include potential cost savings associated with water conservation techniques.~~

~~(Ord. No. 907, § 1, 10-28-08)~~

~~8.50.070— Provisions for existing landscapes—Landscape irrigation audits.~~

~~For existing landscapes installed before January 1, 2010, the following shall apply:~~

~~A.— At a minimum, all landscape irrigation audits shall be in accordance with the "irrigation association certified landscape irrigation auditor training manual (2004)".~~

~~B.— All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.~~

~~C.— For existing landscapes equal to or greater than one acre (forty three thousand five hundred sixty (43,560) square feet), the property owner or his/her designee of the landscape project shall fulfill the following requirements for landscape irrigation audits:~~

~~(1)— Submit a landscape irrigation audit report every five years to the city; and~~

~~(2)— Implement the water management and maintenance recommendations from the landscape irrigation audit report.~~

~~D.— For existing landscapes equal to or greater than two thousand five hundred (2,500) square feet, the city will fulfill the following irrigation audit requirements:~~

~~(1)— Annually survey and compare customer's landscape water use to local reference evapotranspiration and identify customers whose landscapes exceed eighty (80) percent of local reference evapotranspiration for at least one year, to the extent that customer water use information is available to the city; and~~

~~(2)— Annually conduct landscape irrigation audits on a minimum of twenty (20) percent of the total customer landscapes identified in the paragraph above.~~

~~a.— The city will obtain permission from the property owner or his/her designee to access the property for the purposes of conducting a landscape irrigation audit.~~

~~b.— The property owner or his/her designee shall pay the city cost of conducting the landscape irrigation audit.~~

~~c.— The city shall make a good faith effort to obtain necessary water use information from the local retail water purveyor.~~

~~(Ord. No. 928, § 1, 7-28-09)~~

~~8.50.080— Effective precipitation.~~

~~The city does not have enough reliable annual precipitation to include in water budget formulae; consequently this portion of the formula has been eliminated.~~

~~(Ord. No. 907, § 1, 10-28-08)~~

~~8.50.081— Water waste prevention.~~

~~Water waste resulting from inefficient landscape irrigation, such as runoff, low head drainage, overspray, etc., is prohibited. Similar conditions where water flows onto non targeted areas, such as adjacent property, non irrigated areas, hardscapes, roadways, or structures are also prohibited. Penalties for violation of these prohibitions shall be subject to city policy and procedure.~~

~~(Ord. No. 907, § 1, 10-28-08)~~

~~8.50.082 – Penalties for project applicants.~~

~~The city may administer penalties to the project applicant for non-compliance with the ordinance, including, but not limited to:~~

- ~~A. Deny certificate of occupancy or equivalent until the certificate of completion has been submitted, reviewed and approved by the city;~~
- ~~B. Issue warning letters or citations;~~
- ~~C. Impose and collect monetary penalties or fines;~~
- ~~D. Administer an appeals process or equivalent;~~
- ~~E. Terminate water service.~~

~~(Ord. No. 907, § 1, 10-28-08)~~ (1) Promote the values and benefits of landscaping practices that integrate and go beyond the conservation and efficient use of water;

(2) Establish a structure for planning, designing, installing, maintaining and managing water efficient landscapes in new construction and rehabilitated projects by encouraging the use of a watershed approach that requires cross-sector collaboration of industry, government and property owners to achieve the many benefits possible;

(3) Establish provisions for water management practices and water waste prevention for existing landscapes;

(4) Use water efficiently without waste by setting an estimated total water use as an upper limit for water use and reduce water use to the lowest practical amount.

(B) Landscapes that are planned, designed, installed, managed and maintained with the watershed based approach can improve California’s environmental conditions and provide benefits and realize sustainability goals. Such landscapes will make the urban environment resilient in the face of climatic extremes. Consistent with the legislative findings and purpose of the ordinance, conditions in the urban setting will be improved by:

(1) Creating the conditions to support life in the soil by reducing compaction, incorporating organic matter that increases water retention, and promoting productive plant growth that leads to more carbon storage, oxygen production, shade habitat and aesthetic benefits.

(2) Minimizing energy use by reducing irrigation water requirements, reducing reliance on petroleum based fertilizers and pesticides, and planting climate appropriate shade trees in urban areas.

(3) Conserving water by capturing and reusing rainwater and graywater wherever possible and selecting climate appropriate plants that need minimal supplemental water after establishment.

(4) Protecting air and water quality by reducing power equipment use and landfill disposal trips, selecting recycled and locally sourced materials, and using compost, mulch and efficient irrigation equipment to prevent erosion.

- (5) Protecting existing habitat and creating new habitat by choosing local native plants, climate adapted nonnatives and avoiding invasive plants. Utilizing integrated pest management with least toxic methods as the first course of action.

8.50.020 – Definitions

The terms used in this chapter have the meaning set forth below:

“Application rate” means the depth of water applied to a given area, measured in inches per minute, inches per hour, or gallons per hour.

“Applied water” means the portion of water supplied by the irrigation system to the landscape.

“Automatic irrigation controller” means a timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.

“Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

“Certificate of completion” means the document required under Lancaster Municipal Code 8.50.120

“Certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the U.S. Environmental Protection Agency’s WaterSense Irrigation Designer Certification Program and Irrigation Association’s Certified Irrigation Designer Program.

“Certified landscape irrigation auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the U.S. Environmental Protection Agency’s WaterSense Irrigation Auditor Certification Program and Irrigation Association’s Certified Landscape Irrigation Auditor Program.

“Check valve” or “anti-drain valve” means a valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

“Common interest developments” means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351.

“Compost” means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

“Controller” means an automatic timing device used to remotely control valves or heads to set an irrigation schedule. A weather-based controller is a controller that used evapotranspiration or weather data. A self-adjusting irrigation controller is a controller that uses sensor data i.e., soil moisture sensor.

“Conversion factor (0.62)” means the number that converts acre-inches per acre per year to gallons per square foot per year.

“Development proposal” means an application for approval of a specific plan, subdivision, conditional use permit, site plan review, tentative tract map, parcel map or any other discretionary development permit or entitlement application which has been filed with and is pending consideration by the City.

“Distribution uniformity” means the measure of the uniformity of irrigation water over a defined area.
“Drip irrigation” means any nonspray low volume irrigation system utilizing emission devices with a flow rate (equal to or less than two gallons per hour) measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

“Effective precipitation” or “usable rainfall” (EPPT) means the portion of total precipitation which becomes available for plant growth.

“Emitter” means a drip irrigation emission device that delivers water slowly from the system to the soil.

“Established landscape” means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

“Established period of the plants” means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years for establishment.

“Estimated total water use” (ETWU) means the total water used for the landscape as described in the Lancaster Municipal Code 8.50.070.

“ET adjustment factor” (ETAF) means a factor of 0.55 for residential areas and 0.45 for nonresidential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (nonrehabilitated) special landscape areas shall not exceed 1.0. The ETAF for existing nonrehabilitated landscapes is 0.8.

“Evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

“Flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

“Flow sensor” means an inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or sub-meter.

“Friable” means a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

“Fuel modification plan guide” means guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in fire hazard severity zone.

“Graywater” means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthy bodily wastes, and does not present a threat from contamination by unhealthy processing, manufacturing, or operating wastes. Graywater includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12

“Hardscapes” means any durable material (pervious and nonpervious).

“Hydrozone” means a portion of the landscaped area having plants with similar water needs that are served by a valve or set of valves with the same schedule and rooting depth. A hydrozone may be irrigated or nonirrigated. For example, a naturalized area planted with native vegetation that will not need supplemental irrigation once established is a nonirrigated hydrozone.

“Infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

“Invasive plant species” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by County agricultural agencies as noxious species. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

“Irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a certified landscape irrigation auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association’s landscape irrigation auditor certification program or other U.S. Environmental Protection Agency “WaterSense” labeled auditing program.

“Irrigation efficiency” (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this chapter are 0.75 for overhead spray devices and 0.81 for drip systems.

“Irrigation survey” means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.

“Irrigation water use analysis” means a review of water use data based on meter readings and billing data.

“Landscape architect” means a person who holds a license to practice landscape architecture in the State of California Business and Professions Code Section 5615.

“Landscape area” means all the irrigated planting areas, turf areas, and water features and up to 10 percent of the square footage of pervious nonirrigated planting areas in a landscape design plan subject to the maximum applied water allowance (MAWA) calculation. The 10 percent of nonirrigated planting area shall be added to the low water use hydrozone area, used in the landscape documentation package. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or nonpervious hardscapes, and other nonirrigated areas designated for nondevelopment (e.g., open spaces and existing native vegetation). Designated recreation areas and areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens are subject to the MAWA with an ET adjustment factor not to exceed 1.0.

“Landscape contractor” means a person licensed (i.e., C-27) by the State of California to construct, maintain, repair, install, or subcontract the development of landscape systems and facilities per Business and Professional Code Sections 7058 and 7059.

“Landscape document package” means the documents required under the Lancaster Municipal Code 8.50.060.

“Landscape irrigation audit” shall mean a process to perform site inspection, evaluate irrigation systems, and develop efficient irrigation systems. At a minimum, the audit shall be in accordance with the California landscape water management program as described in the Landscape Irrigation Auditor Handbook, the entire document that is hereby incorporated by reference. (See Landscape Irrigation Auditor Handbook, Department of Water Resources, Water Conservation Office, 2004.)

“Landscape project” means total area of landscape in a project as defined in “landscape area” for the purposes of this chapter, meeting requirements under Section 8.50.030.

“Landscape water meter” means an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.

“Lateral line” means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

“Local agency” means a city or county, including a charter city or charter county, that is responsible for adopting and implementing the ordinance. The local agency is also responsible for the enforcement of this chapter, including, but not limited to, approval of a permit and plan check or design review of a project.

“Local water purveyor” means any entity, including a public agency, city, county or private water company, that provides retail water service.

“Low volume irrigation” means the application of irrigation water at low pressure through a system of tubing or lateral lines and low volume emitters such as drip, drip lines, and bubblers. Low volume

irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants. Any irrigation system with a flow rate equal to or less than 0.75 inches per hour, including drip irrigation, subsurface drip, micro-sprinklers and similar irrigation types.

“Main line” means the pressurized pipeline that delivers water from the water source to the valve or outlet.

“Master shut-off valve” is an automatic valve installed at the irrigation supply point which controls water flow into the irrigation system. When this valve is closed, water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.

“Maximum applied water allowance” (MAWA) means for design purposes the upper limit of annual applied water for the established landscaped area as specified in the Lancaster Municipal Code 8.50.070. It is based upon the area’s reference evapotranspiration, the ET adjustment factor, and the size of the landscape area. The estimated total water use shall not exceed the maximum applied water allowance. Special landscape areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water, are subject to the MAWA with an ETAF not to exceed 1.0. MAWA = (ETo) (0.62) [(ETAF x LA) + (1-ETAF) x SLA].

“Median” is an area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.

“Microclimate” means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

“Mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

“Mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperatures, and preventing soil erosion.

“New construction” means, for the purpose of this chapter, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

“Nonresidential landscape” means landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.

“Operating pressure” means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

“Overhead sprinkler irrigation systems” means systems that deliver water through the air (e.g., spray heads and rotors).

“Overspray” means the irrigation water which is delivered beyond the target area, wetting pavements, walks, structures, or other nontargeted areas.

“Permit” means an authorizing document issued by local agencies for new construction or rehabilitated landscapes.

“Pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

“Plant factor” or “plant water use factor” is a factor that, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this chapter, the plant factor range for very low water use plants is 0 to 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this chapter are derived from the publication “Water Use Classification of Landscape Species.” Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

“Precipitation rate” means the rate of application of water measured in inches per hour.

“Project applicant” means the individual or entity submitting a landscape documentation package required under Section 8.50.060 to request a permit, plan check, or design review from the City. A project applicant may be the property owner or his or her designee.

“Rain sensor” or “rain sensing shut-off device” means a component which automatically suspends an irrigation event when it rains.

“Record drawing” or “as-builts” means a set of reproductive drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.

“Recreation area” means areas, excluding private single-family residential areas, designated for active play, recreation or public assembly in parks, sports fields, picnic grounds, amphitheaters or golf course tees, fairways, roughs, surrounds and greens.

“Recycled water,” “reclaimed water,” or “treated sewage effluent water” means treated or recycled wastewater of a quality suitable for nonpotable uses such as landscape irrigation and water features. This water is not intended for human consumption.

“Reference evapotranspiration” or “ETo” means a standard measurement of environmental parameters which affect the water use of plants. ETo is expressed in inches per day, month, or year as represented in Section 8.50.260, and is an estimate of the evapotranspiration of a large field of four-to-seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the maximum applied water allowance so that regional differences in climate can be accommodated.

“Regional water efficient landscape ordinance” means a local ordinance adopted by two or more local agencies, water suppliers and other stakeholders for implementing a consistent set of landscape provisions throughout a geographical region. Regional ordinances are strongly encouraged to provide a consistent framework for the landscape industry and applicants to adhere to.

“Rehabilitated landscape” means any modification to existing relandscaping project that requires a permit, plan check, or design review, meets the requirements of section 8.50.030, and the modified landscape area is equal to or greater than 2,500 square feet.

“Residential landscape” means landscapes surrounding single or multifamily homes.

“Runoff” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

“Soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

“Soil texture” means the classification of soil based on its percentage of sand, silt, and clay.

“Special landscape area” (SLA) means an area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.

“Sprinkler head” means a device which delivers water through a nozzle.

“Static water pressure” means the pipeline or municipal water supply pressure when water is not flowing.

“Station” means an area served by one valve or by a set of valves that operate simultaneously.

“Swing joint” means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

“Sub-meter” means a metering device to measure water applied to the landscape that is installed after the primary utility water meter.

“Turf” means a groundcover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, perennial ryegrass, red fescue, and tall fescue are cool-season grasses. Bermuda grass, Kikuyu grass, seashore paspalum, St. Augustine’s grass, zoysia grass, and buffalo grass are warm-season grasses.

“Valve” means a device used to control the flow of water in the irrigation system. It may also mean all of the sprinklers or emitters in a line controlled by the valve.

“Water conserving plant species” means a plant species identified as having a very low or low plant factor.

“Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water

treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

“Water use efficiency statement” means a narrative summary of the water use efficiency practices to be applied in the landscape project.

“Water efficient landscape worksheet” means the document required as part of the documentation package.

“Watering window” means the time of day irrigation is allowed.

“WUCOLS” means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension and the Department of Water Resources, 2014.

8.50.030 – Applicability

(A) After December 1, 2015, and consistent with Executive Order No. B-29-15, this chapter shall apply to all of the following landscape projects:

- (1) New development projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review;
- (2) Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review;
- (3) Existing landscapes limited to Section 8.50.220 and 8.50.230; and
- (4) Cemeteries. Recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to Section 8.50.070, 8.50.150 and 8.50.160; and existing cemeteries are limited to Section 8.50.220 and 8.50.230.

(B) Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this chapter.

(C) For projects using treated or untreated graywater or rainwater captured on site, any lot or parcel within the project that has less than 2,500 square feet of landscape and meets the lot or parcel’s landscape water requirement (estimated total water use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject prescriptive compliance measures contained in Section 8.50.261.

(D) This chapter does not apply to:

- (1) Registered local, State or Federal historical sites;
- (2) Ecological restoration projects that do not require a permanent irrigation system;
- (3) Mined-land reclamation projects that do not require a permanent irrigation system; or

(5) Existing plant collections, as part of botanical gardens and arboretums open to the public.

8.50.040 – Compliance with Landscape Documentation Package

(A) Prior to construction, the City shall:

- (1) Provide the project applicant with the ordinance and procedures for permits, plan checks, or design review;
- (2) Review the landscape documentation package submitted by the project applicant;
- (3) Approve or deny the landscape documentation package;
- (4) Issue a permit or approve the plan check or design review for the project applicant; and
- (5) Upon approval of the landscape documentation package, file a copy of the water efficient landscape worksheet in the project file for future reference.

(B) Prior to construction, the project applicant shall:

- (1) Submit a landscape documentation package to the City.

(C) Upon approval of the landscape documentation package by the City, the project applicant shall:

- (1) Receive a permit or approval of the plan check or design review and record the date of the permit in the certificate of completion; and
- (2) Submit a copy of the approved landscape documentation package along with the record drawings, and any other information to the property owner or his/her designee.

8.50.050 -Penalties.

The City may establish and administer penalties to the project applicant for noncompliance with the ordinance to the extent permitted by law.

8.50.060 Elements of the Landscape Documentation Package.

(A) The landscape documentation package shall include the following six elements:

- (1) Project information:
 - (a) Date;
 - (b) Project applicant;

- (c) Project address (if available, parcel and/or lot number(s));
- (d) Total landscape area (square feet);
- (e) Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed);
- (f) Water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well;
- (g) Checklist of all documents in landscape documentation package;
- (h) Project contacts to include contact information for the project applicant and property owner;
- (i) Applicant signature and date with statement, "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete landscape documentation package";

(2) Water Efficient Landscape Worksheet.

(a) Water budget calculations.

- a. Maximum applied water allowance (MAWA);
- b. Estimated total water use (ETWU);

(3) Soil management report;

(4) Landscape design plan;

(5) Irrigation design plan; and

(6) Grading design plan.

8.50.070 Water Efficient Landscape Worksheet.

- (A) A project applicant shall complete the water efficient landscape worksheet which contains information on the plant factor, irrigation method, irrigation efficiency, and area associated with each hydrozone. Calculations are then made to show that the evapotranspiration adjustment factor (ETAF) for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for nonresidential areas, exclusive of special landscape areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The maximum applied water allowance is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for nonresidential areas) and expressed as annual gallons required. The estimated total water use (ETWU) is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.

(1) In calculating the maximum applied water allowance and estimated total water use, a project applicant shall use the ETo values from the Reference Evapotranspiration Table in Section 8.50.260. For geographic areas not covered in Section 8.50.260, use data from other cities located nearby in the same reference evapotranspiration zone, as found in the CIMIS Reference Evapotranspiration Zones Map, Department of Water Resources, 1999.

(B) Water budget calculations shall adhere to the following requirements:

(1) The plant factor used shall be from WUCOLS or from horticultural researches with academic institutions or professional associations as approved by the California Department of Water Resources (DWR). The plant factor ranges from 0 to 0.1 for very low water using plants, 0.1 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.

(2) All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.

(3) All special landscape areas shall be identified and their water use calculated.

(4) ETAF for new and existing nonrehabilitated special landscape areas shall not exceed 1.0.

8.50.080- Soil Management Report.

(A) In order to reduce runoff and encourage healthy plant growth, a soil management report shall be completed by the project applicant, or his/her designee, as follows:

(1) Submit soil samples to a laboratory for analysis and recommendations.

(a) Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.

(b) The soil analysis shall include:

(i) Soil texture (percent clay, silt, sand), indicating the percentage of organic matter;

(ii) Approximate soil infiltration rate either measured or derived from the soil texture infiltration rate tables. A range of infiltration rates shall be noted where appropriate, determined by laboratory test or soil texture infiltration rate table;

(iii) pH;

(iv) Total soluble salts;

- (b) If significant mass grading is planned, the soil analysis report shall be submitted to the local agency as part of the certificate of completion.
- (3) The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.
- (4) The project applicant, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the local agency with certificate of completion.

8.50.090-Landscape Design Plan.

(A) For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the following design criteria and specifications shall be submitted as part of the landscape documentation package:

(1) Plant Material.

(a) Any plant may be selected from the City of Lancaster approved plant list for the landscape providing the estimated applied total water use recommended for the project site in the landscape area does not exceed the maximum applied water allowance. Methods to achieve water efficiency shall include one or more of the following:

(i) Protection and preservation of native species and natural vegetation;

(ii) Selection of water conserving plant species, tree and turf species, especially local native plants;

(iii) Selection of plants based on local climate suitability, disease and pest resistance;

(iv) Selection of trees based on the City of Lancaster approved tree list, and size at maturity as appropriate for the planting area;

(v) Selection of plants from local and regional landscape program plant lists; and

(vi) Selection of plants from local fuel modification plan guidelines.

(b) Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in Section 8.50.100(A)(2)(d).

(c) Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. Methods to achieve water efficiency shall include one or more of the following:

(i) Use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;

(ii) Recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure (e.g., buildings, sidewalks, power lines); allow for adequate soil volume for healthy root growth; and

(iii) Consider the solar orientation for plant placement to maximize summer shade and winter solar gain.

(d) Turf shall not exceed twenty-five (25%) percent of the landscape area in residential areas and in non-residential areas;

(e) Turf areas shall be sized and shaped to minimize irrigation overspray and runoff.

(f) Installation of turf on slopes greater than 4:1 (horizontal to vertical) shall not be permitted.

(g) Installation of long, narrow, or irregularly shaped turf areas less than eight feet in width in any direction shall be irrigated with subsurface irrigation or other low volume irrigation technology.

(h) Irrigated areas (including turf) within 24 inches of nonpermeable hardscape shall be irrigated with drip irrigation or subsurface irrigation technology unless waived by the Director of Development Services.

(i) High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.

(j) A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required per Public Resources Code Section 4291(a) and (b). Avoid fire-prone plant materials and highly flammable mulches. Refer to the local fuel modification plan guidelines.

(k) The use of invasive plant species, such as those listed by the California Invasive Plant Council, is strongly discouraged. Invasive species of plants shall be avoided especially near parks, buffers, greenbelts, water bodies,

and open spaces because of their potential to cause harm in sensitive areas.

(l) The architectural guidelines of a common interest development, which include community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low water use plants as a group.

(2) Water Features.

(a) Recirculating water systems shall be used for decorative water features.

(b) Where available, recycled water shall be used as a source for decorative water features.

(c) Surface area of a water feature shall be included in the maximum applied water allowance (MAWA) high water use hydrozone area of the water budget calculation. The evaporation rate for all water features shall be equivalent to the evapotranspiration rate of a high water use plant.

(3) Soil Preparation, Mulch and Amendments.

(a) Prior to the planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.

(b) Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see Section 8.50.080).

(c) For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches into the soil. Soils with greater than six percent organic matter in the top six inches of soil are exempt from adding compost and tilling.

(d) A minimum of three-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. In mulched planting areas, the use of drip irrigation is highly recommended. To provide habitat for beneficial insects and other wildlife, up to five percent of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

(e) Stabilizing mulching products shall be used on slopes that meet current engineering standards.

(f) The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.

(g) Organic mulch materials made from recycled or post-consumer products shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

(B) The landscape design plan shall be drawn on project base sheets at a scale that accurately and clearly identifies the following specifications, where applicable, at a minimum:

(1) Delineate and label each hydrozone by number, letter, or other method;

(2) Indicate the square footage of each hydrozone;

(3) Identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculation;

(4) Identify recreational areas;

(5) Identify areas permanently and solely dedicated to edible plants;

(6) Identify any other pertinent factors (e.g., sun exposure, microclimate, etc.);

(7) Identify areas irrigated with recycled water;

(8) Identify type of mulch and application depth;

(9) Identify soil amendments, type, and quantity;

(10) Identify type and surface area of water features;

(11) Identify hardscapes (pervious and nonpervious);

(12) Identify location, installation details, and 24-hour retention or infiltration capacity of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Project applicants shall refer to the local agency or regional Water Quality Control Board for information on any applicable stormwater technical requirements. Stormwater best management practices are encouraged in the landscape design plan and examples are provided in section 8.50.200;

(13) Identify any applicable rain harvesting or catchment technologies as discussed in Section 8.50.200 and their 24-hour retention or infiltration capacity;

- (14) Identify any applicable graywater discharge piping, system components and area(s) of distribution;
- (15) Contain the following statement: "I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plan";
- (16) Bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape (see Sections 5500.1, 5615, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, and 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agriculture Code);
- (17) Location map with north arrow, scale, and legal description of the property;
- (18) Project name;
- (19) Title block with name, license number, mailing address, email address, and telephone number of licensed landscape architect;
- (20) Total landscape area (square feet);
- (21) Benchmark name, elevation, and location;
- (22) Topography with proposed contour lines and elevations;
- (23) Property lines and setbacks;
- (24) Street names;
- (25) Location of all utilities (e.g., telephone, electrical, gas, sewer, drainage, etc.). The use of this information is limited to the landscape design and installation;
- (26) Location and details of existing and proposed public improvements within right-of-way (e.g., curb, gutter, sidewalk, street light, fire hydrants, driveways, or approaches, etc.);
- (27) Location of all plant material (e.g., turf, annuals, perennials, groundcovers, shrubs, trees, and other vegetation, etc.);
- (28) Detailed legend explaining all the symbols used in the landscape design plan including botanical names, common names, quantity, container size, etc.;
- (29) Mulch types and depths (inches);

- (30) Design elements: water features, hardscapes (pervious and nonpervious), existing natural features including, but not limited to, rock outcropping, creeks or streams, wetlands, and plant materials that will remain;
- (31) Installation details for the landscape including soil preparation, plant material installation, tree planting and staking, and any other applicable details;
- (32) Location and installation details of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Examples include, but are not limited to:
 - (a) Infiltration beds, swales, and basins that allow water to collect and soak into the ground.
 - (b) Constructed wetlands and retention ponds that retain water, handle excess flows and filter pollutants.
 - (c) Pervious or porous surfaces (e.g., permeable pavers or blocks, pervious or porous concrete, etc.) that minimize runoff (volume and velocity).
 - (d) Each sheet of the landscape design plan shall contain the following statement along with a licensed landscape architect's or licensed landscape contractor's stamp and signature: "I have agreed to comply with the criteria and specifications of the ordinance and I have applied them accordingly for the efficient use of water in the landscape design plan."

8.50.100 Irrigation Design Plan.

This section applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. For the efficient use of water, an irrigation system shall meet all irrigation design criteria and specifications, manufacturer's specification, any City of Lancaster code requirements, the requirements listed in this section, and the manufacturer's recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria and specifications shall be submitted as part of the landscape documentation package:

(A) Criteria.

(1) System.

- (a) Landscape water meters, defined as either a dedicated water service meter or private sub-meter, shall be installed for all nonresidential irrigated landscapes of 1,000 square feet but not more than 5,000 square feet (the level at which Water Code 535 applies) and residential irrigated landscapes of 5,000 square feet or greater. A landscape water meter may be either:
 - (i) A customer service meter dedicated to landscape use provided by the local water purveyor; or

- (ii) A privately owned meter or sub-meter.
- (b) Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data utilizing nonvolatile memory shall be required for irrigation scheduling in all irrigation systems.
- (c) If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.
 - (i) If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.
 - (ii) Static water pressure, dynamic or operating pressure and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.
- (d) Sensors (rain, freeze, wind, etc.) either integral or auxiliary that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.
- (e) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.
- (f) Backflow prevention devices shall be required to protect the water supply from contamination by the irrigation system. A project applicant shall refer to the applicable local agency code (i.e., public health) for additional backflow prevention requirements.
- (g) Flow sensors that detect high flow conditions created by system damage or malfunction are required for all nonresidential landscapes and residential landscapes of 5,000 square feet or larger.
- (h) Master shut-off valves are required on all projects except landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shutdown features.

- (j) The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto nontargeted areas, such as adjacent property, nonirrigated areas, hardscapes, roadways, or structures.
- (j) Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems
- (k) The design of the irrigation system shall conform to the hydrozones of the landscape design plan.
- (l) The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in Section 8.50.070 regarding the maximum applied water allowance.
- (m) All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agriculture and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard." All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.
- (n) It is highly recommended that the project applicant or local agency inquire with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.
- (o) In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.
- (p) Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.
- (q) Head-to-head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.
- (r) Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to hardscapes or in high traffic areas of turfgrass.
- (s) Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.

- (t) Areas less than eight feet in width in any direction or irregularly shaped areas shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.
- (u) Overhead irrigation shall not be permitted within 24 inches of any nonpermeable surface. Allowable irrigation within the setback from nonpermeable surfaces may include drip, drip line, or other low flow nonspray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:

 - (i) The landscape area is adjacent to permeable surfacing and no runoff occurs; or
 - (ii) The adjacent nonpermeable surfaces are designed and constructed to drain entirely to landscaping; or
 - (iii) The irrigation designer specifies an alternative design or technology, as part of the landscape documentation package, and clearly demonstrates strict adherence to irrigation system design criteria in subsection (A)(1)(i) of this section. Prevention of overspray and runoff must be confirmed during the irrigation audit.
- (v) Slopes greater than 25 percent shall not be irrigated with an irrigation system with an application rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specified an alternative design or technology, as part of the landscape documentation package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.

(2) Hydrozone.

- (a) Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.
- (b) Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.
- (c) Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.
- (d) Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:

 - (i) Plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or

(ii) The plant factor of the higher water using plant is used for calculations.

(e) Individual hydrozones that mix high and low water use plants shall not be permitted.

(f) On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Hydrozone Information Table. This table can also assist with the irrigation audit and programming the controller.

(B) The irrigation design plan, at a minimum, shall contain:

(1) Location and size of separate water meters for landscape;

(2) Location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;

(3) Static water pressure at the point of connection to the public water supply;

(4) Flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;

(5) Recycled water irrigation systems as specified in Section 8.50.180;

(6) The following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan"; and

(7) The signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system (see Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701 and 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agricultural Code).

(C) Site.

(1) Location map with north arrow, scale, and legal description of the property;

(2) Project name;

- (3) Title block with name, license/certificate number, mailing address, email address, and phone number of licensed landscape architect or certified irrigation designer, etc.;
- (4) Benchmark name, elevation, and location;
- (5) Topography with proposed contour lines and elevations;
- (6) Property lines and setbacks;
- (7) Street names;
- (8) Location of all utilities (e.g., telephone, electrical, gas, sewer, drainage, etc.). The use of this information is limited to the landscape design and installation;
- (9) Location and details of existing and proposed public improvements within right-of-way (e.g., curb, gutter, sidewalk, streetlight, fire hydrants, driveways, or approaches, etc.).

(D) Irrigation System.

- (1) Layout of the irrigation system and all related components;
- (2) Detailed legend explaining all the symbols used in the irrigation design plan;
- (3) Location, manufacturer, model, type and size of all components of the irrigation system such as:
 - (a) Water meters;
 - (b) Controllers;
 - (c) Valves;
 - (d) Check valves;
 - (e) Main lines and lateral lines (indicate depth);
 - (f) Swing joints or other riser-protection components;
 - (g) Sprinkler heads, drip emitters and other emission devices;
 - (h) Sensors (e.g., rain, freeze, wind, etc.);
 - (i) Soil moisture sensors;
 - (j) Pressure regulators;

- (k) Pumps;
- (l) Backflow prevention devices;
- (m) Quick couplers;
- (n) Other related components.

8.50.110 Grading design plan.

- (A) For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff, and water waste. A grading design plan meeting the following design criteria and specifications shall be submitted as part of the landscape documentation package. A comprehensive grading plan with permits prepared by a civil engineer satisfies this requirement.
 - (1) The project applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:
 - (a) Height of graded slopes;
 - (b) Drainage patterns;
 - (c) Pad elevations;
 - (d) Finish grade; and
 - (e) Stormwater retention improvements, if applicable.
 - (2) To prevent excessive erosion and runoff, it is highly recommended that project applicants:
 - (a) Grade so that all irrigation and normal rainfall remains within property lines and does not drain onto nonpermeable hardscapes;
 - (b) Avoid disruption of natural drainage patterns and undisturbed soil; and
 - (c) Avoid soil compaction in landscape areas.
 - (3) The grading design plan shall contain the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the grading design plan" and shall bear the signature of a licensed professional as authorized by law.

8.50.120 Certificate of completion.

- (A) The certificate of completion shall include the following six elements:
 - (1) Project information sheet that contains:

- (a) Date;
 - (b) Project name;
 - (c) Project applicant name, telephone, and mailing address;
 - (d) Project address and location; and
 - (e) Property owner name, telephone, and mailing address;
 - (2) Certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved landscape documentation package;
 - (a) Where there have been significant changes made in the field during construction, these “as-built” or record drawings shall be included with the certification;
 - (b) A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes;
 - (3) Irrigation scheduling parameters used to set the controller
 - (4) Landscape and irrigation maintenance schedule
 - (5) Irrigation audit report; and
 - (6) Soil analysis report, if not submitted with landscape documentation package, and documentation verifying implementation of soil report recommendations.
- (B) The project applicant shall:
- (1) Submit the signed certificate of completion to the City for review;
 - (2) Ensure that copies of the approved certificate of completion are submitted to the local water purveyor and property owner or his or her designee.
- (C) The City shall:
- (1) Receive the signed certificate of completion from the project applicant;
 - (2) Approve or deny the certificate of completion. If the certificate of completion is denied, the City shall provide information to the project applicant regarding reapplication, appeal, or other assistance.

8.50.130 Waivers and variances.

The City may administratively waive or modify one or more requirements of the ordinance when unusual difficulties make their strict application impossible, and upon determination that the waiver or variance is consistent with the purpose and intent of the ordinance.

8.50.140 Irrigation scheduling.

(A) For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:

(1) Irrigation scheduling shall incorporate the use of evapotranspiration data such as those from the California Irrigation Management Information System (CIMIS) weather stations or other validated weather data or soil moisture monitoring systems to apply the appropriate levels of water for different climates.

(2) Overhead irrigation shall be scheduled between 8:00 p.m. and 10:00 a.m. unless weather conditions prevent it. If allowable hours of irrigation differ from the local water purveyor, the stricter of the two shall apply. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance. Exceptions for large projects are subject to approval by the Director of Development Services, or the local water purveyor.

(3) For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the estimated total water use. Total annual applied water shall be less than or equal to maximum applied water allowance (MAWA). Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data.

(4) Parameters used to set the automatic controller shall be developed and submitted for each of the following:

(a) The plant establishment period;

(b) The established landscape; and

(c) Temporarily irrigated areas.

(5) Each irrigation schedule shall consider for each station all of the following that apply:

(a) Irrigation interval (days between irrigation);

(b) Irrigation run times (hours or minutes per irrigation event to avoid runoff);

(c) Number of cycle starts required for each irrigation event to avoid runoff;

- (d) Amount of applied water scheduled to be applied on a monthly basis;
- (e) Application rate setting;
- (f) Root depth setting;
- (g) Plant type setting;
- (h) Soil type;
- (i) Slope factor setting;
- (j) Shade factor setting; and
- (k) Irrigation uniformity or efficiency setting.

8.50.150 Landscape and irrigation maintenance schedule.

- (A) Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the certificate of completion.
- (B) A regular maintenance schedule shall include, but not be limited to, routine inspection; auditing, adjustment and repair of the irrigation system and its components; conducting water audits; prescribing the amount of water applied per landscaped acre; aerating and dethatching turf areas; topdressing with compost, replenishing mulch; fertilizing; pruning; weeding in all landscape areas; and removing obstructions to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.
- (C) Repair of all irrigation equipment shall be done with the originally specified installed components or their equivalents or with components with greater efficiency.
- (D) A project applicant is encouraged to implement established landscape industry sustainable or environmentally friendly best practices for all landscape maintenance activities.

8.50.160 Irrigation audit, irrigation survey, and irrigation water use analysis.

- (A) All landscape irrigation audits shall be conducted by a local agency landscape irrigation auditor or a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.
- (B) In large projects or projects with multiple landscape installations (i.e., production home developments) an auditing rate of one in seven lots or approximately 15 percent will satisfy this requirement.

(C) For new construction and rehabilitated landscape projects installed (subsequent to the effective date of the ordinance codified in this chapter) after December 1, 2015:

- (1) The project applicant shall submit an irrigation audit report with the certificate of completion to the City that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming;
- (2) The local agency shall administer programs that may include, but is not limited to, irrigation water use analysis, irrigation audits, and irrigation surveys for compliance with the maximum applied water allowance.

8.50.170 Irrigation efficiency.

For the purpose of determining estimated total water use, average irrigation efficiency is assumed to be 0.75 for overhead spray devices and 0.81 for drip system devices.

8.50.180 Recycled water.

- (A) The installation of recycled water irrigation systems (i.e., dual distribution systems) shall (be required to) allow for the current and future use of recycled water (unless a written exemption has been granted).
- (B) All recycled water irrigation systems shall be designed and operated in accordance with all City of Lancaster and State codes.
- (C) Landscapes using recycled water are considered special landscape areas. The ET adjustment factor for new and existing (nonrehabilitated) special landscape areas shall not exceed 1.0.
- (D) Irrigation systems shall make use of recycled water unless a written exemption has been granted by the local water agency, stating that recycled water meeting all public health codes and standards is not available and will not be available in the foreseeable future.
- (E) If the irrigation water (recycled water or blended water) has electrical conductivity equal to or greater than three deciSeimens per meter (dS/m) or three millimhos per centimeter (mmh/cm) or 2,000 mg per liter total dissolved solids (TDS), a leaching fraction of up to 10 percent may be included in the MAWA calculation. The leaching fraction shall not exceed 10 percent of MAWA. For more information on recycled water, see the University of California Agriculture and Natural Resources "Landscape Plant Salt Tolerance Selection Guide for Recycled Water Irrigation (2005)," the entire document, which is hereby incorporated by reference.

8.50.190 Graywater systems.

Graywater systems promote the efficient use of water and are encouraged to assist in on-site landscape irrigation. All graywater systems shall conform to the California Plumbing Code (Title 24, Part 5, Chapter 16) and any applicable local ordinance standards.

8.50.200 Stormwater management and rainwater retention.

- (A) Stormwater management practices minimize runoff and increase infiltration which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site rainwater retention and infiltration are encouraged.
- (B) Project applicants shall refer to the City or Regional Water Quality Control Board for information on any applicable stormwater ordinances and stormwater management plans or technical requirements.
- (C) All planted landscape areas are required to have friable soil to maximize water retention and infiltration.
- (D) It is strongly recommended that landscape areas be designed for capture and infiltration capacity that is sufficient to prevent runoff from impervious surfaces (i.e., roof and paved areas) from either: the one-inch, 24-hour rain event or (2) the eighty-fifth percentile, 24-hour rain event, and/or additional capacity as required by any applicable local, regional, State or Federal regulation.
- (E) It is recommended that stormwater projects incorporate any of the following elements to improve on-site stormwater and dry weather runoff capture and use:
 - (1) Grade impervious surfaces, such as driveways, during construction to drain to vegetated areas.
 - (2) Minimize the area of impervious surfaces such as paved areas, roof and concrete driveways.
 - (3) Incorporate pervious or porous surfaces (e.g., gravel, permeable pavers or blocks, pervious or porous concrete) that minimize runoff.
 - (4) Direct runoff from paved surfaces and roof areas into planting beds or landscaped areas to maximize site water capture and reuse.
 - (5) Incorporate rain gardens, cisterns, and other rain harvesting or catchment systems.
 - (6) Incorporate infiltration beds, swales, basins and drywells to capture stormwater and dry weather runoff and increase percolation into the soil.
 - (7) Consider constructed wetlands and ponds that retain water, equalize excess flow, and filter pollutants.

8.50.210 Public education.

- (A) Publications. Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of design, installation, management and maintenance that save water is encouraged in the community.
- (1) The City of Lancaster shall provide information to owners of permitted renovations and new single-family residential homes regarding the design, installation, management, and maintenance of water efficient landscapes based on a water budget.
- (B) Model Homes. All model homes shall be landscaped and use signs and written information to demonstrate the principles of water efficient landscapes described in this chapter.
- (1) Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme. Signage shall include information about the site water use as designed per the local ordinance; specify who designed and installed the water efficient landscape; and demonstrate low water use approaches to landscaping such as using native plants, graywater systems, and rainwater catchment systems.
- (2) Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

8.50.220 Irrigation audit, irrigation survey, and irrigation water use analysis.

- (A) This section shall apply to all existing landscapes that were installed before December 1, 2015, and are over one acre in size.
- (1) For all landscapes in this subsection (A) that have a water meter, the City shall administer programs that may include, but are not limited to, irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the maximum applied water allowance for existing landscapes. The maximum applied water allowance for existing landscapes shall be calculated as: $MAWA = (0.8)(ET_o)(LA)(0.62)$.
- (2) For all landscapes in this subsection (A) that do not have a meter, the City shall administer programs that may include, but are not limited to, irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary in order to prevent water waste.
- (B) All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.

8.50.230 Water waste prevention.

- (A) The City of Lancaster shall prevent water waste resulting from inefficient landscape Irrigation by prohibiting runoff from leaving the target landscape due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, nonirrigated areas, walks, roadways, parking lots, or structures.
- (B) Restrictions regarding overspray and runoff may be modified if:
 - (1) The landscape area is adjacent to permeable surfacing and no runoff occurs; or
 - (2) The adjacent nonpermeable surfaces are designed and constructed to drain entirely to landscaping.
- (C) Failure to comply with the direction of the Director of Development Services within a period of 30 days after receipt of such notice shall be deemed a violation of this chapter. (Ord. 1475 § 1, 2015)

8.50.240 Effective precipitation.

The City may consider effective precipitation (25 percent of annual precipitation) in tracking water use and may use the following equation to calculate maximum applied water allowance: $MAWA = (ETo - Eppt) (0.62) [(0.55 \times LA) + (0.45 \times SLA)]$ for residential areas. $MAWA = (ETo - Eppt) (0.62) [(0.45 \times LA) + (0.55 \times SLA)]$ for nonresidential areas.

8.50.250 Reporting.

- (A) Local agencies shall report on implementation and enforcement by December 31, 2015. Local agencies responsible for administering individual ordinances shall report on their updated ordinance, while those agencies developing a regional ordinance shall report in their existing ordinance. Those agencies crafting a regional ordinance shall also report on their new ordinance by March 1, 2016. Subsequently, reporting for all agencies will be due by January 31st of each year. Reports should be submitted as follows:
- (B) Local agencies are to address the following:
 - (1) State whether you are adopting a single agency ordinance or a regional agency alliance ordinance, and the date of adoption or anticipated date of adoption.
 - (2) Define the reporting period. The reporting period shall commence on December 1, 2015, and end on December 28, 2015. For local agencies crafting regional ordinances with other agencies, there shall be an additional reporting period commencing on February 1, 2016, and ending on February 28, 2016. In subsequent years, all local agency reporting will be for the calendar year.
 - (3) State if using a locally modified water efficient landscape ordinance (WELO) or the MWELO. If using a locally modified WELO, how is it different than MWELO, is it at least as efficient as MWELO, and are there any exemptions specified?
 - (4) State the entity responsible for implementing the ordinance.

- (5) State number and types of projects subject to the ordinance during the specified reporting period.
- (6) State the total area (in square feet or acres) subject to the ordinance over the reporting period, if available.
- (7) Provide the number of new housing starts, new commercial projects, and landscape retrofits during the reporting period.
- (8) Describe the procedure for review of projects subject to the ordinance.
- (9) Describe actions taken to verify compliance. Is a plan check performed; if so, by what entity? Is a site inspection performed; if so, by what entity? Is a post-installation audit required; if so, by whom?
- (10) Describe enforcement measures.
- (11) Explain challenges to implementing and enforcing the ordinance.
- (12) Describe educational and other needs to properly apply the ordinance.

8.50.260 Evapotranspiration (ETo) table.

Reference Evapotranspiration (ETo) Table.

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Annual ETo</u>
<u>Lancaster</u>	<u>2.1</u>	<u>3.0</u>	<u>4.6</u>	<u>5.9</u>	<u>8.5</u>	<u>9.7</u>	<u>11.0</u>	<u>9.8</u>	<u>7.3</u>	<u>4.6</u>	<u>2.8</u>	<u>1.7</u>	<u>71.1</u>

8.50.261 Prescriptive Compliance

- (A) This contains prescriptive requirements which may be used as a compliance option to the Model Water Efficient Landscape Ordinance.
- (B) Compliance with the following items is mandatory and must be documented on a landscape plan in order to use the prescriptive compliance option:
 - (1) Submit a Landscape Documentation Package which includes the following elements:
 - (A) Date;
 - (B) Project applicant;
 - (C) Project address (if available, parcel and/or lot number(s));

(D) Total landscape area (square feet), including a breakdown of turf and plant material;

(E) Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed);

(F) Water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well;

(G) Contact information for the project applicant and property owner;

(H) Applicant signature and date with statement, "I agree to comply with the requirements of the prescriptive compliance option to the MWELD."

(2) Incorporate compost at a rate of at least four (4) cubic yards per one thousand (1,000) square feet to a depth of six (6") inches into landscape area (unless contra-indicated by a soil test).

(3) Plant material shall comply with all of the following:

(A) For residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for seventy-five (75%) percent of the plant area excluding edibles and areas using recycled water; For non-residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for one hundred (100%) percent of the plant area excluding edibles and areas using recycled water;

(B) A minimum three (3") inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.

(4) Turf shall comply with all of the following:

(A) Turf shall not exceed twenty-five (25%) percent of the landscape area in residential areas, and there shall be no turf in non-residential areas;

(B) Turf shall not be planted on sloped areas which exceed a slope of one foot vertical elevation change for every four (4') feet of horizontal length;

(C) Turf is prohibited in parkways less than ten (10') feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.

(5) Irrigation systems shall comply with the following:

(A) Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data.

- (B) Irrigation controllers shall be of a type which does not lose programming date in the event the primary power source is interrupted.
- (C) Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturer's recommended pressure range.
- (D) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.
- (E) All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014, "Landscape Irrigation Sprinkler and Emitter Standard." All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.
- (C) At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule, and a schedule of landscape and irrigation maintenance.

STAFF REPORT

ZONE TEXT AMENDMENTS TO TITLE 17 OF THE LANCASTER MUNICIPAL CODE, LANCASTER T.O.D ZONES, AND THE DOWNTOWN LANCASTER SPECIFIC PLAN

DATE: July 15, 2019

TO: Lancaster Planning Commission

FROM: Cynthia Campaña, Associate Planner 
Community Development Division, Development Services Department

APPLICANT: City of Lancaster

LOCATION: Citywide

REQUEST: Amendment to various sections of the Lancaster Municipal Code, Title 17 (Zoning), Lancaster T.O.D Zones, and the Downtown Lancaster Specific Plan (DLSP) to provide clarification, consistency, and compliance with state code and update standards and regulations.

RECOMMENDATION: Adopt Resolution No. 19-30 recommending approval to City Council a Zone Text Amendment amending various sections of the Lancaster Municipal Code, Title 17 (Zoning), Lancaster T.O.D Zones, and the Downtown Lancaster Specific Plan (DLSP) to provide clarification, consistency, and compliance with state code and update standards and regulations.

BACKGROUND

Municipal Codes require periodic updates to ensure consistency with City policies, state law, to improve clarity, and to better serve the public. Staff reviewed the City's Zoning Ordinance and Specific Plans to identify potential improvements and to present recommendations with respect to amendments in order to address inconsistencies, clarification within the text, and updating standards to reflect current City policies and State code. Staff has identified a number of provisions in Title 17 (Zoning) of the LMC that requires review and revision. The goal of the Zone Text Amendment is to:

- Provide clarity related to certain Zoning Code provisions;
- Update to comply with state codes;
- Ensure internal consistency; and
- Update standard and regulation to streamline, incentivize, and reflect current City policies.

DISCUSSION/ ANALYSIS:

The City’s land use and zoning regulations are contained in Title 17 (Zoning) of the City’s Municipal Code. The DLSP is a community-based revitalization plan with goals to revitalize and improve the Downtown as a place of cultural, social, economic, and civic vitality and create place with a mix of commercial, retail, dining, entertainment, residential, and transit uses. The T.O.D Zones provide a means of implementing the community’s vision and expanding revitalization by providing unique and focused development standards that enable and promote high quality, walkable, mixed-use, and transit oriented neighborhoods surrounding the BLVD and the Metrolink Station. The Zoning Code, T.O.D Zones and the DLSP sections would be amended as part of this Zone Text Amendment. The Zone Text Amendment Chart (Attachment A) provides a list of amended sections and the proposed changes.

Staff identified updates needed for the T.O.D Zones, DLSP, and Zoning Code due to changes in policy, new laws, and standards or modification to other sections of the Code. As part of this review process, staff worked with other departments and divisions, and the City Attorney’s office, to review and consider the proposed changes. Additionally, staff surveyed and analyzed codes and policies from other agencies as appropriate and applicable. The result of this effort is a Zone Text Amendment to various sections of the Zoning Code, T.O.D Zones, and the DLSP. The amendment will include the following sections: DLSP, T.O.D Zones, definitions, residential zones, commercial zones, industrial zones, nonconforming uses and structures, and public hearing (Exhibit A).

The proposed Zone Text Amendment ensures internal consistency with zoning regulations, to improve clarity, user-friendliness, and staff’s ability to serve the public. It would provide more flexibility, incentivize businesses, and provide a business-friendly environment. In addition, it would allow the City to continue establishing the fundamental framework to guide future decision-making about development, public safety, public services, and general community wellbeing.

GENERAL PLAN CONSISTENCY

The proposed revision and update to the Zoning Code, T.O.D Zones, and DLSP are consistent with the General Plan. Specifically, the amendments comply with the following goals and actions:

- Specific Action 16.1.3(c):* Provide for the expeditious processing of application and plans.
- Specific Action 16.1.3(i):* Take necessary steps to encourage the attraction of retail stores, restaurants and services that will meet the needs of a growing and diverse community.
- Specific Action 16.4.2(d):* Revise the zoning ordinance as necessary to provide for development criteria appropriate and necessary to address the revitalization efforts within Downtown Lancaster.
- Policy 16.5.3:* Promote the development of entertainment uses and businesses which can stimulate tourism to the area and serve local needs.

Policy 17.1.6: Revise the zoning ordinance and zoning map to achieve consistency with provisions of the General Plan text and land use map. Among other items, this revision shall consider the application of form-based codes, and necessary provision for the application of community design guidelines. The requirement to update the zoning ordinance to include provisions for mixed-use development is addressed by Specific Action 17.1.6(b).

Specific Action 17.1.6(c): Implement development regulations and standards that allow developments and neighborhoods based on livable, sustainable community principles within the City.

The proposed Zone Text Amendment helps achieve goals, policies, and specific actions of the General Plan. Proposed changes such as removing the CUP requirement for bona-fide restaurants serving beer and wine in the DLSP and removing the home occupation permit with a home-based business license gives the City more flexibility to help encourage the attraction of retail stores, restaurant and services by providing them expeditious processing. In addition, changes like allowing retail/services with a Director's Review instead of a CUP in the Neighborhood Office District and allowing active entertainment uses in the DLSP, along with clarifying existing and new commercial uses in the Industrial Zones incentivizes new uses and businesses. These changes would help meet the needs of a growing and diverse community and stimulate tourism to the area and serve the local needs by simplifying the process.

ENVIRONMENTAL DETERMINATION

Pursuant to Sections 15162 and 15168(c)(2) of the State CEQA Guidelines, the proposed ordinance amendment is within the scope of the Program Environmental Impact Report (SCH #2007111003) for the existing Lancaster General Plan, and no further environmental review is required.

FINDINGS

Section 17.24.140 “Amendments—Commission findings and decision” of the Lancaster Municipal Code contains the following finding:

- 1. The Commission may recommend approval where the information presented at public hearing shows that such amendment is necessary to implement the general plan and/or that the public convenience, the general welfare or good zoning practice justifies such action.**

The proposed Zone Text Amendment is consistent with the goals and policies of the General Plan, as the General Plan designation and zoning designations within the City will not change and the text amendments will result in clarifying the implementation of the goals, policies and programs of the General Plan. The Zone Text Amendment would provide for flexibility, incentivize business and uses and ensure consistency with State Code and City policies.

LEGAL NOTICE

A Notice of Public Hearing was published in the Antelope Valley Press on Friday, July 5, 2019 as required by law.

RECOMMENDATION

Adopt Resolution No. 19-30 recommending approval to City Council a Zone Text Amendment amending various sections of the Lancaster Municipal Code, Title 17 (Zoning), Lancaster TOD Zones, and the Downtown Lancaster Specific Plan (DLSP) to provide clarification, consistency, and compliance with state code and update standards and regulations.

Attachments:

- A. Zone Text Amendment Chart
- B. Resolution No. 19-30
- C. Draft Ordinance

RESOLUTION NO. 19-30

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LANCASTER, CALIFORNIA RECOMMENDING APPROVAL TO CITY COUNCIL A ZONE TEXT AMENDMENT AMENDING VARIOUS SECTIONS OF THE LANCASTER MUNICIPAL CODE, TITLE 17 (ZONING), LANCASTER T.O.D ZONES AND THE DOWNTOWN LANCASTER SPECIFIC PLAN (DLSP) TO PROVIDE CLARIFICATION, CONSISTENCY, AND COMPLIANCE WITH STATE CODE AND UPDATE STANDARDS AND REGULATIONS

WHEREAS, the Planning Commission has considered the proposed zone text amendment amending various sections of the Zoning Ordinance (Title 17 of Lancaster Municipal Code), Lancaster T.O.D. Zones and the Downtown Lancaster Specific Plan to provide clarification, consistency, compliance with State Code and update standards and regulations, as set forth and attached here to as Exhibit A and more fully described below (the “amendments”); and

WHEREAS, applicable law requires the Planning Commission to notice and hold a public hearing on the amendments and, following such hearing, to render a decision in the form of a written recommendation to the City Council; and

WHEREAS, the Planning Commission held a public hearing concerning the amendments on July 15, 2019 notice of which was published and provided as required by law; and

WHEREAS, the Planning Commission finds that the proposed amendments are required for public health, safety, and general welfare, and that the amendments are consistent with the general objectives, principles, and standards of the General Plan;

WHEREAS, the Planning Commission now desires to recommend that the City Council adopt the Proposed Ordinance.

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

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

Section 2. That the Planning Commission hereby adopts the following finding pursuant to Section 17.24.150 of the LMC:

1. The commission may recommend approval where the information presented at public hearing shows that such amendment is necessary to implement the general plan and/or that the public convenience, the general welfare or good zoning practice justifies such action.

Section 3. That the proposed amendments are consistent with the City’s General Plan.

PC Resolution No. 19-30
Zone Text Amendments
July 15, 2019
Page 2

Section 4. That pursuant to Sections 15162 and 15168(c)(2) of the State California Environmental Quality Act (CEQA) Guidelines, the Proposed Ordinance is within the scope of the Program Environmental Impact Report (SCH#2007111003) for the existing Lancaster General Plan 2030, and no further environmental review is required.

Section 5. That the Planning Commission hereby recommends the City Council approve and adopt the Proposed Ordinance.

Section 6. That Planning Commission staff is authorized and hereby directed to transmit this Resolution to the City Council as required by Section 65855 of the Government Code.

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

AYES: Cook, Donovan, Moore, Parris, Smith, and Vose.

NOES: None.

ABSTAIN: None.

RECUSED: None.

ABSENT: Harvey.

DocuSigned by:

FFC16064A17F48C...

JAMES D. VOSE, Chairman
Lancaster Planning Commission

ATTEST:

DocuSigned by:

2DBA1DFF18BB42B...

LARISSA DE LA CRUZ, Community Development Manager
City of Lancaster

Attachments:

- A. Draft Ordinance
- B. Exhibit A – Redlines
- C. Exhibit B – Clean

ORDINANCE NO.

AN ORDINANCE OF CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING VARIOUS SECTIONS OF THE ZONING ORDINANCE (TITLE 17 OF THE LANCASTER MUNICIPAL CODE), LANCASTER T.O.D. ZONES, AND THE DOWNTOWN LANCASTER SPECIFIC PLAN TO PROVIDE CLARIFICATION, AND CONSISTENCY, COMPLY WITH STATE CODE AND UPDATE STANDARDS AND REGULATIONS

WHEREAS, the City Council of the City of Lancaster has determined that it is necessary to amend various sections of the Zoning Ordinance (Title 17 of the Lancaster Municipal Code), Lancaster T.O.D. Zones and the Downtown Lancaster Specific Plan to provide clarification, consistency, compliance with State Code and update standards and regulation as set forth in Exhibit "A" hereto (the "Amendment"); and

WHEREAS, on July 15, 2019, the City's Planning Commission held a public hearing on the Amendment, notice of which was published and provided as required by law, and adopted Resolution No. 19-30 (the "Planning Commission Recommendation") recommending the City Council approve the Amendment; and

WHEREAS, on XX, 2019, the City Council held a public hearing on the Amendment pursuant to Section 65856 of the Government Code, notice of which was published and provided as required by law; and

WHEREAS, the City Council now desires to adopt the Amendments in its entirety to read as set forth therein.

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

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

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

- (a) The commission may recommend approval where the information presented at public hearing shows that such amendment is necessary to implement the general plan and/or that the public convenience, the general welfare or good zoning practice justifies such action.

Section 3. This ordinance is determined that pursuant to Section 15162 and 15168(c)(2) of the State California Environmental Quality Act (CEQA) Guidelines, the proposed amendments are within the scope of the Program Environmental Impact Report

(SCH#2007111003) for the existing Lancaster General Plan 2030, and no further environmental review is required.

Section 4. Sections of the Lancaster Municipal Code and the Downtown Lancaster Specific Plan is hereby amended and restated in its entirety to read as set forth in Exhibit "A" attached hereto.

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

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

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

I, 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 _____ day of _____, 2019, and placed upon its second reading and adoption at a regular meeting of the City Council on the ____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

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. _____, 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- Redline

Language to be deleted is shown in ~~striketrough~~ font and language to be added is shown in underline.

17.04.240 - Definitions.

Unless otherwise provided in this title, the definitions established in this section shall apply wherever such terms are used in this title, whether or not such terms are capitalized. Note: Definitions which are found in Title 16 also apply to the same terms as they are used within this title.

"Accessory building or structure" means a detached subordinate building or structure, the use of which is customarily incidental to that of the main building or to the main use of the land, and which is located in the same or a less restrictive zone and on the same lot or parcel of land with the main building or use.

"Accessory use" means a use customarily incidental to, related and clearly subordinate to a principal use established on the same lot or parcel of land, which accessory use does not alter said principal use nor serve property other than the lot or parcel of land on which the principal use is located.

"Adjacent" means 2 or more lots or parcels of land separated only by an alley, street, highway or recorded easement, or 2 or more objects that lie near or close to each other.

"Adjoining" means 2 or more lots or parcels of land sharing a common boundary line, or 2 or more objects in contact with each other. Lots or parcels of land which touch at corners only shall not be deemed adjoining. "Abut" or "abutting" and "contiguous" mean the same as adjoining.

"Adult" means a person who is 18 years of age or older.

~~"Adult day care facility" means any facility which provides nonmedical care to persons 18 years of age or older in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis as defined in Section 1502 of the Health and Safety Code.~~

~~"Adult day health care" means an organized day program of therapeutic, social and health activities and services provided pursuant to this chapter to elderly persons with functional impairments either physical or mental, for the purpose of restoring or maintaining optimal capacity for self care. Provided on a short term basis, adult day health care serves as a transition from a health facility or home health program to personal independence. Provided on a long term basis, it serves as an option to institutionalization in long-term care facilities, when 24-hour skilled nursing care is not medically necessary or viewed as desirable by the recipient or his family as defined in Section 1570.7 of the Health and Safety Code.~~

"Affordability" means the economic feasibility to construct lower-income housing in the proposed development.

"Affordable housing" means housing as defined in Section 65589.5(h)(2) of the Health and Safety Code.

"Aircraft" means any contrivance, now known or hereafter invented, for use or designed for navigation of or flight in the air.

"Airport" means any area of land or water which is used or intended to be used for the landing and taking off of aircraft and any appurtenant areas used or intended to be used for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon. Airport includes heliport, helistop and landing strip.

"Alternative fuel" means biological materials, coal-derived liquids, electricity, ethanol, hydrogen, methanol, natural gas, propane and any other fuel that the Secretary of Energy finds to be substantially not petroleum and which would yield substantial energy security benefits and substantial environmental

benefits. Reformulated gasoline or other fuel derived from crude oil is not considered an alternative fuel. (From Federal Energy Policy Act of 1992).

"Alternative fuel vehicle" means motor vehicles that run on fuels other than petroleum-based fuels. As defined by the National Energy Policy Act (EPACT), this excludes reformulated gasoline as an alternative fuel.

"Amphitheater" means unroofed or partially enclosed building or structure used for public assembly and/or entertainment including sports events, theatrical performances, concerts and recitals, circuses, stock shows and conventions. "Amphitheater" shall include stadium, sports arena and outdoor theater, but shall not include an entertainment park or its accessory buildings or structures.

Apartment, Bachelor. "Bachelor Apartment" means a dwelling unit in an apartment house, that combines sleeping, living, cooking and dining facilities into one habitable room. "Light housekeeping room" shall mean the same as bachelor apartment.

Apartment, Efficiency. "Efficiency apartment" means a dwelling unit in an apartment house, that combines sleeping, living, cooking and dining facilities into 2 habitable rooms, one of which shall be a kitchen. "Single apartment" and "efficiency living unit" mean the same as efficiency apartment.

Apartment, One-Bedroom. "One-bedroom apartment" means a dwelling unit in an apartment house, that contains a maximum of 3 habitable rooms, one of which shall be a kitchen.

Apartment, Two or More Bedroom. "Two or more bedroom apartment" means a dwelling unit in an apartment house that contains more than 3 habitable rooms.

Area, Net. "Net area" means the total area within the lot lines of a lot or parcel of land after public street easements or other areas to be dedicated or reserved for public uses are deducted from such lot or parcel. Does not include trails easement, or landscape easement for lots of less than 7,000 square feet.

"Automobile dismantling yard" means any premises used for the dismantling or wrecking of motor vehicles and trailers required to be registered under the Vehicle Code of the state of California including the buying, selling or dealing in such vehicles or integral parts or component materials thereof, and the storage, sale or dumping of dismantled, partially dismantled or wrecked inoperative vehicles and trailers.

Automobile dismantling shall not include the incidental storage of inoperative or disabled vehicles in connection with the legal operation of an automobile repair garage or automobile body and fender repair shop.

"Automobile impound yard" means any premises used for the temporary storage of vehicles which have been legally removed or impounded at the direction of a peace officer or by judicial order from public or private property as prescribed by law.

"Automobile parking space," as used in this title, means any permanently maintained space on the same lot or parcel of land as is located the structure it is designed to serve, so located and arranged as to permit the storage of, and be readily accessible under its own power to, a passenger automobile of average size. "Automobile storage space" means automobile parking space.

"Automobile repair" means general repair including but not limited to replacement of parts, engine and transmission rebuilding, electronic diagnosis, brakes and alignment, muffler and exhaust replacement, radiator repair or replacement, reconditioning and restoration; maintenance including tune up, oil

change, and lubrication; damage repair including but not limited to body work, frame repair, upholstery and painting.

"Automobile service station" means uses where the primary business is the sale of motor vehicle fuels (including but not limited to alternative fuels such as compressed natural gas (CNG), liquified petroleum gas (LPG), and electric recharging stations), lubricants and other refined petroleum products, and automobile accessories such as tires, batteries, windshield wiper blades and other incidental auto parts, and may also offer minor automobile repair services, but not convenience items such as food or drink other than from vending machines.

"Basement" means that portion of a building between floor and ceiling, which is partly below and partly above grade (as defined in this section), but so located that the vertical distance from grade to the floor below is less than the vertical distance from grade to ceiling.

Biosolid Material. "Biosolid material" shall have the same meaning as "Sludge."

"Borrow pit" means the same as quarry.

"Buildable area" means that portion of the lot remaining after deducting all required setbacks from the lot when considered in conjunction with maximum lot coverage.

"Building" means any structure having a roof supported by columns or by walls and intended for the shelter, housing or enclosure of persons, animals, chattels or property of any kind.

"Building and safety official" means the building and safety official of the city.

Building, Enclosed. "Enclosed building" means a building enclosed on all sides.

"Campground" means a lot or parcel of land designed or used for tent camping including picnic areas, but excluding any structures for permanent human occupancy.

"Caretaker" means:

1. A person employed by and residing on the premises of an employer; or
2. The owner of any commercial/industrial enterprise or a member of his immediate family who assumes the primary responsibility for the necessary repair, maintenance, supervision or security of the real or personal property of the employer or owner which is located on the same or contiguous lots or parcels of land.

"Cargo container" means and includes, without limitation, a pre-manufactured, assembled reusable structure, typically made of metal but which can be made of other materials, that is delivered to a property in the city for use by an owner, occupant or licensed contractor as storage for construction materials and equipment, household items or other personal property. "Cargo container" includes, without limitation, vessels designed for packing, shipping or transportation of freight, articles, goods or commodities, and includes containers that are designed for and capable of being moved by railcar, motor vehicle, or ship. "Cargo container" does not include a storage shed or other structure that is or may be assembled at a property.

"Cellar" means that portion of a building between floor and ceiling which is wholly or partly below grade (as defined in this section) and so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling.

Centerline. Where reference is made to the centerline of any parkway, major or secondary highway, such centerline is deemed to be the centerline established by the county engineer for any proposed or dedicated public way which, in whole or in part, is included in any such parkway, major or secondary

highway. Said established centerlines are those shown on a series of maps entitled "County Surveyor's Maps" or "County Surveyor's Filed Maps" on file in the office of the county engineer, except that, where two or more such centerlines are shown on any map in said series of maps, the centerline labeled "Proposed Centerline" is deemed to be the centerline of the parkway, major or secondary highway.

"Chapter" means a chapter of this title unless some other ordinance or statute is mentioned.

"City" means the city of Lancaster.

"City engineer" means the city engineer of the city. The functions of the city engineer may be performed by the [Director of Development Services](#) ~~public works~~.

"Clean fuel vehicle" shall have the same meaning as stated in division 1 of the Motor Vehicle Code of California.

Co-located Facilities. "Co-located facilities" means wireless telecommunication devices that are attached to existing telecommunication towers or other existing structures such as light standards and power poles.

"Commercial coach" means a structure transportable in one or more sections, designed and equipped for human occupancy for industrial, professional or commercial purposes, which is required to be moved under permit and shall include a trailer coach as defined in Section 18001.8 of the Health and Safety Code.

"Commercial parking lot or building" means a parking area or structure established or operated as a business, providing off-street parking for a fee or charge.

"Commission" means the planning commission of the city of Lancaster.

"Communication equipment building" means a building housing operating electrical and mechanical equipment necessary for the conducting of a public utility communications business, with or without personnel.

["Community care facility" means any State licensed facility, place, or building that is maintained and operated to provide nonmedical residential care, day treatment, adult day care, or foster family agency services for children, adults, or children and adults, including, but not limited to, the physically, handicapped, mentally impaired, incompetent persons, and abused or neglected children and includes those types of facilities defined in section 1502 of the State Health and Safety Code.](#)

~~"Congregate living health facility" means a residential home with a capacity of no more than 6 beds as defined in Section 1250 of the Health and Safety Code.~~

"Consignment store" means a store which, for a mutually agreed upon method of compensation, accepts new or used merchandise to sell on behalf of the owner.

"Dairy" means any place or premises upon which milk is produced for sale or other distribution and where 3 or more cows or 7 or more goats are in lactation.

"Day care center" means any child day care facility other than a family home, and includes infant centers, preschools, and extended day care facilities as defined in Section 1596.76 of the Health and Safety Code.

"Density bonus" means an increased density of at least 25% over the maximum authorized density of the zone which is granted to a developer or property owner of a housing project agreeing to construct a prescribed percentage of lower-income units as defined by the California Government Code Section 65915 et seq.

"Detached living quarters" means living quarters within a detached accessory building located on the same premises as the main building, for use by temporary guests of the occupants of the premises. Such accessory building shall have no plumbing or plumbing facilities of any kind except for space heating, or air conditioning, or both and except in or for the purpose of supplying water to, or disposing of wastes from, a toilet or bathroom.

"Director" means the Director of Development Services~~community development~~ of the City of Lancaster or duly authorized representative(s).

"Domestic animal" means an animal which is commonly maintained in residence with man.

"Duplex" means a building designed or used for residential purposes and containing 2 dwelling units.

"Dwelling unit" or "(DU)" means one or more habitable rooms in a building, portion of a building or mobilehome which is designed, intended to be used, or used for occupancy by one family with facilities for living, sleeping, cooking, eating and sanitation, which are legally constructed, placed or installed in accordance with all applicable provisions contained within this code including, but not limited to, the city building, plumbing, electrical and fire codes. Dwelling unit shall also include any room which contains either a kitchen, kitchenette, cooking facilities or cooking appliance. (See definition of "guest room.")

"Earth station" means structures comprising one or more large parabolic reflectors which may be mounted on a circular control building and all appurtenant equipment necessary for the receiving, amplifying or transmitting of microwave signals in connection with a public utility communication route or system employing such earth stations and satellites in space.

"Electric distribution substation" means an assembly of equipment which is part of a system for the distribution of electric power where electric energy is received at a subtransmission voltage and transformed to a lower voltage for distribution for general consumer use.

"Electric transmission substation" means an assembly of equipment which is part of a system for the transmission of electric power where electric energy is received at a very high voltage from its source of generation by means of a network of high voltage lines and where, by means of transformers, said high voltage is transformed to a lower sub-transmission voltage for purposes of supplying electric power to large individual consumers, interchange connections with other power producing agencies or electric distribution substations for transformation to still lower voltage for distribution to smaller individual users.

"Electric vehicle (EV)" means an automotive-type vehicle for highway use, such as passenger automobiles, buses, trucks, vans and the like, primarily powered by an electric motor that draws current from a rechargeable storage battery, fuel cell, photovoltaic array or other source of electrical current. For the purpose of this title, electric motorcycles and similar type vehicles and off-road self-propelled electric vehicles such as industrial trucks, hoists, lifts, transports, golf carts, airline ground support equipment, tractors, boats, and the like are not included within the definition of electric vehicle. If any significant difference, as determined by the Director, exists between this definition and the definition of electric vehicle as stated in the National Electrical Code, then the definition as stated in the National Electrical Code shall apply.

"Electric vehicle charging station (EVCS)" means a location, either within a building or out-of-doors, which is properly and legally equipped with an electric vehicle connector and at which an electric vehicle may park, connect and charge its electrical storage system.

"Electric vehicle supply equipment" means the conductors, including the ungrounded, grounded and equipment grounding conductors, the electric vehicle conductors, attachment plugs, and all other fittings, devices, power outlets or apparatuses installed specifically for the purpose of delivering energy from the premises wiring to the electric vehicle. If any significant difference, as determined by the Director, exists between this definition and the definition of electric vehicle supply equipment as stated in the National Electrical Code, then the definition as stated in the National Electrical Code shall apply.

"Emergency shelter," as defined in health and safety code 50801(e), means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

"Entertainment park" means an entertainment or amusement complex developed as a regional visitor tourist attraction and organized around a central theme such as amusement rides and attractions, tours or exhibitions, including all related accessory uses, buildings and structures designed and operated for patron participation and pleasure in conjunction therewith.

"Equivalent financial value" means the cost to the developer/property owner based on the land cost per dwelling unit. This is determined by the difference in the value of land with and without the density bonus.

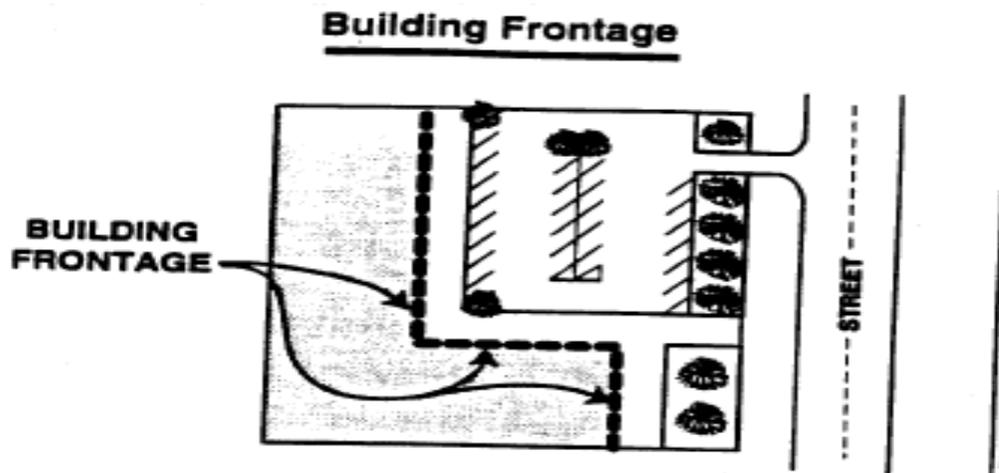
"Family" means an individual or two more persons living in a single dwelling unit. "Family" also mean the persons living together a residential facility, including transitional and supportive housing.

"Family day care home" means a home which provides care, protection and supervision of 12 or fewer children, in the provider's own home, for periods of less than 24 hours a day, while the parents or guardians are away, as defined in Section 1596.78 of the Health and Safety Code and includes the following:

1. "Large family day care home" means a home which provides family day care to 7 to 12 children, inclusive, including children under the age of 10 years who reside at home.
2. "Small family day care home" means a home which provides family day care to 6 or fewer children, including children under the age of 10 years who reside at the home.

"Floor area ratio" means the numerical value obtained through dividing the aboveground gross floor area of a building or buildings located on a lot or parcel of land by the total area of such lot or parcel of land.

Frontage, Building. "Building frontage" means that exterior building wall of a ground floor business establishment on the side or sides of the building fronting and/or oriented toward a public street, highway or parkway. Building frontage shall be measured continuously along said building wall for the entire length of the business establishment, including any portion thereof which is other than parallel to the remainder of the wall.



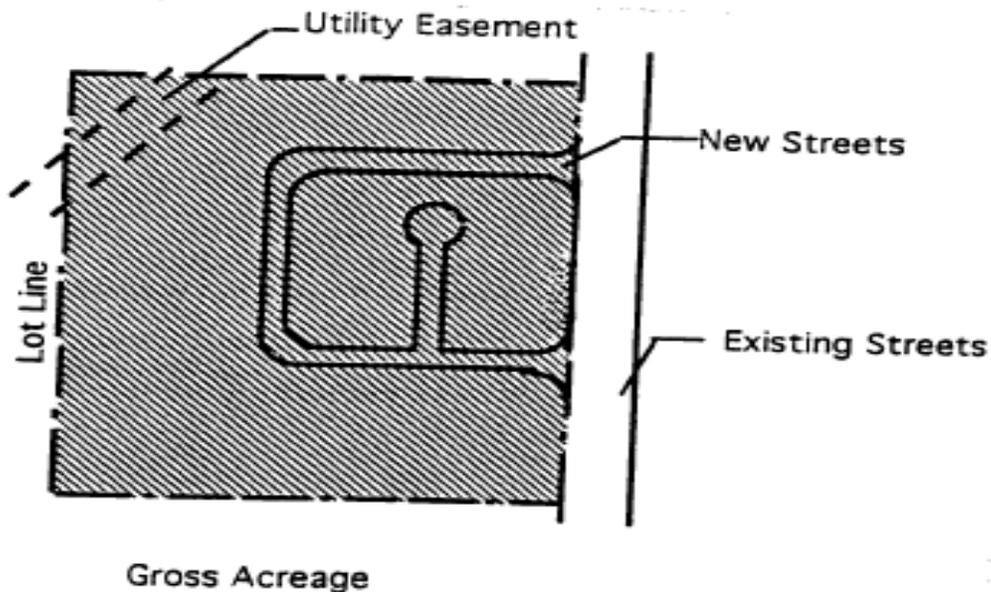
Frontage, Street or Highway. "Street or highway frontage" means that portion of a lot or parcel of land which borders a public street, highway or parkway. Street or highway frontage shall be measured along the common lot line separating said lot or parcel of land from the public street, highway or parkway.

Garage, Residential. "Residential garage" means an enclosed building, or portion thereof, used for the storage of motor vehicles owned or operated by residents, and for storage and other uses related to normal household purposes.

"General plan" means the adopted general plan of the city and all subsequent amendments thereto.

"Grade" (ground level) is the average of the finished ground level at the center of all walls of a building. In case walls are parallel to and within five feet of sidewalks, the above ground level shall be measured at the sidewalks.

"Gross acreage" means the total area within the boundary lines of a lot or parcel of land before public streets, easements, or other areas to be dedicated or reserved for public uses are deducted from such lot or parcel, and does not include adjacent lands already dedicated for such purposes.



"Gross floor area" means the total horizontal area of all the floors of a building enclosed within the surrounding walls, exclusive of areas within a building designed and used for the parking of vehicles.

"Guest house" means living facilities having no kitchen or cooking facilities, located on the same premises with the main building, which is provided for the sole use of family members, temporary guests, or persons permanently employed on the premises. The guest house shall be either attached or detached with a separate entrance and the floor area is limited to 500 square feet. The structure shall comply with all yard, coverage and other provisions of the title for the main dwelling unit and may not be rented. (See definition for "detached living quarters.")

"Guest ranch" means any property operated as a ranch which offers guest rooms for rent or hire and which has outdoor recreational facilities such as horseback riding, swimming or hiking.

"Guest room" means one habitable room with facilities for sleeping and sanitation which does not contain a kitchen, kitchenette, cooking facilities or cooking appliance(s) (the term "cooking appliance" does not include coffee pots or refrigerators) and is designed, intended to be used, or used as temporary sleeping accommodations for any person.

"Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment; or as this definition is hereafter amended by the state of California.

["Health facility" means a facility, place, or building that is organized, maintained, and operated for the diagnosis, care, prevention, and treatment of human illness, physical or mental, including convalescence](#)

[and rehabilitation and including care during and after pregnancy, or for any one or more of these purposes, for one of more persons, to which the persons are admitted for a 24-hour stay or longer, and include those facilities types defined in 1250 of the Health and Safety Code.](#)

"Health retreat" means any use providing a preventive and rehabilitative health care program on a live-in basis and offering dietary education and control as well as physical therapy including gymnasium and other exercise equipment, solariums, yoga, swimming and outdoor recreational activities. "Health retreat" shall not include hospital, medical office or clinic or nudist camp.

"Heavy equipment" means bulldozers, graders, tractors, plows, cultivators, and similar earthmoving or farming vehicles and tools, and trucks designed to pull detachable trailers and the trailers they pull.

"Heavy equipment training school" means a lot or parcel of land used to train operators in the use of earth-moving and construction equipment including motor graders, bulldozers, rollers, earth-movers, cable and hydraulic shovels, front loaders, drilling equipment, pile drivers, standing and truck cranes, fork lifts, welders and similar equipment.

"Height" means the vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitch or hip roof. In calculating the height, roof structures which comply with the provisions of Chapter 36 of the Building Code, Ordinance No. 2225, shall not be considered.

"Heliport" means any helicopter landing area used, designed or intended to be used for the receiving or discharging of passengers and cargo and shall include any appurtenant facilities for passengers, cargo, or for the servicing, repair, shelter or storage of helicopters.

"Helistop" means any helicopter landing area used, designed or intended to be used for the receiving or discharging of passengers and cargo but shall not include other appurtenant facilities permitted at a heliport other than a shelter for passengers.

"Highway line" means the ultimate right-of-way established for a regional, primary, secondary, or other arterial street or any other street by the general plan, by this title, or by Title 16 of this code. Such line is coterminous with the lot line on property adjoining a fully widened arterial or other street.

"Hog ranch" means any premises where 3 or more weaned hogs are maintained.

"Home occupation" means a use conducted for monetary gain within the boundaries of one's property, which use is incidental and secondary to the use of the property for residential purposes, and does not change the residential character or appearance of the dwelling, or adversely affect the uses permitted in the residential zone. These provisions do not apply to uses which are permitted as a matter of course within residential zones.

"Hospital" means any institution, place, building or agency licensed by the Departments of Public Health or Mental Hygiene of the state of California, which maintains and operates organized facilities for the diagnosis, care and treatment of human illness, including care during and after pregnancy. Hospital includes sanitarium, sanatorium, maternity home and convalescent hospital.

Hospital, Small Animal. "Small animal hospital" means any facility providing medical or surgical treatment, clipping, bathing, or other services, including incidental boarding to dogs, cats and other small animals.

"Hotel" means any building containing 6 or more completely furnished guest rooms or dwelling units, the majority of which have an entrance directly from an inside corridor, with automobile parking spaces provided on the lot or parcel of land for such guest rooms or dwelling units as required therefor, and

such guest rooms or dwelling units are designed, intended to be used, or used for temporary sleeping purposes by registered guests. No hotel shall be allowed to have more than 40% of its total gross floor area devoted to dwelling units. (See definition of "dwelling unit.")

Household Appliance, Large. "Large household appliance" means a tool or machine designed for a particular household use, which is operated by gas or electricity. A large household appliance includes stoves, furnaces, refrigerators, washers, dryers, and similar devices of like size.

"Junk and salvage" means old, secondhand or scrap ferrous and nonferrous metals, paper and paper products including roofing and tar paper, cloth and clothing, wood and wood products, manufactured rubber products, rope, manufactured plastic products, paint, manufactured clay and porcelain products, trash, and similar materials, and shall include dismantled machinery, equipment and parts. Junk and salvage shall also include the baling of cardboard boxes, paper and paper cartons.

"Junk and salvage yard" means any premises, establishment or place of business which is maintained, operated or used for storing, keeping, buying, selling or dismantling of junk and salvage.

"Kitchen" means any room, all or part of which is designed and used for the storage, refrigeration, cooking and preparation of food.

"Land reclamation project" means a project established to restore otherwise unsuitable land to useful purposes through the use of fill materials such as rubbish, waste, excluding sludge or biosolid materials, soil and other unwanted materials. "Land reclamation project" shall include a dump or waste disposal facility.

"Landscape maintenance" means the regular, periodic care that is necessary to keep landscaped areas active and healthy and shall include but not be limited to weed and trash removal, cultivation, irrigation, fertilizing, pruning and replacement of damaged, dying or dead plants with the approved species.

"Landscaping" means the preparation of the ground and the subsequent planting of trees, shrubs, vines, ground cover, flowers, or lawns singly or in combination with each other. In addition, the combination or design may include natural features such as rock or stone and structural features including but not limited to fountains, sculpture, walls, fences, and street furniture.

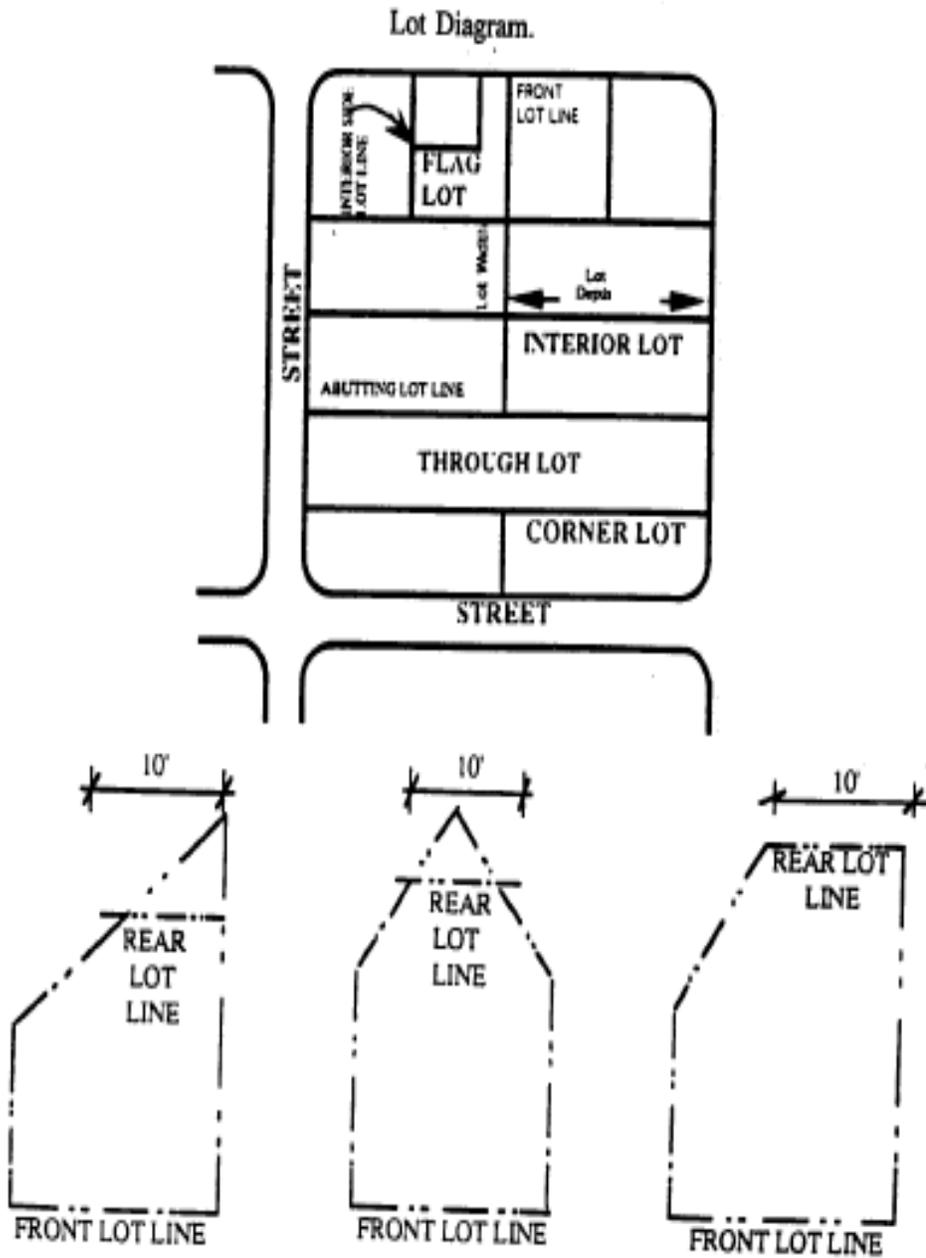
"Lodger" means a person who occupies a rented room in the house of another.

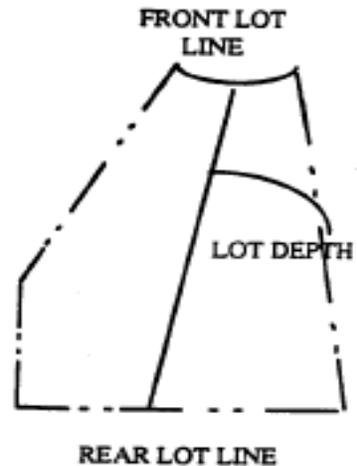
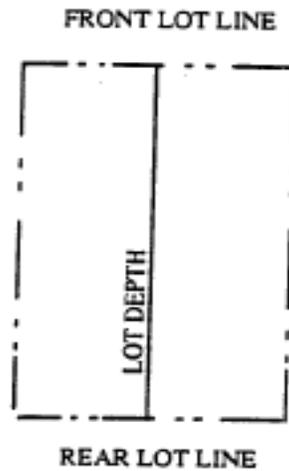
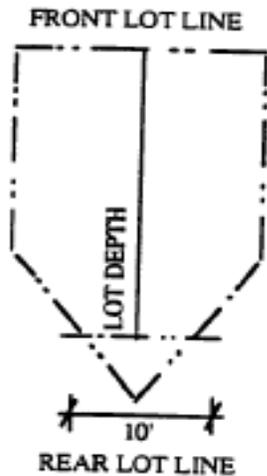
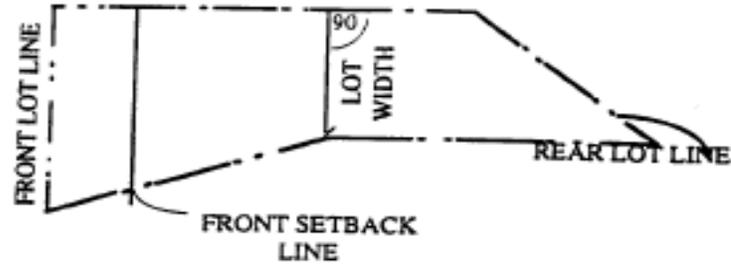
~~"Long-term health care facility" means any facility licensed in accordance with state law that is any of the following: skilled nursing facility, intermediate care facility, intermediate care facility/developmentally disabled, intermediate care facility/developmentally disabled habilitative, intermediate care facility/developmentally disabled nursing, nursing facility, pediatric day health and respite care facility. This definition does not include a general acute care hospital or an acute psychiatric hospital, except for that distinct part of the hospital that provides skilled nursing facility, intermediate care facility or pediatric day health and respite care facility services.~~

Lot, Corner. "Corner lot" means a lot or parcel of land situated at the intersection of two or more parkways, highways or streets, which parkways, highways or streets have an angle of intersection measured within said lot or parcel of land of not more than 135 degrees.

"Lot coverage" means the total horizontal area of a lot, parcel or building site covered by any building which extends more than 3 feet above the surface of the ground and including any covered vehicular parking spaces.

"Lot depth" means the horizontal distance from the highway line to the rear lot line of the lot or parcel of land, measured from the midpoint of the highway line, where it fronts the lot, to the midpoint of the rear lot line. (See also the definition of "highway line.")





Lot, Flag. "Flag lot" means a lot or parcel of land taking access by a strip, the owner of which lot or parcel of land has fee simple title to said strip extending from the main portion of the lot or parcel of land to the adjoining parkway, highway or street.

Lot, Interior. "Interior lot" means a lot or parcel of land other than a corner or flag lot.

"Lot line" means a boundary line of a lot or of a parcel of land.

Lot Line, Front. "Front lot line" means a line separating the front yard from the parkway, highway or street upon which the yard fronts or, in the case of a flag lot where the front yard is oriented toward an adjoining lot, the line separating such front yard from said adjoining lot.

Lot Line, Rear. "Rear lot line" means a lot line which is opposite and most distant from the front lot line. For a triangular or gore-shaped lot, the rear lot line shall mean a line 10 feet in length within the lot which is parallel to the front lot line, or parallel to the chord of a curved front lot line, and at the maximum distance from the front lot line.

Lot Line, Side. "Side lot line" means any lot boundary line which is not a front lot line or a rear lot line.

Lot, Through. A "through lot" means a lot having frontage on two parallel or approximately parallel parkways, highways and/or streets.

"Lot width" means the horizontal distance between side lot lines as measured at a right angle from the midpoint of a straight line drawn in accordance with the definition of "lot depth."

"Low and very low income households" means income limits published by the State Department of Housing and Community Development. This definition applies to both for-rent and for-sale housing.

"Major highway" means a major highway or primary arterial designated on the circulation element of the general plan.

"Major wireless telecommunication facilities" means self-supporting, ground mounted facilities that exceed the maximum allowable height in the zone in which they are located. These facilities require Federal Communications Commission and Federal Aviation Administration review. The design of these structures shall best match the background color scheme as seen from the primary roadways adjacent to the site. Ground mounted cabinetry shall complement the adjacent buildings in color and material treatment. Typical major wireless telecommunication facilities include paging and data transfer services or personal communication services (PCS), and cellular telephone towers.

"May" is permissive.

"Microwave station" means a building housing equipment necessary for the receiving, amplifying or transmitting of microwave signals, including necessary antenna systems, along a communications route or system which employs microwave frequencies assigned by the Federal Communications Commission.

"Ministorage warehouse" means a warehouse and associated office and/or residence designed and intended to serve the storage needs of a variety of users from individuals to businesses on a rental basis.

"Mini wireless telecommunication facilities" means accessory structures attached to roof tops or buildings as an accessory or complementary use to the primary land use on the site. These structures do not exceed 10% of the height of the buildings on which they are mounted and must be fully enclosed or designed in a way that is consistent with the architectural design of the buildings on-site. Typical uses of mini wireless telecommunication facilities include building to building communications, local dispatch facilities, and small satellite communications facilities.

"Minor wireless telecommunication facilities" means freestanding structures essential to the primary use of the property and which do not exceed the height limit in the zone in which they are located. The structure can be roof or building mounted or solely ground mounted and be consistent with the design of the existing buildings on-site. Typical minor wireless telecommunication facilities include radio and television towers, regional dispatch facilities, and larger satellite communications facilities.

"Mixed use development" means the development of two or more land uses including, but not limited to a combination of residential, commercial or industrial uses on a single parcel of land or in a physically integrated group of structures.

"Mobilehome" means either of the following:

1. A structure transportable under permit in one or more sections, designed and equipped to contain not more than two dwelling units to be used with or without a foundation system; or
2. A structure transportable under permit in one or more sections, designed to be used with a foundation system for any of the following purposes:
 - a. Three or more dwelling units, as defined in Section 18003.3 of the Health and Safety Code,
 - b. A dormitory. A dormitory shall mean a room or rooms inhabited for the purposes of temporary residence by two or more persons,
 - c. A residential hotel, as defined in Section 50519 of the Health and Safety Code,

d. Efficiency units, as defined in Section 17958.1 of the Health and Safety Code.

Mobilehome does not include a recreational vehicle, commercial coach, or factory-built housing as defined in Section 19971 of the Health and Safety Code. The handicap accessibility and adaptability requirements of Title 24 of the California Code of Regulations applicable to dormitories, hotels and apartment houses shall be applicable to mobilehomes constructed for those purposes.

"Mobilehome lot" means a lot created through the approval of a mobilehome subdivision by the city.

"Mobilehome park" means any area or tract of land where two or more mobilehome spaces are rented or leased or held out for rent or lease to accommodate manufactured homes or mobilehomes used for human habitation as defined in Section 18211 of the Health and Safety Code.

"Mobilehome space" means an area of land within a mobilehome park designed for the accommodation of one mobilehome which is rented or leased by the owner or occupant of a mobilehome for placing a mobilehome thereon for residential purposes.

"Mobilehome subdivision" means the division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units into lots, for the purpose of sale of such lots, for use as individually owned sites for the installation of mobilehomes on foundation systems.

"Mobile recycling unit" means an automobile, truck, trailer or van, licensed by the department of motor vehicles which is used for the collection of recyclable materials. A mobile recycling unit also means the bins, boxes or containers transported by trucks, vans or trailers, and used for the collection of recyclable materials.

"Model home" means a dwelling unit which is constructed upon a proposed or recorded lot in a subdivision for which a tentative map has been approved or a final map recorded, and which is intended to be temporarily utilized as an example of a dwelling unit which has been, or is proposed to be, built in the same or similar subdivision or within a three mile city radius of the approval location. The number of model homes in a subdivision shall not exceed the number of separate and distinct floor plans offered by the developer. (A reverse or mirror image of an offered floor plan shall not be considered as a separate floor plan.)

"Model studio" means:

1. Any premises on which there is conducted the business of furnishing figure models who pose for the purpose of being observed or viewed by any person or of being sketched, painted, drawn, sculptured, photographed, or otherwise similarly depicted for persons who pay a fee or other consideration or compensation or a gratuity for the right or opportunity so to depict the figure model, or for admission to or for permission to remain upon or as a condition of remaining upon the premises; and/or
2. Any premises where there is conducted the business of furnishing or providing or procuring for a fee or other consideration or compensation or gratuity, figure models to be observed or viewed by any persons or to be sketched, painted, drawn, sculptured, photographed, or otherwise similarly depicted.

"Motel" means a single building or group of attached or detached buildings containing completely furnished guest rooms or dwelling units, the majority of which have a separate entrance directly from outside the building, with conveniently located automobile parking spaces provided on the lot or parcel of land for such rooms or dwelling units as required therefor, which are designed, intended to be used, or used wholly or in part for the accommodation of registered guests who are primarily transient

automobile travelers. No motel shall be allowed to have more than 40% of its total gross floor area devoted to dwelling units. "Motel" shall also include auto courts, motor lodges and tourist courts. (See definition of "dwelling unit.")

"Multiple-family project" means a building, or a portion of a building designed or used for occupancy by three or more families, living independently of each other and containing three or more dwelling units.

"Nightclub" means a place of entertainment, typically open at night, usually serving food and/or alcoholic beverages, which may have a floor show and/or offer live or recorded entertainment or music and/or space for dancing. A use that contains these operational characteristics shall be deemed a nightclub even if alcoholic beverages are not served.

"Nonconforming building or structure" means, unless otherwise specified by this title, any building or structure that was lawfully established and in compliance with all applicable ordinances and laws at the time this title or any amendment thereto became effective, but which, due to the application of this title or any amendment thereto, no longer complies with all the applicable regulations and standards of development in the zone in which it is located.

"Nonconforming use" means any use of land or property that was lawfully established and in compliance with all applicable ordinances and laws at the time this title or any amendment thereto became effective, but which due to the application of this title or any amendment thereto, no longer complies with all of the applicable regulations and standards of the zone in which it is located.

"Nudist camp" means any place where three or more persons not all members of the same family congregate, assemble, associate or engage in any activity while without clothing or covering or with partial clothing or covering but with any pubic area or any portion of the crease of the buttocks exposed in the presence of others or of each other, other than an occasional gathering in, or on the premises of a private home. Nudist camp includes growth center.

"Nuisance" means everything that endangers life, the public health, safety and welfare, gives offense to the senses, violates the laws of decency, or obstructs the reasonable and comfortable use of property by the owner or the occupant.

"Oath" means and includes affirmation.

"Open space" means space upon the land which is unoccupied by buildings, driveways and parking areas.

Open Space, Private. "Private open space" means open space which is intended for the exclusive use of the owner or tenant of a dwelling unit, which abuts said dwelling unit and is bounded by a wall, fence or landscaping on at least two sides, and may include a patio or balcony (covered or uncovered).

Open Space, Public. "Public open space" means open space which is available for use by the public at large.

Open Space, Usable Common. "Usable common open space" means open space which is available for use by all residents of the development and which is landscaped with lawns, trees and shrubs, and may contain paved walkways, patios, swimming pools, and similar improvements. Such open space shall have no dimension thereof less than 10 feet and area thereof not less than 200 square feet. All usable common open space shall be exclusive of required yards.

"Ordinance" means an ordinance of the city of Lancaster.

"Outdoor festival" means any music festival, dance festival, rock festival or similar musical activity to which both of the following apply:

1. Attendance by more than 500 persons is desired or may reasonably be expected; and
2. The festival will be held at any place other than in a permanent building or permanent installation which has been constructed for the purpose of or is so constructed that it can be used for conducting such activities.

It is immaterial whether music will be provided by paid or professional, or amateur performers or by prerecorded means; or whether admission is to be charged.

"Outside display" means the placement of goods, equipment, merchandise or exhibits at a location visible to the public view, other than within a building.

"Outside storage" means the storage of goods, equipment or materials outside of a building for any purpose other than outside display.

"Parcel of land" means a contiguous quantity of land, owned by, or recorded as the property of the same claimant or person, or in the possession of the same claimant or person pursuant to a recorded lease with a term of not less than 20 years.

"Pawnshop" means an establishment where a pawnbroker loans money on the security of personal property which is pledged in his keeping.

"Person" means any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, syndicate, county, city and county, municipality, district or other political subdivision, or any other group or combination acting as a unit.

"Pest control operator" means a person who engages in the business of eradicating or controlling any pest which is or is liable to be dangerous or detrimental to agriculture by the application of any substance, method or device, or who engages in the business of preventing, destroying, repelling, mitigating or correcting any disorder of plants by the same means or both. "Pest control operator" does not include a person engaged in the business of termite eradication or control.

Plot Plan. Whenever this title refers to a "plot plan" or "plan" it shall be construed to mean a site plan.

"Pool hall" means any entertainment establishment which has more than four pool tables or in which more than 50% of the gross floor area is devoted to pool tables and the space required to use such tables.

"Portable sign" means a freestanding sign not permanently affixed, anchored or secured to either the ground or a structure on the premises it occupies.

"Pot-bellied pig" means a pig classified as *Sus scrofa jubatus* Muller, or *Sus scrofa (cristatus) vittatus*, as commonly referred to as a Vietnamese pot-bellied pig, which stands no higher than 20 inches at the shoulder and is no longer than 40 inches from the tip of the head to the end of the buttocks, and weighs no more than 120 pounds. When such animals are located in an R zone they shall be registered with a nationally recognized registry as one of the above species of pot-bellied pigs and considered as pets.

"Premises" means any lot or lots and the buildings, structures, or other improvements located thereon.

"Principal use" means a primary or dominant use established, or proposed to be established, on a lot or parcel of land.

"Private property" means any property other than public property.

"Project grading" means any excavation or fill or combination thereof, necessary and incidental to impending building construction or other lawful development of the premises. Impending building

construction or other development as used in this section shall mean the initiation of such construction or development within one year of the date of application.

"Property line" means lot line.

"Pro shop" means an incidental commercial use operated in conjunction with, and on the same premises as a principal recreational use, which offers for retail sale sporting equipment and supplies customarily utilized in participating in such recreational activity. "Pro shop" does not include a general sporting goods store.

"Public property" means any real or personal property in which the city or any other governmental entity or any publicly regulated utility company possesses an ownership interest. Public property shall include, without limitation, any street, sidewalk, curb, curbstone, street lamp post, hydrant, tree, tree stake or guard, railroad trestle, electric light, power, telephone or telegraph system, any lighting system, public bridge or wall, drinking fountain, life preserver, lifesaving equipment, street sign, traffic sign or signal, street median, public park, or other publicly owned property or structure.

"Public utility service center" means any buildings or premises used for the administration of public utility repair, maintenance and installation crews including parking for vehicles, not to exceed 2 tons rated capacity, but not including warehouses or storage yards.

"Public utility service yard" means any buildings or premises used for the office, warehouse, storage yard, or maintenance garage of a public utility including microwave repeater stations when incorporated as a part of the service yard use.

"Quarry" means any place on a lot or parcel of land where dirt, soil, sand, gravel, rock, clay, decomposed granite, or other similar material is removed by excavation or otherwise. Quarry shall include mining operations for the removal of ores, precious stones, or other solid materials but shall not include project grading.

Recreation Club, Commercial. "Commercial recreation club" means a commercial enterprise offering the use of outdoor recreational facilities to the public.

Recreation Club, Private. "Private recreation club" means an association of persons who are bona fide members, paying regular dues, and organized to provide outdoor recreational facilities for members and their guests but not including an association organized primarily to render a service customarily carried on as a commercial enterprise.

Recreation Facilities, Neighborhood. "Neighborhood recreation facilities" means outdoor recreation facilities established by an association of persons who are bona fide members and operate as a nonprofit corporation to provide outdoor recreation facilities for residents in the immediate vicinity and their guests. Such facilities may include a clubhouse, changing rooms and similar subordinate facilities in conjunction with the outdoor recreation activity but shall not include a restaurant, bar or pro shop.

"Recreational trailer park" means any area or tract of land, within an area zoned for recreational use, where one or more lots are rented or leased or held out for rent or lease to owners or users of recreational vehicles or tents and which is occupied for temporary purposes.

"Recreational vehicle" means a motor home, travel trailer, truck camper or camping trailer, with or without motive power, designed for human habitation for recreational or emergency occupancy as defined in Section 18010 of the Health and Safety Code.

"Recyclable material" means reusable material including but not limited to metals, glass, plastic and paper, which are intended for reuse, remanufacture, or reconstitution for the purpose of using the

altered form. Recyclable material does not include refuse or hazardous materials. Recyclable material may include used motor oil collected and transported in accordance with Section 25250.11 and 25143.2(b)(4) of the California Health and Safety Code.

"Recycling facility" means a center for the collection and/or processing of recyclable materials. A "certified recycling facility" or "certified processor" means a recycling facility certified by the California Department of Conservation as meeting the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1986. A recycling facility does not include storage containers or processing activity located on the premises of a residential, commercial or manufacturing use and used solely for the recycling of material generated by that residential property, business or manufacturer. Recycling facilities may include the following:

1. Collection Facility. A collection facility is a center for the acceptance by donation, redemption or purchase, of recyclable materials from the public. Such a facility does not use power-driven processing equipment except as indicated in Article VI of Chapter 17.40, Criteria and Standards for Recycling Facilities. Collection facilities may include the following:
 - a. Reverse vending machine(s);
 - b. Small collection facilities which occupy an area of not more than 500 square feet, and may include:
 - 1) A mobile unit,
 - 2) Bulk reverse vending machines or a grouping of reverse vending machines occupying more than 50 square feet,
 - 3) Kiosk type units which may include permanent structures,
 - 4) Unattended containers placed for the donation of recyclable materials;
 - c. Large collection facilities which may occupy an area of more than 500 square feet and may include permanent structures.
2. Processing Facility. A processing facility is a building or enclosed space used for the collection and processing of recyclable materials. "Processing" means the preparation of material for efficient shipment, or to an end-user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning and remanufacturing. Processing facilities include the following:
 - a. A light processing facility occupies an area of under 45,000 square feet of gross collection, processing and storage area and has up to an average of 2 outbound truck shipments per day. Light processing facilities are limited to baling, briquetting, crushing, compacting, grinding, shredding and sorting of source-separated recyclable materials and repairing of reusable materials sufficient to qualify as a certified processing facility. A light processing facility shall not shred, compact or bale ferrous metals other than food and beverage containers.
 - b. A heavy processing facility is any processing facility other than a light processing facility.

"Redevelopment agency" means the redevelopment agency of the city of Lancaster.

Renovation, Exterior Façade. "Renovation, exterior façade" means a resurfacing of an existing building frontage so that the façade and signs are integrated into one unit.

"Required area" means:

1. The area of a lot which is shown as a part of a subdivision for purposes of sale, recorded as a final map or filed as a record of survey map approved as provided in the Subdivision Map Act or as provided in Ordinance No. 4478, entitled "Subdivision Ordinance," adopted March 19, 1945, except that where a parcel which otherwise would have been shown as one lot, is divided into two or more lots because of a city boundary line or a line between land the title to which was registered under the Land Title Law (Torrens Title) and land the title to which was not so registered, in which case "required area" means the area of such parcel; or
2. The area of a lot or parcel of land the right of possession of which, by virtue of a deed duly recorded, or by a recorded contract of sale, is vested in a person who neither owns nor has a right of possession of any contiguous parcel of property; provided, that the deed or contract of sale by which such right of possession was separated has been recorded prior to the adoption by the board of supervisors of the ordinance, which imposes the area requirements upon such lot or parcel of land; or
3. Minimum lot area is specified in the property development regulations of the zone. Required area shall not include the access strip of a flag lot extending from the main portion of the lot or parcel of land to the adjoining parkway, highway or street.
4. Where neither subsection 1, 2 or 3 applies, the required area is:
 - a. In the CPD zone the minimum lot area is 5,000 square feet.
5. A lot shown as such on a subdivision for the purpose of lease only does not have the required area unless it complies with subsection 2, 3 or 4 of this definition.

"Residence" means a building designed as a one-family dwelling unit or a two-family dwelling unit which complies with the current adopted U.B.C. ~~"Residential care facility for the elderly" means a housing arrangement chosen voluntarily by persons 60 years of age or over, or their authorized representative, where varying levels and intensities of care and supervision, protective supervision, or personal care are provided, based upon their varying needs, as determined in order to be admitted and to remain in the facility. Persons under 60 years of age with compatible needs may be allowed to be admitted or retained in a residential care facility for the elderly, as defined in Section 1569.2(k) of the Health and Safety Code.~~

~~"Residential facility" means any family home, group care facility, or similar facility for 24-hour nonmedical care of persons in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual, as defined in Section 1502(a)(1) of the Health and Safety Code.~~

"Reverse vending machine(s)" means an automated mechanical device which accepts at least one or more types of empty beverage containers including, but not limited to aluminum cans, glass and plastic bottles, and issues a cash refund or a redeemable credit slip with a value not less than the container's redemption value as determined by the state. A reverse vending machine may sort and process containers mechanically provided that the entire process is enclosed within the machine. In order to accept and temporarily store all 3 container types in a proportion commensurate with their relative redemption rates, and to meet the requirements of certification as a recycling facility, multiple grouping of reverse vending machines may be necessary. A bulk reverse vending machine is a reverse vending machine that is larger than 50 square feet, is designed to accept more than one container at a time; and will pay by weight instead of by container.

Room, Habitable. "Habitable room" means an enclosed subdivision in a building commonly used for sleeping, living, cooking or dining purposes, excluding closets, pantries, bath or toilet rooms, service

rooms, connecting corridors, laundries, unfinished attics, foyers, storage space, cellars, utility rooms, and similar spaces. For purposes of applying parking space requirements:

1. If any of the above excluded rooms or spaces equals or exceeds 90 square feet of superficial floor area and is capable of being used for living or sleeping purposes, such room or space shall be considered a habitable room; or
2. If any room or space equals or exceeds 150 square feet of superficial floor area and is so designed to be capable of being used for both cooking and living, living and sleeping, or cooking and sleeping purposes, such room or space shall be considered as 2 habitable rooms, except in a bachelor or efficiency apartment. Superficial floor area shall be measured as clear floor space, exclusive of fixed or built-in cabinets or appliances.

"Rooming house and boarding house" means a lodging house, or other building or structure maintained, advertised or held out to the public as a place where sleeping or rooming accommodations are furnished to the whole, or any part of the public whether with or without meals. Rooming house includes fraternity and sorority houses.

"Safety" means and includes a water supply for fire protection which complies with the requirements of Ordinance No. 7834 entitled "water ordinance," adopted August 2, 1960.

"Scenic highway" means a highway within the state scenic highway system of the state of California.

"Scrap metal processing yard" means any establishment or place of business which is maintained, used or operated solely for the processing and preparing of scrap metals for remelting by steel mills and foundries.

"Second dwelling unit" means an additional dwelling unit on a lot or parcel which provides complete independent living facilities and may be rented. For the purposes of this title a granny house is considered a second dwelling unit.

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

"Senior citizens and handicapped persons housing development" means a multiple-family housing development maintained for the occupancy of the elderly in which not more than 10% of the occupants are under 62 years of age, or for handicapped persons whose disabilities seriously restrict operation of a motor vehicle.

"Senior mobilehome park" is a mobile home park in which at least 80% of the spaces are occupied by or intended for occupancy by at least one person who is 55 years of age or older, or in which 100% of the spaces are occupied or intended for occupancy by persons 62 years of age or older.

"Shadow plan" means a diagram of the total area likely to be shaded from the sun on December 21st by an object of given height and dimension.

"Shall" is mandatory.

"Shopping center" means a group of attached commercial buildings, with a common architectural theme, which is designed and intended to house retail commercial uses on a lot(s) or parcel(s) of land with a total net area of 2 acres or more which is planned, developed and managed as an operating unit including the provision of on-site common parking and access to serve each use and its customers.

"Sign" means any name, figure, character, outline, spectacle, display, delineation, announcement, advertising, billboard, signboard, device, appliance, or any other thing of similar nature to attract attention outdoors or on the face, wall or window of any building, and shall include all parts, portions, units and materials composing the same, together with the frame, background and support of

anchorage therefor, as the case may be. Any sign authorized by this title is allowed to contain noncommercial copy in lieu of any other copy.

"Sign area" means the entire surface area, excluding all support structures, of a single-faced sign or the largest face of a sign having 2 or more faces.



Sign Area, Total. "Total sign area" means the sum of the surface areas, excluding all support structural faces of a sign.



Sign, Awning or Entrance Canopy. "Awning or entrance canopy sign" means any sign affixed to an awning or removable canopy not permanently attached to or built as part of a building. Such signs shall be considered the same as a projecting sign for purposes of regulation.

Sign, Building Identification. "Building identification sign" means a sign which contains no advertising matter other than the name and/or trademark and/or address of the building to which it is affixed or of the occupant located therein.

Sign, Bulletin or Special Event. "Bulletin or special event sign" means a changeable copy sign on which bulletins, notices, messages or displays are placed.

Sign, Business. "Business sign" means a sign directing attention to the principal business, profession or industry located upon the premises upon which the sign is displayed, to type of products sold, manufactured or assembled, or to services or entertainment offered on said premises.

Sign, Changeable Copy. "Changeable copy sign" means a sign which is characterized by manually changeable copy, letters, symbols or numerals.

Sign, Civic Organization. "Civic organization sign" means a sign which contains the names of, or any other information regarding civic, fraternal or religious organizations located within an unincorporated community or city but which contains no other advertising matter

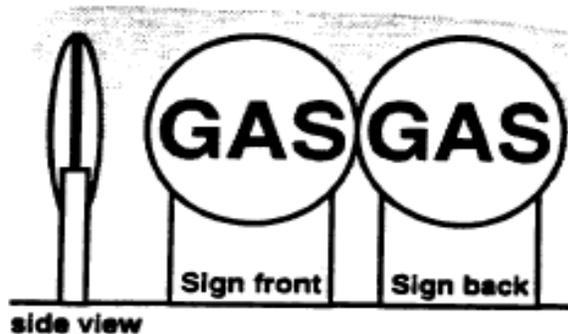
Sign, Community Identification. "Community identification sign" means a sign which contains the name of an unincorporated community or city of the county and appropriate travel directions but which contains no other advertising matter.

Sign, Construction. "Construction sign" means temporary sign denoting the architects, engineers, owners, lenders, contractors, future tenants and others associated with a construction project, but which contains no other advertising matter.

Sign, Directional and/or Informational. "Directional and/or informational sign" means a sign which indicates the route to, direction of, or location of a given goal, or which provides regulatory or service information of a nonadvertising character.

"Sign face" means that portion of a sign intended to be viewed from one direction at one time. Spherical, cylindrical, or other 3-dimensional signs not having conventional sign faces shall be considered to have 2 faces and the area of each sign face shall be computed from the smallest 3-dimensional geometrical shape or shapes which will best approximate the actual surface area of said faces.

Three Dimensional Signs



"Sign face height" means the vertical dimension of a sign face.

"Sign face length" means the horizontal dimension of a sign face.

Sign, Flashing or Scintillating. "Flashing or scintillating sign" means any sign which, by method or manner of illumination, flashes on or off, winks, or blinks with varying light intensity, shows motion or creates the illusion of motion, or revolves in a manner to create the illusion of being on or off.

Sign, Freestanding. "Freestanding sign" means a sign which is placed on the ground or has as its primary structural support one or more columns, poles, uprights or braces in or upon the ground. "Freestanding sign" includes ground, monument, pole, [pylon](#) and post signs.

Sign, Freeway-Oriented. "Freeway-oriented sign" means a sign oriented to be viewed primarily from an adjacent freeway which identifies a business engaged in the provision of food, lodging or motor vehicle fuel, and which is primarily dependent upon said freeway.

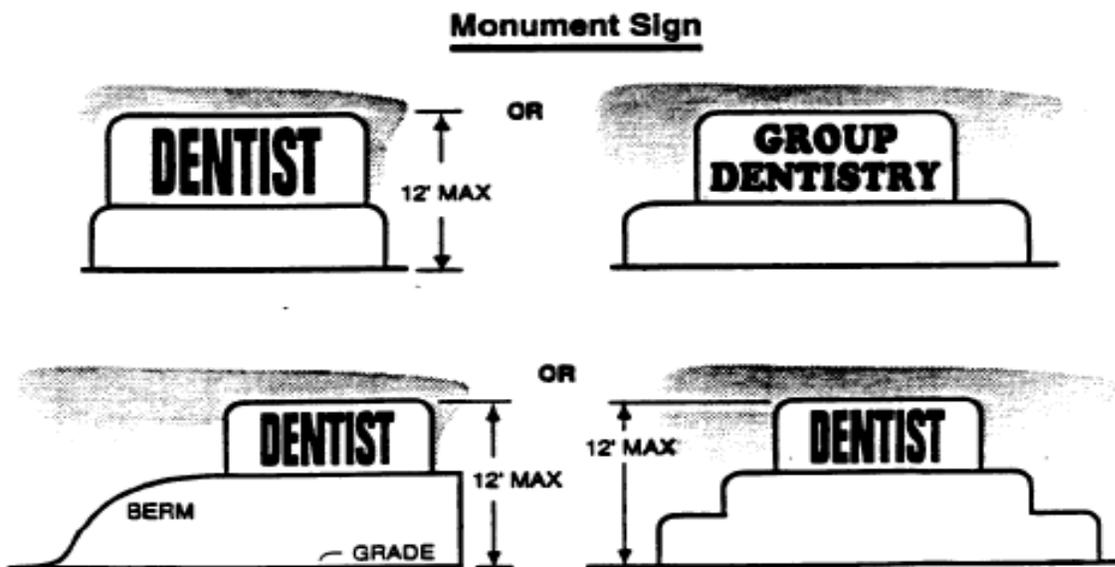
Sign, Fuel Pricing. "Fuel pricing sign" means a sign indicating, and limited to, the brand or trade name, method of sale, grade designation, and price per gallon of gasoline or other motor vehicle fuel offered for sale on the business premises; and such other information as may be required by county ordinance or state law.

Sign, Incidental Business. "Incidental business sign" means a business sign indicating credit cards accepted, trading stamps offered, trade affiliations and similar matters.

Sign, Lighted. "Lighted sign" means a sign which is illuminated by any source whether internal, external or indirect.

Sign, Marquee. "Marquee sign" means any sign painted on or affixed to the perimeter or border of a permanently roofed structure constructed as a part of a building and protruding over public or private sidewalks or rights-of-way. Such signs shall be considered wall signs for purposes of regulation.

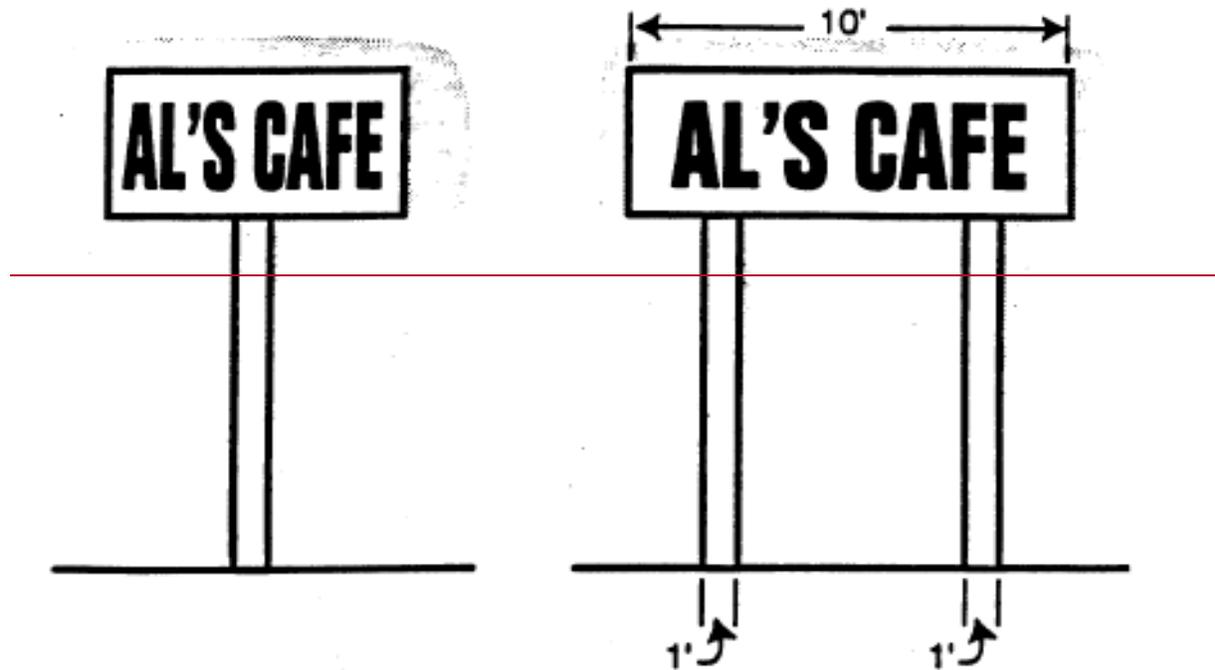
Sign, Monument. "Monument sign" means a freestanding sign which does not exceed 12 feet in height and is supported by an enclosed structure which has at least the same length and width as the sign face it supports.



Sign, Outdoor Advertising. "Outdoor advertising sign" means any sign directing public attention to a business, profession, product or service that is not a primary business, profession, product or service which is sold, manufactured, conducted or offered on the premises where such sign is erected or maintained. "Outdoor advertising sign" includes billboard.

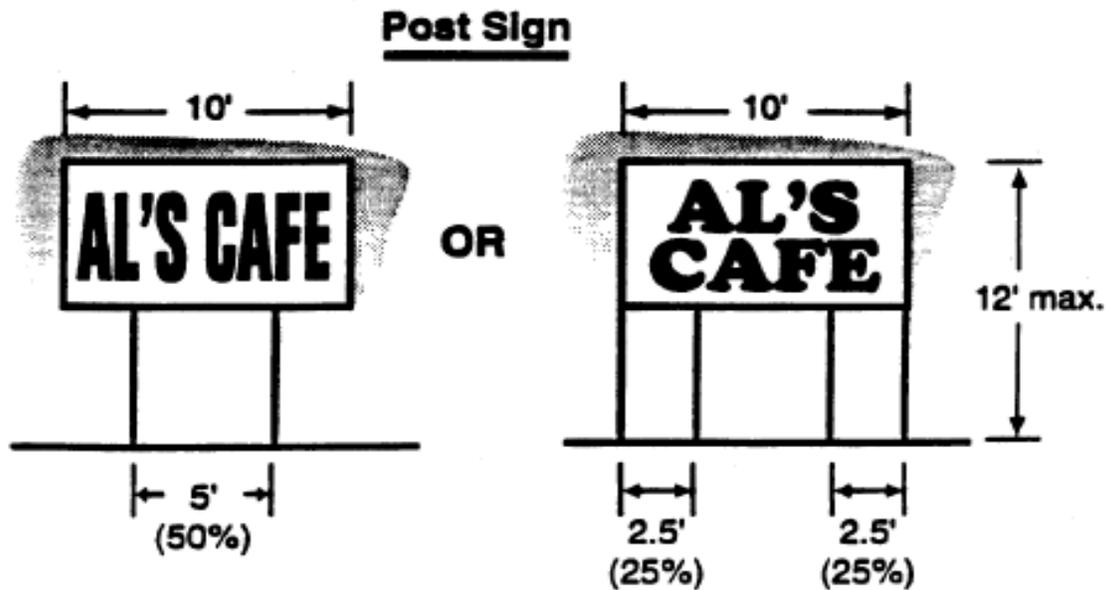
~~Sign, Pole. "Pole sign" means a freestanding sign which is supported entirely by unenclosed poles or uprights in or on the ground. (This definition shall not apply to outdoor advertising signs.)~~

Pole Sign (Prohibited)



Sign, Portable. "Portable sign" means a freestanding sign which is not permanently affixed, anchored or secured to either the ground or a structure on the premises it is intended to occupy.

Sign, Post. "Post sign" means a freestanding sign which is supported by not more than 2 enclosed poles or uprights in or on the ground, and the horizontal dimensions of such enclosure where it faces the same direction as the sign face is not less than 50% of the maximum length of the sign face. Where 2 enclosed poles or uprights are used the sum of the 2 equal horizontal dimensions of the enclosures is not less than 50% of the maximum length of the sign face.



Sign, Project Identification. "Project identification sign" means a sign which displays only the name of a multiple-family development or project and shall be only a wall sign or monument sign.

Sign, Projecting. "Projecting sign" means a sign which is affixed to and wholly supported by an exterior wall of a building or structure other than a wall sign.

Sign, Revolving. "Revolving sign" means a sign or any portion thereof which rotates, moves or appears to move in some manner by mechanical, electrical, natural or other means.

Sign, Roof. "Roof sign" means any sign erected upon and wholly supported by the roof of any building or structure. "Roof sign" shall not include a wall sign affixed to the roof eaves or that portion of an actual or false roof varying less than 45 degrees from a vertical plane as provided by this title.

Sign, Sidewalk. "Sidewalk sign" means a temporary, portable sign typically near or upon a sidewalk.

"Sign structure" means a structure existing, erected or maintained to serve exclusively as a stand, frame or background for the support or display of signs.

Sign, Subdivision Directional. "Subdivision directional sign" means a temporary single-faced sign used for the purpose of providing travel directions to a subdivision development offered for public sale for the first time.

Sign, Subdivision Entry. "Entry subdivision sign" means a temporary sign which provides necessary travel directions to and within a subdivision offered for sale or lease for the first time but contains no other advertising matter.

Sign, Subdivision Kiosk. "Subdivision kiosk sign" means a sign erected for the purpose of providing directional information in a uniform manner to new residential developments offered for sale for the first time to the public. Said sign may identify multiple developments and shall contain no advertising information other than the name of the development and a directional arrow. Subdivision kiosk signs may also contain directional information to public facilities.

Sign, Subdivision Sales. "Subdivision sales sign" means a temporary sign which contains the name of, and information relating to, a subdivision being offered for sale or lease for the first time.

Sign, Subdivision Special-Feature. "Subdivision special-feature sign" means a temporary sign which contains a description of the features and related information pertaining to a model home complex in a subdivision offered for sale or lease for the first time.

Sign, Temporary. "Temporary sign" means any sign which is intended to be posted for a maximum period of one year. Temporary signs include, without limitation as to content, political campaign signs, garage sale signs, search lights, real estate—for sale, lease, rent, or open house signs, holiday decorations, and seasonal sales signs.

Sign, Temporary Personal Message. "Temporary personal message sign" means a sign which is of a temporary nature and which displays only personal, as opposed to commercial, messages from the resident owner or occupant of the residential premises. Such messages may include, but are not limited to, birth announcements, greeting for a birthday or anniversary, and other messages of a personal nature.

Sign, Temporary Window. "Temporary window sign" means any sign painted on a window or constructed of paper, cloth, canvas or other similar lightweight material, with or without frames, and affixed to the interior side of a window and displayed so as to call to the attention of persons outside the building a sale of merchandise or a change in the status of the business.

Sign, Time, Temperature and Public Service. "Time, temperature and public service sign" means a sign which uses any system to display the time of day and/or atmospheric temperature, and which may have the means to display a programmable electronic public service message. Electronic messages of an advertising nature are not permitted on such signs.

Sign, Under-Marquee. "Under-marquee sign" means any sign suspended from the underside of a permanently roofed structure constructed as part of a building and protruding over public rights-of-way or private sidewalks.

Sign, Wall or Wall-Mounted. "Wall or wall-mounted sign" means a sign, other than a roof sign, affixed to and wholly supported by a building in such a manner that its exposed face is approximately parallel to the plane of said building and is not projecting more than 18 inches from the building face or from a permanent roofed structure projecting therefrom.

Wall Sign



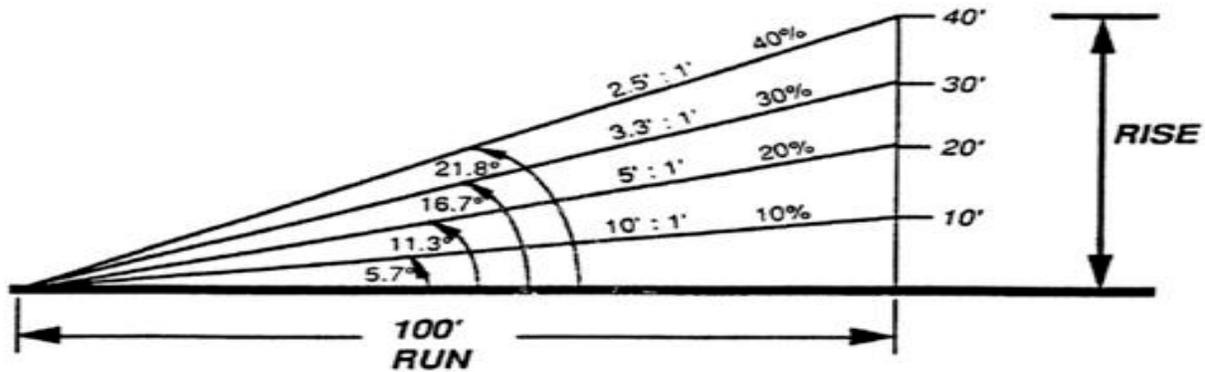
Sign, Window. "Window sign" means any sign which is painted on or otherwise permanently affixed to the display window glass or located inside the building within 3 feet of the display window glass.

"Single-family attached residence" means a building, containing only one kitchen, designed or used to house not more than one dwelling unit, which shares a common wall or walls with another dwelling unit

or units of the same type, and which is located on a separate lot from the unit or units with which it shares a common wall or walls. No such dwelling unit may occupy any space over or above another dwelling unit.

"Single-family detached residence" means a building containing only one kitchen, designed or used to house not more than one dwelling unit, not attached to or sharing a common wall with any other dwelling.

"Slope" means the degree of deviation of surface from the horizontal, usually expressed in percent or degrees.



Slope Percentage = rise / run = (x) feet run to one foot rise

"Sludge" means the accumulated matter, whether mechanically treated, irradiated, digested, stabilized, composted, or untreated, produced in the treatment of wastewater. This includes liquid, semi-liquid, and solid material that has been mechanically dewatered or air dried.

"Solar energy system" means either of the following depending upon the context of the ordinance:

1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage and distribution of solar energy for lot space heating or cooling, or for water heating, or generation of electricity; or
2. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage and distribution of solar energy for space heating or cooling, or for water heating.

"Solid fill" means any noncombustible materials, insoluble in water, such as soil, rock, sand or gravel, that can be used for grading land or filling depressions.

"Solid fill project" means any operation on a parcel of land where more than 1,000 cubic yards of solid fill materials are deposited for any purpose including the grading or reclaiming of land.

Special Use Permit. Whenever this title, or any case granted thereunder, refer to a "special permit" or a "special use permit" it shall be construed to mean a conditional use permit.

Stable, Boarding. "Stable, boarding" means a stable for the boarding of horses, mules or ponies for compensation.

Stable, Commercial. "Stable, commercial" means a stable which offers horses, mules or ponies for hire. Such stables may also offer training for such animals and/or riding instruction. Commercial stables may also board such animals for compensation.

"Stand" means a structure for the display and sale of products with no space for customers within the structure itself.

"Station" means the stopping place in a transportation system designed or intended to be used for the receiving or discharging of passengers and cargo, but shall not provide for the storage of the conveyance vehicle and shall not include any appurtenant facilities other than a shelter and ticketing facilities for passengers. Stations include train stations, bus stations, and similar transit stations.

"Stealth communication facilities" means wireless telecommunication facilities that may be over the height limit in the zone in which they are located, but are designed or camouflaged to blend into the surrounding background environment or be enclosed into the structure upon which they are mounted. Stealth facilities would not be recognizable as a wireless telecommunication device. Examples include wireless telecommunication facilities constructed within church steeples or towers, camouflaged by vegetation, or designed into the construction of other architectural building features.

"Story" is that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the roof above. Story includes a basement but not a cellar.

Street. See Section 16.04.060 of this code for definitions of the various types of streets.

"Structure" means anything construed or erected, which requires a fixed location on the ground, or is attached to something having a fixed location on the ground.

"Subdivision development" means a subdivision located wholly or partially within the city, a final map of which has been recorded prior to the date on which an application for a subdivision directional sign pursuant to the provisions of Section 17.40.220C has been filed.

"Subdivision directional sign base" means the base structure upon which subdivision directional signs are placed.

"Subdivision ordinance" means the subdivision ordinance of the city, codified as Title 16 of this code.

~~"Supportive housing," as defined in Health and Safety Code 50675.14(b), means housing with no limit on length of stay, that is occupied by the target population as defined in subdivision (d) of section 53260, and that is linked to on- or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.~~

~~"Target population" means adults with low income having one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for services provided under the Lanterman Developmental Disabilities Services Act (division 4.5 (commencing with section 4500) of the welfare and institutions code) and may, among other populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, or homeless people.~~

"Telephone repeater station" means a building used for housing amplifying equipment along aerial or underground telephone cable routes.

"Terminal" means any facility designed or intended to be used for the receiving or discharging of passengers or cargo and providing for the temporary or permanent storage of the conveyance vehicle. Terminals include train terminals, airports, bus terminals, freight terminals, harbor terminals, or any combination of the above commonly referred to as multipurpose terminals.

"Theater" means an enclosed building used for public assembly and/or entertainment including sports events, theatrical performances, concerts and recitals, circuses, stock shows and conventions. "Theater" includes auditorium.

"Tower height" means the height of the actual tower plus one-half the rotor diameter on horizontal axis installations, and the distance from the base of the tower to the top of the unit on vertical axis installations.

~~"Transitional housing," as defined in Health and Safety Code 50675.2(h), means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months.~~

"Travel trailer" means a vehicle other than a motor vehicle which is designed for human habitation and which may be moved upon a public highway without a special permit or chauffeur's license.

"Travel trailer park" means any area or tract of land or a separate designated section within a mobilehome park where one or more lots are rented or leased or held out for rent or lease to owners or users of recreational vehicles used for travel or recreational purposes.

"Use" means and includes construction, establishment, maintenance, alteration, moving onto, enlargement and occupation. Wherever this title prohibits the use of any premises for any purposes, such premises and any building, structure or improvement on such premises shall not be used, occupied, altered or improved for such purpose, and no building, structure or improvement on such premises shall be erected, constructed, established, maintained, allowed to remain, altered, moved onto, or enlarged which is designed, arranged or intended to be occupied or used for such purpose.

Veterinary Clinic, Small Animal. "Small animal veterinary clinic" means any facility providing medical or surgical treatment, clipping, bathing and similar services to dogs, cats and other small animals, but excluding boarding or the keeping of animals on the premises other than those requiring emergency treatment or those recovering from anesthetic.

"Video game arcade" means any use where five or more coin-operated games of skill are kept and maintained for public use.

"Waste disposal facility" means any dump, transfer station, land reclamation project, incinerator except household incinerators and wood refuse to be burned in a suitable furnace, or other similar site or facility which is used or intended to be used for the transfer, salvage or disposal of rubbish, garbage or industrial waste. Waste disposal facilities do not stockpile, commercially compost, process, or handle sludge or biosolid materials.

"Wild animal" means any wild, exotic, dangerous or nondomestic animal, including but not limited to mammals, fowl, fish or reptiles.

"Wind energy conversion system" means a mechanism which is designed to utilize the natural movement of air as a means of generating electricity. The following terminology as it pertains to wind energy conversion systems is listed below:

"AWEA" means American Wind Energy Association.

"FAA" means Federal Aviation Administration.

"Guy wires" means wires or cables used in tension to support a tower.

"Non-commercial wind energy system ("NC-WES")" means a small wind energy system suitable for Rural Residential Zone (RR-1 and RR-2.5 only) meeting the requirements of Section 17.08.337, consisting of a

wind turbine, tower, blades, associated controls and conversion electronics, which has a rated capacity that does not exceed the allowable rated capacity under the Emerging Renewables Fund of the Renewables Investment Plan administered by the California Energy Commission and which will be used primarily to reduce on-site consumption of utility power by converting mechanical energy into electricity.

"Tower" means the portion of the NC-WES upon which the wind turbine is mounted.

"Tower height" means the height above grade of the fixed portion of the tower measured from the ground to the top of the tower, excluding the wind turbine, blades and wind-measuring devices.

"USGS" means the United States Geological Survey.

"Vertical axis wind turbine (VAWTS)" means a small scale, non-commercial vertical axis wind turbine system, designed with a vertical axis, suitable for residential zones consisting of a wind turbine, tower, blades, associated controls and conversion electronics, which has a rated capacity that does not exceed the allowable rated capacity under the Emerging Renewables Fund of the Renewables Investment Plan administered by the California Energy Commission and which will be used primarily to reduce on-site consumption of utility power by converting mechanical energy into electricity.

"Wind turbine" means a non-commercial small wind turbine consisting of a wind turbine generator and rotors, which has a rated capacity of not more than one hundred (100) kilowatts (kW) and which converts kinetic energy in wind into mechanical energy.

"Wireless telecommunications facility" means a land use facility supporting antennas whips, panels or microwave dishes that send or receive radio frequency signals. Wireless telecommunication facilities include the structures or towers and related equipment buildings or cabinetry supporting the facility and can be manned or unmanned. Wireless telecommunications do not include noncommercial communication facilities such as licensed amateur radio stations and standard radio and television receive-only antennas.

"Writing" means and includes any form of recorded message capable of comprehension by ordinary visual means. Whenever any notice, report, statement or record is required or authorized by this title, it shall be made in writing in the English language unless it is expressly provided otherwise.

"Yard" means an open space on the same lot or parcel of land, other than a court, unoccupied and unobstructed from the ground upward, except as otherwise permitted by this title.

Yard, Front. "Front yard" means a yard extending across the full width of the lot or parcel of land. The depth of a required front yard shall be a specified horizontal distance between the highway line of any arterial or other street on which the property fronts, and a line parallel thereto on the lot or parcel of land, except as otherwise provided for a flag lot in Section 17.08.170A. On corner lots the front yard shall be located across the narrower frontage of the lot. A yard shall not be deemed a front yard if there is no right of access of any kind, pedestrian or vehicular, from the adjoining arterial or other street.

Yard, Rear. "Rear yard" means a yard extending across the full width of the lot or parcel of land. The depth of the required rear yard shall be a specified horizontal distance between the rear lot line and a line parallel thereto on the lot or parcel of land.

Yard, Side, Corner. "Corner side yard" means a yard bounded by an arterial or other street, extending from the required front yard, or the highway line on which the property fronts where no front yard is required, to the required rear yard or to the rear lot line where no rear yard is required. The width of such required side yard shall be a specified horizontal distance between the highway line of the arterial or other street on which the property sides, and a line parallel thereto on the lot or parcel of land.

Yard, Side, Interior. "Interior side yard" means a yard extending from the required front yard, or the highway line on which the property fronts where no front yard is required, to the required rear yard or to the rear lot line where no rear yard is required on other than a corner side yard. The width of a required interior side yard shall be a specified horizontal distance between each such side lot line and a line parallel thereto on the lot or parcel of land.

Yard, Street Side. "Street side yard" means the same as corner side yard.

(Ord. 900 § 1, 2008; Ord. 896 § 1 (Exh. A §§ 1, 2), 2008; Ord. 862 § 1, 2006; Ord. 849 § 1 (Exh. A § 1), 2005; Ord. 758 § 1 (Exh. A § 1 (part)), 1999; Ord. 753 § 1 (Exh. A § 1 (part)), 1999; Ord. 713 § 1, 1995; Ord. 711 § 3, 1995; Ord. 681 §§ 1, 2, 1995; Ord. 663 § 1, 1994; Ord. 661 § 3, 1994; Ord. 651 § 3, 1993; prior zoning ord. §§ 120—120.25)

(Ord. No. 921, § 1, 6-9-09; Ord. No. 954, § 1, 12-14-2010; Ord. No. 989, §§ 2—5, 7, 4-9-2013)

17.08.050 - Uses and permit requirements.

Residential Zones — Uses Matrix			
USES P = permitted use / D = director's review C = conditional use / N/A = not allowed	ZONES		
	RR-2.5 RR-1 SRR	R-15,000 R-10,000 R-7,000	MDR HDR
A. Uses.			
Single-family house on individual lot	P	P	<u>D</u> N/A
Multi-family: 2 or 3 units	N/A	N/A	D
Multi-family: 4 or more units	N/A	N/A	P
Duplex on single-family corner lot in a new subdivision (minimum dimensions of 100' by 100')	N/A	P	N/A
Residential planned development (RPD)	C	C	C
<u>Health facility</u> ⁷ Assisted living facility/residential care facility	N/A	C [±]	<u>C</u> P
<u>Community care facility</u> Congregate living health facility (up to 6 beds) (six beds or fewer) ⁸	<u>P</u> D	<u>P</u> D	<u>P</u> N/A
Supportive and transitional housing (group homes)	P	P	P
Mobilehome on individual lot	<u>D</u> P	<u>D</u> P	<u>D</u> N/A
Mobilehome parks	Permitted in MHP zone only		
B. Accessory uses.			
Accessory structures/buildings (gazebos, sheds, etc.) <u>(Subject to Section 17.08.160)</u>	P	P	P
Swimming pools and pool equipment <u>(Subject to Section 17.08.160)</u>	P	P	P

Accessory dwelling unit (Subject to Section 17.08.240)	D	D	D N/A ²
Guest house (Subject to Section 17.08.230)	P	P	P N/A ²
Garage conversion (Subject to Section 17.08.220)	P	P	P N/A ²
Small family daycare (up to 7 children)	P	P	P N/A ²
Large family daycare (8 to 14 children) (Subject to Section 17.08.190)	D	D	P N/A ²
Home occupation/home office (Subject to Section 17.08.200)	P	P	P
Electric vehicle charging station (EVCS)	P	P	P
Non-commercial solar energy systems, including building and ground-mounted photo-voltaic (PV) panels	P	P	P
Non-commercial wind energy systems (NC-WES)	D	D	D
Vertical-axis wind turbines (VAWTs)	D	D	D
Cargo containers ³	P	N/A	N/A
Light agricultural uses ³	P	N/A	N/A
Carnivals ⁶	D	D	D
C. Temporary uses.			
Temporary mobilehome as residence during construction	D	D	N/A D
Real estate sales office in conjunction with new subdivision	D	D	D
Model homes in conjunction with new subdivision	D	D	D
Cargo containers (Subject to Section 17.08.170)	P	P	N/A
D. Other uses.			
Adult daycare or day health care	€	€	P

Animal boarding and training; kennels ⁴	C	N/A	N/A
Animal hospital ⁴	C	N/A	N/A
Arboretums and horticultural gardens	C	N/A	N/A
Churches	C	C	C
Colleges and universities	C	C	C
Commercial crop production	P	N/A	N/A
Commercial solar electrical generation facilities ⁴	C	N/A	N/A
Community gardens	D	D	D
Daycare center	C	C	C
Electric distribution substations	C	C	C
Equestrian center; commercial or boarding stables ³	C	N/A	N/A
Expansion of parking lot for institutional uses	D	D	D
Feed stores and related accessory uses ³	C	N/A	N/A
Gas metering and control stations	C	C	C
Golf courses and driving ranges, and accessory facilities	C	C	C
Land reclamation projects ⁴	C	N/A	N/A
Neighborhood wellness home	D	D	D
Parking lots as a transitional use	D	D	D
Radio and television stations and towers ³	C	N/A	N/A
Retail nurseries ³	C	N/A	N/A

Rooming and boarding houses	N/A	N/A	C
Schools, not including trade or commercial schools	C	C	C
Single-room occupancy (SRO) (Subject to 17.08.245)	N/A	N/A	D
Water reservoirs, pumping stations, tanks, wells, etc.	P	P	P
Wireless telecommunication facilities (stealth) ⁵	D	D	D
Wineries (minimum 10 gross acre lot)	C	N/A	N/A
Uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in these zones shall be subject to interpretation of the Director			

Notes:

¹ R-7,000 and R,10-000 zones only

² For ~~existing~~ single family homes in MDR and HDR zones, use [development standards](#) and permit requirements ~~consistent with~~ [in the](#) urban residential single family zones [shall be determined by the Development Services Director would apply](#)

³ RR-1 and RR-2.5 zones only

⁴ RR-2.5 zones only

⁵ In conjunction with a non-residential use, such as a church, school, etc.

⁶ Subject to the provisions of Chapter 9.46.

⁷ [In accordance with Section 1250 of the Health and Safety Code](#)

⁸ [In accordance with Section 1520 of the Health and Safety Code](#)

(Ord. No. 989, § 1, 4-9-2013; Ord. No. 999, § 3, 8-26-2014)

17.08.340 - Residential Planned Development (RPD).

- A. Purpose and Intent. The purpose and intent of the residential planned development (RPD) is to allow for project designs that do not entirely meet the regulatory standards in this chapter, but do meet the design objectives of the general plan and design guidelines. The RPD promotes high-quality, well-planned developments with residential features and amenities beyond those typical of conventional development, including innovative site layout and design, high-quality architecture, enhanced pedestrian connections and provision of trails, parks and open space. The RPD also allows for project design that is sensitive to the unique physical characteristics of the site (such as clustering units to avoid development in flood-prone areas), ~~as well as infill scenarios,~~ or other circumstances that warrant special methods of development. The RPD would reduce developmental problems in hillside areas and preserve areas of natural scenic beauty through integrated planning and design, and unified control of development. It is further the purpose of this section to establish development standards for the RPD, ~~with the expectation that they~~ will result in a project that is superior to conventional development, in exchange for greater flexibility and intensification of land use.
- B. Applicability. These specific standards ~~s, as well as those listed in section 17.08.060, specific to infill residential lots, and section 17.08.080, pertaining to infill residential development,~~ are applicable for all residential planned developments in zones in which they are allowed subject to the granting of a conditional use permit.
- C. Standards. The following standards shall apply to all residential planned developments:
1. Area. The proposed development plan shall encompass a gross area of not less than the acreage specified below by the zone in which the property is located:

Zone	Minimum Area
RR, <u>SRR</u>	10 acres
R, MDR, HDR	5 acres

2. The proposed development plan for an area less than specified above may be considered ~~if the subject property is considered infill development or~~ when there is no effective way to develop the property under conventional standards.
3. Density. In an RPD, the number of dwelling units shall be within the density range for the subject property as specified by the zone. ~~For infill RPD, a developer may build up to eight residential units per acre on land zoned R-7,000, in accordance with the provisions of section 17.08.080 (infill residential development).~~
4. Type of Structures. Dwelling units may be single-family attached or detached structures, duplexes or multiple-family residential structures depending upon adjacent development and the compensating features of the development plan. The commission may approve places of public assembly, recreational buildings and accessory buildings if such facilities are for the primary use of persons residing within the planned development project and located so as not to be detrimental to adjacent properties.

5. RPD Development Standards. A builder shall adhere to the development standards as listed in section 17.08.060 and the design and performance standards listed in section 17.08.070, unless the builder proposes standards that will result in a more innovative and superior product, ~~and~~ makes the finding that the project will meet or exceed the design goals and objectives of the general plan and design guidelines; and include a custom development standard table as part of the application. ~~For infill RPD, the builder shall also adhere to the development standards listed in section 17.08.080.~~
6. Open Space and Trails. Open space, paseos and trails shall comprise not less than fifteen (15) percent of the net lot or parcel area exclusive of required yards, provided, however, that where the applicant submits evidence to the satisfaction of the commission that the particular development will contain compensatory characteristics which will provide as well or better for planned residential development within the intent of this section. ~~"Infill" RPDs that may not practically accommodate these open space features shall instead provide amenities in context of the surrounding environment, including enhanced pedestrian connections, pocket parks or tot lots, etc.~~ Subject to the approval of the commission, open space shall include one or more of the following designated uses or facilities for the use and enjoyment of all the occupants of the planned residential development or appropriate phase thereof:
 - a. Common open space developed for recreational purposes;
 - b. Areas of scenic or natural beauty forming a portion of the proposed development;
 - c. Present or future recreational areas of noncommercial nature including parks and playgrounds. Where specifically approved by the commission, green fees or similar charges related to use of a golf course or similar open recreational use may be permitted, provided such charges are incidental to operation of said facilities, are not primarily commercial in nature, and do not alter the character of said recreational facility;
 - d. Hiking, equestrian or bicycle trails;
 - e. Landscaped portions adjacent to streets or highways which are in excess of minimum required rights-of-way or yards;
 - f. Other similar areas determined appropriate by the commission. In approving said open space, the commission shall give consideration to the project to be developed, the characteristics of such open space, the manner in which the open space is to be improved and maintained, and such other information as the commission deems pertinent. Reservation of open space shall be made a condition of approval. Such reservation shall be by public dedication, establishment of a maintenance district, common ownership, or other satisfactory means to insure the permanent reservation of and, where appropriate, perpetual maintenance of required open space.
7. Distribution of Open Space. Projects developed in phases shall be designed so that each successive phase will contain sufficient open space to independently qualify under the provisions of subsection C.5., provided however, that where the applicant submits development plans indicating to the satisfaction of the commission that the proposed development will provide as well or better for planned residential development within the intent of this section, the commission may approve a division of open space encompassing more than one phase. Where a division of open space will encompass more than one phase, the applicant shall provide the commission with a map indicating cumulative allocation and utilization of open space for each successive phase in each subsequent application.

8. Landscaping. The RPD shall adhere to the provisions of section 17.08.110 (landscaping) unless the builder proposes a landscaping plan with the finding that the project will meet or exceed the design goals and objectives of the general plan and design guidelines.
9. Street circulation and Connections. The RPD shall be designed to integrate with the adjacent and surrounding land uses through the use of enhanced circulation and connections, with complete streets allowing for safe vehicular, pedestrian and bicycle use. Subject to the approval of the commission, street circulation and connections shall include one or more of the following designated features:
 - a. Street calming features, including corner bulb-outs, mid-block bump-outs, stamped paving, etc;
 - b. Pedestrian connection features, including cul de sac pedestrian access, mid-block pedestrian paseos, pedestrian-only pathways, widened parkways, etc;
 - c. Bicycle pathways and trails;
 - d. Other features and mechanism in accordance with the master plan of trails and bikeways.
10. Utilities. The applicant shall submit to the commission, and it shall be made a condition of approval, satisfactory evidence that the applicant has made arrangements with the serving utilities to install underground all new facilities necessary to provide service in the development.
11. Development Program. The commission shall consider and may approve an appropriate program indicating the development of open space related to the construction of dwelling units, which shall become a condition of approval. Where development is to be completed in phases, the said development may, with the approval of the commission, be coordinated between phases as approved in subsection C.6. The commission may modify, without a hearing, this condition pertaining to the development program based upon an affirmative showing, in writing, of hardship.
12. Findings for RPD. In addition to all other consistency and health and safety findings applicable to the project, the following findings shall be made in reviewing and approving a residential planned development application for a conditional use permit:
 - a. The residential planned development meets the goals of the city general plan, pertaining to community design, and the objectives to "enhance overall community form, create a vibrant sense of place," and to "improve the city's visual identity by utilizing design standards that instill a sense of pride and well-being in the community."
 - b. The residential planned development adheres to the adopted city design guidelines and the design and performance standards listed in this section, and is consistent with the mission statement of "implementing quality design for timeless architecture that enhances the community's image, pride and quality of life."
 - c. The residential planned development is comprehensive, covers a logical planning area, and provides the opportunity for unique and creative designs that are not possible under the city's typical development regulations.
- ~~13. Findings for Infill RPD. In addition to the findings listed in subsection C.11, infill RPDs shall meet the findings listed in section 17.08.080.C.~~

17.08.080 - Infill residential development.

- A. Purpose and intent. The purpose of this section is to implement the city general plan 2030, policy 18.2.1, which encourages appropriate infill development, and specific action 18.2.1(c). Under the guidance of the specific action, a developer may build up to eight residential units per net acre on land zoned R-7,000, provided the developer makes the ~~submits an application for a residential planned development, as well as~~ findings that the proposed infill development would integrate with the surrounding area.
- B. Qualification criteria for infill residential development. Properties zoned R-7,000 and meeting one of the following criteria qualify for infill residential development of up to eight units per acre:
 1. The project site is located within the area bounded by Avenue I, 20th Street East, Avenue L and 30th Street West; or
 2. The project site is surrounded by existing development (fully improved with paving, landscaping, curb and gutter, etc.) on all adjoining sides; or
 3. The project site is located adjacent to property zoned commercial, office professional, mixed use or light industrial development; or
 4. The project site combines four or more adjoining parcels, combining for a minimum project size of five acres.
- C. Findings for infill residential development. ~~Among other findings necessary for a residential planned development (RPD), as listed in section 17.08.340, t~~The following findings shall be made when recommending approval for an infill residential development:
 1. The project reduces overall land use fragmentation in the city.
 2. The project uses existing infrastructure and minimizes extension of new services and resources.
 3. The project is compatible with adjacent land uses and would not adversely affect the health, peace, comfort or welfare of persons residing or working at the adjacent properties.
- D. Infill residential development standards. In addition to all other applicable development standards listed in this chapter, infill residential single-family lots shall adhere to the following additional standards specific for small-lot single-family homes:
 1. Site design.
 - a. Maximize usability of property by minimizing "dead spaces," which can often be found in narrow side yards with limited access.
 - b. Create privacy by designing windows that minimizes view into an adjacent residential home. Also, design windows of a façade along a zero-lot line facing a neighboring side yard to be small, with a high sill height, typically six feet above the finished floor, or provide windows with translucent glazing.
 - c. For alley-access small-lot single-family parcels, the developer shall provide a four-foot-wide pedestrian pathway to connect the building entrance to the street sidewalk.
 2. Building design.

- a. A proposed small-lot subdivision must have homes that are distinguished from one another, following the minimum number of model and floor plan combinations as listed in subsection 17.08.070.C.65.
 - b. Blank, flat wall planes are prohibited. Varied and articulated façades that create visually appealing elevations are required.
 - c. Provide at least two different rooflines to provide visual interest to the residential structure.
 - d. Roof-mounted equipment is not allowed, with the exception of solar and wind generation systems. Photo-voltaic panels facing the street shall be designed integrated with the house rooftop.
3. Transitions and buffering.
- a. In infill situations, new buildings shall be located in a manner that complements the location of existing buildings on adjacent lots; and not in a manner that would diminish their appearance or that would create a streetscape with dramatically uneven building setbacks.
 - b. All residential buildings, including detached garages, shall maintain a minimum five-foot separation distance from any other structure to ensure adequate clearance area around the structures.
 - c. Adjacent homes shall not vary more than one-story in height.
4. Patios, private yards, open space and common areas.
- a. Each small-lot single-family home shall have a porch area with minimum dimensions as listed in subsection 17.08.060.BC.
 - b. Each small-lot single-family parcel shall provide a minimum of four hundred (400) square feet of usable private yard space with no dimensions less than twelve (12) feet.
 - c. The City may grant a reduction of usable private yard space to two hundred (200) square feet, with no dimensions less than twelve (12) feet, if the developer provides common open space or park elsewhere in the neighborhood that is no further than ¼ mile from the residence, or if there is an existing park within the same distance.
5. Parking and access.
- a. For alley-access small-lot single-family parcels, a garage entrance facing an alley shall ensure a minimum of twenty-six (26) feet from the opposite edge of the alley, for adequate vehicle backup space.

17.08.070 - Design and performance measures.

Developers shall take the following actions in meeting specific design and performance measures in residential zones:

- A. Site design. Develop projects that enhance the sense of place and reflect a commitment to functional efficiency, quality, and neighborhood context.
 1. Develop innovative designs for new subdivisions that feature pedestrian connections, open spaces, enhanced landscaping, architecture, and streetscapes.
 2. Develop innovative designs for residential lot layouts, including wide corner lots, varied setbacks, and minimized visual presence of garages.
 3. Design neighborhoods to have distinct entryway features that help define neighborhood character and provide a sense of arrival.
 4. Design neighborhoods using "safe by design" techniques to reduce opportunities for criminal activity.
- B. Pedestrian connections and amenities. Develop residential neighborhoods with safe and attractive pedestrian and bicycle connections to trails, parks, schools, public transit, and other daily uses.
 1. Design neighborhoods with street patterns that minimize the walking distance between residential homes and neighborhoods amenities, such as trails, parks and schools.
 2. Design open-ended cul de sacs with paseos for pedestrian and bicycle access.
 3. Design pedestrian and bicycle paths separated from vehicular paths, to ensure safety and ease of use.
 4. Where appropriate, use traffic calming measures to reduce automobile speed within residential developments, including corner bulbouts, tree plantings, enhanced paving at crosswalks, and round-a-bouts.
- C. Building architecture and form. Provide enhanced elevations for residential structures that contribute to an attractive neighborhood streetscape.
 1. Articulate building façades by including variation in massing, roof form, and wall planes.
 2. Use multiple colors, materials, textures, and applied finishes to help break up wall massing.
 3. Provide distinctive entries, porches, balconies, and window treatment, oriented toward the street.
 4. Residential buildings shall use high-quality, tile roofing (concrete, ceramic, etc.), providing aesthetic value and appropriate for withstanding the city's varied climate conditions; ~~asphalt shingle or other roofing material of a similar quality are prohibited.~~
 5. Garage door shall provide aesthetic value to the home. Roll-up garage door types are permitted, whereas wooden, swing-out garage doors are prohibited.
 6. Builders of new single-family residential subdivisions shall ensure architectural variation by providing a minimum of the following combinations, dependent on the proposed number of residential units in the development:

Proposed number of residential units	Minimum number of elevations	Minimum number of floor plans
Less than 20 units	3	3
20 to 50 units	3	4
50 to 100 units	4	5
100 units or greater	5	5

In no instance should two homes of the same model and floor plan be built adjacent to each other or across the street from each other.

- D. Transitions and buffering. Encourage transitions between proposed higher intensity developments and adjacent, less intensive uses to keep disturbance to a minimum.
1. Step down the heights of structures at the edge of developments to match or complement those in adjacent properties.
 2. Enhance buffers with additional width or increased landscaping. Plant trees and shrubs in voids created by wall variations, at an appropriate scale.
 3. Vary building setbacks and wall alignments to soften the edge of the development.
 4. Provide a clear distinction between public and private spaces, through the use of height separation, fencing, berm, or a combination of these elements.
 5. Offset windows from one another between residential units.
- E. Open space and common areas. Provide open space and common areas to enhance quality of life, and to encourage opportunities for social gathering and interaction.
1. For single-family residential developments, create centralized pocket parks, connected by trails and pedestrian paths, to serve the neighborhood.
 2. For multi-family residential developments, provide centralized open space and community facilities, to serve residents of the development.
 3. Create recognizable focal points by using community amenities in public open spaces and other commonly used community spaces.
- F. Parking and access. Minimize the dominant appearances of parking areas and structures, while ensuring functional vehicular access.
1. For multi-family residential developments, locate parking behind residential structures. For developments facing arterial streets, a builder may design a wide, enhanced landscape buffer between the street and parking areas, in circumstances where it is difficult to achieve rear parking placement. Wherever possible, design parking lots by dividing a large parking lot into a series of smaller, connected lots.

2. Decorate and define parking areas with plants, shrubs, trees, light fixtures, and textured paving to minimize the negative impact of large expanses of asphalt.
3. Provide defined pedestrian pathways between parking areas and residential building entrances.
4. Permanent parking for recreation vehicles (RVs), boats and other similar large items shall be located behind the front plane of the house.
5. In no instance shall flat, paved surfaces, including driveways, cover more than fifty (50) percent of a single-family front yard.

(Ord. No. 989, § 1, 4-9-2013)

17.08.180 - Animal Keeping.

A. Purpose. Regulations governing animals for the personal use of the family residing on the premises are established in order to provide for the keeping of domestic and wild animals where accessory to the residential use of the property as opposed to maintenance for commercial purposes. The following regulations presume a reasonable effort on the part of the animal owner to recognize the rights of surrounding neighbors by maintaining and controlling animals in a safe and healthy manner.

B. Keeping of Large Animals ~~Animal keeping~~ in Residential zones. ~~On any lot in a residential zone, or in conjunction with any residential use in any other zone, a total of five animals (domestic or exotic) may be kept on one lot, of which not more than three may be dogs.~~

1. Applicability. The keeping of large animals, such as horses, cows, and similar animals are permitted in Rural Residential zones and the number of animals shall not exceed a total of eight (8) animals per lot, unless otherwise indicated.

2. Pigs are permitted as follows:

a. Pigs shall be permitted on Rural Residential zones with lots or parcels of land greater than one (1) acre in area, at a ratio of one (1) pig per acre.

b. They shall not be located not less than one hundred fifty (15) feet from any highway and not less than fifty (50) feet from the side or rear lot lines of any lot or parcel.

c. They shall not be fed any market refuse or anything other than table refuse from meals consumed on the same lot or parcel of land or grain.

3. Roosters shall be permitted on Rural Residential zones with lots or parcels of land greater than one (1) acre in area, at a ratio of one (1) rooster per acre.

C. Keeping of Small Animals.

1. The keeping of small animals, such as sheeps, goats, dogs, rabbits, reptiles, aquatic animals, birds and similar animals are permitted as indicated on the table below.

<u>Zone</u>	<u>Aquatic Animals, Birds, Rabbits, Reptiles, and Rodents</u>	<u>Dogs</u>	<u>Cats</u>	<u>Other Small Animal (Including Poultry)</u>	<u>Total Number of Animals per Parcel or Lot</u>
<u>R, MDR and HDR zones</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>0</u>	<u>5</u>
<u>SRR and RR zones</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>8</u>

2. Bee Keeping is permitted as follows:

- a. They shall be located in a single-family residential property in a residential zone that is greater than one acre.
- b. Only the common domestic honey bee, Apis Mellifera species, at any stage of its development, shall be permitted.
- c. No more than two hives may be maintained on any single-family residential property.
- d. All bee colonies shall be kept in hives capable of being inspected and consisting of moveable frames and combs.
- e. Hives must be kept in sound and usable condition at all times.
- f. Hives shall be located in the rear or side yard only. No hives shall be permitted in any front yard or in the street side yard of a corner property.
- g. Hives shall be located at least five feet from the side and rear property lines.
- h. Hive entrances shall face away from or parallel to the nearest property line(s).
- i. Hives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet above the adjacent ground level.

~~C. Animal keeping in Rural Residential zones only. Where allowed by section 17.08.050, livestock farming shall be limited to the raising, feeding, maintaining, and breeding of livestock, subject to a minimum twenty thousand (20,000) square foot net lot area. The following are allowed per each twenty thousand (20,000) square feet of gross lot area, in accordance with the following limitations and conditions:~~

- ~~1. Two hogs or pigs;~~
- ~~2. Two horses or mules or cows or steer;~~
- ~~3. Three goats or sheep or similar livestock;~~
- ~~4. One dozen chickens or ducks or rabbits.~~

D. Keeping of Wild Animals

1. Antelopes, armadillos, badgers, beavers, camels, deer, foxes, giraffes, hippopotami, kangaroos, koalas, minks, ostriches, otters, peacocks, platypus, porcupines, prairie dogs, raccoons, seals, wallabies, and zebras and other similar animals are prohibited.
2. Animals prohibited by the State of California shall not be allowed to be kept within the City (California Code of Regulations, Title 14, Section 671).

E. Offspring. Young animals born to a permitted animal kept on the site may be kept until such animals are weaned.

FE. Therapy and service animals. In accordance with fair housing law, a housing provider shall accommodate a person with a disability who requests a reasonable and necessary animal. Such animals may include, but are not limited to, guide dogs that assist persons with visual impairment, hearing dogs trained to alert those who are hard of hearing, service dogs trained to assist those with mobility impairment, or other animals intended to provide therapy, including emotional support.

G. Standards

1. Enclosure. All animals shall be properly caged or housed (kept in their corrals, barns, pens, or other enclosures). All such structures shall be fenced or otherwise enclosed to adequately confine the animals. In addition, all such structures or other enclosures shall be classified as an accessory structure and are subject to the development standards of the underlying zone in which it is located.
2. Maintenance. All buildings used in conjunction with the keeping of small animals including animal enclosures and all other animal keeping areas shall be maintained free from litter, garbage, and the accumulation of animal excrement. All excrement produced by said small animals shall be disposed of on a regular basis so as to control flies and odor.
3. In addition to Los Angeles County Health Department requirements, all buildings or structures, including, but not limited to barns, corrals, training arenas, etc., used in conjunction with the keeping of small animals shall be located a minimum of fifty (50) feet from any street or highway or any building used for human habitation.
4. All noise shall be sound attenuated so that the noise level measured at the property line is within the ambient level for the zone in which the site is located.

F. Exceptions

1. Members of Future Farmers of America (FFA), Head, Hand, Heart and Health (4-H) and other similar organizations may have additional animals per the discretion of the Director.

17.08.200 - Home Occupations.

- A. Purpose and intent. The purpose of this article is to provide the guidelines and restrictions for operating a home occupation (home-based business), from a residential dwelling in the city. It is intended that the home occupation functions as an office, and is secondary to the dwelling's main residential use. In addition, the home occupation shall not detract from nor become incompatible with the surrounding residential uses; and thus, will not interfere with the general welfare of the surrounding residential area.
- B. Conditions for home occupations. No home occupation shall be approved unless it complies with this section and all pertinent city codes, ordinances and regulations:
1. Residency. The applicant who holds the home ~~based -occupation permit and accompanying business license~~ shall reside at the address location as stated on the home ~~based -occupation permit and~~ business license.
 2. Boundaries. A home occupation shall be conducted only within the enclosed living area of the dwelling unit, accessory building, or the garage, without rendering the garage unusable as the required off-street parking space(s) for the dwelling unit. Home occupation activities shall not be visible or audible beyond the boundaries of the site.
 3. Alterations. There shall be no alteration of any building or structure which would result in a change of the residential occupancy classification under the current the state building code.
 4. Traffic and parking. The home occupation shall not generate vehicular traffic and/or vehicular parking which degrades or is otherwise detrimental to the residential nature of the neighborhood and thus becomes objectionable to neighboring residents and other affected by such parking or traffic.
 5. Hours of operation. No customer or client may come to the premises except during the hours of 7 a.m. to 10 p.m. No deliveries may originate from or be made to the premises except during the hours of 8 a.m. to 6 p.m.
 6. Commercial vehicles. No commercial vehicle which has a capacity of more than one-ton shall be parked or stored at the home occupation site other than a recreational vehicle. (The term "commercial vehicle" means as the term as described in the state vehicle code.)
 7. Nuisance. The home occupation shall not create any radio or television interference or create discernible noise, glare, dust, odor, vibrations, or unreasonable disturbance in excess of that which is normal to a residential use of the premises. Nor may the home occupation cause or generate any other condition that interferes with the peace, health, safety or general welfare of people or property in the surrounding area.
 8. Signs and advertising. There shall be no signs or structures advertising the home occupation business on the residential property. In addition, no other advertisement of the home occupation shall include the address of the residential dwelling where the home occupation is conducted.
 9. Storage. There shall be no exterior storage of materials in the conduct of a home occupation. The storage of materials, equipment, inventory, supplies, and files for home occupation, is only permitted inside the dwelling unit or an entirely closed roofed accessory structure.
 10. Rental property. No home occupation shall be conducted in a rental unit, without the owner or landlord's permission.

11. Transferability. Home occupations are valid only for the person and the address approved and are nontransferable. Only persons whose primary residence in the dwelling unit may engage in the home occupation.
12. Employees. A maximum of one employee is allowed at the home occupation, if located in an apartment or condominium unit; two employees is allowed if the home is within an urban residential zone; and three employees in rural residential zones.
13. Sales. No commodity shall be sold or displayed on the premises.
14. Specific conditions. The Director may add specific conditions to the approval of a home-based business license ~~occupation permit~~ in order to address concerns which are not covered by the above conditions and which, in the Director's opinion, are necessary to protect neighboring property from any potential adverse effects of the proposed home occupation.

C. Prohibited uses. The following uses shall not be allowed as a home occupation:

1. Ambulance service;
2. Animal training;
3. Body piercing;
4. Construction, preassembly and similar large woodworking operations;
5. Contractor and construction yards that cause or require outdoor storage;
6. Cosmetology services including barber and beauty shops;
- ~~7.~~ ~~Food handling, food processing, food warehousing, food packaging, or food distribution;~~
- ~~8.~~ Forensic testing;
- ~~9.~~ Limousine, taxi or tow truck services; recreational vehicle rentals or automobile leasing; food or ice cream vending vehicles; or other vehicles not normally incidental to a residential use where such motor vehicles would be parked or stored at the home occupation site. This provision does not preclude limited customer or client parking;
- ~~10.~~ Mechanical and electronic repair utilizing, maintaining, or storing more mechanical or electronic equipment on the premises than is common to a residence;
- ~~11.~~ On-site massage therapists;
- ~~12.~~ Pet grooming (not prohibited in RR-1 and RR-2.5 zones, if on appointment basis only);
- ~~13.~~ Rental establishments as described in section 17.12.040, the permitted uses section of the C zone;
- ~~14.~~ Repair services related to automobiles, motorcycles, large household appliances, small engines, garden equipment, or other machinery;
- ~~15.~~ Sales or production of drug paraphernalia;
- ~~16.~~ Tattoo studio;
- ~~17.~~ Taxidermy;
- ~~18.~~ The manufacturing, sale, lease, or rental of firearms and/or ammunition;
- ~~19.~~ Welding shop and/or metal fabrication;

~~20~~19. Uses which are subject to ~~director's~~Director's Rreview or a conditional use permit in the zone where the applicant's residence is located;

~~21~~20. Those uses which the ~~D~~director determines are similar in nature to the uses listed above.

- D. ~~Application~~Home-based business license. The ~~application for a~~home occupation shall be required to obtain a business license through the City of Lancaster ~~made in person to the planning department by resolution of the city council~~. The applicant shall fully disclose on the application form all hazardous materials (as defined in section 17.04.240) which will be stored on-site or used in conjunction with the home occupation. The city shall accept only those applications which have provided all of the information required on the application form which applies to the proposed home occupation.
- E. Revocation. Home-based business licenses ~~occupation permits~~ may be immediately revoked by the ~~D~~director based upon a finding that any one of the following conditions exists:
1. That the use has changed either in nature or extent to the point that it differs substantially from the use requested in the approved application for the home-based business license ~~occupation permit~~.
 2. That the use fails to comply with any condition in subsection B of this section.
 3. That the holder of the home-based business license ~~occupation permit~~ failed to allow inspections at a reasonable time for the purpose of investigating a complaint or to verify compliance of the home occupation with the required conditions.
 4. That the holder of the home-based business license ~~occupation permit~~ failed to comply with any applicable city, county, state or federal ordinance, law or regulation including failure to obtain and/or renew a business license.

The ~~D~~director shall notify in writing the holder of the home-based business license ~~occupation permit~~ of such revocation and the reasons thereof. The ~~D~~director's decision may be appealed in accordance with section 17.36.030.

(Ord. No. 989, § 1, 4-9-2013)

17.08.240 - Accessory dwelling units.

- A. Purpose and intent. The purpose and intent of this section is to provide a means to develop accessory, independent living facilities that would accommodate a variety of increasingly common living arrangements, including those for multi-generational households. The enactment of this section does not legitimize illegal accessory dwelling units.
- B. Applicability. This section shall apply to all accessory dwelling units, which is defined as an additional dwelling unit on a lot or parcel, which provides complete independent living facilities and may be rented.
- C. Standards. The following development standards shall apply to all accessory dwelling units:
1. The accessory dwelling unit may be constructed as a detached building or may be attached to the primary residence on a lot or parcel with an existing single-family home or in any residential zone~~in the RR or R Zone.~~
 - ~~2. The minimum net area of a lot or parcel of land upon which an accessory dwelling unit may be constructed shall be seven thousand (7,000) five thousand (5,000) square feet.~~
 - ~~3.2.~~ No more than one accessory dwelling unit shall be permitted on any residential lot or parcel. An accessory dwelling unit is not permitted on a residential lot which already has an existing accessory dwelling unit, a guest house, or a garage that has been converted to living space.
 - ~~3.~~ The accessory dwelling unit shall ~~must be located within the buildable area of the lot or parcel, and conform to all property development regulations and standards of the zone in which it is located~~ comply with the requirements set forth in section 17.08.160 for residential accessory uses and structures. The accessory dwelling unit is exempt from setback requirements when being converted from an existing garage.
 4. The height of the accessory dwelling unit shall not exceed the height requirement in the underlying zone.
 5. The accessory dwelling unit shall not be used for short term rentals (terms less than 30 days);
 6. The floor area of an attached accessory dwelling unit shall not exceed fifty (50) percent of the existing living area of the main dwelling unit.
 7. The minimum floor area for a detached accessory dwelling unit shall be four hundred (400) square feet. The maximum floor area for a detached accessory dwelling unit shall be no more than 10% of the square-footage of the lot ~~(e.g. a maximum one thousand (1,000) square-foot 2nd dwelling unit on a ten thousand (10,000) square-foot lot), up to a maximum of one thousand five hundred (1,500) square feet.~~

8. The accessory dwelling unit shall be architecturally compatible with the main dwelling unit.
9. The accessory dwelling unit shall be located on the same lot as the principal dwelling and cannot be sold as a separate unit.

10. Any conversion or demolition for the purpose of adding an accessory dwelling unit resulting in a loss of parking spaces below the required minimum in the zone shall indicate a replacement of on-site paved parking spaces in any configuration (covered, uncovered, enclosed).

~~10.~~11. One parking space is required for the accessory dwelling unit, in addition to the parking required for the main dwelling unit. The parking for the accessory dwelling unit shall be provided by a ten (10) feet by twenty (20) feet space located either inside a garage or carport, or on a driveway not used for access into the primary structure's garage. The parking requirement shall not apply if the lot or parcel on which the accessory dwelling unit is being proposed meets any of the following:

- a. -Is within a half mile radius from public transit;-
- b. -Is within an architecturally and historically significant historic district;-
- c. -Is part of an existing primary residence or an existing accessory structure;-
- d. -Is in an area where on-street parking permits are required, but not offered to the occupant of the ADU; and-
- e. -Is located within one block of a car share area.

12. The property must be occupied by one or more owner(s) of the property as a permanent and principal residence. The owner may live in either the principal or accessory dwelling unit and must have a fifty (50) percent or greater interest in the property. The owner-occupant must live in the structure for more than six months of each calendar year.

~~11.~~13. A mobile or manufactured home can be permitted as an accessory dwelling unit and shall comply with the requirements set forth in section 17.08.250 (Mobilehomes and Manufactured Housing);

~~12.~~14. Accessory dwelling unit owners must sign and record an owner-occupancy covenant with the county recorder's office prior to receiving a permit to construct the accessory dwelling unit.

~~13.~~15. The accessory dwelling unit may have a separate address and mailbox.

~~14.~~16. The accessory dwelling unit may have separate utility meters from the primary dwelling unit, such as meters for water, gas and electricity.

- D. Covenants, conditions, and restrictions. The covenants, conditions, and restrictions to run with the property shall include the following declarations:

1. That he/she/they are the owner(s) of the property located in the city, at the subject address as legally described, and that there are no other owners;
 2. That he/she/they applied for a permit to construct and/or use an accessory dwelling unit on the property pursuant to this section and make(s) this covenant as required by this section;
 3. That the owner(s) of the property will restrict the use of the principal and accessory dwelling units on the property in compliance with the requirements of this section;
 4. That an owner with at least a fifty (50) percent interest in the property will occupy either the principal dwelling unit or the accessory dwelling unit for six or more months of each calendar year as the owner's principal residence, ~~unless a waiver has been applied for and granted by the city planning department;~~
 5. That if the owner(s) of the property are unable or unwilling to fulfill the requirements of this section for owner occupancy, then the owner(s) will remove those features of the accessory dwelling unit that make it a dwelling unit, as determined by the city ~~planning department~~, including the removal of kitchen features such as, but not limited to gas, electrical and/or plumbing fixtures and connections;
 6. That this covenant shall run with the land and be binding upon the property owner(s), his/her/their heirs and assigns, and upon any parties subsequently acquiring any right, title or interest in the property;
 7. That the undersigned owners and their heirs, successors and assigns will inform all prospective purchasers of the property of the terms of this covenant; and
 8. That this covenant will be recorded by the owner(s) in the real estate records of the county's assessor's office as a deed restriction, prior to issuance of the permit allowing construction and/or use of an accessory dwelling unit on the property.
- E. Application. Any property owner seeking a permit for an accessory dwelling unit shall submit a ~~D~~irector's ~~R~~eview application. The ~~D~~irector shall approve the application so long as the accessory dwelling unit complies with all provisions of this section. In the event such application is denied, the appeals proceedings set forth in chapter 2.44 shall be available to the applicant.
- F. Conversions. In order to legitimize an illegal accessory dwelling unit to a conforming legal accessory dwelling unit, the property owner shall file a ~~D~~irector's ~~R~~eview application and shall comply with the standards and requirements set forth in this section. The ~~d~~irector reserves the right to allow deviations, if there is a demonstrated difficulty or impracticality to modify the accessory dwelling unit to meet adopted requirements; nonetheless, all code requirements pertaining to fire and building safety must still be met.
- G. Violations. Any property owner with an accessory dwelling unit which does not comply with all the standards established herein for accessory dwelling units is subject to prosecution for a zoning violation under section 17.04.220.

H. Temporary owner absence. If the City determines that the owner has violated owner-occupancy requirements, the owner shall:

1. Reoccupy the structure;
2. Remove the accessory dwelling unit, or those features of the accessory dwelling unit that makes it a dwelling unit, as determined by the city ~~planning department~~, including the removal of kitchen features such as, but not limited to gas, electrical and/or plumbing fixtures and connections; or
3. Submit evidence showing good cause, subject to approval of the ~~planning d~~Director, such as job dislocation, sabbatical leave, education or illness for a waiver of this owner-occupancy requirement to allow up to two years' absence from residence in the city.

I. Request for Relief

- a. The applicant can make a request for relief from any or all sections contained within this chapter through a Director's Review and shall be subject to the following findings:
 - i. That the residential development will serve a specific community need;
 - ii. That the residential development is not expected to result in adverse effect on adjacent property, uses, or residents; and
 - iii. That the residential development will contribute to the City's financial stability provide a high level of design, amenities, or any other combination of benefits to the community and City as a whole.

(Ord. No. 989, § 1, 4-9-2013)

17.08.300 - Solar Energy Systems.

- A. Purpose and applicability. The purpose of the solar energy system standards is to encourage investment in solar energy on all parcels in the city, while providing guidelines for the installation of those systems that are consistent with the architectural and building standards of the city. All solar energy systems shall comply with all applicable provisions of the city codes and the standards of this section.
- B. Approvals required. The applicant shall submit for and receive approval of a building permit prior to installation of any solar energy system.
- C. Ground-mounted solar energy systems.
 - 1. All ground-mounted solar energy systems shall not be located within the required front, side, or rear building setbacks, or front yard area, and shall comply with all applicable height restrictions.
 - 2. To the extent possible, without compromising the solar energy system's access to the sun, ground-mounted solar energy systems shall be screened from view at-grade from all adjacent streets and adjacent properties.
- D. Roof-mounted solar energy systems.
 - 1. Solar panels and accessory equipment shall be designed and located on a house in a manner that minimizes the detrimental impact to the aesthetic appearance of a house.
 - 2. All solar energy system appurtenances such as, but not limited to, water tanks, supports, wiring and plumbing shall be screened to the maximum extent possible without compromising the effectiveness of the solar collectors, and shall be painted a color similar to the color of the surface upon which they are mounted. Solar collectors are exempt from the screening and color provisions of this subsection.
 - 3. All roof-mounted solar collectors can be mounted at an optimum angle to the sun for maximum energy production. ~~The maximum height of a solar collector shall be two feet, measured perpendicular to the roof surface, and may not exceed the maximum overall building height. The remainder of the solar energy system shall be below the level of the solar collector(s).~~

(Ord. No. 989, § 1, 4-9-2013)

17.08.130 - Fences, Walls, and Screening.

A. Purpose. This section provides regulations for the installation, construction and placement of fences on private residential property. For the purpose of this zoning code, the term "fence" includes fences, hedges, walls or other structures with the functions and characteristics of a fence.

B. Placement of fences and walls

1. Fences and walls shall be located behind the property line and behind any utilities or shall be located at least 12-15 feet behind the face of the curb, or as indicated on any recorded property documentation depicting the location of said utilities.

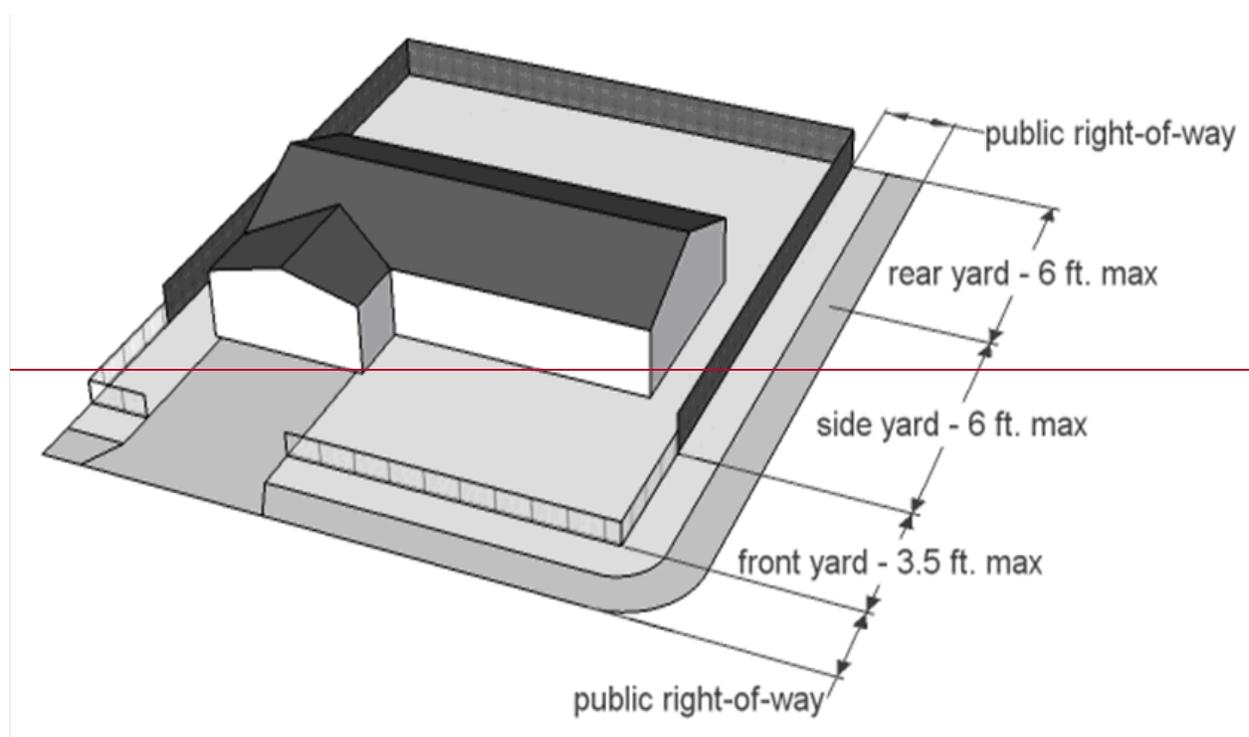
CB. Measurement of fence and wall height.

- Fence height shall be measured as the vertical distance between the finished grade from the base of the fence to the top edge of the fence material.
- Where the ground elevation within six feet of the base of a fence differs from one side of the fence to the other (as when a fence is placed at the top of a slope or on a retaining wall), the height shall be measured from the side with the highest natural grade. (See section 17.28.030).

DC. Fence height limits.

Location	Maximum height
Within front yard setback or corner lot side yard setback <u>located at or behind the property line</u>	4 ³ $\frac{1}{2}$ feet
Within side or rear yard setback or along/behind corner lot side yard setback <u>located at or behind the property line</u>	6 feet

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ED. Consideration for additional height. A fence or wall may be constructed to a height in excess of the limits established by subsection 17.08.1320.DC. with a Director's Review. The Director's Review may increase the maximum height regulations not to exceed 25% of the amount specified in Section 17.08.130.D. -The Director's Review shall require that the applicant make the following findings, in addition to the findings required for a Director's Review listed in Chapter 17.32:

1. The issuance of the permit is reasonably necessary, by reason of unusual or special circumstances or conditions relating to the property, for the preservation of valuable property rights or the full use and enjoyment of the property.
2. The fence will not create a safety hazard to pedestrians or vehicular traffic.
3. The appearance of the fence is compatible with the design and appearance of other existing buildings and structures within the neighborhood.
4. The orientation and location of the fence is in proper relation to the physical characteristics of the site and the surrounding neighborhood.
5. The fence will be of sound construction.

EF. Fencing for new production homes. Fencing for new production homes shall be a masonry wall, adjacent to the rear and side yards, up to six feet in height. The planning director may approve alternative fencing materials that provide comparable aesthetics and durability.

FG. Subdivision perimeter walls. A masonry wall shall be constructed along the perimeter of a subdivision, with the color and design to be specifically approved by the planning director.

GH. Prohibited fence materials. The use of barbed wire, razor wire, electrical fence, glass and other similar objects of a hazardous characteristic shall not be permitted for residential uses.

(Ord. No. 989, § 1, 4-9-2013)

17.08.060 - Development regulations by building types.

A. Single-family house on Rural Residential lot. A single-family house on a rural residential lot is a residence for one household, with its primary entrance accessed through the front yard, on a lot ranging from 20,000 to 100,000 square feet or greater.

1. Development standards.

Rural Residential Development Standards			
	ZONES		
	RR-2.5	RR-1	SRR
SITE SPECIFICATIONS			
Minimum lot size (sq. ft.).	100,000	40,000	20,000
Minimum width (feet).	165	110	85
Minimum depth (feet).	250	130	120
BUILDING PLACEMENT			
Front yard (feet).	40	30	30
Garage location.	All garages shall be located at or behind the wall plane where the front entrance is located.		
Rear yard (feet).	30	25	20
Interior side yard: minimum (feet).	20	15	10
Interior side yard: total sum of two yards (feet).	40	30	25
Street side yard (feet).	40	30	20
BUILDING SIZE AND MASSING			
Lot coverage (percentage).	30%	40%	40%

Building height (feet).	40	40	35
PARKING			
Number of parking spaces.	2 spaces within an enclosed garage per Section 17.08.100		

Diagram for Single-family house on Rural Residential lot — perspective view

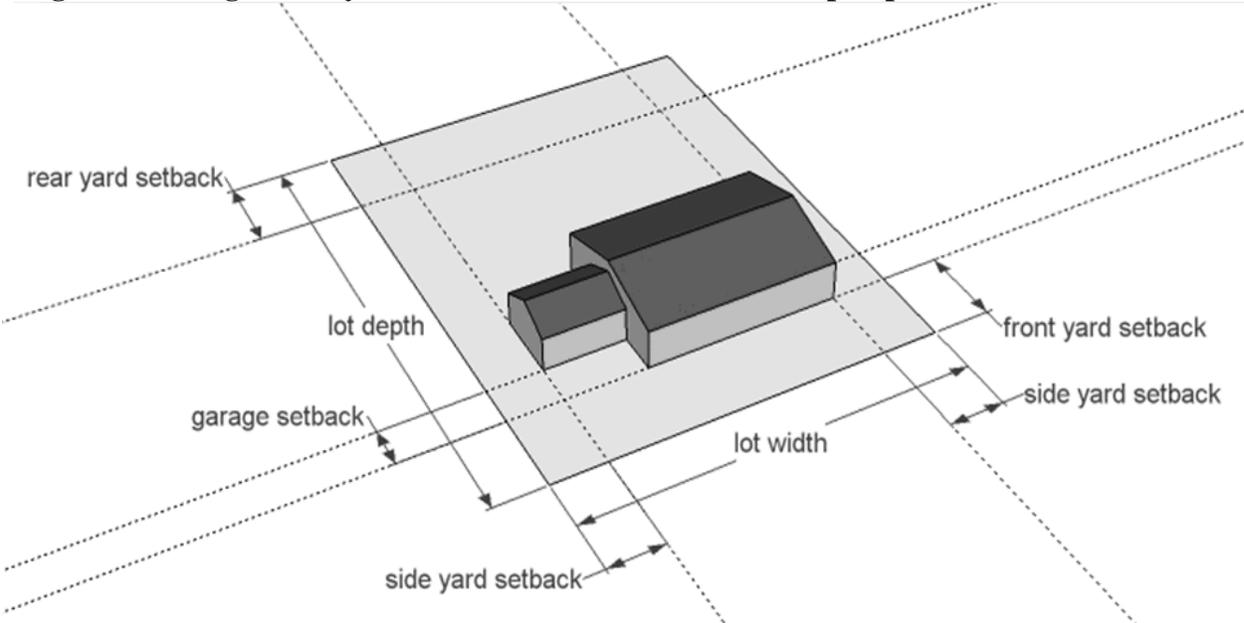
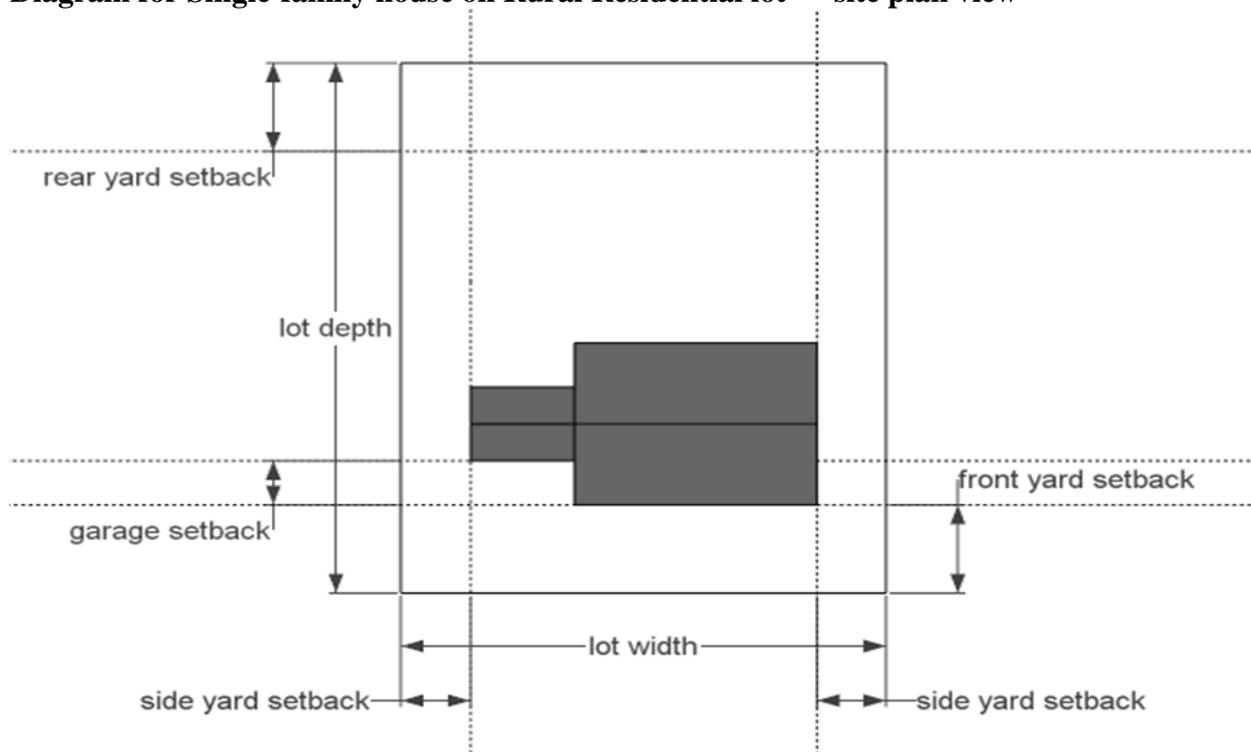


Diagram for Single-family house on Rural Residential lot — site plan view



- B. Single-family house on Residential lot.
 - 1. Development standards.

Development Standards						
	ZONES/LOT TYPE					
	R-15,000	R-10,000	R-7,000	Infill R-7,000 (with RPD)	Infill R-7,000 (alley access, with RPD)	SFR corner duplex
SITE SPECIFICATIONS						
Minimum lot size (sq. ft.).	15,000	10,000	7,000	5,000	3,500	10,000
Minimum width (ft.).	85	70	60	50	40	100
Min. width — corner lot (ft.).	100	85	75	60	50	
Minimum depth (ft.).	120	100	100	85	75	100

BUILDING PLACEMENT						
Front plane build-to line (ft.).	20-32	16-28	14-26	12-20	10-18	16-28
Required minimum porch size (feet x feet).	6 x 12	6 x 12	6 x 12	6 x 10	6 x 8	6 x 12
	To the satisfaction of the Planning Director, an alternative frontage feature may be proposed in lieu of a porch if it achieves the same design intent and variation.					
Porch encroachment.	Up to additional 6' beyond front plane build-to line					
Garage location.	All garages shall be located at or behind the wall plane where the front entrance is located. A homebuilder with a subdivision with at least four floor plans may have one floor plan that has a garage located in front of the front entrance plane.					
Rear yard (ft.).	20	20	15	12	0	N/A
Interior side yard: min. (ft.).	5	5	5	5	0	10
Interior side yard: sum of two yards (ft.).	20	15	15	10	10	N/A
Street side yard (ft.).	15	15	10	10	10	N/A
BUILDING SIZE AND MASSING						
Lot coverage (percentage).	40%	40%	50%	55%	60%	45%
Building height (ft.).	35	35	35	35	35	35
PARKING						

Number of parking spaces.	2 spaces within an enclosed garage (Section 17.08.100)
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- a. A tandem garage parking arrangement may be considered if the applicant cannot meet the requirement to place a two-car garage behind the plane of the house.
- b. Corner lots featuring side yard driveway access require a minimum 20-foot driveway and street side yard setback.

Diagram for Single-family house on Residential lot — perspective view

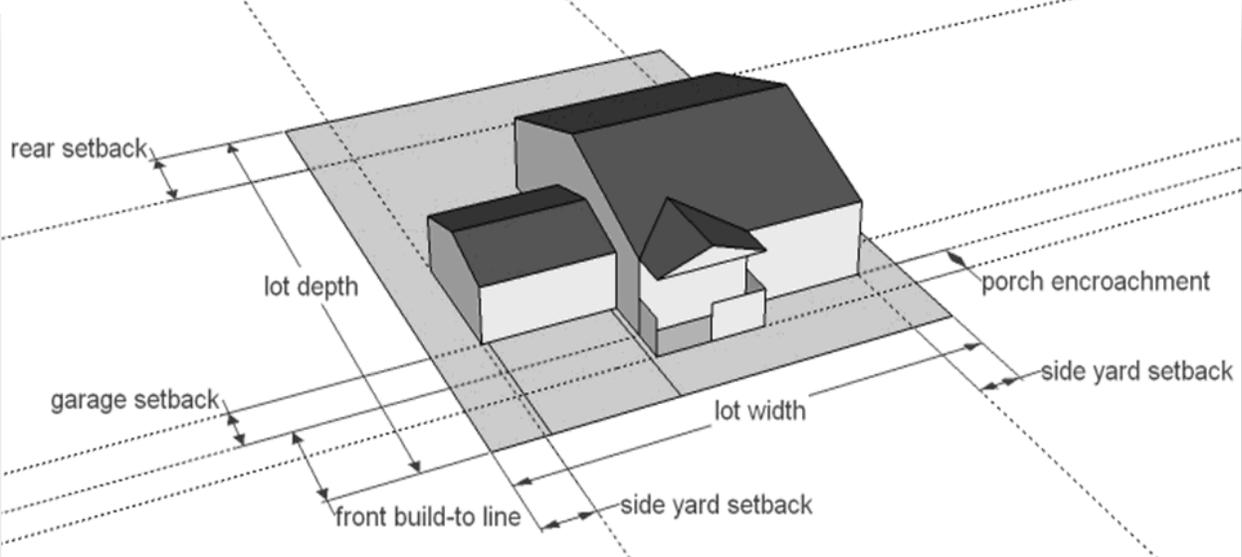


Diagram for Single-family house on Infill Residential lot — site plan view

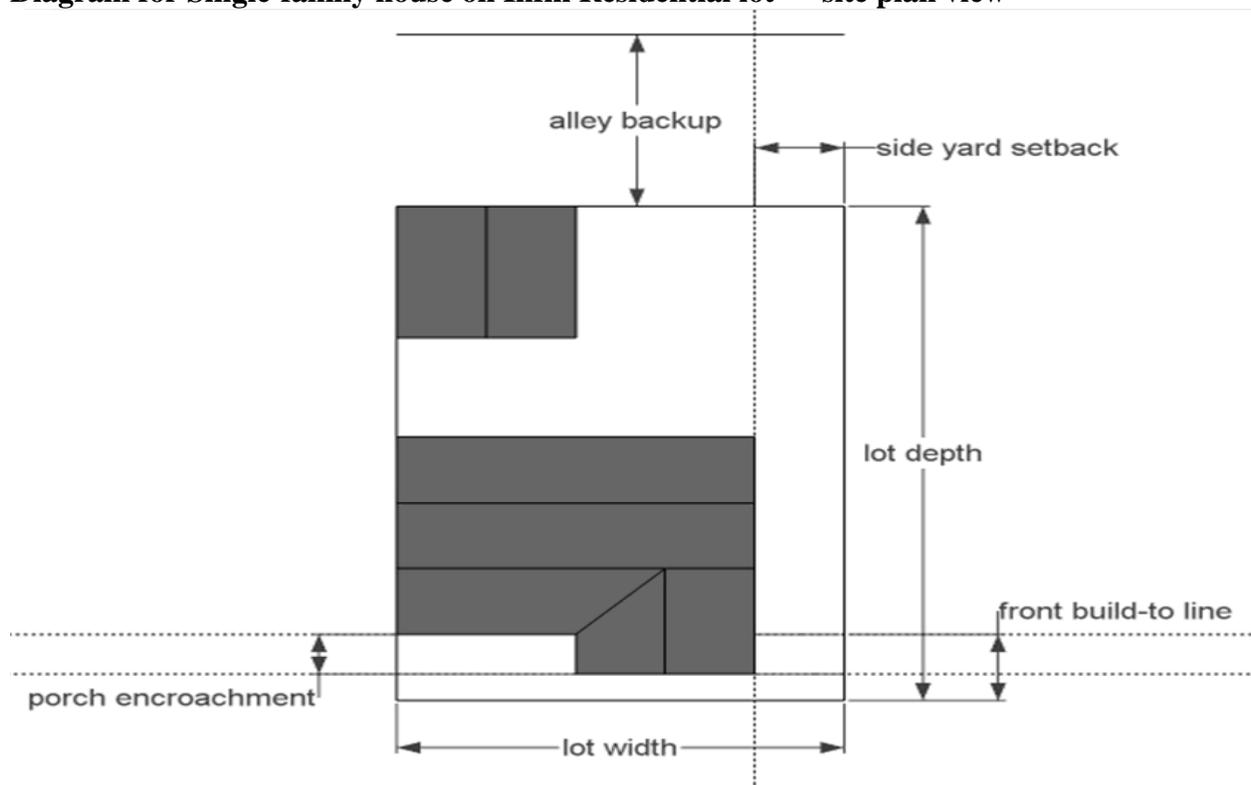


Diagram for Duplex on Corner Residential Lot — perspective view

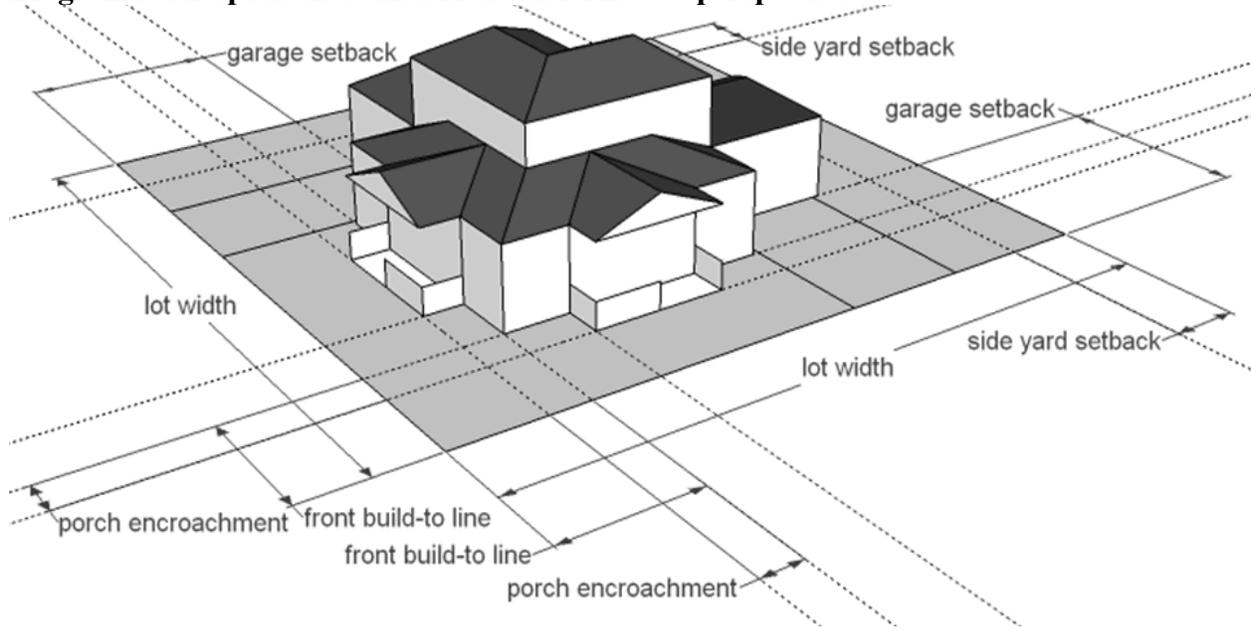
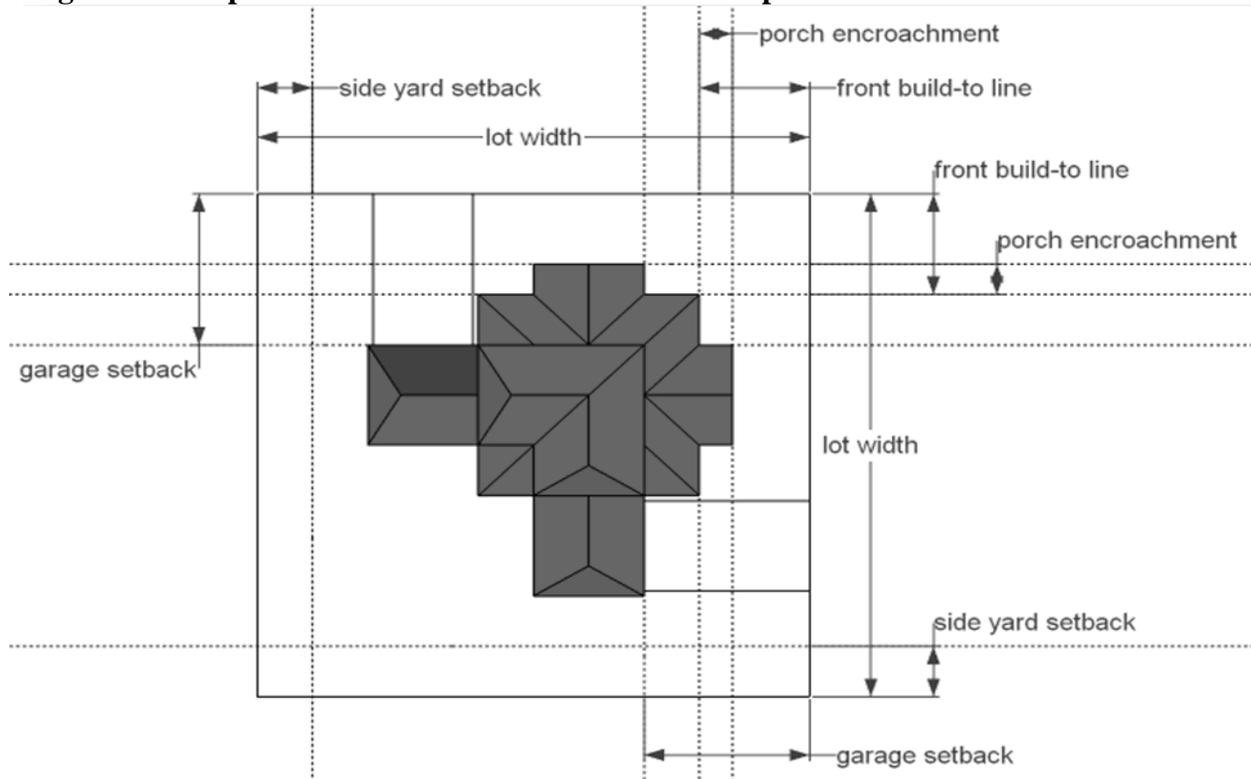


Diagram for Duplex on a Corner Residential lot — site plan view



C. Small apartment/condominium building/complex (two to fifteen (15) units).

1. Development standards.

Development standards	
	MDR or HDR ZONE
SITE SPECIFICATIONS	
Minimum lot size (sq. ft.)	6,000
Minimum width (feet).	60
Minimum width - corner lot (feet).	80
Minimum depth (feet).	100
BUILDING PLACEMENT	
Front build-to line.	

Fronting local, collector, or other residential street with on-street parking (feet). Transitional infill design guidelines apply (Section 17.08.070.D).	0-12
Fronting local, collector, or other residential street with on-street parking and adjacent to single-family uses along the same street (feet).	8-20
Fronting arterial street with no on-street parking (feet).	20-32
Rear yard (feet).	15
Interior side yard (feet).	10
Street side yard (feet).	15
BUILDING SIZE AND MASSING	
Lot coverage (percentage).	50%
Building height within 100 feet of SFR zone (feet).	35
Maximum building height (feet).	55
PARKING	
Location of on-site parking.	Behind the front façade of the residential building
Number of parking spaces.	Per Section 17.08.100
OPEN SPACE	
Required usable open space/recreation area.	Minimum 8% of lot area, minimum 20' width and depth
LANDSCAPING	
Required landscaping (percentage).	Minimum 15% of lot area
SOLAR PROVISION	

Minimum photo-voltaic kW per unit per Section 17.08.305.	0.5 kW
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- a. On-site management shall be provide for apartments four units or greater.
- b. A minimum four feet by four feet covered entryway shall be provided for each apartment or condominium unit. The entryway may be enlarged and designed as a porch.
- c. Required amenities for units in a small apartment include in-unit laundry hook-ups.
- d. Required amenities for units in a small condominium, beyond those required for apartments, include garage parking with storage shelves for each unit, and a minimum four feet by eight feet porch, patio, or balcony area.
- e. Other site amenities may include a barbeque area, pool, recreation courts, and shall be centrally located and easily accessible for residents.
- f. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
 - 1. Locate trash enclosures away from view, from primary entrances drive or streets;
 - 2. Design the trash enclosure to be a minimum of 165 square feet;
 - 3. Accommodate source separation of recyclable materials in accordance with State requirements;
 - 4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and
 - 5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

Diagram for small apartment — perspective view

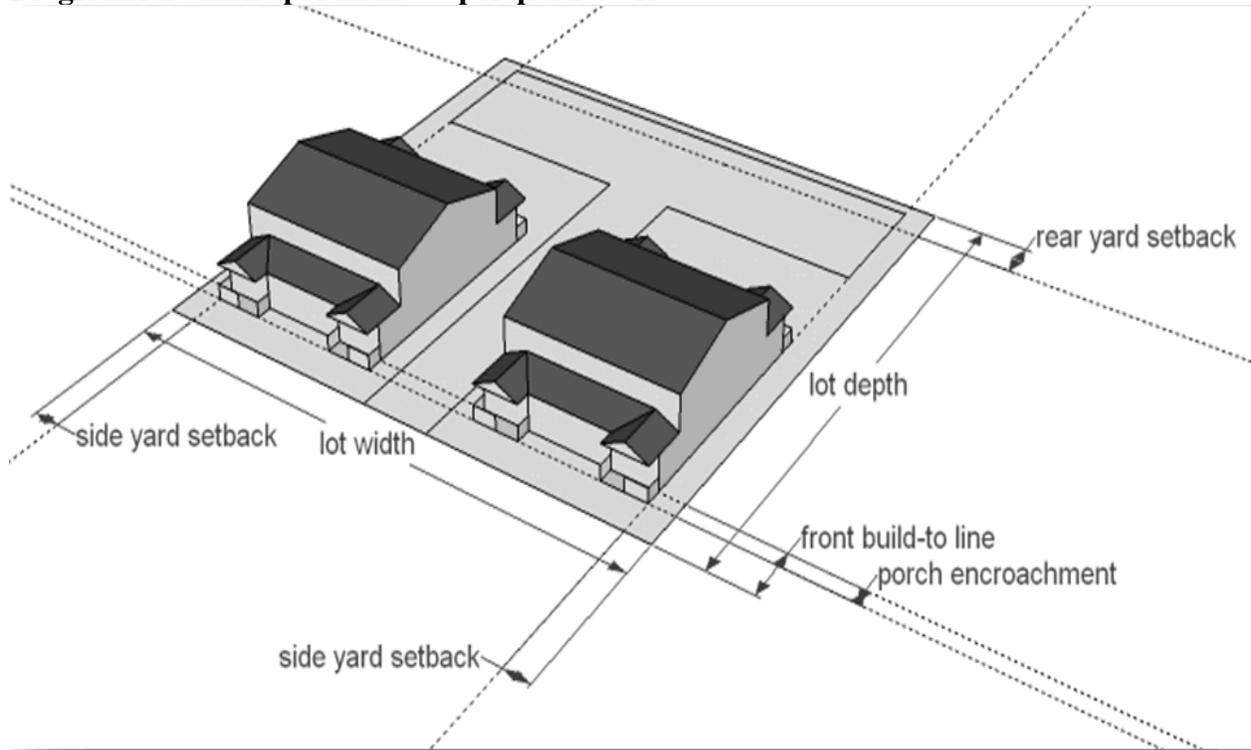
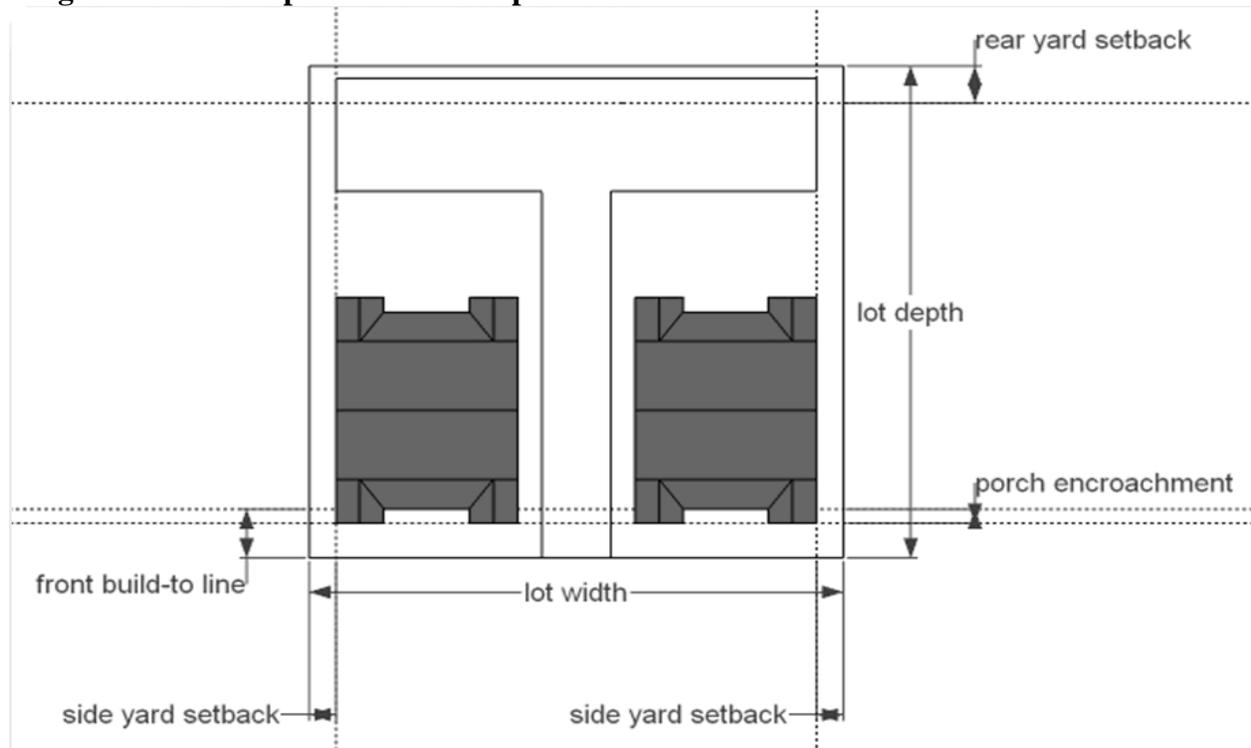


Diagram for small apartment — site plan view



D. Large apartment/condominium building/complex (sixteen (16) or more units).

1. Development standards.

Development standards	
	MDR or HDR ZONE
SITE SPECIFICATIONS	
Minimum lot size (sq. ft.)	6,000
Minimum width (feet).	60
Min. width — corner lot (feet).	75
Minimum depth (feet).	100
BUILDING PLACEMENT	
Front build-to line.	
Fronting local, collector, or other residential street with on-street parking (feet). Transitional infill design guidelines apply (Section 17.08.070.D).	0-12
Fronting local, collector, or other residential street with on-street parking and adjacent to single-family uses along the same street (feet).	8-20
Fronting arterial street (feet).	20-32
Rear yard (feet).	15
Interior side yard (feet).	15
Street side yard (feet).	20
BUILDING SIZE AND MASSING	
Lot coverage (percentage).	50%
Building height within 100 feet of SFR zone (feet).	35

Maximum building height (feet).	72
PARKING	
Location of on-site parking.	40 ft. from front property line
Number of parking spaces.	Per Section 17.08.100
OPEN SPACE	
Required usable open space/recreation area.	Minimum 8% of lot area, minimum 50' width and depth
LANDSCAPING	
Required landscaping (percentage).	Minimum 15% of lot area
SOLAR PROVISION	
Minimum photo-voltaic kW per unit per Section 17.08.305.	0.5 kW

- a. On-site management and security shall be provided for all large apartment complexes. Specific security provisions may include cameras, alarms, or active security guard surveillance, to the satisfaction of the ~~planning~~ Director.
- b. Required amenities for units in a large apartment include in-unit laundry hook-ups, and community pool and recreation room.
- c. Required amenities for units in a large condominium, beyond those required for apartments, include garage parking with storage shelves for each unit, and a minimum four feet by eight feet porch, patio, or balcony area.
- d. Other amenities for units in a large multi-family complex may include courts for basketball, tennis or other sports, indoor gym, outdoor dog park, or daycare center.
- e. All amenities shall be centrally located and easily accessible for residents.
- f. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
 - 1. Locate trash enclosures away from view, from primary entrances drive or streets;
 - 2. Design the trash enclosure to be a minimum of 165 square feet;

[3. Accommodate source separation of recyclable materials in accordance with State requirements;](#)

[4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and](#)

[5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.](#)

Diagram for large apartment — perspective view

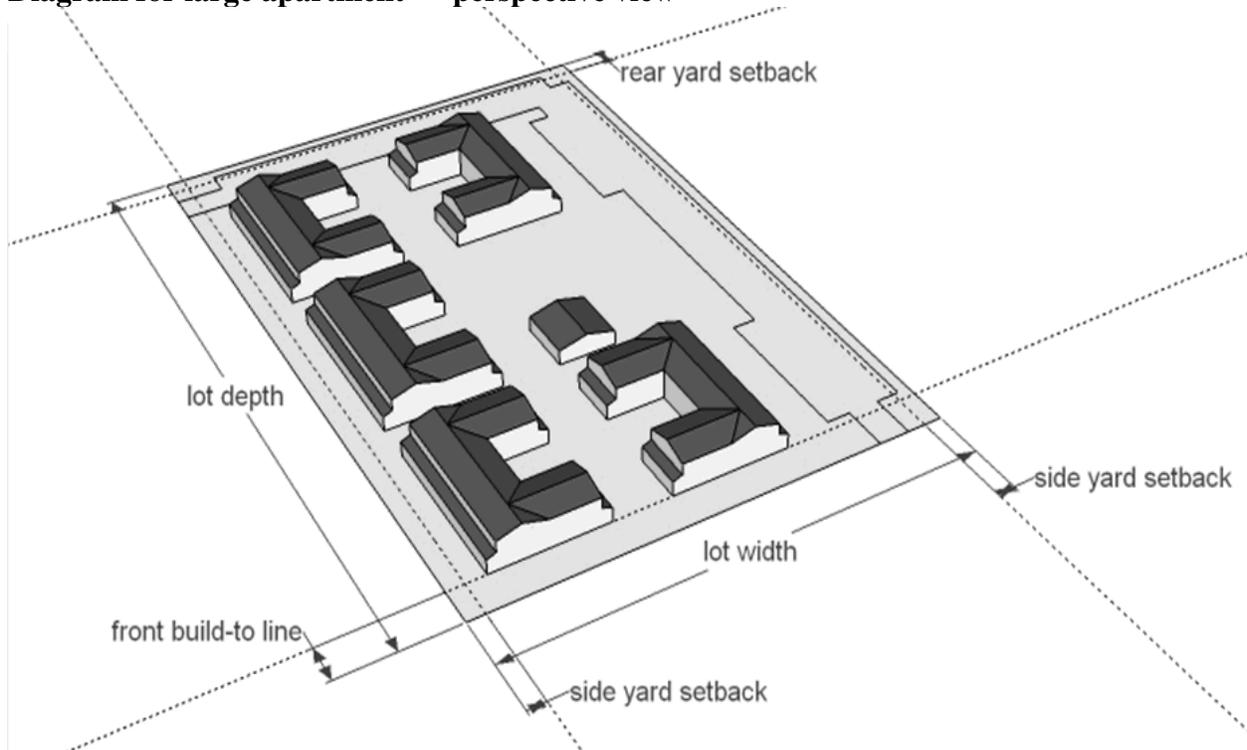
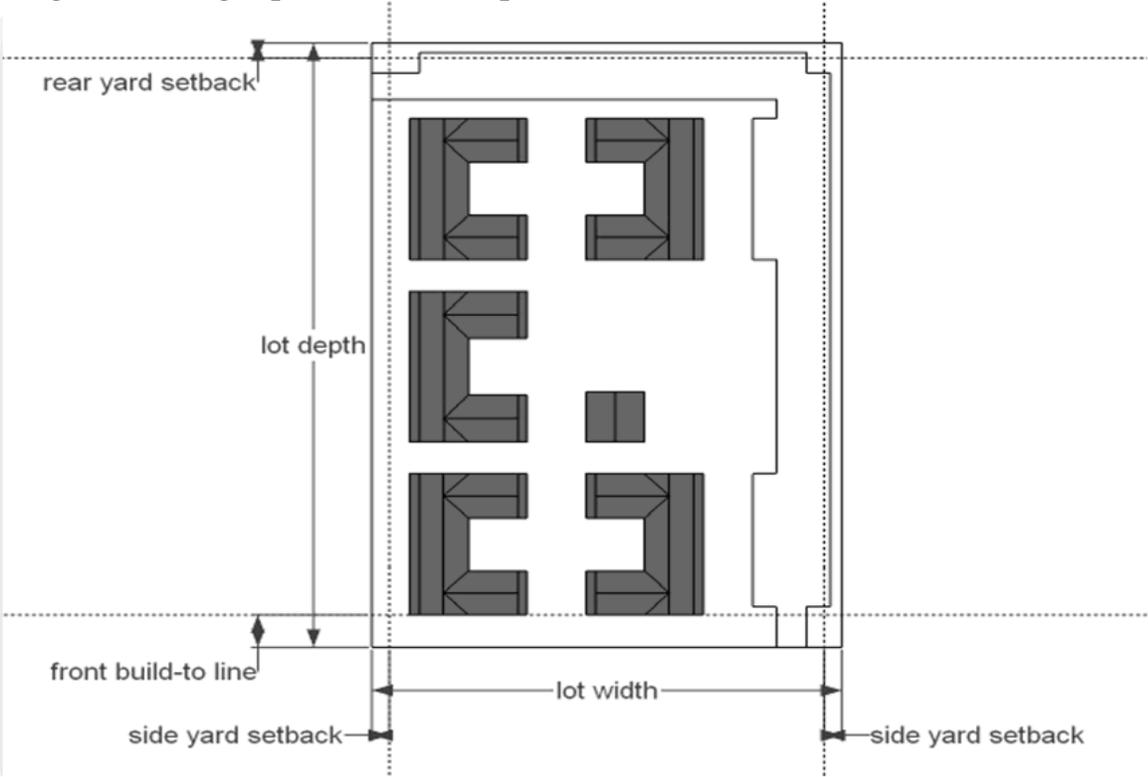


Diagram for large apartment — site plan view



(Ord. No. 989, § 1, 4-9-2013; Ord. No. 1020, § 4, 2-14-2017)

17.12.130 - Property development regulations.

A. General Regulations.

1. No new building or commercial coach shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section or Article X of Chapter 17.40, Commercial Coaches as Temporary Offices, which are pertinent to its placement on said lot or parcel.
2. No existing building or commercial coach located on an existing legal lot or parcel of land shall be convened, enlarged or moved unless said building, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines, or policies and subsection B of this section or Article X of Chapter 17.40, Commercial Coaches as Temporary Offices, which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created and no building, or portion thereof, existing on such new lot shall be used, unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section which are pertinent to the area and dimensions for new lots and the placement or location of buildings on said lot.

B. C Zone. Wherever property is designated as a C zone on the zoning map the following regulations, specific or general, shall apply:

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section, except those lots created within the boundaries of an approved shopping center to accommodate individual tenants. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)

	Minimum	Minimum	Minimum
Zone	Lot Area	Lot Width*	Lot Depth
C	10,000 sq. ft.	100 ft.	100 ft.

* Also denotes minimum street frontage.

See Section 17.40.070, 17.40.080, 17.40-.090A or 17.40.090B in the event public use or required street dedication would reduce the net lot area, lot width, or lot depth of an existing lot to less than the required minimum.

2. Yard Requirements.

- a. Additions or modifications to buildings or uses, either constructed or having received building permit approval, or having been legally established prior to May 4, 1983, may be

allowed with respect to yards of lesser dimension than required in this subsection where, in the opinion of the Director, allowing less than full compliance with the yard requirements would impose no substantial detriment to abutting property or improvements thereon. In rendering a decision on whether to allow a reduction of the required yard, the director shall consider whether:

(See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.)

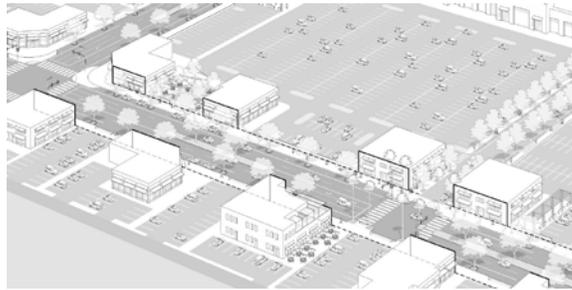
- 1) There are special circumstances or exceptional characteristics applicable to the property involved which are not generally applicable to other properties in the same vicinity with the same zoning;
- 2) An adjustment (if authorized) will constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning; and
- 3) The strict application of the yard requirements would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the yard requirements.

In no case shall the director's approval of the reduction of a required yard relieve the applicant/property owner from complying with minimum landscape requirements established by this title, unless such relief is specifically approved by the Director. (See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.)

- b. Setbacks, building placement, and building design shall be provided as follows. Guidance in the application of these requirements is provided by adopted city design guidelines and various diagrams contained within this code:

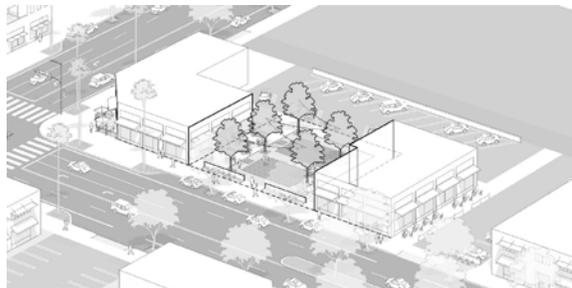
- 1) Street Frontages.
 - a) Street Frontage-Build-To Line. A "build-to" line for street frontages is established as follows. This "build-to" line shall apply to all street frontages adjacent to a property where pedestrian or vehicular access is available from that frontage:
 - (1) Arterial Street: Zero (0) to twelve (12) feet.
 - (2) All Other Streets: Zero (0) to six (6) feet.
 - b) Building Placement. Except as provided in Section 17.12.130.B.2.b.1) c), building placement on a property shall comply with the following requirements.
 - (1) New buildings, or additions to existing buildings, shall be designed and located so that a minimum of fifty (50) percent of the street frontage(s) has buildings located at the established "build-to" line for the parcel.
 - (2) Vehicular driveways and parking areas shall not be located between the façade of a building located at the "build-to" line and the back of the public sidewalk.
 - (3) In areas of the site where buildings are not located at the established "build-to" line, a minimum landscaped area of ten (10) feet in width shall be provided from the back of the sidewalk to any parking area. Such width

may be reduced by the approving authority where a parkway design is used to separate the sidewalk from the street curb. Landscaping installation and maintenance shall be in accordance with the requirements of Chapter 8.50.



Example of Building Placement at Build-To Line for 50% of Street Frontage
Diagram Courtesy of Sargent Town Planning

- c) Exceptions to Building Placement Requirements. Exceptions to the requirement for building placement established in subsection may be granted by the approval authority in the following circumstances:
- (1) In the case of a commercial center, an exception may be granted where an anchor tenant requires a specific dimension for a "view corridor" from the adjacent street.
 - (2) On a corner lot situation, an exception may be granted to reduce the minimum fifty (50) percent requirement on one of the frontages where another frontage exceeds the minimum requirement and the overall intent of the build-to line requirement is met.
 - (3) Where people-oriented activity areas, such as outdoor dining locations, are provided at the build-to line and designed in such a way as to meet the intent of the "build-to" line, an exception may be granted.
 - (4) Where a drive-through lane is provided between the building and the "build-to line", an exception may be granted if the building provides, as required in Section 17.12.130.B.2.b.2), sufficient design features facing the street frontage(s).



Example of Placement of Outdoor Activity Areas Along Street Frontage at Build-To Line
Diagram Courtesy of Sargent Town Planning

- 2) Building Design Requirements. All buildings located entirely or partially at the "build-to" line shall meet the requirements as stated below. Determination of the

appropriate building design elements shall be guided by Section 17.12.230 and the adopted city design guidelines.

a) Building Façades facing Street Frontage(s).

- (1) Buildings shall generally be oriented so that the rear of the building does not directly face the adjacent street frontage(s). The approving authority may approve an exception to this where sufficient design elements, including but not limited to building fenestration, building materials, pedestrian access points into and through the building, and other techniques are provided to meet the design intent of the code.
- (2) Design of building façades facing a street shall provide the appearance of a storefront. Design elements may include arcades, patios, awnings, and overhangs as appropriate to enhance appearance and use of the space.

b) Public Entrances.

- (1) Except as provided under subsection ii., all buildings located entirely or partially at the "build-to" line shall have a public entrance directly facing the street frontage, and provide direct pedestrian access to the entrance from the adjacent street frontage.
- (2) A public entrance may be located on the side of a building not directly facing a street frontage provided that the entrance is clearly visible to people from the adjacent street, direct public access is provided, and the building façade directly facing the street has sufficient fenestration and other design elements and treatment to create a visible connection with that street frontage.



Building Entrance and Treatment for Side-On Design
Diagram Courtesy of Sargent Town Planning

- 3) Interior side yard and rear yard: Ten (10) feet where abutting a residential zone.

3. Height Regulations. The height of buildings shall be as follows:

- a. No building or structure in the C zone shall exceed a height of 50 feet or 3 stories, whichever is less. This section does not apply to conditional use permit uses which shall be subject to Article I of Chapter 17.32. (See Article XII of Chapter 17.40 for general exceptions.)
- b. No commercially used building in the C zone which is within 100 feet of any RR, SRR, or R zone shall exceed a height of 2 stories or 35 feet, whichever is less.

- c. No building may be constructed which would shade any existing active solar energy system on adjoining property without the consent of the affected property owner.
 - d. Exception for Solar Systems. Solar collectors may exceed the height limit when mounted on the roof of a legal, conforming building. The right to exceed the height limit shall be exercised only in the event that: there is no other practical means or location for achieving an efficient placement on the building or site in question; such collectors may exceed the height limit only to the extent necessary to achieve efficient placement; in no case shall such solar collectors (or related equipment) encroach more than 5 feet beyond the limit. Also the placement of a solar collector shall not shade or otherwise diminish the efficiency of existing solar collectors on neighboring property, or preclude such property from sufficient solar access to successfully operate a solar energy system sufficient to serve the needs of the business or occupants.
4. Reserved.
5. Landscaping. No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot.
6. Outside display. All displays shall be located wholly within an enclosed building with the exception of the following:
- a. Amusement rides and devices;
 - b. Automobile sales, limited to automobiles, tractors, and trucks under 2 tons held for sale and rental only;
 - c. Automobile service stations, limited to automobile accessories and facilities necessary to the dispensing of petroleum products only;
 - d. Boat sales, limited to boats held for sale or rental only;
 - e. Carnivals—Commercial;
 - f. Christmas trees and wreaths, sale of;
 - g. Crops, field, tree, bush and row, including nursery stock, flowers and vines;
 - h. Electric distribution substations;
 - i. Equipment rental;
 - j. Gas metering and control stations, public utility;
 - k. Mobilehome sales, limited to mobilehomes held for sale or rental only;
 - l. Parking lots;
 - m. Pumpkins and other seasonal agricultural products, sale of;
 - n. Recreational vehicle sales, limited to recreational vehicles held for sale or rental only;
 - o. Signs, existing outdoor advertising;
 - p. Temporary outdoor sales subject to Section 17.12.070;
 - q. Trailer sales, box and utility, limited to trailers held for sale only.
7. [Trash enclosure location\(s\) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:](#)

- [1. Locate trash enclosures away from view, from primary entrances drive or streets;](#)
- [2. Design the trash enclosure to be a minimum of 165 square feet;](#)
- [3. Accommodate source separation of recyclable materials in accordance with State requirements;](#)
- [4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and](#)
- [5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.](#)

(Ord. 711 §§ 15, 44 (part), 1995: prior zoning ord. § 221.050)

(Ord. No. 907, § 5, 10-28-2008; Ord. No. 1016, § 3, 12-13-2016; [Ord. No. 1028, § 1, 7-11-2017](#))

17.12.150 - Signs—General provisions.

- A. The provisions of this section regulating signs shall not apply to the following signs except as otherwise indicated herein:
1. Official notices issued by any court, public body or public officer;
 2. Notices posted by any public officer in performance of a public duty, or for any person in giving legal notice;
 3. Traffic, directional, warning or informational signs or banners required or authorized by the public authority having jurisdiction over such signs;
 4. Official signs used for emergency purposes only;
 5. Permanent memorial or historical signs, plaques or markers;
 6. Public utility signs, provided such signs do not exceed 3 square feet in area;
 7. Any signs for a shopping center of 10 net acres or more which are lawfully erected in accordance with a city-approved sign program required as a condition of approval of the conditional use permit authorizing the shopping center;
 8. Any signs for a shopping center of less than 10 net acres which are lawfully erected in accordance with a city-approved sign program required as a condition of the site plan approval.
- B. Prohibited Signs. The following signs shall be prohibited in the C zone and may not be included in any sign plan.
1. Signs which contain or utilize:
 - a. Any exposed incandescent lamp,
 - b. Any revolving beacon light,
 - c. Any continuous or sequential flashing operation, except signs displaying time of day, atmospheric temperature or having programmable electronic public service messages only,
 - d. Any system for display of time of day, atmospheric temperature or programmable electronic public service messages in which:
 - 1) The messages are not public service in nature, or
 - 2) The proposed display has any illumination which is in continuous motion or which appears to be in continuous motion, or
 - 3) The message is changed at a rate faster than one message every 4 seconds, or
 - 4) The interval between messages is less than one second, or
 - 5) The intensity of illumination changes, or
 - 6) The display is located less than 100 feet on the same side of the street, or 200 feet across the street, from residentially zoned property;
 2. Any notice, placard, bill, card, poster, sticker, banner, sign, advertising or other device calculated to attract the attention of the public which any person posts, prints, sticks, stamps,

tacks or otherwise affixes, or causes the same to be done to or upon any street, right-of-way, public sidewalk, crosswalk, curb, lamppost, hydrant, tree, telephone pole or lighting system, or upon any fixture of the police or fire alarm system of the city of Lancaster or the county of Los Angeles;

3. Any sign which is placed in a manner which would obstruct a driver's or pedestrian's vision and thus create a hazard, or potential hazard, to the public health, safety or welfare;
4. Any strings of pennants, banners or streamers, clusters of flags, strings of twirlers or propellers, flares, balloons, and similar attention-getting devices, including noise-emitting devices, with the exception of the following:
 - a. Automobile sales uses only may utilize pennants, banners or streamers subject to the following conditions:
 - 1) All such displays must be positioned horizontally and parallel to the ground and shall maintain a minimum height of 14 feet and a maximum height of 18 feet from grade level.
 - 2) All lines supporting such devices shall be secured in a taut manner and shall exhibit no more than 5 inches sag or droop at midline. No more than 3 such lines may be placed above one another and such lines shall be located along street frontages only.
 - 3) All pennants, banners or streamers shall be maintained in good condition. Such devices which have become torn, tattered, faded or otherwise fallen into disrepair shall be removed or replaced.
 - b. National state, local governmental, institutional or corporate flags properly displayed,
 - c. Holiday decorations in season used for an aggregate period of 60 days in any one calendar year;
5. Awning or entrance canopy signs;
6. Devices dispensing bubbles and free-flowing particles of matter;
7. Devices projecting, or otherwise reproducing the image of a sign or message on any surface or object;
8. New outdoor advertising signs;

~~9. Pole signs;~~

~~10. Portable signs;~~

~~10~~¹¹. Projecting signs;

~~11~~¹². Revolving signs of any kind;

~~12~~¹³. Roof signs;

~~13~~¹⁴. Sidewalk signs;

~~14~~¹⁵. Signs advertising or displaying any unlawful act, business or purpose;

~~15~~¹⁶. Signs emitting or amplifying sounds for the purpose of attracting attention;

~~16~~¹⁷. Temporary signs, except as otherwise specifically permitted by this title.

- C. General Sign Regulations. The following regulations apply to all signs in the C zone:

1. In no case shall a lighted sign or lighting device thereof be placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a street, sidewalk or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance.
 2. Existing outdoor advertising signs are subject to Section 17.40.210.
 3. Signs, except outdoor advertising signs, may be single-, double- or multi-faced, provided that:
 - a. The distance between the faces of any double-faced sign, other than a "V" shaped projecting sign, shall not exceed 36 inches.
 - b. The separation between the intersecting faces of any multi-faced sign shall not exceed 12 inches.
 4. Any sign located on vacant and unoccupied property, and which was erected for an occupant or business unrelated to the present occupant or business, or any sign which pertains to a time, event or purpose which no longer exists shall be removed within 30 days after the purpose for, or use utilizing such sign has been removed from such property.
 5. Any permitted sign may be a changeable copy sign.
 6. All signs shall be designed in the simplest form and be free of any exposed bracing, angle iron, guy wires, cables or similar devices.
 7. The exposed backs of all signs visible to the public shall be suitably covered, finished and properly maintained.
 8. All signs shall be maintained in good repair, including display surfaces which shall be kept neatly painted or posted.
 9. Any sign which does not conform to the provisions of this title shall be made to conform or shall be removed as provided in subsection B.4. of Section 17.32.850 except as provided in Section 17.32.850B.4.c.
 10. Except where otherwise specifically provided by this title, sign regulations established pursuant to this title shall not apply to signs within a building, arcade, court or other similarly enclosed area where such signs are not visible to the public without entering such facilities.
 11. The height of all signs shall be measured from the highest point of the sign.
- D. Computation of Sign Area. Computation of the surface area of any sign face shall consist of all lettering, figures, symbols, designs and pictures, together with all framing, background material, colored or illuminated areas, and attention-attracting devices forming an integral part of the overall display, but excluding all support structures, except that:
1. Superficial ornamentation of a non-message-bearing character which does not exceed 5% of the surface area of the sign face shall be exempted from computation.
 2. Wall signs painted on or affixed directly to a building wall or façade, and having no discernible boundary, shall have the areas between letters, words intended to be read together, and any device intended to draw attention to the sign message included in any computation of surface area of the sign face.
 3. Signs placed in such a manner, or bearing a text, as to require dependence upon each other in order to convey meaning shall be considered one sign and the intervening areas between the signs shall be included in any computation of surface area of the sign face.

4. Spherical, cylindrical or other 3-dimensional signs shall be considered to have 2 faces. The area of each sign face shall consist of $\frac{1}{2}$ of the total area of the 3-dimensional sign.

(Ord. 711 § 15 (part), 1995; prior zoning ord. § 221.061)

17.12.160 - Business signs.

Business signs may be permitted in the C zone subject to Section 17.12.230, and the restrictions of this section. For more information concerning specific types of signs see Section 17.04.240, Definitions.

A. Wall Business Signs.

1. Area Permitted.

- a. Each ground floor business establishment fronting on and/or oriented toward one or more streets may be permitted (See Section 16.04.060 of this code for the definitions of the different classifications of streets):
 - 1) On lots or parcels abutting or directly across a local or collector street from residentially zoned property, a maximum of one square foot of wall sign area for each one linear foot of building frontage;*
 - 2) On all other lots or parcels a maximum of 3 square feet of wall sign area for each one linear foot of building frontage;
 - 3) If building identification signs are used, the area of such signs shall be subtracted from the area permitted for wall signs.

* EXCEPTION. In instances where businesses abut residentially zoned property but the proposed signs do not face toward residentially zoned property, the Director may determine the amount of signage to be permitted not to exceed the maximum of 3 square feet for each one linear foot of building frontage.

- b. Where a ground floor business establishment fronts only on a parking lot, alley, open mall, landscaped open space, or other public way, the exterior building wall facing such parking lot, alley, open mall, landscaped open space, or other public way shall be considered a building frontage for purposes of computing permitted wall sign area.
- c. A ground floor business establishment having entrances intended for and regularly utilized by the public on the side of a building not considered to be building frontage by this section shall be permitted one wall sign on each such side provided the sign does not exceed $\frac{1}{2}$ the sign area permitted on the building frontage of said business. Where a business has more than one building frontage recognized by this section, an average of the permitted sign areas shall be used in computation. The combined area of all signs shall not exceed that specified in subsection A.1. of this section.
- d. Except as provided in subsection A.1.c. of this section, permitted sign area shall be used only on the face of the building wall for which it was calculated. No sign area may be transferred from one building frontage to another.
- e. Any building containing business establishments which front only on an indoor mall having a limited number of entrances, shall be considered a single establishment for the purpose of computing the wall sign area permitted on the exterior walls of such building.
- f. Each ground floor business establishment shall be permitted a minimum sign area of 20 square feet for each building frontage.

- g. Each business establishment located above the ground floor which has an individual entrance from the outside of the building may be allowed a wall sign near the individual entrance in accordance with the area permitted for ground floor uses under subsection A.1.a.1) of this section. Such business establishments which are served by a common entrance may not have signs above the ground floor.
 - h. Each business establishment located on the ground floor or second floor having no building frontage shall be permitted a maximum of 4 square feet of sign area facing the street. Such business establishments may not have signs above the ground floor.
2. Height Permitted. Wall business signs shall not extend above:
 - a. Eighteen inches below the top of the wall of a single-story building;
 - b. The lowest point of a sloping roof of a single-story building.
 3. Projection Permitted. Wall business signs shall not project more than 18 inches from the building wall to which they are attached. Freestanding signs may not project over the public right-of-way.
 4. Lighting. Wall business signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- B. Freestanding Business Signs. ~~Monument signs and post signs are the only freestanding business signs permitted in the C zone.~~
1. Monument Signs and Post Signs. Monument Signs and Post Signs shall comply with the following standards:
 - ~~1.~~ a. Frontage. ~~Freestanding business~~Monument and post signs may be permitted on any lot or parcel of land for each street frontage having a continuous distance of 150 feet or more. Such signs may also be permitted as provided in subsection B.9. of this section.
 - ~~2.~~ b. Area Permitted.
 - ~~1a.~~ Except as otherwise provided in this section, the maximum freestanding business sign area that shall be permitted for each street frontage or for each combination of frontages considered to be a single frontage under either subsection B.9.a. or b. of this section is:
 - ~~1)a.~~ On lots or parcels where the street frontage abuts or is directly across a local or collector street from residentially zoned property, 50 square feet total sign area;
 - ~~b2.~~ On all other lots or parcels, 150 square feet total sign area.
- Where the locational requirements of Section 17.12.140 et seq. permit additional freestanding business signs on the same frontage, sign area allocated for each sign may be any proportion provided that the sum does not exceed the maximum permitted sign area established herein for a specific frontage or combination of frontages and that they conform to all other requirements of Section 17.12.140 et seq.

- c3. Height Permitted. Monument and post ~~Freestanding business~~ signs shall not exceed a maximum height of 12 feet measured vertically from ground level at the base of the sign, or 3 feet below the roof line, whichever is least.
- d4. Location of Signs on All Lots and Parcels.
 - a1. Monument and post signs ~~Freestanding business signs~~ shall not be located nearer than 50 feet from any lot line, other than a lot line adjoining a street.
 - 2b. Monument and post signs ~~Freestanding business signs~~ shall not be located nearer than 150 feet from any other freestanding business sign on the same frontage on the same lot, parcel of land, or within any shopping center.
 - 3e. Monument and post ~~Freestanding~~ signs shall be directed toward the street frontage from which the area of the sign is computed.
- 5e. Projection.
 - a1. Monument and post ~~Freestanding business~~ signs shall not project over the roof of any building or structure.
 - 2b. Monument and post ~~Freestanding business~~ signs shall not project over any public right-of-way.
- f6. Movement. Monument and post ~~Freestanding business~~ signs shall not rotate, move or simulate motion in any way.
- g7. Lighting. Monument and post signs ~~Freestanding business signs~~ may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- 8h. Other requirements for monument signs.
 - 1. Sign copy shall be displayed within one sign structure. No other signage shall be attached to or placed on the monument sign.
 - 2. All electrical service to the sign shall be underground and hidden from view.
- i9. Exceptions.
 - a1. If a lot or parcel of land is a corner lot, the distances of any 2 intersecting street frontages may be combined and considered as a single frontage for the purpose of erecting and/or maintaining a single freestanding business sign adjacent to the corner formed by the intersecting street frontages, provided that:
 - a.1) The total combined distance of the 2 street frontages is 150 feet or more with no frontage less than 50 feet; and
 - b.2) No street frontage shall be used in combination as described herein more than once; and
 - c.3) Such sign or signs comply with all area, height, projection, lighting, movement, and locational requirements established elsewhere in this title.

2**b**. If any application for Director's Review, including a site plan and an architectural sketch of the proposed sign, is first submitted to and approved by the Director as provided in Article VI of Chapter 17.32, the street frontages of 2 or more contiguous lots or parcels of land may be combined and considered as a single frontage for the purpose of jointly erecting and/or maintaining one freestanding business sign, provided that:

a.~~1~~) The combined street frontage is 150 feet or more; and

~~2~~b.) Such lots or parcels of land share a common street frontage; and

~~3~~c.) Such sign complies with all area, height, projection, lighting, movement and locational requirements established elsewhere in this title; and

4)d.) If one such lot is a corner lot, only frontage along the street common to all lots or parcels of land so combined shall be used in these computations and all other frontages shall be considered separately.

3. If an application for Director's Review, including a site plan and an architectural sketch of the proposed sign, is first submitted to and approved by the Director as provided in Article VI of Chapter 17.32, one monument sign 42 inches or less in height may be erected and/or maintained on a lot or parcel of land having less than 150 feet of continuous street frontage. However if a monument sign greater than 42 inches in height or a post sign is desired by the applicant the Director, in approving any such application shall make the following findings in addition to those specified in Section 17.32.790:

a.~~1~~) That no freestanding business sign currently exists on the subject property; and

b.~~2~~) That it is not practical for the applicant to combine the street frontage of said property with the frontage of one or more contiguous properties in order to comply with the minimum frontage requirement pursuant to subsection B.1. of this section; and

c.~~3~~) That surrounding buildings, structures or topographical features would substantially obstruct the visibility of a wall sign as permitted by this section for a distance of 100 feet, on one or both sides of such sign, measured along the center line of the street upon which such property fronts; and

d.~~4~~) That the requested sign is necessary for the effective identification of businesses located on said premises; and

e.~~5~~) That the requested sign will not obscure or significantly detract from existing legal signing located on surrounding properties; and

f.~~6~~) That the requested sign does not constitute a detriment to public health, safety and welfare; and

g.~~7~~) That the requested sign is in compliance with all other provisions of this title.

4e. If the obstruction referred to in subsection B.9.c.3) of this section is a nonconforming sign, the Director shall require, as a condition of approval, that

the proposed sign be removed no later than the date specified by this title for removal of the nonconforming sign. Such date for removal shall not be extended except in the instance where the amortization period for said nonconforming sign has been extended by the approval of an application for nonconforming use and structure review. In such instance, the new removal date shall not extend beyond the new amortization period established for said nonconforming sign.

The maximum permitted area of such sign shall be in the following ratio:

- ~~a.1)~~ On lots or parcels where the street frontage abuts or is across a local or collector street from residentially zoned property, ½ square foot of sign area for each foot of street frontage up to a maximum of 50 square feet total sign area; and
 - ~~2)b.~~ On all other lots or parcels, 1½ square feet of sign area for each foot of street frontage up to a maximum of 150 square feet total sign area.
- 5e. Proposals for shopping centers of more than 2 net acres but no greater than 10 net acres shall require the submittal of an overall sign program which is subject to the Director's Review and approval. Shopping centers of greater than 10 net acres in size shall require an overall sign program as a condition of the required conditional use permit.

2. Pole and Pylon Signs. Pole and Pylon Signs shall comply with the following standards:

- a. Number. One sign for each site with a minimum of 150 feet of frontage on a major arterial.
- b. Height. Maximum of 50 feet. For signs over 50 feet in height a Conditional Use Permit shall apply per Section 17.12.080(j).
- c. Location. Signs shall be located a minimum of 15 feet from interior side lot lines. Criteria for determining the precise location of signs shall include, but not limited to, visibility from the street, proximity to other signs and buildings, frontage and configuration of the site. Each sign shall a minimum of 100 square feet of landscaped planter area proportionally surrounding the sign, which shall be in addition to any other required landscaped area.
- d. Street Address. All signs shall contain a street address.
- e. Design Guidelines. Signs permitted per this section shall comply with any sign design guidelines that may be adopted by the City or as may be determined by the Director.
- f. Design Review. All signs shall be reviewed and approved or conditionally approved with a Director's Review or Conditional Use Permit. Factors that the Director or Commission will consider include, but are not limited to the following:
 1. That the sign does not interfere with the ability of adjoining properties or uses to have visible signage;
 2. That the sign does not detract from architectural features of the building; and

3. That the sign does not interfere with vehicular or pedestrian movement or with visibility for vehicular or pedestrian movements.

- C. Under Marquee Sign. Each business establishment may be permitted under marquee signs subject to the following restrictions:
1. Area permitted: Maximum of 3 square feet total sign area.
 2. Number permitted:
 - a. Maximum of 2 per tenant; and
 - b. One for each entrance.
 3. Height above sidewalk: Shall not be less than 8 feet.
 4. Lighting. Under marquee signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- D. Window Signs. Each business establishment may be permitted display window signs subject to the following restrictions:
1. Area permitted: Maximum of 25% of the window area.
 2. Lighting. Window signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- E. Incidental Business Signs. Each business establishment may be permitted incidental business signs provided:
1. That such signs are wall signs or window signs or are displayed within an existing freestanding sign structure; and
 2. That such signs do not exceed 3 square feet in sign area or 6 square feet in total sign area; and
 3. That the sum of the sign areas of all such signs does not exceed 10 square feet.
 4. Incidental business signs may be internally or externally lighted but any continuous or sequential flashing operation is prohibited.

(Ord. 711 § 15 (part), 1995: prior zoning ord. § 221.063)

17.12.640 - Property development regulations.

A. General.

1. No new building or commercial coach shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section or Article X of Chapter 17.40 which are pertinent to its placement of said lot or parcel.
2. No existing building or commercial coach located on an existing legal lot or parcel of land shall be converted, enlarged or moved unless said building or commercial coach, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created, or any building, or portion thereof, existing on such new lot be used unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section which are pertinent to the area and dimensions for new lots and those regulations pertinent to the placement or location of buildings on said lot.

B. H Zone.

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)
 - a. Minimum lot area: 40,000 square feet (see Sections 17.40.070 and 17.40.080 in the event public use or required street dedication would reduce the net area of an existing lot to less than 40,000 square feet);
 - b. Minimum lot width: 100 feet (see Section 17.40.090A in the event the width of an existing lot is reduced by public use);
 - c. Minimum lot depth: 100 feet (see Section 17.40.090B in the event the depth of an existing lot is reduced by public use).
2. Yard Requirements.
 - a. Additions or modifications to buildings or uses, either constructed or having received building permit approval, or having been legally established prior to June 15, 1983, may be allowed with yards of lesser dimension than required in this subsection where, in the opinion of the Director, allowing less than full compliance with the yard requirements would impose no substantial detriment to abutting property or improvements thereon. The Director shall then also consider if:
 - 1) There are special circumstances or exceptional characteristics applicable to the property involved which are not generally applicable to other properties in the same vicinity with the same zoning,

- 2) An adjustment (if authorized) will constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning, and
 - 3) The strict application of the yard requirements would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the yard requirements, in rendering a decision on whether to allow a reduction of the required yard. In no case shall the Director's approval of the reduction of a required yard relieve the applicant/property owner from complying with minimum landscape requirements established by this title unless such relief is specifically approved by the Director. (See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.)
- b. Yards shall be provided as follows:
- 1) Front yard, street side yard and interior side yard: 20 feet plus 5 feet for each story over one. No parking shall take place within 20 feet of a property line within a required front or street side yard, such area shall be fully landscaped except where crossed by approved driveways. Parking on lawns or other landscaped areas is prohibited.
 - a) The front yard, street side yard and interior side yard of all uses shall be landscaped with living plant materials such as trees, shrubs and lawn prior to occupancy by any use, shall be served by a permanent automatic irrigation system and shall be maintained as required in this title.
 - 2) Rear yard:* 50 feet.
 - a) Where the rear yard abuts a public street, said yard shall be landscaped in the same manner as required for the front yard for a distance of not less than 20 feet, measured from the street right-of-way line to a line parallel to the right-of-way on the lot or parcel of land.
3. Maximum lot coverage: 50% of the lot area.
4. Landscaping: No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot.
- * EXCEPTION: Solar energy systems are permitted in rear yards and are not counted against lot coverage.

5. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:

1. Locate trash enclosures away from view, from primary entrances drive or streets;
2. Design the trash enclosure to be a minimum of 165 square feet;
3. Accommodate source separation of recyclable materials in accordance with State requirements;
4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and

5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

-(Ord. 711 § 44 (part), 1995; Ord. 651 § 4 (part), 1993; prior zoning ord. § 224.050)

17.12.800 - Property development regulations.

A. General.

1. No new building shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or temporary commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
2. No existing building or temporary commercial coach located on an existing legal lot or parcel of land shall be converted, enlarged, or moved unless said building, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created or any building, or portion thereof, existing on such new lot be used, unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, which are pertinent to the area and dimensions for new lots and those regulations pertinent to the placement or location of buildings on said lot.

B. OP Zone. Wherever property is designated as an OP zone on the zoning map the following regulations shall apply:

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)

	Minimum	Minimum	Minimum
Zone	Lot Area	Lot Width*	Lot Depth
OP	10,000 sq. ft.	80 ft.	100 ft.

* Also denotes minimum street frontage.

See Section 17.40.070, 17.40.080, 17.40.090 A or 17.40.090B in the event public use or required street dedication would reduce the net lot area, lot width, or lot depth of an existing lot to less than the required minimum.

2. Setbacks, building placement, and building design shall be provided as follows. Guidance in the application of these requirements is provided by adopted city design guidelines and various diagrams contained within this code:
 - a. Street Frontages.

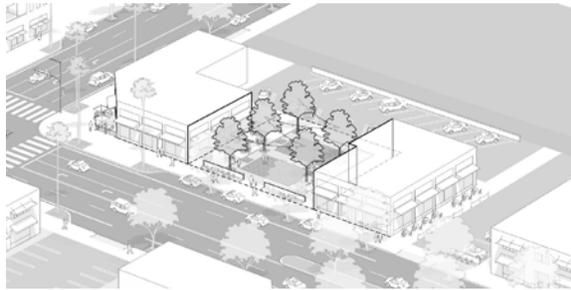
- 1) Street Frontage-Build-To Line. A "build-to" line for street frontages is established as follows. This "build-to" line shall apply to all street frontages adjacent to a property where pedestrian or vehicular access is available from that frontage:
 - a) Arterial Street: Zero (0) to twelve (12) feet.
 - b) All Other Streets: Zero (0) to six (6) feet.
- 2) Building Placement. Except as provided in Section 17.12.800.B.2.a.3), building placement on a property shall comply with the following requirements.
 - a) New buildings, or additions to existing buildings, shall be designed and located so that a minimum of fifty (50) percent of the street frontage(s) has buildings located at the established "build-to" line for the parcel.
 - b) Vehicular driveways and parking areas shall not be located between the façade of a building located at the "build-to" line and the back of the public sidewalk.
 - c) In areas of the site where buildings are not located at the established "build-to" line, a minimum landscaped area of ten (10) feet in width shall be provided from the back of the sidewalk to any parking area. Such width may be reduced by the approving authority where a parkway design is used to separate the sidewalk from the street curb. Landscaping installation and maintenance shall be in accordance with the requirements of Chapter 8.50.



Example of Building Placement at Build-To Line for 50% of Street Frontage
Diagram Courtesy of Sargent Town Planning

- 3) Exceptions to Building Placement Requirements. Exceptions to the requirement for building placement established in subsection may be granted by the approval authority in the following circumstances:
 - a) In the case of a commercial center, an exception may be granted where a major tenant requires a specific dimension for a "view corridor" from the adjacent street
 - b) On a corner lot situation, an exception may be granted to reduce the minimum fifty (50) percent requirement on one of the frontages where another frontage exceeds the minimum requirement and the overall intent of the build to line requirement is met.
 - c) Where people-oriented activity areas, such as outdoor dining locations, are provided at the build-to line and designed in such a way as to meet the intent of the "build-to" line, an exception may be granted.

- d) Where a drive-through lane is provided between the building and the "build-to line", an exception may be granted if the building provides, as required in Section 17.12.800.B.2.b, sufficient design features facing the street frontage(s).



Example of Placement of Outdoor Activity Areas Along Street Frontage at Build-To Line
Diagram Courtesy of Sargent Town Planning

- b. Building Design Requirements. All buildings located entirely or partially at the "build-to" line shall meet the requirements as stated below. Determination of the appropriate building design elements shall be guided by Section 17.12.230 and the adopted city design guidelines.
- 1) Building Façades facing Street Frontage(s).
 - a) Buildings shall generally be oriented so that the rear of the building does not directly face the adjacent street frontage(s). The approving authority may approve an exception to this where sufficient design elements, including but not limited to building fenestration, building materials, pedestrian access points into and through the building, and other techniques are provided to meet the design intent of the code.
 - b) Design of building façades facing a street shall provide the appearance of a storefront. Design elements may include arcades, patios, awnings, and overhangs as appropriate to enhance appearance and use of the space.
 - 2) Public Entrances.
 - a) Except as provided under subsection ii below, all buildings located entirely or partially at the "build-to" line shall have a public entrance directly facing the street frontage, and provide direct pedestrian access to the entrance from the adjacent street frontage.
 - b) A public entrance may be located on the side of a building not directly facing a street frontage provided that the entrance is clearly visible to people from the adjacent street, direct public access is provided, and the building façade directly facing the street has sufficient fenestration and other design elements and treatment to create a visible connection with that street frontage.



Building Entrance and Treatment for Side-On Design
Diagram Courtesy of Sargent Town Planning

- c. Interior side yard and rear yard: Ten (10) feet where ~~the~~ abutting a residential zone. ~~OP zone abuts property in an RR zone, the required yard may be increased at the discretion of the approving authority in order to mitigate any potentially adverse effect on neighboring residents.~~
3. Height. The height of buildings and structures shall comply with the following:
 - a. No building or structure in the OP zone shall exceed a height of 50 feet. This section does not apply to conditional use permit uses which shall be subject to Article I of Chapter 17.32. (See Article XII of Chapter 17.40 for general exceptions.)
 - b. No building in the OP zone which is within 100 feet of any RR, SRR or R zone shall exceed a height of 2 stories or 35 feet, whichever is less.
 - c. No building may be constructed which would shade any existing active solar energy system on adjoining property without the consent of the affected property owner. (See subsection one in the definition of solar energy system in Section 17.04.240.)
 - d. Exceptions for Solar Systems. Solar collectors may exceed the height limit when mounted on the roof of a legal, conforming building. The right to exceed the height limit shall be exercised only in the event that: there is no other practical means or location for achieving an efficient placement on the building or site in question; such collectors may exceed the height limit only to the extent necessary to achieve efficient placement; in no case shall such solar collectors (or related equipment) encroach more than 5 feet beyond the limit. Also the placement of a solar collector shall not shade or otherwise diminish the efficiency of existing solar collectors on neighboring property, or preclude such property from sufficient solar access to successfully operate a solar energy system sufficient to serve the needs of the business or occupants.
 4. Maximum floor area ratio (FAR): 0.75. (See definition in Section 17.04.240.)
 5. Landscaping. Plant materials used in landscaping shall include drought-tolerant species and the landscaping shall be designed to minimize water usage and prevent runoff. No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot. All landscaped areas shall conform to Title 8, Chapter 8.50, Landscaping Installation and Maintenance of the Lancaster Municipal Code. All landscaping shall be completed prior to occupancy by any use and shall be maintained as defined in this title.
 6. Outside Storage and Display. All outside storage and display is prohibited with the exception of the following:

- a. Parking lots;
 - b. Signs, existing outdoor advertising.
7. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
1. Locate trash enclosures away from view, from primary entrances drive or streets;
 2. Design the trash enclosure to be a minimum of 165 square feet;
 3. Accommodate source separation of recyclable materials in accordance with State requirements;
 4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and
 5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

(Ord. 711 § 43 (part), 1995; prior zoning ord. § 225.050)

(Ord. No. 907, § 5, 10-28-2008; [Ord. No. 1028, § 2, 7-11-2017](#))

17.16 - INDUSTRIAL ZONES

Article I. - In General

17.16.010 - In general.

As used in this title, "industrial zones" means the LI, ~~MI~~, HI and BP zones.

(Prior zoning ord. § 240.000)

17.16.020 - Purpose and intent.

The purpose and intent of the I zones is to provide the means necessary to implement the city of Lancaster general plan, specifically:

- A. The LI zone implements the "light industry" category;
- ~~B. The MI zone implements the "medium industry" category; and~~
- C. The HI zone implements the "heavy industry" category; as set forth in the text of the general plan and as delineated on the general plan map. These zones are intended to be in accordance with applicable goals, objectives, policies and actions set forth by the plan. These zones are intended to allow the development of industrial uses thereby providing for the industrial and employment needs of the city and adjoining areas and business in an urban environment with full urban services.

It shall also be the intent of this zone to apply the provisions of this zone including but not limited to the property development regulations required herein to all new building lots created after the effective date of the ordinance codified in this title.

It shall not be the intent of this title to render previously legally created building lots or legally constructed buildings which do not comply with the new property development regulations or other requirements of this title to be nonconforming where these lots or buildings complied with the ordinances in effect at the time of their creation or construction. However, proof of compliance with ordinances in effect at the time of creation or construction shall be the sole burden of the applicant or property owner. Such proof may include building permits, minutes of council or commission action, case files, or other documentation.

(Prior zoning ord. § 241 .010)

17.16.030 - Prohibition.

A person shall not use any premises in the LI, ~~MI~~ or HI zones except as hereafter permitted in this title and subject to all regulations and conditions enumerated in this title.

(Prior zoning ord. § 241.020)

17.16.040 - Permitted uses—I zones.

The permitted uses of the I zones are grouped into categories of similar uses rather than exhaustive lists of single uses. Extensive examples are given for purposes of clarifying the types of uses allowed by

each category. The following categories of uses are permitted in all of the I zones except where specific references limiting certain uses to the LI, ~~MI~~ or HI zones are made. All uses are subject to any stated exceptions, development requirements, and approval of a site plan as follows:

- A. Existing Residential Uses. Such uses may continue to be used as a permitted use provided that such uses may not be expanded by a cumulative total of more than 500 square feet of floor area and comply with Article VII of Chapter 17.32.
- B. Commercial Uses.
 - 1. Existing Nonconforming Commercial Uses. Such uses may continue to be used as a permitted use provided that such uses may not be expanded beyond their ability to meet current parking requirements, and design and performance standards related to the expansion, on their existing site.
 - 2. Existing Conforming and New Commercial Uses. Such uses shall include, but not be limited to permitted uses within the Commercial zone under Section 17.12.040, unless specifically addressed within the I zones ~~animal hospital (veterinarian), answering service, banks, barber and beauty shops, dry cleaning, equipment rental, insurance, medical and dental offices, mobilehome sales, office supplies, real estate, restaurants, and similar uses, which are primarily intended to provide goods and services to the businesses and employees which are located or expected to locate within the zone.~~ Uses which meet the definition of an alcohol sales establishment as contained in Section 17.42.020 shall be required to obtain a conditional use permit, ~~except as otherwise noted under Section 17.16.060.~~
- C. Aircraft-Related Uses. This category includes but is not limited to the manufacture, storage, maintenance, repair or overhaul of aircraft or missile components, parts, accessories, equipment and power plants and is permitted only in the HI zone.
- D. Automobile, Boat, Equipment, Motorcycle, Truck, Tractor, Sales, Service, Repair, Accessories and Parts. This category includes but is not limited to motor vehicle dealerships including recreational vehicles, auto parts stores: tires, batteries and accessory stores; body and frame shops, auto upholstery shops, brake shops, car wash, muffler shops, radiator shops, repair shops, service stations, and similar uses. All repair activities within the LI zone shall be conducted within an enclosed building. Auto service and repair uses, body and frame shops, heavy equipment repair and tire sales on lots within 300 feet of residentially zoned property shall be required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the Director.

This category does not include automobile impound yards (See Section 17.16.060), automobile wrecking yards, or salvage operations, (See subsection E of this section.)
- E. Automobile Dismantling Yards, Scrap Metal Processing Yards, and Similar Metal Salvage Operations. This category includes but is not limited to automobile impound yards, automobile wrecking, metal salvage operations, and junk and salvage operations. All uses in this category shall be permitted only in the HI zone. Any such use in this category on lots within 300 feet of residentially zoned property shall be conducted within an enclosed building and required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the Director. (See subsection A.10. or 15. of Section 17.16.220, as applicable.)

This category does not include recycling facilities as defined in this title or the smelting of metals. (See Section 17.16.070.)

- F. Building Trades and Related Uses. This category includes, but is not limited to appliance sales, blueprint services, building supplies, cabinet making, carpenter shop, contractor equipment yard, electricians and electrical supply, engineers and surveyors, fence contractors, glass stores, janitorial service and supply, landscape materials (including nurseries), lumber yards, pool contractors, plumbing sales, spa sales, truss manufacturing, wood stove sales and similar uses. Batch plants and concrete transit mix uses shall be permitted only in the HI zone provided that batch plants and concrete transit mix uses within 300 feet of residentially zoned property shall be required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the [Director](#). (See Section 17.16.220.A.10. [and Section 17.16.220.B](#))

- G. Communication Facilities and Services, Public and Private. This category includes but is not limited to communications equipment, duplicating, lithographers, microwave stations, photocopying, photo engravers, printers or publishers, radio and television broadcast studios, telegraph offices, telephone repeater stations, tourist information centers, and similar uses.

This category does not include radio and television transmission towers or wireless telecommunication facilities. (See Section 17.40.640).

- H. Food Manufacturing, Processing, Wholesale Sales and Storage. This category includes but is not limited to bottling plants, breweries, coffee roasting, dairy products, dextrine manufacturing, fruit and produce, malt products, meat processing, oleomargarine, sodium glutamate, soft drinks, vitamin tablets, ~~wineries,~~ and similar uses. All such uses within the LI zone shall be conducted within an enclosed building.

This category does not include dairies, lard manufacturing, pickles, sausage, sauerkraut, slaughter houses, distillation of vinegar, or the canning of other fish or meats and similar uses. (See Section 17.16.070.)

- I. Manufacturing—General. This category includes but is not limited to assembly plants, automotive, beds and bedding manufacturing, billboards, bone products, building materials, brushes, ceramics, clay and cement products, doors, drugs, dry goods, electric and electronic products, felt, fiberglass, fur products, furniture, glass, hair products, heating equipment, jewelry, leather products, machine shops, mobilehomes and factory-built housing, paper products, plastic products, recreational vehicles, springs, starch, stone products, textiles, tobacco products, tools, uses which manufacture products from recycled materials, welding, wood products, wool and woolen products, wrought iron and similar manufacturing uses. All such uses within the LI zone shall be conducted within an enclosed building. Any such use in this category on lots within 300 feet of residentially zoned property shall be required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the [Director](#). (See Section 17.16.220A.10. [and Section 17.16.220.B](#))

This category does not include cement manufacturing, explosives, foundries, paper manufacturing, manufacturing of plastics, or tanning of animal hides. (See Section 17.16.070.)

- J. Public Safety Facilities and Services. This category includes but is not limited to ambulance service, fire stations, highway patrol stations, municipal maintenance yards, police stations, and similar uses.
- K. Public Services and Utilities. This category includes but is not limited to the following uses:
1. Electric transmission substations including microwave facilities used in conjunction therewith;
 2. Gas Distribution Depots. This use is permitted in the ~~MI and~~ HI zones only;
 3. Publicly owned uses necessary to the maintenance of the public health, convenience or general welfare, including federal, state, county, city, or special district offices, libraries and court facilities;
 4. Public utility service yards;
 5. Water reservoirs, dams, treatment plants, gauging stations, pumping stations, tanks, wells, and any use normal and appurtenant to the storage and distribution of water. Exception: This use is not subject to site plan review (Section 17.16.120).
- L. Recycling Facilities. This category includes but is not limited to reverse vending machines, small and large collection facilities and light processing facilities. Heavy processing facilities shall be permitted in the HI zone only. All uses in this category are subject to the criteria and standards of Section 17.40.290300. (See definitions in Section 17.04.240.) This category also includes uses which reuse recyclable materials.
- M. Rental Establishments. This category includes, but is not limited to, automobile, clothing, equipment (including heavy equipment in the ~~MI and~~ HI zones), furniture, hospital equipment, recreational vehicles, and similar rentals.
- N. Repair Services. This category includes but is not limited to appliance repair, gunsmiths; heating, refrigeration, and air conditioning repair; jewelry repair, locksmiths, shoe repair, watch repair, and similar repair services.
- O. Research and Development. This category includes but is not limited to laboratories and facilities for scientific research, development and testing including administrative offices.
- This category does not include the development and testing of hazardous materials, biological or chemical warfare agents, or explosives. (See Section 17.16.070.)
- P. Schools—Specialized Training. This category includes but is not limited to manual training, shop work, or the repair and maintenance of machinery or mechanical equipment.
- This category does not include business and professional schools [see Section 17.16.060](#) as ~~identified (in Section 17.12.040) in the C zone.~~
- Q. —Sexually Oriented Businesses. This category includes but is not limited to adult bookstores, adult motels, adult motion picture theaters, adult theaters, adult cabarets, escort agencies, massage parlors, semi-nude model studios, and similar uses subject to the requirements of Ordinance No. 619 and is permitted only in the HI zone. (See Article IV of Chapter 17.16.)
- R. Warehousing, Wholesaling and Storage. This category includes but is not limited to cold storage distributors, ministorage warehouse, moving van and storage, truck terminals, and warehouses. (See Section 17.16.220.A.10.)

- S. Water reservoirs, dams, treatment plants, gauging stations, pumping stations, tanks, wells, and any use normal and appurtenant to the storage and distribution of water. Exception: This use is not subject to site plan review. (Section 17.16.120.)
- T. Other Uses. This category includes those uses which do not fall into any other category, and are not temporary uses, uses subject to ~~D~~director's ~~R~~review, or uses subject to permit in this zone, which ~~in the opinion of the D~~director ~~deems the use are~~ consistent with the purpose and intent of this zone and similar to other uses permitted herein.

(Ord. 896 § 1 (Exh. A § 22), 2008; Ord. 793 § 1 (Exh. A), 2001; Ord. 753 § 1 (Exh. A § 3 (part)), 1999; Ord. 711 §§ 30 (part), 32, 1995; prior zoning ord. § 241.021)

17.16.050 - Accessory and temporary uses.

A. The following uses are considered as accessory uses to the permitted uses in the I zones:

1. Accessory buildings and structures customarily used in conjunction therewith.

a. Cargo containers may be used as accessory buildings and structures in the I zones, subject to the following:

- 1) Containers shall meet the applicable front yard, side yard, and rear yard requirements contained in Section 17.16.130.B.2.
- 2) Containers shall only be used for incidental uses that are permissible in the zone.
- 3) Containers shall not be stacked on top of each other or on any other structure.
- 4) Containers shall not encroach upon, block, obstruct, or reduce in any manner any required exits, windows or vent shafts of structures, or any required parking spaces, driveways, private streets, or public rights of way.
- 5) Containers shall not be used for human habitation or occupied by individuals for any reason.
- 6) Containers shall not have any electrical, plumbing, heating or air conditioning installations or systems, and shall not be connected to a power source.
- 7) Refuse, garbage, trash and debris, as well as hazardous substances, as defined by state or federal law, shall not be placed or stored in, against, on, or under a cargo container at any time.
- 8) Containers shall require a container permit. The number and location of cargo containers used as accessory buildings or structures in the I zones shall be subject to the review and prior written approval of the ~~D~~directors ~~of planning and housing and neighborhood revitalization~~, or their duly authorized representatives. Upon such approval, compliance with all conditions of approval, and payment of a container permit fee in an amount established by city council, a container permit shall be issued.

B. The following uses are considered as temporary uses in the I zones:

1. The placement and use of a temporary office in conjunction with a construction or development project undertaken pursuant to an active building permit. A temporary office shall be placed on the lot or parcel which is part of the project, or on property adjoining the

construction or development site with the written consent of the property owner. The placement of a temporary office shall not occur until the building permit is obtained. The temporary office shall be removed within thirty (30) days after the permit is expired, revoked, or finalized.

2. Commercial coaches used as temporary offices subject to the provisions of Article X of Chapter 17.40 and this zone. ~~ml1; 3. a.~~
 - b. Cargo containers may be used for the temporary construction storage described in (a) of this subsection. A cargo container approved pursuant to this subsection shall not require a separate permit. The number and location of cargo containers used for temporary construction storage shall be subject to the review and prior written approval of the building official and ~~D~~directors of planning and housing and neighborhood revitalization or their duly authorized representatives. Application for approval of cargo containers for temporary construction storage shall be made on a city-approved form and shall indicate the number of the building permit obtained for the construction or development project for which the temporary construction storage is requested, the size of each cargo container, the proposed location of each container on the property, and the date on which each container shall be placed on the property.
 - c. The time period for which a cargo container may be used for temporary construction storage is limited to the time when the building permit is active. An active building permit means one that has not expired, been revoked, or been finalized. Cargo containers used for temporary construction storage shall be removed from the property within thirty (30) calendar days of the expiration, revocation or finalization of a building permit.
 - d. Cargo containers used for temporary construction storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
 - e. Cargo containers used for temporary construction storage shall conform to the following standards:
 - 1) Cargo containers shall be set back a minimum of five feet from any property line and a minimum of ten (10) feet from any structure.
 - 2) Cargo containers shall not be stacked on top of each other or on any other structure.
 - 3) Cargo containers shall not encroach upon, block, obstruct, or reduce in any manner any required exits, windows or vent shafts of structures, or any parking spaces, driveways, private streets, or public rights of way.
 - 4) Cargo containers shall not be used for human habitation or occupied by individuals for any reason.
 - 5) Cargo containers shall not have any electrical, plumbing, heating or air conditioning installations or systems, and shall not be connected to a power source.
 - 6) Refuse, garbage, trash and debris, as well as hazardous substances, as defined by state or federal law, shall not be placed or stored in, against, on, or under a cargo container at any time. ~~ml1; 4. a.~~
 - b. The number and location of cargo containers used for temporary industrial storage shall be subject to the review and prior written approval of the building official and ~~D~~directors ~~of planning and housing and neighborhood revitalization~~ or their duly authorized

representatives. A cargo container approved under this subsection shall not require a separate permit. Application for approval of cargo containers for temporary industrial storage shall be made on a city-approved form and shall indicate the number of the building permit obtained for the repair, remodeling, alteration or other work for which the temporary industrial storage is requested, the size of each cargo container, the proposed location of each container on the property, and the date on which each container shall be placed on the property.

- c. The time period for which a cargo container may be used for temporary industrial storage is limited to the time when the building permit is active. An active building permit means one that has not expired, been revoked, or been finalized. Cargo containers used for temporary industrial storage shall be removed from the property within thirty (30) calendar days of the expiration, revocation or finalization of a building permit.
- d. Cargo containers used for temporary industrial storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
- e. Cargo containers used for temporary industrial storage shall conform to the standards set forth in Section 17.16.050.B.3.e. ~~ml1; 5. a.~~
- b. Cargo containers used for emergency industrial storage shall require a container permit. The number and location of cargo containers used for emergency industrial storage shall be subject to the review and prior written approval of the ~~d~~Director ~~s of planning and housing and neighborhood revitalization~~ or their duly authorized representatives. Upon such approval, and payment of a container permit fee in an amount established by city council, a container permit shall be issued.
- c. Cargo containers may be used for emergency industrial storage for a period not to exceed fifteen (15) calendar days. This use may be extended for an additional ten (10) calendar days upon the prior written approval of the Directors ~~of planning and housing and neighborhood revitalization~~.
- d. Cargo containers used for emergency industrial storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
- e. Cargo containers used for emergency industrial storage shall conform to the standards set forth in Section 17.16.050.B.3.e. ~~ml1; 6. a.~~
- b. Cargo containers used for relocation storage shall require a container permit. The number and location of cargo containers used for relocation storage shall be subject to the review and prior written approval of the Directors ~~of planning and housing and neighborhood revitalization~~ or their duly authorized representatives. Upon such approval, and payment of a container permit fee in an amount established by city council, a container permit shall be issued.
- c. Cargo containers may be used for relocation storage for a period not to exceed fifteen (15) calendar days. This use may be extended for an additional ten (10) calendar days upon the prior written approval of the Directors ~~of planning and housing and neighborhood revitalization~~.
- d. Cargo containers used for relocation storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.

- e. Cargo containers used for relocation storage shall conform to the standards set forth in Section 17.16.050.B.3.e., except as provided in f. of this subsection.
 - f. Cargo containers used for relocation storage may be placed in parking lots so long as they do not reduce the number of required parking spaces.
- C. Electric Vehicle Charging Station. An electric vehicle charging station (EVCS) shall be permitted as an accessory use within any existing legal single-family or multiple-family residential garage or carport, or within any existing legal commercial parking space in a parking lot or in a parking garage, subject to all applicable city code requirements and the following:
- 1. Electric vehicle charging stations (EVCS) for public use shall be subject to the following requirements:
 - a. The EVCSs shall be located in a manner which will be easily seen by the public for informational and security purposes and shall be illuminated during evening business hours; and
 - b. Be located in desirable and convenient parking locations which will serve as an incentive for the use of electric vehicles; and
 - c. The EVCS pedestals shall be protected as necessary to prevent damage by automobiles; and
 - d. The EVCS pedestals shall be designed to minimize potential damage by vandalism and to be safe for use in inclement weather; and
 - e. Complete instructions and appropriate warnings concerning the use of the EVCS shall be posted on a sign in a prominent location on each station for use by the operator; and
 - f. One standard nonilluminated sign, not to exceed 4 square feet in area and 10 feet in height, may be posted for the purpose of identifying the location of each cluster of EVCSs; and
 - g. The EVCS may be on a timer that limits the use of the station to the normal business hours of the use(s) which it serves to preclude unauthorized use after business hours.
 - 2. Electric vehicle charging stations for private use shall:
 - a. Be located in a manner which will not allow public access to the charging station; and
 - b. Comply with subsections C.1.c., d. and e. of this section.
- D. Mini Wireless Telecommunication Facilities. This category includes all mini wireless telecommunication facilities subject to the requirements of Section 17.40.640.
- E. Cargo containers that are present on private real property, for any use or purpose, on the effective date of this section shall be removed within six months from the effective date, unless the property owner obtains the requisite approvals and permits in conjunction with accessory or temporary uses allowed in Section 17.16.050.B. and otherwise complies with all regulations pertaining to cargo containers.

This subsection does not apply to the following real property:

- 1. Real property owned, leased, rented, occupied or used by a public agency or entity;

2. Real property owned, leased, rented, occupied or used by a nonpublic or private school. For purposes of this subsection, "nonpublic school" means a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program and is certified by the California Department of Education. For purposes of this subsection, "private school" means a full-time day school that provides instruction in the several branches of study required to be taught in the public schools of the state, by persons capable of teaching, and that files an annual private school affidavit as required by the California Department of Education. For purposes of this subsection, "private school" does not include a school that provides instruction in a building used for residential purposes. A nonpublic or private school is not exempt unless it is operating in conformity with all pertinent land use and technical code regulations.

(Ord. 753 § 1 (Exh. A § 2 (part), 1999; Ord. 713 § 3 (part), 1995; prior zoning ord. § 241.023)

(Ord. No. 921, §§ 18—20, 6-9-09)

17.16.060 - Uses subject to ~~e~~Ddirector's ~~R~~rreview and approval.

If site plans and/or other pertinent information required by the ~~e~~Ddirector for the proposed use are first submitted to and approved by the ~~e~~Ddirector in accordance with Article VI of Chapter 17.32, premises in the I zones may be used for the following uses:

A. Uses subject to ~~D~~director's ~~R~~rreview in all I zones:

1. Auctions and swap meets,
2. Boarding kennels,
3. Carnivals, subject to the provisions of Chapter 9.46,
4. Schools- Business and Professional. This category includes but is not limited to art, barber, dance, music, real estate, and similar schools.
45. Christmas trees and wreaths, the sale of, between November 1st and December 25th, both dates inclusive, to the extent permitted by other statutory and ordinance provisions. Any structures, facilities and materials used for the sale of trees and wreaths shall be removed from the premises by December 31st of the same calendar year, and the property restored to a clean condition,
56. Crops, field, tree, bush, berry and row, including nursery stock, flowers and vines, provided that no sludge or biosolid material shall be applied to any land as a soil amendment. Roadside stands, retail sale of crops grown on the premises, and signs advertising products produced on the premises,
67. Day nursery, children,
78. Dwelling units, as follows:
 - a. One dwelling unit within a building on the same lot or parcel of land which is legally being used so as to require the continuous supervision of a caretaker and his immediate family, or

- b. Dwelling units within a building or premises used for agricultural purposes, which dwelling units are occupied only by persons employed on the same premises, and their immediate families, or
- c. Where subsection A.7.a. of this section permits the use of a dwelling unit for a caretaker, a mobilehome containing one dwelling unit may be used in lieu of such dwelling unit for a period not to exceed 6 consecutive months in any 12 month period. Or, if intended for a residence for up to the maximum limit of 5 years, the mobilehome shall comply with the provisions of Section 17.08.370.C for foundation systems,

~~89.~~ 99. Parking. Joint usage or leased (see Section 17.16.210.B),

~~910.~~ 910. Wild Animals. Wild animals may be temporarily used, kept or maintained for a period not to exceed:

- a. Ten days in conjunction with the lawful operation of a circus or animal exhibition, or
- b. Sixty days where used in motion picture and television production, except that the ~~d~~Director may, where he finds that such extension is consistent with the intent of this section and neither detrimental to the public welfare or to the property of other persons located in the vicinity thereof, extend such time period for not to exceed 30 additional days, and
- c. Provided said animals are used, kept, or maintained pursuant to and in compliance with, all regulations of the city of Lancaster and the Los Angeles County department of animal control,

~~1011.~~ 1011. Minor co-located and stealth wireless telecommunication facilities subject to the requirements of Section 17.60.640,

~~11. Wine tasting establishment, including dining and sales associated with such operation, operated under a Type 02 liquor license issued by State ABC. In approving such use, the director may impose conditions of operation as provided in Chapter 17.42, except that distance separation requirements shall not be mandatory,~~

~~12. Temporary alcohol sales, subject to the requirements of Section 17.42.140,~~

~~1312.~~ 1312. Solar electrical generating plants only, in the HI zone. (Note: All other electrical generating plants require a conditional use permit in the HI zone; see Section 17.16.070C.1);

~~1413.~~ 1413. Small wind energy systems (co-located), subject to the requirements of section 17.40.690;

~~1514.~~ 1514. Emergency shelters, only in the LI zone.

15. Entertainment and Recreation. This category includes, but is not limited to bowling alleys, golf driving ranges, shooting ranges, video game arcades, and similar uses. This shall not include dance halls, pool halls and night clubs (see section 17.16.070.A.5)

~~B. Uses subject to director's review only in the MI zone:~~

~~1. Automobile impound yards;~~

~~CB.~~ CB. Uses subject to Director's Review only in the HI zone:

1. Crushing of used asphalt or concrete, rock, or other materials for use as an aggregate.
2. Major wireless telecommunication facilities located more than 1,000 feet from residentially zoned property, subject to the requirements of Section 17.40.640. Facilities located within 1,000 feet of residentially zoned property shall be subject to a conditional use permit (see Section 17.16.070.A.4).

C. Other Uses. Uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in these zones shall be subject to interpretation of the Director.

(Ord. 898 § 2, 2008; Ord. 896 § 1 (Exh. A § 23), 2008; Ord. 758 § 1 (Exh. A § 4 (part)), 1999; Ord. 753 § 1 (Exh. A §§ 7, 8), 1999; prior zoning ord. § 241.024)

(Ord. No. 941, § 1, 2-9-2010; Ord. No. 989, § 6, 4-9-2013; Ord. No. 999, § 6, 8-26-2014)

17.16.070 - Uses subject to conditional use permits.

The uses subject to permit in the I zones are grouped into categories of similar uses rather than exhaustive lists of single uses. Extensive examples are given for purposes of clarifying the types of uses in each category. The following categories of uses may be permitted in the I zones provided a conditional use permit has first been obtained as provided in Article I of Chapter 17.16, and while such permit is in full force and effect in conformity with conditions of such permit for:

A. Uses subject to permits in all I zones:

1. Alcohol sales establishments as defined in and subject to the requirements of Section 17.42.020, including:
 - a. Incidental off-site alcohol sales establishment,
 - b. Incidental on-site alcohol sales establishment,
 - c. Primary off-site alcohol sales establishment,
 - d. Primary on-site alcohol sales establishment,
 - e. Bona fide restaurant,
 - f. Liquor store,
 - g. Mini-mart with alcohol sales,
 - h. Nightclub with alcohol sales,
 - i. Temporary Alcohol Sales;
 - j. Wine-tasting establishment.
2. Radio and television transmission towers,
3. Research and Development. This category includes but is not limited to laboratories and facilities for scientific research, development and testing including administrative offices involving the use of hazardous materials. Agricultural and biological research involving sludge or biosolid material shall be conducted only within an enclosed building or suitable containment vessel.

This category does not include the development and testing of biological or chemical warfare agents or explosives;

4. Major Wireless Telecommunication Facilities. This category includes all major wireless telecommunication facilities in the LI zone and major wireless telecommunication facilities in the HI zone within 1,000 feet of residentially zoned property subject to the requirements of Section 17.40.640. Co-located and stealth communication facilities are subject only to Director's Review and shall not require a conditional use permit;
5. Mini-marts, Pool Halls, Dance Halls, and Nightclubs without alcohol.

6. Churches

~~B.~~ Uses subject to permits only in the MI zone:

- ~~1. Recycling Facilities. This category includes only heavy processing facilities,~~
- ~~2. Storage. This category includes only rock and gravel storage in excess of 2,000 tons;~~

~~CB.~~ Uses subject to permits in the ~~MI and~~ HI zones:

1. Electrical generating plants, all types except solar (see Section 17.16.060A.13),
2. Storage. This category is limited to the following:
 - a. Gas, above ground storage in excess of 500,000 cubic feet,
 - b. Storage of oil, gasoline or petroleum products in any quantity exceeding 100,000 gallons,
3. Waste Disposal. This category is limited to waste disposal facilities as defined in Section 17.04.240;

~~DC.~~ Uses subject to permits only in the HI zone:

1. Agricultural Related Uses. This category includes but is not limited to cattle sales yards, dairies, hog ranches and livestock feed yards; provided that, no sludge or biosolid material shall be applied to any land as a soil amendment,
2. Chemical Manufacturing. This category includes but is not limited to the manufacture of: ammonia, asphalt, caustic soda, celluloid, cellulose, chlorine gas, coal tar products, creosote, fertilizers, glue, guncotton, gypsum, hydrocyanic acid products, lime, phenol, plastics, potash, pyroxylin products, size, soda ash, synthetic ammonia, and similar uses. All uses in this category will be subjected to close scrutiny in terms of the relative safety of such uses and their potential effects on the community with emphasis on their impact on odor and air quality in general; specifically their handling of hazardous materials and waste.

This category does not include the manufacturing of food,

3. Food Manufacturing, Processing, Sale and Storage. This category is limited to the following food products: canning of fish or meat, fat rendering, gelatin, lard, meat packing, pickles, sausage, sauerkraut, slaughterhouses, tallow and vinegar,
4. Hazardous Waste Facility. This category is subject to the provisions of Article VII of Chapter 17.40,

5. Manufacturing—General. This category is limited to the following: explosives, smelting and casting of metals, paper manufacturing, plastic manufacturing or tanning of animal hides,
6. Pest control;

D.E. Uses subject permits to the LI and HI zones: College or university campuses.

E. Other Uses. Uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in these zones shall be subject to interpretation of the Director.

(Ord. 898 § 3, 2008; Ord. 896 § 1 (Exh. A §§ 24, 25), 2008; Ord. 761 § 1, 1999; Ord. 758 § 1 (Exh. A §§ 5, 6), 1999; Ord. 753 § 1 (Exh. A § 9), 1999; prior zoning ord. § 241.025)

(Ord. No. 1007, § 5, 10-13-2015)

17.16.080 - Interpretation.

Where a conflict in interpretation occurs regarding application of Section 17.16.030, 17.16.040, 17.16.050, 17.16.060 or 17.16.070 to any specific case, the D-director shall determine the interpretation.

(Prior zoning ord. § 241.026)

17.16.090 - Adjustments.

The Director ~~director~~ may reduce the required minimum lot width, minimum lot depth, yard requirements and parking requirements by an amount not to exceed 10%; may increase the maximum height regulations and maximum sign area by an amount not to exceed 10% of the amount specified by the I zones; and may increase the floor area ratio (FAR) up to an amount not to exceed 0.8; where the D~~d~~Director finds that the applicant has demonstrated that:

- A. There are special circumstances or exceptional physical characteristics applicable to the property including size, shape, topography, location or surroundings involved which are not generally applicable to other properties in the same vicinity with the same zoning; and
- B. An adjustment (if authorized) will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning; and
- C. The strict application of the requirements sought to be reduced or increased would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the requirements.
- D. In the case of parking requirements only, a program exists whereby employees utilize, or will utilize, public transit, carpools, vanpools, bicycles, motorcycles, or walk to work, and that sufficient parking has been provided for the modes of travel utilized.
- E. Approval of the application will result in the need for less grading and disturbance of soils and natural vegetation.
- F. Approval of the application will result in the retention/preservation of native vegetation; particularly Joshua trees, California Juniper or Creosote shrubs.

- G. Approval of the application will not diminish the visual appearance of the property or neighborhood.
- H. Approval of the application will not increase the overall average of the FAR to more than the maximum specified for the zone on all I zoned properties within 500 feet of the site.

Any reduction or increase greater than those specified in this section shall be subject to the granting of a variance.

(Prior zoning ord. § 241.027)

17.16.100 - Height regulations.

The height of buildings or structures shall be as follows:

- A. No building or structure shall exceed:
 - 1. In the LI zone: height of 50 feet; and
 - ~~2. In the MI zone: a height of 60 feet;~~
 - 23. In the HI zone: a height of 70 feet.

This section does not apply to conditional use permit uses which shall be subject to Article I of Chapter 17.32. (See Article XII of Chapter 17.40 for general exceptions.)

- B. No commercially or industrially used building in the I zones which is within 100 feet of any RR, SRR or R zone shall exceed a height of 2 stories or 35 feet, whichever is less.
- C. No building may be constructed which would shade any existing active solar energy system on adjoining property without the consent of the affected property owner. (See subsection 1 in the definition of solar energy system in Section 17.04.240.)

(Prior zoning ord. § 241.030)

17.16.110 - Exception for solar systems.

Solar collectors may exceed the height limit when mounted on the roof of a legal, conforming building. The right to exceed the height limit shall be exercised only in the event that: there is no other practical means or location for achieving an efficient placement on the building or site in question; such collectors may exceed the height limit only to the extent necessary to achieve efficient placement; in no case shall such solar collectors (or related equipment) encroach more than 5 feet beyond the limit. Also the placement of a solar collector shall not shade or otherwise diminish the efficiency of existing solar collectors on neighboring property, or preclude such property from sufficient solar access to successfully operate a solar energy system sufficient to serve the needs of the business or occupants.

(Prior zoning ord. § 241.031)

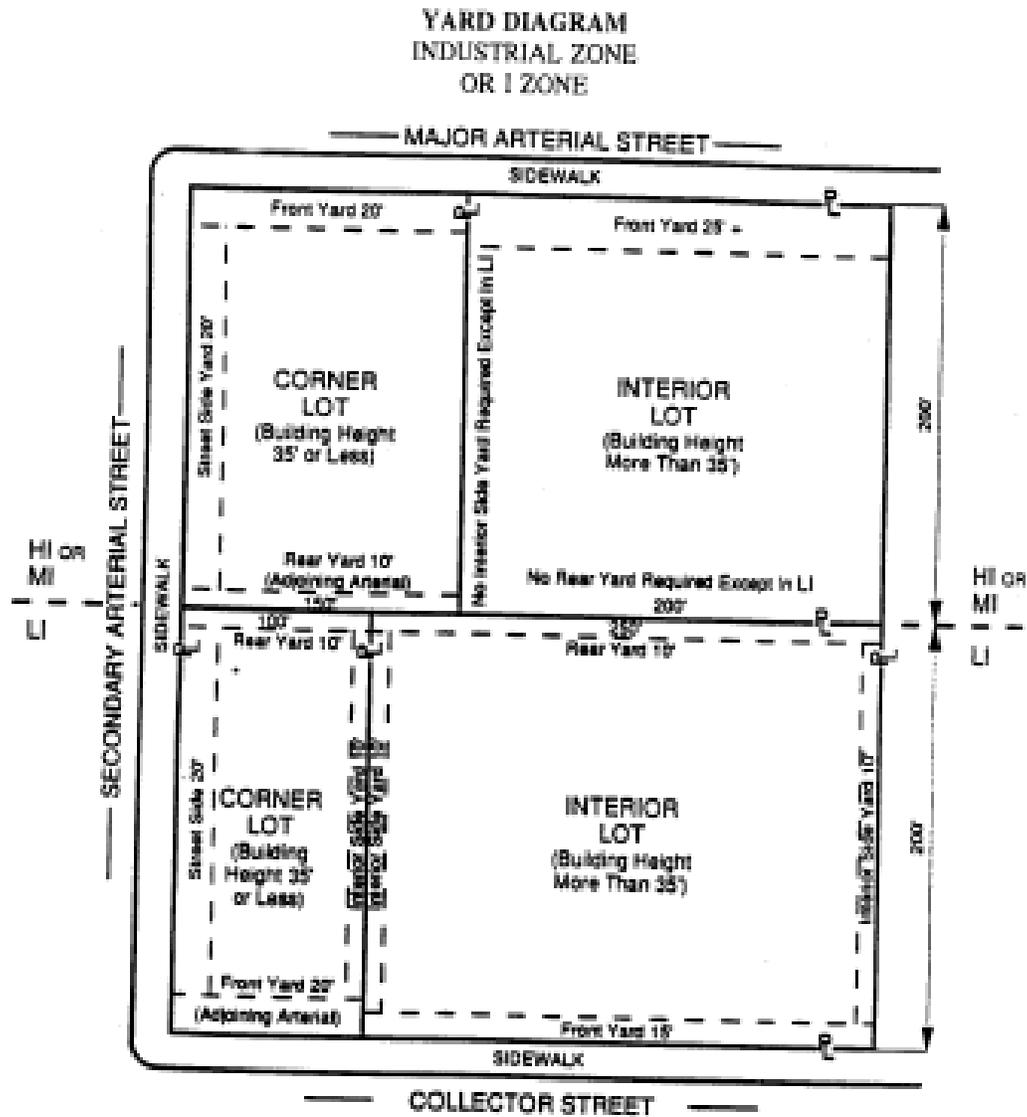
17.16.130 - Property development regulations.

- A. General.

1. No new building or commercial coach shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
 2. No existing building or commercial coach located on an existing legal lot or parcel of land shall be converted, enlarged or moved unless said building, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
 3. No new lot shall be created or any building, or portion thereof, existing on such new lot be used, unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, which are pertinent to the area and dimensions for new lots and those regulations pertinent to the placement or location of buildings on said lot.
- B. I Zones. Wherever property is designated as an I zone on the zoning map the following regulations, specific or general, shall apply:
1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)

Zone	Minimum Lot Area	Minimum Lot Width*	Minimum Lot Depth
LI	10,000 sq. ft.	180 ft.	100 ft.
MH	20,000 sq. ft.	100 ft.	150 ft.
HI	20,000 sq. ft.	100 ft.	150 ft.

* Also denotes minimum street frontage.



NOTE: P = Property Line

+ Yards must be measured from property lines except on alternate street sections

+ Indicates Director discretion to increase setback

THIS DIAGRAM IS FOR ILLUSTRATIVE PURPOSES ONLY

See Section 17.40.070, 17.40.080, 17.40.090 A or 17.40.090B in the event public use or required street dedication would reduce the net lot area, lot width, or lot depth of an existing lot to less than the required minimum.

2. Yard Requirements. Yards shall be provided as follows:

See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.

a. Front yard—~~LI, MI~~ and HI zones:

- 1) Adjoining a freeway, expressway, or arterial street: 20 feet where the building is 35 feet or less in height. The front yard for buildings which are more than 35 feet in height shall be established on a case-by-case basis by the Director to mitigate any adverse or potentially adverse impact on neighboring properties, but in no case be less than 25 feet.
- 2) All other properties:
 - a) LI zone: 15 feet;
 - b) ~~MI and~~ HI zone: 10 feet.

b. Street side yard—~~LI, MI~~ and HI zones:

- 1) Adjoining a freeway, expressway or arterial street: same as subsection B.2.a.1) of this section;
- 2) All other properties: equal to the front or street side yard, as appropriate, required in the abutting zone, or 10 feet whichever is greater.

c. Interior side yard:

- 1) LI zone: 10 feet;
- 2) ~~MI and~~ HI zone: none.

d. Rear yard:

- 1) LI zone: 10 feet;
- 2) ~~MI and~~ HI zone: 10 feet when adjoining freeway, expressway, or arterial streets. Other properties none.

e. Front and street side yards of properties developed after the adoption of this section shall be landscaped for a minimum depth of 10 feet measured from the back of the sidewalk. Rear yards shall be landscaped only where adjoining a freeway, expressway or arterial street. This requirement may be increased by the Director where he finds it to be necessary to make the proposed development compatible with existing development in the vicinity of the site. Landscaping and irrigation plans shall be submitted to the Director for his approval. Such plans must be approved prior to the issuance of any building permit for the site. Such landscaping and irrigation systems shall have been installed in accordance with the approved plans and verified prior to final inspection approval. The Director determinations on these items may be appealed in accordance with Section 17.36.030. Yards required by this zone are also subject to the general provisions and exceptions contained in Section 17.28.030 which shall apply as specified.

3. Maximum floor area ratio (FAR) (see definition in Section 17.04.240):
 - a. LI zone: 0.5;
 - ~~b. MI zone: 0.6;~~
 - ~~cb.~~ HI zone: 0.5.
4. Landscaping. Plant materials used in landscaping shall include drought-tolerant species and the landscaping shall be designed to minimize water usage and discourage runoff. No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot.
5. Outside Display. All display shall be located wholly within an enclosed building with the exception of the following:
 - a. Amusement rides and devices;
 - b. Automobile sales, limited to automobiles, recreational vehicles, tractors and trucks under 2 tons held for sale and rental only;
 - c. Automobile service stations, limited to automobile accessories and facilities necessary to the dispensing of petroleum products only;
 - d. Boat sales, limited to boats held for sale or rental only;
 - e. Carnivals—Commercial;
 - f. Christmas trees and wreaths, sale of;
 - g. Crops, field, tree, bush and row, including nursery stock, flowers and vines;
 - h. Electric distribution substations;
 - i. Equipment rental and sales including heavy equipment;
 - j. Gas metering and control stations, public utility;
 - k. Mobilehome sales, limited to mobilehomes held for sale or rental only;
 - l. Parking lots;
 - m. Signs, existing outdoor advertising;
 - n. Trailer sales, box and utility, limited to trailers held for sale only.
- C. Exceptions to Yard Requirements — Previously Established Uses. Additions or modifications to buildings or uses, either constructed or having received building permit approval, or having been legally established prior to September 2, 1992 may be allowed with respect to yards of lesser dimension than required in this subsection where, in the opinion of the Director, allowing less than full compliance with the yard requirements would impose no substantial detriment to abutting property or improvements thereon. In rendering a decision on whether to allow a reduction of the required yard, the Director shall determine whether (see Sections 17.40.093, 17.40.095, and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops):
 1. There are special circumstances or exceptional characteristics applicable to the property involved which are not generally applicable to other properties in the same vicinity with the same zoning;

2. An adjustment (if authorized) will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning; and
3. The strict application of the yard requirements would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the yard requirements.

In no case shall the ~~D~~irector's approval of the reduction of a required yard relieve the applicant/property owner from complying with minimum landscape requirements established by this title, unless such relief is specifically approved by the ~~D~~irector of community development.

D. Exceptions to Yard Requirements — Specified LI Zoned Areas,

1. Defined Areas: This exception shall only be applicable to properties that are zoned LI and are located within the area bounded by Avenue I, Division Street, Avenue J, and Sierra Highway, or within the area bounded by Avenue L, 12th Street West, Avenue M and SR-14 (hereafter referred to as defined area (A) and (B) respectively).
2. Purpose and Intent,
 - a. Defined Area A. Same language as current ordinance.
 - b. Defined Area B. Defined area B is bounded SR-14, 12th Street West, Avenue L and Avenue M and consists of numerous vacant lots and developed properties which exhibit narrow lot depths resulting from right-of-way acquisition at the time of freeway construction. The provisions of the zoning ordinance require minimum 10 foot building set backs for both the rear and interior side yards for properties located in the LI zone. Because of the narrow lot configurations, these requirements often create practical difficulties in developing property within Defined Area B. The result is that the properties within Defined Area B cannot be effectively developed. Therefore, the intent of this section is to allow the ~~D~~irector of Community Development to modify the LI Zone rear and interior yard requirements within this area under specified circumstances, while still adhering to all other requirements of the LI Zone.
3. Allowable Exceptions to Yard Requirements — Director's Determination. The ~~d~~irector of community development may reduce or eliminate the yard requirements upon making the findings as noted below. The requirement for front and street side yards shall not be reduced to less than 10 feet of landscaped width except where such requirement would unreasonably interfere with the expansion of an existing building that does not have a setback of at least 10 feet, or where the requirement would preclude the provision of required parking. The ~~D~~irector may grant exceptions where he determines that the following circumstances exist:
 - a. Compliance with the normal yard requirements will result in practical difficulties and unnecessary hardships inconsistent with the purpose of the yard requirements because of the size or configuration of the parcel(s) or the location of existing on-site buildings; and
 - b. It is not practical for the project proponent to acquire additional property that would allow the yard requirements to be met; and
 - c. Granting of the exception will not result in an adverse effect on other properties in the vicinity.

(Ord. 807 (Exh. A), 2002; Ord. 760 § 1 (Exh. A), 1999; Ord. 711 § 43 (part), 1995; Ord. 651 § 4 (part), 1993; prior zoning ord. § 241.050)

17.16.140 - Signs.

A person shall not use, install or construct any sign in the I zones except as specifically permitted in this section and subject to all regulations and conditions, including without limitation submittal of a sign plan, set forth in this title and any other ordinance now existing or hereafter adopted by the city regulating the installation, use and/or construction of signs. A comprehensive sign plan for multiple-tenant projects or an individual sign plan for single-tenant projects, must be submitted to and approved by the Director, or his designated representative. Sign plans must be fully dimensioned, including the proposed sign location(s), elevations, colors and materials. A person who has first obtained approval of the sign plan and all required permits and inspection approval shall be permitted to use, install or construct signs as specified in the I zones.

(Prior zoning ord. § 241.060)

17.16.150 - Signs—General provisions.

- A. The provisions of this section regulating signs shall not apply to the following signs except as otherwise indicated herein:
1. Official notices issued by any court, public body or public officer;
 2. Notices posted by any public officer in performance of a public duty, or for any person in giving legal notice;
 3. Traffic, directional, warning or informational signs required or authorized by the public authority having jurisdiction over such signs;
 4. Official signs used for emergency purposes only;
 5. Permanent memorial or historical signs, plaques or markers;
 6. Public utility signs, provided such signs do not exceed 3 square feet in area.
- B. Prohibited Signs. The following signs shall be prohibited in the I zones:
1. Signs which contain or utilize:
 - a. Any exposed incandescent lamp,
 - b. Any revolving beacon light,
 - c. Any continuous or sequential flashing operation, except signs displaying time of day, atmospheric temperature or having programmable electronic public service messages only,
 - d. Any system for display of time of day, atmospheric temperature or programmable electronic public service messages in which:
 - 1) The messages are not public service in nature, or
 - 2) The proposed display has any illumination which is in continuous motion or which appears to be in continuous motion, or
 - 3) The message is changed at a rate faster than one message every 4 seconds, or
 - 4) The interval between messages is less than one second, or

- 5) The display is located less than 100 feet on the same side of the street or highway or 200 feet across the street from residentially zoned property;
2. Roof signs (see definition in Section 17.04.240);
3. Revolving signs of any kind;
4. Signs advertising or displaying any unlawful act, business or purpose;
5. Devices dispensing bubbles and free-flowing particles of matter;
6. Any notice, placard, bill, card, poster, sticker, banner, sign, advertising or other device calculated to attract the attention of the public which any person posts, prints, sticks, stamps, tacks or otherwise affixes, or causes the same to be done to or upon any street, right-of-way, public sidewalk, crosswalk, curb, lamppost, hydrant, tree, telephone pole or lighting system, or upon any fixture of the police or fire alarm system of the city of Lancaster or county of Los Angeles;
7. Any strings of pennants, banners or streamers, clusters of flags, strings of twirlers or propellers, flares, balloons, and similar attention-getting devices, including noise-emitting devices, with the exception of the following:
 - a. Automobile sales uses only may utilize pennants, banners or streamers subject to the following conditions:
 - 1) All such displays must be positioned horizontally and parallel to the ground and shall maintain a minimum height of 14 feet and a maximum height of 18 feet from grade level.
 - 2) All lines supporting such devices shall be secured in a taut manner and shall exhibit no more than 5 inches sag or droop at midline. No more than 3 such lines may be placed above one another and such lines shall be located along street frontages only.
 - 3) All pennants, banners, or streamers shall be maintained in good condition. Such devices which have become torn, tattered, faded or otherwise fallen into disrepair shall be removed or replaced,
 - b. National, state, local governmental, institutional or corporate flags properly displayed,
 - c. Holiday decorations in season used for an aggregate period of not more than 90 days in any one calendar year;
8. Devices projecting, or otherwise reproducing the image of a sign or message on any surface or object;
9. Signs emitting or amplifying sounds for the purpose of attracting attention;
10. Portable signs;
11. Sidewalk signs;
12. New outdoor advertising signs in the ~~MI and~~ HI zones. No new outdoor advertising signs are permitted in the LI zone but existing outdoor advertising signs may be relocated into the LI zone subject to the provisions of Section 17.40.2100.
13. Pole signs;

14. Any sign which is placed in a manner which would obstruct a driver's or pedestrian's vision and thus create a hazard, or potential hazard, to the public health, safety or welfare.
- C. General Sign Regulations. The following regulations shall apply to all signs in the I zones:
1. In no case shall a lighted sign or lighting device thereof be so placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a public street, highway, sidewalk or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance.
 2. Existing outdoor advertising signs are subject to Section 17.40.210.
 3. Subdivision signs are subject to Section 17.40.220.
 4. Signs, except outdoor advertising signs, may be single-, double- or multifaced, provided that:
 - a. The distance between the faces of any double-faced sign, other than a "V"-shaped projecting sign, shall not exceed 36 inches; and
 - b. The separation between the intersecting faces of any multifaced sign shall not exceed 12 inches.
 5. Any sign located on vacant and unoccupied property, and which was erected for an occupant or business unrelated to the present occupant or business, or any sign which pertains to a time, event or purpose which no longer exists shall be removed within 30 days after the purpose for, or use utilizing such sign has been removed from such property.
 6. Any permitted sign may be a changeable copy sign.
 7. All signs shall be designed in the simplest form and be free of any exposed bracing, angle iron, guy wires, cables or similar devices.
 8. The exposed backs of all signs visible to the public shall be suitably covered, finished and properly maintained.
 9. All signs shall be maintained in good repair, including display surfaces which shall be kept neatly painted or posted.
 10. Any sign which does not conform to the provisions of this title shall be made to conform or shall be removed as provided in subsection B.4. of Section 17.32.850 except as provided in Section 17.32.850B.4.c.
 11. Except where otherwise specifically provided by this title, sign regulations established pursuant to this title shall not apply to signs within a building, arcade, court or other similarly enclosed area where such signs are not visible to the public without entering such facilities.
 12. The height of all signs shall be measured from the highest point of the sign.
- D. Computation of Sign Area. The surface area of any sign face shall be computed from the smallest rectangles, circles and/or triangles which will enclose all words, letters, figures, symbols, designs and pictures, together with all framing, background material, colored or illuminated areas, and attention-attracting devices forming an integral part of the overall display, but excluding all support structures, except that:
1. Superficial ornamentation of a non-message-bearing character which does not exceed 5% of the surface area shall be exempted from computation; and

2. Wall signs painted on or affixed directly to a building wall, façade or roof, and having no discernible boundary, shall have the areas between letters, words intended to be read together, and any device intended to draw attention to the sign message included in any computation of surface area; and
3. Signs placed in such a manner, or bearing a text, as to require dependence upon each other in order to convey meaning shall be considered one sign and the intervening areas between signs included in any computation of surface area; and
4. Spherical, cylindrical or other 3-dimensional signs not having conventional sign faces shall be considered to have 2 faces and the area of each sign face shall be computed from the smallest 3-dimensional geometrical shape or shapes which will best approximate the actual surface area of said faces.

(Ord. 711 § 23, 1995; prior zoning ord. § 241.061)

17.16.220 - Design and performance standards.

The following design and performance standards shall be met for development in the I zones:

A. General requirements applicable to all development:

1. Access.
 - a. Driveways providing access to the site may be combined, relocated, or otherwise limited in order to minimize traffic conflicts and improve public safety. All driveways shall be constructed to comply with current city standards. All driveway locations are subject to the approval of the ~~D~~director of public works.
 - b. Entry drives into parking areas shall be of sufficient depth to provide for vehicle stacking appropriate to the size, location and intensity of the project served.
 - c. Access to drive-through facilities shall have a sufficient depth to provide vehicle stacking for not less than 7 automobiles at a depth of 24 feet per automobile per drive-through facility. (One bank teller station equals one such facility.) Such stacking space shall be designed in a manner which will not restrict access to or from parking spaces, aisles or driveways.
 - d. Public transit opportunities for turnouts, shelters and pedestrian access shall be considered for all sites abutting expressways or arterial streets.
 - e. Access and bicycle parking facilities shall be considered for all sites abutting or adjacent to a planned bicycle and/or trail facility.
2. Paving. Required parking areas, as well as the maneuvering areas and driveways used for access thereto shall be paved with: (NOTE: Permits are required for any work done in the public right-of-way.)
 - a. Concrete surfacing to a minimum thickness of 3½ inches with expansion joints as necessary; or
 - b. Asphalt surfacing, rolled to a smooth, hard surface having a minimum thickness of 2 inches after compaction, and laid over a base of crushed rock, gravel or other similar material compacted to a minimum thickness of 4 inches.

- c. For commercial and industrial truck parking and drive aisles, asphalt surfacing rolled to a smooth hard surface having a minimum thickness of 3 inches after compaction and, at a minimum, designed to accommodate a traffic index (TI) of 6.5 as calculated in accordance with the latest edition of the CalTrans Highway Design Manual. Large industrial projects may need a greater TI based upon their use.
 - d. Other alternative material that will provide at least the equivalent in dust-free service, life and appearance of the materials and standards which would be employed for development pursuant to subsection A.2.a. or b. of this subsection.
 - e. The ~~D~~Director ~~of Public Works at the request of the director~~ shall review and report on the adequacy of paving where modification of base is proposed under subsection A.2.b. of this section, or where alternative materials are proposed under subsection A.2.d. of this section. The ~~D~~Director ~~of Public Works~~ may approve such modification or such alternative materials if, in his opinion, the evidence indicates compliance with subsection A.2.b. or A.2.d. of this section, as the case may be.
3. Size and Marking of Spaces.
- a. No less than 65% of the parking spaces shall exhibit minimum dimensions of 9 feet in width by 20 feet in length, with required disabled person spaces at the dimensions as provided by law. ~~(See subsection A.8.f. of this section.)~~
 - b. No more than 35% of the parking spaces may exhibit minimum dimensions of 8 feet in width by 17 feet in length. Such spaces shall be labelled "compact car only" in a manner acceptable to the ~~D~~director. ~~(See subsection A.8.f. of this section.)~~
 - c. No parking shall occur in the first 10 feet of a required front or street side yard.
 - d. Where parking abuts an alley, the improved alley may be used as an aisle subject to approval of the parking lot design.
 - e. For parallel parking, minimum aisles are 12 feet and minimum parking space dimensions are 8 feet by 24 feet.
- See the following diagrams for parking design options.
4. Circulation. Mark entrances and exits clearly. Vehicular circulation should be "one-way" in each aisle or "two-way" if the aisle width is a minimum of 20 feet. No aisle shall be less than 12 feet in width.
5. Loading Spaces. Such spaces shall be required as specified by the ~~e~~Director.
6. Buffering. A masonry wall of 6 feet in height shall be provided at the property line where the activities of a commercial or industrial use are anticipated to be incompatible with existing commercial, industrial or residential uses. It shall be the burden of the applicant to prove to the satisfaction of the ~~e~~Director or his designated representative that the project will not create or be subject to conditions necessitating a wall at the time of site plan review if a wall is not desired by the applicant.
7. Building Design.
- a. Building design standards applicable to all I zones:
 - 1) Roof treatment shall be the same on the periphery of the building, except where a different treatment is required by the city building code.

- 2) Solar access and prevailing winds should be considered in building design and orientation.
 - 3) Additions to existing buildings shall generally conform to the design of the existing building. New building size, materials and color shall be consistent with the scale and design of the building to which it is attached.
- b. Building design standards applicable to the LI ~~and MI~~ zones:
- 1) Building components such as windows, doors, eaves and parapets shall have good proportions and relationships to one another.
 - 2) Utility doors, access panels, fire doors, loading docks and other openings shall be treated as part of the architectural composition of buildings.
- c. Building design standards applicable only to the LI zone:
- 1) An exterior color scheme for all buildings or additions thereto shall be submitted with the building elevations for approval. The color scheme for existing neighboring buildings shall be indicated and considered.
8. Landscaping.
- a. Landscape designs shall be consistent throughout a project site. A combination of landscape materials should be arranged in a harmonious manner as an integral part of project design to enhance building design, public view, and interior spaces and provide buffers and transitions as needed. Unrelated and random choice or placement of plant materials shall be avoided; however, variety may be employed to intensify distinction between spaces or to strengthen a sense of place or movement, or to promote energy and water conservation and mitigate erosion.

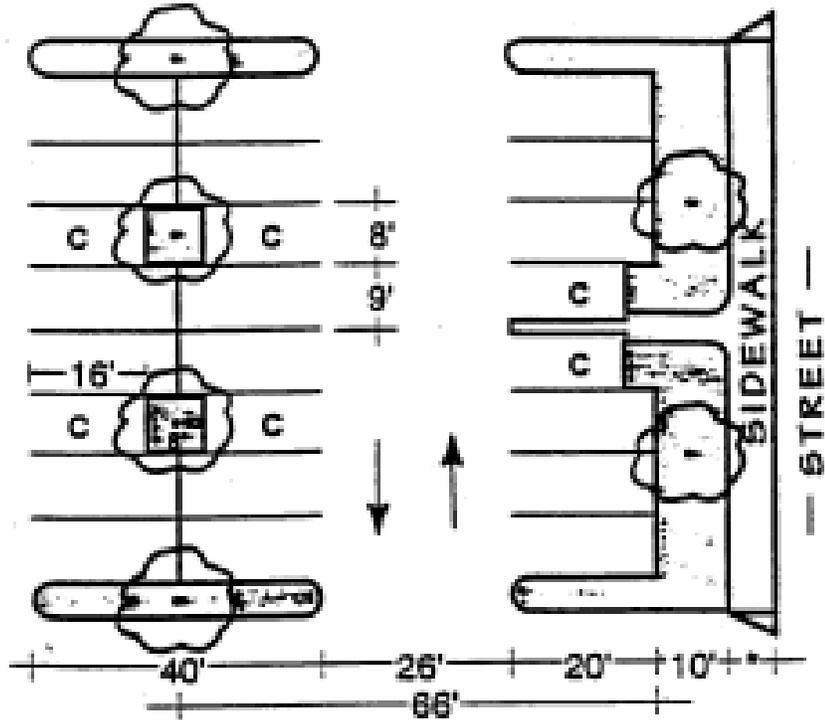
PARKING LOT DESIGN OPTIONS

90°

STANDARD 90° - MINIMUM PARKING SPACE 9' X 20'

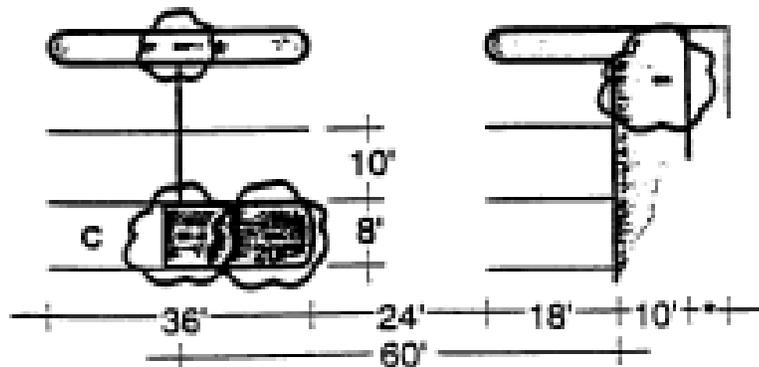
OPTION 90°-1 - MINIMUM PARKING SPACE 10' X 18'

C- ALL COMPACT PARKING SPACES ARE 8' X 18'



* SIDEWALK WIDTH IN ACCORDANCE WITH CITY STANDARDS FOR THE STREET CLASSIFICATION.
END STALLS PARALLEL TO WALLS OR FENCES SHALL BE 10' IN WIDTH.

OPTION 90°-1



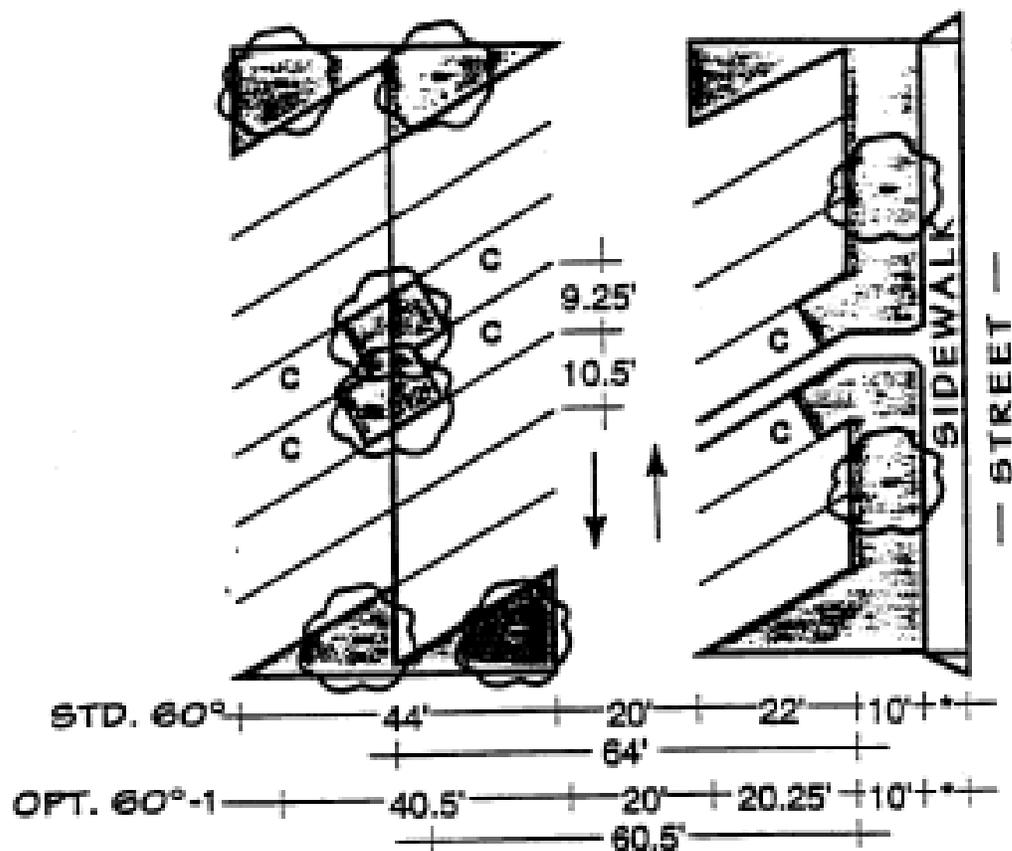
PARKING LOT DESIGN OPTIONS, cont.

60°

STANDARD 60° - MINIMUM PARKING SPACE 9' X 20'

OPTION 60°-1 - MINIMUM PARKING SPACE 9' X 18'

C- ALL COMPACT PARKING SPACES ARE 8' X 16'

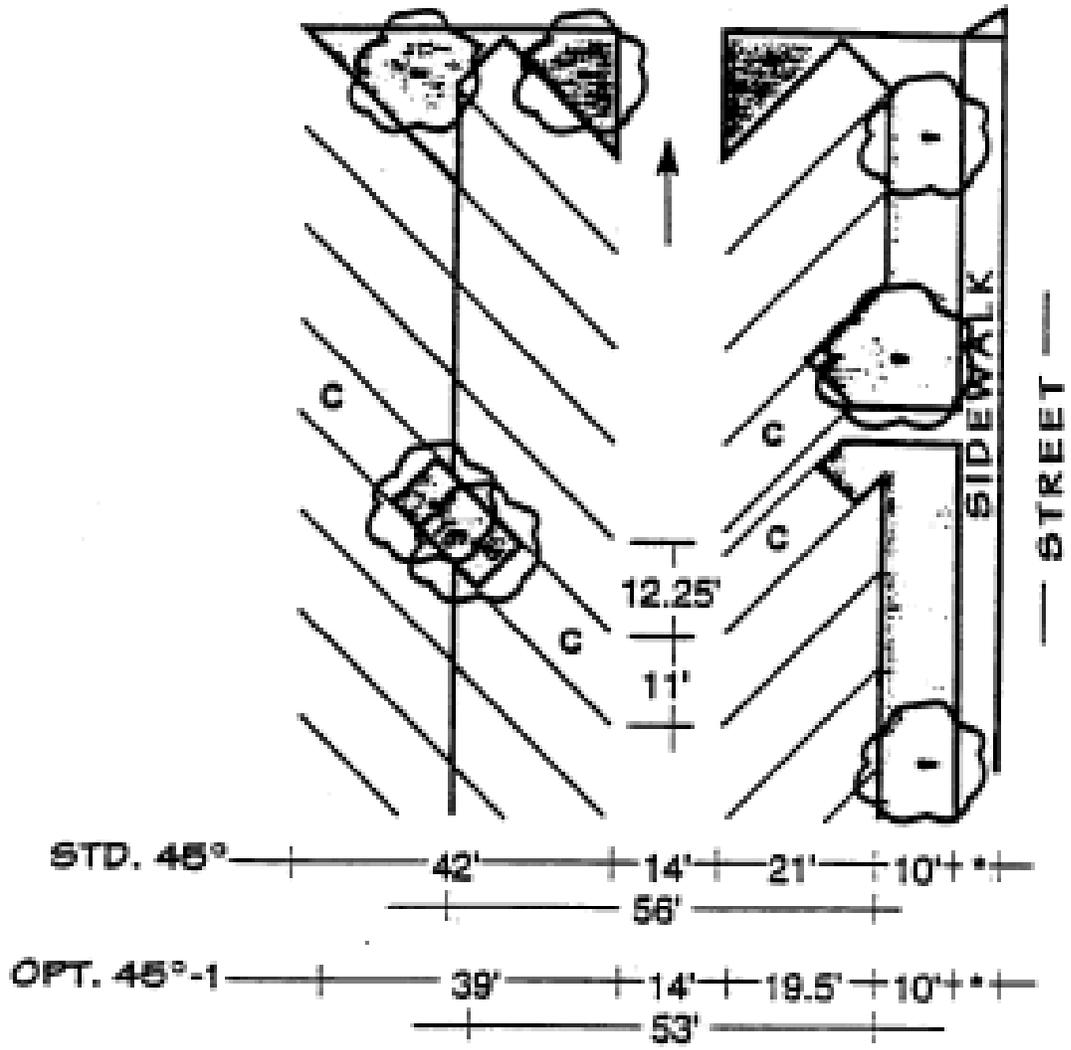


* SIDEWALK WIDTH IN ACCORDANCE WITH CITY STANDARDS FOR THE STREET CLASSIFICATION.

PARKING LOT DESIGN OPTIONS, cont.

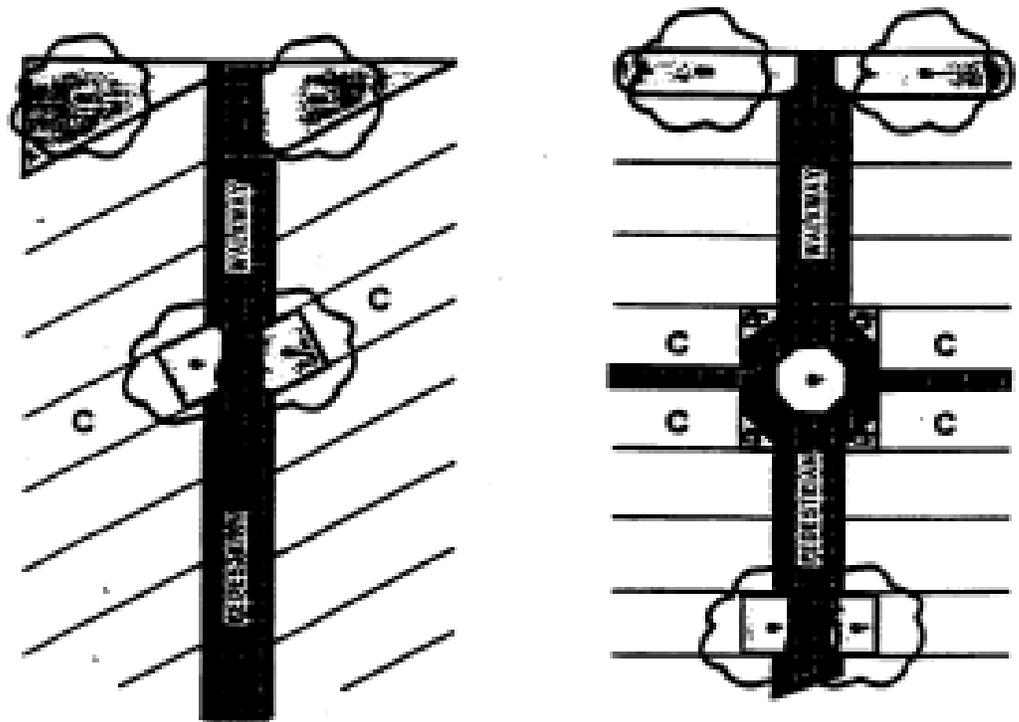
45°

STANDARD 45° - MINIMUM PARKING SPACE 9' X 20'
 OPTION 45°-1 - MINIMUM PARKING SPACE 9' X 18'
 C- ALL COMPACT PARKING SPACES ARE 8' X 16'



* SIDEWALK WIDTH IN ACCORDANCE WITH CITY STANDARDS FOR THE STREET CLASSIFICATION.

PEDESTRIAN WALKWAY OPTIONS



DESIGNS ALLOW PEDESTRIANS TO WALK TO OR FROM THEIR CARS OR TO SIDEWALKS ON ADJOINING STREETS WITH MINIMAL CONFLICT WITH PARKING LOT TRAFFIC.

- b. The type, scale and proportion of landscape materials shall be appropriate to the site and/or structures to which they relate.

- c. Plant material shall be selected for interest in its structure, texture, color, ultimate growth and water efficiency. Plants that are native or climate adaptive to the high desert area of Lancaster and/or others that will be hardy, harmonious with project design, and of good appearance, shall be used. Drought-resistant varieties of plants shall be used wherever feasible. Turf shall not be permitted. Drought-resistant varieties of plants shall be used in accordance with Title 8, Chapter 8.50, Landscaping Installation and Maintenance of the Lancaster Municipal Code.
- d. Landscaped areas shall be irrigated by an automatic system with separate stations for each hydrozone. The irrigation system shall be designed and equipped to incorporate water conservation techniques such as drip systems, moisture sensors and anti-drain valves. Sprinkler systems shall be designed to prevent water from falling onto impervious surfaces. The system shall comply with Title 8, Chapter 8.50, Landscaping Installation and Maintenance of the Lancaster Municipal Code.
- e. All areas which are within a site which has been approved by the city for development as a site plan or approved phase thereof, which are not needed for buildings, sidewalks, vehicle access or parking, shall be landscaped.
- f. All landscaped planter areas shall be completely bordered by a 6-inch P.C.C. curbing to prevent irrigation runoff and act as a wheel stop where necessary. Where used as a wheel stop, the 6-inch curb may be counted toward the required length of the parking space.
- g. All interior areas of parking lots shall be landscaped with a minimum of one shade tree plus one shade tree for each 4 parking spaces along with the other plant materials.
- h. Lots of 5,000 square feet or less in area shall have the area used for vehicle ingress, egress, circulation and parking, landscaped in accordance with the following percentages:

Zone	Landscaping
LI	5%
MI	3%
HI	2%

Only landscaped areas exclusive of curbs shall qualify toward meeting this requirement and no landscaped area with a dimension of less than 2 feet shall be credited toward meeting the landscape requirement.

- i. Lots of more than 5,000 square feet in area shall have the area used for vehicle ingress, egress, circulation and parking, landscaped in accordance with the following percentages:

Zone	Landscaping
------	-------------

LI	7%
MI	5%
HI	4%

Only landscaped areas exclusive of curbs shall qualify toward meeting this requirement and no landscaped area with a dimension of less than 2 feet shall be credited toward meeting this landscape requirement.

- j. Where off-street parking areas abut local or collector public streets, such areas shall be separated from an abutting street by a continuous landscaped planter which extends parallel to the street frontage of the parking area. Said planter shall be a minimum of 10 feet in width exclusive of perimeter curbs. Up to ½ of the area of this required landscaped planter may be counted toward fulfilling the requirements of subsection A.8.h. or i. (See Section 17.16.130.B.2.E and 17.16.130.B.4., regarding landscaping in yards.)
 - k. Trees and landscaping shall be utilized wherever possible to shade buildings as a means of enhancing energy conservation.
 - l. No tree shall be less than 15 gallon size. At least 50% of all shrubs shall be of 5-gallon size, and no shrub shall be less than one-gallon size. Ground covers shall be planted no further apart than 6 inches on center.
 - m. All landscaped areas shall be continuously and properly maintained in good condition. (See definition of landscape maintenance in Section 17.04.240.)
9. Lighting. The intent of this requirement is to properly illuminate the site without producing an adverse impact on neighboring property. Exterior lighting of the building and site shall be provided, maintained and utilized during the hours of darkness in accordance with the following requirements:
- a. Exterior lighting shall be part of the architectural concept. Fixtures, standards, and all exposed accessories shall be compatible with building design.
 - b. Placement of lighting shall be in accordance with recognized crime prevention, and safety principles.
10. Outside storage or display. All outside storage shall be developed to comply with all standards set forth herein, except for those uses which have been specifically exempted therefrom:
- a. The uses listed in Section 17.16.130 B.5. are exempt from these requirements except for the following uses which shall comply:
 - 1) Automobile impound yards;
 - 2) Electric distribution substations;
 - 3) Equipment rental and sales shall comply in the LI zone only;
 - 4) Gas metering and control stations, public utility.

- b. All outside storage or display in the LI zone which is open to view from any street or highway abutting the lot or parcel of land upon which it is conducted, or which is open to view from any other lot or parcel shall be screened from view by a solid masonry wall constructed to Los Angeles County D-65 standards or as otherwise specified by the city. Gates, where used, shall also be of solid construction unless another design is approved by the Director. Chain link with slats is not acceptable.
- c. All outside storage or display in the ~~MI and HI~~ zones which is open to view from freeways, expressways or arterial streets abutting the lot or parcel of land upon which it is conducted, or which is open to view from any area zoned or used for residential purposes, or which is open to view from any existing industrial use of a nature which, in the opinion of the director, is adversely affected by the appearance of the outside storage or display, shall be screened from view by a solid masonry wall constructed to Los Angeles County D-65 standards or as otherwise specified by the city. Gates, where used, shall be of solid construction unless another design is approved by the director. Chain link with slats is not acceptable.
- d. All walls or fences shall be of uniform height in relation to the ground upon which they stand and shall be a minimum of 6 feet and shall not exceed 15 feet in height. The actual height shall be based upon the height of the materials to be stored and methods of stacking said materials and the need for security. (See subsection A.10.f.4) of this section for clarification.)
- e. All outside storage and display or portions thereof which do not fall under the requirements of subsection A.10.c. of this section shall be fenced with chain link or other durable metal material approved by the Director. ~~No wood fence materials will be allowed.~~ All fences shall be of uniform height in relation to the ground upon which they stand and no fence shall be less than 6 feet and shall not exceed 15 feet in height. The actual height shall be based upon the height of materials to be stored and methods of stacking such materials and the need for security.
- f. All portions of outside storage and display areas shall meet the following requirements:
 - 1) The site shall be graded to drain properly as required by the Director. ~~of public works.~~
 - 2) Applicants must obtain approval of the Los Angeles County Fire Department prior to obtaining any city permits for any use that includes the manufacture, use or storage of hazardous materials or wastes.
 - 3) The surface of the site shall be covered with at least 2 inches of crushed rock to prevent dust, or if hazardous materials are used or wastes are stored anywhere in the outdoor storage area, the entire area where such materials are used or stored shall, at a minimum, be paved in accordance with the standards of subsection A.2.a. of this section without expansion joints and with a curb for containment in accordance with city standards. Additional requirements may be imposed by the Los Angeles County Fire Department.
 - 4) All raw material, equipment, by-product, waste or finished products:
 - a) Shall not be stored above the height of the wall or fence enclosing the area; and

- b) Shall not be stored within 300 feet of residentially zoned property, except where such property is separated by an arterial street; and
 - c) Shall be stored in a manner that will not allow any material to be blown from the enclosed storage area; and
 - d) Shall not be placed or allowed to remain outside the enclosed storage area.
- g. The design requirements for outside storage and display as set forth in this title shall not relieve the proprietors of such uses from complying with all applicable regulations, laws and ordinances of the city of Lancaster, county of Los Angeles, state of California, or the United States.

11. Screening.

a. Screening standards applicable to all I zones:

- 1) Where mechanical equipment, junction boxes, satellite antennae, meters and similar utility equipment is ground mounted it shall be enclosed or screened from view where necessary to preclude visibility from freeways, expressways and arterial streets and adjacent properties.
- 2) Parking areas adjacent to streets shall be screened with landscaping in the required yards and with low decorative walls, berms or combinations thereof. Where walls are used they shall be placed so as not to obscure landscaped areas from the street.

b. Screening standards applicable to the LI zone:

- 1) All rooftop mechanical equipment, ducts, tanks, satellite antennae, etc., shall be enclosed or otherwise screened from view from all sides of the building. (This requirement does not include wind-powered turbines used for ventilation.)
- 2) Loading areas shall be screened from view where necessary to preclude visibility from public streets and highways and adjacent properties.

c. Screening standards applicable to the ~~MI and~~ HI zones:

- 1) All rooftop mechanical equipment, ducts, tanks, satellite antennae, etc., shall be enclosed or otherwise screened from view from all sides of the building only where necessary to preclude visibility from freeways, expressways or arterial streets or adjoining residential, commercial or light industrial areas. (This requirement does not include wind-powered turbines used for ventilation.)
- 2) Loading areas shall be screened from view only where necessary to preclude visibility from freeways, expressways and arterial streets and adjacent residentially and commercially zoned properties.

12. Service for Utilities. All on-site utility services shall be underground.

13. Signs.

a. Sign design standards applicable to all I zones:

- 1) The colors, materials and lighting of every sign shall be restrained and harmonious with the building and site to which it principally relates.

- 2) The number of graphic elements on a sign shall be held to the minimum needed to convey the sign's major message and shall be composed in proportion to the area of the sign face.
 - 3) The light source of externally illuminated signs shall not be visible.
 - 4) No sign shall be placed in or over any public right-of-way.
 - 5) Street numbers of all buildings shall be prominently located and not less than 8 inches in height on a contrasting background to be easily read from the street by public safety personnel (i.e., police, fire, ambulance).
- b. Sign design standards applicable only to the LI zone:
- 1) Use of individual letters for all signing is preferred and encouraged over "cabinet" signs. Where cabinet signs are utilized, such cabinet must be integrated into the design of the building or structure.
14. Refuse/Recycling Storage. Commercial, industrial and institutional uses shall have on the same lot or parcel a refuse/recycling storage area at a ratio of 20 square feet of refuse/recycling storage area for each 1,000 square feet or portion thereof of net floor area of the facility but not less than 6 feet in width nor less than 18 in length (exterior dimension). Such storage areas shall include separate containers for waste and for materials to be recycled. Each container shall be clearly marked or color coded for its intended use. Such storage areas shall be enclosed on 3 sides by a minimum 5-foot-high reinforced masonry or concrete wall with a sight-obscuring gate of noncombustible materials which is the same height as the enclosing walls. The floor of the enclosure shall be of concrete construction and the walls shall be protected by a concrete curb not less than 2 inches high by 6 inches wide or conventional concrete wheel stops to preclude damage by dumpsters. Such storage areas shall not be placed in a location which is openly exposed to a fronting street or a neighboring residential area.
15. Special Standards for Automobile Dismantling, Scrap Metal Processing Yards and Junk and Salvage Yards. No automobile dismantling yard or junk and salvage yard (as defined in Section 17.04.240) shall be permitted or maintained in the HI zone unless it complies with the following requirements:
- a. All operations and storage, including all equipment used in conducting such business, other than parking, shall be conducted within an enclosed building, or within an area fully enclosed by a solid wall. No wrecked or dismantled vehicles, salvage or junk shall be placed or allowed to remain outside of the enclosed yard area.
 - b. No wrecked or dismantled vehicles, salvage or junk shall be stored at a height greater than the surrounding wall.
 - c. Where walls are required they shall be developed in accordance with the following standards:
 - 1) All walls shall be of a uniform height in relation to the ground upon which they stand, and shall be a minimum of 8 feet and shall not exceed 15 feet in height. No walls shall be placed in a required front or street side yard established by Section 17.16.130.B.2.

The required setback shall be landscaped in accordance with Sections 17.16.130.B.2.e., 17.16.130.-B.4. and 17.16.220. All landscaped areas shall be continuously and properly maintained in good condition as defined in this title.

- 2) Walls shall be constructed of masonry to the structural standards specified by the ~~dDirector of public works.~~
- 3) Gates: shall be of solid construction. (Chain link with slats does not fulfill this requirement.)
- 4) Other interior fences or walls not open to view may be constructed of alternative materials as approved by the ~~Ddirector of community development.~~
- 5) All fences and walls shall be constructed in a workmanlike manner and shall consist solely of new materials unless the ~~Ddirector of community development~~ approves the substitution of used materials where, in his opinion, such used materials will provide the equivalent in service, appearance, and useful life.
- 6) All walls shall be a uniform neutral color excluding black, which blends with the surrounding terrain and improvements and shall be maintained in a neat, orderly condition at all times. Such wall may contain signs as approved by the ~~Ddirector of community development~~ in lieu of freestanding signs with an area not to exceed the sign area permitted for freestanding signs.
- 7) Any structures which are used as part of the yard boundaries and/or are exposed to view from the street frontage shall be painted to conform with the color of the fencing. The ~~Ddirector of community development~~ may approve other appropriate architectural treatment.

d. Paving.

- 1) The entire yard shall be paved with an asphalt surfacing as specified in subsection A.2.b. of this section or the ~~dDirector~~ may approve other paving materials which provide, in his opinion, the equivalent in service and useful life. The requirement may be waived where the Director ~~of Development Services~~ finds that no dust or other problem would be aggravated by the absence of surfacing.
- 2) If hazardous materials are used or wastes are stored anywhere in an outdoor storage area, the entire storage area and area where the materials are used shall be paved in accordance with subsection A.2.a. of this section without expansion joints and with a curb sufficient for containment in accordance with city standards.

e. The special standards for automobile dismantling yards and junk and salvage yards set forth in this title shall not relieve the proprietors of such yards from complying with all regulations, laws and ordinances of the city of Lancaster, county of Los Angeles, state of California or the United States.

16. Hazardous Materials. Applicants must obtain the approval of the Los Angeles County Fire Department prior to obtaining any city permits for any use which includes the manufacture or use, of hazardous materials or the storage of hazardous materials or wastes.

17. Radioactive Materials. The use of radioactive materials shall be limited to measuring, gauging or calibration equipment.
18. Noise. Uses which generate noise by the nature of their function and/or processes shall be required to demonstrate that the noise levels emitted from the use shall not exceed 65 dBA at any property line which abuts a commercial or residential zone or use. A detailed noise attenuation study by a qualified acoustical engineer may be required by the Director ~~of Development Services~~ or his designated representative to determine appropriate mitigation and methods to incorporate same into project design. Site design methods which may be utilized to reduce noise include:
 - a. The use of building setbacks and dedication of noise easements to increase the distance between the noise source and receiver;
 - b. The location of uses and orientation of buildings which are compatible with higher noise levels adjacent to noise generators or in clusters to shield more noise-sensitive areas and uses;
 - c. The placement of noise-tolerant land uses, such as parking areas, between the noise source and receiver;
 - d. The placement of noise-tolerant structures, such as garages or carports, to shield noise-sensitive areas;
 - e. Clustering of office or commercial structures to reduce interior open space noise levels.
19. Projections Permitted into Yards. The following projections are permitted in the LI zone only.
 - a. Eaves, cantilevered roofs, awnings and similar architectural features may project a maximum distance of 2½ feet into any required front or side yard or 5 feet into a rear yard, provided that such features shall maintain a minimum distance of 3 feet from any property line and is not less than 8 feet in height above grade. Such appendages shall be supported only at or behind the building setback line.
 - b. Landing places including access stairs, which exceed an average height of 2½ feet and do not extend above the level of the first floor may project a maximum distance of 2 feet into required interior side yards, and a maximum distance of 5 feet into required front and side yards, provided such features shall maintain a minimum distance of 3 feet from any property line, and that an open-work railing installed shall not exceed 3½ feet in height.
 - c. Rain conductors, spouts, utility service risers, shutoff valves, water tables, sills, capitals, bases, cornices and belt courses may project a maximum distance of one foot into any required yard.
 - d. Water heaters, water softeners, and gas or electric meters, including service conduits and pipes, enclosed or in the open, may project a maximum distance of 2½ feet into a required interior or rear yard provided that such structures or equipment shall maintain a minimum distance of 3 feet to any property line.
20. Electric Vehicle Charging Stations (EVCS). New commercial and industrial development shall provide for electric vehicle charging stations in the manner prescribed as follows:

- a. New residential uses shall provide EVCSs in accordance with Section 17.08.150T.
 - b. New commercial, industrial and other uses with the building or land area, capacity, or numbers of employees listed herein shall provide the electrical service capacity necessary and all conduits and related equipment necessary to ultimately serve 2% of the total parking spaces with EVCSs in a manner approved by the building and safety official. Of these parking spaces, ½ shall initially be provided with the electric vehicle supply equipment necessary to function as on-line EVCSs upon completion of the project. The remainder shall be installed at such time as they are needed for use by customers, employees or other users. EVCSs shall be provided in disabled person parking spaces in accordance with state requirements.
 - 1) Construction of a hospital of 500 or more beds, or expansion of a hospital of that size by 20% or more.
 - 2) Construction of a post-secondary school (college), public or private, for 3,000 or more students, or expansion of an existing facility having a capacity of 3,000 or more students by an addition of at least 20%.
 - 3) Hotels or motels with 500 or more rooms.
 - 4) Industrial, manufacturing, or processing plants or industrial parks that employ more than 1,000 persons, occupy more than 40 acres of land, or contain more than 650,000 square feet of gross floor area.
 - 5) Office buildings or office parks that employ more than 1,000 persons or contain more than 250,000 square feet of gross floor area.
 - 6) Shopping centers or trade centers that employ 1,000 or more persons or contain 500,000 square feet of gross floor area.
 - 7) Sports, entertainment, or recreation facilities that accommodate at least 4,000 persons per performance or that contain 1,500 or more fixed seats.
 - 8) Transit projects (including but not limited to transit stations and park and ride lots).
- B. When abutting or adjacent to residentially zoned property, the following requirements shall also be applied:
1. Artificial lighting used to illuminate the premises shall be directed away from adjacent residentially zoned properties.
 2. Where multi-story buildings are to be utilized on lots abutting residentially zoned properties, such buildings shall be located or oriented in a manner which will minimize visual intrusion into neighboring residentially zoned property. (This may be accomplished by setting the building back from the abutting property line beyond the distance required for the yard, selective placement or screening of windows, orienting the building in a manner which will not give occupants a direct view into the yards or windows of neighboring residents.)
 3. No signs shall be placed in a manner which visually intrudes into adjoining residentially zoned property.
 4. Trees shall be utilized as a means of improving the interface between commercial and residential uses where appropriate.

5. When abutting residentially zoned property, a masonry wall of not less than 6 feet in height shall be provided at the property line in accordance with the provisions for walls specified in Section 17.28.030.C to minimize conflicts between commercial and residential uses. This requirement shall be modified, where necessary to preclude interference with line-of-sight of a driver within 10 feet of any street, highway or alley, down to a maximum height of 42 inches. The design of the wall shall be considered as part of the site plan review. The site and any buildings thereon shall be designed to locate noise- and odor-generating equipment and activity in a manner which will have a minimal impact on abutting residentially zoned property. Such techniques may include, but are not limited to, no windows on the building wall(s) facing residentially zoned property, insulating structures housing equipment against noise, limitation of the hours of equipment operation, and other controls designed for specific problems. It shall be the burden of the applicant to prove that his project will not have a detrimental effect on neighboring residential property at the time of site plan review.
- C. All uses shall comply with the air quality standards of the Air Quality Management District (AQMD) or the city of Lancaster, whichever is more restrictive.

(Ord. 790 § 1 (Exh. A), 2001; Ord. 713 § 5 (part), 1995; Ord. 711 §§ 17 (part), 18 (part), 19(C) (part), 29 (part), 34 (part), 35 (part), 1995; prior zoning ord. § 241.080)

(Ord. No. 907, § 6, 10-28-08)

~~17.16.630 Penalties.~~

~~Any person who violates, causes, or permits another person to violate any provision of this chapter commits an infraction. Any person convicted of an infraction shall be subject to a civil fine to the maximum amount permitted by state law. Any person twice convicted of an infraction for repeat violations of the same provision within a one year period, may be charged with a misdemeanor upon being issued a citation for the repeated violation of the same provision. Any person convicted of a misdemeanor shall be subject to the maximum punishment permitted by state law.~~

~~Pursuant to Government Code Section 3-6900(a), the city attorney may prosecute these violations in the name of the people of the state of California.~~

~~(Ord. 801 § 2 (part), 2001; Prior zoning ord. § 251.050)~~

17.36.020 - Public hearings procedure.

- A. Notice of. No less than ~~1020~~ days prior to the date of any hearing other than a hearing on an application to grant a cemetery permit, the Director ~~of Development Services~~ shall:
1. Cause a copy of a notice of the time and place of such hearing to be published as follows:
 - a. Hearings on general amendments to the ordinance shall be published once in a newspaper of general circulation in the county of Los Angeles;
 - b. Hearings on permits, variances, nonconforming uses or structure review, or zone changes shall be published once in a newspaper of general circulation in the county of Los Angeles available in the community in which the permit or variance is proposed to be established except that, conditional use permits for a rock quarry, sand, gravel, or any excavation for the purpose of obtaining clay, decomposed granite or similar material shall be published in 2 newspapers of general circulation at least one of which is a newspaper available in the community in which such use is proposed to be established. Such publications if made in a daily newspaper, shall be for a period of not less than 5 consecutive publications of such newspaper, and if made in a weekly newspaper, shall be for a period of not less than 2 consecutive publications of such paper the first publication in either case appearing not less than 20 days before the date of the hearing;
 2. Cause a notice to be mailed by first class mail, postage prepaid, to:
 - a. The applicant and all persons listed in the application or petition as owners of the property under consideration, and
 - b. All persons whose names and addresses appear on the verified lists of property owners required to be submitted by the applicant, and
 - c. Such other persons whose property might in his judgment be affected by such application or permit;
 3. Cause a notice of the time and place of such hearing to be sent to such public officers, departments, bureaus or agencies who, in the opinion of the Director ~~s of Development Services~~, might be interested, requesting a report thereon;
 4. If for a revocation, also serve upon every person, if any, in real or apparent charge and control of the premises involved, the record owner, the holder of any mortgage, trust deed or other lien or encumbrance of record, the holder of any lease of record, the record holder of any other estate or interest in or to the premises or any part thereof, written notice of the time and place of such hearing either in the manner required by law for the service of summons, or by registered mail, postage prepaid;
 5. If the Director finds that the publication and mailing required by subsections A.1. and 2. of this section will not give sufficient notice to those persons who may be affected, he also shall post at such locations as he deems best suited to inform such persons, notices of the time and place of such hearing.

6. For centers with two or more tenant spaces, each tenant within the center shall be notified of the public hearing notice.

- B. Continuance of. If for any reason, the testimony on any case set for public hearing cannot be completed on the appointed day, the chairman of such hearing may before adjournment or recess, publicly announce the time and place at which said hearing will be continued and no further notice thereof shall be required.
- C. Notice of Action. The commission ~~or board of supervisors~~ shall serve notice of its action upon:
1. The applicant for a permit, variance, nonconforming use or structure review, or zone change, or the person owning and/or operating a use for which the revocation of a permit, variance, or nonconforming use or structure is under consideration as required by law for the service of summons or by registered or certified mail, postage prepaid, return receipt requested; and
 2. The following persons by first class mail, postage prepaid:
 - a. The first 3 protestants testifying or speaking at the public hearing, except at a hearing for the revocation or modification of any permit, variance, or nonconforming use or structure,
 - b. The first 3 persons testifying or speaking at a public hearing in favor of the revocation or modification of any permit, variance, or nonconforming use or structure,
 - c. Any other persons testifying or speaking at a public hearing that request such notification from the chairman at the hearing.

(Prior zoning ord. §§ 631—633)

Article VII. - Nonconforming Uses and Structures

17.32.830 ~~-- Purpose~~

This article is intended to allow for the continuation, maintenance, and limited expansion of uses, lots, and structures established in compliance with development codes in effect at the time of establishment of the use of structure, but not in compliance with current development codes.

Definition of types.

~~As used in this article the expressions "Type 1, Type 2, Type 3, Type 4 and Type 5 building" are used as defined in Part V, Chapter 17 of said Ordinance No. 2225 (Building Code).~~

~~(Prior zoning ord. § 509.1)~~

17.32.840 - Establishment of lawful nonconforming uses, structures and lots

Regulation of.

Any lawfully established use, structure, or lot that is in existence on the effective date of the ordinance codified in this title or any subsequent amendment but does not comply with all of the standards and requirements of this title shall be considered nonconforming. Nonconforming uses and structures may only be continued subject to the requirements of this Article.

~~The following regulations shall apply to all nonconforming uses:~~

- A. ~~__—Nonconformities, Generally. A nonconformity may result from any inconsistency with the requirements of this title including, but not limited to location, density, floor area, height, yard, usable open space, buffering, performance standards, or the lack of an approved permit of other required authorization. Continuation of Nonconforming Uses. A nonconforming use may be continuously maintained provided there is no alteration or addition to any structure nor any enlargement of area, space or volume occupied by or devoted to such use, except as otherwise provided in this title.~~
- B. Nonconforming Lots. Any lot that is smaller than the minimum lot size required by this title or does not meet any of the applicable dimensional requirements shall be considered a lawful nonconforming lot if it is described in the official record on filed in the office of the Los Angeles County Recorder as a lot of record under one ownership. A nonconforming lot may be used as a building site subject to compliance with all applicable requirements, unless a variance or other modification or exception is approved as provided in this title.

~~Additions to a Nonconforming Use. This section does not authorize the extension, expansion or enlargement of the area of land or the area within a building or structure devoted to a nonconforming use or permit the addition of land, buildings or structures used in conjunction with such nonconforming use except:~~

- ~~1.—To the extent required by a subsequently enacted or subsequently adopted law, ordinance or regulation and the director so finds. Such additions as are permitted by this subsection shall not be construed to extend the termination date of the subject nonconforming use;~~
- ~~2.—Additions may be made to a nonconforming dwelling unit without requiring any additional garage, carport, parking space or driveway paving, provided that such additions neither increase the number of families that can be housed in such structure, nor occupy the only portion of an area which can be used for required garages, carports, parking space or access thereto. Such additions as are permitted by this subsection shall not be construed to extend the termination date of the subject nonconforming use.~~

- ~~C. Additions to a Nonconforming Building or Structure. Additions may be made to a nonconforming building or structure which is not in violation of any provisions of this title and is nonconforming only because it does not meet the following standards of development as provided herein:~~
- ~~1. Yards provided such addition or expansion is developed pursuant to the yard requirements of this title;~~
 - ~~2. Building height limits, but not including floor area ratio or maximum lot coverage provisions, provided such addition or expansion is developed pursuant to the height requirements of this title;~~
 - ~~3. Access and paving, width of access, improvement and landscaping of parking areas, provided such addition or expansion shall be developed pursuant to the parking provisions of the zone in which it is located. Where the amount of parking provided prior to such addition is sufficient to comply with the zone after such expansion the addition shall be deemed to comply with this subsection;~~
 - ~~4. Such additions as are permitted by this subsection shall not be construed to authorize the modification of any provision of this title nor extend the termination date of the subject nonconforming use.~~
- ~~D. Substitution of a Conforming Use in a Structure—Nonconforming Due to Standards Other Than Parking. A use which is not in violation of any provisions of this title and is nonconforming only because it does not meet the requirements of the standards of development, other than automobile parking space requirements, may be changed to a use permitted in the zone. Any such change of use shall not extend the termination date established for the original nonconforming use.~~
- ~~E. Substitution of a Conforming Use in a Structure—Nonconforming Due to Parking. A use which is not in violation of any provisions of this title and is a nonconforming use only because it does not meet automobile parking space requirements may be changed to a use permitted in the zone having the same or a lesser parking requirement. Any such change of use shall not extend the termination date established for the original nonconforming use.~~
- ~~F. Building and Structures Under Construction. Any building or structure, for which a valid building permit has been issued prior to the operative date of this title or any amendment thereto, may be completed and used in accordance with the provisions of this title, provided:~~
- ~~1. That such construction or the proposed use of such building or structure under construction is not in violation of any other ordinance or law at said operative date; and~~
 - ~~2. That such building or structure is completed within:~~
 - ~~a. One year from said operative date, if 2 stories or less in height and not more than 70,000 square feet in floor area, except that one additional month shall be permitted for each 15,000 square feet in excess of said 70,000 square feet;~~
 - ~~b. One and one-half years from said operative date, if 3 to 6 stories in height and not more than 100,000 square feet in floor area, except that one additional month shall be permitted for each 15,000 square feet in excess of said 100,000 square feet;~~
 - ~~c. Two years from said operative date if 7 stories or more in height and not more than 150,000 square feet in floor area except that one additional month shall be permitted for each 15,000 square feet;~~
 - ~~3. That such building or structure is completed in accordance with the plans and specifications on which such building permit was issued.~~
- ~~G. 1. Repair or Restoration of Damaged or Destroyed Residential Buildings in Residential Zones Which are Nonconforming Solely by Virtue of the Property Development Regulations. A residential building in a residential zone which was legally constructed in accordance with~~

~~the lot dimensions, density, yard or lot coverage requirements in effect at the time of its construction, which is damaged or destroyed, may be repaired or restored to its original number of dwelling units and location on the lot or parcel which it enjoyed prior to the occurrence of such damage or destruction provided that such repair or restoration shall be commenced within one year of the date of damage or destruction and be diligently pursued to completion.~~

- ~~2.—Repair of Damaged or Partially Destroyed (50% or less) Nonconforming Buildings or Structures Other Than Signs. Any nonconforming building or structure other than signs, or any building or structure containing a nonconforming use, which is damaged or partially destroyed may be restored to the condition in which it was immediately prior to the occurrence of such damage or destruction, provided:
 - a.—That the cost of repair or restoration does not exceed 50% of the total replacement cost for the entire building or structure as determined by the current building valuation guide sheet used by the department of building and engineering services to ascertain plan check and building permit fees; and
 - b.—That such repair or restoration shall be commenced within one year of the date of damage or partial destruction and be diligently pursued to completion; and
 - c.—That repair or restoration shall not extend the termination date of such nonconforming use, building or structure specified in this title.~~
- ~~H.—Maintenance of Nonconforming Buildings or Structures. When maintenance or routine repairs within any 12 month period exceed 25% of the current market value of an existing building or structure as reflected by the current assessment roll, such building or structure shall be made to conform to the requirements for new buildings or structures as specified by this title. This provision does not apply to additions permitted by this article or to Section 17.40.120.~~
- ~~I.—Limitation on Additional Development. No new use, building or structure shall be developed on any lot or parcel of land containing a nonconforming use, building or structure unless the following conditions prevail:
 - 1.— That each existing and proposed use, building or structure, including appurtenant structures, improvements and open space, will be located on a lot or parcel of land having the required area as provided in Article II of Chapter 17.40; and
 - 2.— That such lot or parcel of land can be divided into smaller lots or parcels of land each of which when considered as a separate lot or parcel of land will contain not less than the required area; and
 - 3.— That each such lot or parcel of land so divided into smaller lots or parcels of land will comply with the requirements of this title as to the number and location of structures.~~
- ~~J.—Nonconforming Uses Created by the Adoption and Implementation of the General Plan. A use which was lawfully established in accordance with this title, and any amendments thereto, and other applicable ordinances in effect at the time of its creation, but which due to the adoption of the general plan and subsequent amendments to this title to implement the general plan, no longer complies with those regulations and requirements of the zone in which it is located, shall be subject to the following regulations:
 - 1.— Such uses may continue to be operated by the owner for a period of 20 years from the date which they became nonconforming. Section 17.32.850B shall not apply.
 - 2.— Such uses shall be terminated when the use is changed or discontinued under the conditions described in Section 17.32.850A.~~
- ~~K.—Exemptions for Senior Mobilehome Parks. An existing senior mobilehome park that becomes nonconforming as to the underlying general plan or zoning designation shall be deemed to be a legal and conforming use. Expansion of an existing senior mobilehome park shall not~~

~~terminate the legal and conforming status of any previously existing structures or uses in the mobilehome park.~~

~~(Ord. 900 § 8, 2008; prior zoning ord. § 509.2)~~

17.32.850 - Continuation and maintenance of nonconforming uses and structures

~~Termination of.~~

~~A. A use legally occupying a structure or site, as of the effective date of this code, that does not conform with the use regulations or the standards in the zone in which the use is located shall be deemed to be a legal nonconforming use and may be continued in perpetuity.~~
~~Termination by Discontinuance.~~

~~1. Discontinuance of a nonconforming use as indicated herein shall immediately terminate the right to operate such nonconforming use, except when extended as otherwise provided in this title:~~

~~a. Changing a nonconforming use to a conforming use;~~

~~b. Discontinuance of a nonconforming use for a consecutive period of one year.~~

~~2. Discontinuance of the keeping of animals for one year in a zone where the keeping of said animals is not permitted (R, MHP, MDR, HDR) or keeping numbers of animals on a 15,000 square foot lot which exceeds the number permitted for the lot area specified in Article IV of Chapter 17.08 for the keeping of such animals, shall terminate the right to keep same as a nonconforming use.~~

~~B. Termination by Operation of Law. The following nonconforming uses and structures shall be discontinued and removed from their sites within the time specified in this section, except when extended or revoked as otherwise provided in this title:~~

~~1. Where the property is unimproved, one year;~~

~~2. Where the property is unimproved except for structures of a type for which Ordinance No. 2225 does not require a building permit, 3 years;~~

~~3. Where the property is unimproved except for structures which contain less than 100 square feet of gross floor area, or where such structures have a total market value of \$500.00 or less as reflected by the current assessment roll, 3 years;~~

~~4. Signs as follows:~~

~~a. Signs as prohibited by Sections 17.12.150B, 17.12.370B, 17.12.660B, 17.12.820B, 17.16.150B and 17.16.360B (except for pole signs and roof signs which shall comply with subsection B.4.c. of this section), 90 days, and~~

~~b. Outdoor advertising signs and structures in accordance with subsections D and H of Section 17.40.210, and~~

~~c. All other signs and structures governed by the provisions of the zoning ordinance which were in effect before March 12, 1983, 10 years,~~

~~d. All other signs and structures governed by the provisions of the zoning ordinance which became effective after March 12, 1983, to the extent the requirements of Business and Professions Code Section 5495 apply,~~

~~e. Those nonconforming signs within a redevelopment project area, 10 years; A structure legally occupying a site as of the effective date of this code that does not conform with the property development standards for required yards, height, coverage, distances between structures, or other standards for the zone in which the structure is located shall be deemed to be a legally nonconforming structure and may be used and maintained in perpetuity.~~

~~C. It shall not be the intent of this section to render previously legally created building lots or legally constructed buildings which do not comply with the new property development~~

regulations or other requirements of this title to be nonconforming where these lots or buildings complied with the ordinances in effect at the time of construction. However, proof of compliance with ordinances in effect at the time of creation or construction shall be the sole burden of the applicant or property owner. Such proof may include building permits, minutes of council or commission action, case files, or other documentation.

D. Routine maintenance and repairs may be performed on a structure or site, the use of which is legal nonconforming.

E. When interpreting setbacks for a residential use in a residential zone that are legal nonconforming, new construction shall be permitted to maintain/continue the existing setback, provided the structure does not further encroach into the existing setback area by either further reducing the existing setback.

F. Any nonconforming publicly owned use, including but not limited to, schools, colleges, parks, libraries, fire stations, sheriff stations and other public sites, may be added to, extended or altered if such additions, extensions or alterations do not extend beyond the boundaries of the original site established prior to the time approval was required. Nothing in this title pertaining to nonconforming structures shall be construed to require the termination, discontinuance or removal of such uses except as provided in Section 17.32.900.

G. Any nonconforming public utility building, structure, equipment or facility necessary for operating purposes, but excluding offices, service centers or yards, may be added to, extended or altered, provided there is no change in use or enlargement of the original site established prior to the time such approval was required. Nothing in this ordinance pertaining to nonconforming structures shall be construed to require the termination, discontinuance or removal of such uses except as provided in Section 17.32.900.

~~5. Where a nonconforming use is carried on in a conforming structure, 5 years except where the provisions of subsection B.3. of this section apply;~~

~~6. In other cases 20 years from effective date of the ordinance or amendment thereto establishing said nonconforming status, and for such longer time so that the total life of the structure from the date of construction, based on the type of construction as defined by the building code, will be as follows:~~

~~a. Type IV and Type V buildings (light incombustible frame and wood frame) used as:~~

~~1) One family dwellings, 2 family dwellings, 3 family dwellings, apartment houses and other buildings used for residential occupancy, 35 years,~~

~~2) Stores and factories, 25 years,~~

~~3) Any other building not herein enumerated, 25 years,~~

~~b. Type III buildings (heavy timber construction and ordinary masonry) used as:~~

~~1) One family dwellings, 2 family dwellings, 3 family dwellings, apartment houses, offices and hotels, 40 years,~~

~~2) Structures with stores below and residences, offices or a hotel above, 40 years,~~

~~3) Warehouses, stores and garages, 40 years,~~

~~4) Factories and industrial buildings, 40 years,~~

~~c. Type I and Type II buildings (fire resistive) used as:~~

~~1) One family dwellings, 2 family dwellings, 3 family dwellings, apartment houses, offices and hotels, 50 years,~~

- ~~2) — Theaters, warehouses, stores and garages, 50 years,~~
- ~~3) — Factories and industrial buildings, 50 years.~~

~~(Ord. 651 § 9, 1993; prior zoning ord. § 509.3)~~

17.32.860 - Restoration of damaged structure

A. Whenever a structure which does not comply with the property development standards prescribed in the zone in which the structure is located is destroyed by fire or other calamity to the extent of fifty percent (50%) or more, the structure may be restored and the legal nonconforming use may be resumed; provided, that restoration is started within two (2) years from the date of the calamity and diligently pursued to completion. The new structure may be restored to its original height or the maximum height permitted in the zone in which it is located, whichever is greater, and must be in full conformity with the parking, setback, and landscaping standards for that zone in effect at the time of reestablishment.

B. The extent of damage shall be based upon the ratio of the estimated cost of restoring the structure to its condition prior to such damage to the estimated cost of duplicating the entire structure as it existed prior thereto. Estimates for this purpose shall be made by or shall be reviewed and approved by the Building Official and shall be based on the minimum cost of construction in compliance with the Building Code. In the case of a use with multiple structures, the damage ratio shall be determined by comparing the cost of restoring the damaged structure(s) to its (their) condition(s) prior to such damage to the estimated cost of duplicating all structures associated with such use.

C. Whenever a structure is damaged less than fifty percent (50%), the structure shall be replaced to its legal nonconforming status or replaced with a structure in conformance with the code.

~~Public uses:~~

~~Any nonconforming publicly owned use, including but not limited to, schools, colleges, parks, libraries, fire stations, sheriff stations and other public sites, may be added to, extended or altered if such additions, extensions or alterations do not extend beyond the boundaries of the original site established prior to the time approval was required. Nothing in this title pertaining to nonconforming structures shall be construed to require the termination, discontinuance or removal of such uses except as provided in Section 17.32.900.~~

~~(Prior zoning ord. § 509.4)~~

17.32.870 - Zoning Compliance Review

~~Public utilities:~~

A. Uses and structures established in compliance with zoning codes in effect at the time of establishment of the use or structure but not in compliance with current zoning codes may obtain a certificate of zoning compliance through a Director's Review. A certificate of zoning compliance shall require a final occupancy review. The applicant must show, to the satisfaction of the Director, that the structure or use in question is in compliance with the original permit and/or codes in effect at the time the structure was constructed or the use was initiated

~~Any nonconforming public utility building, structure, equipment or facility necessary for operating purposes, but excluding offices, service centers or yards, may be added to, extended or altered, provided there is no change in use or enlargement of the original site established prior to the time such approval was required. Nothing in this ordinance pertaining to nonconforming structures shall be construed to require the termination, discontinuance or removal of such uses except as provided in Section 17.32.900.~~

~~(Prior zoning ord. § 509.5)~~

~~17.32.880 – Review of amortization schedule or substitution of use.~~

- ~~A. Request for Review. An application accompanied by the filing fee required by resolution of the city council may be filed with the commission:~~
- ~~1. Requesting extension of the time within which a nonconforming use or structure must be discontinued and removed from its site as specified in subsection B of Section 17.32.850 or subsection A of Section 17.44.100; or~~
 - ~~2. Requesting substitution of another use permitted in the zone in which the nonconforming use is first permitted where a nonconforming building is vacant despite efforts to insure continuation of a nonconforming use and is so constructed that it may not reasonably be converted to or used for a use permitted in the zone in which it is located.~~
- ~~The commission may accept such filing either before or after the date of expiration of such nonconforming use.~~
- ~~B. Application and Procedure. Except as specifically provided in this section, the application and all procedure relative to notification, public hearing and appeals shall be the same as for a conditional use permit.~~
- ~~C. Burden of Proof. In addition to the information required in the application, the applicant shall substantiate to the satisfaction of the zoning board and/or commission, the following facts:~~
- ~~1. That the nature of the improvement is such that to require cessation of use would impair the property rights of any person to such an extent as to be an unconstitutional taking of property; and~~
 - ~~2. That such adjustment will not be materially detrimental to the public health or safety, or to the use, enjoyment or valuation of property of other persons located in the vicinity.~~
- ~~D. Findings and Decisions. After a public hearing, the commission shall consider or the zoning board shall consider and recommend to the commission, applications for a nonconforming use and structure review. In making such determination, the commission shall consider the following principles and standards and shall approve such permit where the information submitted by the applicant and/or presented at public hearing substantiates the following findings:~~
- ~~1. That the nature of the improvement is such that to require cessation of use would impair the property rights of any person to such an extent as to be an unconstitutional taking of property; and~~
 - ~~2. That such adjustment will not be materially detrimental to the public health or safety, or to the use, enjoyment or valuation of property of other persons located in the vicinity.~~
- ~~E. Conditions. The commission in approving an application for a nonconforming use and structure review may impose conditions it deems necessary to insure that the approval will be in accord with the findings required. Conditions imposed by the commission may involve any pertinent factors affecting the establishment, operation and maintenance of the use requested, including, but not limited to those specified in Section 17.32.120.~~

~~(Prior zoning ord. § 509.6)~~

**Table 5-1:
Land Uses and Permit Requirements**

Uses	Downtown Districts:						
	BD	CD	TD	CA	CV	GD	NO
Retail/Service:							
Retail Store	P*	P*	P*	P*	C	P*	D* E
Grocery Store/Mini Mart/Neighborhood Market	C	C	C	C	C	C	C
Personal Services	P	P	P	P	P	P	D E
Restaurants/Cafe/Bakery/Deli	P*	P*	P*	P*	P*	P*	D E
Bar/Nightclub/Dance Club	C	C	C	C	C	C	--
Art Gallery	P	P	P	P	P	P	D E
Bank/Credit Union	C	P	C	C	C	C	D-
Automated Teller Machine	P	P	P	P	P	P	D E
Entertainment (theater, live music, karaoke, comedy, etc.)	C	C	C	C	C	C	C
<u>Active Entertainment (virtual reality, escape rooms, etc.)</u>	<u>D*</u>	<u>D*</u>	<u>D*</u>	<u>D*</u>	<u>D*</u>	<u>D*</u>	<u>D*</u>
Similar retail/service use to those permitted above	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>
Office:							
Professional Office	P	P	P	P	P	P	D E
Medical/Dental Office	P	P	P	P	P	P	D E
Similar office use to those permitted above	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>
Lodging:							
Hotel/Bed and Breakfast Rooms	P	P	P	P	P	P	--
Conference/Meeting Room Space	P	P	P	P	P	P	--
Similar lodging use to those permitted above	P	P	P	P	P	P	--
Public/Semi-Public:							
Government Office	P	P	P	P	P	P	D E
Day Care Center	P	P	P	P	C	P	D E
Church/Religious Institution	C	C	C	C	C	C	D E
Post Office	P	P	C	P	P	C	D E
School	C	C	C	C	C	C	D E
Recreation/Museum/Cultural	P	P	P	P	P	P	P
Similar public/semi-public use to those permitted above	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>
Residential:							
Detached Single-Family Unit	--	--	--	--	--	--	D P
Condominium/Apartment/Studio/Loft Units	P	P	P	P	P	P	P
Assisted living facility	C	C	C	C	C	C	--
Home occupation/Artist Studio/Home Office	P	P	P	P	P	P	P
Similar residential use to those permitted above	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>
Prohibited Uses:							
Outdoor storage on private property	--	--	--	--	--	--	--
Manufacturing/warehouse/light or heavy industrial	--	--	--	--	--	--	--
Hospital	--	--	--	--	--	--	--
Gas/service stations	--	--	--	--	--	--	--
Adult only/Sexually-oriented businesses	--	--	--	--	--	--	--
<u>Check Cashing for a Fee/Cash Advance/Bail bonds</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>
<u>Pawn Shop</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>
Key: P Permitted Use C Conditional Use Permit Required <u>D</u> <u>Director's Review Required</u> -- Prohibited Use <u>P/C/D</u> <u>Permitted if similar to permitted uses in the District or Director's Review required if similar to other uses that require a Director's Review in the District or</u> Conditional Use Permit <u>Required</u> if <u>similar to other uses that require a Conditional Use Permit in the District</u> * See text regarding alcohol sales							
BD: Boulevard District	TD: Transit District		CV: Civic Village District				
CD: Commerce District	NO: Neighborhood Office District		CA: Cedar Avenue Arts District				
GD: Gateway District							

OUTDOOR USES

Outdoor dining, merchandise displays, entertainers, temporary sidewalk/parking lot sales, and pushcart vendors may occur within the public sidewalk and on private outdoor spaces with the approval of an Outdoor Use Permit. The Planning Director has the authority to issue an Outdoor Use Permit if the following findings can be made.

- ◆ If located on a public sidewalk, the proposed use will maintain a minimum clear sidewalk path of at least five feet.
- ◆ The proposed use will not interfere with the ability of adjacent businesses, residents, or property owners to enjoy their property.
- ◆ If located on public property, the applicant has agreed to indemnify the City with an indemnification agreement satisfactory to the City Attorney. The applicant has also agreed to maintain liability insurance in the nature and amount satisfactory to the City Manager and City Attorney in order to protect the City from any potential claims that may arise from activity related to the use of public property. The policy shall name the City as an additional insured.
- ◆ The proposed use will not, under the circumstances of this particular case, be detrimental or injurious to property and improvements in the neighborhood, or to the general welfare of the City.

The Planning Director's decision to issue or deny an Outdoor Use Permit may be appealed to the Planning Commission.

NON-CONFORMING USES/BUILDINGS

Within Downtown Lancaster, there are uses and buildings that were lawfully established prior to the adoption of this Specific Plan. Many of these uses and buildings would not be allowed under the terms of this Specific Plan. As such, they are defined as non-conforming uses and buildings. Sections 17.32.830 thru 17.32.880 of the City of Lancaster Zoning Ordinance shall regulate non-conforming uses and buildings within Downtown Lancaster.

Commercial facade enhancements or renovations to legal non-conforming buildings shall be allowed if the enhancement or renovation does not enlarge the square footage of the building and the cost of the facade enhancement or renovation does not exceed 50% of the total replacement cost for the entire building or structure (as determined by the current building valuation guide sheet used by the Department of Building and Engineering Services to ascertain plan check and building permit fees). Projects that involve commercial facade enhancement or renovations to legal non-conforming buildings shall not be required to comply with the Development Specifications on Figure 5-10 through 5-17 since the non-conforming building was developed under different zoning regulations and standards. However, commercial facade enhancements or renovations shall be required to comply with the applicable facade Design Standards and Design Guidelines contained in Section 5-6 of this Specific Plan.

ALCOHOL USES

On-site [alcohol sales](#) and off-site alcohol sales shall require approval of a ~~Conditional Use Permit~~ or a Director's [Review](#) ~~(for alcohol sales in conjunction with a Type 2 license issued by the State Alcoholic Beverage Control)~~ as provided in Chapter 17.42 of the Lancaster Municipal Code. [On-site alcohol sales of beer and wine at a bona-fide restaurant shall require a Director's review.](#) The separation distance requirements as contained in Chapter 17.42 shall not apply within the Downtown Lancaster Specific Plan.

100.050. USE AND PERMIT REQUIREMENTS

TABLE 2

ALLOWABLE LAND USES

LAND USE	ZONE					
	SA	CC	EC	WD	NM	NL
RETAIL/SERVICE						
Art gallery	P	P	P	P	C ¹	N/A
Automotive repair	N/A	D	D	D	N/A	N/A
Automotive sales and services	N/A	C	C	C	N/A	N/A
Bank/credit union	P	P	P	P	C ¹	N/A
Bar/nightclub/dance club ²	N/A	C	C	C	N/A	N/A
Car wash	N/A	C	C	C	N/A	N/A
Entertainment (theater, live music, karaoke, comedy, etc.) ²	D	D	D	D	N/A	N/A
Gas station ²	N/A	D	D	D	N/A	N/A
Grocery store/mini mart/neighborhood market ²	P	P	P	P	C ¹	N/A
Health and fitness services	D	D	D	D	C ¹	N/A
Personal services	P	P	P	P	C ¹	N/A
<i>Tobacco and e-cigarette sales</i>	D	D	D	D	N/A	N/A
<i>Tattoo/body piercing</i>	N/A	D	D	D	N/A	N/A
<i>Pawn shops, thrift stores, and consignment stores</i>	N/A	D	D	D	N/A	N/A
Restaurants/café/bakery/deli ²	P	P	P	P	C ¹	N/A
Retail store	P	P	P	P	C ¹	N/A
OFFICE/PROFESSIONAL						
Professional office	P	P	P	P	C ¹	N/A
Medical/dental office	P	P	P	P	C ¹	N/A
Light industrial uses	N/A	N/A	N/A	P	N/A	N/A
LODGING						
Bed and breakfast ²	D	P	N/A	D	N/A	N/A
Conference/meeting room space	D	P	D	D	N/A	N/A
Hotel/motel*	C	P	N/A	D	N/A	N/A
PUBLIC/SEMI-PUBLIC						
Church/religious institution	C	P	P	D	C	C
Colleges and universities	C	C	C	N/A	N/A	N/A
Community gardens	D	D	D	N/A	D	D
Expansion of parking lot for institutional uses	D	D	D	D	D	D
Government office	P	P	P	P	N/A	N/A
Parking lots as a transitional use	D	D	D	D	N/A	N/A
Post office	P	P	P	P	N/A	N/A
Private school, trade and vocational schools	C	P	P	P	N/A	N/A
Recreation/museum/cultural	D	P	P	P	N/A	N/A

ALLOWABLE LAND USES

TABLE 2

LAND USE	ZONE					
	SA	CC	EC	WD	NM	NL
MIXED-USE						
Home occupation/home artist studio/home office	P	P	N/A	N/A	P	P
Live/Work – residential component	P	P ³	N/A	N/A	D ¹	N/A
Live/Work – commercial component	P	P	N/A	N/A	D ¹	N/A
Mixed-Use – residential component	P	P ³	N/A	N/A	C ¹	N/A
Mixed-Use – commercial component	P	P	P	P	C ¹	N/A
RESIDENTIAL						
Assisted living facility/residential care facility	C	C	N/A	N/A	C	N/A
Caretaker unit	N/A	N/A	D	D	N/A	N/A
Carriage unit (studio) located above detached garage	N/A	N/A	N/A	N/A	P	P
Multi-family: 2, 3, 4 units, multi-family	P ⁴	P ^{3,4}	N/A	N/A	P ⁴	P ⁴
Rooming and boarding houses	C	N/A	N/A	N/A	C	N/A
Single-family house on individual lot	N/A	N/A	P ⁵	P ⁵	P ⁴	P ⁴
Single-room occupancy (SRO)	D	D	N/A	N/A	D	N/A
RESIDENTIAL ACCESSORY USES						
Accessory structures/buildings (gazebos, sheds, etc.)	P	P	N/A	N/A	P	P
Swimming pools and pool equipment	P	P	N/A	N/A	P	P
Accessory dwelling unit	N/A	N/A	N/A	N/A	P	D
Guest house	N/A	N/A	N/A	N/A	P	P
Garage conversion ⁶	N/A	N/A	N/A	N/A	P	P
Day care as residential accessory use	D	D	N/A	N/A	D	D
Daycare Center	D	D	N/A	N/A	D	D
Electric vehicle charging station (EVCS)	P	P	P	P	P	P
Non-commercial solar energy systems, including building and ground-mounted photo-voltaic (PV) panels	P	P	P	P	P	P
Non-commercial wind energy systems (NC-WES)	D	D	D	D	D	D
Vertical-axis wind turbines (VAWTs)	D	D	D	D	D	D

NOTE: Permitted uses for each zone are set forth in **Table 2**. All land uses are as defined in **Section 17.04.240** of the Lancaster Municipal Code.

P = permitted use
D = director's review
C = conditional use permit
N/A = not allowed

¹ Use allowed only along Milling Street between Date Avenue and Fern Avenue and along Beech Avenue between Oldfield Avenue and Avenue J.

² Alcohol uses require a conditional use permit

³ Use allowed only on an upper floor, or behind a groundfloor street-fronting use.

⁴ Limited to Building Types permitted in each Zone – see **Section 100.070**.

⁵ Existing residential may continue to be used as a permitted use provided that such uses not be expanded by a cumulative total of more than 500 square feet of floor area.

TABLE 2

ALLOWABLE LAND USES

LAND USE	ZONE					
	SA	CC	EC	WD	NM	NL
TEMPORARY USES						
Temporary agriculture on vacant parcel (Urban Farm)	C	C	C	C	N/A	N/A
Temporary mobilehome as residence during construction	N/A	N/A	N/A	N/A	N/A	D
Cargo containers	D	D	D	D	D	D
OTHER USES						
Automated banking, movie rental, food vending machines	P	P	P	P	N/A	N/A
Christmas tree lots	D	D	D	D	N/A	N/A
Front Yard Agriculture	N/A	N/A	N/A	N/A	D	D
Mini-storage	N/A	N/A	N/A	P	N/A	N/A
Outdoor sales and promotional activities	D	D	D	D	N/A	N/A
Outdoor storage on private property	N/A	N/A	N/A	P	N/A	N/A
Research and Development	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>D</u>	<u>N/A</u>
Wireless telecommunications facilities (stealth)	D	D	D	D	N/A	N/A
Converted cargo container	D	D	D	D	N/A	N/A
Similar uses to those permitted above as determined by the Director	<u>P/D/C</u>	<u>P/D/C</u>	<u>P/D/C</u>	<u>P/D/C</u>	<u>P/D/C</u>	<u>P/D/C</u>
PROHIBITED USES						
Adult only/sexually-oriented businesses						
Check cashing/payday loans/bail bonds						
Manufacturing/heavy industrial						

NOTE: Permitted uses for each zone are set forth in **Table 2**. All land uses are as defined in **Section 17.04.240** of the Lancaster Municipal Code.

P = permitted use
D = director’s review
C = conditional use permit
N/A = not allowed

¹ Use allowed only along Milling Street between Date Avenue and Fern Avenue and along Beech Avenue between Oldfield Avenue and Avenue J.

² Alcohol uses require a conditional use permit

³ Use allowed only on an upper floor, or behind a groundfloor street-fronting use.

⁴ Limited to Building Types permitted in each Zone – see **Section 100.070**.

⁵ Existing residential may continue to be used as a permitted use provided that such uses not be expanded by a cumulative total of more than 500 square feet of floor area.

⁶ Relocated parking spaces for garage conversions must be located at rear of property per Section 100.060 and accessed from an alley.

Exhibit B-

17.04.240 - Definitions.

Unless otherwise provided in this title, the definitions established in this section shall apply wherever such terms are used in this title, whether or not such terms are capitalized. Note: Definitions which are found in Title 16 also apply to the same terms as they are used within this title.

"Accessory building or structure" means a detached subordinate building or structure, the use of which is customarily incidental to that of the main building or to the main use of the land, and which is located in the same or a less restrictive zone and on the same lot or parcel of land with the main building or use.

"Accessory use" means a use customarily incidental to, related and clearly subordinate to a principal use established on the same lot or parcel of land, which accessory use does not alter said principal use nor serve property other than the lot or parcel of land on which the principal use is located.

"Adjacent" means 2 or more lots or parcels of land separated only by an alley, street, highway or recorded easement, or 2 or more objects that lie near or close to each other.

"Adjoining" means 2 or more lots or parcels of land sharing a common boundary line, or 2 or more objects in contact with each other. Lots or parcels of land which touch at corners only shall not be deemed adjoining. "Abut" or "abutting" and "contiguous" mean the same as adjoining.

"Adult" means a person who is 18 years of age or older.

"Affordability" means the economic feasibility to construct lower-income housing in the proposed development.

"Affordable housing" means housing as defined in Section 65589.5(h)(2) of the Health and Safety Code.

"Aircraft" means any contrivance, now known or hereafter invented, for use or designed for navigation of or flight in the air.

"Airport" means any area of land or water which is used or intended to be used for the landing and taking off of aircraft and any appurtenant areas used or intended to be used for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon. Airport includes heliport, helistop and landing strip.

"Alternative fuel" means biological materials, coal-derived liquids, electricity, ethanol, hydrogen, methanol, natural gas, propane and any other fuel that the Secretary of Energy finds to be substantially not petroleum and which would yield substantial energy security benefits and substantial environmental benefits. Reformulated gasoline or other fuel derived from crude oil is not considered an alternative fuel. (From Federal Energy Policy Act of 1992).

"Alternative fuel vehicle" means motor vehicles that run on fuels other than petroleum-based fuels. As defined by the National Energy Policy Act (EPACT), this excludes reformulated gasoline as an alternative fuel.

"Amphitheater" means unroofed or partially enclosed building or structure used for public assembly and/or entertainment including sports events, theatrical performances, concerts and recitals, circuses, stock shows and conventions. "Amphitheater" shall include stadium, sports arena and outdoor theater, but shall not include an entertainment park or its accessory buildings or structures.

Apartment, Bachelor. "Bachelor Apartment" means a dwelling unit in an apartment house, that combines sleeping, living, cooking and dining facilities into one habitable room. "Light housekeeping room" shall mean the same as bachelor apartment.

Apartment, Efficiency. "Efficiency apartment" means a dwelling unit in an apartment house, that combines sleeping, living, cooking and dining facilities into 2 habitable rooms, one of which shall be a kitchen. "Single apartment" and "efficiency living unit" mean the same as efficiency apartment.

Apartment, One-Bedroom. "One-bedroom apartment" means a dwelling unit in an apartment house, that contains a maximum of 3 habitable rooms, one of which shall be a kitchen.

Apartment, Two or More Bedroom. "Two or more bedroom apartment" means a dwelling unit in an apartment house that contains more than 3 habitable rooms.

Area, Net. "Net area" means the total area within the lot lines of a lot or parcel of land after public street easements or other areas to be dedicated or reserved for public uses are deducted from such lot or parcel. Does not include trails easement, or landscape easement for lots of less than 7,000 square feet.

"Automobile dismantling yard" means any premises used for the dismantling or wrecking of motor vehicles and trailers required to be registered under the Vehicle Code of the state of California including the buying, selling or dealing in such vehicles or integral parts or component materials thereof, and the storage, sale or dumping of dismantled, partially dismantled or wrecked inoperative vehicles and trailers.

Automobile dismantling shall not include the incidental storage of inoperative or disabled vehicles in connection with the legal operation of an automobile repair garage or automobile body and fender repair shop.

"Automobile impound yard" means any premises used for the temporary storage of vehicles which have been legally removed or impounded at the direction of a peace officer or by judicial order from public or private property as prescribed by law.

"Automobile parking space," as used in this title, means any permanently maintained space on the same lot or parcel of land as is located the structure it is designed to serve, so located and arranged as to permit the storage of, and be readily accessible under its own power to, a passenger automobile of average size. "Automobile storage space" means automobile parking space.

"Automobile repair" means general repair including but not limited to replacement of parts, engine and transmission rebuilding, electronic diagnosis, brakes and alignment, muffler and exhaust replacement, radiator repair or replacement, reconditioning and restoration; maintenance including tune up, oil change, and lubrication; damage repair including but not limited to body work, frame repair, upholstery and painting.

"Automobile service station" means uses where the primary business is the sale of motor vehicle fuels (including but not limited to alternative fuels such as compressed natural gas (CNG), liquified petroleum gas (LPG), and electric recharging stations), lubricants and other refined petroleum products, and automobile accessories such as tires, batteries, windshield wiper blades and other incidental auto parts, and may also offer minor automobile repair services, but not convenience items such as food or drink other than from vending machines.

"Basement" means that portion of a building between floor and ceiling, which is partly below and partly above grade (as defined in this section), but so located that the vertical distance from grade to the floor below is less than the vertical distance from grade to ceiling.

Biosolid Material. "Biosolid material" shall have the same meaning as "Sludge."

"Borrow pit" means the same as quarry.

"Buildable area" means that portion of the lot remaining after deducting all required setbacks from the lot when considered in conjunction with maximum lot coverage.

"Building" means any structure having a roof supported by columns or by walls and intended for the shelter, housing or enclosure of persons, animals, chattels or property of any kind.

"Building and safety official" means the building and safety official of the city.

Building, Enclosed. "Enclosed building" means a building enclosed on all sides.

"Campground" means a lot or parcel of land designed or used for tent camping including picnic areas, but excluding any structures for permanent human occupancy.

"Caretaker" means:

1. A person employed by and residing on the premises of an employer; or
2. The owner of any commercial/industrial enterprise or a member of his immediate family who assumes the primary responsibility for the necessary repair, maintenance, supervision or security of the real or personal property of the employer or owner which is located on the same or contiguous lots or parcels of land.

"Cargo container" means and includes, without limitation, a pre-manufactured, assembled reusable structure, typically made of metal but which can be made of other materials, that is delivered to a property in the city for use by an owner, occupant or licensed contractor as storage for construction materials and equipment, household items or other personal property. "Cargo container" includes, without limitation, vessels designed for packing, shipping or transportation of freight, articles, goods or commodities, and includes containers that are designed for and capable of being moved by railcar, motor vehicle, or ship. "Cargo container" does not include a storage shed or other structure that is or may be assembled at a property.

"Cellar" means that portion of a building between floor and ceiling which is wholly or partly below grade (as defined in this section) and so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling.

Centerline. Where reference is made to the centerline of any parkway, major or secondary highway, such centerline is deemed to be the centerline established by the county engineer for any proposed or dedicated public way which, in whole or in part, is included in any such parkway, major or secondary highway. Said established centerlines are those shown on a series of maps entitled "County Surveyor's Maps" or "County Surveyor's Filed Maps" on file in the office of the county engineer, except that, where two or more such centerlines are shown on any map in said series of maps, the centerline labeled "Proposed Centerline" is deemed to be the centerline of the parkway, major or secondary highway.

"Chapter" means a chapter of this title unless some other ordinance or statute is mentioned.

"City" means the city of Lancaster.

"City engineer" means the city engineer of the city. The functions of the city engineer may be performed by the Director of Development Services.

"Clean fuel vehicle" shall have the same meaning as stated in division 1 of the Motor Vehicle Code of California.

Co-located Facilities. "Co-located facilities" means wireless telecommunication devices that are attached to existing telecommunication towers or other existing structures such as light standards and power poles.

"Commercial coach" means a structure transportable in one or more sections, designed and equipped for human occupancy for industrial, professional or commercial purposes, which is required to be moved under permit and shall include a trailer coach as defined in Section 18001.8 of the Health and Safety Code.

"Commercial parking lot or building" means a parking area or structure established or operated as a business, providing off-street parking for a fee or charge.

"Commission" means the planning commission of the city of Lancaster.

"Communication equipment building" means a building housing operating electrical and mechanical equipment necessary for the conducting of a public utility communications business, with or without personnel.

"Community care facility" means any State licensed facility, place, or building that is maintained and operated to provide nonmedical residential care, day treatment, adult day care, or foster family agency services for children, adults, or children and adults, including, but not limited to, the physically, handicapped, mentally impaired, incompetent persons, and abused or neglected children and includes those types of facilities defined in section 1502 of the State Health and Safety Code.

"Consignment store" means a store which, for a mutually agreed upon method of compensation, accepts new or used merchandise to sell on behalf of the owner.

"Dairy" means any place or premises upon which milk is produced for sale or other distribution and where 3 or more cows or 7 or more goats are in lactation.

"Day care center" means any child day care facility other than a family home, and includes infant centers, preschools, and extended day care facilities as defined in Section 1596.76 of the Health and Safety Code.

"Density bonus" means an increased density of at least 25% over the maximum authorized density of the zone which is granted to a developer or property owner of a housing project agreeing to construct a prescribed percentage of lower-income units as defined by the California Government Code Section 65915 et seq.

"Detached living quarters" means living quarters within a detached accessory building located on the same premises as the main building, for use by temporary guests of the occupants of the premises. Such accessory building shall have no plumbing or plumbing facilities of any kind except for space heating, or air conditioning, or both and except in or for the purpose of supplying water to, or disposing of wastes from, a toilet or bathroom.

"Director" means the Director of Development Services of the City of Lancaster or duly authorized representative(s).

"Domestic animal" means an animal which is commonly maintained in residence with man.

"Duplex" means a building designed or used for residential purposes and containing 2 dwelling units.

"Dwelling unit" or "(DU)" means one or more habitable rooms in a building, portion of a building or mobilehome which is designed, intended to be used, or used for occupancy by one family with facilities for living, sleeping, cooking, eating and sanitation, which are legally constructed, placed or installed in accordance with all applicable provisions contained within this code including, but not limited to, the

city building, plumbing, electrical and fire codes. Dwelling unit shall also include any room which contains either a kitchen, kitchenette, cooking facilities or cooking appliance. (See definition of "guest room.")

"Earth station" means structures comprising one or more large parabolic reflectors which may be mounted on a circular control building and all appurtenant equipment necessary for the receiving, amplifying or transmitting of microwave signals in connection with a public utility communication route or system employing such earth stations and satellites in space.

"Electric distribution substation" means an assembly of equipment which is part of a system for the distribution of electric power where electric energy is received at a subtransmission voltage and transformed to a lower voltage for distribution for general consumer use.

"Electric transmission substation" means an assembly of equipment which is part of a system for the transmission of electric power where electric energy is received at a very high voltage from its source of generation by means of a network of high voltage lines and where, by means of transformers, said high voltage is transformed to a lower sub-transmission voltage for purposes of supplying electric power to large individual consumers, interchange connections with other power producing agencies or electric distribution substations for transformation to still lower voltage for distribution to smaller individual users.

"Electric vehicle (EV)" means an automotive-type vehicle for highway use, such as passenger automobiles, buses, trucks, vans and the like, primarily powered by an electric motor that draws current from a rechargeable storage battery, fuel cell, photovoltaic array or other source of electrical current. For the purpose of this title, electric motorcycles and similar type vehicles and off-road self-propelled electric vehicles such as industrial trucks, hoists, lifts, transports, golf carts, airline ground support equipment, tractors, boats, and the like are not included within the definition of electric vehicle. If any significant difference, as determined by the Director, exists between this definition and the definition of electric vehicle as stated in the National Electrical Code, then the definition as stated in the National Electrical Code shall apply.

"Electric vehicle charging station (EVCS)" means a location, either within a building or out-of-doors, which is properly and legally equipped with an electric vehicle connector and at which an electric vehicle may park, connect and charge its electrical storage system.

"Electric vehicle supply equipment" means the conductors, including the ungrounded, grounded and equipment grounding conductors, the electric vehicle conductors, attachment plugs, and all other fittings, devices, power outlets or apparatuses installed specifically for the purpose of delivering energy from the premises wiring to the electric vehicle. If any significant difference, as determined by the Director, exists between this definition and the definition of electric vehicle supply equipment as stated in the National Electrical Code, then the definition as stated in the National Electrical Code shall apply.

"Emergency shelter," as defined in health and safety code 50801(e), means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

"Entertainment park" means an entertainment or amusement complex developed as a regional visitor tourist attraction and organized around a central theme such as amusement rides and attractions, tours or exhibitions, including all related accessory uses, buildings and structures designed and operated for patron participation and pleasure in conjunction therewith.

"Equivalent financial value" means the cost to the developer/property owner based on the land cost per dwelling unit. This is determined by the difference in the value of land with and without the density bonus.

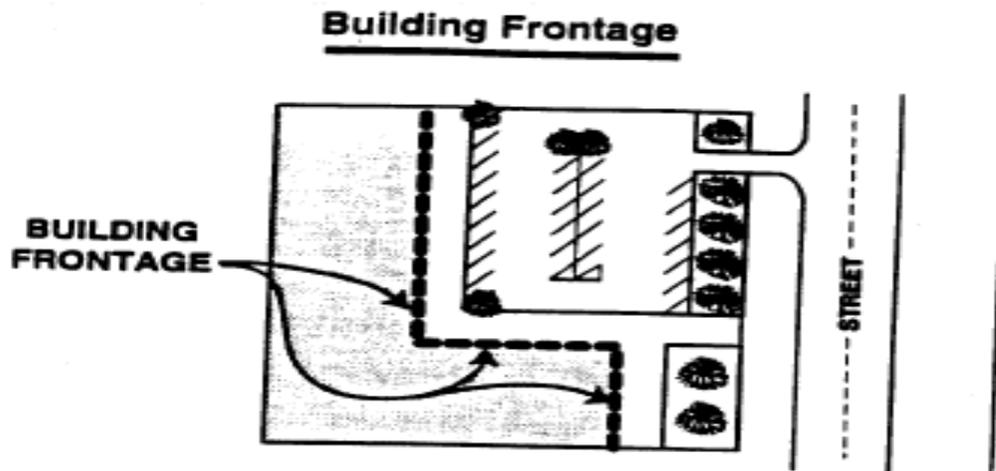
"Family" means an individual or two more persons living in a single dwelling unit. "Family" also mean the persons living together a residential facility, including transitional and supportive housing.

"Family day care home" means a home which provides care, protection and supervision of 12 or fewer children, in the provider's own home, for periods of less than 24 hours a day, while the parents or guardians are away, as defined in Section 1596.78 of the Health and Safety Code and includes the following:

1. "Large family day care home" means a home which provides family day care to 7 to 12 children, inclusive, including children under the age of 10 years who reside at home.
2. "Small family day care home" means a home which provides family day care to 6 or fewer children, including children under the age of 10 years who reside at the home.

"Floor area ratio" means the numerical value obtained through dividing the aboveground gross floor area of a building or buildings located on a lot or parcel of land by the total area of such lot or parcel of land.

Frontage, Building. "Building frontage" means that exterior building wall of a ground floor business establishment on the side or sides of the building fronting and/or oriented toward a public street, highway or parkway. Building frontage shall be measured continuously along said building wall for the entire length of the business establishment, including any portion thereof which is other than parallel to the remainder of the wall.



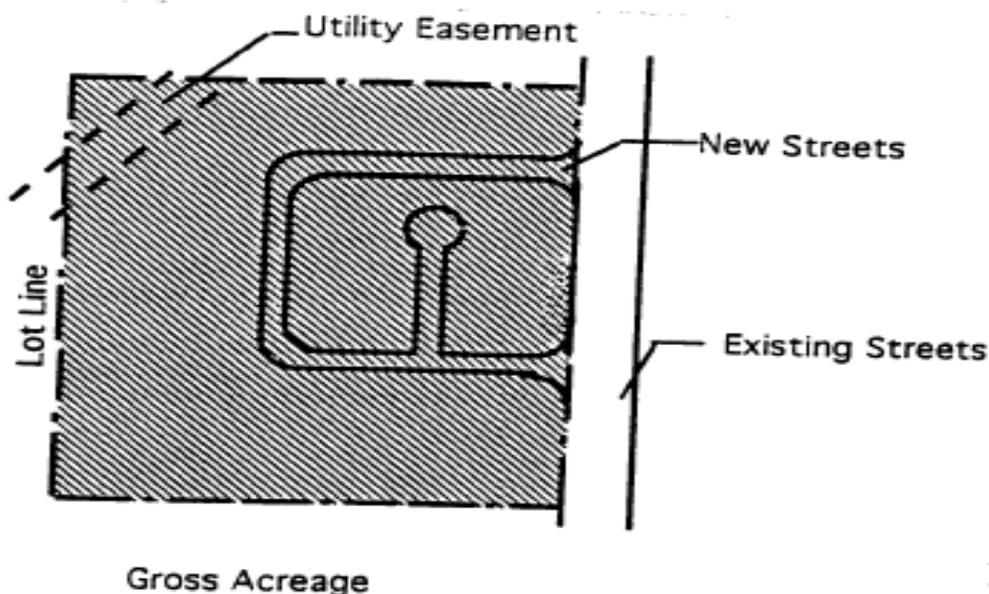
Frontage, Street or Highway. "Street or highway frontage" means that portion of a lot or parcel of land which borders a public street, highway or parkway. Street or highway frontage shall be measured along the common lot line separating said lot or parcel of land from the public street, highway or parkway.

Garage, Residential. "Residential garage" means an enclosed building, or portion thereof, used for the storage of motor vehicles owned or operated by residents, and for storage and other uses related to normal household purposes.

"General plan" means the adopted general plan of the city and all subsequent amendments thereto.

"Grade" (ground level) is the average of the finished ground level at the center of all walls of a building. In case walls are parallel to and within five feet of sidewalks, the above ground level shall be measured at the sidewalks.

"Gross acreage" means the total area within the boundary lines of a lot or parcel of land before public streets, easements, or other areas to be dedicated or reserved for public uses are deducted from such lot or parcel, and does not include adjacent lands already dedicated for such purposes.



"Gross floor area" means the total horizontal area of all the floors of a building enclosed within the surrounding walls, exclusive of areas within a building designed and used for the parking of vehicles.

"Guest house" means living facilities having no kitchen or cooking facilities, located on the same premises with the main building, which is provided for the sole use of family members, temporary guests, or persons permanently employed on the premises. The guest house shall be either attached or detached with a separate entrance and the floor area is limited to 500 square feet. The structure shall comply with all yard, coverage and other provisions of the title for the main dwelling unit and may not be rented. (See definition for "detached living quarters.")

"Guest ranch" means any property operated as a ranch which offers guest rooms for rent or hire and which has outdoor recreational facilities such as horseback riding, swimming or hiking.

"Guest room" means one habitable room with facilities for sleeping and sanitation which does not contain a kitchen, kitchenette, cooking facilities or cooking appliance(s) (the term "cooking appliance"

does not include coffee pots or refrigerators) and is designed, intended to be used, or used as temporary sleeping accommodations for any person.

"Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment; or as this definition is hereafter amended by the state of California.

"Health facility" means a facility, place, or building that is organized, maintained, and operated for the diagnosis, care, prevention, and treatment of human illness, physical or mental, including convalescence and rehabilitation and including care during and after pregnancy, or for any one or more of these purposes, for one or more persons, to which the persons are admitted for a 24-hour stay or longer, and include those facilities types defined in 1250 of the Health and Safety Code.

"Health retreat" means any use providing a preventive and rehabilitative health care program on a live-in basis and offering dietary education and control as well as physical therapy including gymnasium and other exercise equipment, solariums, yoga, swimming and outdoor recreational activities. "Health retreat" shall not include hospital, medical office or clinic or nudist camp.

"Heavy equipment" means bulldozers, graders, tractors, plows, cultivators, and similar earthmoving or farming vehicles and tools, and trucks designed to pull detachable trailers and the trailers they pull.

"Heavy equipment training school" means a lot or parcel of land used to train operators in the use of earth-moving and construction equipment including motor graders, bulldozers, rollers, earth-movers, cable and hydraulic shovels, front loaders, drilling equipment, pile drivers, standing and truck cranes, fork lifts, welders and similar equipment.

"Height" means the vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitch or hip roof. In calculating the height, roof structures which comply with the provisions of Chapter 36 of the Building Code, Ordinance No. 2225, shall not be considered.

"Heliport" means any helicopter landing area used, designed or intended to be used for the receiving or discharging of passengers and cargo and shall include any appurtenant facilities for passengers, cargo, or for the servicing, repair, shelter or storage of helicopters.

"Helistop" means any helicopter landing area used, designed or intended to be used for the receiving or discharging of passengers and cargo but shall not include other appurtenant facilities permitted at a heliport other than a shelter for passengers.

"Highway line" means the ultimate right-of-way established for a regional, primary, secondary, or other arterial street or any other street by the general plan, by this title, or by Title 16 of this code. Such line is coterminous with the lot line on property adjoining a fully widened arterial or other street.

"Hog ranch" means any premises where 3 or more weaned hogs are maintained.

"Home occupation" means a use conducted for monetary gain within the boundaries of one's property, which use is incidental and secondary to the use of the property for residential purposes, and does not change the residential character or appearance of the dwelling, or adversely affect the uses permitted in the residential zone. These provisions do not apply to uses which are permitted as a matter of course within residential zones.

"Hospital" means any institution, place, building or agency licensed by the Departments of Public Health or Mental Hygiene of the state of California, which maintains and operates organized facilities for the diagnosis, care and treatment of human illness, including care during and after pregnancy. Hospital includes sanitarium, sanatorium, maternity home and convalescent hospital.

Hospital, Small Animal. "Small animal hospital" means any facility providing medical or surgical treatment, clipping, bathing, or other services, including incidental boarding to dogs, cats and other small animals.

"Hotel" means any building containing 6 or more completely furnished guest rooms or dwelling units, the majority of which have an entrance directly from an inside corridor, with automobile parking spaces provided on the lot or parcel of land for such guest rooms or dwelling units as required therefor, and such guest rooms or dwelling units are designed, intended to be used, or used for temporary sleeping purposes by registered guests. No hotel shall be allowed to have more than 40% of its total gross floor area devoted to dwelling units. (See definition of "dwelling unit.")

Household Appliance, Large. "Large household appliance" means a tool or machine designed for a particular household use, which is operated by gas or electricity. A large household appliance includes stoves, furnaces, refrigerators, washers, dryers, and similar devices of like size.

"Junk and salvage" means old, secondhand or scrap ferrous and nonferrous metals, paper and paper products including roofing and tar paper, cloth and clothing, wood and wood products, manufactured rubber products, rope, manufactured plastic products, paint, manufactured clay and porcelain products, trash, and similar materials, and shall include dismantled machinery, equipment and parts. Junk and salvage shall also include the baling of cardboard boxes, paper and paper cartons.

"Junk and salvage yard" means any premises, establishment or place of business which is maintained, operated or used for storing, keeping, buying, selling or dismantling of junk and salvage.

"Kitchen" means any room, all or part of which is designed and used for the storage, refrigeration, cooking and preparation of food.

"Land reclamation project" means a project established to restore otherwise unsuitable land to useful purposes through the use of fill materials such as rubbish, waste, excluding sludge or biosolid materials, soil and other unwanted materials. "Land reclamation project" shall include a dump or waste disposal facility.

"Landscape maintenance" means the regular, periodic care that is necessary to keep landscaped areas active and healthy and shall include but not be limited to weed and trash removal, cultivation, irrigation, fertilizing, pruning and replacement of damaged, dying or dead plants with the approved species.

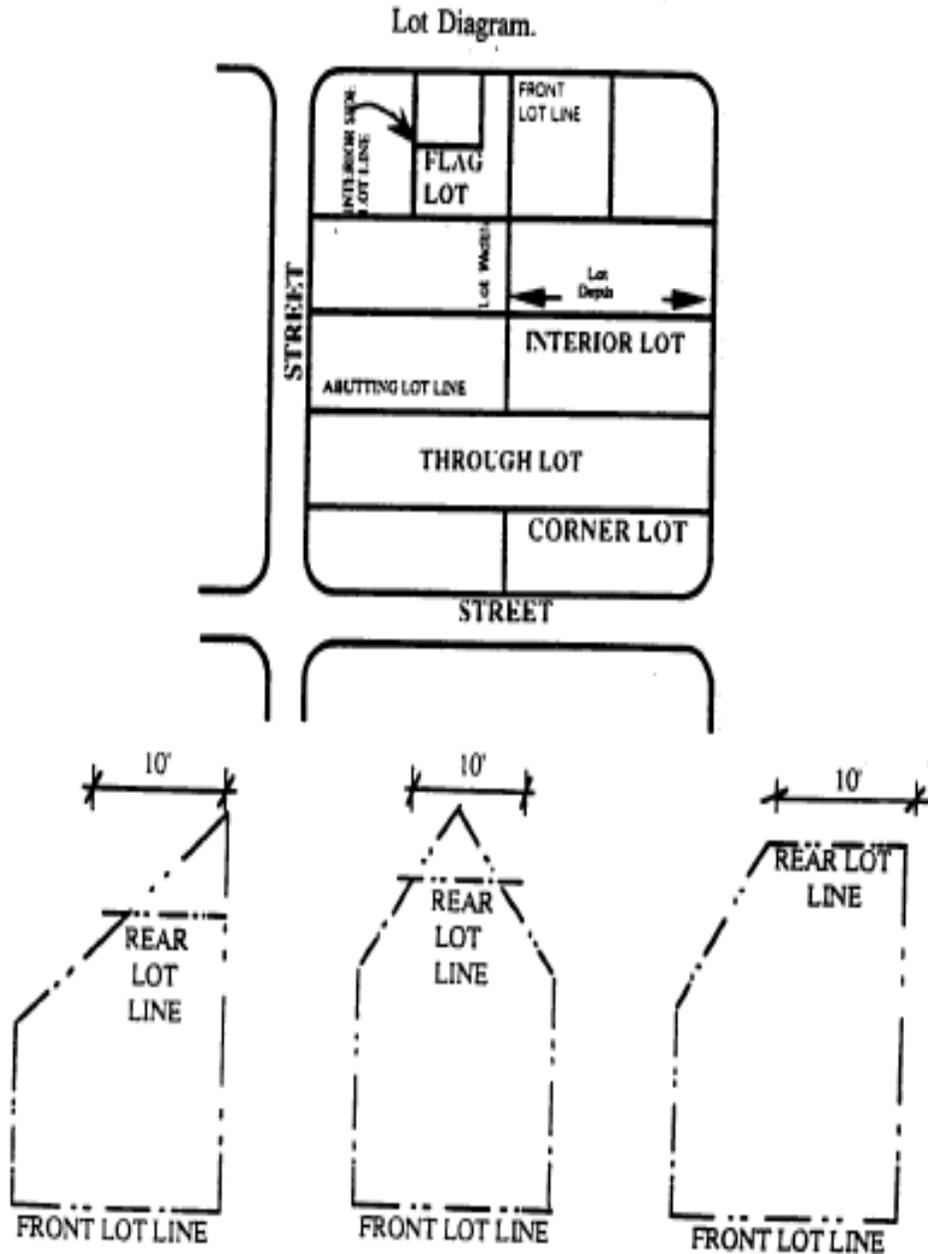
"Landscaping" means the preparation of the ground and the subsequent planting of trees, shrubs, vines, ground cover, flowers, or lawns singly or in combination with each other. In addition, the combination or design may include natural features such as rock or stone and structural features including but not limited to fountains, sculpture, walls, fences, and street furniture.

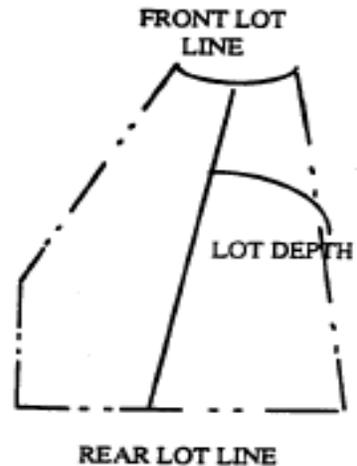
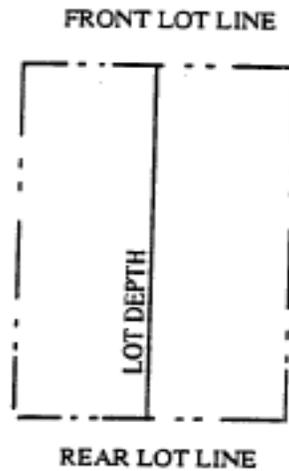
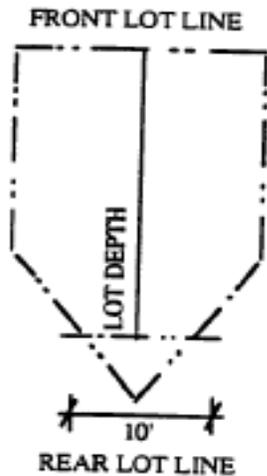
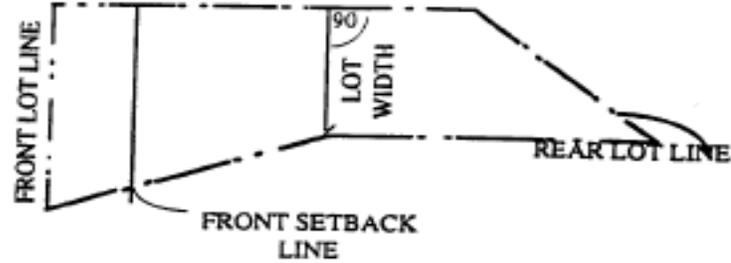
"Lodger" means a person who occupies a rented room in the house of another.

Lot, Corner. "Corner lot" means a lot or parcel of land situated at the intersection of two or more parkways, highways or streets, which parkways, highways or streets have an angle of intersection measured within said lot or parcel of land of not more than 135 degrees.

"Lot coverage" means the total horizontal area of a lot, parcel or building site covered by any building which extends more than 3 feet above the surface of the ground and including any covered vehicular parking spaces.

"Lot depth" means the horizontal distance from the highway line to the rear lot line of the lot or parcel of land, measured from the midpoint of the highway line, where it fronts the lot, to the midpoint of the rear lot line. (See also the definition of "highway line.")





Lot, Flag. "Flag lot" means a lot or parcel of land taking access by a strip, the owner of which lot or parcel of land has fee simple title to said strip extending from the main portion of the lot or parcel of land to the adjoining parkway, highway or street.

Lot, Interior. "Interior lot" means a lot or parcel of land other than a corner or flag lot.

"Lot line" means a boundary line of a lot or of a parcel of land.

Lot Line, Front. "Front lot line" means a line separating the front yard from the parkway, highway or street upon which the yard fronts or, in the case of a flag lot where the front yard is oriented toward an adjoining lot, the line separating such front yard from said adjoining lot.

Lot Line, Rear. "Rear lot line" means a lot line which is opposite and most distant from the front lot line. For a triangular or gore-shaped lot, the rear lot line shall mean a line 10 feet in length within the lot which is parallel to the front lot line, or parallel to the chord of a curved front lot line, and at the maximum distance from the front lot line.

Lot Line, Side. "Side lot line" means any lot boundary line which is not a front lot line or a rear lot line.

Lot, Through. A "through lot" means a lot having frontage on two parallel or approximately parallel parkways, highways and/or streets.

"Lot width" means the horizontal distance between side lot lines as measured at a right angle from the midpoint of a straight line drawn in accordance with the definition of "lot depth."

"Low and very low income households" means income limits published by the State Department of Housing and Community Development. This definition applies to both for-rent and for-sale housing.

"Major highway" means a major highway or primary arterial designated on the circulation element of the general plan.

"Major wireless telecommunication facilities" means self-supporting, ground mounted facilities that exceed the maximum allowable height in the zone in which they are located. These facilities require Federal Communications Commission and Federal Aviation Administration review. The design of these structures shall best match the background color scheme as seen from the primary roadways adjacent to the site. Ground mounted cabinetry shall complement the adjacent buildings in color and material treatment. Typical major wireless telecommunication facilities include paging and data transfer services or personal communication services (PCS), and cellular telephone towers.

"May" is permissive.

"Microwave station" means a building housing equipment necessary for the receiving, amplifying or transmitting of microwave signals, including necessary antenna systems, along a communications route or system which employs microwave frequencies assigned by the Federal Communications Commission.

"Ministorage warehouse" means a warehouse and associated office and/or residence designed and intended to serve the storage needs of a variety of users from individuals to businesses on a rental basis.

"Mini wireless telecommunication facilities" means accessory structures attached to roof tops or buildings as an accessory or complementary use to the primary land use on the site. These structures do not exceed 10% of the height of the buildings on which they are mounted and must be fully enclosed or designed in a way that is consistent with the architectural design of the buildings on-site. Typical uses of mini wireless telecommunication facilities include building to building communications, local dispatch facilities, and small satellite communications facilities.

"Minor wireless telecommunication facilities" means freestanding structures essential to the primary use of the property and which do not exceed the height limit in the zone in which they are located. The structure can be roof or building mounted or solely ground mounted and be consistent with the design of the existing buildings on-site. Typical minor wireless telecommunication facilities include radio and television towers, regional dispatch facilities, and larger satellite communications facilities.

"Mixed use development" means the development of two or more land uses including, but not limited to a combination of residential, commercial or industrial uses on a single parcel of land or in a physically integrated group of structures.

"Mobilehome" means either of the following:

1. A structure transportable under permit in one or more sections, designed and equipped to contain not more than two dwelling units to be used with or without a foundation system; or
2. A structure transportable under permit in one or more sections, designed to be used with a foundation system for any of the following purposes:
 - a. Three or more dwelling units, as defined in Section 18003.3 of the Health and Safety Code,
 - b. A dormitory. A dormitory shall mean a room or rooms inhabited for the purposes of temporary residence by two or more persons,
 - c. A residential hotel, as defined in Section 50519 of the Health and Safety Code,

d. Efficiency units, as defined in Section 17958.1 of the Health and Safety Code.

Mobilehome does not include a recreational vehicle, commercial coach, or factory-built housing as defined in Section 19971 of the Health and Safety Code. The handicap accessibility and adaptability requirements of Title 24 of the California Code of Regulations applicable to dormitories, hotels and apartment houses shall be applicable to mobilehomes constructed for those purposes.

"Mobilehome lot" means a lot created through the approval of a mobilehome subdivision by the city.

"Mobilehome park" means any area or tract of land where two or more mobilehome spaces are rented or leased or held out for rent or lease to accommodate manufactured homes or mobilehomes used for human habitation as defined in Section 18211 of the Health and Safety Code.

"Mobilehome space" means an area of land within a mobilehome park designed for the accommodation of one mobilehome which is rented or leased by the owner or occupant of a mobilehome for placing a mobilehome thereon for residential purposes.

"Mobilehome subdivision" means the division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units into lots, for the purpose of sale of such lots, for use as individually owned sites for the installation of mobilehomes on foundation systems.

"Mobile recycling unit" means an automobile, truck, trailer or van, licensed by the department of motor vehicles which is used for the collection of recyclable materials. A mobile recycling unit also means the bins, boxes or containers transported by trucks, vans or trailers, and used for the collection of recyclable materials.

"Model home" means a dwelling unit which is constructed upon a proposed or recorded lot in a subdivision for which a tentative map has been approved or a final map recorded, and which is intended to be temporarily utilized as an example of a dwelling unit which has been, or is proposed to be, built in the same or similar subdivision or within a three mile city radius of the approval location. The number of model homes in a subdivision shall not exceed the number of separate and distinct floor plans offered by the developer. (A reverse or mirror image of an offered floor plan shall not be considered as a separate floor plan.)

"Model studio" means:

1. Any premises on which there is conducted the business of furnishing figure models who pose for the purpose of being observed or viewed by any person or of being sketched, painted, drawn, sculptured, photographed, or otherwise similarly depicted for persons who pay a fee or other consideration or compensation or a gratuity for the right or opportunity so to depict the figure model, or for admission to or for permission to remain upon or as a condition of remaining upon the premises; and/or
2. Any premises where there is conducted the business of furnishing or providing or procuring for a fee or other consideration or compensation or gratuity, figure models to be observed or viewed by any persons or to be sketched, painted, drawn, sculptured, photographed, or otherwise similarly depicted.

"Motel" means a single building or group of attached or detached buildings containing completely furnished guest rooms or dwelling units, the majority of which have a separate entrance directly from outside the building, with conveniently located automobile parking spaces provided on the lot or parcel of land for such rooms or dwelling units as required therefor, which are designed, intended to be used, or used wholly or in part for the accommodation of registered guests who are primarily transient

automobile travelers. No motel shall be allowed to have more than 40% of its total gross floor area devoted to dwelling units. "Motel" shall also include auto courts, motor lodges and tourist courts. (See definition of "dwelling unit.")

"Multiple-family project" means a building, or a portion of a building designed or used for occupancy by three or more families, living independently of each other and containing three or more dwelling units.

"Nightclub" means a place of entertainment, typically open at night, usually serving food and/or alcoholic beverages, which may have a floor show and/or offer live or recorded entertainment or music and/or space for dancing. A use that contains these operational characteristics shall be deemed a nightclub even if alcoholic beverages are not served.

"Nonconforming building or structure" means, unless otherwise specified by this title, any building or structure that was lawfully established and in compliance with all applicable ordinances and laws at the time this title or any amendment thereto became effective, but which, due to the application of this title or any amendment thereto, no longer complies with all the applicable regulations and standards of development in the zone in which it is located.

"Nonconforming use" means any use of land or property that was lawfully established and in compliance with all applicable ordinances and laws at the time this title or any amendment thereto became effective, but which due to the application of this title or any amendment thereto, no longer complies with all of the applicable regulations and standards of the zone in which it is located.

"Nudist camp" means any place where three or more persons not all members of the same family congregate, assemble, associate or engage in any activity while without clothing or covering or with partial clothing or covering but with any pubic area or any portion of the crease of the buttocks exposed in the presence of others or of each other, other than an occasional gathering in, or on the premises of a private home. Nudist camp includes growth center.

"Nuisance" means everything that endangers life, the public health, safety and welfare, gives offense to the senses, violates the laws of decency, or obstructs the reasonable and comfortable use of property by the owner or the occupant.

"Oath" means and includes affirmation.

"Open space" means space upon the land which is unoccupied by buildings, driveways and parking areas.

Open Space, Private. "Private open space" means open space which is intended for the exclusive use of the owner or tenant of a dwelling unit, which abuts said dwelling unit and is bounded by a wall, fence or landscaping on at least two sides, and may include a patio or balcony (covered or uncovered).

Open Space, Public. "Public open space" means open space which is available for use by the public at large.

Open Space, Usable Common. "Usable common open space" means open space which is available for use by all residents of the development and which is landscaped with lawns, trees and shrubs, and may contain paved walkways, patios, swimming pools, and similar improvements. Such open space shall have no dimension thereof less than 10 feet and area thereof not less than 200 square feet. All usable common open space shall be exclusive of required yards.

"Ordinance" means an ordinance of the city of Lancaster.

"Outdoor festival" means any music festival, dance festival, rock festival or similar musical activity to which both of the following apply:

1. Attendance by more than 500 persons is desired or may reasonably be expected; and
2. The festival will be held at any place other than in a permanent building or permanent installation which has been constructed for the purpose of or is so constructed that it can be used for conducting such activities.

It is immaterial whether music will be provided by paid or professional, or amateur performers or by prerecorded means; or whether admission is to be charged.

"Outside display" means the placement of goods, equipment, merchandise or exhibits at a location visible to the public view, other than within a building.

"Outside storage" means the storage of goods, equipment or materials outside of a building for any purpose other than outside display.

"Parcel of land" means a contiguous quantity of land, owned by, or recorded as the property of the same claimant or person, or in the possession of the same claimant or person pursuant to a recorded lease with a term of not less than 20 years.

"Pawnshop" means an establishment where a pawnbroker loans money on the security of personal property which is pledged in his keeping.

"Person" means any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, syndicate, county, city and county, municipality, district or other political subdivision, or any other group or combination acting as a unit.

"Pest control operator" means a person who engages in the business of eradicating or controlling any pest which is or is liable to be dangerous or detrimental to agriculture by the application of any substance, method or device, or who engages in the business of preventing, destroying, repelling, mitigating or correcting any disorder of plants by the same means or both. "Pest control operator" does not include a person engaged in the business of termite eradication or control.

Plot Plan. Whenever this title refers to a "plot plan" or "plan" it shall be construed to mean a site plan.

"Pool hall" means any entertainment establishment which has more than four pool tables or in which more than 50% of the gross floor area is devoted to pool tables and the space required to use such tables.

"Portable sign" means a freestanding sign not permanently affixed, anchored or secured to either the ground or a structure on the premises it occupies.

"Pot-bellied pig" means a pig classified as *Sus scrofa jubatus* Muller, or *Sus scrofa (cristatus) vittatus*, as commonly referred to as a Vietnamese pot-bellied pig, which stands no higher than 20 inches at the shoulder and is no longer than 40 inches from the tip of the head to the end of the buttocks, and weighs no more than 120 pounds. When such animals are located in an R zone they shall be registered with a nationally recognized registry as one of the above species of pot-bellied pigs and considered as pets.

"Premises" means any lot or lots and the buildings, structures, or other improvements located thereon.

"Principal use" means a primary or dominant use established, or proposed to be established, on a lot or parcel of land.

"Private property" means any property other than public property.

"Project grading" means any excavation or fill or combination thereof, necessary and incidental to impending building construction or other lawful development of the premises. Impending building

construction or other development as used in this section shall mean the initiation of such construction or development within one year of the date of application.

"Property line" means lot line.

"Pro shop" means an incidental commercial use operated in conjunction with, and on the same premises as a principal recreational use, which offers for retail sale sporting equipment and supplies customarily utilized in participating in such recreational activity. "Pro shop" does not include a general sporting goods store.

"Public property" means any real or personal property in which the city or any other governmental entity or any publicly regulated utility company possesses an ownership interest. Public property shall include, without limitation, any street, sidewalk, curb, curbstone, street lamp post, hydrant, tree, tree stake or guard, railroad trestle, electric light, power, telephone or telegraph system, any lighting system, public bridge or wall, drinking fountain, life preserver, lifesaving equipment, street sign, traffic sign or signal, street median, public park, or other publicly owned property or structure.

"Public utility service center" means any buildings or premises used for the administration of public utility repair, maintenance and installation crews including parking for vehicles, not to exceed 2 tons rated capacity, but not including warehouses or storage yards.

"Public utility service yard" means any buildings or premises used for the office, warehouse, storage yard, or maintenance garage of a public utility including microwave repeater stations when incorporated as a part of the service yard use.

"Quarry" means any place on a lot or parcel of land where dirt, soil, sand, gravel, rock, clay, decomposed granite, or other similar material is removed by excavation or otherwise. Quarry shall include mining operations for the removal of ores, precious stones, or other solid materials but shall not include project grading.

Recreation Club, Commercial. "Commercial recreation club" means a commercial enterprise offering the use of outdoor recreational facilities to the public.

Recreation Club, Private. "Private recreation club" means an association of persons who are bona fide members, paying regular dues, and organized to provide outdoor recreational facilities for members and their guests but not including an association organized primarily to render a service customarily carried on as a commercial enterprise.

Recreation Facilities, Neighborhood. "Neighborhood recreation facilities" means outdoor recreation facilities established by an association of persons who are bona fide members and operate as a nonprofit corporation to provide outdoor recreation facilities for residents in the immediate vicinity and their guests. Such facilities may include a clubhouse, changing rooms and similar subordinate facilities in conjunction with the outdoor recreation activity but shall not include a restaurant, bar or pro shop.

"Recreational trailer park" means any area or tract of land, within an area zoned for recreational use, where one or more lots are rented or leased or held out for rent or lease to owners or users of recreational vehicles or tents and which is occupied for temporary purposes.

"Recreational vehicle" means a motor home, travel trailer, truck camper or camping trailer, with or without motive power, designed for human habitation for recreational or emergency occupancy as defined in Section 18010 of the Health and Safety Code.

"Recyclable material" means reusable material including but not limited to metals, glass, plastic and paper, which are intended for reuse, remanufacture, or reconstitution for the purpose of using the

altered form. Recyclable material does not include refuse or hazardous materials. Recyclable material may include used motor oil collected and transported in accordance with Section 25250.11 and 25143.2(b)(4) of the California Health and Safety Code.

"Recycling facility" means a center for the collection and/or processing of recyclable materials. A "certified recycling facility" or "certified processor" means a recycling facility certified by the California Department of Conservation as meeting the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1986. A recycling facility does not include storage containers or processing activity located on the premises of a residential, commercial or manufacturing use and used solely for the recycling of material generated by that residential property, business or manufacturer. Recycling facilities may include the following:

1. Collection Facility. A collection facility is a center for the acceptance by donation, redemption or purchase, of recyclable materials from the public. Such a facility does not use power-driven processing equipment except as indicated in Article VI of Chapter 17.40, Criteria and Standards for Recycling Facilities. Collection facilities may include the following:
 - a. Reverse vending machine(s);
 - b. Small collection facilities which occupy an area of not more than 500 square feet, and may include:
 - 1) A mobile unit,
 - 2) Bulk reverse vending machines or a grouping of reverse vending machines occupying more than 50 square feet,
 - 3) Kiosk type units which may include permanent structures,
 - 4) Unattended containers placed for the donation of recyclable materials;
 - c. Large collection facilities which may occupy an area of more than 500 square feet and may include permanent structures.
2. Processing Facility. A processing facility is a building or enclosed space used for the collection and processing of recyclable materials. "Processing" means the preparation of material for efficient shipment, or to an end-user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning and remanufacturing. Processing facilities include the following:
 - a. A light processing facility occupies an area of under 45,000 square feet of gross collection, processing and storage area and has up to an average of 2 outbound truck shipments per day. Light processing facilities are limited to baling, briquetting, crushing, compacting, grinding, shredding and sorting of source-separated recyclable materials and repairing of reusable materials sufficient to qualify as a certified processing facility. A light processing facility shall not shred, compact or bale ferrous metals other than food and beverage containers.
 - b. A heavy processing facility is any processing facility other than a light processing facility.

"Redevelopment agency" means the redevelopment agency of the city of Lancaster.

Renovation, Exterior Façade. "Renovation, exterior façade" means a resurfacing of an existing building frontage so that the façade and signs are integrated into one unit.

"Required area" means:

1. The area of a lot which is shown as a part of a subdivision for purposes of sale, recorded as a final map or filed as a record of survey map approved as provided in the Subdivision Map Act or as provided in Ordinance No. 4478, entitled "Subdivision Ordinance," adopted March 19, 1945, except that where a parcel which otherwise would have been shown as one lot, is divided into two or more lots because of a city boundary line or a line between land the title to which was registered under the Land Title Law (Torrens Title) and land the title to which was not so registered, in which case "required area" means the area of such parcel; or
2. The area of a lot or parcel of land the right of possession of which, by virtue of a deed duly recorded, or by a recorded contract of sale, is vested in a person who neither owns nor has a right of possession of any contiguous parcel of property; provided, that the deed or contract of sale by which such right of possession was separated has been recorded prior to the adoption by the board of supervisors of the ordinance, which imposes the area requirements upon such lot or parcel of land; or
3. Minimum lot area is specified in the property development regulations of the zone. Required area shall not include the access strip of a flag lot extending from the main portion of the lot or parcel of land to the adjoining parkway, highway or street.
4. Where neither subsection 1, 2 or 3 applies, the required area is:
 - a. In the CPD zone the minimum lot area is 5,000 square feet.
5. A lot shown as such on a subdivision for the purpose of lease only does not have the required area unless it complies with subsection 2, 3 or 4 of this definition.

"Residence" means a building designed as a one-family dwelling unit or a two-family dwelling unit which complies with the current adopted U.B.C.

"Reverse vending machine(s)" means an automated mechanical device which accepts at least one or more types of empty beverage containers including, but not limited to aluminum cans, glass and plastic bottles, and issues a cash refund or a redeemable credit slip with a value not less than the container's redemption value as determined by the state. A reverse vending machine may sort and process containers mechanically provided that the entire process is enclosed within the machine. In order to accept and temporarily store all 3 container types in a proportion commensurate with their relative redemption rates, and to meet the requirements of certification as a recycling facility, multiple grouping of reverse vending machines may be necessary. A bulk reverse vending machine is a reverse vending machine that is larger than 50 square feet, is designed to accept more than one container at a time; and will pay by weight instead of by container.

Room, Habitable. "Habitable room" means an enclosed subdivision in a building commonly used for sleeping, living, cooking or dining purposes, excluding closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage space, cellars, utility rooms, and similar spaces. For purposes of applying parking space requirements:

1. If any of the above excluded rooms or spaces equals or exceeds 90 square feet of superficial floor area and is capable of being used for living or sleeping purposes, such room or space shall be considered a habitable room; or
2. If any room or space equals or exceeds 150 square feet of superficial floor area and is so designed to be capable of being used for both cooking and living, living and sleeping, or cooking and sleeping purposes, such room or space shall be considered as 2 habitable rooms,

except in a bachelor or efficiency apartment. Superficial floor area shall be measured as clear floor space, exclusive of fixed or built-in cabinets or appliances.

"Rooming house and boarding house" means a lodging house, or other building or structure maintained, advertised or held out to the public as a place where sleeping or rooming accommodations are furnished to the whole, or any part of the public whether with or without meals. Rooming house includes fraternity and sorority houses.

"Safety" means and includes a water supply for fire protection which complies with the requirements of Ordinance No. 7834 entitled "water ordinance," adopted August 2, 1960.

"Scenic highway" means a highway within the state scenic highway system of the state of California.

"Scrap metal processing yard" means any establishment or place of business which is maintained, used or operated solely for the processing and preparing of scrap metals for remelting by steel mills and foundries.

"Second dwelling unit" means an additional dwelling unit on a lot or parcel which provides complete independent living facilities and may be rented. For the purposes of this title a granny house is considered a second dwelling unit.

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

"Senior citizens and handicapped persons housing development" means a multiple-family housing development maintained for the occupancy of the elderly in which not more than 10% of the occupants are under 62 years of age, or for handicapped persons whose disabilities seriously restrict operation of a motor vehicle.

"Senior mobilehome park" is a mobile home park in which at least 80% of the spaces are occupied by or intended for occupancy by at least one person who is 55 years of age or older, or in which 100% of the spaces are occupied or intended for occupancy by persons 62 years of age or older.

"Shadow plan" means a diagram of the total area likely to be shaded from the sun on December 21st by an object of given height and dimension.

"Shall" is mandatory.

"Shopping center" means a group of attached commercial buildings, with a common architectural theme, which is designed and intended to house retail commercial uses on a lot(s) or parcel(s) of land with a total net area of 2 acres or more which is planned, developed and managed as an operating unit including the provision of on-site common parking and access to serve each use and its customers.

"Sign" means any name, figure, character, outline, spectacle, display, delineation, announcement, advertising, billboard, signboard, device, appliance, or any other thing of similar nature to attract attention outdoors or on the face, wall or window of any building, and shall include all parts, portions, units and materials composing the same, together with the frame, background and support of anchorage therefor, as the case may be. Any sign authorized by this title is allowed to contain noncommercial copy in lieu of any other copy.

"Sign area" means the entire surface area, excluding all support structures, of a single-faced sign or the largest face of a sign having 2 or more faces.



Sign Area, Total. "Total sign area" means the sum of the surface areas, excluding all support structural faces of a sign.



Sign, Awning or Entrance Canopy. "Awning or entrance canopy sign" means any sign affixed to an awning or removable canopy not permanently attached to or built as part of a building. Such signs shall be considered the same as a projecting sign for purposes of regulation.

Sign, Building Identification. "Building identification sign" means a sign which contains no advertising matter other than the name and/or trademark and/or address of the building to which it is affixed or of the occupant located therein.

Sign, Bulletin or Special Event. "Bulletin or special event sign" means a changeable copy sign on which bulletins, notices, messages or displays are placed.

Sign, Business. "Business sign" means a sign directing attention to the principal business, profession or industry located upon the premises upon which the sign is displayed, to type of products sold, manufactured or assembled, or to services or entertainment offered on said premises.

Sign, Changeable Copy. "Changeable copy sign" means a sign which is characterized by manually changeable copy, letters, symbols or numerals.

Sign, Civic Organization. "Civic organization sign" means a sign which contains the names of, or any other information regarding civic, fraternal or religious organizations located within an unincorporated community or city but which contains no other advertising matter

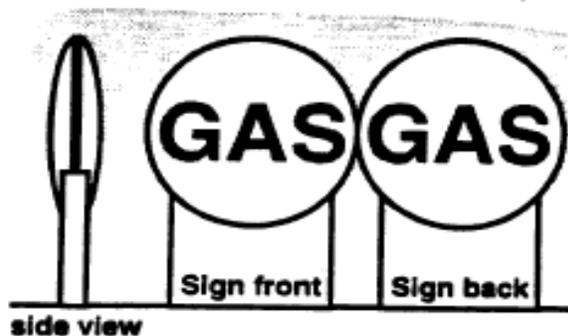
Sign, Community Identification. "Community identification sign" means a sign which contains the name of an unincorporated community or city of the county and appropriate travel directions but which contains no other advertising matter.

Sign, Construction. "Construction sign" means temporary sign denoting the architects, engineers, owners, lenders, contractors, future tenants and others associated with a construction project, but which contains no other advertising matter.

Sign, Directional and/or Informational. "Directional and/or informational sign" means a sign which indicates the route to, direction of, or location of a given goal, or which provides regulatory or service information of a nonadvertising character.

"Sign face" means that portion of a sign intended to be viewed from one direction at one time. Spherical, cylindrical, or other 3-dimensional signs not having conventional sign faces shall be considered to have 2 faces and the area of each sign face shall be computed from the smallest 3-dimensional geometrical shape or shapes which will best approximate the actual surface area of said faces.

Three Dimensional Signs



"Sign face height" means the vertical dimension of a sign face.

"Sign face length" means the horizontal dimension of a sign face.

Sign, Flashing or Scintillating. "Flashing or scintillating sign" means any sign which, by method or manner of illumination, flashes on or off, winks, or blinks with varying light intensity, shows motion or creates the illusion of motion, or revolves in a manner to create the illusion of being on or off.

Sign, Freestanding. "Freestanding sign" means a sign which is placed on the ground or has as its primary structural support one or more columns, poles, uprights or braces in or upon the ground. "Freestanding sign" includes ground, monument, pole, pylon and post signs.

Sign, Freeway-Oriented. "Freeway-oriented sign" means a sign oriented to be viewed primarily from an adjacent freeway which identifies a business engaged in the provision of food, lodging or motor vehicle fuel, and which is primarily dependent upon said freeway.

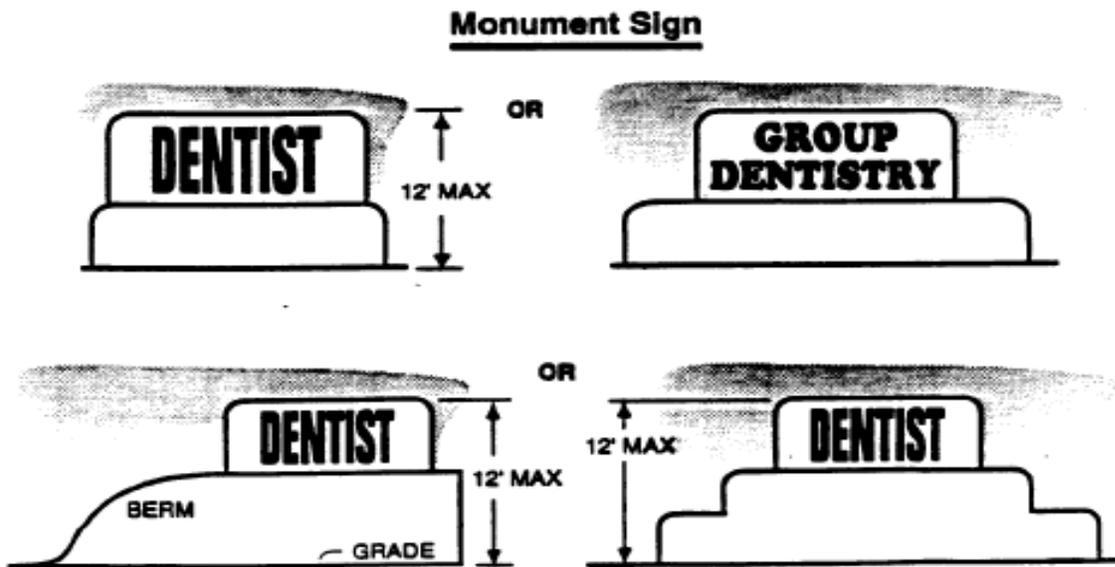
Sign, Fuel Pricing. "Fuel pricing sign" means a sign indicating, and limited to, the brand or trade name, method of sale, grade designation, and price per gallon of gasoline or other motor vehicle fuel offered for sale on the business premises; and such other information as may be required by county ordinance or state law.

Sign, Incidental Business. "Incidental business sign" means a business sign indicating credit cards accepted, trading stamps offered, trade affiliations and similar matters.

Sign, Lighted. "Lighted sign" means a sign which is illuminated by any source whether internal, external or indirect.

Sign, Marquee. "Marquee sign" means any sign painted on or affixed to the perimeter or border of a permanently roofed structure constructed as a part of a building and protruding over public or private sidewalks or rights-of-way. Such signs shall be considered wall signs for purposes of regulation.

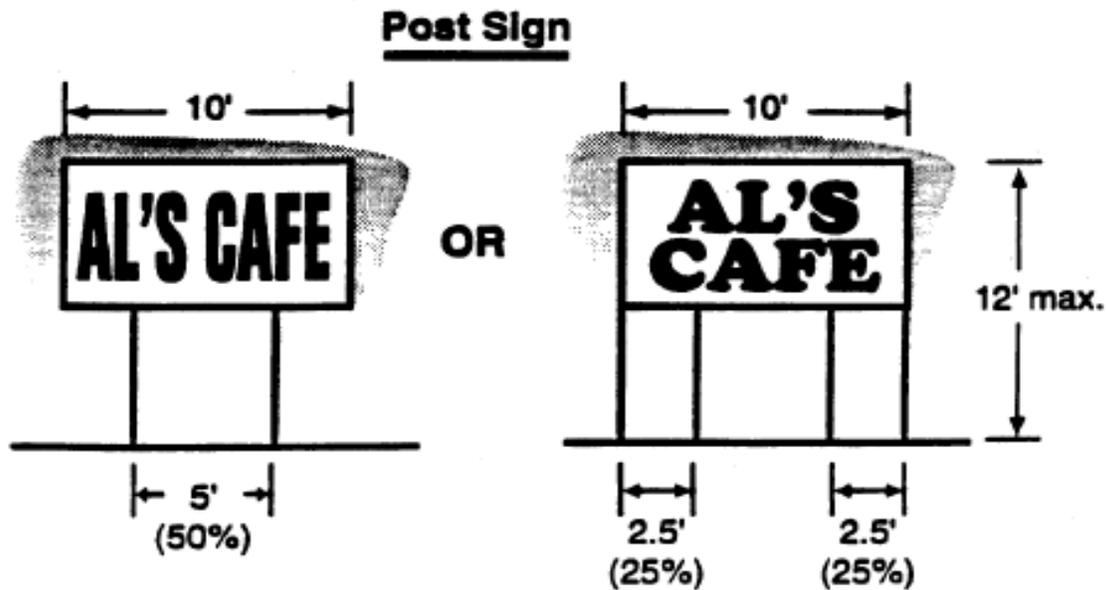
Sign, Monument. "Monument sign" means a freestanding sign which does not exceed 12 feet in height and is supported by an enclosed structure which has at least the same length and width as the sign face it supports.



Sign, Outdoor Advertising. "Outdoor advertising sign" means any sign directing public attention to a business, profession, product or service that is not a primary business, profession, product or service which is sold, manufactured, conducted or offered on the premises where such sign is erected or maintained. "Outdoor advertising sign" includes billboard.

Sign, Portable. "Portable sign" means a freestanding sign which is not permanently affixed, anchored or secured to either the ground or a structure on the premises it is intended to occupy.

Sign, Post. "Post sign" means a freestanding sign which is supported by not more than 2 enclosed poles or uprights in or on the ground, and the horizontal dimensions of such enclosure where it faces the same direction as the sign face is not less than 50% of the maximum length of the sign face. Where 2 enclosed poles or uprights are used the sum of the 2 equal horizontal dimensions of the enclosures is not less than 50% of the maximum length of the sign face.



Sign, Project Identification. "Project identification sign" means a sign which displays only the name of a multiple-family development or project and shall be only a wall sign or monument sign.

Sign, Projecting. "Projecting sign" means a sign which is affixed to and wholly supported by an exterior wall of a building or structure other than a wall sign.

Sign, Revolving. "Revolving sign" means a sign or any portion thereof which rotates, moves or appears to move in some manner by mechanical, electrical, natural or other means.

Sign, Roof. "Roof sign" means any sign erected upon and wholly supported by the roof of any building or structure. "Roof sign" shall not include a wall sign affixed to the roof eaves or that portion of an actual or false roof varying less than 45 degrees from a vertical plane as provided by this title.

Sign, Sidewalk. "Sidewalk sign" means a temporary, portable sign typically near or upon a sidewalk.

"Sign structure" means a structure existing, erected or maintained to serve exclusively as a stand, frame or background for the support or display of signs.

Sign, Subdivision Directional. "Subdivision directional sign" means a temporary single-faced sign used for the purpose of providing travel directions to a subdivision development offered for public sale for the first time.

Sign, Subdivision Entry. "Entry subdivision sign" means a temporary sign which provides necessary travel directions to and within a subdivision offered for sale or lease for the first time but contains no other advertising matter.

Sign, Subdivision Kiosk. "Subdivision kiosk sign" means a sign erected for the purpose of providing directional information in a uniform manner to new residential developments offered for sale for the first time to the public. Said sign may identify multiple developments and shall contain no advertising information other than the name of the development and a directional arrow. Subdivision kiosk signs may also contain directional information to public facilities.

Sign, Subdivision Sales. "Subdivision sales sign" means a temporary sign which contains the name of, and information relating to, a subdivision being offered for sale or lease for the first time.

Sign, Subdivision Special-Feature. "Subdivision special-feature sign" means a temporary sign which contains a description of the features and related information pertaining to a model home complex in a subdivision offered for sale or lease for the first time.

Sign, Temporary. "Temporary sign" means any sign which is intended to be posted for a maximum period of one year. Temporary signs include, without limitation as to content, political campaign signs, garage sale signs, search lights, real estate—for sale, lease, rent, or open house signs, holiday decorations, and seasonal sales signs.

Sign, Temporary Personal Message. "Temporary personal message sign" means a sign which is of a temporary nature and which displays only personal, as opposed to commercial, messages from the resident owner or occupant of the residential premises. Such messages may include, but are not limited to, birth announcements, greeting for a birthday or anniversary, and other messages of a personal nature.

Sign, Temporary Window. "Temporary window sign" means any sign painted on a window or constructed of paper, cloth, canvas or other similar lightweight material, with or without frames, and affixed to the interior side of a window and displayed so as to call to the attention of persons outside the building a sale of merchandise or a change in the status of the business.

Sign, Time, Temperature and Public Service. "Time, temperature and public service sign" means a sign which uses any system to display the time of day and/or atmospheric temperature, and which may have the means to display a programmable electronic public service message. Electronic messages of an advertising nature are not permitted on such signs.

Sign, Under-Marquee. "Under-marquee sign" means any sign suspended from the underside of a permanently roofed structure constructed as part of a building and protruding over public rights-of-way or private sidewalks.

Sign, Wall or Wall-Mounted. "Wall or wall-mounted sign" means a sign, other than a roof sign, affixed to and wholly supported by a building in such a manner that its exposed face is approximately parallel to the plane of said building and is not projecting more than 18 inches from the building face or from a permanent roofed structure projecting therefrom.

Wall Sign



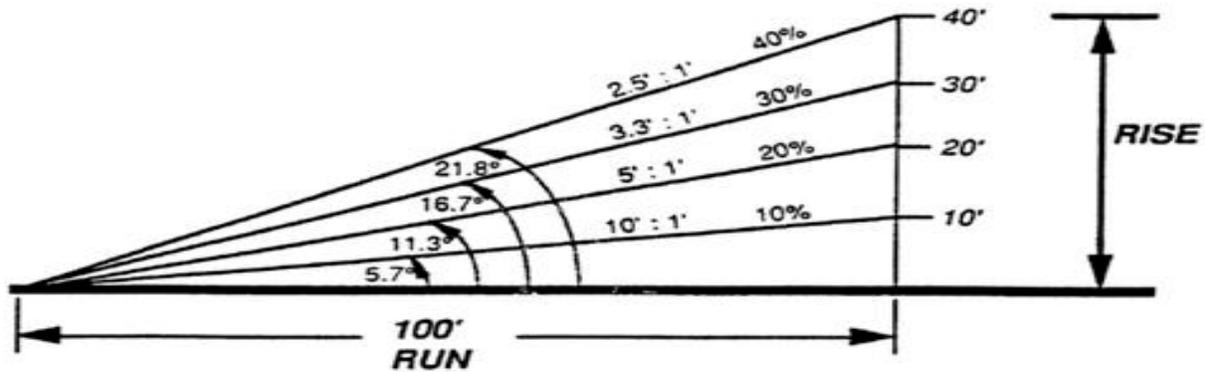
Sign, Window. "Window sign" means any sign which is painted on or otherwise permanently affixed to the display window glass or located inside the building within 3 feet of the display window glass.

"Single-family attached residence" means a building, containing only one kitchen, designed or used to house not more than one dwelling unit, which shares a common wall or walls with another dwelling unit

or units of the same type, and which is located on a separate lot from the unit or units with which it shares a common wall or walls. No such dwelling unit may occupy any space over or above another dwelling unit.

"Single-family detached residence" means a building containing only one kitchen, designed or used to house not more than one dwelling unit, not attached to or sharing a common wall with any other dwelling.

"Slope" means the degree of deviation of surface from the horizontal, usually expressed in percent or degrees.



Slope Percentage = rise / run = (x) feet run to one foot rise

"Sludge" means the accumulated matter, whether mechanically treated, irradiated, digested, stabilized, composted, or untreated, produced in the treatment of wastewater. This includes liquid, semi-liquid, and solid material that has been mechanically dewatered or air dried.

"Solar energy system" means either of the following depending upon the context of the ordinance:

1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage and distribution of solar energy for lot space heating or cooling, or for water heating, or generation of electricity; or
2. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage and distribution of solar energy for space heating or cooling, or for water heating.

"Solid fill" means any noncombustible materials, insoluble in water, such as soil, rock, sand or gravel, that can be used for grading land or filling depressions.

"Solid fill project" means any operation on a parcel of land where more than 1,000 cubic yards of solid fill materials are deposited for any purpose including the grading or reclaiming of land.

Special Use Permit. Whenever this title, or any case granted thereunder, refer to a "special permit" or a "special use permit" it shall be construed to mean a conditional use permit.

Stable, Boarding. "Stable, boarding" means a stable for the boarding of horses, mules or ponies for compensation.

Stable, Commercial. "Stable, commercial" means a stable which offers horses, mules or ponies for hire. Such stables may also offer training for such animals and/or riding instruction. Commercial stables may also board such animals for compensation.

"Stand" means a structure for the display and sale of products with no space for customers within the structure itself.

"Station" means the stopping place in a transportation system designed or intended to be used for the receiving or discharging of passengers and cargo, but shall not provide for the storage of the conveyance vehicle and shall not include any appurtenant facilities other than a shelter and ticketing facilities for passengers. Stations include train stations, bus stations, and similar transit stations.

"Stealth communication facilities" means wireless telecommunication facilities that may be over the height limit in the zone in which they are located, but are designed or camouflaged to blend into the surrounding background environment or be enclosed into the structure upon which they are mounted. Stealth facilities would not be recognizable as a wireless telecommunication device. Examples include wireless telecommunication facilities constructed within church steeples or towers, camouflaged by vegetation, or designed into the construction of other architectural building features.

"Story" is that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the roof above. Story includes a basement but not a cellar.

Street. See Section 16.04.060 of this code for definitions of the various types of streets.

"Structure" means anything construed or erected, which requires a fixed location on the ground, or is attached to something having a fixed location on the ground.

"Subdivision development" means a subdivision located wholly or partially within the city, a final map of which has been recorded prior to the date on which an application for a subdivision directional sign pursuant to the provisions of Section 17.40.220C has been filed.

"Subdivision directional sign base" means the base structure upon which subdivision directional signs are placed.

"Subdivision ordinance" means the subdivision ordinance of the city, codified as Title 16 of this code.

"Telephone repeater station" means a building used for housing amplifying equipment along aerial or underground telephone cable routes.

"Terminal" means any facility designed or intended to be used for the receiving or discharging of passengers or cargo and providing for the temporary or permanent storage of the conveyance vehicle. Terminals include train terminals, airports, bus terminals, freight terminals, harbor terminals, or any combination of the above commonly referred to as multipurpose terminals.

"Theater" means an enclosed building used for public assembly and/or entertainment including sports events, theatrical performances, concerts and recitals, circuses, stock shows and conventions. "Theater" includes auditorium.

"Tower height" means the height of the actual tower plus one-half the rotor diameter on horizontal axis installations, and the distance from the base of the tower to the top of the unit on vertical axis installations.

"Travel trailer" means a vehicle other than a motor vehicle which is designed for human habitation and which may be moved upon a public highway without a special permit or chauffeur's license.

"Travel trailer park" means any area or tract of land or a separate designated section within a mobilehome park where one or more lots are rented or leased or held out for rent or lease to owners or users of recreational vehicles used for travel or recreational purposes.

"Use" means and includes construction, establishment, maintenance, alteration, moving onto, enlargement and occupation. Wherever this title prohibits the use of any premises for any purposes, such premises and any building, structure or improvement on such premises shall not be used, occupied, altered or improved for such purpose, and no building, structure or improvement on such premises shall be erected, constructed, established, maintained, allowed to remain, altered, moved onto, or enlarged which is designed, arranged or intended to be occupied or used for such purpose.

Veterinary Clinic, Small Animal. "Small animal veterinary clinic" means any facility providing medical or surgical treatment, clipping, bathing and similar services to dogs, cats and other small animals, but excluding boarding or the keeping of animals on the premises other than those requiring emergency treatment or those recovering from anesthetic.

"Video game arcade" means any use where five or more coin-operated games of skill are kept and maintained for public use.

"Waste disposal facility" means any dump, transfer station, land reclamation project, incinerator except household incinerators and wood refuse to be burned in a suitable furnace, or other similar site or facility which is used or intended to be used for the transfer, salvage or disposal of rubbish, garbage or industrial waste. Waste disposal facilities do not stockpile, commercially compost, process, or handle sludge or biosolid materials.

"Wild animal" means any wild, exotic, dangerous or nondomestic animal, including but not limited to mammals, fowl, fish or reptiles.

"Wind energy conversion system" means a mechanism which is designed to utilize the natural movement of air as a means of generating electricity. The following terminology as it pertains to wind energy conversion systems is listed below:

"AWEA" means American Wind Energy Association.

"FAA" means Federal Aviation Administration.

"Guy wires" means wires or cables used in tension to support a tower.

"Non-commercial wind energy system ("NC-WES")" means a small wind energy system suitable for Rural Residential Zone (RR-1 and RR-2.5 only) meeting the requirements of Section 17.08.337, consisting of a wind turbine, tower, blades, associated controls and conversion electronics, which has a rated capacity that does not exceed the allowable rated capacity under the Emerging Renewables Fund of the Renewables Investment Plan administered by the California Energy Commission and which will be used primarily to reduce on-site consumption of utility power by converting mechanical energy into electricity.

"Tower" means the portion of the NC-WES upon which the wind turbine is mounted.

"Tower height" means the height above grade of the fixed portion of the tower measured from the ground to the top of the tower, excluding the wind turbine, blades and wind-measuring devices.

"USGS" means the United States Geological Survey.

"Vertical axis wind turbine (VAWTS)" means a small scale, non-commercial vertical axis wind turbine system, designed with a vertical axis, suitable for residential zones consisting of a wind turbine, tower, blades, associated controls and conversion electronics, which has a rated capacity that does not exceed the allowable rated capacity under the Emerging Renewables Fund of the Renewables Investment Plan administered by the California Energy Commission and which will be used primarily to reduce on-site consumption of utility power by converting mechanical energy into electricity.

"Wind turbine" means a non-commercial small wind turbine consisting of a wind turbine generator and rotors, which has a rated capacity of not more than one hundred (100) kilowatts (kW) and which converts kinetic energy in wind into mechanical energy.

"Wireless telecommunications facility" means a land use facility supporting antennas whips, panels or microwave dishes that send or receive radio frequency signals. Wireless telecommunication facilities include the structures or towers and related equipment buildings or cabinetry supporting the facility and can be manned or unmanned. Wireless telecommunications do not include noncommercial communication facilities such as licensed amateur radio stations and standard radio and television receive-only antennas.

"Writing" means and includes any form of recorded message capable of comprehension by ordinary visual means. Whenever any notice, report, statement or record is required or authorized by this title, it shall be made in writing in the English language unless it is expressly provided otherwise.

"Yard" means an open space on the same lot or parcel of land, other than a court, unoccupied and unobstructed from the ground upward, except as otherwise permitted by this title.

Yard, Front. "Front yard" means a yard extending across the full width of the lot or parcel of land. The depth of a required front yard shall be a specified horizontal distance between the highway line of any arterial or other street on which the property fronts, and a line parallel thereto on the lot or parcel of land, except as otherwise provided for a flag lot in Section 17.08.170A. On corner lots the front yard shall be located across the narrower frontage of the lot. A yard shall not be deemed a front yard if there is no right of access of any kind, pedestrian or vehicular, from the adjoining arterial or other street.

Yard, Rear. "Rear yard" means a yard extending across the full width of the lot or parcel of land. The depth of the required rear yard shall be a specified horizontal distance between the rear lot line and a line parallel thereto on the lot or parcel of land.

Yard, Side, Corner. "Corner side yard" means a yard bounded by an arterial or other street, extending from the required front yard, or the highway line on which the property fronts where no front yard is required, to the required rear yard or to the rear lot line where no rear yard is required. The width of such required side yard shall be a specified horizontal distance between the highway line of the arterial or other street on which the property sides, and a line parallel thereto on the lot or parcel of land.

Yard, Side, Interior. "Interior side yard" means a yard extending from the required front yard, or the highway line on which the property fronts where no front yard is required, to the required rear yard or to the rear lot line where no rear yard is required on other than a corner side yard. The width of a required interior side yard shall be a specified horizontal distance between each such side lot line and a line parallel thereto on the lot or parcel of land.

Yard, Street Side. "Street side yard" means the same as corner side yard.

(Ord. 900 § 1, 2008; Ord. 896 § 1 (Exh. A §§ 1, 2), 2008; Ord. 862 § 1, 2006; Ord. 849 § 1 (Exh. A § 1), 2005; Ord. 758 § 1 (Exh. A § 1 (part)), 1999; Ord. 753 § 1 (Exh. A § 1 (part)), 1999; Ord. 713 § 1, 1995; Ord. 711 § 3, 1995; Ord. 681 §§ 1, 2, 1995; Ord. 663 § 1, 1994; Ord. 661 § 3, 1994; Ord. 651 § 3, 1993; prior zoning ord. §§ 120—120.25)

(Ord. No. 921, § 1, 6-9-09; Ord. No. 954, § 1, 12-14-2010; Ord. No. 989, §§ 2—5, 7, 4-9-2013)

17.08.050 - Uses and permit requirements.

Residential Zones — Uses Matrix			
<p>USES</p> <p>P = permitted use / D = director's review</p> <p>C = conditional use / N/A = not allowed</p>	ZONES		
	RR-2.5 RR-1 SRR	R-15,000 R-10,000 R-7,000	MDR HDR
A. Uses.			
Single-family house on individual lot	P	P	D
Multi-family: 2 or 3 units	N/A	N/A	D
Multi-family: 4 or more units	N/A	N/A	P
Duplex on single-family corner lot in a new subdivision (minimum dimensions of 100' by 100')	N/A	P	N/A
Residential planned development (RPD)	C	C	C
Health facility ⁷	N/A	C	C
Community care facility (six beds or fewer) ⁸	P	P	P
Mobilehome on individual lot	D	D	D
Mobilehome parks	Permitted in MHP zone only		
B. Accessory uses.			
Accessory structures/buildings (gazebos, sheds, etc.) (Subject to Section 17.08.160)	P	P	P
Swimming pools and pool equipment (Subject to Section 17.08.160)	P	P	P
Accessory dwelling unit (Subject to Section 17.08.240)	D	D	D ²

Guest house (Subject to Section 17.08.230)	P	P	p ²
Garage conversion (Subject to Section 17.08.220)	P	P	p ²
Small family daycare (up to 7 children)	P	P	p ²
Large family daycare (8 to 14 children) (Subject to Section 17.08.190)	D	D	p ²
Home occupation/home office (Subject to Section 17.08.200)	P	P	P
Electric vehicle charging station (EVCS)	P	P	P
Non-commercial solar energy systems, including building and ground-mounted photo-voltaic (PV) panels	P	P	P
Non-commercial wind energy systems (NC-WES)	D	D	D
Vertical-axis wind turbines (VAWTs)	D	D	D
Cargo containers ³	P	N/A	N/A
Light agricultural uses ³	P	N/A	N/A
Carnivals ⁶	D	D	D
C. Temporary uses.			
Temporary mobilehome as residence during construction	D	D	D
Real estate sales office in conjunction with new subdivision	D	D	D
Model homes in conjunction with new subdivision	D	D	D
Cargo containers (Subject to Section 17.08.170)	P	P	N/A
D. Other uses.			
Animal boarding and training; kennels ⁴	C	N/A	N/A
Animal hospital ⁴	C	N/A	N/A

Arboretums and horticultural gardens	C	N/A	N/A
Churches	C	C	C
Colleges and universities	C	C	C
Commercial crop production	P	N/A	N/A
Commercial solar electrical generation facilities ⁴	C	N/A	N/A
Community gardens	D	D	D
Daycare center	C	C	C
Electric distribution substations	C	C	C
Equestrian center; commercial or boarding stables ³	C	N/A	N/A
Expansion of parking lot for institutional uses	D	D	D
Feed stores and related accessory uses ³	C	N/A	N/A
Gas metering and control stations	C	C	C
Golf courses and driving ranges, and accessory facilities	C	C	C
Land reclamation projects ⁴	C	N/A	N/A
Neighborhood wellness home	D	D	D
Parking lots as a transitional use	D	D	D
Radio and television stations and towers ³	C	N/A	N/A
Retail nurseries ³	C	N/A	N/A
Rooming and boarding houses	N/A	N/A	C
Schools, not including trade or commercial schools	C	C	C

Single-room occupancy (SRO) (Subject to 17.08.245)	N/A	N/A	D
Water reservoirs, pumping stations, tanks, wells, etc.	P	P	P
Wireless telecommunication facilities (stealth) ⁵	D	D	D
Wineries (minimum 10 gross acre lot)	C	N/A	N/A
Uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in these zones shall be subject to interpretation of the Director			

Notes:

¹ R-7,000 and R,10-000 zones only

² For single family homes in MDR and HDR zones, use, development standards and permit requirements within the urban residential single family zones shall be determined by the Director.

³ RR-1 and RR-2.5 zones only

⁴ RR-2.5 zones only

⁵ In conjunction with a non-residential use, such as a church, school, etc.

⁶ Subject to the provisions of Chapter 9.46.

⁷ In accordance with Section 1250 of the Health and Safety Code

⁸ In accordance with Section 1520 of the Health and Safety Code

(Ord. No. 989, § 1, 4-9-2013; Ord. No. 999, § 3, 8-26-2014)

17.08.340 - Residential Planned Development (RPD).

- A. Purpose and Intent. The purpose and intent of the residential planned development (RPD) is to allow for project designs that do not entirely meet the regulatory standards in this chapter, but do meet the design objectives of the general plan and design guidelines. The RPD promotes high-quality, well-planned developments with residential features and amenities beyond those typical of conventional development, including innovative site layout and design, high-quality architecture, enhanced pedestrian connections and provision of trails, parks and open space. The RPD also allows for project design that is sensitive to the unique physical characteristics of the site (such as clustering units to avoid development in flood-prone areas), or other circumstances that warrant special methods of development. The RPD would reduce developmental problems in hillside areas and preserve areas of natural scenic beauty through integrated planning and design, and unified control of development. It is further the purpose of this section to establish development standards for the RPD that will result in a project that is superior to conventional development, in exchange for greater flexibility and intensification of land use.
- B. Applicability. These specific standards are applicable for all residential planned developments in zones in which they are allowed subject to the granting of a conditional use permit.
- C. Standards. The following standards shall apply to all residential planned developments:
 - 1. Area. The proposed development plan shall encompass a gross area of not less than the acreage specified below by the zone in which the property is located:

Zone	Minimum Area
RR, SRR	10 acres
R, MDR, HDR	5 acres

- 2. The proposed development plan for an area less than specified above may be considered when there is no effective way to develop the property under conventional standards.
- 3. Density. In an RPD, the number of dwelling units shall be within the density range for the subject property as specified by the zone.
- 4. Type of Structures. Dwelling units may be single-family attached or detached structures, duplexes or multiple-family residential structures depending upon adjacent development and the compensating features of the development plan. The commission may approve places of public assembly, recreational buildings and accessory buildings if such facilities are for the primary use of persons residing within the planned development project and located so as not to be detrimental to adjacent properties.
- 5. RPD Development Standards. A builder shall adhere to the development standards as listed in section 17.08.060 and the design and performance standards listed in section 17.08.070, unless the builder proposes standards that will result in a more innovative and superior product, makes the finding that the project will meet or exceed the design goals and objectives of the general plan and design guidelines; and include a custom development standard table as part of the application.

6. Open Space and Trails. Open space, paseos and trails shall comprise not less than fifteen (15) percent of the net lot or parcel area exclusive of required yards, provided, however, that where the applicant submits evidence to the satisfaction of the commission that the particular development will contain compensatory characteristics which will provide as well or better for planned residential development within the intent of this section. Subject to the approval of the commission, open space shall include one or more of the following designated uses or facilities for the use and enjoyment of all the occupants of the planned residential development or appropriate phase thereof:
 - a. Common open space developed for recreational purposes;
 - b. Areas of scenic or natural beauty forming a portion of the proposed development;
 - c. Present or future recreational areas of noncommercial nature including parks and playgrounds. Where specifically approved by the commission, green fees or similar charges related to use of a golf course or similar open recreational use may be permitted, provided such charges are incidental to operation of said facilities, are not primarily commercial in nature, and do not alter the character of said recreational facility;
 - d. Hiking, equestrian or bicycle trails;
 - e. Landscaped portions adjacent to streets or highways which are in excess of minimum required rights-of-way or yards;
 - f. Other similar areas determined appropriate by the commission. In approving said open space, the commission shall give consideration to the project to be developed, the characteristics of such open space, the manner in which the open space is to be improved and maintained, and such other information as the commission deems pertinent. Reservation of open space shall be made a condition of approval. Such reservation shall be by public dedication, establishment of a maintenance district, common ownership, or other satisfactory means to insure the permanent reservation of and, where appropriate, perpetual maintenance of required open space.
7. Distribution of Open Space. Projects developed in phases shall be designed so that each successive phase will contain sufficient open space to independently qualify under the provisions of subsection C.5., provided however, that where the applicant submits development plans indicating to the satisfaction of the commission that the proposed development will provide as well or better for planned residential development within the intent of this section, the commission may approve a division of open space encompassing more than one phase. Where a division of open space will encompass more than one phase, the applicant shall provide the commission with a map indicating cumulative allocation and utilization of open space for each successive phase in each subsequent application.
8. Landscaping. The RPD shall adhere to the provisions of section 17.08.110 (landscaping) unless the builder proposes a landscaping plan with the finding that the project will meet or exceed the design goals and objectives of the general plan and design guidelines.
9. Street circulation and Connections. The RPD shall be designed to integrate with the adjacent and surrounding land uses through the use of enhanced circulation and connections, with complete streets allowing for safe vehicular, pedestrian and bicycle use. Subject to the approval of the commission, street circulation and connections shall include one or more of the following designated features:

- a. Street calming features, including corner bulb-outs, mid-block bump-outs, stamped paving, etc;
 - b. Pedestrian connection features, including cul de sac pedestrian access, mid-block pedestrian paseos, pedestrian-only pathways, widened parkways, etc;
 - c. Bicycle pathways and trails;
 - d. Other features and mechanism in accordance with the master plan of trails and bikeways.
10. Utilities. The applicant shall submit to the commission, and it shall be made a condition of approval, satisfactory evidence that the applicant has made arrangements with the serving utilities to install underground all new facilities necessary to provide service in the development.
 11. Development Program. The commission shall consider and may approve an appropriate program indicating the development of open space related to the construction of dwelling units, which shall become a condition of approval. Where development is to be completed in phases, the said development may, with the approval of the commission, be coordinated between phases as approved in subsection C.6. The commission may modify, without a hearing, this condition pertaining to the development program based upon an affirmative showing, in writing, of hardship.
 12. Findings for RPD. In addition to all other consistency and health and safety findings applicable to the project, the following findings shall be made in reviewing and approving a residential planned development application for a conditional use permit:
 - a. The residential planned development meets the goals of the city general plan, pertaining to community design, and the objectives to "enhance overall community form, create a vibrant sense of place," and to "improve the city's visual identity by utilizing design standards that instill a sense of pride and well-being in the community."
 - b. The residential planned development adheres to the adopted city design guidelines and the design and performance standards listed in this section, and is consistent with the mission statement of "implementing quality design for timeless architecture that enhances the community's image, pride and quality of life."
 - c. The residential planned development is comprehensive, covers a logical planning area, and provides the opportunity for unique and creative designs that are not possible under the city's typical development regulations.

17.08.080 - Infill residential development.

- A. Purpose and intent. The purpose of this section is to implement the city general plan 2030, policy 18.2.1, which encourages appropriate infill development, and specific action 18.2.1(c). Under the guidance of the specific action, a developer may build up to eight residential units per net acre on land zoned R-7,000, provided the developer makes the findings that the proposed infill development would integrate with the surrounding area.
- B. Qualification criteria for infill residential development. Properties zoned R-7,000 and meeting one of the following criteria qualify for infill residential development of up to eight units per acre:
 - 1. The project site is located within the area bounded by Avenue I, 20th Street East, Avenue L and 30th Street West; or
 - 2. The project site is surrounded by existing development (fully improved with paving, landscaping, curb and gutter, etc.) on all adjoining sides; or
 - 3. The project site is located adjacent to property zoned commercial, office professional, mixed use or light industrial development; or
 - 4. The project site combines four or more adjoining parcels, combining for a minimum project size of five acres.
- C. Findings for infill residential development. The following findings shall be made when recommending approval for an infill residential development:
 - 1. The project reduces overall land use fragmentation in the city.
 - 2. The project uses existing infrastructure and minimizes extension of new services and resources.
 - 3. The project is compatible with adjacent land uses and would not adversely affect the health, peace, comfort or welfare of persons residing or working at the adjacent properties.
- D. Infill residential development standards. In addition to all other applicable development standards listed in this chapter, infill residential single-family lots shall adhere to the following additional standards specific for small-lot single-family homes:
 - 1. Site design.
 - a. Maximize usability of property by minimizing "dead spaces," which can often be found in narrow side yards with limited access.
 - b. Create privacy by designing windows that minimizes view into an adjacent residential home. Also, design windows of a façade along a zero-lot line facing a neighboring side yard to be small, with a high sill height, typically six feet above the finished floor, or provide windows with translucent glazing.
 - c. For alley-access small-lot single-family parcels, the developer shall provide a four-foot-wide pedestrian pathway to connect the building entrance to the street sidewalk.
 - 2. Building design.
 - a. A proposed small-lot subdivision must have homes that are distinguished from one another, following the minimum number of model and floor plan combinations as listed in subsection 17.08.070.C.6.

- b. Blank, flat wall planes are prohibited. Varied and articulated façades that create visually appealing elevations are required.
 - c. Provide at least two different rooflines to provide visual interest to the residential structure.
 - d. Roof-mounted equipment is not allowed, with the exception of solar and wind generation systems. Photo-voltaic panels facing the street shall be designed integrated with the house rooftop.
3. Transitions and buffering.
- a. In infill situations, new buildings shall be located in a manner that complements the location of existing buildings on adjacent lots; and not in a manner that would diminish their appearance or that would create a streetscape with dramatically uneven building setbacks.
 - b. All residential buildings, including detached garages, shall maintain a minimum five-foot separation distance from any other structure to ensure adequate clearance area around the structures.
 - c. Adjacent homes shall not vary more than one-story in height.
4. Patios, private yards, open space and common areas.
- a. Each small-lot single-family home shall have a porch area with minimum dimensions as listed in subsection 17.08.060.B.
 - b. Each small-lot single-family parcel shall provide a minimum of four hundred (400) square feet of usable private yard space with no dimensions less than twelve (12) feet.
 - c. The City may grant a reduction of usable private yard space to two hundred (200) square feet, with no dimensions less than twelve (12) feet, if the developer provides common open space or park elsewhere in the neighborhood that is no further than ¼ mile from the residence, or if there is an existing park within the same distance.
5. Parking and access.
- a. For alley-access small-lot single-family parcels, a garage entrance facing an alley shall ensure a minimum of twenty-six (26) feet from the opposite edge of the alley, for adequate vehicle backup space.

17.08.070 - Design and performance measures.

Developers shall take the following actions in meeting specific design and performance measures in residential zones:

- A. Site design. Develop projects that enhance the sense of place and reflect a commitment to functional efficiency, quality, and neighborhood context.
 - 1. Develop innovative designs for new subdivisions that feature pedestrian connections, open spaces, enhanced landscaping, architecture, and streetscapes.
 - 2. Develop innovative designs for residential lot layouts, including wide corner lots, varied setbacks, and minimized visual presence of garages.
 - 3. Design neighborhoods to have distinct entryway features that help define neighborhood character and provide a sense of arrival.
 - 4. Design neighborhoods using "safe by design" techniques to reduce opportunities for criminal activity.
- B. Pedestrian connections and amenities. Develop residential neighborhoods with safe and attractive pedestrian and bicycle connections to trails, parks, schools, public transit, and other daily uses.
 - 1. Design neighborhoods with street patterns that minimize the walking distance between residential homes and neighborhoods amenities, such as trails, parks and schools.
 - 2. Design open-ended cul de sacs with paseos for pedestrian and bicycle access.
 - 3. Design pedestrian and bicycle paths separated from vehicular paths, to ensure safety and ease of use.
 - 4. Where appropriate, use traffic calming measures to reduce automobile speed within residential developments, including corner bulbouts, tree plantings, enhanced paving at crosswalks, and round-a-bouts.
- C. Building architecture and form. Provide enhanced elevations for residential structures that contribute to an attractive neighborhood streetscape.
 - 1. Articulate building façades by including variation in massing, roof form, and wall planes.
 - 2. Use multiple colors, materials, textures, and applied finishes to help break up wall massing.
 - 3. Provide distinctive entries, porches, balconies, and window treatment, oriented toward the street.
 - 4. Residential buildings shall use high-quality, tile roofing (concrete, ceramic, etc.), providing aesthetic value and appropriate for withstanding the city's varied climate conditions.
 - 5. Garage door shall provide aesthetic value to the home. Roll-up garage door types are permitted, whereas wooden, swing-out garage doors are prohibited.
 - 6. Builders of new single-family residential subdivisions shall ensure architectural variation by providing a minimum of the following combinations, dependent on the proposed number of residential units in the development:

Proposed number of residential units	Minimum number of elevations	Minimum number of floor plans
Less than 20 units	3	3
20 to 50 units	3	4
50 to 100 units	4	5
100 units or greater	5	5

In no instance should two homes of the same model and floor plan be built adjacent to each other or across the street from each other.

- D. Transitions and buffering. Encourage transitions between proposed higher intensity developments and adjacent, less intensive uses to keep disturbance to a minimum.
1. Step down the heights of structures at the edge of developments to match or complement those in adjacent properties.
 2. Enhance buffers with additional width or increased landscaping. Plant trees and shrubs in voids created by wall variations, at an appropriate scale.
 3. Vary building setbacks and wall alignments to soften the edge of the development.
 4. Provide a clear distinction between public and private spaces, through the use of height separation, fencing, berm, or a combination of these elements.
 5. Offset windows from one another between residential units.
- E. Open space and common areas. Provide open space and common areas to enhance quality of life, and to encourage opportunities for social gathering and interaction.
1. For single-family residential developments, create centralized pocket parks, connected by trails and pedestrian paths, to serve the neighborhood.
 2. For multi-family residential developments, provide centralized open space and community facilities, to serve residents of the development.
 3. Create recognizable focal points by using community amenities in public open spaces and other commonly used community spaces.
- F. Parking and access. Minimize the dominant appearances of parking areas and structures, while ensuring functional vehicular access.
1. For multi-family residential developments, locate parking behind residential structures. For developments facing arterial streets, a builder may design a wide, enhanced landscape buffer between the street and parking areas, in circumstances where it is difficult to achieve rear parking placement. Wherever possible, design parking lots by dividing a large parking lot into a series of smaller, connected lots.

2. Decorate and define parking areas with plants, shrubs, trees, light fixtures, and textured paving to minimize the negative impact of large expanses of asphalt.
3. Provide defined pedestrian pathways between parking areas and residential building entrances.
4. Permanent parking for recreation vehicles (RVs), boats and other similar large items shall be located behind the front plane of the house.
5. In no instance shall flat, paved surfaces, including driveways, cover more than fifty (50) percent of a single-family front yard.

(Ord. No. 989, § 1, 4-9-2013)

17.08.180 - Animal Keeping.

- A. Purpose. Regulations governing animals for the personal use of the family residing on the premises are established in order to provide for the keeping of domestic and wild animals where accessory to the residential use of the property as opposed to maintenance for commercial purposes. The following regulations presume a reasonable effort on the part of the animal owner to recognize the rights of surrounding neighbors by maintaining and controlling animals in a safe and healthy manner.
- B. Keeping of Large Animals in Residential zones.
1. Applicability. The keeping of large animals, such as horses, cows, and similar animals are permitted in Rural Residential zones and the number of animals shall not exceed a total of eight (8) animals per lot, unless otherwise indicated.
 2. Pigs are permitted as follows:
 - a. Pigs shall be permitted on Rural Residential zones with lots or parcels of land greater than one (1) acre in area, at a ratio of one (1) pig per acre.
 - b. They shall not be located not less than one hundred fifty (15) feet from any highway and not less than fifty (50) feet from the side or rear lot lines of any lot or parcel.
 - c. They shall not be fed any market refuse or anything other than table refuse from meals consumed on the same lot or parcel of land or grain.
 3. Roosters shall be permitted on Rural Residential zones with lots or parcels of land greater than one (1) acre in area, at a ratio of one (1) rooster per acre.
- C. Keeping of Small Animals.
1. The keeping of small animals, such as sheeps, goats, dogs, rabbits, reptiles, aquatic animals, birds and similar animals are permitted as indicated on the table below.

Zone	Aquatic Animals, Birds, Rabbits, Reptiles, and Rodents	Dogs	Cats	Other Small Animal (Including Poultry)	Total Number of Animals per Parcel or Lot
R, MDR and HDR zones	3	3	3	0	5
SRR and RR zones	3	3	3	3	8

2. Bee Keeping is permitted as follows:
 - a. They shall be located in a single-family residential property in a residential zone that is greater than one acre.

- b. Only the common domestic honey bee, *Apis Mellifera* species, at any stage of its development, shall be permitted.
- c. No more than two hives may be maintained on any single-family residential property.
- d. All bee colonies shall be kept in hives capable of being inspected and consisting of moveable frames and combs.
- e. Hives must be kept in sound and usable condition at all times.
- f. Hives shall be located in the rear or side yard only. No hives shall be permitted in any front yard or in the street side yard of a corner property.
- g. Hives shall be located at least five feet from the side and rear property lines.
- h. Hive entrances shall face away from or parallel to the nearest property line(s).
- i. Hives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet above the adjacent ground level.

D. Keeping of Wild Animals

- 1. Antelopes, armadillos, badgers, beavers, camels, deer, foxes, giraffes, hippopotami, kangaroos, koalas, minks, ostriches, otters, peacocks, platypus, porcupines, prairie dogs, raccoons, seals, wallabies, and zebras and other similar animals are prohibited.
- 2. Animals prohibited by the State of California shall not be allowed to be kept within the City (California Code of Regulations, Title [14](#), Section 671).

E. Offspring. Young animals born to a permitted animal kept on the site may be kept until such animals are weaned.

F. Therapy and service animals. In accordance with fair housing law, a housing provider shall accommodate a person with a disability who requests a reasonable and necessary animal. Such animals may include, but are not limited to, guide dogs that assist persons with visual impairment, hearing dogs trained to alert those who are hard of hearing, service dogs trained to assist those with mobility impairment, or other animals intended to provide therapy, including emotional support.

G. Standards

- 1. Enclosure. All animals shall be properly caged or housed (kept in their corrals, barns, pens, or other enclosures). All such structures shall be fenced or otherwise enclosed to adequately confine the animals. In addition, all such structures or other enclosures shall be classified as an accessory structure and are subject to the development standards of the underlying zone in which it is located.

2. Maintenance. All buildings used in conjunction with the keeping of small animals including animal enclosures and all other animal keeping areas shall be maintained free from litter, garbage, and the accumulation of animal excrement. All excrement produced by said small animals shall be disposed of on a regular basis so as to control flies and odor.
3. In addition to Los Angeles County Health Department requirements, all buildings or structures, including, but not limited to barns, corrals, training arenas, etc., used in conjunction with the keeping of small animals shall be located a minimum of fifty (50) feet from any street or highway or any building used for human habitation.
4. All noise shall be sound attenuated so that the noise level measured at the property line is within the ambient level for the zone in which the site is located.

F. Exceptions

1. Members of Future Farmers of America (FFA), Head, Hand, Heart and Health (4-H) and other similar organizations may have additional animals per the discretion of the Director.

17.08.200 - Home Occupations.

- A. Purpose and intent. The purpose of this article is to provide the guidelines and restrictions for operating a home occupation (home-based business), from a residential dwelling in the city. It is intended that the home occupation functions as an office, and is secondary to the dwelling's main residential use. In addition, the home occupation shall not detract from nor become incompatible with the surrounding residential uses; and thus, will not interfere with the general welfare of the surrounding residential area.
- B. Conditions for home occupations. No home occupation shall be approved unless it complies with this section and all pertinent city codes, ordinances and regulations:
1. Residency. The applicant who holds the home-based business license shall reside at the address location as stated on the home-based business license.
 2. Boundaries. A home occupation shall be conducted only within the enclosed living area of the dwelling unit, accessory building, or the garage, without rendering the garage unusable as the required off-street parking space(s) for the dwelling unit. Home occupation activities shall not be visible or audible beyond the boundaries of the site.
 3. Alterations. There shall be no alteration of any building or structure which would result in a change of the residential occupancy classification under the current the state building code.
 4. Traffic and parking. The home occupation shall not generate vehicular traffic and/or vehicular parking which degrades or is otherwise detrimental to the residential nature of the neighborhood and thus becomes objectionable to neighboring residents and other affected by such parking or traffic.
 5. Hours of operation. No customer or client may come to the premises except during the hours of 7 a.m. to 10 p.m. No deliveries may originate from or be made to the premises except during the hours of 8 a.m. to 6 p.m.
 6. Commercial vehicles. No commercial vehicle which has a capacity of more than one-ton shall be parked or stored at the home occupation site other than a recreational vehicle. (The term "commercial vehicle" means as the term as described in the state vehicle code.)
 7. Nuisance. The home occupation shall not create any radio or television interference or create discernible noise, glare, dust, odor, vibrations, or unreasonable disturbance in excess of that which is normal to a residential use of the premises. Nor may the home occupation cause or generate any other condition that interferes with the peace, health, safety or general welfare of people or property in the surrounding area.
 8. Signs and advertising. There shall be no signs or structures advertising the home occupation business on the residential property. In addition, no other advertisement of the home occupation shall include the address of the residential dwelling where the home occupation is conducted.
 9. Storage. There shall be no exterior storage of materials in the conduct of a home occupation. The storage of materials, equipment, inventory, supplies, and files for home occupation, is only permitted inside the dwelling unit or an entirely closed roofed accessory structure.
 10. Rental property. No home occupation shall be conducted in a rental unit, without the owner or landlord's permission.

11. Transferability. Home occupations are valid only for the person and the address approved and are nontransferable. Only persons whose primary residence in the dwelling unit may engage in the home occupation.
 12. Employees. A maximum of one employee is allowed at the home occupation, if located in an apartment or condominium unit; two employees is allowed if the home is within an urban residential zone; and three employees in rural residential zones.
 13. Sales. No commodity shall be sold or displayed on the premises.
 14. Specific conditions. The Director may add specific conditions to the approval of a home-based business license in order to address concerns which are not covered by the above conditions and which, in the Director's opinion, are necessary to protect neighboring property from any potential adverse effects of the proposed home occupation.
- C. Prohibited uses. The following uses shall not be allowed as a home occupation:
1. Ambulance service;
 2. Animal training;
 3. Body piercing;
 4. Construction, preassembly and similar large woodworking operations;
 5. Contractor and construction yards that cause or require outdoor storage;
 6. Cosmetology services including barber and beauty shops;
 7. Forensic testing;
 8. Limousine, taxi or tow truck services; recreational vehicle rentals or automobile leasing; food or ice cream vending vehicles; or other vehicles not normally incidental to a residential use where such motor vehicles would be parked or stored at the home occupation site. This provision does not preclude limited customer or client parking;
 9. Mechanical and electronic repair utilizing, maintaining, or storing more mechanical or electronic equipment on the premises than is common to a residence;
 10. On-site massage therapists;
 11. Pet grooming (not prohibited in RR-1 and RR-2.5 zones, if on appointment basis only);
 12. Rental establishments as described in section 17.12.040, the permitted uses section of the C zone;
 13. Repair services related to automobiles, motorcycles, large household appliances, small engines, garden equipment, or other machinery;
 14. Sales or production of drug paraphernalia;
 15. Tattoo studio;
 16. Taxidermy;
 17. The manufacturing, sale, lease, or rental of firearms and/or ammunition;
 18. Welding shop and/or metal fabrication;

19. Uses which are subject to Director's Review or a conditional use permit in the zone where the applicant's residence is located;
 20. Those uses which the Director determines are similar in nature to the uses listed above.
- D. Home-based business license. The home occupation shall be required to obtain a business license through the City of Lancaster. The applicant shall fully disclose on the application form all hazardous materials (as defined in section 17.04.240) which will be stored on-site or used in conjunction with the home occupation. The city shall accept only those applications which have provided all of the information required on the application form which applies to the proposed home occupation.
- E. Revocation. Home-based business licenses may be immediately revoked by the Director based upon a finding that any one of the following conditions exists:
1. That the use has changed either in nature or extent to the point that it differs substantially from the use requested in the approved application for the home-based business license .
 2. That the use fails to comply with any condition in subsection B of this section.
 3. That the holder of the home-based business license failed to allow inspections at a reasonable time for the purpose of investigating a complaint or to verify compliance of the home occupation with the required conditions.
 4. That the holder of the home-based business license failed to comply with any applicable city, county, state or federal ordinance, law or regulation including failure to obtain and/or renew a business license.

The Director shall notify in writing the holder of the home-based business license of such revocation and the reasons thereof. The Director's decision may be appealed in accordance with section 17.36.030.

(Ord. No. 989, § 1, 4-9-2013)

17.08.240 - Accessory dwelling units.

- A. Purpose and intent. The purpose and intent of this section is to provide a means to develop accessory, independent living facilities that would accommodate a variety of increasingly common living arrangements, including those for multi-generational households. The enactment of this section does not legitimize illegal accessory dwelling units.
- B. Applicability. This section shall apply to all accessory dwelling units, which is defined as an additional dwelling unit on a lot or parcel, which provides complete independent living facilities and may be rented.
- C. Standards. The following development standards shall apply to all accessory dwelling units:
 - 1. The accessory dwelling unit may be constructed as a detached building or may be attached to the primary residence on a lot or parcel with an existing single-family home or in any residential zone.
 - 2. No more than one accessory dwelling unit shall be permitted on any residential lot or parcel. An accessory dwelling unit is not permitted on a residential lot which already has an existing accessory dwelling unit, a guest house, or a garage that has been converted to living space.
 - 3. The accessory dwelling unit shall comply with the requirements set forth in section 17.08.160 for residential accessory uses and structures. The accessory dwelling unit is exempt from setback requirements when being converted from an existing garage.
 - 4. The height of the accessory dwelling unit shall not exceed the height requirement in the underlying zone.
 - 5. The accessory dwelling unit shall not be used for short term rentals (terms less than 30 days);
 - 6. The floor area of an attached accessory dwelling unit shall not exceed fifty (50) percent of the existing living area of the main dwelling unit.
 - 7. The minimum floor area for a detached accessory dwelling unit shall be four hundred (400) square feet. The maximum floor area for a detached accessory dwelling unit shall be no more than 10% of the square-footage of the lot.
 - 8. The accessory dwelling unit shall be architecturally compatible with the main dwelling unit.
 - 9. The accessory dwelling unit shall be located on the same lot as the principal dwelling and cannot be sold as a separate unit.
 - 10. Any conversion or demolition for the purpose of adding an accessory dwelling unit resulting in a loss of parking spaces below the required minimum in the zone shall

indicate a replacement of on-site paved parking spaces in any configuration (covered, uncovered, enclosed).

11. One parking space is required for the accessory dwelling unit, in addition to the parking required for the main dwelling unit. The parking for the accessory dwelling unit shall be provided by a ten (10) feet by twenty (20) feet space located either inside a garage or carport, or on a driveway not used for access into the primary structure's garage. The parking requirement shall not apply if the lot or parcel on which the accessory dwelling unit is being proposed meets any of the following:
 - a. Is within a half mile radius from public transit;
 - b. Is within an architecturally and historically significant historic district;
 - c. Is part of an existing primary residence or an existing accessory structure;
 - d. Is in an area where on-street parking permits are required, but not offered to the occupant of the ADU; and
 - e. Is located within one block of a car share area.
 12. The property must be occupied by one or more owner(s) of the property as a permanent and principal residence. The owner may live in either the principal or accessory dwelling unit and must have a fifty (50) percent or greater interest in the property. The owner-occupant must live in the structure for more than six months of each calendar year.
 13. A mobile or manufactured home can be permitted as an accessory dwelling unit and shall comply with the requirements set forth in section 17.08.250 (Mobilehomes and Manufactured Housing);
 14. Accessory dwelling unit owners must sign and record an owner-occupancy covenant with the county recorder's office prior to receiving a permit to construct the accessory dwelling unit.
 15. The accessory dwelling unit may have a separate address and mailbox.
 16. The accessory dwelling unit may have separate utility meters from the primary dwelling unit, such as meters for water, gas and electricity.
- D. Covenants, conditions, and restrictions. The covenants, conditions, and restrictions to run with the property shall include the following declarations:
1. That he/she/they are the owner(s) of the property located in the city, at the subject address as legally described, and that there are no other owners;
 2. That he/she/they applied for a permit to construct and/or use an accessory dwelling unit on the property pursuant to this section and make(s) this covenant as required by this section;
 3. That the owner(s) of the property will restrict the use of the principal and accessory dwelling units on the property in compliance with the requirements of this section;

4. That an owner with at least a fifty (50) percent interest in the property will occupy either the principal dwelling unit or the accessory dwelling unit for six or more months of each calendar year as the owner's principal residence;
 5. That if the owner(s) of the property are unable or unwilling to fulfill the requirements of this section for owner occupancy, then the owner(s) will remove those features of the accessory dwelling unit that make it a dwelling unit, as determined by the city, including the removal of kitchen features such as, but not limited to gas, electrical and/or plumbing fixtures and connections;
 6. That this covenant shall run with the land and be binding upon the property owner(s), his/her/their heirs and assigns, and upon any parties subsequently acquiring any right, title or interest in the property;
 7. That the undersigned owners and their heirs, successors and assigns will inform all prospective purchasers of the property of the terms of this covenant; and
 8. That this covenant will be recorded by the owner(s) in the real estate records of the county's assessor's office as a deed restriction, prior to issuance of the permit allowing construction and/or use of an accessory dwelling unit on the property.
- E. Application. Any property owner seeking a permit for an accessory dwelling unit shall submit a Director's Review application. The Director shall approve the application so long as the accessory dwelling unit complies with all provisions of this section. In the event such application is denied, the appeals proceedings set forth in chapter 2.44 shall be available to the applicant.
- F. Conversions. In order to legitimize an illegal accessory dwelling unit to a conforming legal accessory dwelling unit, the property owner shall file a Director's Review application and shall comply with the standards and requirements set forth in this section. The Director reserves the right to allow deviations, if there is a demonstrated difficulty or impracticality to modify the accessory dwelling unit to meet adopted requirements; nonetheless, all code requirements pertaining to fire and building safety must still be met.
- G. Violations. Any property owner with an accessory dwelling unit which does not comply with all the standards established herein for accessory dwelling units is subject to prosecution for a zoning violation under section 17.04.220.
- H. Temporary owner absence. If the City determines that the owner has violated owner-occupancy requirements, the owner shall:
1. Reoccupy the structure;
 2. Remove the accessory dwelling unit, or those features of the accessory dwelling unit that makes it a dwelling unit, as determined by the city, including the removal of kitchen features such as, but not limited to gas, electrical and/or plumbing fixtures and connections; or

3. Submit evidence showing good cause, subject to approval of the Director, such as job dislocation, sabbatical leave, education or illness for a waiver of this owner-occupancy requirement to allow up to two years' absence from residence in the city.

I. Request for Relief

- a. The applicant can make a request for relief from any or all sections contained within this chapter through a Director's Review and shall be subject to the following findings:
 - i. That the residential development will serve a specific community need;
 - ii. That the residential development is not expected to result in adverse effect on adjacent property, uses, or residents; and
 - iii. That the residential development will contribute to the City's financial stability provide a high level of design, amenities, or any other combination of benefits to the community and City as a whole.

(Ord. No. 989, § 1, 4-9-2013)

17.08.300 - Solar Energy Systems.

- A. Purpose and applicability. The purpose of the solar energy system standards is to encourage investment in solar energy on all parcels in the city, while providing guidelines for the installation of those systems that are consistent with the architectural and building standards of the city. All solar energy systems shall comply with all applicable provisions of the city codes and the standards of this section.
- B. Approvals required. The applicant shall submit for and receive approval of a building permit prior to installation of any solar energy system.
- C. Ground-mounted solar energy systems.
 - 1. All ground-mounted solar energy systems shall not be located within the required front, side, or rear building setbacks, or front yard area, and shall comply with all applicable height restrictions.
 - 2. To the extent possible, without compromising the solar energy system's access to the sun, ground-mounted solar energy systems shall be screened from view at-grade from all adjacent streets and adjacent properties.
- D. Roof-mounted solar energy systems.
 - 1. Solar panels and accessory equipment shall be designed and located on a house in a manner that minimizes the detrimental impact to the aesthetic appearance of a house.
 - 2. All solar energy system appurtenances such as, but not limited to, water tanks, supports, wiring and plumbing shall be screened to the maximum extent possible without compromising the effectiveness of the solar collectors, and shall be painted a color similar to the color of the surface upon which they are mounted. Solar collectors are exempt from the screening and color provisions of this subsection.
 - 3. All roof-mounted solar collectors can be mounted at an optimum angle to the sun for maximum energy production.

(Ord. No. 989, § 1, 4-9-2013)

17.08.130 - Fences, Walls, and Screening.

- A. Purpose. This section provides regulations for the installation, construction and placement of fences on private residential property. For the purpose of this zoning code, the term "fence" includes fences, hedges, walls or other structures with the functions and characteristics of a fence.
- B. Placement of fences and walls
 - 1. Fences and walls shall be located behind the property line and behind any utilities or shall be located at least 12-15 feet behind the face of the curb, or as indicated on any recorded property documentation depicting the location of said utilities.
- C. Measurement of fence and wall height.
 - 1. Fence height shall be measured as the vertical distance between the finished grade from the base of the fence to the top edge of the fence material.
 - 2. Where the ground elevation within six feet of the base of a fence differs from one side of the fence to the other (as when a fence is placed at the top of a slope or on a retaining wall), the height shall be measured from the side with the highest natural grade. (See section 17.28.030).
- D. Fence height limits.

Location	Maximum height
Within front yard setback or corner lot side yard setback located at or behind the property line	4 feet
Within side or rear yard setback or along/behind corner lot side yard setback located at or behind the property line	6 feet

- E. Consideration for additional height. A fence or wall may be constructed to a height in excess of the limits established by subsection 17.08.130.D. with a Director's Review. The Director's Review may increase the maximum height regulations not to exceed 25% of the amount specified in Section 17.08.130.D. The Director's Review shall require that the applicant make the following findings, in addition to the findings required for a Director's Review listed in Chapter 17.32:
 - 1. The issuance of the permit is reasonably necessary, by reason of unusual or special circumstances or conditions relating to the property, for the preservation of valuable property rights or the full use and enjoyment of the property.
 - 2. The fence will not create a safety hazard to pedestrians or vehicular traffic.
 - 3. The appearance of the fence is compatible with the design and appearance of other existing buildings and structures within the neighborhood.
 - 4. The orientation and location of the fence is in proper relation to the physical characteristics of the site and the surrounding neighborhood.
 - 5. The fence will be of sound construction.

- F. Fencing for new production homes. Fencing for new production homes shall be a masonry wall, adjacent to the rear and side yards, up to six feet in height. The Director may approve alternative fencing materials that provide comparable aesthetics and durability.
- G. Subdivision perimeter walls. A masonry wall shall be constructed along the perimeter of a subdivision, with the color and design to be specifically approved by the Director.
- H. Prohibited fence materials. The use of barbed wire, razor wire, electrical fence, glass and other similar objects of a hazardous characteristic shall not be permitted for residential uses.

(Ord. No. 989, § 1, 4-9-2013)

17.08.060 - Development regulations by building types.

A. Single-family house on Rural Residential lot. A single-family house on a rural residential lot is a residence for one household, with its primary entrance accessed through the front yard, on a lot ranging from 20,000 to 100,000 square feet or greater.

1. Development standards.

Rural Residential Development Standards			
	ZONES		
	RR-2.5	RR-1	SRR
SITE SPECIFICATIONS			
Minimum lot size (sq. ft.).	100,000	40,000	20,000
Minimum width (feet).	165	110	85
Minimum depth (feet).	250	130	120
BUILDING PLACEMENT			
Front yard (feet).	40	30	30
Garage location.	All garages shall be located at or behind the wall plane where the front entrance is located.		
Rear yard (feet).	30	25	20
Interior side yard: minimum (feet).	20	15	10
Interior side yard: total sum of two yards (feet).	40	30	25
Street side yard (feet).	40	30	20
BUILDING SIZE AND MASSING			
Lot coverage (percentage).	30%	40%	40%

Building height (feet).	40	40	35
PARKING			
Number of parking spaces.	2 spaces within an enclosed garage per Section 17.08.100		

Diagram for Single-family house on Rural Residential lot — perspective view

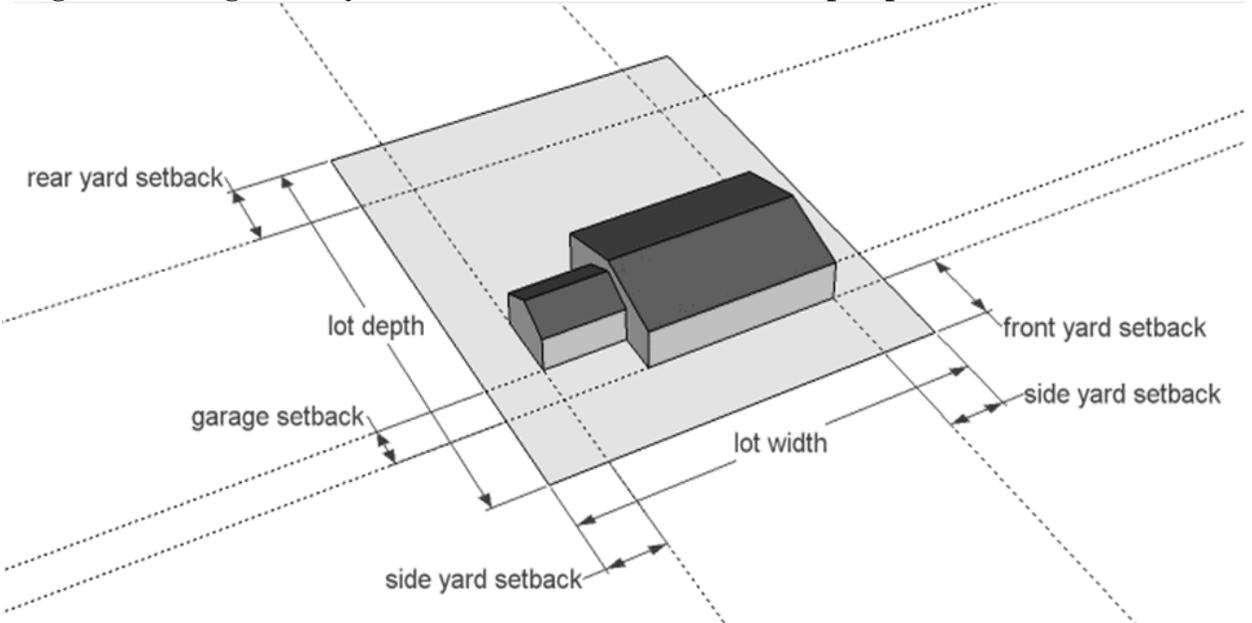
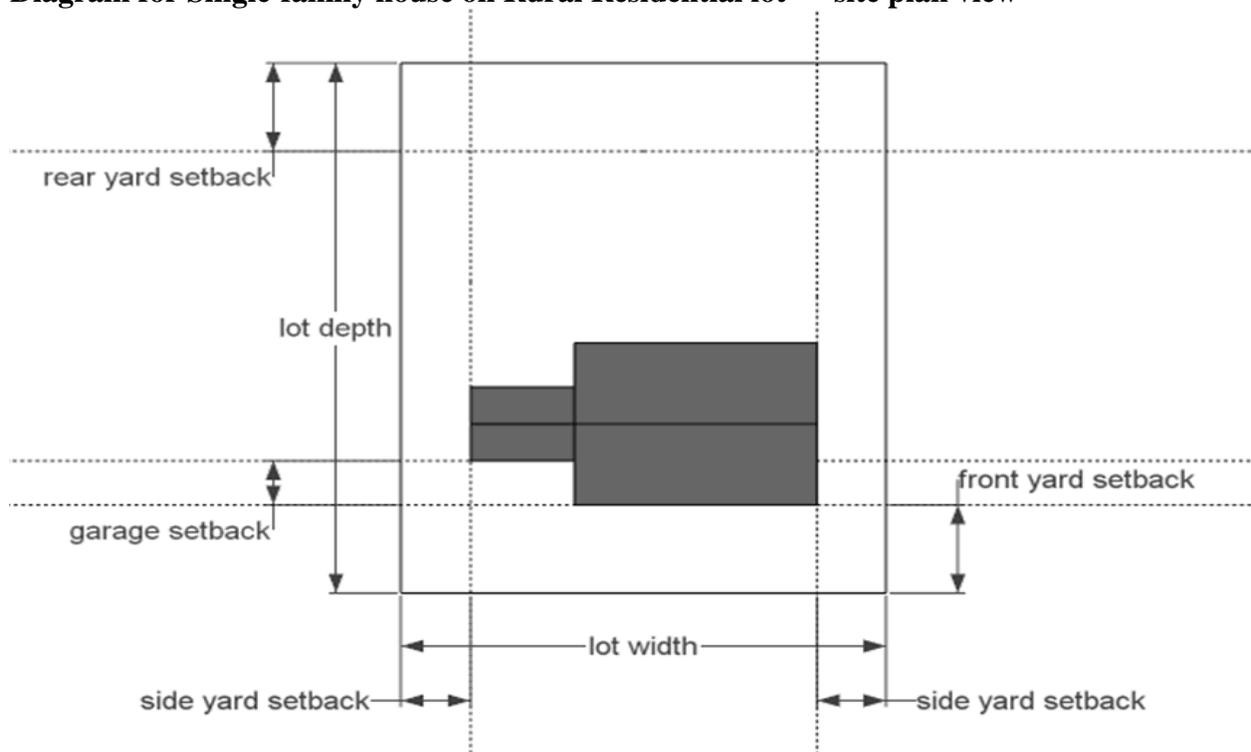


Diagram for Single-family house on Rural Residential lot — site plan view



- B. Single-family house on Residential lot.
 - 1. Development standards.

Development Standards						
	ZONES/LOT TYPE					
	R-15,000	R-10,000	R-7,000	Infill R-7,000	Infill R-7,000	SFR corner duplex
SITE SPECIFICATIONS						
Minimum lot size (sq. ft.).	15,000	10,000	7,000	5,000	3,500	10,000
Minimum width (ft.).	85	70	60	50	40	100
Min. width — corner lot (ft.).	100	85	75	60	50	
Minimum depth (ft.).	120	100	100	85	75	100

BUILDING PLACEMENT						
Front plane build-to line (ft.).	20-32	16-28	14-26	12-20	10-18	16-28
Required minimum porch size (feet x feet).	6 x 12	6 x 12	6 x 12	6 x 10	6 x 8	6 x 12
	To the satisfaction of the Director, an alternative frontage feature may be proposed in lieu of a porch if it achieves the same design intent and variation.					
Porch encroachment.	Up to additional 6' beyond front plane build-to line					
Garage location.	All garages shall be located at or behind the wall plane where the front entrance is located. A homebuilder with a subdivision with at least four floor plans may have one floor plan that has a garage located in front of the front entrance plane.					
Rear yard (ft.).	20	20	15	12	0	N/A
Interior side yard: min. (ft.).	5	5	5	5	0	10
Interior side yard: sum of two yards (ft.).	20	15	15	10	10	N/A
Street side yard (ft.).	15	15	10	10	10	N/A
BUILDING SIZE AND MASSING						
Lot coverage (percentage).	40%	40%	50%	55%	60%	45%
Building height (ft.).	35	35	35	35	35	35
PARKING						

Number of parking spaces.	2 spaces within an enclosed garage (Section 17.08.100)
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- a. A tandem garage parking arrangement may be considered if the applicant cannot meet the requirement to place a two-car garage behind the plane of the house.
- b. Corner lots featuring side yard driveway access require a minimum 20-foot driveway and street side yard setback.

Diagram for Single-family house on Residential lot — perspective view

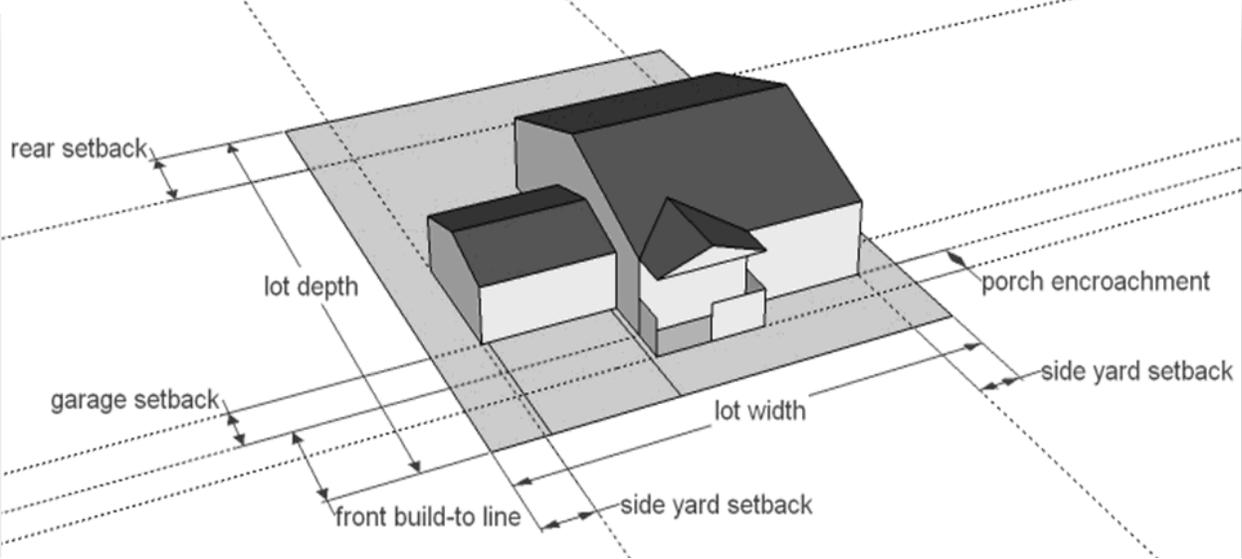


Diagram for Single-family house on Residential lot — site plan view

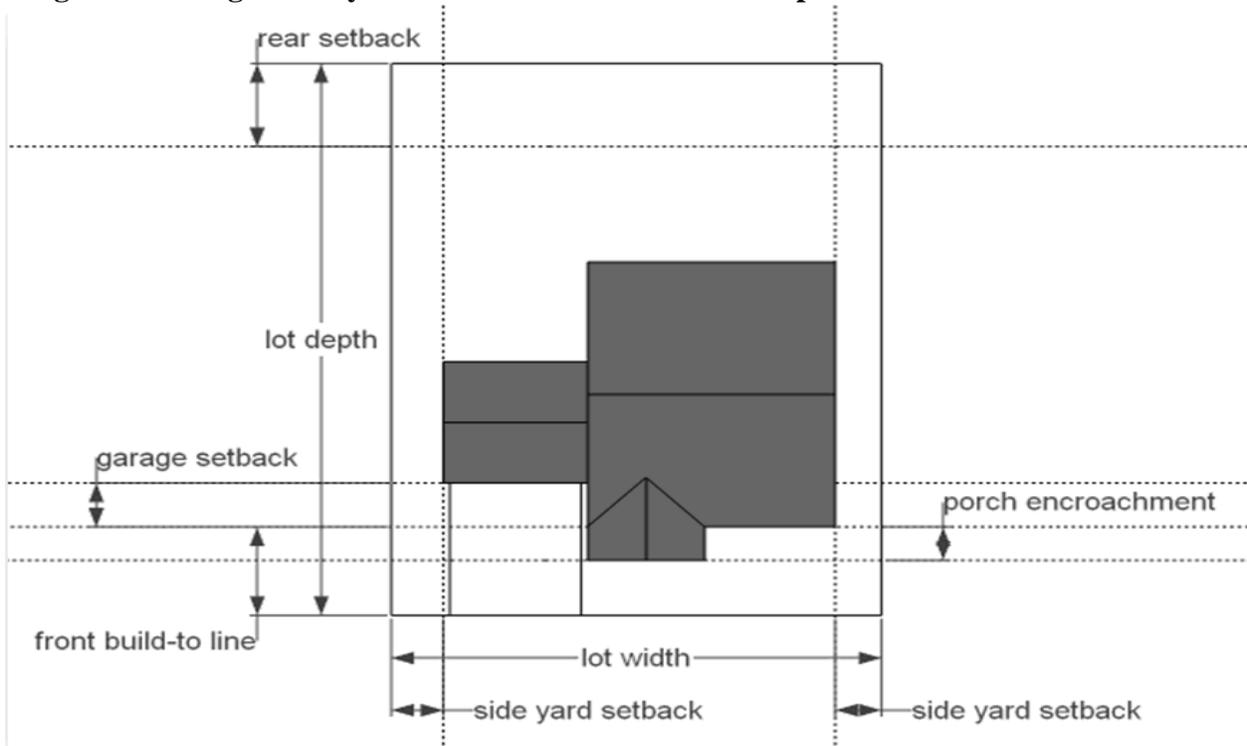


Diagram for Single-family house on Infill Residential lot — perspective view

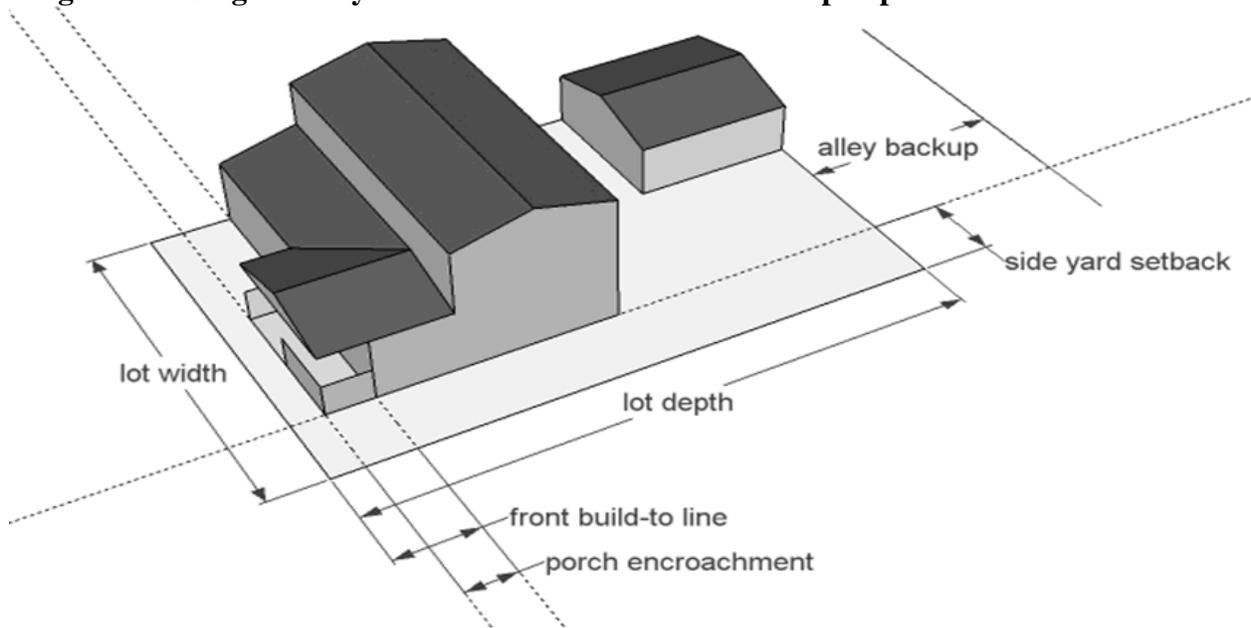


Diagram for Single-family house on Infill Residential lot — site plan view

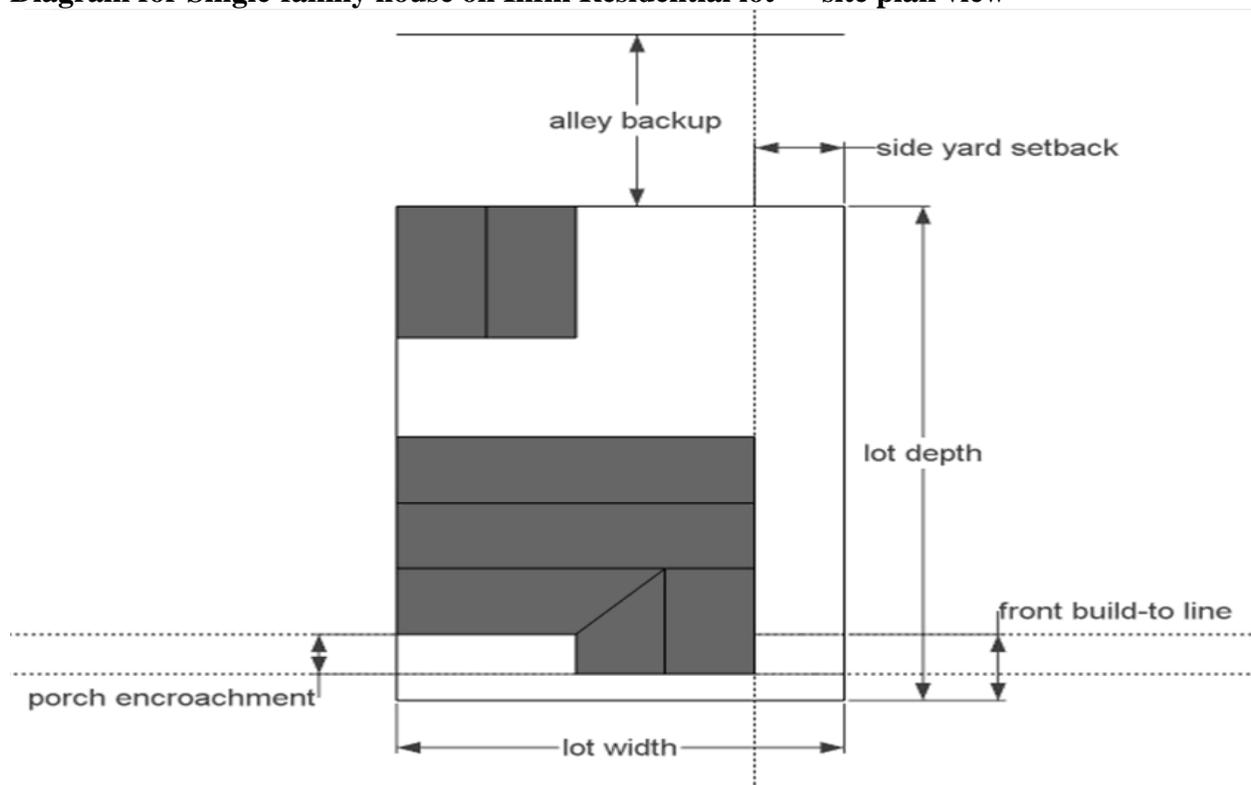


Diagram for Duplex on Corner Residential Lot — perspective view

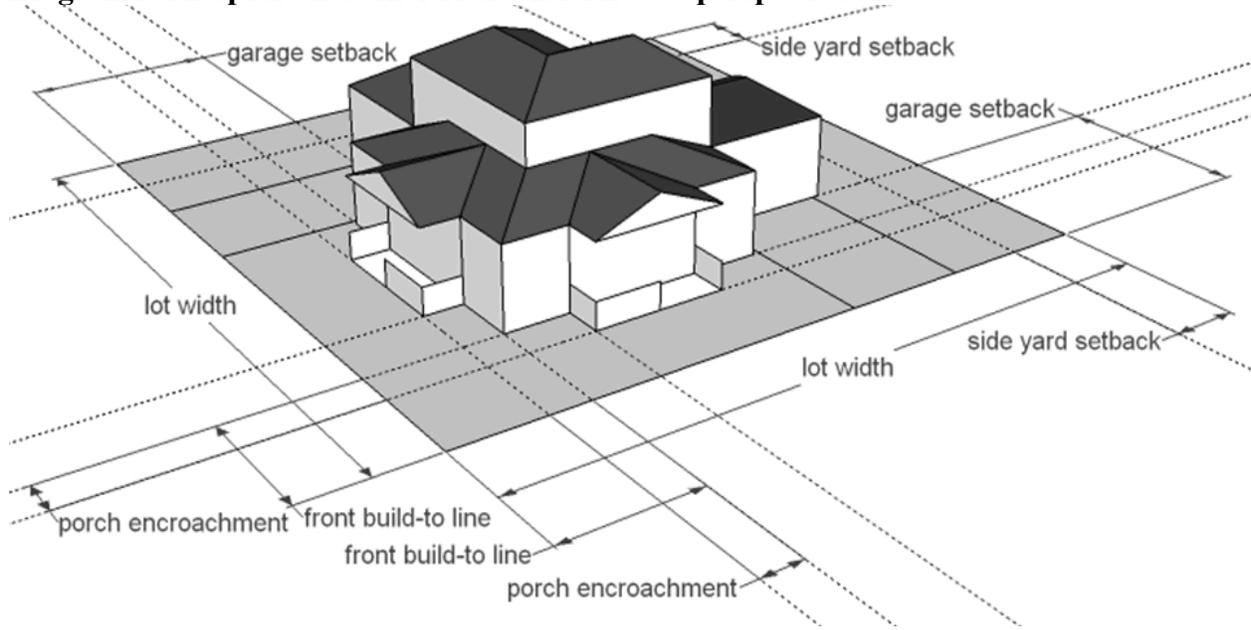
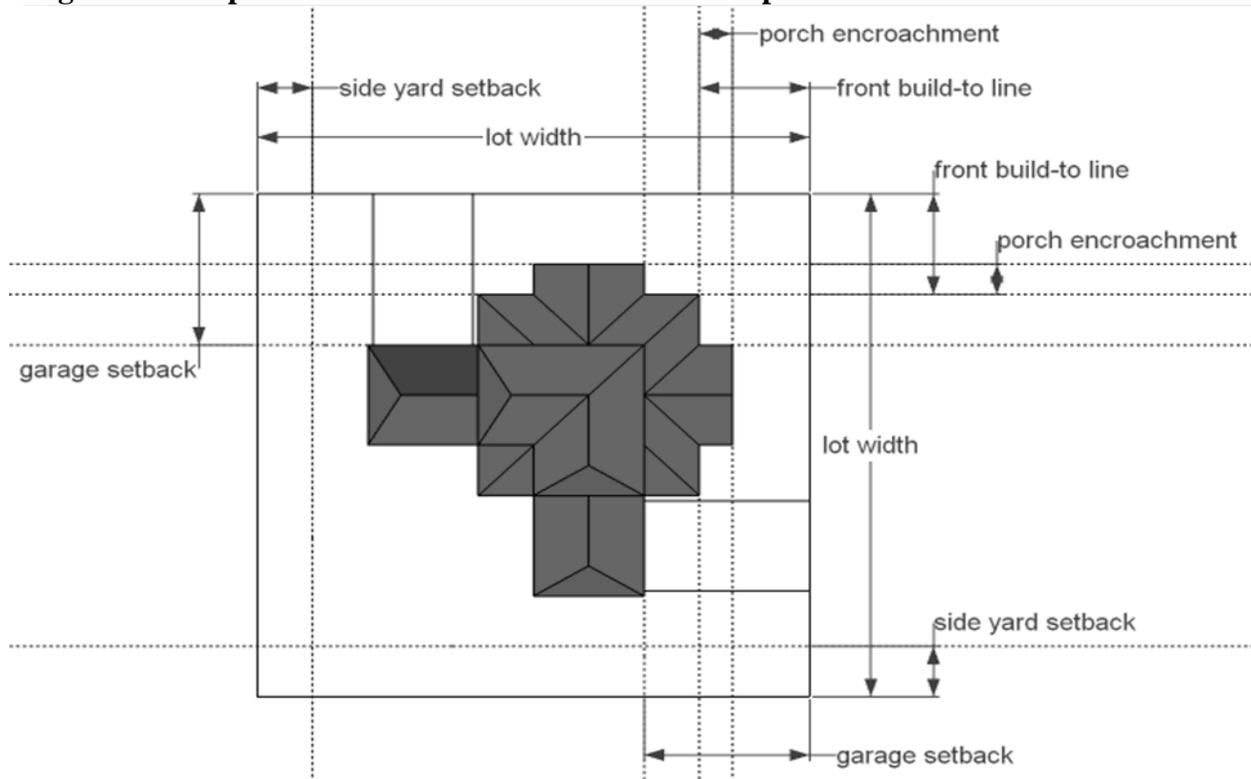


Diagram for Duplex on a Corner Residential lot — site plan view



C. Small apartment/condominium building/complex (two to fifteen (15) units).

1. Development standards.

Development standards	
	MDR or HDR ZONE
SITE SPECIFICATIONS	
Minimum lot size (sq. ft.)	6,000
Minimum width (feet).	60
Minimum width - corner lot (feet).	80
Minimum depth (feet).	100
BUILDING PLACEMENT	
Front build-to line.	

Fronting local, collector, or other residential street with on-street parking (feet). Transitional infill design guidelines apply (Section 17.08.070.D).	0-12
Fronting local, collector, or other residential street with on-street parking and adjacent to single-family uses along the same street (feet).	8-20
Fronting arterial street with no on-street parking (feet).	20-32
Rear yard (feet).	15
Interior side yard (feet).	10
Street side yard (feet).	15
BUILDING SIZE AND MASSING	
Lot coverage (percentage).	50%
Building height within 100 feet of SFR zone (feet).	35
Maximum building height (feet).	55
PARKING	
Location of on-site parking.	Behind the front façade of the residential building
Number of parking spaces.	Per Section 17.08.100
OPEN SPACE	
Required usable open space/recreation area.	Minimum 8% of lot area, minimum 20' width and depth
LANDSCAPING	
Required landscaping (percentage).	Minimum 15% of lot area
SOLAR PROVISION	

Minimum photo-voltaic kW per unit per Section 17.08.305.	0.5 kW
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- a. On-site management shall be provide for apartments four units or greater.
- b. A minimum four feet by four feet covered entryway shall be provided for each apartment or condominium unit. The entryway may be enlarged and designed as a porch.
- c. Required amenities for units in a small apartment include in-unit laundry hook-ups.
- d. Required amenities for units in a small condominium, beyond those required for apartments, include garage parking with storage shelves for each unit, and a minimum four feet by eight feet porch, patio, or balcony area.
- e. Other site amenities may include a barbeque area, pool, recreation courts, and shall be centrally located and easily accessible for residents.
- f. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
 - 1. Locate trash enclosures away from view, from primary entrances drive or streets;
 - 2. Design the trash enclosure to be a minimum of 165 square feet;
 - 3. Accommodate source separation of recyclable materials in accordance with State requirements;
 - 4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and
 - 5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

Diagram for small apartment — perspective view

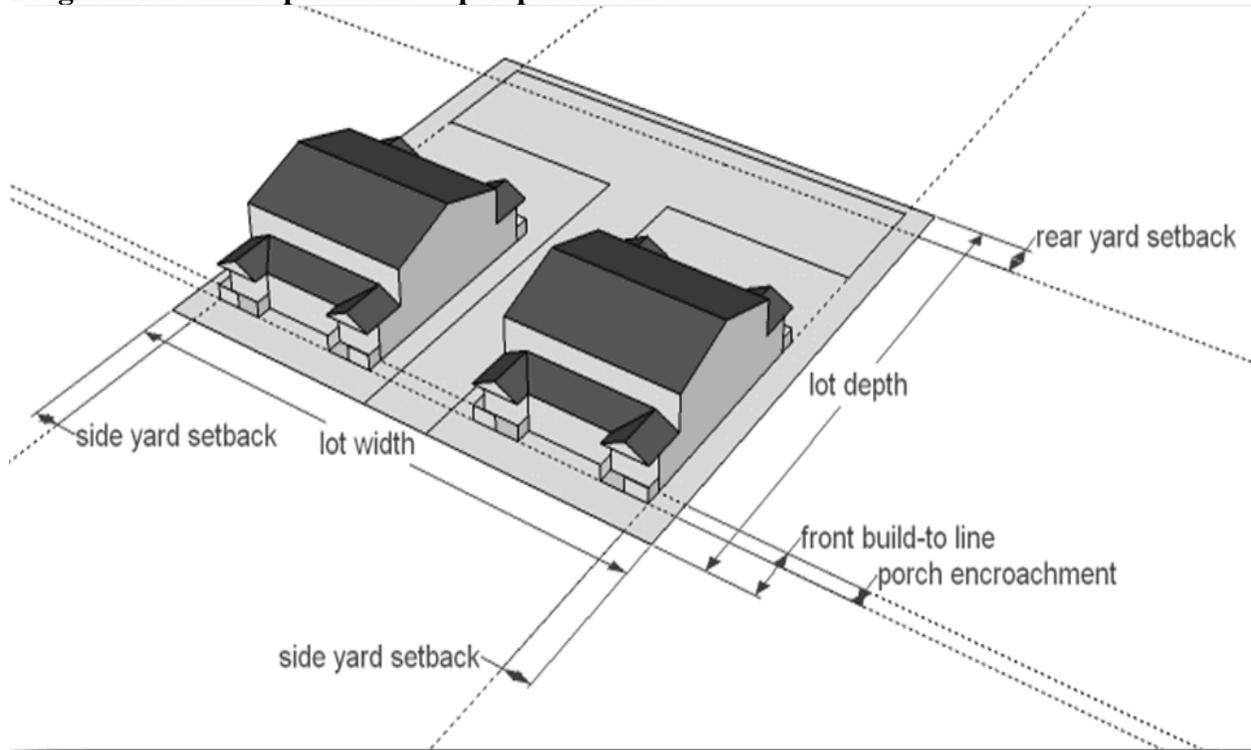
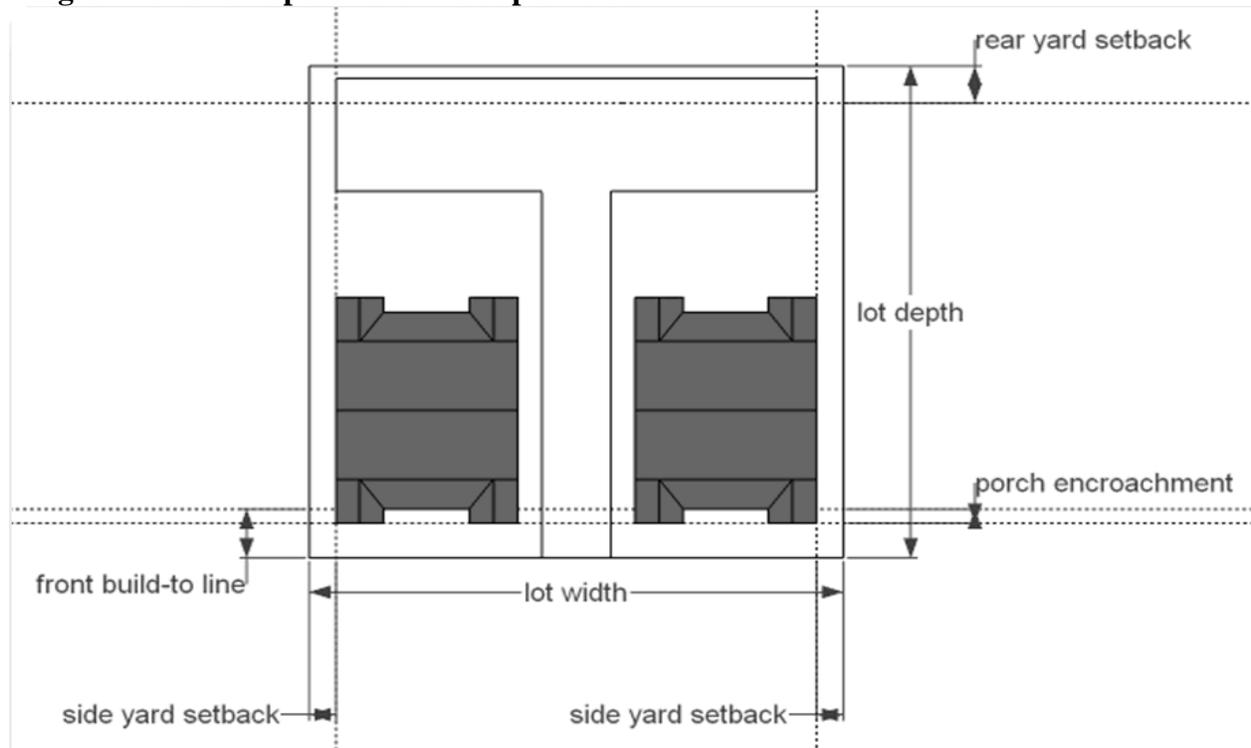


Diagram for small apartment — site plan view



D. Large apartment/condominium building/complex (sixteen (16) or more units).

1. Development standards.

Development standards	
	MDR or HDR ZONE
SITE SPECIFICATIONS	
Minimum lot size (sq. ft.)	6,000
Minimum width (feet).	60
Min. width — corner lot (feet).	75
Minimum depth (feet).	100
BUILDING PLACEMENT	
Front build-to line.	
Fronting local, collector, or other residential street with on-street parking (feet). Transitional infill design guidelines apply (Section 17.08.070.D).	0-12
Fronting local, collector, or other residential street with on-street parking and adjacent to single-family uses along the same street (feet).	8-20
Fronting arterial street (feet).	20-32
Rear yard (feet).	15
Interior side yard (feet).	15
Street side yard (feet).	20
BUILDING SIZE AND MASSING	
Lot coverage (percentage).	50%
Building height within 100 feet of SFR zone (feet).	35

Maximum building height (feet).	72
PARKING	
Location of on-site parking.	40 ft. from front property line
Number of parking spaces.	Per Section 17.08.100
OPEN SPACE	
Required usable open space/recreation area.	Minimum 8% of lot area, minimum 50' width and depth
LANDSCAPING	
Required landscaping (percentage).	Minimum 15% of lot area
SOLAR PROVISION	
Minimum photo-voltaic kW per unit per Section 17.08.305.	0.5 kW

- a. On-site management and security shall be provided for all large apartment complexes. Specific security provisions may include cameras, alarms, or active security guard surveillance, to the satisfaction of the Director.
- b. Required amenities for units in a large apartment include in-unit laundry hook-ups, and community pool and recreation room.
- c. Required amenities for units in a large condominium, beyond those required for apartments, include garage parking with storage shelves for each unit, and a minimum four feet by eight feet porch, patio, or balcony area.
- d. Other amenities for units in a large multi-family complex may include courts for basketball, tennis or other sports, indoor gym, outdoor dog park, or daycare center.
- e. All amenities shall be centrally located and easily accessible for residents.
- f. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
 1. Locate trash enclosures away from view, from primary entrances drive or streets;
 2. Design the trash enclosure to be a minimum of 165 square feet;

3. Accommodate source separation of recyclable materials in accordance with State requirements;
4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and
5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

Diagram for large apartment — perspective view

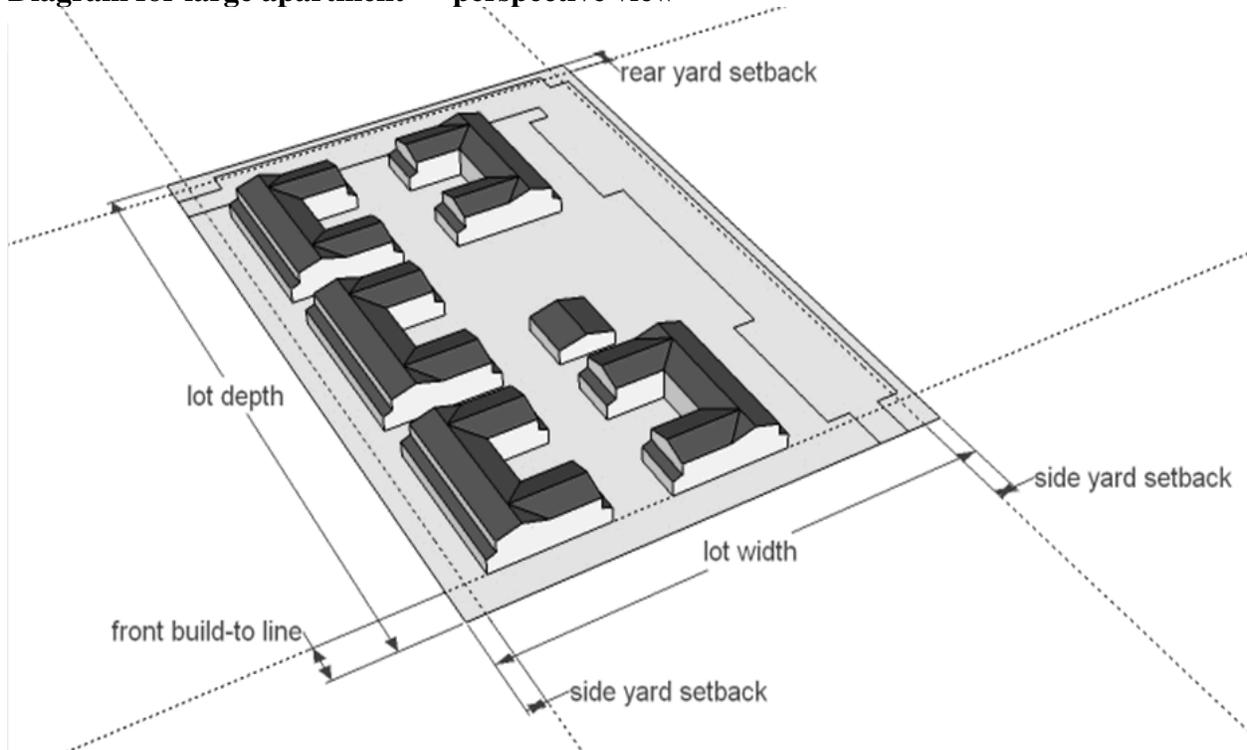
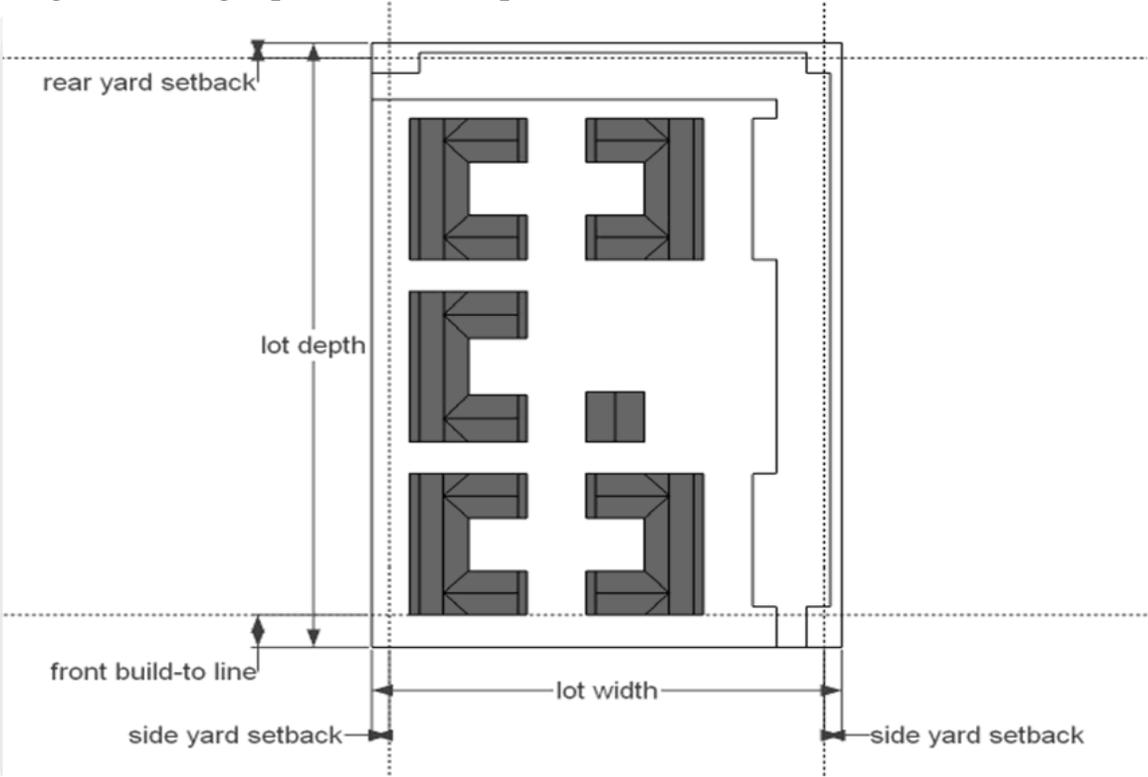


Diagram for large apartment — site plan view



(Ord. No. 989, § 1, 4-9-2013; Ord. No. 1020, § 4, 2-14-2017)

17.12.130 - Property development regulations.

A. General Regulations.

1. No new building or commercial coach shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section or Article X of Chapter 17.40, Commercial Coaches as Temporary Offices, which are pertinent to its placement on said lot or parcel.
2. No existing building or commercial coach located on an existing legal lot or parcel of land shall be convened, enlarged or moved unless said building, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines, or policies and subsection B of this section or Article X of Chapter 17.40, Commercial Coaches as Temporary Offices, which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created and no building, or portion thereof, existing on such new lot shall be used, unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section which are pertinent to the area and dimensions for new lots and the placement or location of buildings on said lot.

B. C Zone. Wherever property is designated as a C zone on the zoning map the following regulations, specific or general, shall apply:

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section, except those lots created within the boundaries of an approved shopping center to accommodate individual tenants. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)

	Minimum	Minimum	Minimum
Zone	Lot Area	Lot Width*	Lot Depth
C	10,000 sq. ft.	100 ft.	100 ft.

* Also denotes minimum street frontage.

See Section 17.40.070, 17.40.080, 17.40-.090A or 17.40.090B in the event public use or required street dedication would reduce the net lot area, lot width, or lot depth of an existing lot to less than the required minimum.

2. Yard Requirements.

- a. Additions or modifications to buildings or uses, either constructed or having received building permit approval, or having been legally established prior to May 4, 1983, may be

allowed with respect to yards of lesser dimension than required in this subsection where, in the opinion of the Director, allowing less than full compliance with the yard requirements would impose no substantial detriment to abutting property or improvements thereon. In rendering a decision on whether to allow a reduction of the required yard, the Director shall consider whether:

(See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.)

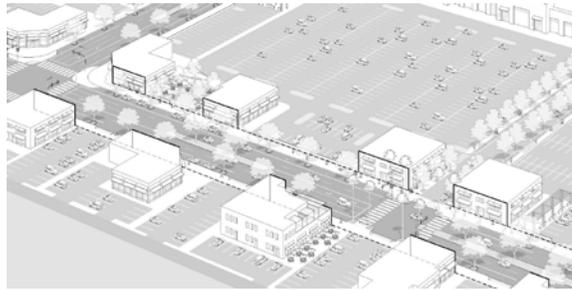
- 1) There are special circumstances or exceptional characteristics applicable to the property involved which are not generally applicable to other properties in the same vicinity with the same zoning;
- 2) An adjustment (if authorized) will constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning; and
- 3) The strict application of the yard requirements would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the yard requirements.

In no case shall the Director's approval of the reduction of a required yard relieve the applicant/property owner from complying with minimum landscape requirements established by this title, unless such relief is specifically approved by the Director. (See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.)

- b. Setbacks, building placement, and building design shall be provided as follows. Guidance in the application of these requirements is provided by adopted city design guidelines and various diagrams contained within this code:

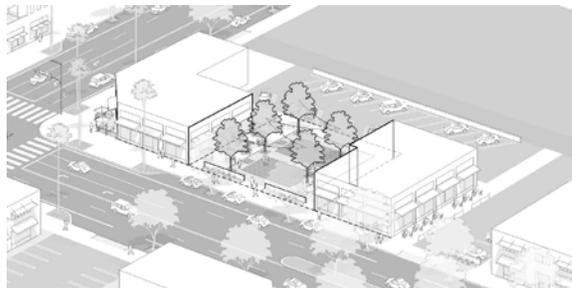
- 1) Street Frontages.
 - a) Street Frontage-Build-To Line. A "build-to" line for street frontages is established as follows. This "build-to" line shall apply to all street frontages adjacent to a property where pedestrian or vehicular access is available from that frontage:
 - (1) Arterial Street: Zero (0) to twelve (12) feet.
 - (2) All Other Streets: Zero (0) to six (6) feet.
 - b) Building Placement. Except as provided in Section 17.12.130.B.2.b.1) c), building placement on a property shall comply with the following requirements.
 - (1) New buildings, or additions to existing buildings, shall be designed and located so that a minimum of fifty (50) percent of the street frontage(s) has buildings located at the established "build-to" line for the parcel.
 - (2) Vehicular driveways and parking areas shall not be located between the façade of a building located at the "build-to" line and the back of the public sidewalk.
 - (3) In areas of the site where buildings are not located at the established "build-to" line, a minimum landscaped area of ten (10) feet in width shall be provided from the back of the sidewalk to any parking area. Such width

may be reduced by the approving authority where a parkway design is used to separate the sidewalk from the street curb. Landscaping installation and maintenance shall be in accordance with the requirements of Chapter 8.50.



Example of Building Placement at Build-To Line for 50% of Street Frontage
Diagram Courtesy of Sargent Town Planning

- c) Exceptions to Building Placement Requirements. Exceptions to the requirement for building placement established in subsection may be granted by the approval authority in the following circumstances:
 - (1) In the case of a commercial center, an exception may be granted where an anchor tenant requires a specific dimension for a "view corridor" from the adjacent street.
 - (2) On a corner lot situation, an exception may be granted to reduce the minimum fifty (50) percent requirement on one of the frontages where another frontage exceeds the minimum requirement and the overall intent of the build-to line requirement is met.
 - (3) Where people-oriented activity areas, such as outdoor dining locations, are provided at the build-to line and designed in such a way as to meet the intent of the "build-to" line, an exception may be granted.
 - (4) Where a drive-through lane is provided between the building and the "build-to line", an exception may be granted if the building provides, as required in Section 17.12.130.B.2.b.2), sufficient design features facing the street frontage(s).



Example of Placement of Outdoor Activity Areas Along Street Frontage at Build-To Line
Diagram Courtesy of Sargent Town Planning

- 2) Building Design Requirements. All buildings located entirely or partially at the "build-to" line shall meet the requirements as stated below. Determination of the

appropriate building design elements shall be guided by Section 17.12.230 and the adopted city design guidelines.

a) Building Façades facing Street Frontage(s).

- (1) Buildings shall generally be oriented so that the rear of the building does not directly face the adjacent street frontage(s). The approving authority may approve an exception to this where sufficient design elements, including but not limited to building fenestration, building materials, pedestrian access points into and through the building, and other techniques are provided to meet the design intent of the code.
- (2) Design of building façades facing a street shall provide the appearance of a storefront. Design elements may include arcades, patios, awnings, and overhangs as appropriate to enhance appearance and use of the space.

b) Public Entrances.

- (1) Except as provided under subsection ii., all buildings located entirely or partially at the "build-to" line shall have a public entrance directly facing the street frontage, and provide direct pedestrian access to the entrance from the adjacent street frontage.
- (2) A public entrance may be located on the side of a building not directly facing a street frontage provided that the entrance is clearly visible to people from the adjacent street, direct public access is provided, and the building façade directly facing the street has sufficient fenestration and other design elements and treatment to create a visible connection with that street frontage.



Building Entrance and Treatment for Side-On Design
Diagram Courtesy of Sargent Town Planning

- 3) Interior side yard and rear yard: Ten (10) feet where abutting a residential zone.

3. Height Regulations. The height of buildings shall be as follows:

- a. No building or structure in the C zone shall exceed a height of 50 feet or 3 stories, whichever is less. This section does not apply to conditional use permit uses which shall be subject to Article I of Chapter 17.32. (See Article XII of Chapter 17.40 for general exceptions.)
- b. No commercially used building in the C zone which is within 100 feet of any RR, SRR, or R zone shall exceed a height of 2 stories or 35 feet, whichever is less.

- c. No building may be constructed which would shade any existing active solar energy system on adjoining property without the consent of the affected property owner.
 - d. Exception for Solar Systems. Solar collectors may exceed the height limit when mounted on the roof of a legal, conforming building. The right to exceed the height limit shall be exercised only in the event that: there is no other practical means or location for achieving an efficient placement on the building or site in question; such collectors may exceed the height limit only to the extent necessary to achieve efficient placement; in no case shall such solar collectors (or related equipment) encroach more than 5 feet beyond the limit. Also the placement of a solar collector shall not shade or otherwise diminish the efficiency of existing solar collectors on neighboring property, or preclude such property from sufficient solar access to successfully operate a solar energy system sufficient to serve the needs of the business or occupants.
4. Reserved.
5. Landscaping. No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot.
6. Outside display. All displays shall be located wholly within an enclosed building with the exception of the following:
- a. Amusement rides and devices;
 - b. Automobile sales, limited to automobiles, tractors, and trucks under 2 tons held for sale and rental only;
 - c. Automobile service stations, limited to automobile accessories and facilities necessary to the dispensing of petroleum products only;
 - d. Boat sales, limited to boats held for sale or rental only;
 - e. Carnivals—Commercial;
 - f. Christmas trees and wreaths, sale of;
 - g. Crops, field, tree, bush and row, including nursery stock, flowers and vines;
 - h. Electric distribution substations;
 - i. Equipment rental;
 - j. Gas metering and control stations, public utility;
 - k. Mobilehome sales, limited to mobilehomes held for sale or rental only;
 - l. Parking lots;
 - m. Pumpkins and other seasonal agricultural products, sale of;
 - n. Recreational vehicle sales, limited to recreational vehicles held for sale or rental only;
 - o. Signs, existing outdoor advertising;
 - p. Temporary outdoor sales subject to Section 17.12.070;
 - q. Trailer sales, box and utility, limited to trailers held for sale only.
7. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:

1. Locate trash enclosures away from view, from primary entrances drive or streets;
2. Design the trash enclosure to be a minimum of 165 square feet;
3. Accommodate source separation of recyclable materials in accordance with State requirements;
4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and
5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

(Ord. 711 §§ 15, 44 (part), 1995: prior zoning ord. § 221.050)

(Ord. No. 907, § 5, 10-28-2008; Ord. No. 1016, § 3, 12-13-2016; [Ord. No. 1028, § 1, 7-11-2017](#))

17.12.150 - Signs—General provisions.

- A. The provisions of this section regulating signs shall not apply to the following signs except as otherwise indicated herein:
1. Official notices issued by any court, public body or public officer;
 2. Notices posted by any public officer in performance of a public duty, or for any person in giving legal notice;
 3. Traffic, directional, warning or informational signs or banners required or authorized by the public authority having jurisdiction over such signs;
 4. Official signs used for emergency purposes only;
 5. Permanent memorial or historical signs, plaques or markers;
 6. Public utility signs, provided such signs do not exceed 3 square feet in area;
 7. Any signs for a shopping center of 10 net acres or more which are lawfully erected in accordance with a city-approved sign program required as a condition of approval of the conditional use permit authorizing the shopping center;
 8. Any signs for a shopping center of less than 10 net acres which are lawfully erected in accordance with a city-approved sign program required as a condition of the site plan approval.
- B. Prohibited Signs. The following signs shall be prohibited in the C zone and may not be included in any sign plan.
1. Signs which contain or utilize:
 - a. Any exposed incandescent lamp,
 - b. Any revolving beacon light,
 - c. Any continuous or sequential flashing operation, except signs displaying time of day, atmospheric temperature or having programmable electronic public service messages only,
 - d. Any system for display of time of day, atmospheric temperature or programmable electronic public service messages in which:
 - 1) The messages are not public service in nature, or
 - 2) The proposed display has any illumination which is in continuous motion or which appears to be in continuous motion, or
 - 3) The message is changed at a rate faster than one message every 4 seconds, or
 - 4) The interval between messages is less than one second, or
 - 5) The intensity of illumination changes, or
 - 6) The display is located less than 100 feet on the same side of the street, or 200 feet across the street, from residentially zoned property;
 2. Any notice, placard, bill, card, poster, sticker, banner, sign, advertising or other device calculated to attract the attention of the public which any person posts, prints, sticks, stamps,

tacks or otherwise affixes, or causes the same to be done to or upon any street, right-of-way, public sidewalk, crosswalk, curb, lamppost, hydrant, tree, telephone pole or lighting system, or upon any fixture of the police or fire alarm system of the city of Lancaster or the county of Los Angeles;

3. Any sign which is placed in a manner which would obstruct a driver's or pedestrian's vision and thus create a hazard, or potential hazard, to the public health, safety or welfare;
 4. Any strings of pennants, banners or streamers, clusters of flags, strings of twirlers or propellers, flares, balloons, and similar attention-getting devices, including noise-emitting devices, with the exception of the following:
 - a. Automobile sales uses only may utilize pennants, banners or streamers subject to the following conditions:
 - 1) All such displays must be positioned horizontally and parallel to the ground and shall maintain a minimum height of 14 feet and a maximum height of 18 feet from grade level.
 - 2) All lines supporting such devices shall be secured in a taut manner and shall exhibit no more than 5 inches sag or droop at midline. No more than 3 such lines may be placed above one another and such lines shall be located along street frontages only.
 - 3) All pennants, banners or streamers shall be maintained in good condition. Such devices which have become torn, tattered, faded or otherwise fallen into disrepair shall be removed or replaced.
 - b. National state, local governmental, institutional or corporate flags properly displayed,
 - c. Holiday decorations in season used for an aggregate period of 60 days in any one calendar year;
 5. Awning or entrance canopy signs;
 6. Devices dispensing bubbles and free-flowing particles of matter;
 7. Devices projecting, or otherwise reproducing the image of a sign or message on any surface or object;
 8. New outdoor advertising signs;
 9. Portable signs;
 10. Projecting signs;
 11. Revolving signs of any kind;
 12. Roof signs;
 13. Sidewalk signs;
 14. Signs advertising or displaying any unlawful act, business or purpose;
 15. Signs emitting or amplifying sounds for the purpose of attracting attention;
 16. Temporary signs, except as otherwise specifically permitted by this title.
- C. General Sign Regulations. The following regulations apply to all signs in the C zone:

1. In no case shall a lighted sign or lighting device thereof be placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a street, sidewalk or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance.
 2. Existing outdoor advertising signs are subject to Section 17.40.210.
 3. Signs, except outdoor advertising signs, may be single-, double- or multi-faced, provided that:
 - a. The distance between the faces of any double-faced sign, other than a "V" shaped projecting sign, shall not exceed 36 inches.
 - b. The separation between the intersecting faces of any multi-faced sign shall not exceed 12 inches.
 4. Any sign located on vacant and unoccupied property, and which was erected for an occupant or business unrelated to the present occupant or business, or any sign which pertains to a time, event or purpose which no longer exists shall be removed within 30 days after the purpose for, or use utilizing such sign has been removed from such property.
 5. Any permitted sign may be a changeable copy sign.
 6. All signs shall be designed in the simplest form and be free of any exposed bracing, angle iron, guy wires, cables or similar devices.
 7. The exposed backs of all signs visible to the public shall be suitably covered, finished and properly maintained.
 8. All signs shall be maintained in good repair, including display surfaces which shall be kept neatly painted or posted.
 9. Any sign which does not conform to the provisions of this title shall be made to conform or shall be removed as provided in subsection B.4. of Section 17.32.850 except as provided in Section 17.32.850B.4.c.
 10. Except where otherwise specifically provided by this title, sign regulations established pursuant to this title shall not apply to signs within a building, arcade, court or other similarly enclosed area where such signs are not visible to the public without entering such facilities.
 11. The height of all signs shall be measured from the highest point of the sign.
- D. Computation of Sign Area. Computation of the surface area of any sign face shall consist of all lettering, figures, symbols, designs and pictures, together with all framing, background material, colored or illuminated areas, and attention-attracting devices forming an integral part of the overall display, but excluding all support structures, except that:
1. Superficial ornamentation of a non-message-bearing character which does not exceed 5% of the surface area of the sign face shall be exempted from computation.
 2. Wall signs painted on or affixed directly to a building wall or façade, and having no discernible boundary, shall have the areas between letters, words intended to be read together, and any device intended to draw attention to the sign message included in any computation of surface area of the sign face.
 3. Signs placed in such a manner, or bearing a text, as to require dependence upon each other in order to convey meaning shall be considered one sign and the intervening areas between the signs shall be included in any computation of surface area of the sign face.

4. Spherical, cylindrical or other 3-dimensional signs shall be considered to have 2 faces. The area of each sign face shall consist of $\frac{1}{2}$ of the total area of the 3-dimensional sign.

(Ord. 711 § 15 (part), 1995; prior zoning ord. § 221.061)

17.12.160 - Business signs.

Business signs may be permitted in the C zone subject to Section 17.12.230, and the restrictions of this section. For more information concerning specific types of signs see Section 17.04.240, Definitions.

A. Wall Business Signs.

1. Area Permitted.

- a. Each ground floor business establishment fronting on and/or oriented toward one or more streets may be permitted (See Section 16.04.060 of this code for the definitions of the different classifications of streets):
 - 1) On lots or parcels abutting or directly across a local or collector street from residentially zoned property, a maximum of one square foot of wall sign area for each one linear foot of building frontage;*
 - 2) On all other lots or parcels a maximum of 3 square feet of wall sign area for each one linear foot of building frontage;
 - 3) If building identification signs are used, the area of such signs shall be subtracted from the area permitted for wall signs.

* EXCEPTION. In instances where businesses abut residentially zoned property but the proposed signs do not face toward residentially zoned property, the Director may determine the amount of signage to be permitted not to exceed the maximum of 3 square feet for each one linear foot of building frontage.

- b. Where a ground floor business establishment fronts only on a parking lot, alley, open mall, landscaped open space, or other public way, the exterior building wall facing such parking lot, alley, open mall, landscaped open space, or other public way shall be considered a building frontage for purposes of computing permitted wall sign area.
- c. A ground floor business establishment having entrances intended for and regularly utilized by the public on the side of a building not considered to be building frontage by this section shall be permitted one wall sign on each such side provided the sign does not exceed $\frac{1}{2}$ the sign area permitted on the building frontage of said business. Where a business has more than one building frontage recognized by this section, an average of the permitted sign areas shall be used in computation. The combined area of all signs shall not exceed that specified in subsection A.1. of this section.
- d. Except as provided in subsection A.1.c. of this section, permitted sign area shall be used only on the face of the building wall for which it was calculated. No sign area may be transferred from one building frontage to another.
- e. Any building containing business establishments which front only on an indoor mall having a limited number of entrances, shall be considered a single establishment for the purpose of computing the wall sign area permitted on the exterior walls of such building.
- f. Each ground floor business establishment shall be permitted a minimum sign area of 20 square feet for each building frontage.

- d. Location of Signs on All Lots and Parcels.
 - 1) Monument and post signs shall not be located nearer than 50 feet from any lot line, other than a lot line adjoining a street.
 - 2) Monument and post signs shall not be located nearer than 150 feet from any other freestanding business sign on the same frontage on the same lot, parcel of land, or within any shopping center.
 - 3) Monument and post signs shall be directed toward the street frontage from which the area of the sign is computed.
- e. Projection.
 - 1) Monument and post signs shall not project over the roof of any building or structure.
 - 2) Monument and post signs shall not project over any public right-of-way.
- f. Movement. Monument and post signs shall not rotate, move or simulate motion in any way.
- g. Lighting. Monument and post signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- h. Other requirements for monument signs.
 - 1) Sign copy shall be displayed within one sign structure. No other signage shall be attached to or placed on the monument sign.
 - 2) All electrical service to the sign shall be underground and hidden from view.
- i. Exceptions.
 - 1) If a lot or parcel of land is a corner lot, the distances of any 2 intersecting street frontages may be combined and considered as a single frontage for the purpose of erecting and/or maintaining a single freestanding business sign adjacent to the corner formed by the intersecting street frontages, provided that:
 - a. The total combined distance of the 2 street frontages is 150 feet or more with no frontage less than 50 feet; and
 - b. No street frontage shall be used in combination as described herein more than once; and
 - c. Such sign or signs comply with all area, height, projection, lighting, movement, and locational requirements established elsewhere in this title.
 - 2) If any application for Director's Review, including a site plan and an architectural sketch of the proposed sign, is first submitted to and approved by the Director as provided in Article VI of Chapter 17.32, the street frontages of 2 or more contiguous lots or parcels of land may be combined and considered as a single frontage for the purpose of jointly erecting and/or maintaining one freestanding business sign, provided that:
 - a. The combined street frontage is 150 feet or more; and
 - b. Such lots or parcels of land share a common street frontage; and

- c. Such sign complies with all area, height, projection, lighting, movement and locational requirements established elsewhere in this title; and
 - d. If one such lot is a corner lot, only frontage along the street common to all lots or parcels of land so combined shall be used in these computations and all other frontages shall be considered separately.
- 3) If an application for Director's Review, including a site plan and an architectural sketch of the proposed sign, is first submitted to and approved by the Director as provided in Article VI of Chapter 17.32, one monument sign 42 inches or less in height may be erected and/or maintained on a lot or parcel of land having less than 150 feet of continuous street frontage. However if a monument sign greater than 42 inches in height or a post sign is desired by the applicant the Director, in approving any such application shall make the following findings in addition to those specified in Section 17.32.790:
- a. That no freestanding business sign currently exists on the subject property; and
 - b. That it is not practical for the applicant to combine the street frontage of said property with the frontage of one or more contiguous properties in order to comply with the minimum frontage requirement pursuant to subsection B.1. of this section; and
 - c. That surrounding buildings, structures or topographical features would substantially obstruct the visibility of a wall sign as permitted by this section for a distance of 100 feet, on one or both sides of such sign, measured along the center line of the street upon which such property fronts; and
 - d. That the requested sign is necessary for the effective identification of businesses located on said premises; and
 - e. That the requested sign will not obscure or significantly detract from existing legal signing located on surrounding properties; and
 - f. That the requested sign does not constitute a detriment to public health, safety and welfare; and
 - g. That the requested sign is in compliance with all other provisions of this title.
- 4) If the obstruction referred to in subsection B.9.c.3) of this section is a nonconforming sign, the Director shall require, as a condition of approval, that the proposed sign be removed no later than the date specified by this title for removal of the nonconforming sign. Such date for removal shall not be extended except in the instance where the amortization period for said nonconforming sign has been extended by the approval of an application for nonconforming use and structure review. In such instance, the new removal date shall not extend beyond the new amortization period established for said nonconforming sign.

The maximum permitted area of such sign shall be in the following ratio:

- a. On lots or parcels where the street frontage abuts or is across a local or collector street from residentially zoned property, ½ square foot of sign area for each foot of street frontage up to a maximum of 50 square feet total sign area; and
 - b. On all other lots or parcels, 1½ square feet of sign area for each foot of street frontage up to a maximum of 150 square feet total sign area.
 - 5) Proposals for shopping centers of more than 2 net acres but no greater than 10 net acres shall require the submittal of an overall sign program which is subject to the Director's Review and approval. Shopping centers of greater than 10 net acres in size shall require an overall sign program as a condition of the required conditional use permit.
- 2. Pole and Pylon Signs. Pole and Pylon Signs shall comply with the following standards:
 - a. Number. One sign for each site with a minimum of 150 feet of frontage on a major arterial.
 - b. Height. Maximum of 50 feet. For signs over 50 feet in height a Conditional Use Permit shall apply per Section 17.12.080(j).
 - c. Location. Signs shall be located a minimum of 15 feet from interior side lot lines. Criteria for determining the precise location of signs shall include, but not limited to, visibility from the street, proximity to other signs and buildings, frontage and configuration of the site. Each sign shall have a minimum of 100 square feet of landscaped planter area proportionally surrounding the sign, which shall be in addition to any other required landscaped area.
 - d. Street Address. All signs shall contain a street address.
 - e. Design Guidelines. Signs permitted per this section shall comply with any sign design guidelines that may be adopted by the City or as may be determined by the Director.
 - f. Design Review. All signs shall be reviewed and approved or conditionally approved with a Director's Review or Conditional Use Permit. Factors that the Director or Commission will consider include, but are not limited to the following:
 - 1) That the sign does not interfere with the ability of adjoining properties or uses to have visible signage;
 - 2) That the sign does not detract from architectural features of the building; and
 - 3) That the sign does not interfere with vehicular or pedestrian movement or with visibility for vehicular or pedestrian movements.
- C. Under Marquee Sign. Each business establishment may be permitted under marquee signs subject to the following restrictions:
 - 1. Area permitted: Maximum of 3 square feet total sign area.
 - 2. Number permitted:
 - a. Maximum of 2 per tenant; and
 - b. One for each entrance.

3. Height above sidewalk: Shall not be less than 8 feet.
 4. Lighting. Under marquee signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- D. Window Signs. Each business establishment may be permitted display window signs subject to the following restrictions:
1. Area permitted: Maximum of 25% of the window area.
 2. Lighting. Window signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- E. Incidental Business Signs. Each business establishment may be permitted incidental business signs provided:
1. That such signs are wall signs or window signs or are displayed within an existing freestanding sign structure; and
 2. That such signs do not exceed 3 square feet in sign area or 6 square feet in total sign area; and
 3. That the sum of the sign areas of all such signs does not exceed 10 square feet.
 4. Incidental business signs may be internally or externally lighted but any continuous or sequential flashing operation is prohibited.

(Ord. 711 § 15 (part), 1995: prior zoning ord. § 221.063)

17.12.640 - Property development regulations.

A. General.

1. No new building or commercial coach shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section or Article X of Chapter 17.40 which are pertinent to its placement of said lot or parcel.
2. No existing building or commercial coach located on an existing legal lot or parcel of land shall be converted, enlarged or moved unless said building or commercial coach, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created, or any building, or portion thereof, existing on such new lot be used unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section which are pertinent to the area and dimensions for new lots and those regulations pertinent to the placement or location of buildings on said lot.

B. H Zone.

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)
 - a. Minimum lot area: 40,000 square feet (see Sections 17.40.070 and 17.40.080 in the event public use or required street dedication would reduce the net area of an existing lot to less than 40,000 square feet);
 - b. Minimum lot width: 100 feet (see Section 17.40.090A in the event the width of an existing lot is reduced by public use);
 - c. Minimum lot depth: 100 feet (see Section 17.40.090B in the event the depth of an existing lot is reduced by public use).
2. Yard Requirements.
 - a. Additions or modifications to buildings or uses, either constructed or having received building permit approval, or having been legally established prior to June 15, 1983, may be allowed with yards of lesser dimension than required in this subsection where, in the opinion of the Director, allowing less than full compliance with the yard requirements would impose no substantial detriment to abutting property or improvements thereon. The Director shall then also consider if:
 - 1) There are special circumstances or exceptional characteristics applicable to the property involved which are not generally applicable to other properties in the same vicinity with the same zoning,

- 2) An adjustment (if authorized) will constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning, and
 - 3) The strict application of the yard requirements would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the yard requirements, in rendering a decision on whether to allow a reduction of the required yard. In no case shall the Director's approval of the reduction of a required yard relieve the applicant/property owner from complying with minimum landscape requirements established by this title unless such relief is specifically approved by the Director. (See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.)
- b. Yards shall be provided as follows:
- 1) Front yard, street side yard and interior side yard: 20 feet plus 5 feet for each story over one. No parking shall take place within 20 feet of a property line within a required front or street side yard, such area shall be fully landscaped except where crossed by approved driveways. Parking on lawns or other landscaped areas is prohibited.
 - a) The front yard, street side yard and interior side yard of all uses shall be landscaped with living plant materials such as trees, shrubs and lawn prior to occupancy by any use, shall be served by a permanent automatic irrigation system and shall be maintained as required in this title.
 - 2) Rear yard:* 50 feet.
 - a) Where the rear yard abuts a public street, said yard shall be landscaped in the same manner as required for the front yard for a distance of not less than 20 feet, measured from the street right-of-way line to a line parallel to the right-of-way on the lot or parcel of land.
3. Maximum lot coverage: 50% of the lot area.
4. Landscaping: No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot.
- * EXCEPTION: Solar energy systems are permitted in rear yards and are not counted against lot coverage.
5. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
1. Locate trash enclosures away from view, from primary entrances drive or streets;
 2. Design the trash enclosure to be a minimum of 165 square feet;
 3. Accommodate source separation of recyclable materials in accordance with State requirements;
 4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and

5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

(Ord. 711 § 44 (part), 1995; Ord. 651 § 4 (part), 1993; prior zoning ord. § 224.050)

17.12.800 - Property development regulations.

A. General.

1. No new building shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or temporary commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
2. No existing building or temporary commercial coach located on an existing legal lot or parcel of land shall be converted, enlarged, or moved unless said building, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created or any building, or portion thereof, existing on such new lot be used, unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, which are pertinent to the area and dimensions for new lots and those regulations pertinent to the placement or location of buildings on said lot.

B. OP Zone. Wherever property is designated as an OP zone on the zoning map the following regulations shall apply:

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)

	Minimum	Minimum	Minimum
Zone	Lot Area	Lot Width*	Lot Depth
OP	10,000 sq. ft.	80 ft.	100 ft.

* Also denotes minimum street frontage.

See Section 17.40.070, 17.40.080, 17.40.090 A or 17.40.090B in the event public use or required street dedication would reduce the net lot area, lot width, or lot depth of an existing lot to less than the required minimum.

2. Setbacks, building placement, and building design shall be provided as follows. Guidance in the application of these requirements is provided by adopted city design guidelines and various diagrams contained within this code:
 - a. Street Frontages.

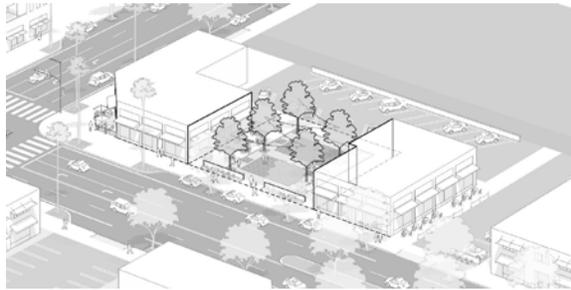
- 1) Street Frontage-Build-To Line. A "build-to" line for street frontages is established as follows. This "build-to" line shall apply to all street frontages adjacent to a property where pedestrian or vehicular access is available from that frontage:
 - a) Arterial Street: Zero (0) to twelve (12) feet.
 - b) All Other Streets: Zero (0) to six (6) feet.
- 2) Building Placement. Except as provided in Section 17.12.800.B.2.a.3), building placement on a property shall comply with the following requirements.
 - a) New buildings, or additions to existing buildings, shall be designed and located so that a minimum of fifty (50) percent of the street frontage(s) has buildings located at the established "build-to" line for the parcel.
 - b) Vehicular driveways and parking areas shall not be located between the façade of a building located at the "build-to" line and the back of the public sidewalk.
 - c) In areas of the site where buildings are not located at the established "build-to" line, a minimum landscaped area of ten (10) feet in width shall be provided from the back of the sidewalk to any parking area. Such width may be reduced by the approving authority where a parkway design is used to separate the sidewalk from the street curb. Landscaping installation and maintenance shall be in accordance with the requirements of Chapter 8.50.



Example of Building Placement at Build-To Line for 50% of Street Frontage
Diagram Courtesy of Sargent Town Planning

- 3) Exceptions to Building Placement Requirements. Exceptions to the requirement for building placement established in subsection may be granted by the approval authority in the following circumstances:
 - a) In the case of a commercial center, an exception may be granted where a major tenant requires a specific dimension for a "view corridor" from the adjacent street
 - b) On a corner lot situation, an exception may be granted to reduce the minimum fifty (50) percent requirement on one of the frontages where another frontage exceeds the minimum requirement and the overall intent of the build to line requirement is met.
 - c) Where people-oriented activity areas, such as outdoor dining locations, are provided at the build-to line and designed in such a way as to meet the intent of the "build-to" line, an exception may be granted.

- d) Where a drive-through lane is provided between the building and the "build-to line", an exception may be granted if the building provides, as required in Section 17.12.800.B.2.b, sufficient design features facing the street frontage(s).



Example of Placement of Outdoor Activity Areas Along Street Frontage at Build-To Line
Diagram Courtesy of Sargent Town Planning

- b. Building Design Requirements. All buildings located entirely or partially at the "build-to" line shall meet the requirements as stated below. Determination of the appropriate building design elements shall be guided by Section 17.12.230 and the adopted city design guidelines.
- 1) Building Façades facing Street Frontage(s).
 - a) Buildings shall generally be oriented so that the rear of the building does not directly face the adjacent street frontage(s). The approving authority may approve an exception to this where sufficient design elements, including but not limited to building fenestration, building materials, pedestrian access points into and through the building, and other techniques are provided to meet the design intent of the code.
 - b) Design of building façades facing a street shall provide the appearance of a storefront. Design elements may include arcades, patios, awnings, and overhangs as appropriate to enhance appearance and use of the space.
 - 2) Public Entrances.
 - a) Except as provided under subsection ii below, all buildings located entirely or partially at the "build-to" line shall have a public entrance directly facing the street frontage, and provide direct pedestrian access to the entrance from the adjacent street frontage.
 - b) A public entrance may be located on the side of a building not directly facing a street frontage provided that the entrance is clearly visible to people from the adjacent street, direct public access is provided, and the building façade directly facing the street has sufficient fenestration and other design elements and treatment to create a visible connection with that street frontage.



Building Entrance and Treatment for Side-On Design
Diagram Courtesy of Sargent Town Planning

- c. Interior side yard and rear yard: Ten (10) feet where abutting a residential zone.
3. Height. The height of buildings and structures shall comply with the following:
 - a. No building or structure in the OP zone shall exceed a height of 50 feet. This section does not apply to conditional use permit uses which shall be subject to Article I of Chapter 17.32. (See Article XII of Chapter 17.40 for general exceptions.)
 - b. No building in the OP zone which is within 100 feet of any RR, SRR or R zone shall exceed a height of 2 stories or 35 feet, whichever is less.
 - c. No building may be constructed which would shade any existing active solar energy system on adjoining property without the consent of the affected property owner. (See subsection one in the definition of solar energy system in Section 17.04.240.)
 - d. Exceptions for Solar Systems. Solar collectors may exceed the height limit when mounted on the roof of a legal, conforming building. The right to exceed the height limit shall be exercised only in the event that: there is no other practical means or location for achieving an efficient placement on the building or site in question; such collectors may exceed the height limit only to the extent necessary to achieve efficient placement; in no case shall such solar collectors (or related equipment) encroach more than 5 feet beyond the limit. Also the placement of a solar collector shall not shade or otherwise diminish the efficiency of existing solar collectors on neighboring property, or preclude such property from sufficient solar access to successfully operate a solar energy system sufficient to serve the needs of the business or occupants.
4. Maximum floor area ratio (FAR): 0.75. (See definition in Section 17.04.240.)
5. Landscaping. Plant materials used in landscaping shall include drought-tolerant species and the landscaping shall be designed to minimize water usage and prevent runoff. No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot. All landscaped areas shall conform to Title 8, Chapter 8.50, Landscaping Installation and Maintenance of the Lancaster Municipal Code. All landscaping shall be completed prior to occupancy by any use and shall be maintained as defined in this title.
6. Outside Storage and Display. All outside storage and display is prohibited with the exception of the following:
 - a. Parking lots;
 - b. Signs, existing outdoor advertising.

7. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
 1. Locate trash enclosures away from view, from primary entrances drive or streets;
 2. Design the trash enclosure to be a minimum of 165 square feet;
 3. Accommodate source separation of recyclable materials in accordance with State requirements;
 4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and
 5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

(Ord. 711 § 43 (part), 1995; prior zoning ord. § 225.050)

(Ord. No. 907, § 5, 10-28-2008; [Ord. No. 1028, § 2, 7-11-2017](#))

17.16 - INDUSTRIAL ZONES

Article I. - In General

17.16.010 - In general.

As used in this title, "industrial zones" means the LI, HI and BP zones.

(Prior zoning ord. § 240.000)

17.16.020 - Purpose and intent.

The purpose and intent of the I zones is to provide the means necessary to implement the city of Lancaster general plan, specifically:

- A. The LI zone implements the "light industry" category;
- B. The HI zone implements the "heavy industry" category; as set forth in the text of the general plan and as delineated on the general plan map. These zones are intended to be in accordance with applicable goals, objectives, policies and actions set forth by the plan. These zones are intended to allow the development of industrial uses thereby providing for the industrial and employment needs of the city and adjoining areas and business in an urban environment with full urban services.

It shall also be the intent of this zone to apply the provisions of this zone including but not limited to the property development regulations required herein to all new building lots created after the effective date of the ordinance codified in this title.

It shall not be the intent of this title to render previously legally created building lots or legally constructed buildings which do not comply with the new property development regulations or other requirements of this title to be nonconforming where these lots or buildings complied with the ordinances in effect at the time of their creation or construction. However, proof of compliance with ordinances in effect at the time of creation or construction shall be the sole burden of the applicant or property owner. Such proof may include building permits, minutes of council or commission action, case files, or other documentation.

(Prior zoning ord. § 241 .010)

17.16.030 - Prohibition.

A person shall not use any premises in the LI or HI zones except as hereafter permitted in this title and subject to all regulations and conditions enumerated in this title.

(Prior zoning ord. § 241.020)

17.16.040 - Permitted uses—I zones.

The permitted uses of the I zones are grouped into categories of similar uses rather than exhaustive lists of single uses. Extensive examples are given for purposes of clarifying the types of uses allowed by each category. The following categories of uses are permitted in all of the I zones except where specific

references limiting certain uses to the LI, or HI zones are made. All uses are subject to any stated exceptions, development requirements, and approval of a site plan as follows:

- A. Existing Residential Uses. Such uses may continue to be used as a permitted use provided that such uses may not be expanded by a cumulative total of more than 500 square feet of floor area and comply with Article VII of Chapter 17.32.
- B. Commercial Uses.
 - 1. Existing Nonconforming Commercial Uses. Such uses may continue to be used as a permitted use provided that such uses may not be expanded beyond their ability to meet current parking requirements, and design and performance standards related to the expansion, on their existing site.
 - 2. Existing Conforming and New Commercial Uses. Such uses shall include, but not be limited to permitted uses within the Commercial zone under Section 17.12.040, unless specifically addressed within the I zones. Uses which meet the definition of an alcohol sales establishment as contained in Section 17.42.020 shall be required to obtain a conditional use permit.
- C. Aircraft-Related Uses. This category includes but is not limited to the manufacture, storage, maintenance, repair or overhaul of aircraft or missile components, parts, accessories, equipment and power plants and is permitted only in the HI zone.
- D. Automobile, Boat, Equipment, Motorcycle, Truck, Tractor, Sales, Service, Repair, Accessories and Parts. This category includes but is not limited to motor vehicle dealerships including recreational vehicles, auto parts stores: tires, batteries and accessory stores; body and frame shops, auto upholstery shops, brake shops, car wash, muffler shops, radiator shops, repair shops, service stations, and similar uses. All repair activities within the LI zone shall be conducted within an enclosed building. Auto service and repair uses, body and frame shops, heavy equipment repair and tire sales on lots within 300 feet of residentially zoned property shall be required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the Director.

This category does not include automobile impound yards (See Section 17.16.060), automobile wrecking yards, or salvage operations, (See subsection E of this section.)
- E. Automobile Dismantling Yards, Scrap Metal Processing Yards, and Similar Metal Salvage Operations. This category includes but is not limited to automobile impound yards, automobile wrecking, metal salvage operations, and junk and salvage operations. All uses in this category shall be permitted only in the HI zone. Any such use in this category on lots within 300 feet of residentially zoned property shall be conducted within an enclosed building and required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the Director. (See subsection A.10. or 15. of Section 17.16.220, as applicable.)

This category does not include recycling facilities as defined in this title or the smelting of metals. (See Section 17.16.070.)
- F. Building Trades and Related Uses. This category includes, but is not limited to appliance sales, blueprint services, building supplies, cabinet making, carpenter shop, contractor equipment yard, electricians and electrical supply, engineers and surveyors, fence contractors, glass stores, janitorial service and supply, landscape materials (including nurseries), lumber yards,

pool contractors, plumbing sales, spa sales, truss manufacturing, wood stove sales and similar uses. Batch plants and concrete transit mix uses shall be permitted only in the HI zone provided that batch plants and concrete transit mix uses within 300 feet of residentially zoned property shall be required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the Director. (See Section 17.16.220.A.10. and Section 17.16.220.B)

- G. Communication Facilities and Services, Public and Private. This category includes but is not limited to communications equipment, duplicating, lithographers, microwave stations, photocopying, photo engravers, printers or publishers, radio and television broadcast studios, telegraph offices, telephone repeater stations, tourist information centers, and similar uses.

This category does not include radio and television transmission towers or wireless telecommunication facilities. (See Section 17.40.640).

- H. Food Manufacturing, Processing, Wholesale Sales and Storage. This category includes but is not limited to bottling plants, breweries, coffee roasting, dairy products, dextrine manufacturing, fruit and produce, malt products, meat processing, oleomargarine, sodium glutamate, soft drinks, vitamin tablets, and similar uses. All such uses within the LI zone shall be conducted within an enclosed building.

This category does not include dairies, lard manufacturing, pickles, sausage, sauerkraut, slaughter houses, distillation of vinegar, or the canning of other fish or meats and similar uses. (See Section 17.16.070.)

- I. Manufacturing—General. This category includes but is not limited to assembly plants, automotive, beds and bedding manufacturing, billboards, bone products, building materials, brushes, ceramics, clay and cement products, doors, drugs, dry goods, electric and electronic products, felt, fiberglass, fur products, furniture, glass, hair products, heating equipment, jewelry, leather products, machine shops, mobilehomes and factory-built housing, paper products, plastic products, recreational vehicles, springs, starch, stone products, textiles, tobacco products, tools, uses which manufacture products from recycled materials, welding, wood products, wool and woolen products, wrought iron and similar manufacturing uses. All such uses within the LI zone shall be conducted within an enclosed building. Any such use in this category on lots within 300 feet of residentially zoned property shall be required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the Director. (See Section 17.16.220A.10. and Section 17.16.220.B)

This category does not include cement manufacturing, explosives, foundries, paper manufacturing, manufacturing of plastics, or tanning of animal hides. (See Section 17.16.070.)

- J. Public Safety Facilities and Services. This category includes but is not limited to ambulance service, fire stations, highway patrol stations, municipal maintenance yards, police stations, and similar uses.

- K. Public Services and Utilities. This category includes but is not limited to the following uses:

1. Electric transmission substations including microwave facilities used in conjunction therewith;
2. Gas Distribution Depots. This use is permitted in the HI zone only;

3. Publicly owned uses necessary to the maintenance of the public health, convenience or general welfare, including federal, state, county, city, or special district offices, libraries and court facilities;
 4. Public utility service yards;
 5. Water reservoirs, dams, treatment plants, gauging stations, pumping stations, tanks, wells, and any use normal and appurtenant to the storage and distribution of water. Exception: This use is not subject to site plan review (Section 17.16.120).
- L. Recycling Facilities. This category includes but is not limited to reverse vending machines, small and large collection facilities and light processing facilities. Heavy processing facilities shall be permitted in the HI zone only. All uses in this category are subject to the criteria and standards of Section 17.40.290. (See definitions in Section 17.04.240.) This category also includes uses which reuse recyclable materials.
- M. Rental Establishments. This category includes, but is not limited to, automobile, clothing, equipment (including heavy equipment in the HI zones), furniture, hospital equipment, recreational vehicles, and similar rentals.
- N. Repair Services. This category includes but is not limited to appliance repair, gunsmiths; heating, refrigeration, and air conditioning repair; jewelry repair, locksmiths, shoe repair, watch repair, and similar repair services.
- O. Research and Development. This category includes but is not limited to laboratories and facilities for scientific research, development and testing including administrative offices.
- This category does not include the development and testing of hazardous materials, biological or chemical warfare agents, or explosives (See Section 17.16.070.)
- P. Schools—Specialized Training. This category includes but is not limited to manual training, shop work, or the repair and maintenance of machinery or mechanical equipment.
- This category does not include business and professional schools see Section 17.16.060
- Q. Sexually Oriented Businesses. This category includes but is not limited to adult bookstores, adult motels, adult motion picture theaters, adult theaters, adult cabarets, escort agencies, massage parlors, semi-nude model studios, and similar uses subject to the requirements of Ordinance No. 619 and is permitted only in the HI zone. (See Article IV of Chapter 17.16.)
- R. Warehousing, Wholesaling and Storage. This category includes but is not limited to cold storage distributors, ministorage warehouse, moving van and storage, truck terminals, and warehouses. (See Section 17.16.220.A.10.)
- S. Water reservoirs, dams, treatment plants, gauging stations, pumping stations, tanks, wells, and any use normal and appurtenant to the storage and distribution of water. Exception: This use is not subject to site plan review. (Section 17.16.120.)
- T. Other Uses. This category includes those uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in this zone, which the Director deems the use consistent with the purpose and intent of this zone and similar to other uses permitted herein.

(Ord. 896 § 1 (Exh. A § 22), 2008; Ord. 793 § 1 (Exh. A), 2001; Ord. 753 § 1 (Exh. A § 3 (part)), 1999; Ord. 711 §§ 30 (part), 32, 1995; prior zoning ord. § 241.021)

17.16.050 - Accessory and temporary uses.

A. The following uses are considered as accessory uses to the permitted uses in the I zones:

1. Accessory buildings and structures customarily used in conjunction therewith.

a. Cargo containers may be used as accessory buildings and structures in the I zones, subject to the following:

- 1) Containers shall meet the applicable front yard, side yard, and rear yard requirements contained in Section 17.16.130.B.2.
- 2) Containers shall only be used for incidental uses that are permissible in the zone.
- 3) Containers shall not be stacked on top of each other or on any other structure.
- 4) Containers shall not encroach upon, block, obstruct, or reduce in any manner any required exits, windows or vent shafts of structures, or any required parking spaces, driveways, private streets, or public rights of way.
- 5) Containers shall not be used for human habitation or occupied by individuals for any reason.
- 6) Containers shall not have any electrical, plumbing, heating or air conditioning installations or systems, and shall not be connected to a power source.
- 7) Refuse, garbage, trash and debris, as well as hazardous substances, as defined by state or federal law, shall not be placed or stored in, against, on, or under a cargo container at any time.
- 8) Containers shall require a container permit. The number and location of cargo containers used as accessory buildings or structures in the I zones shall be subject to the review and prior written approval of the Director, or their duly authorized representatives. Upon such approval, compliance with all conditions of approval, and payment of a container permit fee in an amount established by city council, a container permit shall be issued.

B. The following uses are considered as temporary uses in the I zones:

1. The placement and use of a temporary office in conjunction with a construction or development project undertaken pursuant to an active building permit. A temporary office shall be placed on the lot or parcel which is part of the project, or on property adjoining the construction or development site with the written consent of the property owner. The placement of a temporary office shall not occur until the building permit is obtained. The temporary office shall be removed within thirty (30) days after the permit is expired, revoked, or finalized.

2. Commercial coaches used as temporary offices subject to the provisions of Article X of Chapter 17.40 and this zone.

b. Cargo containers may be used for the temporary construction storage described in (a) of this subsection. A cargo container approved pursuant to this subsection shall not require a separate permit. The number and location of cargo containers used for temporary

construction storage shall be subject to the review and prior written approval of the building official and Director or their duly authorized representatives. Application for approval of cargo containers for temporary construction storage shall be made on a city-approved form and shall indicate the number of the building permit obtained for the construction or development project for which the temporary construction storage is requested, the size of each cargo container, the proposed location of each container on the property, and the date on which each container shall be placed on the property.

- c. The time period for which a cargo container may be used for temporary construction storage is limited to the time when the building permit is active. An active building permit means one that has not expired, been revoked, or been finalized. Cargo containers used for temporary construction storage shall be removed from the property within thirty (30) calendar days of the expiration, revocation or finalization of a building permit.
- d. Cargo containers used for temporary construction storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
- e. Cargo containers used for temporary construction storage shall conform to the following standards:
 - 1) Cargo containers shall be set back a minimum of five feet from any property line and a minimum of ten (10) feet from any structure.
 - 2) Cargo containers shall not be stacked on top of each other or on any other structure.
 - 3) Cargo containers shall not encroach upon, block, obstruct, or reduce in any manner any required exits, windows or vent shafts of structures, or any parking spaces, driveways, private streets, or public rights of way.
 - 4) Cargo containers shall not be used for human habitation or occupied by individuals for any reason.
 - 5) Cargo containers shall not have any electrical, plumbing, heating or air conditioning installations or systems, and shall not be connected to a power source.
 - 6) Refuse, garbage, trash and debris, as well as hazardous substances, as defined by state or federal law, shall not be placed or stored in, against, on, or under a cargo container at any time.
- b. The number and location of cargo containers used for temporary industrial storage shall be subject to the review and prior written approval of the building official and Director or their duly authorized representatives. A cargo container approved under this subsection shall not require a separate permit. Application for approval of cargo containers for temporary industrial storage shall be made on a city-approved form and shall indicate the number of the building permit obtained for the repair, remodeling, alteration or other work for which the temporary industrial storage is requested, the size of each cargo container, the proposed location of each container on the property, and the date on which each container shall be placed on the property.
- c. The time period for which a cargo container may be used for temporary industrial storage is limited to the time when the building permit is active. An active building permit means one that has not expired, been revoked, or been finalized. Cargo containers used for temporary industrial storage shall be removed from the property within thirty (30) calendar days of the expiration, revocation or finalization of a building permit.

- d. Cargo containers used for temporary industrial storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
 - e. Cargo containers used for temporary industrial storage shall conform to the standards set forth in Section 17.16.050.B.3.e.
 - b. Cargo containers used for emergency industrial storage shall require a container permit. The number and location of cargo containers used for emergency industrial storage shall be subject to the review and prior written approval of the Director or their duly authorized representatives. Upon such approval, and payment of a container permit fee in an amount established by city council, a container permit shall be issued.
 - c. Cargo containers may be used for emergency industrial storage for a period not to exceed fifteen (15) calendar days. This use may be extended for an additional ten (10) calendar days upon the prior written approval of the Director.
 - d. Cargo containers used for emergency industrial storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
 - e. Cargo containers used for emergency industrial storage shall conform to the standards set forth in Section 17.16.050.B.3.e.
 - b. Cargo containers used for relocation storage shall require a container permit. The number and location of cargo containers used for relocation storage shall be subject to the review and prior written approval of the Director or their duly authorized representatives. Upon such approval, and payment of a container permit fee in an amount established by city council, a container permit shall be issued.
 - c. Cargo containers may be used for relocation storage for a period not to exceed fifteen (15) calendar days. This use may be extended for an additional ten (10) calendar days upon the prior written approval of the Director.
 - d. Cargo containers used for relocation storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
 - e. Cargo containers used for relocation storage shall conform to the standards set forth in Section 17.16.050.B.3.e., except as provided in f. of this subsection.
 - f. Cargo containers used for relocation storage may be placed in parking lots so long as they do not reduce the number of required parking spaces.
- C. Electric Vehicle Charging Station. An electric vehicle charging station (EVCS) shall be permitted as an accessory use within any existing legal single-family or multiple-family residential garage or carport, or within any existing legal commercial parking space in a parking lot or in a parking garage, subject to all applicable city code requirements and the following:
- 1. Electric vehicle charging stations (EVCS) for public use shall be subject to the following requirements:
 - a. The EVCSs shall be located in a manner which will be easily seen by the public for informational and security purposes and shall be illuminated during evening business hours; and
 - b. Be located in desirable and convenient parking locations which will serve as an incentive for the use of electric vehicles; and

- c. The EVCS pedestals shall be protected as necessary to prevent damage by automobiles; and
 - d. The EVCS pedestals shall be designed to minimize potential damage by vandalism and to be safe for use in inclement weather; and
 - e. Complete instructions and appropriate warnings concerning the use of the EVCS shall be posted on a sign in a prominent location on each station for use by the operator; and
 - f. One standard nonilluminated sign, not to exceed 4 square feet in area and 10 feet in height, may be posted for the purpose of identifying the location of each cluster of EVCSs; and
 - g. The EVCS may be on a timer that limits the use of the station to the normal business hours of the use(s) which it serves to preclude unauthorized use after business hours.
2. Electric vehicle charging stations for private use shall:
- a. Be located in a manner which will not allow public access to the charging station; and
 - b. Comply with subsections C.1.c., d. and e. of this section.
- D. Mini Wireless Telecommunication Facilities. This category includes all mini wireless telecommunication facilities subject to the requirements of Section 17.40.640.
- E. Cargo containers that are present on private real property, for any use or purpose, on the effective date of this section shall be removed within six months from the effective date, unless the property owner obtains the requisite approvals and permits in conjunction with accessory or temporary uses allowed in Section 17.16.050.B. and otherwise complies with all regulations pertaining to cargo containers.

This subsection does not apply to the following real property:

- 1. Real property owned, leased, rented, occupied or used by a public agency or entity;
- 2. Real property owned, leased, rented, occupied or used by a nonpublic or private school. For purposes of this subsection, "nonpublic school" means a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program and is certified by the California Department of Education. For purposes of this subsection, "private school" means a full-time day school that provides instruction in the several branches of study required to be taught in the public schools of the state, by persons capable of teaching, and that files an annual private school affidavit as required by the California Department of Education. For purposes of this subsection, "private school" does not include a school that provides instruction in a building used for residential purposes. A nonpublic or private school is not exempt unless it is operating in conformity with all pertinent land use and technical code regulations.

(Ord. 753 § 1 (Exh. A § 2 (part), 1999; Ord. 713 § 3 (part), 1995; prior zoning ord. § 241.023)

(Ord. No. 921, §§ 18—20, 6-9-09)

17.16.060 - Uses subject to Director's Review and approval.

If site plans and/or other pertinent information required by the Director for the proposed use are first submitted to and approved by the Director in accordance with Article VI of Chapter 17.32, premises in the I zones may be used for the following uses:

- A. Uses subject to Director's Review in all I zones:
 1. Auctions and swap meets,
 2. Boarding kennels,
 3. Carnivals, subject to the provisions of Chapter 9.46,
 4. Schools- Business and Professional. This category includes but is not limited to art, barber, dance, music, real estate, and similar schools.
 5. Christmas trees and wreaths, the sale of, between November 1st and December 25th, both dates inclusive, to the extent permitted by other statutory and ordinance provisions. Any structures, facilities and materials used for the sale of trees and wreaths shall be removed from the premises by December 31st of the same calendar year, and the property restored to a clean condition,
 6. Crops, field, tree, bush, berry and row, including nursery stock, flowers and vines, provided that no sludge or biosolid material shall be applied to any land as a soil amendment. Roadside stands, retail sale of crops grown on the premises, and signs advertising products produced on the premises,
 7. Day nursery, children,
 8. Dwelling units, as follows:
 - a. One dwelling unit within a building on the same lot or parcel of land which is legally being used so as to require the continuous supervision of a caretaker and his immediate family, or
 - b. Dwelling units within a building or premises used for agricultural purposes, which dwelling units are occupied only by persons employed on the same premises, and their immediate families, or
 - c. Where subsection A.7.a. of this section permits the use of a dwelling unit for a caretaker, a mobilehome containing one dwelling unit may be used in lieu of such dwelling unit for a period not to exceed 6 consecutive months in any 12 month period. Or, if intended for a residence for up to the maximum limit of 5 years, the mobilehome shall comply with the provisions of Section 17.08.370.C for foundation systems,
 9. Parking. Joint usage or leased (see Section 17.16.210.B),
 10. Wild Animals. Wild animals may be temporarily used, kept or maintained for a period not to exceed:
 - a. Ten days in conjunction with the lawful operation of a circus or animal exhibition, or
 - b. Sixty days where used in motion picture and television production, except that the Director may, where he finds that such extension is consistent with the intent of this section and neither detrimental to the public welfare or to the property of other persons located in the vicinity thereof, extend such time period for not to exceed 30 additional days, and

- c. Provided said animals are used, kept, or maintained pursuant to and in compliance with, all regulations of the city of Lancaster and the Los Angeles County department of animal control,
 - 11. Minor co-located and stealth wireless telecommunication facilities subject to the requirements of Section 17.60.640,
 - 12. Solar electrical generating plants only, in the HI zone. (Note: All other electrical generating plants require a conditional use permit in the HI zone; see Section 17.16.070C.1);
 - 13. Small wind energy systems (co-located), subject to the requirements of section 17.40.690;
 - 14. Emergency shelters, only in the LI zone.
 - 15. Entertainment and Recreation. This category includes, but is not limited to bowling alleys, golf driving ranges, shooting ranges, video game arcades, and similar uses. This shall not include dance halls, pool halls and night clubs (see section 17.16.070.A.5)
- B. Uses subject to Director's Review only in the HI zone:
- 1. Crushing of used asphalt or concrete, rock, or other materials for use as an aggregate.
 - 2. Major wireless telecommunication facilities located more than 1,000 feet from residentially zoned property, subject to the requirements of Section 17.40.640. Facilities located within 1,000 feet of residentially zoned property shall be subject to a conditional use permit (see Section 17.16.070.A.4).
- C. Other Uses. Uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in these zones shall be subject to interpretation of the Director.

(Ord. 898 § 2, 2008; Ord. 896 § 1 (Exh. A § 23), 2008; Ord. 758 § 1 (Exh. A § 4 (part)), 1999; Ord. 753 § 1 (Exh. A §§ 7, 8), 1999; prior zoning ord. § 241.024)

(Ord. No. 941, § 1, 2-9-2010; Ord. No. 989, § 6, 4-9-2013; Ord. No. 999, § 6, 8-26-2014)

17.16.070 - Uses subject to conditional use permits.

The uses subject to permit in the I zones are grouped into categories of similar uses rather than exhaustive lists of single uses. Extensive examples are given for purposes of clarifying the types of uses in each category. The following categories of uses may be permitted in the I zones provided a conditional use permit has first been obtained as provided in Article I of Chapter 17.16, and while such permit is in full force and effect in conformity with conditions of such permit for:

- A. Uses subject to permits in all I zones:
 - 1. Alcohol sales establishments as defined in and subject to the requirements of Section 17.42.020, including:
 - a. Incidental off-site alcohol sales establishment,
 - b. Incidental on-site alcohol sales establishment,
 - c. Primary off-site alcohol sales establishment,
 - d. Primary on-site alcohol sales establishment,

- e. Bona fide restaurant,
 - f. Liquor store,
 - g. Mini-mart with alcohol sales,
 - h. Nightclub with alcohol sales,
 - i. Temporary Alcohol Sales;
 - j. Wine-tasting establishment,
- 2. Radio and television transmission towers,
 - 3. Research and Development. This category includes but is not limited to laboratories and facilities for scientific research, development and testing including administrative offices involving the use of hazardous materials. Agricultural and biological research involving sludge or biosolid material shall be conducted only within an enclosed building or suitable containment vessel.

This category does not include the development and testing of biological or chemical warfare agents or explosives;
 - 4. Major Wireless Telecommunication Facilities. This category includes all major wireless telecommunication facilities in the LI zone and major wireless telecommunication facilities in the HI zone within 1,000 feet of residentially zoned property subject to the requirements of Section 17.40.640. Co-located and stealth communication facilities are subject only to Director's Review and shall not require a conditional use permit;
 - 5. Mini-marts, Pool Halls, Dance Halls, and Nightclubs without alcohol.
 - 6. Churches
- B. Uses subject to permits in the HI zone:
- 1. Electrical generating plants, all types except solar (see Section 17.16.060A.13),
 - 2. Storage. This category is limited to the following:
 - a. Gas, above ground storage in excess of 500,000 cubic feet,
 - b. Storage of oil, gasoline or petroleum products in any quantity exceeding 100,000 gallons,
 - 3. Waste Disposal. This category is limited to waste disposal facilities as defined in Section 17.04.240;
- C. Uses subject to permits only in the HI zone:
- 1. Agricultural Related Uses. This category includes but is not limited to cattle sales yards, dairies, hog ranches and livestock feed yards; provided that, no sludge or biosolid material shall be applied to any land as a soil amendment,
 - 2. Chemical Manufacturing. This category includes but is not limited to the manufacture of: ammonia, asphalt, caustic soda, celluloid, cellulose, chlorine gas, coal tar products, creosote, fertilizers, glue, guncotton, gypsum, hydrocyanic acid products, lime, phenol, plastics, potash, pyroxylin products, size, soda ash, synthetic ammonia, and similar uses. All uses in this category will be subjected to close scrutiny in terms of the relative safety of such uses and their potential effects on the community with emphasis on their impact

on odor and air quality in general; specifically their handling of hazardous materials and waste.

This category does not include the manufacturing of food,

3. Food Manufacturing, Processing, Sale and Storage. This category is limited to the following food products: canning of fish or meat, fat rendering, gelatin, lard, meat packing, pickles, sausage, sauerkraut, slaughterhouses, tallow and vinegar,
 4. Hazardous Waste Facility. This category is subject to the provisions of Article VII of Chapter 17.40,
 5. Manufacturing—General. This category is limited to the following: explosives, smelting and casting of metals, paper manufacturing, plastic manufacturing or tanning of animal hides,
 6. Pest control;
- D. Uses subject permits to the LI and HI zones: College or university campuses.
- E. Other Uses. Uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in these zones shall be subject to interpretation of the Director.

(Ord. 898 § 3, 2008; Ord. 896 § 1 (Exh. A §§ 24, 25), 2008; Ord. 761 § 1, 1999; Ord. 758 § 1 (Exh. A §§ 5, 6), 1999; Ord. 753 § 1 (Exh. A § 9), 1999; prior zoning ord. § 241.025)

(Ord. No. 1007, § 5, 10-13-2015)

17.16.080 - Interpretation.

Where a conflict in interpretation occurs regarding application of Section 17.16.030, 17.16.040, 17.16.050, 17.16.060 or 17.16.070 to any specific case, the Director shall determine the interpretation.

(Prior zoning ord. § 241.026)

17.16.090 - Adjustments.

The Director may reduce the required minimum lot width, minimum lot depth, yard requirements and parking requirements by an amount not to exceed 10%; may increase the maximum height regulations and maximum sign area by an amount not to exceed 10% of the amount specified by the I zones; and may increase the floor area ratio (FAR) up to an amount not to exceed 0.8; where the Director finds that the applicant has demonstrated that:

- A. There are special circumstances or exceptional physical characteristics applicable to the property including size, shape, topography, location or surroundings involved which are not generally applicable to other properties in the same vicinity with the same zoning; and
- B. An adjustment (if authorized) will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning; and

- C. The strict application of the requirements sought to be reduced or increased would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the requirements.
- D. In the case of parking requirements only, a program exists whereby employees utilize, or will utilize, public transit, carpools, vanpools, bicycles, motorcycles, or walk to work, and that sufficient parking has been provided for the modes of travel utilized.
- E. Approval of the application will result in the need for less grading and disturbance of soils and natural vegetation.
- F. Approval of the application will result in the retention/preservation of native vegetation; particularly Joshua trees, California Juniper or Creosote shrubs.
- G. Approval of the application will not diminish the visual appearance of the property or neighborhood.
- H. Approval of the application will not increase the overall average of the FAR to more than the maximum specified for the zone on all I zoned properties within 500 feet of the site.

Any reduction or increase greater than those specified in this section shall be subject to the granting of a variance.

(Prior zoning ord. § 241.027)

17.16.100 - Height regulations.

The height of buildings or structures shall be as follows:

- A. No building or structure shall exceed:
 - 1. In the LI zone: height of 50 feet; and
 - 2. In the HI zone: a height of 70 feet.

This section does not apply to conditional use permit uses which shall be subject to Article I of Chapter 17.32. (See Article XII of Chapter 17.40 for general exceptions.)

- B. No commercially or industrially used building in the I zones which is within 100 feet of any RR, SRR or R zone shall exceed a height of 2 stories or 35 feet, whichever is less.
- C. No building may be constructed which would shade any existing active solar energy system on adjoining property without the consent of the affected property owner. (See subsection 1 in the definition of solar energy system in Section 17.04.240.)

(Prior zoning ord. § 241.030)

17.16.110 - Exception for solar systems.

Solar collectors may exceed the height limit when mounted on the roof of a legal, conforming building. The right to exceed the height limit shall be exercised only in the event that: there is no other practical means or location for achieving an efficient placement on the building or site in question; such collectors may exceed the height limit only to the extent necessary to achieve efficient placement; in no case shall such solar collectors (or related equipment) encroach more than 5 feet beyond the limit. Also the

placement of a solar collector shall not shade or otherwise diminish the efficiency of existing solar collectors on neighboring property, or preclude such property from sufficient solar access to successfully operate a solar energy system sufficient to serve the needs of the business or occupants.

(Prior zoning ord. § 241.031)

17.16.130 - Property development regulations.

A. General.

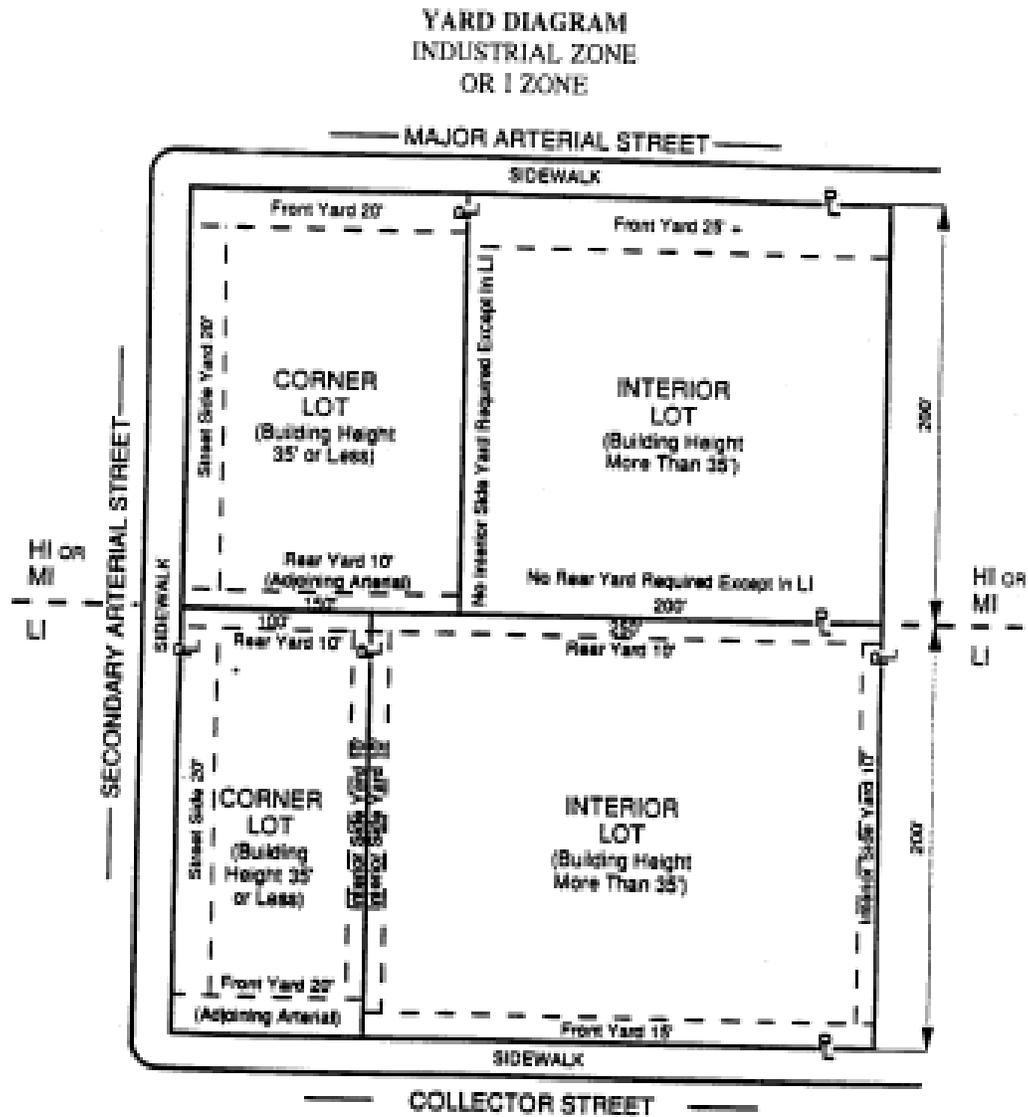
1. No new building or commercial coach shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
2. No existing building or commercial coach located on an existing legal lot or parcel of land shall be converted, enlarged or moved unless said building, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created or any building, or portion thereof, existing on such new lot be used, unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, which are pertinent to the area and dimensions for new lots and those regulations pertinent to the placement or location of buildings on said lot.

B. I Zones. Wherever property is designated as an I zone on the zoning map the following regulations, specific or general, shall apply:

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)

Zone	Minimum Lot Area	Minimum Lot Width*	Minimum Lot Depth
LI	10,000 sq. ft.	180 ft.	100 ft.
HI	20,000 sq. ft.	100 ft.	150 ft.

* Also denotes minimum street frontage.



NOTE: P = Property Line

+ Yards must be measured from property lines except on alternate street sections

+ Indicates Director discretion to increase setback

THIS DIAGRAM IS FOR ILLUSTRATIVE PURPOSES ONLY

See Section 17.40.070, 17.40.080, 17.40.090 A or 17.40.090B in the event public use or required street dedication would reduce the net lot area, lot width, or lot depth of an existing lot to less than the required minimum.

2. Yard Requirements. Yards shall be provided as follows:

See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.

a. Front yard—LI and HI zones:

- 1) Adjoining a freeway, expressway, or arterial street: 20 feet where the building is 35 feet or less in height. The front yard for buildings which are more than 35 feet in height shall be established on a case-by-case basis by the Director to mitigate any adverse or potentially adverse impact on neighboring properties, but in no case be less than 25 feet.
- 2) All other properties:
 - a) LI zone: 15 feet;
 - b) HI zone: 10 feet.

b. Street side yard—LI and HI zones:

- 1) Adjoining a freeway, expressway or arterial street: same as subsection B.2.a.1) of this section;
- 2) All other properties: equal to the front or street side yard, as appropriate, required in the abutting zone, or 10 feet whichever is greater.

c. Interior side yard:

- 1) LI zone: 10 feet;
- 2) HI zone: none.

d. Rear yard:

- 1) LI zone: 10 feet;
- 2) HI zone: 10 feet when adjoining freeway, expressway, or arterial streets. Other properties none.

e. Front and street side yards of properties developed after the adoption of this section shall be landscaped for a minimum depth of 10 feet measured from the back of the sidewalk. Rear yards shall be landscaped only where adjoining a freeway, expressway or arterial street. This requirement may be increased by the Director where he finds it to be necessary to make the proposed development compatible with existing development in the vicinity of the site. Landscaping and irrigation plans shall be submitted to the Director for his approval. Such plans must be approved prior to the issuance of any building permit for the site. Such landscaping and irrigation systems shall have been installed in accordance with the approved plans and verified prior to final inspection approval. The Director determinations on these items may be appealed in accordance with Section 17.36.030. Yards required by this zone are also subject to the general provisions and exceptions contained in Section 17.28.030 which shall apply as specified.

3. Maximum floor area ratio (FAR) (see definition in Section 17.04.240):
 - a. LI zone: 0.5;
 - b. HI zone: 0.5.
4. Landscaping. Plant materials used in landscaping shall include drought-tolerant species and the landscaping shall be designed to minimize water usage and discourage runoff. No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot.
5. Outside Display. All display shall be located wholly within an enclosed building with the exception of the following:
 - a. Amusement rides and devices;
 - b. Automobile sales, limited to automobiles, recreational vehicles, tractors and trucks under 2 tons held for sale and rental only;
 - c. Automobile service stations, limited to automobile accessories and facilities necessary to the dispensing of petroleum products only;
 - d. Boat sales, limited to boats held for sale or rental only;
 - e. Carnivals—Commercial;
 - f. Christmas trees and wreaths, sale of;
 - g. Crops, field, tree, bush and row, including nursery stock, flowers and vines;
 - h. Electric distribution substations;
 - i. Equipment rental and sales including heavy equipment;
 - j. Gas metering and control stations, public utility;
 - k. Mobilehome sales, limited to mobilehomes held for sale or rental only;
 - l. Parking lots;
 - m. Signs, existing outdoor advertising;
 - n. Trailer sales, box and utility, limited to trailers held for sale only.
- C. Exceptions to Yard Requirements — Previously Established Uses. Additions or modifications to buildings or uses, either constructed or having received building permit approval, or having been legally established prior to September 2, 1992 may be allowed with respect to yards of lesser dimension than required in this subsection where, in the opinion of the Director, allowing less than full compliance with the yard requirements would impose no substantial detriment to abutting property or improvements thereon. In rendering a decision on whether to allow a reduction of the required yard, the Director shall determine whether (see Sections 17.40.093, 17.40.095, and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops):
 1. There are special circumstances or exceptional characteristics applicable to the property involved which are not generally applicable to other properties in the same vicinity with the same zoning;
 2. An adjustment (if authorized) will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning; and

3. The strict application of the yard requirements would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the yard requirements.

In no case shall the Director approval of the reduction of a required yard relieve the applicant/property owner from complying with minimum landscape requirements established by this title, unless such relief is specifically approved by the Director.

D. Exceptions to Yard Requirements — Specified LI Zoned Areas,

1. Defined Areas: This exception shall only be applicable to properties that are zoned LI and are located within the area bounded by Avenue I, Division Street, Avenue J, and Sierra Highway, or within the area bounded by Avenue L, 12th Street West, Avenue M and SR-14 (hereafter referred to as defined area (A) and (B) respectively).
2. Purpose and Intent,
 - a. Defined Area A. Same language as current ordinance.
 - b. Defined Area B. Defined area B is bounded SR-14, 12th Street West, Avenue L and Avenue M and consists of numerous vacant lots and developed properties which exhibit narrow lot depths resulting from right-of-way acquisition at the time of freeway construction. The provisions of the zoning ordinance require minimum 10 foot building set backs for both the rear and interior side yards for properties located in the LI zone. Because of the narrow lot configurations, these requirements often create practical difficulties in developing property within Defined Area B. The result is that the properties within Defined Area B cannot be effectively developed. Therefore, the intent of this section is to allow the Director to modify the LI Zone rear and interior yard requirements within this area under specified circumstances, while still adhering to all other requirements of the LI Zone.
3. Allowable Exceptions to Yard Requirements — Director's Determination. The Director may reduce or eliminate the yard requirements upon making the findings as noted below. The requirement for front and street side yards shall not be reduced to less than 10 feet of landscaped width except where such requirement would unreasonably interfere with the expansion of an existing building that does not have a setback of at least 10 feet, or where the requirement would preclude the provision of required parking. The Director may grant exceptions where he determines that the following circumstances exist:
 - a. Compliance with the normal yard requirements will result in practical difficulties and unnecessary hardships inconsistent with the purpose of the yard requirements because of the size or configuration of the parcel(s) or the location of existing on-site buildings; and
 - b. It is not practical for the project proponent to acquire additional property that would allow the yard requirements to be met; and
 - c. Granting of the exception will not result in an adverse effect on other properties in the vicinity.

(Ord. 807 (Exh. A), 2002; Ord. 760 § 1 (Exh. A), 1999; Ord. 711 § 43 (part), 1995; Ord. 651 § 4 (part), 1993; prior zoning ord. § 241.050)

17.16.140 - Signs.

A person shall not use, install or construct any sign in the I zones except as specifically permitted in this section and subject to all regulations and conditions, including without limitation submittal of a sign plan, set forth in this title and any other ordinance now existing or hereafter adopted by the city regulating the installation, use and/or construction of signs. A comprehensive sign plan for multiple-tenant projects or an individual sign plan for single-tenant projects, must be submitted to and approved by the Director or his designated representative. Sign plans must be fully dimensioned, including the proposed sign location(s), elevations, colors and materials. A person who has first obtained approval of the sign plan and all required permits and inspection approval shall be permitted to use, install or construct signs as specified in the I zones.

(Prior zoning ord. § 241.060)

17.16.150 - Signs—General provisions.

- A. The provisions of this section regulating signs shall not apply to the following signs except as otherwise indicated herein:
1. Official notices issued by any court, public body or public officer;
 2. Notices posted by any public officer in performance of a public duty, or for any person in giving legal notice;
 3. Traffic, directional, warning or informational signs required or authorized by the public authority having jurisdiction over such signs;
 4. Official signs used for emergency purposes only;
 5. Permanent memorial or historical signs, plaques or markers;
 6. Public utility signs, provided such signs do not exceed 3 square feet in area.
- B. Prohibited Signs. The following signs shall be prohibited in the I zones:
1. Signs which contain or utilize:
 - a. Any exposed incandescent lamp,
 - b. Any revolving beacon light,
 - c. Any continuous or sequential flashing operation, except signs displaying time of day, atmospheric temperature or having programmable electronic public service messages only,
 - d. Any system for display of time of day, atmospheric temperature or programmable electronic public service messages in which:
 - 1) The messages are not public service in nature, or
 - 2) The proposed display has any illumination which is in continuous motion or which appears to be in continuous motion, or
 - 3) The message is changed at a rate faster than one message every 4 seconds, or
 - 4) The interval between messages is less than one second, or
 - 5) The display is located less than 100 feet on the same side of the street or highway or 200 feet across the street from residentially zoned property;

2. Roof signs (see definition in Section 17.04.240);
 3. Revolving signs of any kind;
 4. Signs advertising or displaying any unlawful act, business or purpose;
 5. Devices dispensing bubbles and free-flowing particles of matter;
 6. Any notice, placard, bill, card, poster, sticker, banner, sign, advertising or other device calculated to attract the attention of the public which any person posts, prints, sticks, stamps, tacks or otherwise affixes, or causes the same to be done to or upon any street, right-of-way, public sidewalk, crosswalk, curb, lamppost, hydrant, tree, telephone pole or lighting system, or upon any fixture of the police or fire alarm system of the city of Lancaster or county of Los Angeles;
 7. Any strings of pennants, banners or streamers, clusters of flags, strings of twirlers or propellers, flares, balloons, and similar attention-getting devices, including noise-emitting devices, with the exception of the following:
 - a. Automobile sales uses only may utilize pennants, banners or streamers subject to the following conditions:
 - 1) All such displays must be positioned horizontally and parallel to the ground and shall maintain a minimum height of 14 feet and a maximum height of 18 feet from grade level.
 - 2) All lines supporting such devices shall be secured in a taut manner and shall exhibit no more than 5 inches sag or droop at midline. No more than 3 such lines may be placed above one another and such lines shall be located along street frontages only.
 - 3) All pennants, banners, or streamers shall be maintained in good condition. Such devices which have become torn, tattered, faded or otherwise fallen into disrepair shall be removed or replaced,
 - b. National, state, local governmental, institutional or corporate flags properly displayed,
 - c. Holiday decorations in season used for an aggregate period of not more than 90 days in any one calendar year;
 8. Devices projecting, or otherwise reproducing the image of a sign or message on any surface or object;
 9. Signs emitting or amplifying sounds for the purpose of attracting attention;
 10. Portable signs;
 11. Sidewalk signs;
 12. New outdoor advertising signs in the HI zone. No new outdoor advertising signs are permitted in the LI zone but existing outdoor advertising signs may be relocated into the LI zone subject to the provisions of Section 17.40.2100.
 13. Pole signs;
 14. Any sign which is placed in a manner which would obstruct a driver's or pedestrian's vision and thus create a hazard, or potential hazard, to the public health, safety or welfare.
- C. General Sign Regulations. The following regulations shall apply to all signs in the I zones:

1. In no case shall a lighted sign or lighting device thereof be so placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a public street, highway, sidewalk or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance.
 2. Existing outdoor advertising signs are subject to Section 17.40.210.
 3. Subdivision signs are subject to Section 17.40.220.
 4. Signs, except outdoor advertising signs, may be single-, double- or multifaced, provided that:
 - a. The distance between the faces of any double-faced sign, other than a "V"-shaped projecting sign, shall not exceed 36 inches; and
 - b. The separation between the intersecting faces of any multifaced sign shall not exceed 12 inches.
 5. Any sign located on vacant and unoccupied property, and which was erected for an occupant or business unrelated to the present occupant or business, or any sign which pertains to a time, event or purpose which no longer exists shall be removed within 30 days after the purpose for, or use utilizing such sign has been removed from such property.
 6. Any permitted sign may be a changeable copy sign.
 7. All signs shall be designed in the simplest form and be free of any exposed bracing, angle iron, guy wires, cables or similar devices.
 8. The exposed backs of all signs visible to the public shall be suitably covered, finished and properly maintained.
 9. All signs shall be maintained in good repair, including display surfaces which shall be kept neatly painted or posted.
 10. Any sign which does not conform to the provisions of this title shall be made to conform or shall be removed as provided in subsection B.4. of Section 17.32.850 except as provided in Section 17.32.850B.4.c.
 11. Except where otherwise specifically provided by this title, sign regulations established pursuant to this title shall not apply to signs within a building, arcade, court or other similarly enclosed area where such signs are not visible to the public without entering such facilities.
 12. The height of all signs shall be measured from the highest point of the sign.
- D. Computation of Sign Area. The surface area of any sign face shall be computed from the smallest rectangles, circles and/or triangles which will enclose all words, letters, figures, symbols, designs and pictures, together with all framing, background material, colored or illuminated areas, and attention-attracting devices forming an integral part of the overall display, but excluding all support structures, except that:
1. Superficial ornamentation of a non-message-bearing character which does not exceed 5% of the surface area shall be exempted from computation; and
 2. Wall signs painted on or affixed directly to a building wall, façade or roof, and having no discernible boundary, shall have the areas between letters, words intended to be read together, and any device intended to draw attention to the sign message included in any computation of surface area; and

3. Signs placed in such a manner, or bearing a text, as to require dependence upon each other in order to convey meaning shall be considered one sign and the intervening areas between signs included in any computation of surface area; and
4. Spherical, cylindrical or other 3-dimensional signs not having conventional sign faces shall be considered to have 2 faces and the area of each sign face shall be computed from the smallest 3-dimensional geometrical shape or shapes which will best approximate the actual surface area of said faces.

(Ord. 711 § 23, 1995; prior zoning ord. § 241.061)

17.16.220 - Design and performance standards.

The following design and performance standards shall be met for development in the I zones:

A. General requirements applicable to all development:

1. Access.
 - a. Driveways providing access to the site may be combined, relocated, or otherwise limited in order to minimize traffic conflicts and improve public safety. All driveways shall be constructed to comply with current city standards. All driveway locations are subject to the approval of the Director.
 - b. Entry drives into parking areas shall be of sufficient depth to provide for vehicle stacking appropriate to the size, location and intensity of the project served.
 - c. Access to drive-through facilities shall have a sufficient depth to provide vehicle stacking for not less than 7 automobiles at a depth of 24 feet per automobile per drive-through facility. (One bank teller station equals one such facility.) Such stacking space shall be designed in a manner which will not restrict access to or from parking spaces, aisles or driveways.
 - d. Public transit opportunities for turnouts, shelters and pedestrian access shall be considered for all sites abutting expressways or arterial streets.
 - e. Access and bicycle parking facilities shall be considered for all sites abutting or adjacent to a planned bicycle and/or trail facility.
2. Paving. Required parking areas, as well as the maneuvering areas and driveways used for access thereto shall be paved with: (NOTE: Permits are required for any work done in the public right-of-way.)
 - a. Concrete surfacing to a minimum thickness of 3½ inches with expansion joints as necessary; or
 - b. Asphalt surfacing, rolled to a smooth, hard surface having a minimum thickness of 2 inches after compaction, and laid over a base of crushed rock, gravel or other similar material compacted to a minimum thickness of 4 inches.
 - c. For commercial and industrial truck parking and drive aisles, asphalt surfacing rolled to a smooth hard surface having a minimum thickness of 3 inches after compaction and, at a minimum, designed to accommodate a traffic index (TI) of 6.5 as calculated

in accordance with the latest edition of the CalTrans Highway Design Manual. Large industrial projects may need a greater TI based upon their use.

- d. Other alternative material that will provide at least the equivalent in dust-free service, life and appearance of the materials and standards which would be employed for development pursuant to subsection A.2.a. or b. of this subsection.
 - e. The Director shall review and report on the adequacy of paving where modification of base is proposed under subsection A.2.b. of this section, or where alternative materials are proposed under subsection A.2.d. of this section. The Director may approve such modification or such alternative materials if, in his opinion, the evidence indicates compliance with subsection A.2.b. or A.2.d. of this section, as the case may be.
3. Size and Marking of Spaces.
 - a. No less than 65% of the parking spaces shall exhibit minimum dimensions of 9 feet in width by 20 feet in length, with required disabled person spaces at the dimensions as provided by law.
 - b. No more than 35% of the parking spaces may exhibit minimum dimensions of 8 feet in width by 17 feet in length. Such spaces shall be labelled "compact car only" in a manner acceptable to the Director.
 - c. No parking shall occur in the first 10 feet of a required front or street side yard.
 - d. Where parking abuts an alley, the improved alley may be used as an aisle subject to approval of the parking lot design.
 - e. For parallel parking, minimum aisles are 12 feet and minimum parking space dimensions are 8 feet by 24 feet.

See the following diagrams for parking design options.

4. Circulation. Mark entrances and exits clearly. Vehicular circulation should be "one-way" in each aisle or "two-way" if the aisle width is a minimum of 20 feet. No aisle shall be less than 12 feet in width.
5. Loading Spaces. Such spaces shall be required as specified by the Director.
6. Buffering. A masonry wall of 6 feet in height shall be provided at the property line where the activities of a commercial or industrial use are anticipated to be incompatible with existing commercial, industrial or residential uses. It shall be the burden of the applicant to prove to the satisfaction of the Director or his designated representative that the project will not create or be subject to conditions necessitating a wall at the time of site plan review if a wall is not desired by the applicant.
7. Building Design.
 - a. Building design standards applicable to all I zones:
 - 1) Roof treatment shall be the same on the periphery of the building, except where a different treatment is required by the city building code.
 - 2) Solar access and prevailing winds should be considered in building design and orientation.

- 3) Additions to existing buildings shall generally conform to the design of the existing building. New building size, materials and color shall be consistent with the scale and design of the building to which it is attached.
 - b. Building design standards applicable to the LI zone:
 - 1) Building components such as windows, doors, eaves and parapets shall have good proportions and relationships to one another.
 - 2) Utility doors, access panels, fire doors, loading docks and other openings shall be treated as part of the architectural composition of buildings.
 - c. Building design standards applicable only to the LI zone:
 - 1) An exterior color scheme for all buildings or additions thereto shall be submitted with the building elevations for approval. The color scheme for existing neighboring buildings shall be indicated and considered.
8. Landscaping.
 - a. Landscape designs shall be consistent throughout a project site. A combination of landscape materials should be arranged in a harmonious manner as an integral part of project design to enhance building design, public view, and interior spaces and provide buffers and transitions as needed. Unrelated and random choice or placement of plant materials shall be avoided; however, variety may be employed to intensify distinction between spaces or to strengthen a sense of place or movement, or to promote energy and water conservation and mitigate erosion.

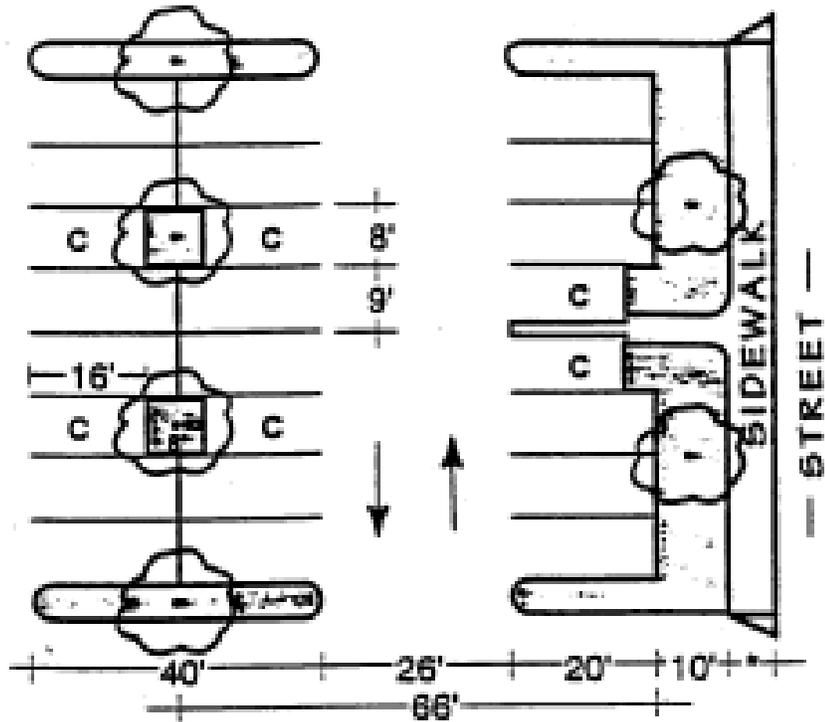
PARKING LOT DESIGN OPTIONS

90°

STANDARD 90° - MINIMUM PARKING SPACE 9' X 20'

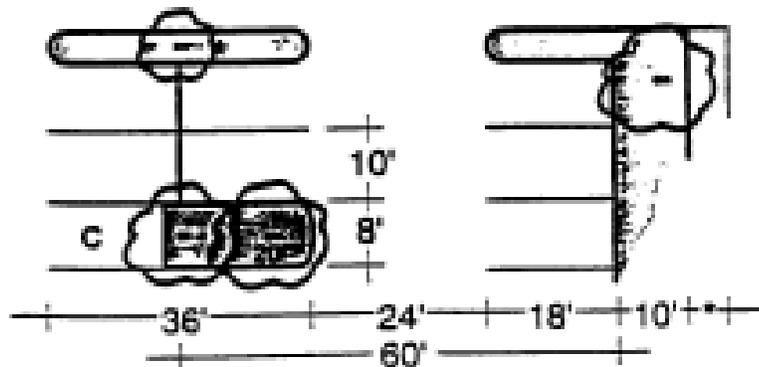
OPTION 90°-1 - MINIMUM PARKING SPACE 10' X 18'

C- ALL COMPACT PARKING SPACES ARE 8' X 18'



* SIDEWALK WIDTH IN ACCORDANCE WITH CITY STANDARDS FOR THE STREET CLASSIFICATION.
END STALLS PARALLEL TO WALLS OR FENCES SHALL BE 10' IN WIDTH.

OPTION 90°-1



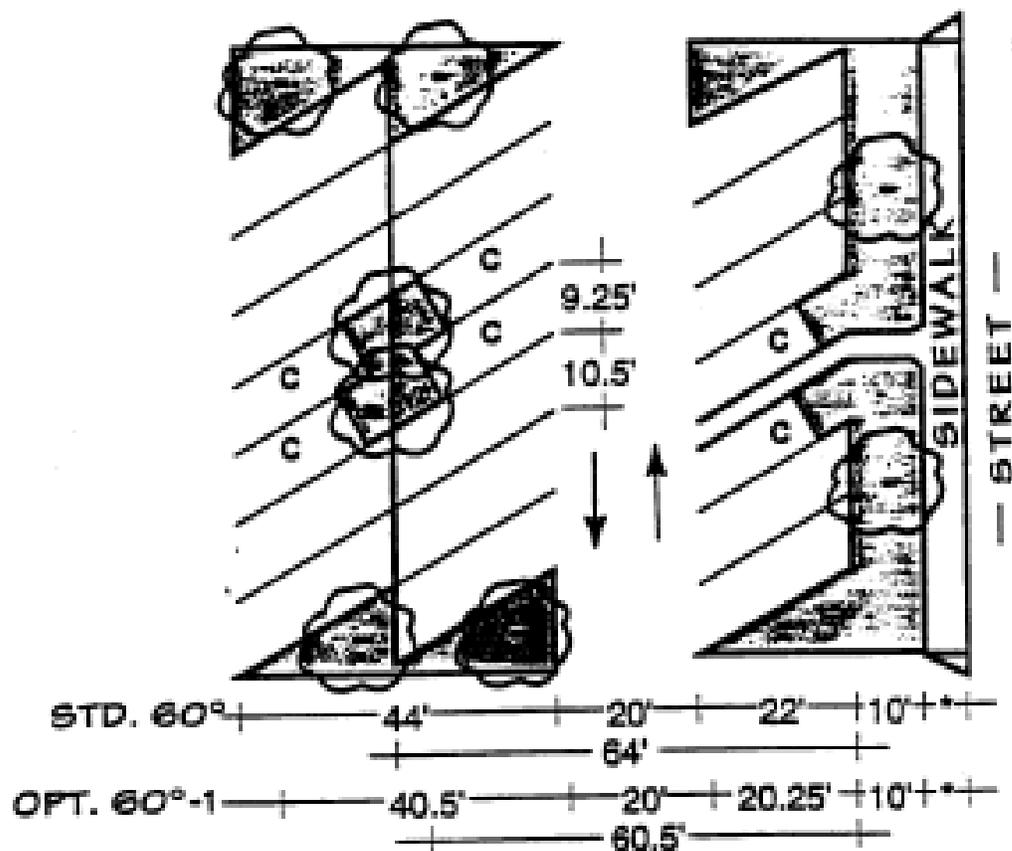
PARKING LOT DESIGN OPTIONS, cont.

60°

STANDARD 60° - MINIMUM PARKING SPACE 9' X 20'

OPTION 60°-1 - MINIMUM PARKING SPACE 9' X 18'

C- ALL COMPACT PARKING SPACES ARE 8' X 16'

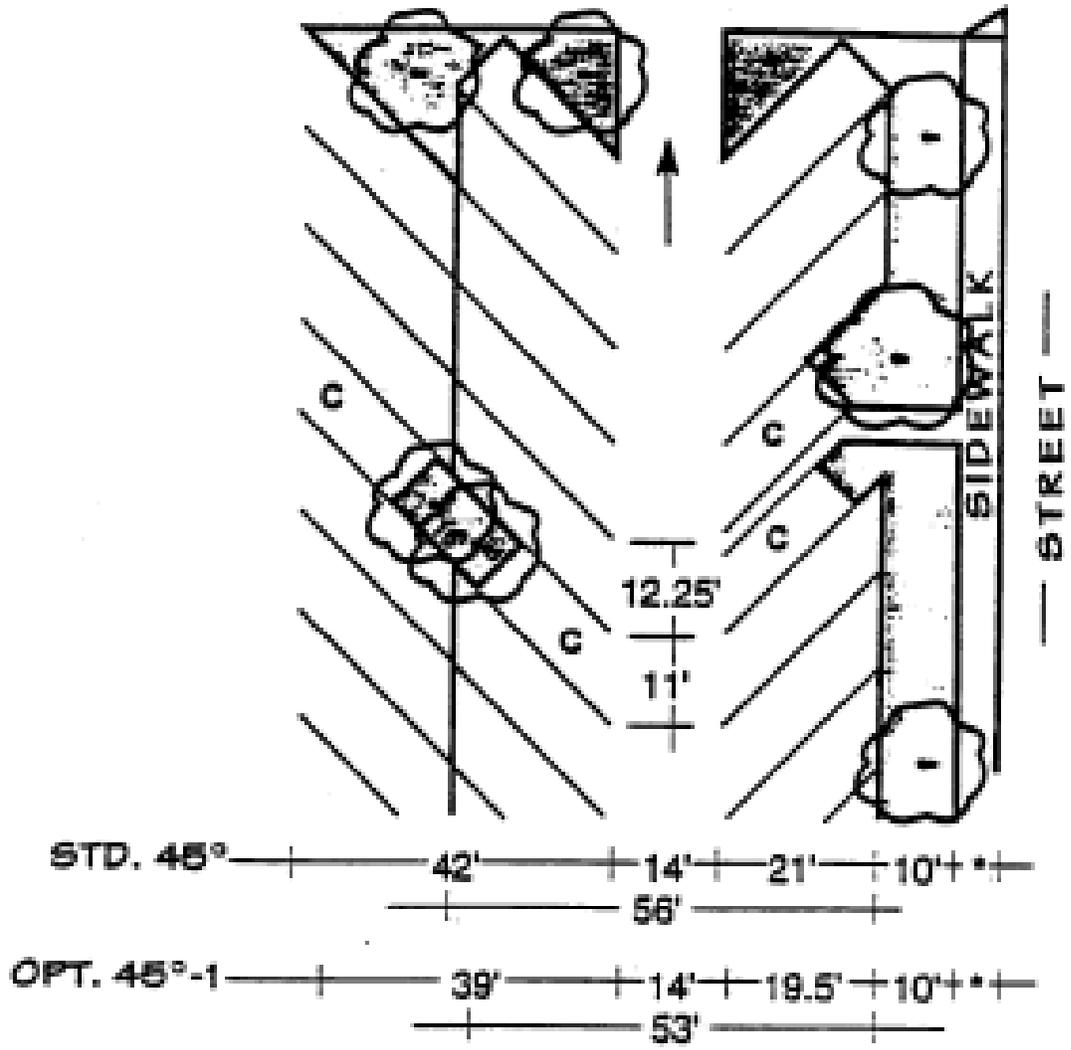


* SIDEWALK WIDTH IN ACCORDANCE WITH CITY STANDARDS FOR THE STREET CLASSIFICATION.

PARKING LOT DESIGN OPTIONS, cont.

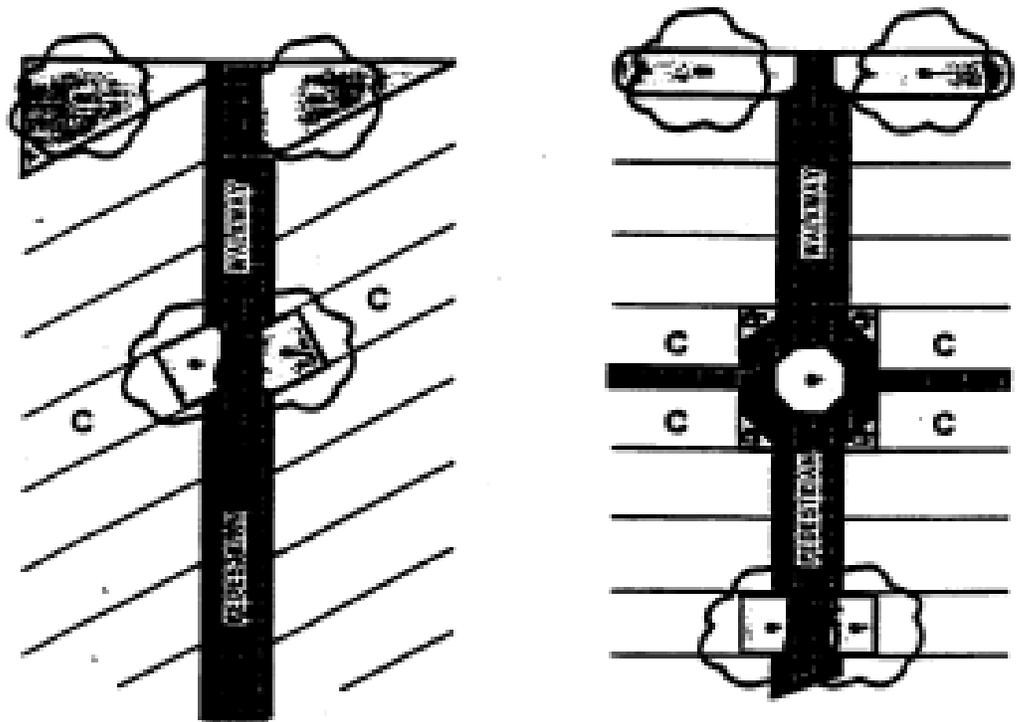
45°

STANDARD 45° - MINIMUM PARKING SPACE 9' X 20'
 OPTION 45°-1 - MINIMUM PARKING SPACE 9' X 18'
 C- ALL COMPACT PARKING SPACES ARE 8' X 16'



* SIDEWALK WIDTH IN ACCORDANCE WITH CITY STANDARDS FOR THE STREET CLASSIFICATION.

PEDESTRIAN WALKWAY OPTIONS



DESIGNS ALLOW PEDESTRIANS TO WALK TO OR FROM THEIR CARS OR TO SIDEWALKS ON ADJOINING STREETS WITH MINIMAL CONFLICT WITH PARKING LOT TRAFFIC.

- b. The type, scale and proportion of landscape materials shall be appropriate to the site and/or structures to which they relate.

- c. Plant material shall be selected for interest in its structure, texture, color, ultimate growth and water efficiency. Plants that are native or climate adaptive to the high desert area of Lancaster and/or others that will be hardy, harmonious with project design, and of good appearance, shall be used. Drought-resistant varieties of plants shall be used wherever feasible. Turf shall not be permitted. Drought-resistant varieties of plants shall be used in accordance with Title 8, Chapter 8.50, Landscaping Installation and Maintenance of the Lancaster Municipal Code.
- d. Landscaped areas shall be irrigated by an automatic system with separate stations for each hydrozone. The irrigation system shall be designed and equipped to incorporate water conservation techniques such as drip systems, moisture sensors and anti-drain valves. Sprinkler systems shall be designed to prevent water from falling onto impervious surfaces. The system shall comply with Title 8, Chapter 8.50, Landscaping Installation and Maintenance of the Lancaster Municipal Code.
- e. All areas which are within a site which has been approved by the city for development as a site plan or approved phase thereof, which are not needed for buildings, sidewalks, vehicle access or parking, shall be landscaped.
- f. All landscaped planter areas shall be completely bordered by a 6-inch P.C.C. curbing to prevent irrigation runoff and act as a wheel stop where necessary. Where used as a wheel stop, the 6-inch curb may be counted toward the required length of the parking space.
- g. All interior areas of parking lots shall be landscaped with a minimum of one shade tree plus one shade tree for each 4 parking spaces along with the other plant materials.
- h. Lots of 5,000 square feet or less in area shall have the area used for vehicle ingress, egress, circulation and parking, landscaped in accordance with the following percentages:

Zone	Landscaping
LI	5%
HI	2%

Only landscaped areas exclusive of curbs shall qualify toward meeting this requirement and no landscaped area with a dimension of less than 2 feet shall be credited toward meeting the landscape requirement.

- i. Lots of more than 5,000 square feet in area shall have the area used for vehicle ingress, egress, circulation and parking, landscaped in accordance with the following percentages:

Zone	Landscaping
LI	7%

HI	4%
----	----

Only landscaped areas exclusive of curbs shall qualify toward meeting this requirement and no landscaped area with a dimension of less than 2 feet shall be credited toward meeting this landscape requirement.

- j. Where off-street parking areas abut local or collector public streets, such areas shall be separated from an abutting street by a continuous landscaped planter which extends parallel to the street frontage of the parking area. Said planter shall be a minimum of 10 feet in width exclusive of perimeter curbs. Up to ½ of the area of this required landscaped planter may be counted toward fulfilling the requirements of subsection A.8.h. or i. (See Section 17.16.130.B.2.E and 17.16.130.B.4., regarding landscaping in yards.)
 - k. Trees and landscaping shall be utilized wherever possible to shade buildings as a means of enhancing energy conservation.
 - l. No tree shall be less than 15 gallon size. At least 50% of all shrubs shall be of 5-gallon size, and no shrub shall be less than one-gallon size. Ground covers shall be planted no further apart than 6 inches on center.
 - m. All landscaped areas shall be continuously and properly maintained in good condition. (See definition of landscape maintenance in Section 17.04.240.)
9. Lighting. The intent of this requirement is to properly illuminate the site without producing an adverse impact on neighboring property. Exterior lighting of the building and site shall be provided, maintained and utilized during the hours of darkness in accordance with the following requirements:
- a. Exterior lighting shall be part of the architectural concept. Fixtures, standards, and all exposed accessories shall be compatible with building design.
 - b. Placement of lighting shall be in accordance with recognized crime prevention, and safety principles.
10. Outside storage or display. All outside storage shall be developed to comply with all standards set forth herein, except for those uses which have been specifically exempted therefrom:
- a. The uses listed in Section 17.16.130 B.5. are exempt from these requirements except for the following uses which shall comply:
 - 1) Automobile impound yards;
 - 2) Electric distribution substations;
 - 3) Equipment rental and sales shall comply in the LI zone only;
 - 4) Gas metering and control stations, public utility.
 - b. All outside storage or display in the LI zone which is open to view from any street or highway abutting the lot or parcel of land upon which it is conducted, or which is open to view from any other lot or parcel shall be screened from view by a solid masonry wall constructed to Los Angeles County D-65 standards or as otherwise specified by the city.

Gates, where used, shall also be of solid construction unless another design is approved by the Director. Chain link with slats is not acceptable.

- c. All outside storage or display in the HI zone which is open to view from freeways, expressways or arterial streets abutting the lot or parcel of land upon which it is conducted, or which is open to view from any area zoned or used for residential purposes, or which is open to view from any existing industrial use of a nature which, in the opinion of the Director, is adversely affected by the appearance of the outside storage or display, shall be screened from view by a solid masonry wall constructed to Los Angeles County D-65 standards or as otherwise specified by the city. Gates, where used, shall be of solid construction unless another design is approved by the Director. Chain link with slats is not acceptable.
- d. All walls or fences shall be of uniform height in relation to the ground upon which they stand and shall be a minimum of 6 feet and shall not exceed 15 feet in height. The actual height shall be based upon the height of the materials to be stored and methods of stacking said materials and the need for security. (See subsection A.10.f.4) of this section for clarification.)
- e. All outside storage and display or portions thereof which do not fall under the requirements of subsection A.10.c. of this section shall be fenced with chain link or other durable metal material approved by the Director. No wood fence materials will be allowed. All fences shall be of uniform height in relation to the ground upon which they stand and no fence shall be less than 6 feet and shall not exceed 15 feet in height. The actual height shall be based upon the height of materials to be stored and methods of stacking such materials and the need for security.
- f. All portions of outside storage and display areas shall meet the following requirements:
 - 1) The site shall be graded to drain properly as required by the Director.
 - 2) Applicants must obtain approval of the Los Angeles County Fire Department prior to obtaining any city permits for any use that includes the manufacture, use or storage of hazardous materials or wastes.
 - 3) The surface of the site shall be covered with at least 2 inches of crushed rock to prevent dust, or if hazardous materials are used or wastes are stored anywhere in the outdoor storage area, the entire area where such materials are used or stored shall, at a minimum, be paved in accordance with the standards of subsection A.2.a. of this section without expansion joints and with a curb for containment in accordance with city standards. Additional requirements may be imposed by the Los Angeles County Fire Department.
 - 4) All raw material, equipment, by-product, waste or finished products:
 - a) Shall not be stored above the height of the wall or fence enclosing the area; and
 - b) Shall not be stored within 300 feet of residentially zoned property, except where such property is separated by an arterial street; and
 - c) Shall be stored in a manner that will not allow any material to be blown from the enclosed storage area; and

- d) Shall not be placed or allowed to remain outside the enclosed storage area.
 - g. The design requirements for outside storage and display as set forth in this title shall not relieve the proprietors of such uses from complying with all applicable regulations, laws and ordinances of the city of Lancaster, county of Los Angeles, state of California, or the United States.
- 11. Screening.
 - a. Screening standards applicable to all I zones:
 - 1) Where mechanical equipment, junction boxes, satellite antennae, meters and similar utility equipment is ground mounted it shall be enclosed or screened from view where necessary to preclude visibility from freeways, expressways and arterial streets and adjacent properties.
 - 2) Parking areas adjacent to streets shall be screened with landscaping in the required yards and with low decorative walls, berms or combinations thereof. Where walls are used they shall be placed so as not to obscure landscaped areas from the street.
 - b. Screening standards applicable to the LI zone:
 - 1) All rooftop mechanical equipment, ducts, tanks, satellite antennae, etc., shall be enclosed or otherwise screened from view from all sides of the building. (This requirement does not include wind-powered turbines used for ventilation.)
 - 2) Loading areas shall be screened from view where necessary to preclude visibility from public streets and highways and adjacent properties.
 - c. Screening standards applicable to the HI zone:
 - 1) All rooftop mechanical equipment, ducts, tanks, satellite antennae, etc., shall be enclosed or otherwise screened from view from all sides of the building only where necessary to preclude visibility from freeways, expressways or arterial streets or adjoining residential, commercial or light industrial areas. (This requirement does not include wind-powered turbines used for ventilation.)
 - 2) Loading areas shall be screened from view only where necessary to preclude visibility from freeways, expressways and arterial streets and adjacent residentially and commercially zoned properties.
- 12. Service for Utilities. All on-site utility services shall be underground.
- 13. Signs.
 - a. Sign design standards applicable to all I zones:
 - 1) The colors, materials and lighting of every sign shall be restrained and harmonious with the building and site to which it principally relates.
 - 2) The number of graphic elements on a sign shall be held to the minimum needed to convey the sign's major message and shall be composed in proportion to the area of the sign face.
 - 3) The light source of externally illuminated signs shall not be visible.
 - 4) No sign shall be placed in or over any public right-of-way.

- 5) Street numbers of all buildings shall be prominently located and not less than 8 inches in height on a contrasting background to be easily read from the street by public safety personnel (i.e., police, fire, ambulance).
 - b. Sign design standards applicable only to the LI zone:
 - 1) Use of individual letters for all signing is preferred and encouraged over "cabinet" signs. Where cabinet signs are utilized, such cabinet must be integrated into the design of the building or structure.
14. Refuse/Recycling Storage. Commercial, industrial and institutional uses shall have on the same lot or parcel a refuse/recycling storage area at a ratio of 20 square feet of refuse/recycling storage area for each 1,000 square feet or portion thereof of net floor area of the facility but not less than 6 feet in width nor less than 18 in length (exterior dimension). Such storage areas shall include separate containers for waste and for materials to be recycled. Each container shall be clearly marked or color coded for its intended use. Such storage areas shall be enclosed on 3 sides by a minimum 5-foot-high reinforced masonry or concrete wall with a sight-obscuring gate of noncombustible materials which is the same height as the enclosing walls. The floor of the enclosure shall be of concrete construction and the walls shall be protected by a concrete curb not less than 2 inches high by 6 inches wide or conventional concrete wheel stops to preclude damage by dumpsters. Such storage areas shall not be placed in a location which is openly exposed to a fronting street or a neighboring residential area.
15. Special Standards for Automobile Dismantling, Scrap Metal Processing Yards and Junk and Salvage Yards. No automobile dismantling yard or junk and salvage yard (as defined in Section 17.04.240) shall be permitted or maintained in the HI zone unless it complies with the following requirements:
- a. All operations and storage, including all equipment used in conducting such business, other than parking, shall be conducted within an enclosed building, or within an area fully enclosed by a solid wall. No wrecked or dismantled vehicles, salvage or junk shall be placed or allowed to remain outside of the enclosed yard area.
 - b. No wrecked or dismantled vehicles, salvage or junk shall be stored at a height greater than the surrounding wall.
 - c. Where walls are required they shall be developed in accordance with the following standards:
 - 1) All walls shall be of a uniform height in relation to the ground upon which they stand, and shall be a minimum of 8 feet and shall not exceed 15 feet in height. No walls shall be placed in a required front or street side yard established by Section 17.16.130.B.2.

The required setback shall be landscaped in accordance with Sections 17.16.130.B.2.e., 17.16.130.B.4. and 17.16.220. All landscaped areas shall be continuously and properly maintained in good condition as defined in this title.
 - 2) Walls shall be constructed of masonry to the structural standards specified by the Director.
 - 3) Gates: shall be of solid construction. (Chain link with slats does not fulfill this requirement.)

- 4) Other interior fences or walls not open to view may be constructed of alternative materials as approved by the Director.
- 5) All fences and walls shall be constructed in a workmanlike manner and shall consist solely of new materials unless the Director approves the substitution of used materials where, in his opinion, such used materials will provide the equivalent in service, appearance, and useful life.
- 6) All walls shall be a uniform neutral color excluding black, which blends with the surrounding terrain and improvements and shall be maintained in a neat, orderly condition at all times. Such wall may contain signs as approved by the Director in lieu of freestanding signs with an area not to exceed the sign area permitted for freestanding signs.
- 7) Any structures which are used as part of the yard boundaries and/or are exposed to view from the street frontage shall be painted to conform with the color of the fencing. The Director may approve other appropriate architectural treatment.

d. Paving.

- 1) The entire yard shall be paved with an asphalt surfacing as specified in subsection A.2.b. of this section or the Director may approve other paving materials which provide, in his opinion, the equivalent in service and useful life. The requirement may be waived where the Director finds that no dust or other problem would be aggravated by the absence of surfacing.
- 2) If hazardous materials are used or wastes are stored anywhere in an outdoor storage area, the entire storage area and area where the materials are used shall be paved in accordance with subsection A.2.a. of this section without expansion joints and with a curb sufficient for containment in accordance with city standards.

e. The special standards for automobile dismantling yards and junk and salvage yards set forth in this title shall not relieve the proprietors of such yards from complying with all regulations, laws and ordinances of the city of Lancaster, county of Los Angeles, state of California or the United States.

16. Hazardous Materials. Applicants must obtain the approval of the Los Angeles County Fire Department prior to obtaining any city permits for any use which includes the manufacture or use, of hazardous materials or the storage of hazardous materials or wastes.
17. Radioactive Materials. The use of radioactive materials shall be limited to measuring, gauging or calibration equipment.
18. Noise. Uses which generate noise by the nature of their function and/or processes shall be required to demonstrate that the noise levels emitted from the use shall not exceed 65 dBA at any property line which abuts a commercial or residential zone or use. A detailed noise attenuation study by a qualified acoustical engineer may be required by the Director or his designated representative to determine appropriate mitigation and methods to incorporate same into project design. Site design methods which may be utilized to reduce noise include:

- a. The use of building setbacks and dedication of noise easements to increase the distance between the noise source and receiver;
 - b. The location of uses and orientation of buildings which are compatible with higher noise levels adjacent to noise generators or in clusters to shield more noise-sensitive areas and uses;
 - c. The placement of noise-tolerant land uses, such as parking areas, between the noise source and receiver;
 - d. The placement of noise-tolerant structures, such as garages or carports, to shield noise-sensitive areas;
 - e. Clustering of office or commercial structures to reduce interior open space noise levels.
19. Projections Permitted into Yards. The following projections are permitted in the LI zone only.
- a. Eaves, cantilevered roofs, awnings and similar architectural features may project a maximum distance of 2½ feet into any required front or side yard or 5 feet into a rear yard, provided that such features shall maintain a minimum distance of 3 feet from any property line and is not less than 8 feet in height above grade. Such appendages shall be supported only at or behind the building setback line.
 - b. Landing places including access stairs, which exceed an average height of 2½ feet and do not extend above the level of the first floor may project a maximum distance of 2 feet into required interior side yards, and a maximum distance of 5 feet into required front and side yards, provided such features shall maintain a minimum distance of 3 feet from any property line, and that an open-work railing installed shall not exceed 3½ feet in height.
 - c. Rain conductors, spouts, utility service risers, shutoff valves, water tables, sills, capitals, bases, cornices and belt courses may project a maximum distance of one foot into any required yard.
 - d. Water heaters, water softeners, and gas or electric meters, including service conduits and pipes, enclosed or in the open, may project a maximum distance of 2½ feet into a required interior or rear yard provided that such structures or equipment shall maintain a minimum distance of 3 feet to any property line.
20. Electric Vehicle Charging Stations (EVCS). New commercial and industrial development shall provide for electric vehicle charging stations in the manner prescribed as follows:
- a. New residential uses shall provide EVCSs in accordance with Section 17.08.150T.
 - b. New commercial, industrial and other uses with the building or land area, capacity, or numbers of employees listed herein shall provide the electrical service capacity necessary and all conduits and related equipment necessary to ultimately serve 2% of the total parking spaces with EVCSs in a manner approved by the building and safety official. Of these parking spaces, ½ shall initially be provided with the electric vehicle supply equipment necessary to function as on-line EVCSs upon completion of the project. The remainder shall be installed at such time as they are needed for use by customers,

employees or other users. EVCSs shall be provided in disabled person parking spaces in accordance with state requirements.

- 1) Construction of a hospital of 500 or more beds, or expansion of a hospital of that size by 20% or more.
- 2) Construction of a post-secondary school (college), public or private, for 3,000 or more students, or expansion of an existing facility having a capacity of 3,000 or more students by an addition of at least 20%.
- 3) Hotels or motels with 500 or more rooms.
- 4) Industrial, manufacturing, or processing plants or industrial parks that employ more than 1,000 persons, occupy more than 40 acres of land, or contain more than 650,000 square feet of gross floor area.
- 5) Office buildings or office parks that employ more than 1,000 persons or contain more than 250,000 square feet of gross floor area.
- 6) Shopping centers or trade centers that employ 1,000 or more persons or contain 500,000 square feet of gross floor area.
- 7) Sports, entertainment, or recreation facilities that accommodate at least 4,000 persons per performance or that contain 1,500 or more fixed seats.
- 8) Transit projects (including but not limited to transit stations and park and ride lots).

B. When abutting or adjacent to residentially zoned property, the following requirements shall also be applied:

1. Artificial lighting used to illuminate the premises shall be directed away from adjacent residentially zoned properties.
2. Where multi-story buildings are to be utilized on lots abutting residentially zoned properties, such buildings shall be located or oriented in a manner which will minimize visual intrusion into neighboring residentially zoned property. (This may be accomplished by setting the building back from the abutting property line beyond the distance required for the yard, selective placement or screening of windows, orienting the building in a manner which will not give occupants a direct view into the yards or windows of neighboring residents.)
3. No signs shall be placed in a manner which visually intrudes into adjoining residentially zoned property.
4. Trees shall be utilized as a means of improving the interface between commercial and residential uses where appropriate.
5. When abutting residentially zoned property, a masonry wall of not less than 6 feet in height shall be provided at the property line in accordance with the provisions for walls specified in Section 17.28.030.C to minimize conflicts between commercial and residential uses. This requirement shall be modified, where necessary to preclude interference with line-of-sight of a driver within 10 feet of any street, highway or alley, down to a maximum height of 42 inches. The design of the wall shall be considered as part of the site plan review. The site and any buildings thereon shall be designed to locate noise- and odor-generating equipment and activity in a manner which will have a minimal impact on abutting residentially zoned property. Such techniques may include, but are not limited to, no windows on the building wall(s) facing residentially zoned property, insulating structures housing equipment against noise, limitation

of the hours of equipment operation, and other controls designed for specific problems. It shall be the burden of the applicant to prove that his project will not have a detrimental effect on neighboring residential property at the time of site plan review.

- C. All uses shall comply with the air quality standards of the Air Quality Management District (AQMD) or the city of Lancaster, whichever is more restrictive.

(Ord. 790 § 1 (Exh. A), 2001; Ord. 713 § 5 (part), 1995; Ord. 711 §§ 17 (part), 18 (part), 19(C) (part), 29 (part), 34 (part), 35 (part), 1995; prior zoning ord. § 241.080)

(Ord. No. 907, § 6, 10-28-08)

17.36.020 - Public hearings procedure.

- A. Notice of. No less than 10 days prior to the date of any hearing other than a hearing on an application to grant a cemetery permit, the Director shall:
1. Cause a copy of a notice of the time and place of such hearing to be published as follows:
 - a. Hearings on general amendments to the ordinance shall be published once in a newspaper of general circulation in the county of Los Angeles;
 - b. Hearings on permits, variances, nonconforming uses or structure review, or zone changes shall be published once in a newspaper of general circulation in the county of Los Angeles available in the community in which the permit or variance is proposed to be established except that, conditional use permits for a rock quarry, sand, gravel, or any excavation for the purpose of obtaining clay, decomposed granite or similar material shall be published in 2 newspapers of general circulation at least one of which is a newspaper available in the community in which such use is proposed to be established. Such publications if made in a daily newspaper, shall be for a period of not less than 5 consecutive publications of such newspaper, and if made in a weekly newspaper, shall be for a period of not less than 2 consecutive publications of such paper the first publication in either case appearing not less than 20 days before the date of the hearing;
 2. Cause a notice to be mailed by first class mail, postage prepaid, to:
 - a. The applicant and all persons listed in the application or petition as owners of the property under consideration, and
 - b. All persons whose names and addresses appear on the verified lists of property owners required to be submitted by the applicant, and
 - c. Such other persons whose property might in his judgment be affected by such application or permit;
 3. Cause a notice of the time and place of such hearing to be sent to such public officers, departments, bureaus or agencies who, in the opinion of the Director, might be interested, requesting a report thereon;
 4. If for a revocation, also serve upon every person, if any, in real or apparent charge and control of the premises involved, the record owner, the holder of any mortgage, trust deed or other lien or encumbrance of record, the holder of any lease of record, the record holder of any other estate or interest in or to the premises or any part thereof, written notice of the time and place of such hearing either in the manner required by law for the service of summons, or by registered mail, postage prepaid;
 5. If the Director finds that the publication and mailing required by subsections A.1. and 2. of this section will not give sufficient notice to those persons who may be affected, he also shall post at such locations as he deems best suited to inform such persons, notices of the time and place of such hearing.
 6. For centers with two or more tenant spaces, each tenant within the center shall be notified of the public hearing notice.
- B. Continuance of. If for any reason, the testimony on any case set for public hearing cannot be completed on the appointed day, the chairman of such hearing may before adjournment or

recess, publicly announce the time and place at which said hearing will be continued and no further notice thereof shall be required.

C. Notice of Action. The commission shall serve notice of its action upon:

1. The applicant for a permit, variance, nonconforming use or structure review, or zone change, or the person owning and/or operating a use for which the revocation of a permit, variance, or nonconforming use or structure is under consideration as required by law for the service of summons or by registered or certified mail, postage prepaid, return receipt requested; and
2. The following persons by first class mail, postage prepaid:
 - a. The first 3 protestants testifying or speaking at the public hearing, except at a hearing for the revocation or modification of any permit, variance, or nonconforming use or structure,
 - b. The first 3 persons testifying or speaking at a public hearing in favor of the revocation or modification of any permit, variance, or nonconforming use or structure,
 - c. Any other persons testifying or speaking at a public hearing that request such notification from the chairman at the hearing.

(Prior zoning ord. §§ 631—633)

Article VII. - Nonconforming Uses and Structures

17.32.830 – Purpose

This article is intended to allow for the continuation, maintenance, and limited expansion of uses, lots, and structures established in compliance with development codes in effect at the time of establishment of the use of structure, but not noncompliance with current development codes.

(Prior zoning ord. § 509.1)

17.32.840 - Establishment of lawful nonconforming uses, structures and lots

Any lawfully established use, structure, or lot that is in existence on the effective date of the ordinance codified in this title or any subsequent amendment but does not comply with all of the standards and requirements of this title shall be considered nonconforming. Nonconforming uses and structures may only be continued subject to the requirements of this Article.

- A. Nonconformities, Generally. A nonconformity may result from any inconsistency with the requirements of this title including, but not limited to location, density, floor area, height, yard, usable open space, buffering, performance standards, or the lack of an approved permit of other required authorization.
- B. Nonconforming Lots. Any lot that is smaller than the minimum lot size required by this title or does not meet any of the applicable dimensional requirements shall be considered a lawful nonconforming lot if it is described in the official record on file in the office of the Los Angeles County Recorder as a lot of record under one ownership. A nonconforming lot may be used as a building site subject to compliance with all applicable requirements, unless a variance or other modification or exception is approved as provided in this title.

17.32.850 - Continuation and maintenance of nonconforming uses and structures

- A. A use legally occupying a structure or site, as of the effective date of this code, that does not conform with the use regulations or the standards in the zone in which the use is located shall be deemed to be a legal nonconforming use and may be continued in perpetuity.
- B. A structure legally occupying a site as of the effective date of this code that does not conform with the property development standards for required yards, height, coverage, distances between structures, or other standards for the zone in which the structure is located shall be deemed to be a legally nonconforming structure and may be used and maintained in perpetuity.
- C. It shall not be the intent of this section to render previously legally created building lots or legally constructed buildings which do not comply with the new property development regulations or other requirements of this title to be nonconforming where these lots or buildings complied with the ordinances in effect at the time of construction. However, proof of compliance with ordinances in effect at the time of creation or construction shall be the sole burden of the applicant or property owner. Such proof may include building permits, minutes of council or commission action, case files, or other documentation.

- D. Routine maintenance and repairs may be performed on a structure or site, the use of which is legal nonconforming.
- E. When interpreting setbacks for a residential use in a residential zone that are legal nonconforming, new construction shall be permitted to maintain/continue the existing setback, provided the structure does not further encroach into the existing setback area by either further reducing the existing setback.
- F. Any nonconforming publicly owned use, including but not limited to, schools, colleges, parks, libraries, fire stations, sheriff stations and other public sites, may be added to, extended or altered if such additions, extensions or alterations do not extend beyond the boundaries of the original site established prior to the time approval was required. Nothing in this title pertaining to nonconforming structures shall be construed to require the termination, discontinuance or removal of such uses except as provided in Section 17.32.900.
- G. Any nonconforming public utility building, structure, equipment or facility necessary for operating purposes, but excluding offices, service centers or yards, may be added to, extended or altered, provided there is no change in use or enlargement of the original site established prior to the time such approval was required. Nothing in this ordinance pertaining to nonconforming structures shall be construed to require the termination, discontinuance or removal of such uses except as provided in Section 17.32.900.

17.32.860 - Restoration of damaged structure

- A. Whenever a structure which does not comply with the property development standards prescribed in the zone in which the structure is located is destroyed by fire or other calamity to the extent of fifty percent (50%) or more, the structure may be restored and the legal nonconforming use may be resumed; provided, that restoration is started within two (2) years from the date of the calamity and diligently pursued to completion. The new structure may be restored to its original height or the maximum height permitted in the zone in which it is located, whichever is greater, and must be in full conformity with the parking, setback, and landscaping standards for that zone in effect at the time of reestablishment.
- B. The extent of damage shall be based upon the ratio of the estimated cost of restoring the structure to its condition prior to such damage to the estimated cost of duplicating the entire structure as it existed prior thereto. Estimates for this purpose shall be made by or shall be reviewed and approved by the Building Official and shall be based on the minimum cost of construction in compliance with the Building Code. In the case of a use with multiple structures, the damage ratio shall be determined by comparing the cost of restoring the damaged structure(s) to its (their) condition(s) prior to such damage to the estimated cost of duplicating all structures associated with such use.
- C. Whenever a structure is damaged less than fifty percent (50%), the structure shall be replaced to its legal nonconforming status or replaced with a structure in conformance with the code.

17.32.870 - Zoning Compliance Review

- A. Uses and structures established in compliance with zoning codes in effect at the time of establishment of the use or structure but not in compliance with current zoning codes may obtain a certificate of zoning compliance through a Director's Review. A certificate of zoning compliance shall require a final occupancy review. The applicant must show, to the satisfaction

of the Director, that the structure or use in question is in compliance with the original permit and/or codes in effect at the time the structure was constructed or the use was initiated

**Table 5-1:
Land Uses and Permit Requirements**

Uses	Downtown Districts:						
	BD	CD	TD	CA	CV	GD	NO
Retail/Service:							
Retail Store	P*	P*	P*	P*	C	P*	D*
Grocery Store/Mini Mart/Neighborhood Market	C	C	C	C	C	C	C
Personal Services	P	P	P	P	P	P	D
Restaurants/Cafe/Bakery/Deli	P*	P*	P*	P*	P*	P*	D
Bar/Nightclub/Dance Club	C	C	C	C	C	C	--
Art Gallery	P	P	P	P	P	P	D
Bank/Credit Union	C	P	C	C	C	C	D
Automated Teller Machine	P	P	P	P	P	P	D
Entertainment (theater, live music, karaoke, comedy, etc.)	C	C	C	C	C	C	C
Active Entertainment (virtual reality, escape rooms, etc)	D*	D*	D*	D*	D*	D*	D*
Similar retail/service use to those permitted above	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D
Office:							
Professional Office	P	P	P	P	P	P	D
Medical/Dental Office	P	P	P	P	P	P	D
Similar office use to those permitted above	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D
Lodging:							
Hotel/Bed and Breakfast Rooms	P	P	P	P	P	P	--
Conference/Meeting Room Space	P	P	P	P	P	P	--
Similar lodging use to those permitted above	P	P	P	P	P	P	--
Public/Semi-Public:							
Government Office	P	P	P	P	P	P	D
Day Care Center	P	P	P	P	C	P	D
Church/Religious Institution	C	C	C	C	C	C	D
Post Office	P	P	C	P	P	C	D
School	C	C	C	C	C	C	D
Recreation/Museum/Cultural	P	P	P	P	P	P	P
Similar public/semi-public use to those permitted above	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D
Residential:							
Detached Single-Family Unit	--	--	--	--	--	--	D
Condominium/Apartment/Studio/Loft Units	P	P	P	P	P	P	P
Assisted living facility	C	C	C	C	C	C	--
Home occupation/Artist Studio/Home Office	P	P	P	P	P	P	P
Similar residential use to those permitted above	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D
Prohibited Uses:							
Outdoor storage on private property	--	--	--	--	--	--	--
Manufacturing/warehouse/light or heavy industrial	--	--	--	--	--	--	--
Hospital	--	--	--	--	--	--	--
Gas/service stations	--	--	--	--	--	--	--
Adult only/Sexually-oriented businesses	--	--	--	--	--	--	--
Check Cashing for a Fee/Cash Advance/Bail bonds	--	--	--	--	--	--	--
Pawn Shop	--	--	--	--	--	--	--
Key: P Permitted Use C Conditional Use Permit Required D Director's Review Required -- Prohibited Use P/C/D Permitted if similar to permitted uses in the District or Director's Review required if similar to other uses that require a Director's Review in the District or Conditional Use Permit required if similar to other uses that require a Conditional Use Permit in the District * See text regarding alcohol sales							
BD: Boulevard District		TD: Transit District		CV: Civic Village District			
CD: Commerce District		NO: Neighborhood Office District		CA: Cedar Avenue Arts District			
GD: Gateway District							

OUTDOOR USES

Outdoor dining, merchandise displays, entertainers, temporary sidewalk/parking lot sales, and pushcart vendors may occur within the public sidewalk and on private outdoor spaces with the approval of an Outdoor Use Permit. The Planning Director has the authority to issue an Outdoor Use Permit if the following findings can be made.

- ◆ If located on a public sidewalk, the proposed use will maintain a minimum clear sidewalk path of at least five feet.
- ◆ The proposed use will not interfere with the ability of adjacent businesses, residents, or property owners to enjoy their property.
- ◆ If located on public property, the applicant has agreed to indemnify the City with an indemnification agreement satisfactory to the City Attorney. The applicant has also agreed to maintain liability insurance in the nature and amount satisfactory to the City Manager and City Attorney in order to protect the City from any potential claims that may arise from activity related to the use of public property. The policy shall name the City as an additional insured.
- ◆ The proposed use will not, under the circumstances of this particular case, be detrimental or injurious to property and improvements in the neighborhood, or to the general welfare of the City.

The Planning Director's decision to issue or deny an Outdoor Use Permit may be appealed to the Planning Commission.

NON-CONFORMING USES/BUILDINGS

Within Downtown Lancaster, there are uses and buildings that were lawfully established prior to the adoption of this Specific Plan. Many of these uses and buildings would not be allowed under the terms of this Specific Plan. As such, they are defined as non-conforming uses and buildings. Sections 17.32.830 thru 17.32.880 of the City of Lancaster Zoning Ordinance shall regulate non-conforming uses and buildings within Downtown Lancaster.

Commercial facade enhancements or renovations to legal non-conforming buildings shall be allowed if the enhancement or renovation does not enlarge the square footage of the building and the cost of the facade enhancement or renovation does not exceed 50% of the total replacement cost for the entire building or structure (as determined by the current building valuation guide sheet used by the Department of Building and Engineering Services to ascertain plan check and building permit fees). Projects that involve commercial facade enhancement or renovations to legal non-conforming buildings shall not be required to comply with the Development Specifications on Figure 5-10 through 5-17 since the non-conforming building was developed under different zoning regulations and standards. However, commercial facade enhancements or renovations shall be required to comply with the applicable facade Design Standards and Design Guidelines contained in Section 5-6 of this Specific Plan.

ALCOHOL USES

On-site alcohol sales and off-site alcohol sales shall require approval of a Conditional Use Permit or a Director's Review as provided in Chapter 17.42 of the Lancaster Municipal Code. On-site alcohol sales of beer and wine at a bona-fide restaurant shall require a Director's review. The separation distance requirements as contained in Chapter 17.42 shall not apply within the Downtown Lancaster Specific Plan.

100.050. USE AND PERMIT REQUIREMENTS

TABLE 2

ALLOWABLE LAND USES

LAND USE	ZONE					
	SA	CC	EC	WD	NM	NL
RETAIL/SERVICE						
Art gallery	P	P	P	P	C ¹	N/A
Automotive repair	N/A	D	D	D	N/A	N/A
Automotive sales and services	N/A	C	C	C	N/A	N/A
Bank/credit union	P	P	P	P	C ¹	N/A
Bar/nightclub/dance club ²	N/A	C	C	C	N/A	N/A
Car wash	N/A	C	C	C	N/A	N/A
Entertainment (theater, live music, karaoke, comedy, etc.) ²	D	D	D	D	N/A	N/A
Gas station ²	N/A	D	D	D	N/A	N/A
Grocery store/mini mart/neighborhood market ²	P	P	P	P	C ¹	N/A
Health and fitness services	D	D	D	D	C ¹	N/A
Personal services	P	P	P	P	C ¹	N/A
<i>Tobacco and e-cigarette sales</i>	D	D	D	D	N/A	N/A
<i>Tattoo/body piercing</i>	N/A	D	D	D	N/A	N/A
<i>Pawn shops, thrift stores, and consignment stores</i>	N/A	D	D	D	N/A	N/A
Restaurants/café/bakery/deli ²	P	P	P	P	C ¹	N/A
Retail store	P	P	P	P	C ¹	N/A
OFFICE/PROFESSIONAL						
Professional office	P	P	P	P	C ¹	N/A
Medical/dental office	P	P	P	P	C ¹	N/A
Light industrial uses	N/A	N/A	N/A	P	N/A	N/A
LODGING						
Bed and breakfast ²	D	P	N/A	D	N/A	N/A
Conference/meeting room space	D	P	D	D	N/A	N/A
Hotel/motel*	C	P	N/A	D	N/A	N/A
PUBLIC/SEMI-PUBLIC						
Church/religious institution	C	P	P	D	C	C
Colleges and universities	C	C	C	N/A	N/A	N/A
Community gardens	D	D	D	N/A	D	D
Expansion of parking lot for institutional uses	D	D	D	D	D	D
Government office	P	P	P	P	N/A	N/A
Parking lots as a transitional use	D	D	D	D	N/A	N/A
Post office	P	P	P	P	N/A	N/A
Private school, trade and vocational schools	C	P	P	P	N/A	N/A
Recreation/museum/cultural	D	P	P	P	N/A	N/A

ALLOWABLE LAND USES

TABLE 2

LAND USE	ZONE					
	SA	CC	EC	WD	NM	NL
MIXED-USE						
Home occupation/home artist studio/home office	P	P	N/A	N/A	P	P
Live/Work – residential component	P	P ³	N/A	N/A	D ¹	N/A
Live/Work – commercial component	P	P	N/A	N/A	D ¹	N/A
Mixed-Use – residential component	P	P ³	N/A	N/A	C ¹	N/A
Mixed-Use – commercial component	P	P	P	P	C ¹	N/A
RESIDENTIAL						
Assisted living facility/residential care facility	C	C	N/A	N/A	C	N/A
Caretaker unit	N/A	N/A	D	D	N/A	N/A
Carriage unit (studio) located above detached garage	N/A	N/A	N/A	N/A	P	P
Multi-family: 2, 3, 4 units, multi-family	P ⁴	P ^{3,4}	N/A	N/A	P ⁴	P ⁴
Rooming and boarding houses	C	N/A	N/A	N/A	C	N/A
Single-family house on individual lot	N/A	N/A	P ⁵	P ⁵	P ⁴	P ⁴
Single-room occupancy (SRO)	D	D	N/A	N/A	D	N/A
RESIDENTIAL ACCESSORY USES						
Accessory structures/buildings (gazebos, sheds, etc.)	P	P	N/A	N/A	P	P
Swimming pools and pool equipment	P	P	N/A	N/A	P	P
Accessory dwelling unit	N/A	N/A	N/A	N/A	P	D
Guest house	N/A	N/A	N/A	N/A	P	P
Garage conversion ⁶	N/A	N/A	N/A	N/A	P	P
Day care as residential accessory use	D	D	N/A	N/A	D	D
Daycare Center	D	D	N/A	N/A	D	D
Electric vehicle charging station (EVCS)	P	P	P	P	P	P
Non-commercial solar energy systems, including building and ground-mounted photo-voltaic (PV) panels	P	P	P	P	P	P
Non-commercial wind energy systems (NC-WES)	D	D	D	D	D	D
Vertical-axis wind turbines (VAWTs)	D	D	D	D	D	D

NOTE: Permitted uses for each zone are set forth in **Table 2**. All land uses are as defined in **Section 17.04.240** of the Lancaster Municipal Code.

P = permitted use
D = director's review
C = conditional use permit
N/A = not allowed

¹ Use allowed only along Milling Street between Date Avenue and Fern Avenue and along Beech Avenue between Oldfield Avenue and Avenue J.

² Alcohol uses require a conditional use permit

³ Use allowed only on an upper floor, or behind a groundfloor street-fronting use.

⁴ Limited to Building Types permitted in each Zone – see **Section 100.070**.

⁵ Existing residential may continue to be used as a permitted use provided that such uses not be expanded by a cumulative total of more than 500 square feet of floor area.

TABLE 2

ALLOWABLE LAND USES

LAND USE	ZONE					
	SA	CC	EC	WD	NM	NL
TEMPORARY USES						
Temporary agriculture on vacant parcel (Urban Farm)	C	C	C	C	N/A	N/A
Temporary mobilehome as residence during construction	N/A	N/A	N/A	N/A	N/A	D
Cargo containers	D	D	D	D	D	D
OTHER USES						
Automated banking, movie rental, food vending machines	P	P	P	P	N/A	N/A
Christmas tree lots	D	D	D	D	N/A	N/A
Front Yard Agriculture	N/A	N/A	N/A	N/A	D	D
Mini-storage	N/A	N/A	N/A	P	N/A	N/A
Outdoor sales and promotional activities	D	D	D	D	N/A	N/A
Outdoor storage on private property	N/A	N/A	N/A	P	N/A	N/A
Research and Development	P	P	P	P	D	N/A
Wireless telecommunications facilities (stealth)	D	D	D	D	N/A	N/A
Converted cargo container	D	D	D	D	N/A	N/A
Similar uses to those permitted above as determined by the Director	P/D/C	P/D/C	P/D/C	P/D/C	P/D/C	P/D/C
PROHIBITED USES						
Adult only/sexually-oriented businesses						
Check cashing/payday loans/bail bonds						
Manufacturing/heavy industrial						

NOTE: Permitted uses for each zone are set forth in **Table 2**. All land uses are as defined in **Section 17.04.240** of the Lancaster Municipal Code.

P = permitted use
D = director’s review
C = conditional use permit
N/A = not allowed

¹ Use allowed only along Milling Street between Date Avenue and Fern Avenue and along Beech Avenue between Oldfield Avenue and Avenue J.

² Alcohol uses require a conditional use permit

³ Use allowed only on an upper floor, or behind a groundfloor street-fronting use.

⁴ Limited to Building Types permitted in each Zone – see **Section 100.070**.

⁵ Existing residential may continue to be used as a permitted use provided that such uses not be expanded by a cumulative total of more than 500 square feet of floor area.

⁶ Relocated parking spaces for garage conversions must be located at rear of property per Section 100.060 and accessed from an alley.



PC ACTION:
APPROVED (7-0-0-0-0)

**MEMORANDUM
PLANNING COMMISSION MEETING**

DATE: September 16, 2019

TO: Chairman Vose and Members of the Planning Commission

FROM: Cynthia Campaña, Planner *U.*

SUBJECT: CONTINUATION OF ZONE TEXT AMENDMENTS – POLE AND PYLON SIGNS

On July 15, 2019, the Planning Commission reviewed zone text amendments to Title 17 of the Lancaster Municipal Code, Lancaster T.O.D Zones, and the Downtown Lancaster Specific Plan. The Planning Commission adopted Resolution 19-30 and continued the amendments to Sections 17.12.160 (Business Signs) and 17.04.240 (Definitions) related to pole and pylon signs.

Staff has further examined the sections related to pole and pylon signs and have made the following changes:

- Add “pylon signs” in definitions;
- Retain “pole sign” definition and prohibition; and
- Allow “pylon signs” subject to a Conditional Use Permit.

The proposed changes clearly define pylon signs which would be permitted in Commercial Zones with the approval of a Conditional Use Permit. It would allow Planning Commission and staff to review all pylon signs over 12 feet in height to ensure the design and placement meets the overall intent of the City’s Design Guidelines, compliance with overall style of a development, and enhancement of the project area.

STAFF RECOMMENDATION:

Adopt Resolution No. 19-31 recommending approval to City Council a Zone Text Amendment amending sections 17.12.160 and 17.04.240 of the Lancaster Municipal Code related to pole and pylon signs.

RESOLUTION NO. 19-31

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LANCASTER, CALIFORNIA RECOMMENDING APPROVAL TO CITY COUNCIL A ZONE TEXT AMENDMENT AMENDING SECTIONS 17.12.160 AND 17.04.240 OF THE LANCASTER MUNICIPAL CODE RELATED TO POLE AND PYLON SIGNS

WHEREAS, the Planning Commission has considered the proposed zone text amendment amending sections 17.12.160 and 17.04.240 of the Zoning Ordinance (Title 17 of Lancaster Municipal Code), as set forth and attached here to as Exhibit A and more fully described below (the “amendments”); and

WHEREAS, applicable law requires the Planning Commission to notice and hold a public hearing on the amendments and, following such hearing, to render a decision in the form of a written recommendation to the City Council; and

WHEREAS, the Planning Commission held a public hearing concerning the amendments on September 16, 2019, notice of which was published and provided as required by law; and

WHEREAS, the Planning Commission finds that the proposed amendments are required for public health, safety, and general welfare, and that the amendments are consistent with the general objectives, principles, and standards of the General Plan;

WHEREAS, the Planning Commission now desires to recommend that the City Council adopt the Proposed Ordinance.

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

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

Section 2. That the Planning Commission hereby adopts the following finding pursuant to Section 17.24.150 of the LMC:

1. The commission may recommend approval where the information presented at public hearing shows that such amendment is necessary to implement the general plan and/or that the public convenience, the general welfare or good zoning practice justifies such action.

Section 3. That the proposed amendments are consistent with the City’s General Plan.

Section 4. That pursuant to Sections 15162 and 15168(c)(2) of the State California Environmental Quality Act (CEQA) Guidelines, the Proposed Ordinance is within the scope of the

PC Resolution No. 19-31
September 16, 2019
Page 2

Program Environmental Impact Report (SCH#2007111003) for the existing Lancaster General Plan 2030, and no further environmental review is required.

Section 5. That the Planning Commission hereby recommends the City Council approve and adopt the Proposed Ordinance.

Section 6. That Planning Commission staff is authorized and hereby directed to transmit this Resolution to the City Council as required by Section 65855 of the Government Code.

PASSED, APPROVED, and ADOPTED this 16th day of September 2019, by the following vote:

AYES: Cook, Donovan, Harvey, Moore, Parris, Smith, and Vose.

NOES: None.

ABSTAIN: None.

ABSENT: None.

DocuSigned by:



JAMES D. VOSE, Chairman
Lancaster Planning Commission

ATTEST:

DocuSigned by:



LARISSA DE LA CRUZ, Senior Manager – Community Development
City of Lancaster

Attachments:

- A. Draft Ordinance
- B. Exhibit A – Redlines
- C. Exhibit B – Clean
- D. Planning Commission Staff Report dated July 15, 2019

ORDINANCE NO.

AN ORDINANCE OF CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING VARIOUS SECTIONS OF THE ZONING ORDINANCE (TITLE 17 OF THE LANCASTER MUNICIPAL CODE), LANCASTER T.O.D. ZONES, AND THE DOWNTOWN LANCASTER SPECIFIC PLAN TO PROVIDE CLARIFICATION, AND CONSISTENCY, COMPLY WITH STATE CODE AND UPDATE STANDARDS AND REGULATIONS

WHEREAS, the City Council of the City of Lancaster has determined that it is necessary to amend various sections of the Zoning Ordinance (Title 17 of the Lancaster Municipal Code), Lancaster T.O.D. Zones and the Downtown Lancaster Specific Plan to provide clarification, consistency, compliance with State Code and update standards and regulation as set forth in Exhibit "A" hereto (the "Amendment"); and

WHEREAS, on July 15, 2019 and on September 16, 2019, the City's Planning Commission held a public hearing on the Amendment, notice of which was published and provided as required by law, and adopted Resolution No. 19-30 and Resolution No. 19-31 (the "Planning Commission Recommendation") recommending the City Council approve the Amendment; and

WHEREAS, on XX, 2019, the City Council held a public hearing on the Amendment pursuant to Section 65856 of the Government Code, notice of which was published and provided as required by law; and

WHEREAS, the City Council now desires to adopt the Amendments in its entirety to read as set forth therein.

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

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

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

- (a) The commission may recommend approval where the information presented at public hearing shows that such amendment is necessary to implement the general plan and/or that the public convenience, the general welfare or good zoning practice justifies such action.

Section 3. This ordinance is determined that pursuant to Section 15162 and 15168(c)(2) of the State California Environmental Quality Act (CEQA) Guidelines, the proposed amendments are within the scope of the Program Environmental Impact Report

(SCH#2007111003) for the existing Lancaster General Plan 2030, and no further environmental review is required.

Section 4. Sections of the Lancaster Municipal Code and the Downtown Lancaster Specific Plan is hereby amended and restated in its entirety to read as set forth in Exhibit "A" attached hereto.

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

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

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

I, 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 _____ day of _____, 2019, and placed upon its second reading and adoption at a regular meeting of the City Council on the ____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

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. _____, 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- Redline

Language to be deleted is shown in ~~striketrough~~ font and language to be added is shown in underline.

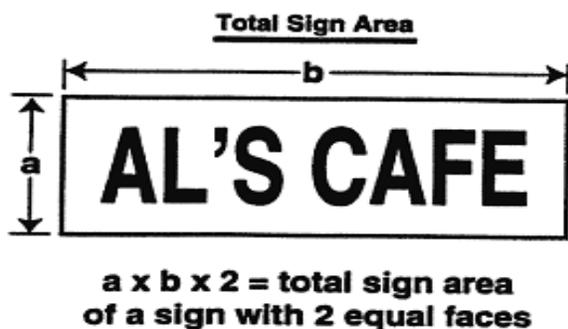
17.04.240 - Definitions.

"Sign" means any name, figure, character, outline, spectacle, display, delineation, announcement, advertising, billboard, signboard, device, appliance, or any other thing of similar nature to attract attention outdoors or on the face, wall or window of any building, and shall include all parts, portions, units and materials composing the same, together with the frame, background and support of anchorage therefor, as the case may be. Any sign authorized by this title is allowed to contain noncommercial copy in lieu of any other copy.

"Sign area" means the entire surface area, excluding all support structures, of a single-faced sign or the largest face of a sign having 2 or more faces.



Sign Area, Total. "Total sign area" means the sum of the surface areas, excluding all support structural faces of a sign.



Sign, Awning or Entrance Canopy. "Awning or entrance canopy sign" means any sign affixed to an awning or removable canopy not permanently attached to or built as part of a building. Such signs shall be considered the same as a projecting sign for purposes of regulation.

Sign, Building Identification. "Building identification sign" means a sign which contains no advertising matter other than the name and/or trademark and/or address of the building to which it is affixed or of the occupant located therein.

Sign, Bulletin or Special Event. "Bulletin or special event sign" means a changeable copy sign on which bulletins, notices, messages or displays are placed.

Sign, Business. "Business sign" means a sign directing attention to the principal business, profession or industry located upon the premises upon which the sign is displayed, to type of products sold, manufactured or assembled, or to services or entertainment offered on said premises.

Sign, Changeable Copy. "Changeable copy sign" means a sign which is characterized by manually changeable copy, letters, symbols or numerals.

Sign, Civic Organization. "Civic organization sign" means a sign which contains the names of, or any other information regarding civic, fraternal or religious organizations located within an unincorporated community or city but which contains no other advertising matter

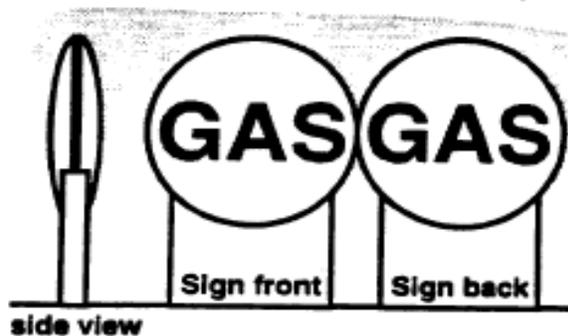
Sign, Community Identification. "Community identification sign" means a sign which contains the name of an unincorporated community or city of the county and appropriate travel directions but which contains no other advertising matter.

Sign, Construction. "Construction sign" means temporary sign denoting the architects, engineers, owners, lenders, contractors, future tenants and others associated with a construction project, but which contains no other advertising matter.

Sign, Directional and/or Informational. "Directional and/or informational sign" means a sign which indicates the route to, direction of, or location of a given goal, or which provides regulatory or service information of a nonadvertising character.

"Sign face" means that portion of a sign intended to be viewed from one direction at one time. Spherical, cylindrical, or other 3-dimensional signs not having conventional sign faces shall be considered to have 2 faces and the area of each sign face shall be computed from the smallest 3-dimensional geometrical shape or shapes which will best approximate the actual surface area of said faces.

Three Dimensional Signs



"Sign face height" means the vertical dimension of a sign face.

"Sign face length" means the horizontal dimension of a sign face.

Sign, Flashing or Scintillating. "Flashing or scintillating sign" means any sign which, by method or manner of illumination, flashes on or off, winks, or blinks with varying light intensity, shows motion or creates the illusion of motion, or revolves in a manner to create the illusion of being on or off.

Sign, Freestanding. "Freestanding sign" means a sign which is placed on the ground or has as its primary structural support one or more columns, poles, uprights or braces in or upon the ground. "Freestanding sign" includes ground, monument, pole, [pylon](#) and post signs.

Sign, Freeway-Oriented. "Freeway-oriented sign" means a sign oriented to be viewed primarily from an adjacent freeway which identifies a business engaged in the provision of food, lodging or motor vehicle fuel, and which is primarily dependent upon said freeway.

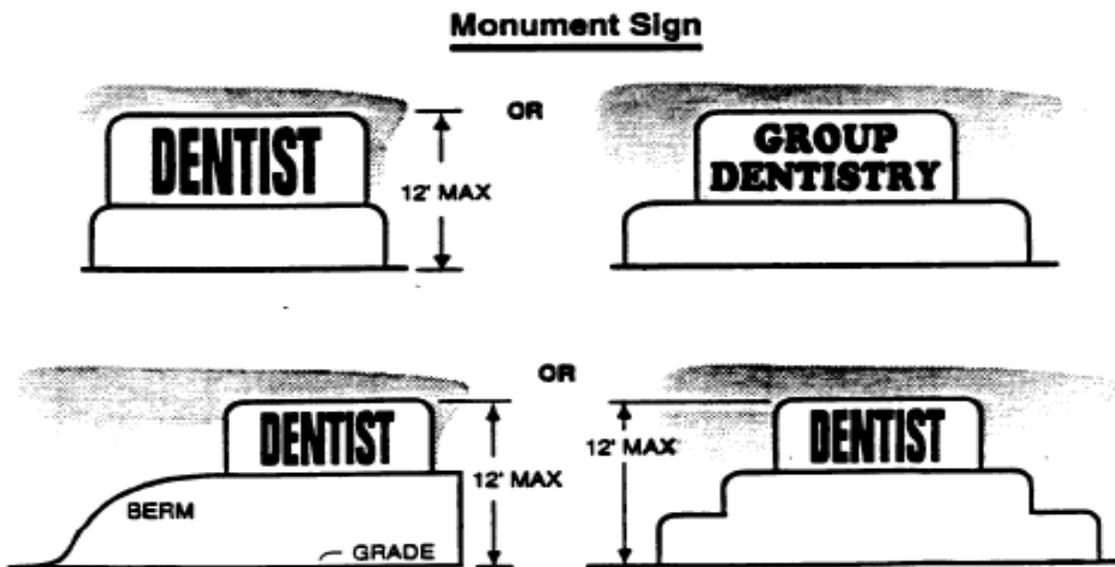
Sign, Fuel Pricing. "Fuel pricing sign" means a sign indicating, and limited to, the brand or trade name, method of sale, grade designation, and price per gallon of gasoline or other motor vehicle fuel offered for sale on the business premises; and such other information as may be required by county ordinance or state law.

Sign, Incidental Business. "Incidental business sign" means a business sign indicating credit cards accepted, trading stamps offered, trade affiliations and similar matters.

Sign, Lighted. "Lighted sign" means a sign which is illuminated by any source whether internal, external or indirect.

Sign, Marquee. "Marquee sign" means any sign painted on or affixed to the perimeter or border of a permanently roofed structure constructed as a part of a building and protruding over public or private sidewalks or rights-of-way. Such signs shall be considered wall signs for purposes of regulation.

Sign, Monument. "Monument sign" means a freestanding sign which does not exceed 12 feet in height and is supported by an enclosed structure which has at least the same length and width as the sign face it supports.

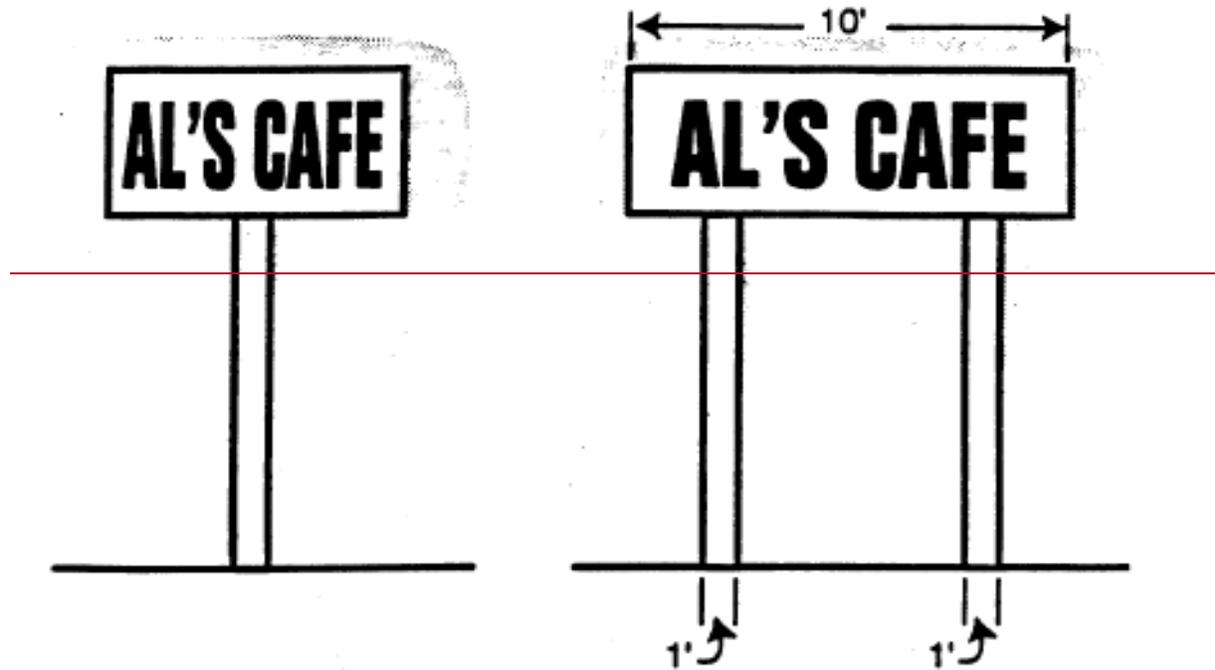


Sign, Outdoor Advertising. "Outdoor advertising sign" means any sign directing public attention to a business, profession, product or service that is not a primary business, profession, product or service

which is sold, manufactured, conducted or offered on the premises where such sign is erected or maintained. "Outdoor advertising sign" includes billboard.

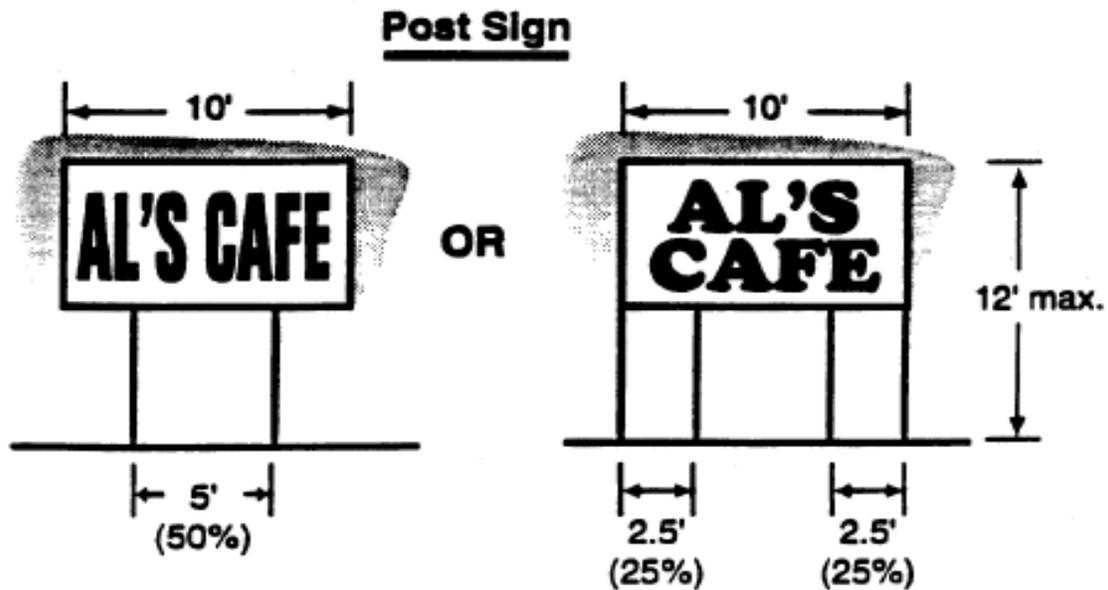
Sign, Pole. "Pole sign" means a freestanding sign which is supported entirely by unenclosed poles or uprights in or on the ground. (This definition shall not apply to outdoor advertising signs.)

Pole Sign (Prohibited)



Sign, Portable. "Portable sign" means a freestanding sign which is not permanently affixed, anchored or secured to either the ground or a structure on the premises it is intended to occupy.

Sign, Post. "Post sign" means a freestanding sign which is supported by not more than 2 enclosed poles or uprights in or on the ground, and the horizontal dimensions of such enclosure where it faces the same direction as the sign face is not less than 50% of the maximum length of the sign face. Where 2 enclosed poles or uprights are used the sum of the 2 equal horizontal dimensions of the enclosures is not less than 50% of the maximum length of the sign face.



Sign, Project Identification. "Project identification sign" means a sign which displays only the name of a multiple-family development or project and shall be only a wall sign or monument sign.

Sign, Projecting. "Projecting sign" means a sign which is affixed to and wholly supported by an exterior wall of a building or structure other than a wall sign.

[Sign, Pylon. "Pylon sign" means a freestanding sign, taller than a post sign or monument sign, in which the sign face is separated from ground by means of one or more supports such as enclosed poles, pole covers or columns.](#)

Sign, Revolving. "Revolving sign" means a sign or any portion thereof which rotates, moves or appears to move in some manner by mechanical, electrical, natural or other means.

Sign, Roof. "Roof sign" means any sign erected upon and wholly supported by the roof of any building or structure. "Roof sign" shall not include a wall sign affixed to the roof eaves or that portion of an actual or false roof varying less than 45 degrees from a vertical plane as provided by this title.

Sign, Sidewalk. "Sidewalk sign" means a temporary, portable sign typically near or upon a sidewalk.

"Sign structure" means a structure existing, erected or maintained to serve exclusively as a stand, frame or background for the support or display of signs.

Sign, Subdivision Directional. "Subdivision directional sign" means a temporary single-faced sign used for the purpose of providing travel directions to a subdivision development offered for public sale for the first time.

Sign, Subdivision Entry. "Entry subdivision sign" means a temporary sign which provides necessary travel directions to and within a subdivision offered for sale or lease for the first time but contains no other advertising matter.

Sign, Subdivision Kiosk. "Subdivision kiosk sign" means a sign erected for the purpose of providing directional information in a uniform manner to new residential developments offered for sale for the first time to the public. Said sign may identify multiple developments and shall contain no advertising

information other than the name of the development and a directional arrow. Subdivision kiosk signs may also contain directional information to public facilities.

Sign, Subdivision Sales. "Subdivision sales sign" means a temporary sign which contains the name of, and information relating to, a subdivision being offered for sale or lease for the first time.

Sign, Subdivision Special-Feature. "Subdivision special-feature sign" means a temporary sign which contains a description of the features and related information pertaining to a model home complex in a subdivision offered for sale or lease for the first time.

Sign, Temporary. "Temporary sign" means any sign which is intended to be posted for a maximum period of one year. Temporary signs include, without limitation as to content, political campaign signs, garage sale signs, search lights, real estate—for sale, lease, rent, or open house signs, holiday decorations, and seasonal sales signs.

Sign, Temporary Personal Message. "Temporary personal message sign" means a sign which is of a temporary nature and which displays only personal, as opposed to commercial, messages from the resident owner or occupant of the residential premises. Such messages may include, but are not limited to, birth announcements, greeting for a birthday or anniversary, and other messages of a personal nature.

Sign, Temporary Window. "Temporary window sign" means any sign painted on a window or constructed of paper, cloth, canvas or other similar lightweight material, with or without frames, and affixed to the interior side of a window and displayed so as to call to the attention of persons outside the building a sale of merchandise or a change in the status of the business.

Sign, Time, Temperature and Public Service. "Time, temperature and public service sign" means a sign which uses any system to display the time of day and/or atmospheric temperature, and which may have the means to display a programmable electronic public service message. Electronic messages of an advertising nature are not permitted on such signs.

Sign, Under-Marquee. "Under-marquee sign" means any sign suspended from the underside of a permanently roofed structure constructed as part of a building and protruding over public rights-of-way or private sidewalks.

Sign, Wall or Wall-Mounted. "Wall or wall-mounted sign" means a sign, other than a roof sign, affixed to and wholly supported by a building in such a manner that its exposed face is approximately parallel to the plane of said building and is not projecting more than 18 inches from the building face or from a permanent roofed structure projecting therefrom.

Wall Sign



Sign, Window. "Window sign" means any sign which is painted on or otherwise permanently affixed to the display window glass or located inside the building within 3 feet of the display window glass.

17.12.150 - Signs—General provisions.

- A. The provisions of this section regulating signs shall not apply to the following signs except as otherwise indicated herein:
1. Official notices issued by any court, public body or public officer;
 2. Notices posted by any public officer in performance of a public duty, or for any person in giving legal notice;
 3. Traffic, directional, warning or informational signs or banners required or authorized by the public authority having jurisdiction over such signs;
 4. Official signs used for emergency purposes only;
 5. Permanent memorial or historical signs, plaques or markers;
 6. Public utility signs, provided such signs do not exceed 3 square feet in area;
 7. Any signs for a shopping center of 10 net acres or more which are lawfully erected in accordance with a city-approved sign program required as a condition of approval of the conditional use permit authorizing the shopping center;
 8. Any signs for a shopping center of less than 10 net acres which are lawfully erected in accordance with a city-approved sign program required as a condition of the site plan approval.
- B. Prohibited Signs. The following signs shall be prohibited in the C zone and may not be included in any sign plan.
1. Signs which contain or utilize:
 - a. Any exposed incandescent lamp,
 - b. Any revolving beacon light,
 - c. Any continuous or sequential flashing operation, except signs displaying time of day, atmospheric temperature or having programmable electronic public service messages only,
 - d. Any system for display of time of day, atmospheric temperature or programmable electronic public service messages in which:
 - 1) The messages are not public service in nature, or
 - 2) The proposed display has any illumination which is in continuous motion or which appears to be in continuous motion, or
 - 3) The message is changed at a rate faster than one message every 4 seconds, or
 - 4) The interval between messages is less than one second, or
 - 5) The intensity of illumination changes, or
 - 6) The display is located less than 100 feet on the same side of the street, or 200 feet across the street, from residentially zoned property;
 2. Any notice, placard, bill, card, poster, sticker, banner, sign, advertising or other device calculated to attract the attention of the public which any person posts, prints, sticks, stamps,

tacks or otherwise affixes, or causes the same to be done to or upon any street, right-of-way, public sidewalk, crosswalk, curb, lamppost, hydrant, tree, telephone pole or lighting system, or upon any fixture of the police or fire alarm system of the city of Lancaster or the county of Los Angeles;

3. Any sign which is placed in a manner which would obstruct a driver's or pedestrian's vision and thus create a hazard, or potential hazard, to the public health, safety or welfare;
 4. Any strings of pennants, banners or streamers, clusters of flags, strings of twirlers or propellers, flares, balloons, and similar attention-getting devices, including noise-emitting devices, with the exception of the following:
 - a. Automobile sales uses only may utilize pennants, banners or streamers subject to the following conditions:
 - 1) All such displays must be positioned horizontally and parallel to the ground and shall maintain a minimum height of 14 feet and a maximum height of 18 feet from grade level.
 - 2) All lines supporting such devices shall be secured in a taut manner and shall exhibit no more than 5 inches sag or droop at midline. No more than 3 such lines may be placed above one another and such lines shall be located along street frontages only.
 - 3) All pennants, banners or streamers shall be maintained in good condition. Such devices which have become torn, tattered, faded or otherwise fallen into disrepair shall be removed or replaced.
 - b. National state, local governmental, institutional or corporate flags properly displayed,
 - c. Holiday decorations in season used for an aggregate period of 60 days in any one calendar year;
 5. Awning or entrance canopy signs;
 6. Devices dispensing bubbles and free-flowing particles of matter;
 7. Devices projecting, or otherwise reproducing the image of a sign or message on any surface or object;
 8. New outdoor advertising signs;
 9. [Pole signs](#);
 10. Portable signs;
 11. Projecting signs;
 12. Revolving signs of any kind;
 13. Roof signs;
 14. Sidewalk signs;
 15. Signs advertising or displaying any unlawful act, business or purpose;
 16. Signs emitting or amplifying sounds for the purpose of attracting attention;
 17. Temporary signs, except as otherwise specifically permitted by this title.
- C. General Sign Regulations. The following regulations apply to all signs in the C zone:

1. In no case shall a lighted sign or lighting device thereof be placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a street, sidewalk or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance.
 2. Existing outdoor advertising signs are subject to Section 17.40.210.
 3. Signs, except outdoor advertising signs, may be single-, double- or multi-faced, provided that:
 - a. The distance between the faces of any double-faced sign, other than a "V" shaped projecting sign, shall not exceed 36 inches.
 - b. The separation between the intersecting faces of any multi-faced sign shall not exceed 12 inches.
 4. Any sign located on vacant and unoccupied property, and which was erected for an occupant or business unrelated to the present occupant or business, or any sign which pertains to a time, event or purpose which no longer exists shall be removed within 30 days after the purpose for, or use utilizing such sign has been removed from such property.
 5. Any permitted sign may be a changeable copy sign.
 6. All signs shall be designed in the simplest form and be free of any exposed bracing, angle iron, guy wires, cables or similar devices.
 7. The exposed backs of all signs visible to the public shall be suitably covered, finished and properly maintained.
 8. All signs shall be maintained in good repair, including display surfaces which shall be kept neatly painted or posted.
 9. Any sign which does not conform to the provisions of this title shall be made to conform or shall be removed as provided in subsection B.4. of Section 17.32.850 except as provided in Section 17.32.850B.4.c.
 10. Except where otherwise specifically provided by this title, sign regulations established pursuant to this title shall not apply to signs within a building, arcade, court or other similarly enclosed area where such signs are not visible to the public without entering such facilities.
 11. The height of all signs shall be measured from the highest point of the sign.
- D. Computation of Sign Area. Computation of the surface area of any sign face shall consist of all lettering, figures, symbols, designs and pictures, together with all framing, background material, colored or illuminated areas, and attention-attracting devices forming an integral part of the overall display, but excluding all support structures, except that:
1. Superficial ornamentation of a non-message-bearing character which does not exceed 5% of the surface area of the sign face shall be exempted from computation.
 2. Wall signs painted on or affixed directly to a building wall or façade, and having no discernible boundary, shall have the areas between letters, words intended to be read together, and any device intended to draw attention to the sign message included in any computation of surface area of the sign face.
 3. Signs placed in such a manner, or bearing a text, as to require dependence upon each other in order to convey meaning shall be considered one sign and the intervening areas between the signs shall be included in any computation of surface area of the sign face.

4. Spherical, cylindrical or other 3-dimensional signs shall be considered to have 2 faces. The area of each sign face shall consist of $\frac{1}{2}$ of the total area of the 3-dimensional sign.

(Ord. 711 § 15 (part), 1995; prior zoning ord. § 221.061)

17.12.160 - Business signs.

Business signs may be permitted in the C zone subject to Section 17.12.230, and the restrictions of this section. For more information concerning specific types of signs see Section 17.04.240, Definitions.

A. Wall Business Signs.

1. Area Permitted.

- a. Each ground floor business establishment fronting on and/or oriented toward one or more streets may be permitted (See Section 16.04.060 of this code for the definitions of the different classifications of streets):
 - 1) On lots or parcels abutting or directly across a local or collector street from residentially zoned property, a maximum of one square foot of wall sign area for each one linear foot of building frontage;*
 - 2) On all other lots or parcels a maximum of 3 square feet of wall sign area for each one linear foot of building frontage;
 - 3) If building identification signs are used, the area of such signs shall be subtracted from the area permitted for wall signs.

* EXCEPTION. In instances where businesses abut residentially zoned property but the proposed signs do not face toward residentially zoned property, the Director may determine the amount of signage to be permitted not to exceed the maximum of 3 square feet for each one linear foot of building frontage.

- b. Where a ground floor business establishment fronts only on a parking lot, alley, open mall, landscaped open space, or other public way, the exterior building wall facing such parking lot, alley, open mall, landscaped open space, or other public way shall be considered a building frontage for purposes of computing permitted wall sign area.
- c. A ground floor business establishment having entrances intended for and regularly utilized by the public on the side of a building not considered to be building frontage by this section shall be permitted one wall sign on each such side provided the sign does not exceed $\frac{1}{2}$ the sign area permitted on the building frontage of said business. Where a business has more than one building frontage recognized by this section, an average of the permitted sign areas shall be used in computation. The combined area of all signs shall not exceed that specified in subsection A.1. of this section.
- d. Except as provided in subsection A.1.c. of this section, permitted sign area shall be used only on the face of the building wall for which it was calculated. No sign area may be transferred from one building frontage to another.
- e. Any building containing business establishments which front only on an indoor mall having a limited number of entrances, shall be considered a single establishment for the purpose of computing the wall sign area permitted on the exterior walls of such building.
- f. Each ground floor business establishment shall be permitted a minimum sign area of 20 square feet for each building frontage.

- g. Each business establishment located above the ground floor which has an individual entrance from the outside of the building may be allowed a wall sign near the individual entrance in accordance with the area permitted for ground floor uses under subsection A.1.a.1) of this section. Such business establishments which are served by a common entrance may not have signs above the ground floor.
 - h. Each business establishment located on the ground floor or second floor having no building frontage shall be permitted a maximum of 4 square feet of sign area facing the street. Such business establishments may not have signs above the ground floor.
2. Height Permitted. Wall business signs shall not extend above:
 - a. Eighteen inches below the top of the wall of a single-story building;
 - b. The lowest point of a sloping roof of a single-story building.
 3. Projection Permitted. Wall business signs shall not project more than 18 inches from the building wall to which they are attached. Freestanding signs may not project over the public right-of-way.
 4. Lighting. Wall business signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- B. Freestanding Business Signs. ~~Monument signs and post signs are the only freestanding business signs permitted in the C zone.~~
1. Monument Signs and Post Signs. Monument Signs and Post Signs shall comply with the following standards:
 - ~~1.~~ a. Frontage. ~~Freestanding business~~Monument and post signs may be permitted on any lot or parcel of land for each street frontage having a continuous distance of 150 feet or more. Such signs may also be permitted as provided in subsection B.9. of this section.
 - ~~2.~~ b. Area Permitted.
 - ~~1a.~~ Except as otherwise provided in this section, the maximum freestanding business sign area that shall be permitted for each street frontage or for each combination of frontages considered to be a single frontage under either subsection B.9.a. or b. of this section is:
 - ~~1)a.~~ On lots or parcels where the street frontage abuts or is directly across a local or collector street from residentially zoned property, 50 square feet total sign area;
 - ~~b2.~~ On all other lots or parcels, 150 square feet total sign area.
- Where the locational requirements of Section 17.12.140 et seq. permit additional freestanding business signs on the same frontage, sign area allocated for each sign may be any proportion provided that the sum does not exceed the maximum permitted sign area established herein for a specific frontage or combination of frontages and that they conform to all other requirements of Section 17.12.140 et seq.

- c3. Height Permitted. Monument and post ~~Freestanding business~~ signs shall not exceed a maximum height of 12 feet measured vertically from ground level at the base of the sign, or 3 feet below the roof line, whichever is least.
- d4. Location of Signs on All Lots and Parcels.
 - a1. Monument and post signs ~~Freestanding business signs~~ shall not be located nearer than 50 feet from any lot line, other than a lot line adjoining a street.
 - 2b. Monument and post signs ~~Freestanding business signs~~ shall not be located nearer than 150 feet from any other freestanding business sign on the same frontage on the same lot, parcel of land, or within any shopping center.
 - 3e. Monument and post ~~Freestanding~~ signs shall be directed toward the street frontage from which the area of the sign is computed.
- 5e. Projection.
 - a1. Monument and post ~~Freestanding business~~ signs shall not project over the roof of any building or structure.
 - 2b. Monument and post ~~Freestanding business~~ signs shall not project over any public right-of-way.
- f6. Movement. Monument and post ~~Freestanding business~~ signs shall not rotate, move or simulate motion in any way.
- g7. Lighting. Monument and post signs ~~Freestanding business signs~~ may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- 8h. Other requirements for monument signs.
 - 1. Sign copy shall be displayed within one sign structure. No other signage shall be attached to or placed on the monument sign.
 - 2. All electrical service to the sign shall be underground and hidden from view.
- i9. Exceptions.
 - a1. If a lot or parcel of land is a corner lot, the distances of any 2 intersecting street frontages may be combined and considered as a single frontage for the purpose of erecting and/or maintaining a single freestanding business sign adjacent to the corner formed by the intersecting street frontages, provided that:
 - a.1) The total combined distance of the 2 street frontages is 150 feet or more with no frontage less than 50 feet; and
 - b.2) No street frontage shall be used in combination as described herein more than once; and
 - c.3) Such sign or signs comply with all area, height, projection, lighting, movement, and locational requirements established elsewhere in this title.

2**b**. If any application for Director's Review, including a site plan and an architectural sketch of the proposed sign, is first submitted to and approved by the Director as provided in Article VI of Chapter 17.32, the street frontages of 2 or more contiguous lots or parcels of land may be combined and considered as a single frontage for the purpose of jointly erecting and/or maintaining one freestanding business sign, provided that:

a.~~1~~) The combined street frontage is 150 feet or more; and

~~2~~b.) Such lots or parcels of land share a common street frontage; and

~~3~~c.) Such sign complies with all area, height, projection, lighting, movement and locational requirements established elsewhere in this title; and

4)d.) If one such lot is a corner lot, only frontage along the street common to all lots or parcels of land so combined shall be used in these computations and all other frontages shall be considered separately.

3. If an application for Director's Review, including a site plan and an architectural sketch of the proposed sign, is first submitted to and approved by the Director as provided in Article VI of Chapter 17.32, one monument sign 42 inches or less in height may be erected and/or maintained on a lot or parcel of land having less than 150 feet of continuous street frontage. However if a monument sign greater than 42 inches in height or a post sign is desired by the applicant the Director, in approving any such application shall make the following findings in addition to those specified in Section 17.32.790:

a.~~1~~) That no freestanding business sign currently exists on the subject property; and

b.~~2~~) That it is not practical for the applicant to combine the street frontage of said property with the frontage of one or more contiguous properties in order to comply with the minimum frontage requirement pursuant to subsection B.1. of this section; and

c.~~3~~) That surrounding buildings, structures or topographical features would substantially obstruct the visibility of a wall sign as permitted by this section for a distance of 100 feet, on one or both sides of such sign, measured along the center line of the street upon which such property fronts; and

d.~~4~~) That the requested sign is necessary for the effective identification of businesses located on said premises; and

e.~~5~~) That the requested sign will not obscure or significantly detract from existing legal signing located on surrounding properties; and

f.~~6~~) That the requested sign does not constitute a detriment to public health, safety and welfare; and

g.~~7~~) That the requested sign is in compliance with all other provisions of this title.

4e. If the obstruction referred to in subsection B.9.c.3) of this section is a nonconforming sign, the Director shall require, as a condition of approval, that

the proposed sign be removed no later than the date specified by this title for removal of the nonconforming sign. Such date for removal shall not be extended except in the instance where the amortization period for said nonconforming sign has been extended by the approval of an application for nonconforming use and structure review. In such instance, the new removal date shall not extend beyond the new amortization period established for said nonconforming sign.

The maximum permitted area of such sign shall be in the following ratio:

- a. ~~1)~~ On lots or parcels where the street frontage abuts or is across a local or collector street from residentially zoned property, ½ square foot of sign area for each foot of street frontage up to a maximum of 50 square feet total sign area; and
 - 2) b. On all other lots or parcels, 1½ square feet of sign area for each foot of street frontage up to a maximum of 150 square feet total sign area.
- 5e. Proposals for shopping centers of more than 2 net acres but no greater than 10 net acres shall require the submittal of an overall sign program which is subject to the Director's Review and approval. Shopping centers of greater than 10 net acres in size shall require an overall sign program as a condition of the required conditional use permit.

2. Pylon Signs. Pylon Signs shall comply with the following standards:

- a. Number. One sign for each site with a minimum of 150 feet of frontage on a major arterial.
- b. Height. Maximum of 12 feet. For signs over 12 feet in height a Conditional Use Permit shall apply.
- c. Location. Signs shall be located a minimum of 15 feet from interior side lot lines. Criteria for determining the precise location of signs shall include, but not limited to, visibility from the street, proximity to other signs and buildings, frontage and configuration of the site. Each sign shall a minimum of 100 square feet of landscaped planter area proportionally surrounding the sign, which shall be in addition to any other required landscaped area.
- d. Street Address. All signs shall contain a street address.
- e. Design Guidelines. Signs permitted per this section shall comply with any sign design guideline that may be adopted by the City or as may be determined by the Director.
- f. Design Review. All signs shall be reviewed and approved or conditionally approved with a Director's Review or Conditional Use Permit. Factors that the Director or Commission will consider include, but are not limited to the following:
 1. That the sign does not interfere with the ability of adjoining properties or uses to have visible signage;
 2. That the sign does not detract from architectural features of the building; and

3. That the sign does not interfere with vehicular or pedestrian movement or with visibility for vehicular or pedestrian movements.

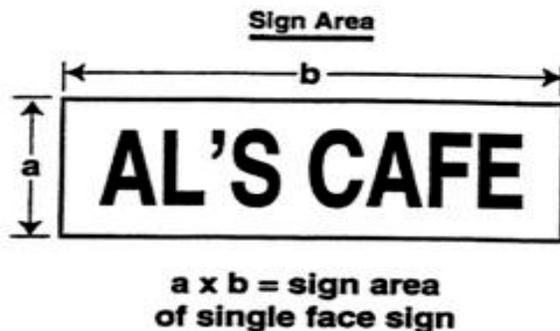
- C. Under Marquee Sign. Each business establishment may be permitted under marquee signs subject to the following restrictions:
1. Area permitted: Maximum of 3 square feet total sign area.
 2. Number permitted:
 - a. Maximum of 2 per tenant; and
 - b. One for each entrance.
 3. Height above sidewalk: Shall not be less than 8 feet.
 4. Lighting. Under marquee signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- D. Window Signs. Each business establishment may be permitted display window signs subject to the following restrictions:
1. Area permitted: Maximum of 25% of the window area.
 2. Lighting. Window signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- E. Incidental Business Signs. Each business establishment may be permitted incidental business signs provided:
1. That such signs are wall signs or window signs or are displayed within an existing freestanding sign structure; and
 2. That such signs do not exceed 3 square feet in sign area or 6 square feet in total sign area; and
 3. That the sum of the sign areas of all such signs does not exceed 10 square feet.
 4. Incidental business signs may be internally or externally lighted but any continuous or sequential flashing operation is prohibited.

(Ord. 711 § 15 (part), 1995: prior zoning ord. § 221.063)

17.04.240 - Definitions.

"Sign" means any name, figure, character, outline, spectacle, display, delineation, announcement, advertising, billboard, signboard, device, appliance, or any other thing of similar nature to attract attention outdoors or on the face, wall or window of any building, and shall include all parts, portions, units and materials composing the same, together with the frame, background and support of anchorage therefor, as the case may be. Any sign authorized by this title is allowed to contain noncommercial copy in lieu of any other copy.

"Sign area" means the entire surface area, excluding all support structures, of a single-faced sign or the largest face of a sign having 2 or more faces.



Sign Area, Total. "Total sign area" means the sum of the surface areas, excluding all support structural faces of a sign.



Sign, Awning or Entrance Canopy. "Awning or entrance canopy sign" means any sign affixed to an awning or removable canopy not permanently attached to or built as part of a building. Such signs shall be considered the same as a projecting sign for purposes of regulation.

Sign, Building Identification. "Building identification sign" means a sign which contains no advertising matter other than the name and/or trademark and/or address of the building to which it is affixed or of the occupant located therein.

Sign, Bulletin or Special Event. "Bulletin or special event sign" means a changeable copy sign on which bulletins, notices, messages or displays are placed.

Sign, Business. "Business sign" means a sign directing attention to the principal business, profession or industry located upon the premises upon which the sign is displayed, to type of products sold, manufactured or assembled, or to services or entertainment offered on said premises.

Sign, Changeable Copy. "Changeable copy sign" means a sign which is characterized by manually changeable copy, letters, symbols or numerals.

Sign, Civic Organization. "Civic organization sign" means a sign which contains the names of, or any other information regarding civic, fraternal or religious organizations located within an unincorporated community or city but which contains no other advertising matter

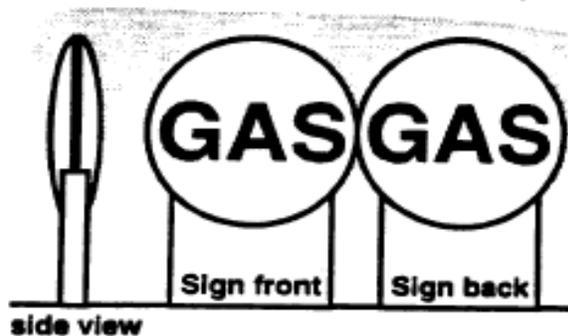
Sign, Community Identification. "Community identification sign" means a sign which contains the name of an unincorporated community or city of the county and appropriate travel directions but which contains no other advertising matter.

Sign, Construction. "Construction sign" means temporary sign denoting the architects, engineers, owners, lenders, contractors, future tenants and others associated with a construction project, but which contains no other advertising matter.

Sign, Directional and/or Informational. "Directional and/or informational sign" means a sign which indicates the route to, direction of, or location of a given goal, or which provides regulatory or service information of a nonadvertising character.

"Sign face" means that portion of a sign intended to be viewed from one direction at one time. Spherical, cylindrical, or other 3-dimensional signs not having conventional sign faces shall be considered to have 2 faces and the area of each sign face shall be computed from the smallest 3-dimensional geometrical shape or shapes which will best approximate the actual surface area of said faces.

Three Dimensional Signs



"Sign face height" means the vertical dimension of a sign face.

"Sign face length" means the horizontal dimension of a sign face.

Sign, Flashing or Scintillating. "Flashing or scintillating sign" means any sign which, by method or manner of illumination, flashes on or off, winks, or blinks with varying light intensity, shows motion or creates the illusion of motion, or revolves in a manner to create the illusion of being on or off.

Sign, Freestanding. "Freestanding sign" means a sign which is placed on the ground or has as its primary structural support one or more columns, poles, uprights or braces in or upon the ground. "Freestanding sign" includes ground, monument, pole, pylon and post signs.

Sign, Freeway-Oriented. "Freeway-oriented sign" means a sign oriented to be viewed primarily from an adjacent freeway which identifies a business engaged in the provision of food, lodging or motor vehicle fuel, and which is primarily dependent upon said freeway.

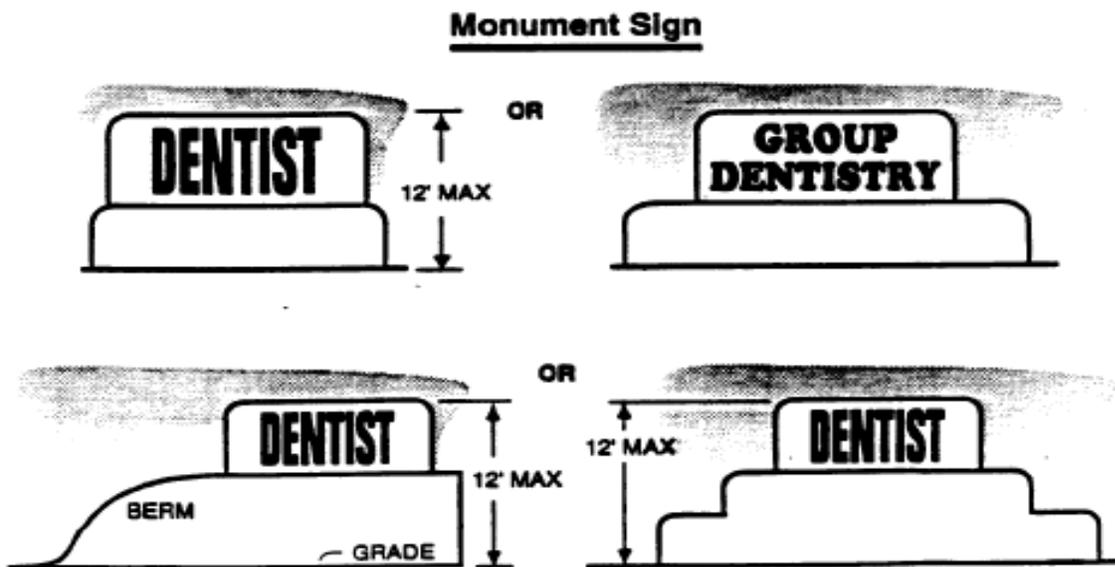
Sign, Fuel Pricing. "Fuel pricing sign" means a sign indicating, and limited to, the brand or trade name, method of sale, grade designation, and price per gallon of gasoline or other motor vehicle fuel offered for sale on the business premises; and such other information as may be required by county ordinance or state law.

Sign, Incidental Business. "Incidental business sign" means a business sign indicating credit cards accepted, trading stamps offered, trade affiliations and similar matters.

Sign, Lighted. "Lighted sign" means a sign which is illuminated by any source whether internal, external or indirect.

Sign, Marquee. "Marquee sign" means any sign painted on or affixed to the perimeter or border of a permanently roofed structure constructed as a part of a building and protruding over public or private sidewalks or rights-of-way. Such signs shall be considered wall signs for purposes of regulation.

Sign, Monument. "Monument sign" means a freestanding sign which does not exceed 12 feet in height and is supported by an enclosed structure which has at least the same length and width as the sign face it supports.



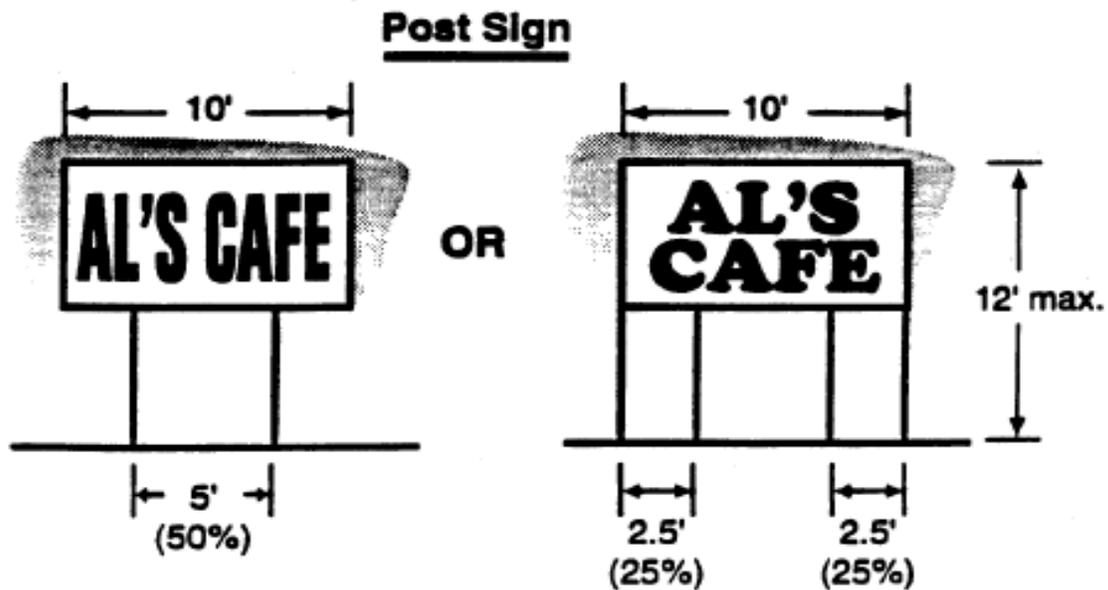
Sign, Outdoor Advertising. "Outdoor advertising sign" means any sign directing public attention to a business, profession, product or service that is not a primary business, profession, product or service

which is sold, manufactured, conducted or offered on the premises where such sign is erected or maintained. "Outdoor advertising sign" includes billboard.

Sign, Pole. "Pole sign" means a freestanding sign which is supported entirely by unenclosed poles or uprights in or on the ground. (This definition shall not apply to outdoor advertising signs.)

Sign, Portable. "Portable sign" means a freestanding sign which is not permanently affixed, anchored or secured to either the ground or a structure on the premises it is intended to occupy.

Sign, Post. "Post sign" means a freestanding sign which is supported by not more than 2 enclosed poles or uprights in or on the ground, and the horizontal dimensions of such enclosure where it faces the same direction as the sign face is not less than 50% of the maximum length of the sign face. Where 2 enclosed poles or uprights are used the sum of the 2 equal horizontal dimensions of the enclosures is not less than 50% of the maximum length of the sign face.



Sign, Project Identification. "Project identification sign" means a sign which displays only the name of a multiple-family development or project and shall be only a wall sign or monument sign.

Sign, Projecting. "Projecting sign" means a sign which is affixed to and wholly supported by an exterior wall of a building or structure other than a wall sign.

Sign, Pylon. "Pylon sign" means a freestanding sign, taller than a post sign or monument sign, in which the sign face is separated from ground by means of one or more supports such as enclosed poles, pole covers or columns.

Sign, Revolving. "Revolving sign" means a sign or any portion thereof which rotates, moves or appears to move in some manner by mechanical, electrical, natural or other means.

Sign, Roof. "Roof sign" means any sign erected upon and wholly supported by the roof of any building or structure. "Roof sign" shall not include a wall sign affixed to the roof eaves or that portion of an actual or false roof varying less than 45 degrees from a vertical plane as provided by this title.

Sign, Sidewalk. "Sidewalk sign" means a temporary, portable sign typically near or upon a sidewalk.

"Sign structure" means a structure existing, erected or maintained to serve exclusively as a stand, frame or background for the support or display of signs.

Sign, Subdivision Directional. "Subdivision directional sign" means a temporary single-faced sign used for the purpose of providing travel directions to a subdivision development offered for public sale for the first time.

Sign, Subdivision Entry. "Entry subdivision sign" means a temporary sign which provides necessary travel directions to and within a subdivision offered for sale or lease for the first time but contains no other advertising matter.

Sign, Subdivision Kiosk. "Subdivision kiosk sign" means a sign erected for the purpose of providing directional information in a uniform manner to new residential developments offered for sale for the first time to the public. Said sign may identify multiple developments and shall contain no advertising information other than the name of the development and a directional arrow. Subdivision kiosk signs may also contain directional information to public facilities.

Sign, Subdivision Sales. "Subdivision sales sign" means a temporary sign which contains the name of, and information relating to, a subdivision being offered for sale or lease for the first time.

Sign, Subdivision Special-Feature. "Subdivision special-feature sign" means a temporary sign which contains a description of the features and related information pertaining to a model home complex in a subdivision offered for sale or lease for the first time.

Sign, Temporary. "Temporary sign" means any sign which is intended to be posted for a maximum period of one year. Temporary signs include, without limitation as to content, political campaign signs, garage sale signs, search lights, real estate—for sale, lease, rent, or open house signs, holiday decorations, and seasonal sales signs.

Sign, Temporary Personal Message. "Temporary personal message sign" means a sign which is of a temporary nature and which displays only personal, as opposed to commercial, messages from the resident owner or occupant of the residential premises. Such messages may include, but are not limited to, birth announcements, greeting for a birthday or anniversary, and other messages of a personal nature.

Sign, Temporary Window. "Temporary window sign" means any sign painted on a window or constructed of paper, cloth, canvas or other similar lightweight material, with or without frames, and affixed to the interior side of a window and displayed so as to call to the attention of persons outside the building a sale of merchandise or a change in the status of the business.

Sign, Time, Temperature and Public Service. "Time, temperature and public service sign" means a sign which uses any system to display the time of day and/or atmospheric temperature, and which may have the means to display a programmable electronic public service message. Electronic messages of an advertising nature are not permitted on such signs.

Sign, Under-Marquee. "Under-marquee sign" means any sign suspended from the underside of a permanently roofed structure constructed as part of a building and protruding over public rights-of-way or private sidewalks.

Sign, Wall or Wall-Mounted. "Wall or wall-mounted sign" means a sign, other than a roof sign, affixed to and wholly supported by a building in such a manner that its exposed face is approximately parallel to

the plane of said building and is not projecting more than 18 inches from the building face or from a permanent roofed structure projecting therefrom.

Wall Sign



Sign, Window. "Window sign" means any sign which is painted on or otherwise permanently affixed to the display window glass or located inside the building within 3 feet of the display window glass.

17.12.150 - Signs—General provisions.

- A. The provisions of this section regulating signs shall not apply to the following signs except as otherwise indicated herein:
1. Official notices issued by any court, public body or public officer;
 2. Notices posted by any public officer in performance of a public duty, or for any person in giving legal notice;
 3. Traffic, directional, warning or informational signs or banners required or authorized by the public authority having jurisdiction over such signs;
 4. Official signs used for emergency purposes only;
 5. Permanent memorial or historical signs, plaques or markers;
 6. Public utility signs, provided such signs do not exceed 3 square feet in area;
 7. Any signs for a shopping center of 10 net acres or more which are lawfully erected in accordance with a city-approved sign program required as a condition of approval of the conditional use permit authorizing the shopping center;
 8. Any signs for a shopping center of less than 10 net acres which are lawfully erected in accordance with a city-approved sign program required as a condition of the site plan approval.
- B. Prohibited Signs. The following signs shall be prohibited in the C zone and may not be included in any sign plan.
1. Signs which contain or utilize:
 - a. Any exposed incandescent lamp,
 - b. Any revolving beacon light,
 - c. Any continuous or sequential flashing operation, except signs displaying time of day, atmospheric temperature or having programmable electronic public service messages only,

- d. Any system for display of time of day, atmospheric temperature or programmable electronic public service messages in which:
 - 1) The messages are not public service in nature, or
 - 2) The proposed display has any illumination which is in continuous motion or which appears to be in continuous motion, or
 - 3) The message is changed at a rate faster than one message every 4 seconds, or
 - 4) The interval between messages is less than one second, or
 - 5) The intensity of illumination changes, or
 - 6) The display is located less than 100 feet on the same side of the street, or 200 feet across the street, from residentially zoned property;
2. Any notice, placard, bill, card, poster, sticker, banner, sign, advertising or other device calculated to attract the attention of the public which any person posts, prints, sticks, stamps, tacks or otherwise affixes, or causes the same to be done to or upon any street, right-of-way, public sidewalk, crosswalk, curb, lamppost, hydrant, tree, telephone pole or lighting system, or upon any fixture of the police or fire alarm system of the city of Lancaster or the county of Los Angeles;
3. Any sign which is placed in a manner which would obstruct a driver's or pedestrian's vision and thus create a hazard, or potential hazard, to the public health, safety or welfare;
4. Any strings of pennants, banners or streamers, clusters of flags, strings of twirlers or propellers, flares, balloons, and similar attention-getting devices, including noise-emitting devices, with the exception of the following:
 - a. Automobile sales uses only may utilize pennants, banners or streamers subject to the following conditions:
 - 1) All such displays must be positioned horizontally and parallel to the ground and shall maintain a minimum height of 14 feet and a maximum height of 18 feet from grade level.
 - 2) All lines supporting such devices shall be secured in a taut manner and shall exhibit no more than 5 inches sag or droop at midline. No more than 3 such lines may be placed above one another and such lines shall be located along street frontages only.
 - 3) All pennants, banners or streamers shall be maintained in good condition. Such devices which have become torn, tattered, faded or otherwise fallen into disrepair shall be removed or replaced.
 - b. National state, local governmental, institutional or corporate flags properly displayed,
 - c. Holiday decorations in season used for an aggregate period of 60 days in any one calendar year;
5. Awning or entrance canopy signs;
6. Devices dispensing bubbles and free-flowing particles of matter;
7. Devices projecting, or otherwise reproducing the image of a sign or message on any surface or object;

8. New outdoor advertising signs;
9. Pole signs;
10. Portable signs;
11. Projecting signs;
12. Revolving signs of any kind;
13. Roof signs;
14. Sidewalk signs;
15. Signs advertising or displaying any unlawful act, business or purpose;
16. Signs emitting or amplifying sounds for the purpose of attracting attention;
17. Temporary signs, except as otherwise specifically permitted by this title.

C. General Sign Regulations. The following regulations apply to all signs in the C zone:

1. In no case shall a lighted sign or lighting device thereof be placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a street, sidewalk or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance.
2. Existing outdoor advertising signs are subject to Section 17.40.210.
3. Signs, except outdoor advertising signs, may be single-, double- or multi-faced, provided that:
 - a. The distance between the faces of any double-faced sign, other than a "V" shaped projecting sign, shall not exceed 36 inches.
 - b. The separation between the intersecting faces of any multi-faced sign shall not exceed 12 inches.
4. Any sign located on vacant and unoccupied property, and which was erected for an occupant or business unrelated to the present occupant or business, or any sign which pertains to a time, event or purpose which no longer exists shall be removed within 30 days after the purpose for, or use utilizing such sign has been removed from such property.
5. Any permitted sign may be a changeable copy sign.
6. All signs shall be designed in the simplest form and be free of any exposed bracing, angle iron, guy wires, cables or similar devices.
7. The exposed backs of all signs visible to the public shall be suitably covered, finished and properly maintained.
8. All signs shall be maintained in good repair, including display surfaces which shall be kept neatly painted or posted.
9. Any sign which does not conform to the provisions of this title shall be made to conform or shall be removed as provided in subsection B.4. of Section 17.32.850 except as provided in Section 17.32.850B.4.c.
10. Except where otherwise specifically provided by this title, sign regulations established pursuant to this title shall not apply to signs within a building, arcade, court or other similarly enclosed area where such signs are not visible to the public without entering such facilities.

11. The height of all signs shall be measured from the highest point of the sign.
- D. Computation of Sign Area. Computation of the surface area of any sign face shall consist of all lettering, figures, symbols, designs and pictures, together with all framing, background material, colored or illuminated areas, and attention-attracting devices forming an integral part of the overall display, but excluding all support structures, except that:
1. Superficial ornamentation of a non-message-bearing character which does not exceed 5% of the surface area of the sign face shall be exempted from computation.
 2. Wall signs painted on or affixed directly to a building wall or façade, and having no discernible boundary, shall have the areas between letters, words intended to be read together, and any device intended to draw attention to the sign message included in any computation of surface area of the sign face.
 3. Signs placed in such a manner, or bearing a text, as to require dependence upon each other in order to convey meaning shall be considered one sign and the intervening areas between the signs shall be included in any computation of surface area of the sign face.
 4. Spherical, cylindrical or other 3-dimensional signs shall be considered to have 2 faces. The area of each sign face shall consist of $\frac{1}{2}$ of the total area of the 3-dimensional sign.

(Ord. 711 § 15 (part), 1995: prior zoning ord. § 221.061)

17.12.160 - Business signs.

Business signs may be permitted in the C zone subject to Section 17.12.230, and the restrictions of this section. For more information concerning specific types of signs see Section 17.04.240, Definitions.

A. Wall Business Signs.

1. Area Permitted.

- a. Each ground floor business establishment fronting on and/or oriented toward one or more streets may be permitted (See Section 16.04.060 of this code for the definitions of the different classifications of streets):
 - 1) On lots or parcels abutting or directly across a local or collector street from residentially zoned property, a maximum of one square foot of wall sign area for each one linear foot of building frontage;*
 - 2) On all other lots or parcels a maximum of 3 square feet of wall sign area for each one linear foot of building frontage;
 - 3) If building identification signs are used, the area of such signs shall be subtracted from the area permitted for wall signs.

* EXCEPTION. In instances where businesses abut residentially zoned property but the proposed signs do not face toward residentially zoned property, the Director may determine the amount of signage to be permitted not to exceed the maximum of 3 square feet for each one linear foot of building frontage.

- b. Where a ground floor business establishment fronts only on a parking lot, alley, open mall, landscaped open space, or other public way, the exterior building wall facing such parking lot, alley, open mall, landscaped open space, or other public way shall be considered a building frontage for purposes of computing permitted wall sign area.
- c. A ground floor business establishment having entrances intended for and regularly utilized by the public on the side of a building not considered to be building frontage by this section shall be permitted one wall sign on each such side provided the sign does not exceed $\frac{1}{2}$ the sign area permitted on the building frontage of said business. Where a business has more than one building frontage recognized by this section, an average of the permitted sign areas shall be used in computation. The combined area of all signs shall not exceed that specified in subsection A.1. of this section.
- d. Except as provided in subsection A.1.c. of this section, permitted sign area shall be used only on the face of the building wall for which it was calculated. No sign area may be transferred from one building frontage to another.
- e. Any building containing business establishments which front only on an indoor mall having a limited number of entrances, shall be considered a single establishment for the purpose of computing the wall sign area permitted on the exterior walls of such building.
- f. Each ground floor business establishment shall be permitted a minimum sign area of 20 square feet for each building frontage.

- d. Location of Signs on All Lots and Parcels.
 - 1. Monument and post signs shall not be located nearer than 50 feet from any lot line, other than a lot line adjoining a street.
 - 2. Monument and post signs shall not be located nearer than 150 feet from any other freestanding business sign on the same frontage on the same lot, parcel of land, or within any shopping center.
 - 3. Monument and post signs shall be directed toward the street frontage from which the area of the sign is computed.
- e. Projection.
 - 1. Monument and post signs shall not project over the roof of any building or structure.
 - 2. Monument and post signs shall not project over any public right-of-way.
- f. Movement. Monument and post signs shall not rotate, move or simulate motion in any way.
- g. Lighting. Monument and post signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- 8h. Other requirements for monument signs.
 - 1. Sign copy shall be displayed within one sign structure. No other signage shall be attached to or placed on the monument sign.
 - 2. All electrical service to the sign shall be underground and hidden from view.
- i. Exceptions.
 - 1. If a lot or parcel of land is a corner lot, the distances of any 2 intersecting street frontages may be combined and considered as a single frontage for the purpose of erecting and/or maintaining a single freestanding business sign adjacent to the corner formed by the intersecting street frontages, provided that:
 - a. The total combined distance of the 2 street frontages is 150 feet or more with no frontage less than 50 feet; and
 - b. No street frontage shall be used in combination as described herein more than once; and
 - c. Such sign or signs comply with all area, height, projection, lighting, movement, and locational requirements established elsewhere in this title.
 - 2. If any application for Director's Review, including a site plan and an architectural sketch of the proposed sign, is first submitted to and approved by the Director as provided in Article VI of Chapter 17.32, the street frontages of 2 or more contiguous lots or parcels of land may be combined and considered as a single frontage for the purpose of jointly erecting and/or maintaining one freestanding business sign, provided that:
 - a. The combined street frontage is 150 feet or more; and

- b. Such lots or parcels of land share a common street frontage; and
 - c. Such sign complies with all area, height, projection, lighting, movement and locational requirements established elsewhere in this title; and
 - d. If one such lot is a corner lot, only frontage along the street common to all lots or parcels of land so combined shall be used in these computations and all other frontages shall be considered separately.
3. If an application for Director's Review, including a site plan and an architectural sketch of the proposed sign, is first submitted to and approved by the Director as provided in Article VI of Chapter 17.32, one monument sign 42 inches or less in height may be erected and/or maintained on a lot or parcel of land having less than 150 feet of continuous street frontage. However if a monument sign greater than 42 inches in height or a post sign is desired by the applicant the Director, in approving any such application shall make the following findings in addition to those specified in Section 17.32.790:
- a. That no freestanding business sign currently exists on the subject property; and
 - b. That it is not practical for the applicant to combine the street frontage of said property with the frontage of one or more contiguous properties in order to comply with the minimum frontage requirement pursuant to subsection B.1. of this section; and
 - c. That surrounding buildings, structures or topographical features would substantially obstruct the visibility of a wall sign as permitted by this section for a distance of 100 feet, on one or both sides of such sign, measured along the center line of the street upon which such property fronts; and
 - d. That the requested sign is necessary for the effective identification of businesses located on said premises; and
 - e. That the requested sign will not obscure or significantly detract from existing legal signing located on surrounding properties; and
 - f. That the requested sign does not constitute a detriment to public health, safety and welfare; and
 - g. That the requested sign is in compliance with all other provisions of this title.
4. If the obstruction referred to in subsection B.9.c.3) of this section is a nonconforming sign, the Director shall require, as a condition of approval, that the proposed sign be removed no later than the date specified by this title for removal of the nonconforming sign. Such date for removal shall not be extended except in the instance where the amortization period for said nonconforming sign has been extended by the approval of an application for nonconforming use and structure review. In such instance, the new removal date shall not extend beyond the new amortization period established for said nonconforming sign.

The maximum permitted area of such sign shall be in the following ratio:

- a. On lots or parcels where the street frontage abuts or is across a local or collector street from residentially zoned property, ½ square foot of sign area for each foot of street frontage up to a maximum of 50 square feet total sign area; and
 - b. On all other lots or parcels, 1½ square feet of sign area for each foot of street frontage up to a maximum of 150 square feet total sign area.
5. Proposals for shopping centers of more than 2 net acres but no greater than 10 net acres shall require the submittal of an overall sign program which is subject to the Director's Review and approval. Shopping centers of greater than 10 net acres in size shall require an overall sign program as a condition of the required conditional use permit.
2. Pylon Signs. Pylon Signs shall comply with the following standards:
- a. Number. One sign for each site with a minimum of 150 feet of frontage on a major arterial.
 - b. Height. Maximum of 12 feet. For signs over 12 feet in height a Conditional Use Permit shall apply.
 - c. Location. Signs shall be located a minimum of 15 feet from interior side lot lines. Criteria for determining the precise location of signs shall include, but not limited to, visibility from the street, proximity to other signs and buildings, frontage and configuration of the site. Each sign shall have a minimum of 100 square feet of landscaped planter area proportionally surrounding the sign, which shall be in addition to any other required landscaped area.
 - d. Street Address. All signs shall contain a street address.
 - e. Design Guidelines. Signs permitted per this section shall comply with any sign design guideline that may be adopted by the City or as may be determined by the Director.
 - f. Design Review. All signs shall be reviewed and approved or conditionally approved with a Director's Review or Conditional Use Permit. Factors that the Director or Commission will consider include, but are not limited to the following:
 1. That the sign does not interfere with the ability of adjoining properties or uses to have visible signage;
 2. That the sign does not detract from architectural features of the building; and
 3. That the sign does not interfere with vehicular or pedestrian movement or with visibility for vehicular or pedestrian movements.
- C. Under Marquee Sign. Each business establishment may be permitted under marquee signs subject to the following restrictions:
1. Area permitted: Maximum of 3 square feet total sign area.

2. Number permitted:
 - a. Maximum of 2 per tenant; and
 - b. One for each entrance.
 3. Height above sidewalk: Shall not be less than 8 feet.
 4. Lighting. Under marquee signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- D. Window Signs. Each business establishment may be permitted display window signs subject to the following restrictions:
1. Area permitted: Maximum of 25% of the window area.
 2. Lighting. Window signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- E. Incidental Business Signs. Each business establishment may be permitted incidental business signs provided:
1. That such signs are wall signs or window signs or are displayed within an existing freestanding sign structure; and
 2. That such signs do not exceed 3 square feet in sign area or 6 square feet in total sign area; and
 3. That the sum of the sign areas of all such signs does not exceed 10 square feet.
 4. Incidental business signs may be internally or externally lighted but any continuous or sequential flashing operation is prohibited.

(Ord. 711 § 15 (part), 1995: prior zoning ord. § 221.063)

STAFF REPORT

ZONE TEXT AMENDMENTS TO TITLE 17 OF THE LANCASTER MUNICIPAL CODE, LANCASTER T.O.D ZONES, AND THE DOWNTOWN LANCASTER SPECIFIC PLAN

DATE: July 15, 2019

TO: Lancaster Planning Commission

FROM: Cynthia Campaña, Associate Planner 
Community Development Division, Development Services Department

APPLICANT: City of Lancaster

LOCATION: Citywide

REQUEST: Amendment to various sections of the Lancaster Municipal Code, Title 17 (Zoning), Lancaster T.O.D Zones, and the Downtown Lancaster Specific Plan (DLSP) to provide clarification, consistency, and compliance with state code and update standards and regulations.

RECOMMENDATION: Adopt Resolution No. 19-30 recommending approval to City Council a Zone Text Amendment amending various sections of the Lancaster Municipal Code, Title 17 (Zoning), Lancaster T.O.D Zones, and the Downtown Lancaster Specific Plan (DLSP) to provide clarification, consistency, and compliance with state code and update standards and regulations.

PC ACTION:
APPROVED (6-0-0-1)
ABSENT: Harvey

BACKGROUND

Municipal Codes require periodic updates to ensure consistency with City policies, state law, to improve clarity, and to better serve the public. Staff reviewed the City's Zoning Ordinance and Specific Plans to identify potential improvements and to present recommendations with respect to amendments in order to address inconsistencies, clarification within the text, and updating standards to reflect current City policies and State code. Staff has identified a number of provisions in Title 17 (Zoning) of the LMC that requires review and revision. The goal of the Zone Text Amendment is to:

- Provide clarity related to certain Zoning Code provisions;
- Update to comply with state codes;
- Ensure internal consistency; and
- Update standard and regulation to streamline, incentivize, and reflect current City policies.

DISCUSSION/ ANALYSIS:

The City’s land use and zoning regulations are contained in Title 17 (Zoning) of the City’s Municipal Code. The DLSP is a community-based revitalization plan with goals to revitalize and improve the Downtown as a place of cultural, social, economic, and civic vitality and create place with a mix of commercial, retail, dining, entertainment, residential, and transit uses. The T.O.D Zones provide a means of implementing the community’s vision and expanding revitalization by providing unique and focused development standards that enable and promote high quality, walkable, mixed-use, and transit oriented neighborhoods surrounding the BLVD and the Metrolink Station. The Zoning Code, T.O.D Zones and the DLSP sections would be amended as part of this Zone Text Amendment. The Zone Text Amendment Chart (Attachment A) provides a list of amended sections and the proposed changes.

Staff identified updates needed for the T.O.D Zones, DLSP, and Zoning Code due to changes in policy, new laws, and standards or modification to other sections of the Code. As part of this review process, staff worked with other departments and divisions, and the City Attorney’s office, to review and consider the proposed changes. Additionally, staff surveyed and analyzed codes and policies from other agencies as appropriate and applicable. The result of this effort is a Zone Text Amendment to various sections of the Zoning Code, T.O.D Zones, and the DLSP. The amendment will include the following sections: DLSP, T.O.D Zones, definitions, residential zones, commercial zones, industrial zones, nonconforming uses and structures, and public hearing (Exhibit A).

The proposed Zone Text Amendment ensures internal consistency with zoning regulations, to improve clarity, user-friendliness, and staff’s ability to serve the public. It would provide more flexibility, incentivize businesses, and provide a business-friendly environment. In addition, it would allow the City to continue establishing the fundamental framework to guide future decision-making about development, public safety, public services, and general community wellbeing.

GENERAL PLAN CONSISTENCY

The proposed revision and update to the Zoning Code, T.O.D Zones, and DLSP are consistent with the General Plan. Specifically, the amendments comply with the following goals and actions:

- Specific Action 16.1.3(c):* Provide for the expeditious processing of application and plans.
- Specific Action 16.1.3(i):* Take necessary steps to encourage the attraction of retail stores, restaurants and services that will meet the needs of a growing and diverse community.
- Specific Action 16.4.2(d):* Revise the zoning ordinance as necessary to provide for development criteria appropriate and necessary to address the revitalization efforts within Downtown Lancaster.
- Policy 16.5.3:* Promote the development of entertainment uses and businesses which can stimulate tourism to the area and serve local needs.

Policy 17.1.6: Revise the zoning ordinance and zoning map to achieve consistency with provisions of the General Plan text and land use map. Among other items, this revision shall consider the application of form-based codes, and necessary provision for the application of community design guidelines. The requirement to update the zoning ordinance to include provisions for mixed-use development is addressed by Specific Action 17.1.6(b).

Specific Action 17.1.6(c): Implement development regulations and standards that allow developments and neighborhoods based on livable, sustainable community principles within the City.

The proposed Zone Text Amendment helps achieve goals, policies, and specific actions of the General Plan. Proposed changes such as removing the CUP requirement for bona-fide restaurants serving beer and wine in the DLSP and removing the home occupation permit with a home-based business license gives the City more flexibility to help encourage the attraction of retail stores, restaurant and services by providing them expeditious processing. In addition, changes like allowing retail/services with a Director's Review instead of a CUP in the Neighborhood Office District and allowing active entertainment uses in the DLSP, along with clarifying existing and new commercial uses in the Industrial Zones incentivizes new uses and businesses. These changes would help meet the needs of a growing and diverse community and stimulate tourism to the area and serve the local needs by simplifying the process.

ENVIRONMENTAL DETERMINATION

Pursuant to Sections 15162 and 15168(c)(2) of the State CEQA Guidelines, the proposed ordinance amendment is within the scope of the Program Environmental Impact Report (SCH #2007111003) for the existing Lancaster General Plan, and no further environmental review is required.

FINDINGS

Section 17.24.140 “Amendments—Commission findings and decision” of the Lancaster Municipal Code contains the following finding:

- 1. The Commission may recommend approval where the information presented at public hearing shows that such amendment is necessary to implement the general plan and/or that the public convenience, the general welfare or good zoning practice justifies such action.**

The proposed Zone Text Amendment is consistent with the goals and policies of the General Plan, as the General Plan designation and zoning designations within the City will not change and the text amendments will result in clarifying the implementation of the goals, policies and programs of the General Plan. The Zone Text Amendment would provide for flexibility, incentivize business and uses and ensure consistency with State Code and City policies.

LEGAL NOTICE

A Notice of Public Hearing was published in the Antelope Valley Press on Friday, July 5, 2019 as required by law.

RECOMMENDATION

Adopt Resolution No. 19-30 recommending approval to City Council a Zone Text Amendment amending various sections of the Lancaster Municipal Code, Title 17 (Zoning), Lancaster TOD Zones, and the Downtown Lancaster Specific Plan (DLSP) to provide clarification, consistency, and compliance with state code and update standards and regulations.

Attachments:

- A. Zone Text Amendment Chart
- B. Resolution No. 19-30
- C. Draft Ordinance

RESOLUTION NO. 19-30

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LANCASTER, CALIFORNIA RECOMMENDING APPROVAL TO CITY COUNCIL A ZONE TEXT AMENDMENT AMENDING VARIOUS SECTIONS OF THE LANCASTER MUNICIPAL CODE, TITLE 17 (ZONING), LANCASTER T.O.D ZONES AND THE DOWNTOWN LANCASTER SPECIFIC PLAN (DLSP) TO PROVIDE CLARIFICATION, CONSISTENCY, AND COMPLIANCE WITH STATE CODE AND UPDATE STANDARDS AND REGULATIONS

WHEREAS, the Planning Commission has considered the proposed zone text amendment amending various sections of the Zoning Ordinance (Title 17 of Lancaster Municipal Code), Lancaster T.O.D. Zones and the Downtown Lancaster Specific Plan to provide clarification, consistency, compliance with State Code and update standards and regulations, as set forth and attached here to as Exhibit A and more fully described below (the “amendments”); and

WHEREAS, applicable law requires the Planning Commission to notice and hold a public hearing on the amendments and, following such hearing, to render a decision in the form of a written recommendation to the City Council; and

WHEREAS, the Planning Commission held a public hearing concerning the amendments on July 15, 2019 notice of which was published and provided as required by law; and

WHEREAS, the Planning Commission finds that the proposed amendments are required for public health, safety, and general welfare, and that the amendments are consistent with the general objectives, principles, and standards of the General Plan;

WHEREAS, the Planning Commission now desires to recommend that the City Council adopt the Proposed Ordinance.

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

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

Section 2. That the Planning Commission hereby adopts the following finding pursuant to Section 17.24.150 of the LMC:

1. The commission may recommend approval where the information presented at public hearing shows that such amendment is necessary to implement the general plan and/or that the public convenience, the general welfare or good zoning practice justifies such action.

Section 3. That the proposed amendments are consistent with the City’s General Plan.

PC Resolution No. 19-30
Zone Text Amendments
July 15, 2019
Page 2

Section 4. That pursuant to Sections 15162 and 15168(c)(2) of the State California Environmental Quality Act (CEQA) Guidelines, the Proposed Ordinance is within the scope of the Program Environmental Impact Report (SCH#2007111003) for the existing Lancaster General Plan 2030, and no further environmental review is required.

Section 5. That the Planning Commission hereby recommends the City Council approve and adopt the Proposed Ordinance.

Section 6. That Planning Commission staff is authorized and hereby directed to transmit this Resolution to the City Council as required by Section 65855 of the Government Code.

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

AYES: Cook, Donovan, Moore, Parris, Smith, and Vose.

NOES: None.

ABSTAIN: None.

RECUSED: None.

ABSENT: Harvey.

DocuSigned by:

FFC16064A17F48C...

JAMES D. VOSE, Chairman
Lancaster Planning Commission

ATTEST:

DocuSigned by:

2DBA1DFF18BB42B...

LARISSA DE LA CRUZ, Community Development Manager
City of Lancaster

Attachments:

- A. Draft Ordinance
- B. Exhibit A – Redlines
- C. Exhibit B – Clean

ORDINANCE NO.

AN ORDINANCE OF CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING VARIOUS SECTIONS OF THE ZONING ORDINANCE (TITLE 17 OF THE LANCASTER MUNICIPAL CODE), LANCASTER T.O.D. ZONES, AND THE DOWNTOWN LANCASTER SPECIFIC PLAN TO PROVIDE CLARIFICATION, AND CONSISTENCY, COMPLY WITH STATE CODE AND UPDATE STANDARDS AND REGULATIONS

WHEREAS, the City Council of the City of Lancaster has determined that it is necessary to amend various sections of the Zoning Ordinance (Title 17 of the Lancaster Municipal Code), Lancaster T.O.D. Zones and the Downtown Lancaster Specific Plan to provide clarification, consistency, compliance with State Code and update standards and regulation as set forth in Exhibit "A" hereto (the "Amendment"); and

WHEREAS, on July 15, 2019, the City's Planning Commission held a public hearing on the Amendment, notice of which was published and provided as required by law, and adopted Resolution No. 19-30 (the "Planning Commission Recommendation") recommending the City Council approve the Amendment; and

WHEREAS, on XX, 2019, the City Council held a public hearing on the Amendment pursuant to Section 65856 of the Government Code, notice of which was published and provided as required by law; and

WHEREAS, the City Council now desires to adopt the Amendments in its entirety to read as set forth therein.

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

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

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

- (a) The commission may recommend approval where the information presented at public hearing shows that such amendment is necessary to implement the general plan and/or that the public convenience, the general welfare or good zoning practice justifies such action.

Section 3. This ordinance is determined that pursuant to Section 15162 and 15168(c)(2) of the State California Environmental Quality Act (CEQA) Guidelines, the proposed amendments are within the scope of the Program Environmental Impact Report

(SCH#2007111003) for the existing Lancaster General Plan 2030, and no further environmental review is required.

Section 4. Sections of the Lancaster Municipal Code and the Downtown Lancaster Specific Plan is hereby amended and restated in its entirety to read as set forth in Exhibit "A" attached hereto.

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

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

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

I, 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 _____ day of _____, 2019, and placed upon its second reading and adoption at a regular meeting of the City Council on the ____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

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. _____, 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- Redline

Language to be deleted is shown in ~~striketrough~~ font and language to be added is shown in underline.

17.04.240 - Definitions.

Unless otherwise provided in this title, the definitions established in this section shall apply wherever such terms are used in this title, whether or not such terms are capitalized. Note: Definitions which are found in Title 16 also apply to the same terms as they are used within this title.

"Accessory building or structure" means a detached subordinate building or structure, the use of which is customarily incidental to that of the main building or to the main use of the land, and which is located in the same or a less restrictive zone and on the same lot or parcel of land with the main building or use.

"Accessory use" means a use customarily incidental to, related and clearly subordinate to a principal use established on the same lot or parcel of land, which accessory use does not alter said principal use nor serve property other than the lot or parcel of land on which the principal use is located.

"Adjacent" means 2 or more lots or parcels of land separated only by an alley, street, highway or recorded easement, or 2 or more objects that lie near or close to each other.

"Adjoining" means 2 or more lots or parcels of land sharing a common boundary line, or 2 or more objects in contact with each other. Lots or parcels of land which touch at corners only shall not be deemed adjoining. "Abut" or "abutting" and "contiguous" mean the same as adjoining.

"Adult" means a person who is 18 years of age or older.

~~"Adult day care facility" means any facility which provides nonmedical care to persons 18 years of age or older in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis as defined in Section 1502 of the Health and Safety Code.~~

~~"Adult day health care" means an organized day program of therapeutic, social and health activities and services provided pursuant to this chapter to elderly persons with functional impairments either physical or mental, for the purpose of restoring or maintaining optimal capacity for self care. Provided on a short term basis, adult day health care serves as a transition from a health facility or home health program to personal independence. Provided on a long term basis, it serves as an option to institutionalization in long-term care facilities, when 24-hour skilled nursing care is not medically necessary or viewed as desirable by the recipient or his family as defined in Section 1570.7 of the Health and Safety Code.~~

"Affordability" means the economic feasibility to construct lower-income housing in the proposed development.

"Affordable housing" means housing as defined in Section 65589.5(h)(2) of the Health and Safety Code.

"Aircraft" means any contrivance, now known or hereafter invented, for use or designed for navigation of or flight in the air.

"Airport" means any area of land or water which is used or intended to be used for the landing and taking off of aircraft and any appurtenant areas used or intended to be used for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon. Airport includes heliport, helistop and landing strip.

"Alternative fuel" means biological materials, coal-derived liquids, electricity, ethanol, hydrogen, methanol, natural gas, propane and any other fuel that the Secretary of Energy finds to be substantially not petroleum and which would yield substantial energy security benefits and substantial environmental

benefits. Reformulated gasoline or other fuel derived from crude oil is not considered an alternative fuel. (From Federal Energy Policy Act of 1992).

"Alternative fuel vehicle" means motor vehicles that run on fuels other than petroleum-based fuels. As defined by the National Energy Policy Act (EPACT), this excludes reformulated gasoline as an alternative fuel.

"Amphitheater" means unroofed or partially enclosed building or structure used for public assembly and/or entertainment including sports events, theatrical performances, concerts and recitals, circuses, stock shows and conventions. "Amphitheater" shall include stadium, sports arena and outdoor theater, but shall not include an entertainment park or its accessory buildings or structures.

Apartment, Bachelor. "Bachelor Apartment" means a dwelling unit in an apartment house, that combines sleeping, living, cooking and dining facilities into one habitable room. "Light housekeeping room" shall mean the same as bachelor apartment.

Apartment, Efficiency. "Efficiency apartment" means a dwelling unit in an apartment house, that combines sleeping, living, cooking and dining facilities into 2 habitable rooms, one of which shall be a kitchen. "Single apartment" and "efficiency living unit" mean the same as efficiency apartment.

Apartment, One-Bedroom. "One-bedroom apartment" means a dwelling unit in an apartment house, that contains a maximum of 3 habitable rooms, one of which shall be a kitchen.

Apartment, Two or More Bedroom. "Two or more bedroom apartment" means a dwelling unit in an apartment house that contains more than 3 habitable rooms.

Area, Net. "Net area" means the total area within the lot lines of a lot or parcel of land after public street easements or other areas to be dedicated or reserved for public uses are deducted from such lot or parcel. Does not include trails easement, or landscape easement for lots of less than 7,000 square feet.

"Automobile dismantling yard" means any premises used for the dismantling or wrecking of motor vehicles and trailers required to be registered under the Vehicle Code of the state of California including the buying, selling or dealing in such vehicles or integral parts or component materials thereof, and the storage, sale or dumping of dismantled, partially dismantled or wrecked inoperative vehicles and trailers.

Automobile dismantling shall not include the incidental storage of inoperative or disabled vehicles in connection with the legal operation of an automobile repair garage or automobile body and fender repair shop.

"Automobile impound yard" means any premises used for the temporary storage of vehicles which have been legally removed or impounded at the direction of a peace officer or by judicial order from public or private property as prescribed by law.

"Automobile parking space," as used in this title, means any permanently maintained space on the same lot or parcel of land as is located the structure it is designed to serve, so located and arranged as to permit the storage of, and be readily accessible under its own power to, a passenger automobile of average size. "Automobile storage space" means automobile parking space.

"Automobile repair" means general repair including but not limited to replacement of parts, engine and transmission rebuilding, electronic diagnosis, brakes and alignment, muffler and exhaust replacement, radiator repair or replacement, reconditioning and restoration; maintenance including tune up, oil

change, and lubrication; damage repair including but not limited to body work, frame repair, upholstery and painting.

"Automobile service station" means uses where the primary business is the sale of motor vehicle fuels (including but not limited to alternative fuels such as compressed natural gas (CNG), liquified petroleum gas (LPG), and electric recharging stations), lubricants and other refined petroleum products, and automobile accessories such as tires, batteries, windshield wiper blades and other incidental auto parts, and may also offer minor automobile repair services, but not convenience items such as food or drink other than from vending machines.

"Basement" means that portion of a building between floor and ceiling, which is partly below and partly above grade (as defined in this section), but so located that the vertical distance from grade to the floor below is less than the vertical distance from grade to ceiling.

Biosolid Material. "Biosolid material" shall have the same meaning as "Sludge."

"Borrow pit" means the same as quarry.

"Buildable area" means that portion of the lot remaining after deducting all required setbacks from the lot when considered in conjunction with maximum lot coverage.

"Building" means any structure having a roof supported by columns or by walls and intended for the shelter, housing or enclosure of persons, animals, chattels or property of any kind.

"Building and safety official" means the building and safety official of the city.

Building, Enclosed. "Enclosed building" means a building enclosed on all sides.

"Campground" means a lot or parcel of land designed or used for tent camping including picnic areas, but excluding any structures for permanent human occupancy.

"Caretaker" means:

1. A person employed by and residing on the premises of an employer; or
2. The owner of any commercial/industrial enterprise or a member of his immediate family who assumes the primary responsibility for the necessary repair, maintenance, supervision or security of the real or personal property of the employer or owner which is located on the same or contiguous lots or parcels of land.

"Cargo container" means and includes, without limitation, a pre-manufactured, assembled reusable structure, typically made of metal but which can be made of other materials, that is delivered to a property in the city for use by an owner, occupant or licensed contractor as storage for construction materials and equipment, household items or other personal property. "Cargo container" includes, without limitation, vessels designed for packing, shipping or transportation of freight, articles, goods or commodities, and includes containers that are designed for and capable of being moved by railcar, motor vehicle, or ship. "Cargo container" does not include a storage shed or other structure that is or may be assembled at a property.

"Cellar" means that portion of a building between floor and ceiling which is wholly or partly below grade (as defined in this section) and so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling.

Centerline. Where reference is made to the centerline of any parkway, major or secondary highway, such centerline is deemed to be the centerline established by the county engineer for any proposed or dedicated public way which, in whole or in part, is included in any such parkway, major or secondary

highway. Said established centerlines are those shown on a series of maps entitled "County Surveyor's Maps" or "County Surveyor's Filed Maps" on file in the office of the county engineer, except that, where two or more such centerlines are shown on any map in said series of maps, the centerline labeled "Proposed Centerline" is deemed to be the centerline of the parkway, major or secondary highway.

"Chapter" means a chapter of this title unless some other ordinance or statute is mentioned.

"City" means the city of Lancaster.

"City engineer" means the city engineer of the city. The functions of the city engineer may be performed by the [Director of Development Services](#) ~~public works~~.

"Clean fuel vehicle" shall have the same meaning as stated in division 1 of the Motor Vehicle Code of California.

Co-located Facilities. "Co-located facilities" means wireless telecommunication devices that are attached to existing telecommunication towers or other existing structures such as light standards and power poles.

"Commercial coach" means a structure transportable in one or more sections, designed and equipped for human occupancy for industrial, professional or commercial purposes, which is required to be moved under permit and shall include a trailer coach as defined in Section 18001.8 of the Health and Safety Code.

"Commercial parking lot or building" means a parking area or structure established or operated as a business, providing off-street parking for a fee or charge.

"Commission" means the planning commission of the city of Lancaster.

"Communication equipment building" means a building housing operating electrical and mechanical equipment necessary for the conducting of a public utility communications business, with or without personnel.

["Community care facility" means any State licensed facility, place, or building that is maintained and operated to provide nonmedical residential care, day treatment, adult day care, or foster family agency services for children, adults, or children and adults, including, but not limited to, the physically, handicapped, mentally impaired, incompetent persons, and abused or neglected children and includes those types of facilities defined in section 1502 of the State Health and Safety Code.](#)

~~"Congregate living health facility" means a residential home with a capacity of no more than 6 beds as defined in Section 1250 of the Health and Safety Code.~~

"Consignment store" means a store which, for a mutually agreed upon method of compensation, accepts new or used merchandise to sell on behalf of the owner.

"Dairy" means any place or premises upon which milk is produced for sale or other distribution and where 3 or more cows or 7 or more goats are in lactation.

"Day care center" means any child day care facility other than a family home, and includes infant centers, preschools, and extended day care facilities as defined in Section 1596.76 of the Health and Safety Code.

"Density bonus" means an increased density of at least 25% over the maximum authorized density of the zone which is granted to a developer or property owner of a housing project agreeing to construct a prescribed percentage of lower-income units as defined by the California Government Code Section 65915 et seq.

"Detached living quarters" means living quarters within a detached accessory building located on the same premises as the main building, for use by temporary guests of the occupants of the premises. Such accessory building shall have no plumbing or plumbing facilities of any kind except for space heating, or air conditioning, or both and except in or for the purpose of supplying water to, or disposing of wastes from, a toilet or bathroom.

"Director" means the Director of Development Services~~community development~~ of the City of Lancaster or duly authorized representative(s).

"Domestic animal" means an animal which is commonly maintained in residence with man.

"Duplex" means a building designed or used for residential purposes and containing 2 dwelling units.

"Dwelling unit" or "(DU)" means one or more habitable rooms in a building, portion of a building or mobilehome which is designed, intended to be used, or used for occupancy by one family with facilities for living, sleeping, cooking, eating and sanitation, which are legally constructed, placed or installed in accordance with all applicable provisions contained within this code including, but not limited to, the city building, plumbing, electrical and fire codes. Dwelling unit shall also include any room which contains either a kitchen, kitchenette, cooking facilities or cooking appliance. (See definition of "guest room.")

"Earth station" means structures comprising one or more large parabolic reflectors which may be mounted on a circular control building and all appurtenant equipment necessary for the receiving, amplifying or transmitting of microwave signals in connection with a public utility communication route or system employing such earth stations and satellites in space.

"Electric distribution substation" means an assembly of equipment which is part of a system for the distribution of electric power where electric energy is received at a subtransmission voltage and transformed to a lower voltage for distribution for general consumer use.

"Electric transmission substation" means an assembly of equipment which is part of a system for the transmission of electric power where electric energy is received at a very high voltage from its source of generation by means of a network of high voltage lines and where, by means of transformers, said high voltage is transformed to a lower sub-transmission voltage for purposes of supplying electric power to large individual consumers, interchange connections with other power producing agencies or electric distribution substations for transformation to still lower voltage for distribution to smaller individual users.

"Electric vehicle (EV)" means an automotive-type vehicle for highway use, such as passenger automobiles, buses, trucks, vans and the like, primarily powered by an electric motor that draws current from a rechargeable storage battery, fuel cell, photovoltaic array or other source of electrical current. For the purpose of this title, electric motorcycles and similar type vehicles and off-road self-propelled electric vehicles such as industrial trucks, hoists, lifts, transports, golf carts, airline ground support equipment, tractors, boats, and the like are not included within the definition of electric vehicle. If any significant difference, as determined by the Director, exists between this definition and the definition of electric vehicle as stated in the National Electrical Code, then the definition as stated in the National Electrical Code shall apply.

"Electric vehicle charging station (EVCS)" means a location, either within a building or out-of-doors, which is properly and legally equipped with an electric vehicle connector and at which an electric vehicle may park, connect and charge its electrical storage system.

"Electric vehicle supply equipment" means the conductors, including the ungrounded, grounded and equipment grounding conductors, the electric vehicle conductors, attachment plugs, and all other fittings, devices, power outlets or apparatuses installed specifically for the purpose of delivering energy from the premises wiring to the electric vehicle. If any significant difference, as determined by the Director, exists between this definition and the definition of electric vehicle supply equipment as stated in the National Electrical Code, then the definition as stated in the National Electrical Code shall apply.

"Emergency shelter," as defined in health and safety code 50801(e), means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

"Entertainment park" means an entertainment or amusement complex developed as a regional visitor tourist attraction and organized around a central theme such as amusement rides and attractions, tours or exhibitions, including all related accessory uses, buildings and structures designed and operated for patron participation and pleasure in conjunction therewith.

"Equivalent financial value" means the cost to the developer/property owner based on the land cost per dwelling unit. This is determined by the difference in the value of land with and without the density bonus.

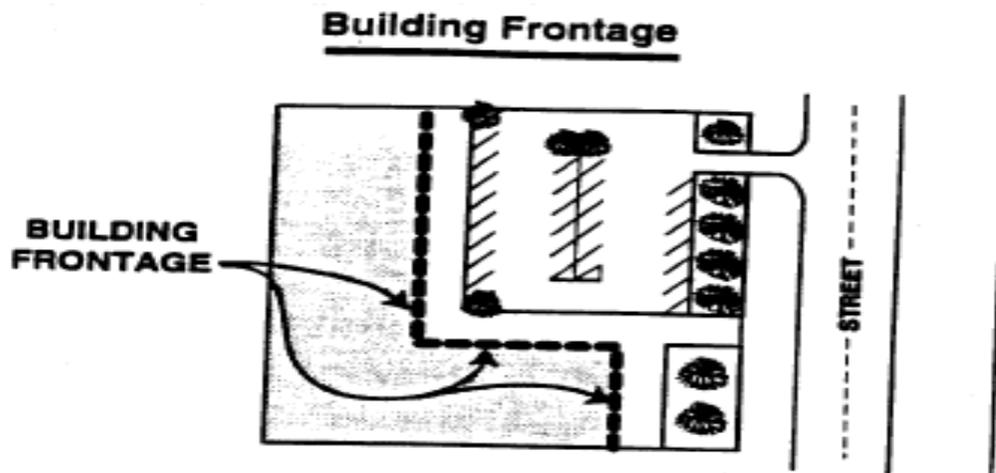
"Family" means an individual or two more persons living in a single dwelling unit. "Family" also mean the persons living together a residential facility, including transitional and supportive housing.

"Family day care home" means a home which provides care, protection and supervision of 12 or fewer children, in the provider's own home, for periods of less than 24 hours a day, while the parents or guardians are away, as defined in Section 1596.78 of the Health and Safety Code and includes the following:

1. "Large family day care home" means a home which provides family day care to 7 to 12 children, inclusive, including children under the age of 10 years who reside at home.
2. "Small family day care home" means a home which provides family day care to 6 or fewer children, including children under the age of 10 years who reside at the home.

"Floor area ratio" means the numerical value obtained through dividing the aboveground gross floor area of a building or buildings located on a lot or parcel of land by the total area of such lot or parcel of land.

Frontage, Building. "Building frontage" means that exterior building wall of a ground floor business establishment on the side or sides of the building fronting and/or oriented toward a public street, highway or parkway. Building frontage shall be measured continuously along said building wall for the entire length of the business establishment, including any portion thereof which is other than parallel to the remainder of the wall.



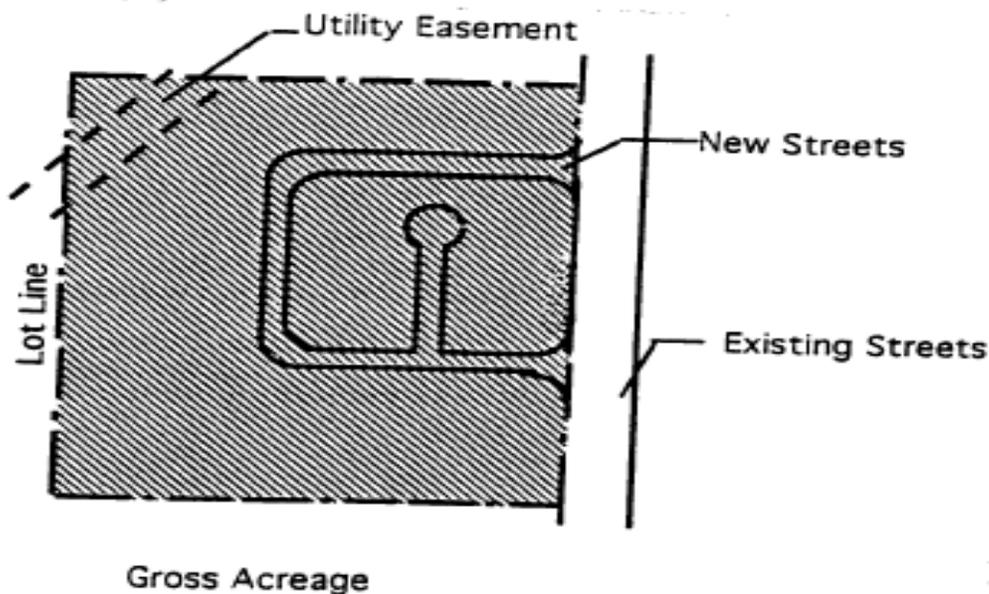
Frontage, Street or Highway. "Street or highway frontage" means that portion of a lot or parcel of land which borders a public street, highway or parkway. Street or highway frontage shall be measured along the common lot line separating said lot or parcel of land from the public street, highway or parkway.

Garage, Residential. "Residential garage" means an enclosed building, or portion thereof, used for the storage of motor vehicles owned or operated by residents, and for storage and other uses related to normal household purposes.

"General plan" means the adopted general plan of the city and all subsequent amendments thereto.

"Grade" (ground level) is the average of the finished ground level at the center of all walls of a building. In case walls are parallel to and within five feet of sidewalks, the above ground level shall be measured at the sidewalks.

"Gross acreage" means the total area within the boundary lines of a lot or parcel of land before public streets, easements, or other areas to be dedicated or reserved for public uses are deducted from such lot or parcel, and does not include adjacent lands already dedicated for such purposes.



"Gross floor area" means the total horizontal area of all the floors of a building enclosed within the surrounding walls, exclusive of areas within a building designed and used for the parking of vehicles.

"Guest house" means living facilities having no kitchen or cooking facilities, located on the same premises with the main building, which is provided for the sole use of family members, temporary guests, or persons permanently employed on the premises. The guest house shall be either attached or detached with a separate entrance and the floor area is limited to 500 square feet. The structure shall comply with all yard, coverage and other provisions of the title for the main dwelling unit and may not be rented. (See definition for "detached living quarters.")

"Guest ranch" means any property operated as a ranch which offers guest rooms for rent or hire and which has outdoor recreational facilities such as horseback riding, swimming or hiking.

"Guest room" means one habitable room with facilities for sleeping and sanitation which does not contain a kitchen, kitchenette, cooking facilities or cooking appliance(s) (the term "cooking appliance" does not include coffee pots or refrigerators) and is designed, intended to be used, or used as temporary sleeping accommodations for any person.

"Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment; or as this definition is hereafter amended by the state of California.

["Health facility" means a facility, place, or building that is organized, maintained, and operated for the diagnosis, care, prevention, and treatment of human illness, physical or mental, including convalescence](#)

[and rehabilitation and including care during and after pregnancy, or for any one or more of these purposes, for one of more persons, to which the persons are admitted for a 24-hour stay or longer, and include those facilities types defined in 1250 of the Health and Safety Code.](#)

"Health retreat" means any use providing a preventive and rehabilitative health care program on a live-in basis and offering dietary education and control as well as physical therapy including gymnasium and other exercise equipment, solariums, yoga, swimming and outdoor recreational activities. "Health retreat" shall not include hospital, medical office or clinic or nudist camp.

"Heavy equipment" means bulldozers, graders, tractors, plows, cultivators, and similar earthmoving or farming vehicles and tools, and trucks designed to pull detachable trailers and the trailers they pull.

"Heavy equipment training school" means a lot or parcel of land used to train operators in the use of earth-moving and construction equipment including motor graders, bulldozers, rollers, earth-movers, cable and hydraulic shovels, front loaders, drilling equipment, pile drivers, standing and truck cranes, fork lifts, welders and similar equipment.

"Height" means the vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitch or hip roof. In calculating the height, roof structures which comply with the provisions of Chapter 36 of the Building Code, Ordinance No. 2225, shall not be considered.

"Heliport" means any helicopter landing area used, designed or intended to be used for the receiving or discharging of passengers and cargo and shall include any appurtenant facilities for passengers, cargo, or for the servicing, repair, shelter or storage of helicopters.

"Helistop" means any helicopter landing area used, designed or intended to be used for the receiving or discharging of passengers and cargo but shall not include other appurtenant facilities permitted at a heliport other than a shelter for passengers.

"Highway line" means the ultimate right-of-way established for a regional, primary, secondary, or other arterial street or any other street by the general plan, by this title, or by Title 16 of this code. Such line is coterminous with the lot line on property adjoining a fully widened arterial or other street.

"Hog ranch" means any premises where 3 or more weaned hogs are maintained.

"Home occupation" means a use conducted for monetary gain within the boundaries of one's property, which use is incidental and secondary to the use of the property for residential purposes, and does not change the residential character or appearance of the dwelling, or adversely affect the uses permitted in the residential zone. These provisions do not apply to uses which are permitted as a matter of course within residential zones.

"Hospital" means any institution, place, building or agency licensed by the Departments of Public Health or Mental Hygiene of the state of California, which maintains and operates organized facilities for the diagnosis, care and treatment of human illness, including care during and after pregnancy. Hospital includes sanitarium, sanatorium, maternity home and convalescent hospital.

Hospital, Small Animal. "Small animal hospital" means any facility providing medical or surgical treatment, clipping, bathing, or other services, including incidental boarding to dogs, cats and other small animals.

"Hotel" means any building containing 6 or more completely furnished guest rooms or dwelling units, the majority of which have an entrance directly from an inside corridor, with automobile parking spaces provided on the lot or parcel of land for such guest rooms or dwelling units as required therefor, and

such guest rooms or dwelling units are designed, intended to be used, or used for temporary sleeping purposes by registered guests. No hotel shall be allowed to have more than 40% of its total gross floor area devoted to dwelling units. (See definition of "dwelling unit.")

Household Appliance, Large. "Large household appliance" means a tool or machine designed for a particular household use, which is operated by gas or electricity. A large household appliance includes stoves, furnaces, refrigerators, washers, dryers, and similar devices of like size.

"Junk and salvage" means old, secondhand or scrap ferrous and nonferrous metals, paper and paper products including roofing and tar paper, cloth and clothing, wood and wood products, manufactured rubber products, rope, manufactured plastic products, paint, manufactured clay and porcelain products, trash, and similar materials, and shall include dismantled machinery, equipment and parts. Junk and salvage shall also include the baling of cardboard boxes, paper and paper cartons.

"Junk and salvage yard" means any premises, establishment or place of business which is maintained, operated or used for storing, keeping, buying, selling or dismantling of junk and salvage.

"Kitchen" means any room, all or part of which is designed and used for the storage, refrigeration, cooking and preparation of food.

"Land reclamation project" means a project established to restore otherwise unsuitable land to useful purposes through the use of fill materials such as rubbish, waste, excluding sludge or biosolid materials, soil and other unwanted materials. "Land reclamation project" shall include a dump or waste disposal facility.

"Landscape maintenance" means the regular, periodic care that is necessary to keep landscaped areas active and healthy and shall include but not be limited to weed and trash removal, cultivation, irrigation, fertilizing, pruning and replacement of damaged, dying or dead plants with the approved species.

"Landscaping" means the preparation of the ground and the subsequent planting of trees, shrubs, vines, ground cover, flowers, or lawns singly or in combination with each other. In addition, the combination or design may include natural features such as rock or stone and structural features including but not limited to fountains, sculpture, walls, fences, and street furniture.

"Lodger" means a person who occupies a rented room in the house of another.

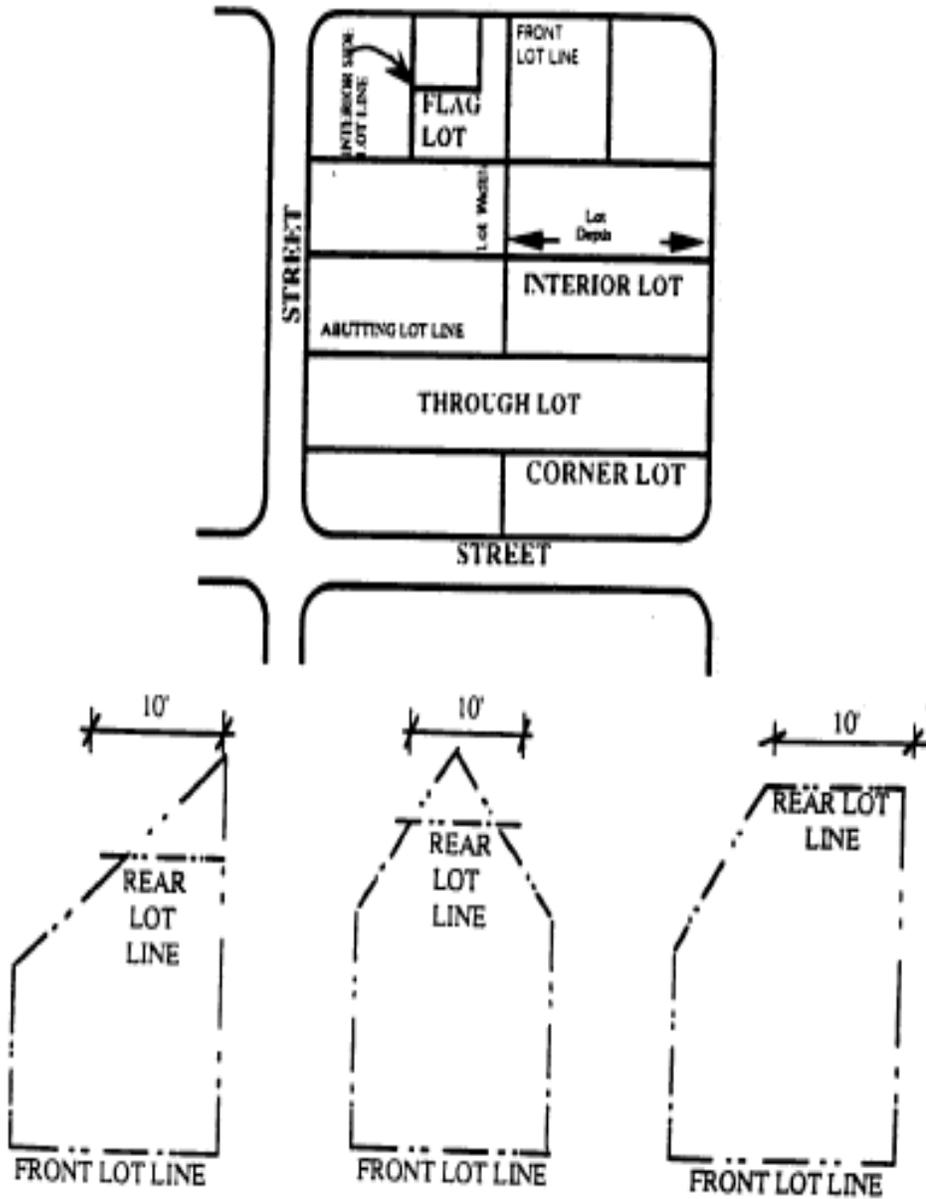
~~"Long-term health care facility" means any facility licensed in accordance with state law that is any of the following: skilled nursing facility, intermediate care facility, intermediate care facility/developmentally disabled, intermediate care facility/developmentally disabled habilitative, intermediate care facility/developmentally disabled nursing, nursing facility, pediatric day health and respite care facility. This definition does not include a general acute care hospital or an acute psychiatric hospital, except for that distinct part of the hospital that provides skilled nursing facility, intermediate care facility or pediatric day health and respite care facility services.~~

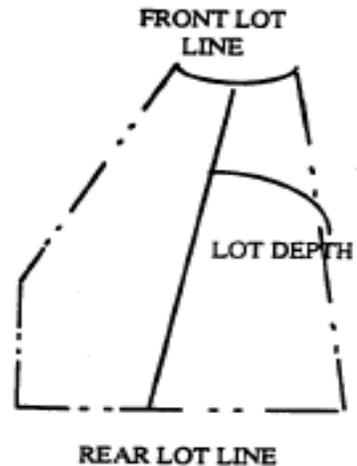
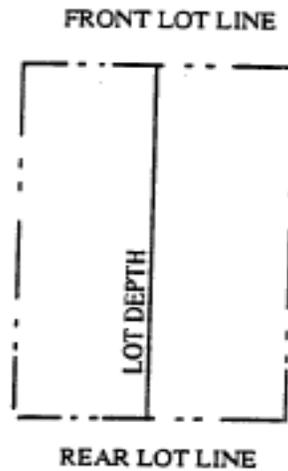
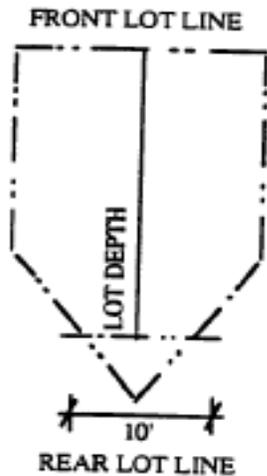
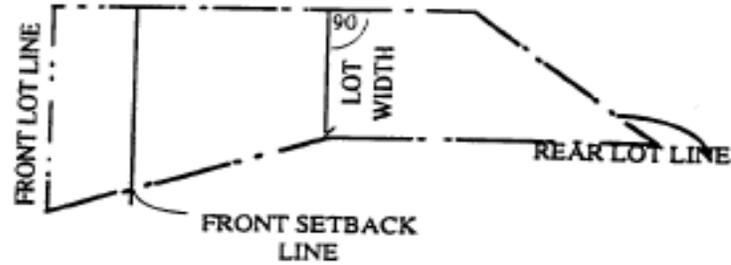
Lot, Corner. "Corner lot" means a lot or parcel of land situated at the intersection of two or more parkways, highways or streets, which parkways, highways or streets have an angle of intersection measured within said lot or parcel of land of not more than 135 degrees.

"Lot coverage" means the total horizontal area of a lot, parcel or building site covered by any building which extends more than 3 feet above the surface of the ground and including any covered vehicular parking spaces.

"Lot depth" means the horizontal distance from the highway line to the rear lot line of the lot or parcel of land, measured from the midpoint of the highway line, where it fronts the lot, to the midpoint of the rear lot line. (See also the definition of "highway line.")

Lot Diagram.





Lot, Flag. "Flag lot" means a lot or parcel of land taking access by a strip, the owner of which lot or parcel of land has fee simple title to said strip extending from the main portion of the lot or parcel of land to the adjoining parkway, highway or street.

Lot, Interior. "Interior lot" means a lot or parcel of land other than a corner or flag lot.

"Lot line" means a boundary line of a lot or of a parcel of land.

Lot Line, Front. "Front lot line" means a line separating the front yard from the parkway, highway or street upon which the yard fronts or, in the case of a flag lot where the front yard is oriented toward an adjoining lot, the line separating such front yard from said adjoining lot.

Lot Line, Rear. "Rear lot line" means a lot line which is opposite and most distant from the front lot line. For a triangular or gore-shaped lot, the rear lot line shall mean a line 10 feet in length within the lot which is parallel to the front lot line, or parallel to the chord of a curved front lot line, and at the maximum distance from the front lot line.

Lot Line, Side. "Side lot line" means any lot boundary line which is not a front lot line or a rear lot line.

Lot, Through. A "through lot" means a lot having frontage on two parallel or approximately parallel parkways, highways and/or streets.

"Lot width" means the horizontal distance between side lot lines as measured at a right angle from the midpoint of a straight line drawn in accordance with the definition of "lot depth."

"Low and very low income households" means income limits published by the State Department of Housing and Community Development. This definition applies to both for-rent and for-sale housing.

"Major highway" means a major highway or primary arterial designated on the circulation element of the general plan.

"Major wireless telecommunication facilities" means self-supporting, ground mounted facilities that exceed the maximum allowable height in the zone in which they are located. These facilities require Federal Communications Commission and Federal Aviation Administration review. The design of these structures shall best match the background color scheme as seen from the primary roadways adjacent to the site. Ground mounted cabinetry shall complement the adjacent buildings in color and material treatment. Typical major wireless telecommunication facilities include paging and data transfer services or personal communication services (PCS), and cellular telephone towers.

"May" is permissive.

"Microwave station" means a building housing equipment necessary for the receiving, amplifying or transmitting of microwave signals, including necessary antenna systems, along a communications route or system which employs microwave frequencies assigned by the Federal Communications Commission.

"Ministorage warehouse" means a warehouse and associated office and/or residence designed and intended to serve the storage needs of a variety of users from individuals to businesses on a rental basis.

"Mini wireless telecommunication facilities" means accessory structures attached to roof tops or buildings as an accessory or complementary use to the primary land use on the site. These structures do not exceed 10% of the height of the buildings on which they are mounted and must be fully enclosed or designed in a way that is consistent with the architectural design of the buildings on-site. Typical uses of mini wireless telecommunication facilities include building to building communications, local dispatch facilities, and small satellite communications facilities.

"Minor wireless telecommunication facilities" means freestanding structures essential to the primary use of the property and which do not exceed the height limit in the zone in which they are located. The structure can be roof or building mounted or solely ground mounted and be consistent with the design of the existing buildings on-site. Typical minor wireless telecommunication facilities include radio and television towers, regional dispatch facilities, and larger satellite communications facilities.

"Mixed use development" means the development of two or more land uses including, but not limited to a combination of residential, commercial or industrial uses on a single parcel of land or in a physically integrated group of structures.

"Mobilehome" means either of the following:

1. A structure transportable under permit in one or more sections, designed and equipped to contain not more than two dwelling units to be used with or without a foundation system; or
2. A structure transportable under permit in one or more sections, designed to be used with a foundation system for any of the following purposes:
 - a. Three or more dwelling units, as defined in Section 18003.3 of the Health and Safety Code,
 - b. A dormitory. A dormitory shall mean a room or rooms inhabited for the purposes of temporary residence by two or more persons,
 - c. A residential hotel, as defined in Section 50519 of the Health and Safety Code,

d. Efficiency units, as defined in Section 17958.1 of the Health and Safety Code.

Mobilehome does not include a recreational vehicle, commercial coach, or factory-built housing as defined in Section 19971 of the Health and Safety Code. The handicap accessibility and adaptability requirements of Title 24 of the California Code of Regulations applicable to dormitories, hotels and apartment houses shall be applicable to mobilehomes constructed for those purposes.

"Mobilehome lot" means a lot created through the approval of a mobilehome subdivision by the city.

"Mobilehome park" means any area or tract of land where two or more mobilehome spaces are rented or leased or held out for rent or lease to accommodate manufactured homes or mobilehomes used for human habitation as defined in Section 18211 of the Health and Safety Code.

"Mobilehome space" means an area of land within a mobilehome park designed for the accommodation of one mobilehome which is rented or leased by the owner or occupant of a mobilehome for placing a mobilehome thereon for residential purposes.

"Mobilehome subdivision" means the division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units into lots, for the purpose of sale of such lots, for use as individually owned sites for the installation of mobilehomes on foundation systems.

"Mobile recycling unit" means an automobile, truck, trailer or van, licensed by the department of motor vehicles which is used for the collection of recyclable materials. A mobile recycling unit also means the bins, boxes or containers transported by trucks, vans or trailers, and used for the collection of recyclable materials.

"Model home" means a dwelling unit which is constructed upon a proposed or recorded lot in a subdivision for which a tentative map has been approved or a final map recorded, and which is intended to be temporarily utilized as an example of a dwelling unit which has been, or is proposed to be, built in the same or similar subdivision or within a three mile city radius of the approval location. The number of model homes in a subdivision shall not exceed the number of separate and distinct floor plans offered by the developer. (A reverse or mirror image of an offered floor plan shall not be considered as a separate floor plan.)

"Model studio" means:

1. Any premises on which there is conducted the business of furnishing figure models who pose for the purpose of being observed or viewed by any person or of being sketched, painted, drawn, sculptured, photographed, or otherwise similarly depicted for persons who pay a fee or other consideration or compensation or a gratuity for the right or opportunity so to depict the figure model, or for admission to or for permission to remain upon or as a condition of remaining upon the premises; and/or
2. Any premises where there is conducted the business of furnishing or providing or procuring for a fee or other consideration or compensation or gratuity, figure models to be observed or viewed by any persons or to be sketched, painted, drawn, sculptured, photographed, or otherwise similarly depicted.

"Motel" means a single building or group of attached or detached buildings containing completely furnished guest rooms or dwelling units, the majority of which have a separate entrance directly from outside the building, with conveniently located automobile parking spaces provided on the lot or parcel of land for such rooms or dwelling units as required therefor, which are designed, intended to be used, or used wholly or in part for the accommodation of registered guests who are primarily transient

automobile travelers. No motel shall be allowed to have more than 40% of its total gross floor area devoted to dwelling units. "Motel" shall also include auto courts, motor lodges and tourist courts. (See definition of "dwelling unit.")

"Multiple-family project" means a building, or a portion of a building designed or used for occupancy by three or more families, living independently of each other and containing three or more dwelling units.

"Nightclub" means a place of entertainment, typically open at night, usually serving food and/or alcoholic beverages, which may have a floor show and/or offer live or recorded entertainment or music and/or space for dancing. A use that contains these operational characteristics shall be deemed a nightclub even if alcoholic beverages are not served.

"Nonconforming building or structure" means, unless otherwise specified by this title, any building or structure that was lawfully established and in compliance with all applicable ordinances and laws at the time this title or any amendment thereto became effective, but which, due to the application of this title or any amendment thereto, no longer complies with all the applicable regulations and standards of development in the zone in which it is located.

"Nonconforming use" means any use of land or property that was lawfully established and in compliance with all applicable ordinances and laws at the time this title or any amendment thereto became effective, but which due to the application of this title or any amendment thereto, no longer complies with all of the applicable regulations and standards of the zone in which it is located.

"Nudist camp" means any place where three or more persons not all members of the same family congregate, assemble, associate or engage in any activity while without clothing or covering or with partial clothing or covering but with any pubic area or any portion of the crease of the buttocks exposed in the presence of others or of each other, other than an occasional gathering in, or on the premises of a private home. Nudist camp includes growth center.

"Nuisance" means everything that endangers life, the public health, safety and welfare, gives offense to the senses, violates the laws of decency, or obstructs the reasonable and comfortable use of property by the owner or the occupant.

"Oath" means and includes affirmation.

"Open space" means space upon the land which is unoccupied by buildings, driveways and parking areas.

Open Space, Private. "Private open space" means open space which is intended for the exclusive use of the owner or tenant of a dwelling unit, which abuts said dwelling unit and is bounded by a wall, fence or landscaping on at least two sides, and may include a patio or balcony (covered or uncovered).

Open Space, Public. "Public open space" means open space which is available for use by the public at large.

Open Space, Usable Common. "Usable common open space" means open space which is available for use by all residents of the development and which is landscaped with lawns, trees and shrubs, and may contain paved walkways, patios, swimming pools, and similar improvements. Such open space shall have no dimension thereof less than 10 feet and area thereof not less than 200 square feet. All usable common open space shall be exclusive of required yards.

"Ordinance" means an ordinance of the city of Lancaster.

"Outdoor festival" means any music festival, dance festival, rock festival or similar musical activity to which both of the following apply:

1. Attendance by more than 500 persons is desired or may reasonably be expected; and
2. The festival will be held at any place other than in a permanent building or permanent installation which has been constructed for the purpose of or is so constructed that it can be used for conducting such activities.

It is immaterial whether music will be provided by paid or professional, or amateur performers or by prerecorded means; or whether admission is to be charged.

"Outside display" means the placement of goods, equipment, merchandise or exhibits at a location visible to the public view, other than within a building.

"Outside storage" means the storage of goods, equipment or materials outside of a building for any purpose other than outside display.

"Parcel of land" means a contiguous quantity of land, owned by, or recorded as the property of the same claimant or person, or in the possession of the same claimant or person pursuant to a recorded lease with a term of not less than 20 years.

"Pawnshop" means an establishment where a pawnbroker loans money on the security of personal property which is pledged in his keeping.

"Person" means any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, syndicate, county, city and county, municipality, district or other political subdivision, or any other group or combination acting as a unit.

"Pest control operator" means a person who engages in the business of eradicating or controlling any pest which is or is liable to be dangerous or detrimental to agriculture by the application of any substance, method or device, or who engages in the business of preventing, destroying, repelling, mitigating or correcting any disorder of plants by the same means or both. "Pest control operator" does not include a person engaged in the business of termite eradication or control.

Plot Plan. Whenever this title refers to a "plot plan" or "plan" it shall be construed to mean a site plan.

"Pool hall" means any entertainment establishment which has more than four pool tables or in which more than 50% of the gross floor area is devoted to pool tables and the space required to use such tables.

"Portable sign" means a freestanding sign not permanently affixed, anchored or secured to either the ground or a structure on the premises it occupies.

"Pot-bellied pig" means a pig classified as *Sus scrofa jubatus* Muller, or *Sus scrofa (cristatus) vittatus*, as commonly referred to as a Vietnamese pot-bellied pig, which stands no higher than 20 inches at the shoulder and is no longer than 40 inches from the tip of the head to the end of the buttocks, and weighs no more than 120 pounds. When such animals are located in an R zone they shall be registered with a nationally recognized registry as one of the above species of pot-bellied pigs and considered as pets.

"Premises" means any lot or lots and the buildings, structures, or other improvements located thereon.

"Principal use" means a primary or dominant use established, or proposed to be established, on a lot or parcel of land.

"Private property" means any property other than public property.

"Project grading" means any excavation or fill or combination thereof, necessary and incidental to impending building construction or other lawful development of the premises. Impending building

construction or other development as used in this section shall mean the initiation of such construction or development within one year of the date of application.

"Property line" means lot line.

"Pro shop" means an incidental commercial use operated in conjunction with, and on the same premises as a principal recreational use, which offers for retail sale sporting equipment and supplies customarily utilized in participating in such recreational activity. "Pro shop" does not include a general sporting goods store.

"Public property" means any real or personal property in which the city or any other governmental entity or any publicly regulated utility company possesses an ownership interest. Public property shall include, without limitation, any street, sidewalk, curb, curbstone, street lamp post, hydrant, tree, tree stake or guard, railroad trestle, electric light, power, telephone or telegraph system, any lighting system, public bridge or wall, drinking fountain, life preserver, lifesaving equipment, street sign, traffic sign or signal, street median, public park, or other publicly owned property or structure.

"Public utility service center" means any buildings or premises used for the administration of public utility repair, maintenance and installation crews including parking for vehicles, not to exceed 2 tons rated capacity, but not including warehouses or storage yards.

"Public utility service yard" means any buildings or premises used for the office, warehouse, storage yard, or maintenance garage of a public utility including microwave repeater stations when incorporated as a part of the service yard use.

"Quarry" means any place on a lot or parcel of land where dirt, soil, sand, gravel, rock, clay, decomposed granite, or other similar material is removed by excavation or otherwise. Quarry shall include mining operations for the removal of ores, precious stones, or other solid materials but shall not include project grading.

Recreation Club, Commercial. "Commercial recreation club" means a commercial enterprise offering the use of outdoor recreational facilities to the public.

Recreation Club, Private. "Private recreation club" means an association of persons who are bona fide members, paying regular dues, and organized to provide outdoor recreational facilities for members and their guests but not including an association organized primarily to render a service customarily carried on as a commercial enterprise.

Recreation Facilities, Neighborhood. "Neighborhood recreation facilities" means outdoor recreation facilities established by an association of persons who are bona fide members and operate as a nonprofit corporation to provide outdoor recreation facilities for residents in the immediate vicinity and their guests. Such facilities may include a clubhouse, changing rooms and similar subordinate facilities in conjunction with the outdoor recreation activity but shall not include a restaurant, bar or pro shop.

"Recreational trailer park" means any area or tract of land, within an area zoned for recreational use, where one or more lots are rented or leased or held out for rent or lease to owners or users of recreational vehicles or tents and which is occupied for temporary purposes.

"Recreational vehicle" means a motor home, travel trailer, truck camper or camping trailer, with or without motive power, designed for human habitation for recreational or emergency occupancy as defined in Section 18010 of the Health and Safety Code.

"Recyclable material" means reusable material including but not limited to metals, glass, plastic and paper, which are intended for reuse, remanufacture, or reconstitution for the purpose of using the

altered form. Recyclable material does not include refuse or hazardous materials. Recyclable material may include used motor oil collected and transported in accordance with Section 25250.11 and 25143.2(b)(4) of the California Health and Safety Code.

"Recycling facility" means a center for the collection and/or processing of recyclable materials. A "certified recycling facility" or "certified processor" means a recycling facility certified by the California Department of Conservation as meeting the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1986. A recycling facility does not include storage containers or processing activity located on the premises of a residential, commercial or manufacturing use and used solely for the recycling of material generated by that residential property, business or manufacturer. Recycling facilities may include the following:

1. Collection Facility. A collection facility is a center for the acceptance by donation, redemption or purchase, of recyclable materials from the public. Such a facility does not use power-driven processing equipment except as indicated in Article VI of Chapter 17.40, Criteria and Standards for Recycling Facilities. Collection facilities may include the following:
 - a. Reverse vending machine(s);
 - b. Small collection facilities which occupy an area of not more than 500 square feet, and may include:
 - 1) A mobile unit,
 - 2) Bulk reverse vending machines or a grouping of reverse vending machines occupying more than 50 square feet,
 - 3) Kiosk type units which may include permanent structures,
 - 4) Unattended containers placed for the donation of recyclable materials;
 - c. Large collection facilities which may occupy an area of more than 500 square feet and may include permanent structures.
2. Processing Facility. A processing facility is a building or enclosed space used for the collection and processing of recyclable materials. "Processing" means the preparation of material for efficient shipment, or to an end-user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning and remanufacturing. Processing facilities include the following:
 - a. A light processing facility occupies an area of under 45,000 square feet of gross collection, processing and storage area and has up to an average of 2 outbound truck shipments per day. Light processing facilities are limited to baling, briquetting, crushing, compacting, grinding, shredding and sorting of source-separated recyclable materials and repairing of reusable materials sufficient to qualify as a certified processing facility. A light processing facility shall not shred, compact or bale ferrous metals other than food and beverage containers.
 - b. A heavy processing facility is any processing facility other than a light processing facility.

"Redevelopment agency" means the redevelopment agency of the city of Lancaster.

Renovation, Exterior Façade. "Renovation, exterior façade" means a resurfacing of an existing building frontage so that the façade and signs are integrated into one unit.

"Required area" means:

1. The area of a lot which is shown as a part of a subdivision for purposes of sale, recorded as a final map or filed as a record of survey map approved as provided in the Subdivision Map Act or as provided in Ordinance No. 4478, entitled "Subdivision Ordinance," adopted March 19, 1945, except that where a parcel which otherwise would have been shown as one lot, is divided into two or more lots because of a city boundary line or a line between land the title to which was registered under the Land Title Law (Torrens Title) and land the title to which was not so registered, in which case "required area" means the area of such parcel; or
2. The area of a lot or parcel of land the right of possession of which, by virtue of a deed duly recorded, or by a recorded contract of sale, is vested in a person who neither owns nor has a right of possession of any contiguous parcel of property; provided, that the deed or contract of sale by which such right of possession was separated has been recorded prior to the adoption by the board of supervisors of the ordinance, which imposes the area requirements upon such lot or parcel of land; or
3. Minimum lot area is specified in the property development regulations of the zone. Required area shall not include the access strip of a flag lot extending from the main portion of the lot or parcel of land to the adjoining parkway, highway or street.
4. Where neither subsection 1, 2 or 3 applies, the required area is:
 - a. In the CPD zone the minimum lot area is 5,000 square feet.
5. A lot shown as such on a subdivision for the purpose of lease only does not have the required area unless it complies with subsection 2, 3 or 4 of this definition.

"Residence" means a building designed as a one-family dwelling unit or a two-family dwelling unit which complies with the current adopted U.B.C. ~~"Residential care facility for the elderly" means a housing arrangement chosen voluntarily by persons 60 years of age or over, or their authorized representative, where varying levels and intensities of care and supervision, protective supervision, or personal care are provided, based upon their varying needs, as determined in order to be admitted and to remain in the facility. Persons under 60 years of age with compatible needs may be allowed to be admitted or retained in a residential care facility for the elderly, as defined in Section 1569.2(k) of the Health and Safety Code.~~

~~"Residential facility" means any family home, group care facility, or similar facility for 24-hour nonmedical care of persons in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual, as defined in Section 1502(a)(1) of the Health and Safety Code.~~

"Reverse vending machine(s)" means an automated mechanical device which accepts at least one or more types of empty beverage containers including, but not limited to aluminum cans, glass and plastic bottles, and issues a cash refund or a redeemable credit slip with a value not less than the container's redemption value as determined by the state. A reverse vending machine may sort and process containers mechanically provided that the entire process is enclosed within the machine. In order to accept and temporarily store all 3 container types in a proportion commensurate with their relative redemption rates, and to meet the requirements of certification as a recycling facility, multiple grouping of reverse vending machines may be necessary. A bulk reverse vending machine is a reverse vending machine that is larger than 50 square feet, is designed to accept more than one container at a time; and will pay by weight instead of by container.

Room, Habitable. "Habitable room" means an enclosed subdivision in a building commonly used for sleeping, living, cooking or dining purposes, excluding closets, pantries, bath or toilet rooms, service

rooms, connecting corridors, laundries, unfinished attics, foyers, storage space, cellars, utility rooms, and similar spaces. For purposes of applying parking space requirements:

1. If any of the above excluded rooms or spaces equals or exceeds 90 square feet of superficial floor area and is capable of being used for living or sleeping purposes, such room or space shall be considered a habitable room; or
2. If any room or space equals or exceeds 150 square feet of superficial floor area and is so designed to be capable of being used for both cooking and living, living and sleeping, or cooking and sleeping purposes, such room or space shall be considered as 2 habitable rooms, except in a bachelor or efficiency apartment. Superficial floor area shall be measured as clear floor space, exclusive of fixed or built-in cabinets or appliances.

"Rooming house and boarding house" means a lodging house, or other building or structure maintained, advertised or held out to the public as a place where sleeping or rooming accommodations are furnished to the whole, or any part of the public whether with or without meals. Rooming house includes fraternity and sorority houses.

"Safety" means and includes a water supply for fire protection which complies with the requirements of Ordinance No. 7834 entitled "water ordinance," adopted August 2, 1960.

"Scenic highway" means a highway within the state scenic highway system of the state of California.

"Scrap metal processing yard" means any establishment or place of business which is maintained, used or operated solely for the processing and preparing of scrap metals for remelting by steel mills and foundries.

"Second dwelling unit" means an additional dwelling unit on a lot or parcel which provides complete independent living facilities and may be rented. For the purposes of this title a granny house is considered a second dwelling unit.

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

"Senior citizens and handicapped persons housing development" means a multiple-family housing development maintained for the occupancy of the elderly in which not more than 10% of the occupants are under 62 years of age, or for handicapped persons whose disabilities seriously restrict operation of a motor vehicle.

"Senior mobilehome park" is a mobile home park in which at least 80% of the spaces are occupied by or intended for occupancy by at least one person who is 55 years of age or older, or in which 100% of the spaces are occupied or intended for occupancy by persons 62 years of age or older.

"Shadow plan" means a diagram of the total area likely to be shaded from the sun on December 21st by an object of given height and dimension.

"Shall" is mandatory.

"Shopping center" means a group of attached commercial buildings, with a common architectural theme, which is designed and intended to house retail commercial uses on a lot(s) or parcel(s) of land with a total net area of 2 acres or more which is planned, developed and managed as an operating unit including the provision of on-site common parking and access to serve each use and its customers.

"Sign" means any name, figure, character, outline, spectacle, display, delineation, announcement, advertising, billboard, signboard, device, appliance, or any other thing of similar nature to attract attention outdoors or on the face, wall or window of any building, and shall include all parts, portions, units and materials composing the same, together with the frame, background and support of

anchorage therefor, as the case may be. Any sign authorized by this title is allowed to contain noncommercial copy in lieu of any other copy.

"Sign area" means the entire surface area, excluding all support structures, of a single-faced sign or the largest face of a sign having 2 or more faces.



Sign Area, Total. "Total sign area" means the sum of the surface areas, excluding all support structural faces of a sign.



Sign, Awning or Entrance Canopy. "Awning or entrance canopy sign" means any sign affixed to an awning or removable canopy not permanently attached to or built as part of a building. Such signs shall be considered the same as a projecting sign for purposes of regulation.

Sign, Building Identification. "Building identification sign" means a sign which contains no advertising matter other than the name and/or trademark and/or address of the building to which it is affixed or of the occupant located therein.

Sign, Bulletin or Special Event. "Bulletin or special event sign" means a changeable copy sign on which bulletins, notices, messages or displays are placed.

Sign, Business. "Business sign" means a sign directing attention to the principal business, profession or industry located upon the premises upon which the sign is displayed, to type of products sold, manufactured or assembled, or to services or entertainment offered on said premises.

Sign, Changeable Copy. "Changeable copy sign" means a sign which is characterized by manually changeable copy, letters, symbols or numerals.

Sign, Civic Organization. "Civic organization sign" means a sign which contains the names of, or any other information regarding civic, fraternal or religious organizations located within an unincorporated community or city but which contains no other advertising matter

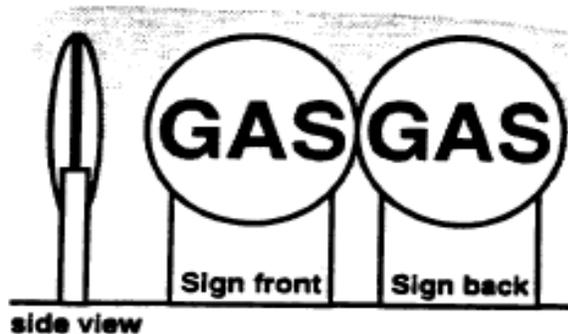
Sign, Community Identification. "Community identification sign" means a sign which contains the name of an unincorporated community or city of the county and appropriate travel directions but which contains no other advertising matter.

Sign, Construction. "Construction sign" means temporary sign denoting the architects, engineers, owners, lenders, contractors, future tenants and others associated with a construction project, but which contains no other advertising matter.

Sign, Directional and/or Informational. "Directional and/or informational sign" means a sign which indicates the route to, direction of, or location of a given goal, or which provides regulatory or service information of a nonadvertising character.

"Sign face" means that portion of a sign intended to be viewed from one direction at one time. Spherical, cylindrical, or other 3-dimensional signs not having conventional sign faces shall be considered to have 2 faces and the area of each sign face shall be computed from the smallest 3-dimensional geometrical shape or shapes which will best approximate the actual surface area of said faces.

Three Dimensional Signs



"Sign face height" means the vertical dimension of a sign face.

"Sign face length" means the horizontal dimension of a sign face.

Sign, Flashing or Scintillating. "Flashing or scintillating sign" means any sign which, by method or manner of illumination, flashes on or off, winks, or blinks with varying light intensity, shows motion or creates the illusion of motion, or revolves in a manner to create the illusion of being on or off.

Sign, Freestanding. "Freestanding sign" means a sign which is placed on the ground or has as its primary structural support one or more columns, poles, uprights or braces in or upon the ground. "Freestanding sign" includes ground, monument, pole, [pylon](#) and post signs.

Sign, Freeway-Oriented. "Freeway-oriented sign" means a sign oriented to be viewed primarily from an adjacent freeway which identifies a business engaged in the provision of food, lodging or motor vehicle fuel, and which is primarily dependent upon said freeway.

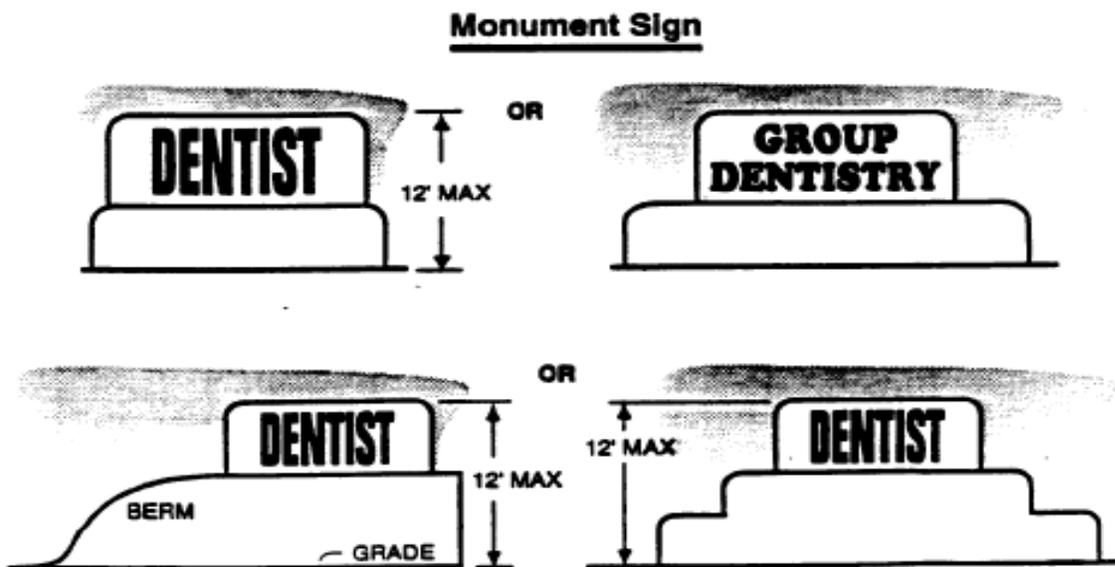
Sign, Fuel Pricing. "Fuel pricing sign" means a sign indicating, and limited to, the brand or trade name, method of sale, grade designation, and price per gallon of gasoline or other motor vehicle fuel offered for sale on the business premises; and such other information as may be required by county ordinance or state law.

Sign, Incidental Business. "Incidental business sign" means a business sign indicating credit cards accepted, trading stamps offered, trade affiliations and similar matters.

Sign, Lighted. "Lighted sign" means a sign which is illuminated by any source whether internal, external or indirect.

Sign, Marquee. "Marquee sign" means any sign painted on or affixed to the perimeter or border of a permanently roofed structure constructed as a part of a building and protruding over public or private sidewalks or rights-of-way. Such signs shall be considered wall signs for purposes of regulation.

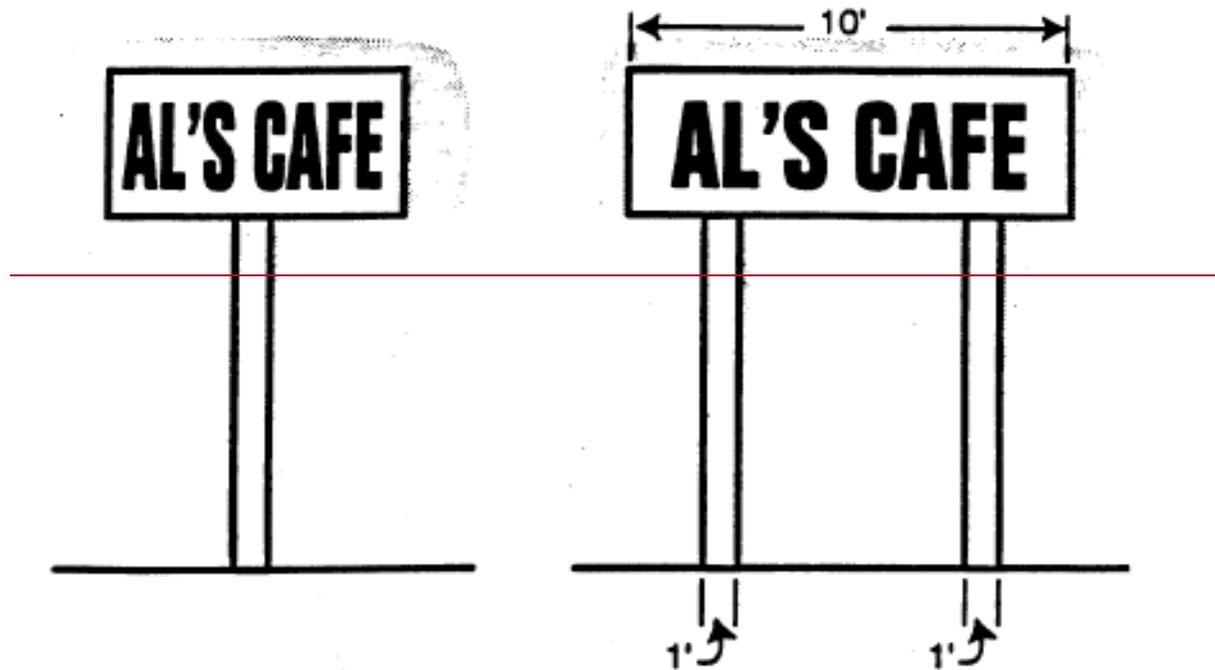
Sign, Monument. "Monument sign" means a freestanding sign which does not exceed 12 feet in height and is supported by an enclosed structure which has at least the same length and width as the sign face it supports.



Sign, Outdoor Advertising. "Outdoor advertising sign" means any sign directing public attention to a business, profession, product or service that is not a primary business, profession, product or service which is sold, manufactured, conducted or offered on the premises where such sign is erected or maintained. "Outdoor advertising sign" includes billboard.

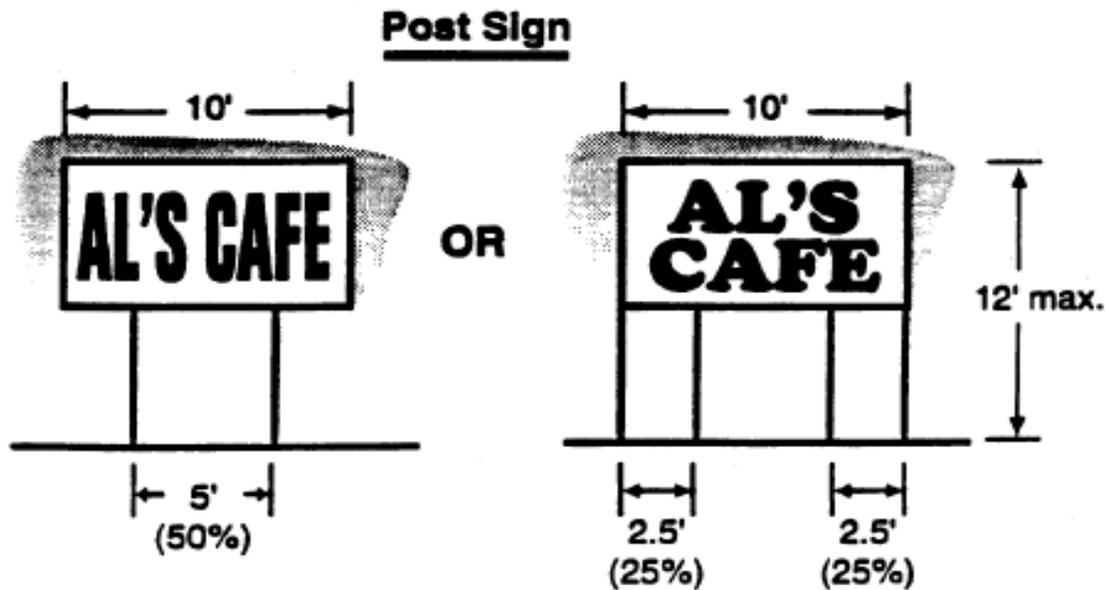
~~Sign, Pole. "Pole sign" means a freestanding sign which is supported entirely by unenclosed poles or uprights in or on the ground. (This definition shall not apply to outdoor advertising signs.)~~

Pole Sign (Prohibited)



Sign, Portable. "Portable sign" means a freestanding sign which is not permanently affixed, anchored or secured to either the ground or a structure on the premises it is intended to occupy.

Sign, Post. "Post sign" means a freestanding sign which is supported by not more than 2 enclosed poles or uprights in or on the ground, and the horizontal dimensions of such enclosure where it faces the same direction as the sign face is not less than 50% of the maximum length of the sign face. Where 2 enclosed poles or uprights are used the sum of the 2 equal horizontal dimensions of the enclosures is not less than 50% of the maximum length of the sign face.



Sign, Project Identification. "Project identification sign" means a sign which displays only the name of a multiple-family development or project and shall be only a wall sign or monument sign.

Sign, Projecting. "Projecting sign" means a sign which is affixed to and wholly supported by an exterior wall of a building or structure other than a wall sign.

Sign, Revolving. "Revolving sign" means a sign or any portion thereof which rotates, moves or appears to move in some manner by mechanical, electrical, natural or other means.

Sign, Roof. "Roof sign" means any sign erected upon and wholly supported by the roof of any building or structure. "Roof sign" shall not include a wall sign affixed to the roof eaves or that portion of an actual or false roof varying less than 45 degrees from a vertical plane as provided by this title.

Sign, Sidewalk. "Sidewalk sign" means a temporary, portable sign typically near or upon a sidewalk.

"Sign structure" means a structure existing, erected or maintained to serve exclusively as a stand, frame or background for the support or display of signs.

Sign, Subdivision Directional. "Subdivision directional sign" means a temporary single-faced sign used for the purpose of providing travel directions to a subdivision development offered for public sale for the first time.

Sign, Subdivision Entry. "Entry subdivision sign" means a temporary sign which provides necessary travel directions to and within a subdivision offered for sale or lease for the first time but contains no other advertising matter.

Sign, Subdivision Kiosk. "Subdivision kiosk sign" means a sign erected for the purpose of providing directional information in a uniform manner to new residential developments offered for sale for the first time to the public. Said sign may identify multiple developments and shall contain no advertising information other than the name of the development and a directional arrow. Subdivision kiosk signs may also contain directional information to public facilities.

Sign, Subdivision Sales. "Subdivision sales sign" means a temporary sign which contains the name of, and information relating to, a subdivision being offered for sale or lease for the first time.

Sign, Subdivision Special-Feature. "Subdivision special-feature sign" means a temporary sign which contains a description of the features and related information pertaining to a model home complex in a subdivision offered for sale or lease for the first time.

Sign, Temporary. "Temporary sign" means any sign which is intended to be posted for a maximum period of one year. Temporary signs include, without limitation as to content, political campaign signs, garage sale signs, search lights, real estate—for sale, lease, rent, or open house signs, holiday decorations, and seasonal sales signs.

Sign, Temporary Personal Message. "Temporary personal message sign" means a sign which is of a temporary nature and which displays only personal, as opposed to commercial, messages from the resident owner or occupant of the residential premises. Such messages may include, but are not limited to, birth announcements, greeting for a birthday or anniversary, and other messages of a personal nature.

Sign, Temporary Window. "Temporary window sign" means any sign painted on a window or constructed of paper, cloth, canvas or other similar lightweight material, with or without frames, and affixed to the interior side of a window and displayed so as to call to the attention of persons outside the building a sale of merchandise or a change in the status of the business.

Sign, Time, Temperature and Public Service. "Time, temperature and public service sign" means a sign which uses any system to display the time of day and/or atmospheric temperature, and which may have the means to display a programmable electronic public service message. Electronic messages of an advertising nature are not permitted on such signs.

Sign, Under-Marquee. "Under-marquee sign" means any sign suspended from the underside of a permanently roofed structure constructed as part of a building and protruding over public rights-of-way or private sidewalks.

Sign, Wall or Wall-Mounted. "Wall or wall-mounted sign" means a sign, other than a roof sign, affixed to and wholly supported by a building in such a manner that its exposed face is approximately parallel to the plane of said building and is not projecting more than 18 inches from the building face or from a permanent roofed structure projecting therefrom.

Wall Sign



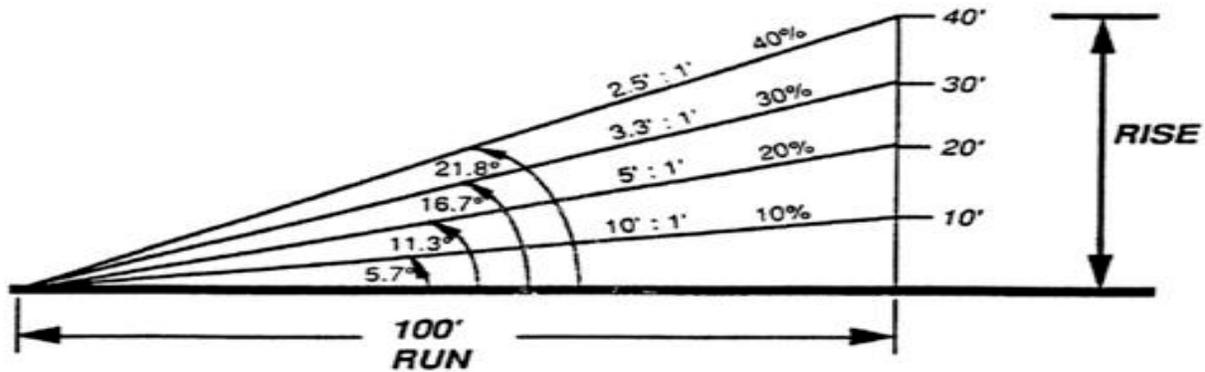
Sign, Window. "Window sign" means any sign which is painted on or otherwise permanently affixed to the display window glass or located inside the building within 3 feet of the display window glass.

"Single-family attached residence" means a building, containing only one kitchen, designed or used to house not more than one dwelling unit, which shares a common wall or walls with another dwelling unit

or units of the same type, and which is located on a separate lot from the unit or units with which it shares a common wall or walls. No such dwelling unit may occupy any space over or above another dwelling unit.

"Single-family detached residence" means a building containing only one kitchen, designed or used to house not more than one dwelling unit, not attached to or sharing a common wall with any other dwelling.

"Slope" means the degree of deviation of surface from the horizontal, usually expressed in percent or degrees.



Slope Percentage = rise / run = (x) feet run to one foot rise

"Sludge" means the accumulated matter, whether mechanically treated, irradiated, digested, stabilized, composted, or untreated, produced in the treatment of wastewater. This includes liquid, semi-liquid, and solid material that has been mechanically dewatered or air dried.

"Solar energy system" means either of the following depending upon the context of the ordinance:

1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage and distribution of solar energy for lot space heating or cooling, or for water heating, or generation of electricity; or
2. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage and distribution of solar energy for space heating or cooling, or for water heating.

"Solid fill" means any noncombustible materials, insoluble in water, such as soil, rock, sand or gravel, that can be used for grading land or filling depressions.

"Solid fill project" means any operation on a parcel of land where more than 1,000 cubic yards of solid fill materials are deposited for any purpose including the grading or reclaiming of land.

Special Use Permit. Whenever this title, or any case granted thereunder, refer to a "special permit" or a "special use permit" it shall be construed to mean a conditional use permit.

Stable, Boarding. "Stable, boarding" means a stable for the boarding of horses, mules or ponies for compensation.

Stable, Commercial. "Stable, commercial" means a stable which offers horses, mules or ponies for hire. Such stables may also offer training for such animals and/or riding instruction. Commercial stables may also board such animals for compensation.

"Stand" means a structure for the display and sale of products with no space for customers within the structure itself.

"Station" means the stopping place in a transportation system designed or intended to be used for the receiving or discharging of passengers and cargo, but shall not provide for the storage of the conveyance vehicle and shall not include any appurtenant facilities other than a shelter and ticketing facilities for passengers. Stations include train stations, bus stations, and similar transit stations.

"Stealth communication facilities" means wireless telecommunication facilities that may be over the height limit in the zone in which they are located, but are designed or camouflaged to blend into the surrounding background environment or be enclosed into the structure upon which they are mounted. Stealth facilities would not be recognizable as a wireless telecommunication device. Examples include wireless telecommunication facilities constructed within church steeples or towers, camouflaged by vegetation, or designed into the construction of other architectural building features.

"Story" is that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the roof above. Story includes a basement but not a cellar.

Street. See Section 16.04.060 of this code for definitions of the various types of streets.

"Structure" means anything construed or erected, which requires a fixed location on the ground, or is attached to something having a fixed location on the ground.

"Subdivision development" means a subdivision located wholly or partially within the city, a final map of which has been recorded prior to the date on which an application for a subdivision directional sign pursuant to the provisions of Section 17.40.220C has been filed.

"Subdivision directional sign base" means the base structure upon which subdivision directional signs are placed.

"Subdivision ordinance" means the subdivision ordinance of the city, codified as Title 16 of this code.

~~"Supportive housing," as defined in Health and Safety Code 50675.14(b), means housing with no limit on length of stay, that is occupied by the target population as defined in subdivision (d) of section 53260, and that is linked to on- or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.~~

~~"Target population" means adults with low income having one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for services provided under the Lanterman Developmental Disabilities Services Act (division 4.5 (commencing with section 4500) of the welfare and institutions code) and may, among other populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, or homeless people.~~

"Telephone repeater station" means a building used for housing amplifying equipment along aerial or underground telephone cable routes.

"Terminal" means any facility designed or intended to be used for the receiving or discharging of passengers or cargo and providing for the temporary or permanent storage of the conveyance vehicle. Terminals include train terminals, airports, bus terminals, freight terminals, harbor terminals, or any combination of the above commonly referred to as multipurpose terminals.

"Theater" means an enclosed building used for public assembly and/or entertainment including sports events, theatrical performances, concerts and recitals, circuses, stock shows and conventions. "Theater" includes auditorium.

"Tower height" means the height of the actual tower plus one-half the rotor diameter on horizontal axis installations, and the distance from the base of the tower to the top of the unit on vertical axis installations.

~~"Transitional housing," as defined in Health and Safety Code 50675.2(h), means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months.~~

"Travel trailer" means a vehicle other than a motor vehicle which is designed for human habitation and which may be moved upon a public highway without a special permit or chauffeur's license.

"Travel trailer park" means any area or tract of land or a separate designated section within a mobilehome park where one or more lots are rented or leased or held out for rent or lease to owners or users of recreational vehicles used for travel or recreational purposes.

"Use" means and includes construction, establishment, maintenance, alteration, moving onto, enlargement and occupation. Wherever this title prohibits the use of any premises for any purposes, such premises and any building, structure or improvement on such premises shall not be used, occupied, altered or improved for such purpose, and no building, structure or improvement on such premises shall be erected, constructed, established, maintained, allowed to remain, altered, moved onto, or enlarged which is designed, arranged or intended to be occupied or used for such purpose.

Veterinary Clinic, Small Animal. "Small animal veterinary clinic" means any facility providing medical or surgical treatment, clipping, bathing and similar services to dogs, cats and other small animals, but excluding boarding or the keeping of animals on the premises other than those requiring emergency treatment or those recovering from anesthetic.

"Video game arcade" means any use where five or more coin-operated games of skill are kept and maintained for public use.

"Waste disposal facility" means any dump, transfer station, land reclamation project, incinerator except household incinerators and wood refuse to be burned in a suitable furnace, or other similar site or facility which is used or intended to be used for the transfer, salvage or disposal of rubbish, garbage or industrial waste. Waste disposal facilities do not stockpile, commercially compost, process, or handle sludge or biosolid materials.

"Wild animal" means any wild, exotic, dangerous or nondomestic animal, including but not limited to mammals, fowl, fish or reptiles.

"Wind energy conversion system" means a mechanism which is designed to utilize the natural movement of air as a means of generating electricity. The following terminology as it pertains to wind energy conversion systems is listed below:

"AWEA" means American Wind Energy Association.

"FAA" means Federal Aviation Administration.

"Guy wires" means wires or cables used in tension to support a tower.

"Non-commercial wind energy system ("NC-WES")" means a small wind energy system suitable for Rural Residential Zone (RR-1 and RR-2.5 only) meeting the requirements of Section 17.08.337, consisting of a

wind turbine, tower, blades, associated controls and conversion electronics, which has a rated capacity that does not exceed the allowable rated capacity under the Emerging Renewables Fund of the Renewables Investment Plan administered by the California Energy Commission and which will be used primarily to reduce on-site consumption of utility power by converting mechanical energy into electricity.

"Tower" means the portion of the NC-WES upon which the wind turbine is mounted.

"Tower height" means the height above grade of the fixed portion of the tower measured from the ground to the top of the tower, excluding the wind turbine, blades and wind-measuring devices.

"USGS" means the United States Geological Survey.

"Vertical axis wind turbine (VAWTS)" means a small scale, non-commercial vertical axis wind turbine system, designed with a vertical axis, suitable for residential zones consisting of a wind turbine, tower, blades, associated controls and conversion electronics, which has a rated capacity that does not exceed the allowable rated capacity under the Emerging Renewables Fund of the Renewables Investment Plan administered by the California Energy Commission and which will be used primarily to reduce on-site consumption of utility power by converting mechanical energy into electricity.

"Wind turbine" means a non-commercial small wind turbine consisting of a wind turbine generator and rotors, which has a rated capacity of not more than one hundred (100) kilowatts (kW) and which converts kinetic energy in wind into mechanical energy.

"Wireless telecommunications facility" means a land use facility supporting antennas whips, panels or microwave dishes that send or receive radio frequency signals. Wireless telecommunication facilities include the structures or towers and related equipment buildings or cabinetry supporting the facility and can be manned or unmanned. Wireless telecommunications do not include noncommercial communication facilities such as licensed amateur radio stations and standard radio and television receive-only antennas.

"Writing" means and includes any form of recorded message capable of comprehension by ordinary visual means. Whenever any notice, report, statement or record is required or authorized by this title, it shall be made in writing in the English language unless it is expressly provided otherwise.

"Yard" means an open space on the same lot or parcel of land, other than a court, unoccupied and unobstructed from the ground upward, except as otherwise permitted by this title.

Yard, Front. "Front yard" means a yard extending across the full width of the lot or parcel of land. The depth of a required front yard shall be a specified horizontal distance between the highway line of any arterial or other street on which the property fronts, and a line parallel thereto on the lot or parcel of land, except as otherwise provided for a flag lot in Section 17.08.170A. On corner lots the front yard shall be located across the narrower frontage of the lot. A yard shall not be deemed a front yard if there is no right of access of any kind, pedestrian or vehicular, from the adjoining arterial or other street.

Yard, Rear. "Rear yard" means a yard extending across the full width of the lot or parcel of land. The depth of the required rear yard shall be a specified horizontal distance between the rear lot line and a line parallel thereto on the lot or parcel of land.

Yard, Side, Corner. "Corner side yard" means a yard bounded by an arterial or other street, extending from the required front yard, or the highway line on which the property fronts where no front yard is required, to the required rear yard or to the rear lot line where no rear yard is required. The width of such required side yard shall be a specified horizontal distance between the highway line of the arterial or other street on which the property sides, and a line parallel thereto on the lot or parcel of land.

Yard, Side, Interior. "Interior side yard" means a yard extending from the required front yard, or the highway line on which the property fronts where no front yard is required, to the required rear yard or to the rear lot line where no rear yard is required on other than a corner side yard. The width of a required interior side yard shall be a specified horizontal distance between each such side lot line and a line parallel thereto on the lot or parcel of land.

Yard, Street Side. "Street side yard" means the same as corner side yard.

(Ord. 900 § 1, 2008; Ord. 896 § 1 (Exh. A §§ 1, 2), 2008; Ord. 862 § 1, 2006; Ord. 849 § 1 (Exh. A § 1), 2005; Ord. 758 § 1 (Exh. A § 1 (part)), 1999; Ord. 753 § 1 (Exh. A § 1 (part)), 1999; Ord. 713 § 1, 1995; Ord. 711 § 3, 1995; Ord. 681 §§ 1, 2, 1995; Ord. 663 § 1, 1994; Ord. 661 § 3, 1994; Ord. 651 § 3, 1993; prior zoning ord. §§ 120—120.25)

(Ord. No. 921, § 1, 6-9-09; Ord. No. 954, § 1, 12-14-2010; Ord. No. 989, §§ 2—5, 7, 4-9-2013)

17.08.050 - Uses and permit requirements.

Residential Zones — Uses Matrix			
USES P = permitted use / D = director's review C = conditional use / N/A = not allowed	ZONES		
	RR-2.5 RR-1 SRR	R-15,000 R-10,000 R-7,000	MDR HDR
A. Uses.			
Single-family house on individual lot	P	P	D N/A
Multi-family: 2 or 3 units	N/A	N/A	D
Multi-family: 4 or more units	N/A	N/A	P
Duplex on single-family corner lot in a new subdivision (minimum dimensions of 100' by 100')	N/A	P	N/A
Residential planned development (RPD)	C	C	C
Health facility⁷ Assisted living facility/residential care facility	N/A	C [±]	C P
Community care facility Congregate living health facility (up to 6 beds) (six beds or fewer)⁸	P D	P D	P N/A
Supportive and transitional housing (group homes)	P	P	P
Mobilehome on individual lot	D P	D P	D N/A
Mobilehome parks	Permitted in MHP zone only		
B. Accessory uses.			
Accessory structures/buildings (gazebos, sheds, etc.) (Subject to Section 17.08.160)	P	P	P
Swimming pools and pool equipment (Subject to Section 17.08.160)	P	P	P

Accessory dwelling unit (Subject to Section 17.08.240)	D	D	D N/A ²
Guest house (Subject to Section 17.08.230)	P	P	P N/A ²
Garage conversion (Subject to Section 17.08.220)	P	P	P N/A ²
Small family daycare (up to 7 children)	P	P	P N/A ²
Large family daycare (8 to 14 children) (Subject to Section 17.08.190)	D	D	P N/A ²
Home occupation/home office (Subject to Section 17.08.200)	P	P	P
Electric vehicle charging station (EVCS)	P	P	P
Non-commercial solar energy systems, including building and ground-mounted photo-voltaic (PV) panels	P	P	P
Non-commercial wind energy systems (NC-WES)	D	D	D
Vertical-axis wind turbines (VAWTs)	D	D	D
Cargo containers ³	P	N/A	N/A
Light agricultural uses ³	P	N/A	N/A
Carnivals ⁶	D	D	D
C. Temporary uses.			
Temporary mobilehome as residence during construction	D	D	N/A D
Real estate sales office in conjunction with new subdivision	D	D	D
Model homes in conjunction with new subdivision	D	D	D
Cargo containers (Subject to Section 17.08.170)	P	P	N/A
D. Other uses.			
Adult daycare or day health care	C	C	P

Animal boarding and training; kennels ⁴	C	N/A	N/A
Animal hospital ⁴	C	N/A	N/A
Arboretums and horticultural gardens	C	N/A	N/A
Churches	C	C	C
Colleges and universities	C	C	C
Commercial crop production	P	N/A	N/A
Commercial solar electrical generation facilities ⁴	C	N/A	N/A
Community gardens	D	D	D
Daycare center	C	C	C
Electric distribution substations	C	C	C
Equestrian center; commercial or boarding stables ³	C	N/A	N/A
Expansion of parking lot for institutional uses	D	D	D
Feed stores and related accessory uses ³	C	N/A	N/A
Gas metering and control stations	C	C	C
Golf courses and driving ranges, and accessory facilities	C	C	C
Land reclamation projects ⁴	C	N/A	N/A
Neighborhood wellness home	D	D	D
Parking lots as a transitional use	D	D	D
Radio and television stations and towers ³	C	N/A	N/A
Retail nurseries ³	C	N/A	N/A

Rooming and boarding houses	N/A	N/A	C
Schools, not including trade or commercial schools	C	C	C
Single-room occupancy (SRO) (Subject to 17.08.245)	N/A	N/A	D
Water reservoirs, pumping stations, tanks, wells, etc.	P	P	P
Wireless telecommunication facilities (stealth) ⁵	D	D	D
Wineries (minimum 10 gross acre lot)	C	N/A	N/A
Uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in these zones shall be subject to interpretation of the Director			

Notes:

¹ R-7,000 and R,10-000 zones only

² For ~~existing~~ single family homes in MDR and HDR zones, use [development standards](#) and permit requirements ~~consistent with in the~~ urban residential single family zones [shall be determined by the Development Services Director would apply](#)

³ RR-1 and RR-2.5 zones only

⁴ RR-2.5 zones only

⁵ In conjunction with a non-residential use, such as a church, school, etc.

⁶ Subject to the provisions of Chapter 9.46.

⁷ [In accordance with Section 1250 of the Health and Safety Code](#)

⁸ [In accordance with Section 1520 of the Health and Safety Code](#)

(Ord. No. 989, § 1, 4-9-2013; Ord. No. 999, § 3, 8-26-2014)

17.08.340 - Residential Planned Development (RPD).

- A. Purpose and Intent. The purpose and intent of the residential planned development (RPD) is to allow for project designs that do not entirely meet the regulatory standards in this chapter, but do meet the design objectives of the general plan and design guidelines. The RPD promotes high-quality, well-planned developments with residential features and amenities beyond those typical of conventional development, including innovative site layout and design, high-quality architecture, enhanced pedestrian connections and provision of trails, parks and open space. The RPD also allows for project design that is sensitive to the unique physical characteristics of the site (such as clustering units to avoid development in flood-prone areas), ~~as well as infill scenarios,~~ or other circumstances that warrant special methods of development. The RPD would reduce developmental problems in hillside areas and preserve areas of natural scenic beauty through integrated planning and design, and unified control of development. It is further the purpose of this section to establish development standards for the RPD, ~~with the expectation that they~~ will result in a project that is superior to conventional development, in exchange for greater flexibility and intensification of land use.
- B. Applicability. These specific standards ~~s, as well as those listed in section 17.08.060, specific to infill residential lots, and section 17.08.080, pertaining to infill residential development,~~ are applicable for all residential planned developments in zones in which they are allowed subject to the granting of a conditional use permit.
- C. Standards. The following standards shall apply to all residential planned developments:
1. Area. The proposed development plan shall encompass a gross area of not less than the acreage specified below by the zone in which the property is located:

Zone	Minimum Area
RR, <u>SRR</u>	10 acres
R, MDR, HDR	5 acres

2. The proposed development plan for an area less than specified above may be considered ~~if the subject property is considered infill development or~~ when there is no effective way to develop the property under conventional standards.
3. Density. In an RPD, the number of dwelling units shall be within the density range for the subject property as specified by the zone. ~~For infill RPD, a developer may build up to eight residential units per acre on land zoned R-7,000, in accordance with the provisions of section 17.08.080 (infill residential development).~~
4. Type of Structures. Dwelling units may be single-family attached or detached structures, duplexes or multiple-family residential structures depending upon adjacent development and the compensating features of the development plan. The commission may approve places of public assembly, recreational buildings and accessory buildings if such facilities are for the primary use of persons residing within the planned development project and located so as not to be detrimental to adjacent properties.

5. RPD Development Standards. A builder shall adhere to the development standards as listed in section 17.08.060 and the design and performance standards listed in section 17.08.070, unless the builder proposes standards that will result in a more innovative and superior product, ~~and~~ makes the finding that the project will meet or exceed the design goals and objectives of the general plan and design guidelines; and include a custom development standard table as part of the application. ~~For infill RPD, the builder shall also adhere to the development standards listed in section 17.08.080.~~
6. Open Space and Trails. Open space, paseos and trails shall comprise not less than fifteen (15) percent of the net lot or parcel area exclusive of required yards, provided, however, that where the applicant submits evidence to the satisfaction of the commission that the particular development will contain compensatory characteristics which will provide as well or better for planned residential development within the intent of this section. ~~"Infill" RPDs that may not practically accommodate these open space features shall instead provide amenities in context of the surrounding environment, including enhanced pedestrian connections, pocket parks or tot lots, etc.~~ Subject to the approval of the commission, open space shall include one or more of the following designated uses or facilities for the use and enjoyment of all the occupants of the planned residential development or appropriate phase thereof:
 - a. Common open space developed for recreational purposes;
 - b. Areas of scenic or natural beauty forming a portion of the proposed development;
 - c. Present or future recreational areas of noncommercial nature including parks and playgrounds. Where specifically approved by the commission, green fees or similar charges related to use of a golf course or similar open recreational use may be permitted, provided such charges are incidental to operation of said facilities, are not primarily commercial in nature, and do not alter the character of said recreational facility;
 - d. Hiking, equestrian or bicycle trails;
 - e. Landscaped portions adjacent to streets or highways which are in excess of minimum required rights-of-way or yards;
 - f. Other similar areas determined appropriate by the commission. In approving said open space, the commission shall give consideration to the project to be developed, the characteristics of such open space, the manner in which the open space is to be improved and maintained, and such other information as the commission deems pertinent. Reservation of open space shall be made a condition of approval. Such reservation shall be by public dedication, establishment of a maintenance district, common ownership, or other satisfactory means to insure the permanent reservation of and, where appropriate, perpetual maintenance of required open space.
7. Distribution of Open Space. Projects developed in phases shall be designed so that each successive phase will contain sufficient open space to independently qualify under the provisions of subsection C.5., provided however, that where the applicant submits development plans indicating to the satisfaction of the commission that the proposed development will provide as well or better for planned residential development within the intent of this section, the commission may approve a division of open space encompassing more than one phase. Where a division of open space will encompass more than one phase, the applicant shall provide the commission with a map indicating cumulative allocation and utilization of open space for each successive phase in each subsequent application.

8. Landscaping. The RPD shall adhere to the provisions of section 17.08.110 (landscaping) unless the builder proposes a landscaping plan with the finding that the project will meet or exceed the design goals and objectives of the general plan and design guidelines.
9. Street circulation and Connections. The RPD shall be designed to integrate with the adjacent and surrounding land uses through the use of enhanced circulation and connections, with complete streets allowing for safe vehicular, pedestrian and bicycle use. Subject to the approval of the commission, street circulation and connections shall include one or more of the following designated features:
 - a. Street calming features, including corner bulb-outs, mid-block bump-outs, stamped paving, etc;
 - b. Pedestrian connection features, including cul de sac pedestrian access, mid-block pedestrian paseos, pedestrian-only pathways, widened parkways, etc;
 - c. Bicycle pathways and trails;
 - d. Other features and mechanism in accordance with the master plan of trails and bikeways.
10. Utilities. The applicant shall submit to the commission, and it shall be made a condition of approval, satisfactory evidence that the applicant has made arrangements with the serving utilities to install underground all new facilities necessary to provide service in the development.
11. Development Program. The commission shall consider and may approve an appropriate program indicating the development of open space related to the construction of dwelling units, which shall become a condition of approval. Where development is to be completed in phases, the said development may, with the approval of the commission, be coordinated between phases as approved in subsection C.6. The commission may modify, without a hearing, this condition pertaining to the development program based upon an affirmative showing, in writing, of hardship.
12. Findings for RPD. In addition to all other consistency and health and safety findings applicable to the project, the following findings shall be made in reviewing and approving a residential planned development application for a conditional use permit:
 - a. The residential planned development meets the goals of the city general plan, pertaining to community design, and the objectives to "enhance overall community form, create a vibrant sense of place," and to "improve the city's visual identity by utilizing design standards that instill a sense of pride and well-being in the community."
 - b. The residential planned development adheres to the adopted city design guidelines and the design and performance standards listed in this section, and is consistent with the mission statement of "implementing quality design for timeless architecture that enhances the community's image, pride and quality of life."
 - c. The residential planned development is comprehensive, covers a logical planning area, and provides the opportunity for unique and creative designs that are not possible under the city's typical development regulations.
- ~~13. Findings for Infill RPD. In addition to the findings listed in subsection C.11, infill RPDs shall meet the findings listed in section 17.08.080.C.~~

17.08.080 - Infill residential development.

- A. Purpose and intent. The purpose of this section is to implement the city general plan 2030, policy 18.2.1, which encourages appropriate infill development, and specific action 18.2.1(c). Under the guidance of the specific action, a developer may build up to eight residential units per net acre on land zoned R-7,000, provided the developer makes the ~~submits an application for a residential planned development, as well as~~ findings that the proposed infill development would integrate with the surrounding area.
- B. Qualification criteria for infill residential development. Properties zoned R-7,000 and meeting one of the following criteria qualify for infill residential development of up to eight units per acre:
 1. The project site is located within the area bounded by Avenue I, 20th Street East, Avenue L and 30th Street West; or
 2. The project site is surrounded by existing development (fully improved with paving, landscaping, curb and gutter, etc.) on all adjoining sides; or
 3. The project site is located adjacent to property zoned commercial, office professional, mixed use or light industrial development; or
 4. The project site combines four or more adjoining parcels, combining for a minimum project size of five acres.
- C. Findings for infill residential development. ~~Among other findings necessary for a residential planned development (RPD), as listed in section 17.08.340, t~~The following findings shall be made when recommending approval for an infill residential development:
 1. The project reduces overall land use fragmentation in the city.
 2. The project uses existing infrastructure and minimizes extension of new services and resources.
 3. The project is compatible with adjacent land uses and would not adversely affect the health, peace, comfort or welfare of persons residing or working at the adjacent properties.
- D. Infill residential development standards. In addition to all other applicable development standards listed in this chapter, infill residential single-family lots shall adhere to the following additional standards specific for small-lot single-family homes:
 1. Site design.
 - a. Maximize usability of property by minimizing "dead spaces," which can often be found in narrow side yards with limited access.
 - b. Create privacy by designing windows that minimizes view into an adjacent residential home. Also, design windows of a façade along a zero-lot line facing a neighboring side yard to be small, with a high sill height, typically six feet above the finished floor, or provide windows with translucent glazing.
 - c. For alley-access small-lot single-family parcels, the developer shall provide a four-foot-wide pedestrian pathway to connect the building entrance to the street sidewalk.
 2. Building design.

- a. A proposed small-lot subdivision must have homes that are distinguished from one another, following the minimum number of model and floor plan combinations as listed in subsection 17.08.070.C.65.
 - b. Blank, flat wall planes are prohibited. Varied and articulated façades that create visually appealing elevations are required.
 - c. Provide at least two different rooflines to provide visual interest to the residential structure.
 - d. Roof-mounted equipment is not allowed, with the exception of solar and wind generation systems. Photo-voltaic panels facing the street shall be designed integrated with the house rooftop.
3. Transitions and buffering.
- a. In infill situations, new buildings shall be located in a manner that complements the location of existing buildings on adjacent lots; and not in a manner that would diminish their appearance or that would create a streetscape with dramatically uneven building setbacks.
 - b. All residential buildings, including detached garages, shall maintain a minimum five-foot separation distance from any other structure to ensure adequate clearance area around the structures.
 - c. Adjacent homes shall not vary more than one-story in height.
4. Patios, private yards, open space and common areas.
- a. Each small-lot single-family home shall have a porch area with minimum dimensions as listed in subsection 17.08.060.BC.
 - b. Each small-lot single-family parcel shall provide a minimum of four hundred (400) square feet of usable private yard space with no dimensions less than twelve (12) feet.
 - c. The City may grant a reduction of usable private yard space to two hundred (200) square feet, with no dimensions less than twelve (12) feet, if the developer provides common open space or park elsewhere in the neighborhood that is no further than ¼ mile from the residence, or if there is an existing park within the same distance.
5. Parking and access.
- a. For alley-access small-lot single-family parcels, a garage entrance facing an alley shall ensure a minimum of twenty-six (26) feet from the opposite edge of the alley, for adequate vehicle backup space.

17.08.070 - Design and performance measures.

Developers shall take the following actions in meeting specific design and performance measures in residential zones:

- A. Site design. Develop projects that enhance the sense of place and reflect a commitment to functional efficiency, quality, and neighborhood context.
 - 1. Develop innovative designs for new subdivisions that feature pedestrian connections, open spaces, enhanced landscaping, architecture, and streetscapes.
 - 2. Develop innovative designs for residential lot layouts, including wide corner lots, varied setbacks, and minimized visual presence of garages.
 - 3. Design neighborhoods to have distinct entryway features that help define neighborhood character and provide a sense of arrival.
 - 4. Design neighborhoods using "safe by design" techniques to reduce opportunities for criminal activity.
- B. Pedestrian connections and amenities. Develop residential neighborhoods with safe and attractive pedestrian and bicycle connections to trails, parks, schools, public transit, and other daily uses.
 - 1. Design neighborhoods with street patterns that minimize the walking distance between residential homes and neighborhoods amenities, such as trails, parks and schools.
 - 2. Design open-ended cul de sacs with paseos for pedestrian and bicycle access.
 - 3. Design pedestrian and bicycle paths separated from vehicular paths, to ensure safety and ease of use.
 - 4. Where appropriate, use traffic calming measures to reduce automobile speed within residential developments, including corner bulbouts, tree plantings, enhanced paving at crosswalks, and round-a-bouts.
- C. Building architecture and form. Provide enhanced elevations for residential structures that contribute to an attractive neighborhood streetscape.
 - 1. Articulate building façades by including variation in massing, roof form, and wall planes.
 - 2. Use multiple colors, materials, textures, and applied finishes to help break up wall massing.
 - 3. Provide distinctive entries, porches, balconies, and window treatment, oriented toward the street.
 - 4. Residential buildings shall use high-quality, tile roofing (concrete, ceramic, etc.), providing aesthetic value and appropriate for withstanding the city's varied climate conditions; ~~asphalt shingle or other roofing material of a similar quality are prohibited.~~
 - 5. Garage door shall provide aesthetic value to the home. Roll-up garage door types are permitted, whereas wooden, swing-out garage doors are prohibited.
 - 6. Builders of new single-family residential subdivisions shall ensure architectural variation by providing a minimum of the following combinations, dependent on the proposed number of residential units in the development:

Proposed number of residential units	Minimum number of elevations	Minimum number of floor plans
Less than 20 units	3	3
20 to 50 units	3	4
50 to 100 units	4	5
100 units or greater	5	5

In no instance should two homes of the same model and floor plan be built adjacent to each other or across the street from each other.

- D. Transitions and buffering. Encourage transitions between proposed higher intensity developments and adjacent, less intensive uses to keep disturbance to a minimum.
1. Step down the heights of structures at the edge of developments to match or complement those in adjacent properties.
 2. Enhance buffers with additional width or increased landscaping. Plant trees and shrubs in voids created by wall variations, at an appropriate scale.
 3. Vary building setbacks and wall alignments to soften the edge of the development.
 4. Provide a clear distinction between public and private spaces, through the use of height separation, fencing, berm, or a combination of these elements.
 5. Offset windows from one another between residential units.
- E. Open space and common areas. Provide open space and common areas to enhance quality of life, and to encourage opportunities for social gathering and interaction.
1. For single-family residential developments, create centralized pocket parks, connected by trails and pedestrian paths, to serve the neighborhood.
 2. For multi-family residential developments, provide centralized open space and community facilities, to serve residents of the development.
 3. Create recognizable focal points by using community amenities in public open spaces and other commonly used community spaces.
- F. Parking and access. Minimize the dominant appearances of parking areas and structures, while ensuring functional vehicular access.
1. For multi-family residential developments, locate parking behind residential structures. For developments facing arterial streets, a builder may design a wide, enhanced landscape buffer between the street and parking areas, in circumstances where it is difficult to achieve rear parking placement. Wherever possible, design parking lots by dividing a large parking lot into a series of smaller, connected lots.

2. Decorate and define parking areas with plants, shrubs, trees, light fixtures, and textured paving to minimize the negative impact of large expanses of asphalt.
3. Provide defined pedestrian pathways between parking areas and residential building entrances.
4. Permanent parking for recreation vehicles (RVs), boats and other similar large items shall be located behind the front plane of the house.
5. In no instance shall flat, paved surfaces, including driveways, cover more than fifty (50) percent of a single-family front yard.

(Ord. No. 989, § 1, 4-9-2013)

17.08.180 - Animal Keeping.

A. Purpose. Regulations governing animals for the personal use of the family residing on the premises are established in order to provide for the keeping of domestic and wild animals where accessory to the residential use of the property as opposed to maintenance for commercial purposes. The following regulations presume a reasonable effort on the part of the animal owner to recognize the rights of surrounding neighbors by maintaining and controlling animals in a safe and healthy manner.

B. Keeping of Large Animals ~~Animal keeping~~ in Residential zones. ~~On any lot in a residential zone, or in conjunction with any residential use in any other zone, a total of five animals (domestic or exotic) may be kept on one lot, of which not more than three may be dogs.~~

1. Applicability. The keeping of large animals, such as horses, cows, and similar animals are permitted in Rural Residential zones and the number of animals shall not exceed a total of eight (8) animals per lot, unless otherwise indicated.

2. Pigs are permitted as follows:

a. Pigs shall be permitted on Rural Residential zones with lots or parcels of land greater than one (1) acre in area, at a ratio of one (1) pig per acre.

b. They shall not be located not less than one hundred fifty (15) feet from any highway and not less than fifty (50) feet from the side or rear lot lines of any lot or parcel.

c. They shall not be fed any market refuse or anything other than table refuse from meals consumed on the same lot or parcel of land or grain.

3. Roosters shall be permitted on Rural Residential zones with lots or parcels of land greater than one (1) acre in area, at a ratio of one (1) rooster per acre.

C. Keeping of Small Animals.

1. The keeping of small animals, such as sheeps, goats, dogs, rabbits, reptiles, aquatic animals, birds and similar animals are permitted as indicated on the table below.

<u>Zone</u>	<u>Aquatic Animals, Birds, Rabbits, Reptiles, and Rodents</u>	<u>Dogs</u>	<u>Cats</u>	<u>Other Small Animal (Including Poultry)</u>	<u>Total Number of Animals per Parcel or Lot</u>
<u>R, MDR and HDR zones</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>0</u>	<u>5</u>
<u>SRR and RR zones</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>8</u>

2. Bee Keeping is permitted as follows:

- a. They shall be located in a single-family residential property in a residential zone that is greater than one acre.
- b. Only the common domestic honey bee, Apis Mellifera species, at any stage of its development, shall be permitted.
- c. No more than two hives may be maintained on any single-family residential property.
- d. All bee colonies shall be kept in hives capable of being inspected and consisting of moveable frames and combs.
- e. Hives must be kept in sound and usable condition at all times.
- f. Hives shall be located in the rear or side yard only. No hives shall be permitted in any front yard or in the street side yard of a corner property.
- g. Hives shall be located at least five feet from the side and rear property lines.
- h. Hive entrances shall face away from or parallel to the nearest property line(s).
- i. Hives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet above the adjacent ground level.

~~C. Animal keeping in Rural Residential zones only. Where allowed by section 17.08.050, livestock farming shall be limited to the raising, feeding, maintaining, and breeding of livestock, subject to a minimum twenty thousand (20,000) square foot net lot area. The following are allowed per each twenty thousand (20,000) square feet of gross lot area, in accordance with the following limitations and conditions:~~

- ~~1. Two hogs or pigs;~~
- ~~2. Two horses or mules or cows or steer;~~
- ~~3. Three goats or sheep or similar livestock;~~
- ~~4. One dozen chickens or ducks or rabbits.~~

D. Keeping of Wild Animals

1. Antelopes, armadillos, badgers, beavers, camels, deer, foxes, giraffes, hippopotami, kangaroos, koalas, minks, ostriches, otters, peacocks, platypus, porcupines, prairie dogs, raccoons, seals, wallabies, and zebras and other similar animals are prohibited.
2. Animals prohibited by the State of California shall not be allowed to be kept within the City (California Code of Regulations, Title 14, Section 671).

E. Offspring. Young animals born to a permitted animal kept on the site may be kept until such animals are weaned.

FE. Therapy and service animals. In accordance with fair housing law, a housing provider shall accommodate a person with a disability who requests a reasonable and necessary animal. Such animals may include, but are not limited to, guide dogs that assist persons with visual impairment, hearing dogs trained to alert those who are hard of hearing, service dogs trained to assist those with mobility impairment, or other animals intended to provide therapy, including emotional support.

G. Standards

1. Enclosure. All animals shall be properly caged or housed (kept in their corrals, barns, pens, or other enclosures). All such structures shall be fenced or otherwise enclosed to adequately confine the animals. In addition, all such structures or other enclosures shall be classified as an accessory structure and are subject to the development standards of the underlying zone in which it is located.
2. Maintenance. All buildings used in conjunction with the keeping of small animals including animal enclosures and all other animal keeping areas shall be maintained free from litter, garbage, and the accumulation of animal excrement. All excrement produced by said small animals shall be disposed of on a regular basis so as to control flies and odor.
3. In addition to Los Angeles County Health Department requirements, all buildings or structures, including, but not limited to barns, corrals, training arenas, etc., used in conjunction with the keeping of small animals shall be located a minimum of fifty (50) feet from any street or highway or any building used for human habitation.
4. All noise shall be sound attenuated so that the noise level measured at the property line is within the ambient level for the zone in which the site is located.

F. Exceptions

1. Members of Future Farmers of America (FFA), Head, Hand, Heart and Health (4-H) and other similar organizations may have additional animals per the discretion of the Director.

17.08.200 - Home Occupations.

- A. Purpose and intent. The purpose of this article is to provide the guidelines and restrictions for operating a home occupation (home-based business), from a residential dwelling in the city. It is intended that the home occupation functions as an office, and is secondary to the dwelling's main residential use. In addition, the home occupation shall not detract from nor become incompatible with the surrounding residential uses; and thus, will not interfere with the general welfare of the surrounding residential area.
- B. Conditions for home occupations. No home occupation shall be approved unless it complies with this section and all pertinent city codes, ordinances and regulations:
1. Residency. The applicant who holds the home ~~based -occupation permit and accompanying business license~~ shall reside at the address location as stated on the home ~~based -occupation permit and~~ business license.
 2. Boundaries. A home occupation shall be conducted only within the enclosed living area of the dwelling unit, accessory building, or the garage, without rendering the garage unusable as the required off-street parking space(s) for the dwelling unit. Home occupation activities shall not be visible or audible beyond the boundaries of the site.
 3. Alterations. There shall be no alteration of any building or structure which would result in a change of the residential occupancy classification under the current the state building code.
 4. Traffic and parking. The home occupation shall not generate vehicular traffic and/or vehicular parking which degrades or is otherwise detrimental to the residential nature of the neighborhood and thus becomes objectionable to neighboring residents and other affected by such parking or traffic.
 5. Hours of operation. No customer or client may come to the premises except during the hours of 7 a.m. to 10 p.m. No deliveries may originate from or be made to the premises except during the hours of 8 a.m. to 6 p.m.
 6. Commercial vehicles. No commercial vehicle which has a capacity of more than one-ton shall be parked or stored at the home occupation site other than a recreational vehicle. (The term "commercial vehicle" means as the term as described in the state vehicle code.)
 7. Nuisance. The home occupation shall not create any radio or television interference or create discernible noise, glare, dust, odor, vibrations, or unreasonable disturbance in excess of that which is normal to a residential use of the premises. Nor may the home occupation cause or generate any other condition that interferes with the peace, health, safety or general welfare of people or property in the surrounding area.
 8. Signs and advertising. There shall be no signs or structures advertising the home occupation business on the residential property. In addition, no other advertisement of the home occupation shall include the address of the residential dwelling where the home occupation is conducted.
 9. Storage. There shall be no exterior storage of materials in the conduct of a home occupation. The storage of materials, equipment, inventory, supplies, and files for home occupation, is only permitted inside the dwelling unit or an entirely closed roofed accessory structure.
 10. Rental property. No home occupation shall be conducted in a rental unit, without the owner or landlord's permission.

11. Transferability. Home occupations are valid only for the person and the address approved and are nontransferable. Only persons whose primary residence in the dwelling unit may engage in the home occupation.
12. Employees. A maximum of one employee is allowed at the home occupation, if located in an apartment or condominium unit; two employees is allowed if the home is within an urban residential zone; and three employees in rural residential zones.
13. Sales. No commodity shall be sold or displayed on the premises.
14. Specific conditions. The Director may add specific conditions to the approval of a home-based business license ~~occupation permit~~ in order to address concerns which are not covered by the above conditions and which, in the Director's opinion, are necessary to protect neighboring property from any potential adverse effects of the proposed home occupation.

C. Prohibited uses. The following uses shall not be allowed as a home occupation:

1. Ambulance service;
2. Animal training;
3. Body piercing;
4. Construction, preassembly and similar large woodworking operations;
5. Contractor and construction yards that cause or require outdoor storage;
6. Cosmetology services including barber and beauty shops;
- ~~7.~~ ~~Food handling, food processing, food warehousing, food packaging, or food distribution;~~
- ~~8.~~ Forensic testing;
- ~~9.~~ Limousine, taxi or tow truck services; recreational vehicle rentals or automobile leasing; food or ice cream vending vehicles; or other vehicles not normally incidental to a residential use where such motor vehicles would be parked or stored at the home occupation site. This provision does not preclude limited customer or client parking;
- ~~10.~~ Mechanical and electronic repair utilizing, maintaining, or storing more mechanical or electronic equipment on the premises than is common to a residence;
- ~~11.~~ On-site massage therapists;
- ~~12.~~ Pet grooming (not prohibited in RR-1 and RR-2.5 zones, if on appointment basis only);
- ~~13.~~ Rental establishments as described in section 17.12.040, the permitted uses section of the C zone;
- ~~14.~~ Repair services related to automobiles, motorcycles, large household appliances, small engines, garden equipment, or other machinery;
- ~~15.~~ Sales or production of drug paraphernalia;
- ~~16.~~ Tattoo studio;
- ~~17.~~ Taxidermy;
- ~~18.~~ The manufacturing, sale, lease, or rental of firearms and/or ammunition;
- ~~19.~~ Welding shop and/or metal fabrication;

~~20~~19. Uses which are subject to ~~director's~~Director's Rreview or a conditional use permit in the zone where the applicant's residence is located;

~~21~~20. Those uses which the ~~D~~director determines are similar in nature to the uses listed above.

- D. ~~Application~~Home-based business license. The ~~application for a~~home occupation shall be required to obtain a business license through the City of Lancaster~~made in person to the planning department by resolution of the city council~~. The applicant shall fully disclose on the application form all hazardous materials (as defined in section 17.04.240) which will be stored on-site or used in conjunction with the home occupation. The city shall accept only those applications which have provided all of the information required on the application form which applies to the proposed home occupation.
- E. Revocation. Home-based business licenses ~~occupation permits~~ may be immediately revoked by the ~~D~~director based upon a finding that any one of the following conditions exists:
1. That the use has changed either in nature or extent to the point that it differs substantially from the use requested in the approved application for the home-based business license ~~occupation permit~~.
 2. That the use fails to comply with any condition in subsection B of this section.
 3. That the holder of the home-based business license ~~occupation permit~~ failed to allow inspections at a reasonable time for the purpose of investigating a complaint or to verify compliance of the home occupation with the required conditions.
 4. That the holder of the home-based business license ~~occupation permit~~ failed to comply with any applicable city, county, state or federal ordinance, law or regulation including failure to obtain and/or renew a business license.

The ~~D~~director shall notify in writing the holder of the home-based business license ~~occupation permit~~ of such revocation and the reasons thereof. The ~~D~~director's decision may be appealed in accordance with section 17.36.030.

(Ord. No. 989, § 1, 4-9-2013)

17.08.240 - Accessory dwelling units.

- A. Purpose and intent. The purpose and intent of this section is to provide a means to develop accessory, independent living facilities that would accommodate a variety of increasingly common living arrangements, including those for multi-generational households. The enactment of this section does not legitimize illegal accessory dwelling units.
- B. Applicability. This section shall apply to all accessory dwelling units, which is defined as an additional dwelling unit on a lot or parcel, which provides complete independent living facilities and may be rented.
- C. Standards. The following development standards shall apply to all accessory dwelling units:
1. The accessory dwelling unit may be constructed as a detached building or may be attached to the primary residence on a lot or parcel with an existing single-family home or in any residential zone~~in the RR or R Zone.~~
 - ~~2. The minimum net area of a lot or parcel of land upon which an accessory dwelling unit may be constructed shall be seven thousand (7,000) five thousand (5,000) square feet.~~
 - ~~3.2.~~ No more than one accessory dwelling unit shall be permitted on any residential lot or parcel. An accessory dwelling unit is not permitted on a residential lot which already has an existing accessory dwelling unit, a guest house, or a garage that has been converted to living space.
 - ~~3.~~ The accessory dwelling unit shall ~~must be located within the buildable area of the lot or parcel, and conform to all property development regulations and standards of the zone in which it is located~~ comply with the requirements set forth in section 17.08.160 for residential accessory uses and structures. The accessory dwelling unit is exempt from setback requirements when being converted from an existing garage.
 4. The height of the accessory dwelling unit shall not exceed the height requirement in the underlying zone.
 5. The accessory dwelling unit shall not be used for short term rentals (terms less than 30 days);
 6. The floor area of an attached accessory dwelling unit shall not exceed fifty (50) percent of the existing living area of the main dwelling unit.
 7. The minimum floor area for a detached accessory dwelling unit shall be four hundred (400) square feet. The maximum floor area for a detached accessory dwelling unit shall be no more than 10% of the square-footage of the lot ~~(e.g. a maximum one thousand (1,000) square-foot 2nd dwelling unit on a ten thousand (10,000) square-foot lot), up to a maximum of one thousand five hundred (1,500) square feet.~~

8. The accessory dwelling unit shall be architecturally compatible with the main dwelling unit.
9. The accessory dwelling unit shall be located on the same lot as the principal dwelling and cannot be sold as a separate unit.

10. Any conversion or demolition for the purpose of adding an accessory dwelling unit resulting in a loss of parking spaces below the required minimum in the zone shall indicate a replacement of on-site paved parking spaces in any configuration (covered, uncovered, enclosed).

~~10.~~11. One parking space is required for the accessory dwelling unit, in addition to the parking required for the main dwelling unit. The parking for the accessory dwelling unit shall be provided by a ten (10) feet by twenty (20) feet space located either inside a garage or carport, or on a driveway not used for access into the primary structure's garage. The parking requirement shall not apply if the lot or parcel on which the accessory dwelling unit is being proposed meets any of the following:

- a. -Is within a half mile radius from public transit;-
- b. -Is within an architecturally and historically significant historic district;-
- c. -Is part of an existing primary residence or an existing accessory structure;-
- d. -Is in an area where on-street parking permits are required, but not offered to the occupant of the ADU; and-
- e. -Is located within one block of a car share area.

12. The property must be occupied by one or more owner(s) of the property as a permanent and principal residence. The owner may live in either the principal or accessory dwelling unit and must have a fifty (50) percent or greater interest in the property. The owner-occupant must live in the structure for more than six months of each calendar year.

~~11.~~13. A mobile or manufactured home can be permitted as an accessory dwelling unit and shall comply with the requirements set forth in section 17.08.250 (Mobilehomes and Manufactured Housing);

~~12.~~14. Accessory dwelling unit owners must sign and record an owner-occupancy covenant with the county recorder's office prior to receiving a permit to construct the accessory dwelling unit.

~~13.~~15. The accessory dwelling unit may have a separate address and mailbox.

~~14.~~16. The accessory dwelling unit may have separate utility meters from the primary dwelling unit, such as meters for water, gas and electricity.

- D. Covenants, conditions, and restrictions. The covenants, conditions, and restrictions to run with the property shall include the following declarations:

1. That he/she/they are the owner(s) of the property located in the city, at the subject address as legally described, and that there are no other owners;
 2. That he/she/they applied for a permit to construct and/or use an accessory dwelling unit on the property pursuant to this section and make(s) this covenant as required by this section;
 3. That the owner(s) of the property will restrict the use of the principal and accessory dwelling units on the property in compliance with the requirements of this section;
 4. That an owner with at least a fifty (50) percent interest in the property will occupy either the principal dwelling unit or the accessory dwelling unit for six or more months of each calendar year as the owner's principal residence, ~~unless a waiver has been applied for and granted by the city planning department;~~
 5. That if the owner(s) of the property are unable or unwilling to fulfill the requirements of this section for owner occupancy, then the owner(s) will remove those features of the accessory dwelling unit that make it a dwelling unit, as determined by the city ~~planning department~~, including the removal of kitchen features such as, but not limited to gas, electrical and/or plumbing fixtures and connections;
 6. That this covenant shall run with the land and be binding upon the property owner(s), his/her/their heirs and assigns, and upon any parties subsequently acquiring any right, title or interest in the property;
 7. That the undersigned owners and their heirs, successors and assigns will inform all prospective purchasers of the property of the terms of this covenant; and
 8. That this covenant will be recorded by the owner(s) in the real estate records of the county's assessor's office as a deed restriction, prior to issuance of the permit allowing construction and/or use of an accessory dwelling unit on the property.
- E. Application. Any property owner seeking a permit for an accessory dwelling unit shall submit a ~~D~~irector's ~~R~~eview application. The ~~D~~irector shall approve the application so long as the accessory dwelling unit complies with all provisions of this section. In the event such application is denied, the appeals proceedings set forth in chapter 2.44 shall be available to the applicant.
- F. Conversions. In order to legitimize an illegal accessory dwelling unit to a conforming legal accessory dwelling unit, the property owner shall file a ~~D~~irector's ~~R~~eview application and shall comply with the standards and requirements set forth in this section. The ~~d~~irector reserves the right to allow deviations, if there is a demonstrated difficulty or impracticality to modify the accessory dwelling unit to meet adopted requirements; nonetheless, all code requirements pertaining to fire and building safety must still be met.
- G. Violations. Any property owner with an accessory dwelling unit which does not comply with all the standards established herein for accessory dwelling units is subject to prosecution for a zoning violation under section 17.04.220.

H. Temporary owner absence. If the City determines that the owner has violated owner-occupancy requirements, the owner shall:

1. Reoccupy the structure;
2. Remove the accessory dwelling unit, or those features of the accessory dwelling unit that makes it a dwelling unit, as determined by the city ~~planning department~~, including the removal of kitchen features such as, but not limited to gas, electrical and/or plumbing fixtures and connections; or
3. Submit evidence showing good cause, subject to approval of the ~~planning d~~Director, such as job dislocation, sabbatical leave, education or illness for a waiver of this owner-occupancy requirement to allow up to two years' absence from residence in the city.

I. Request for Relief

a. The applicant can make a request for relief from any or all sections contained within this chapter through a Director's Review and shall be subject to the following findings:

- i. That the residential development will serve a specific community need;
- ii. That the residential development is not expected to result in adverse effect on adjacent property, uses, or residents; and
- iii. That the residential development will contribute to the City's financial stability provide a high level of design, amenities, or any other combination of benefits to the community and City as a whole.

17.08.300 - Solar Energy Systems.

- A. Purpose and applicability. The purpose of the solar energy system standards is to encourage investment in solar energy on all parcels in the city, while providing guidelines for the installation of those systems that are consistent with the architectural and building standards of the city. All solar energy systems shall comply with all applicable provisions of the city codes and the standards of this section.
- B. Approvals required. The applicant shall submit for and receive approval of a building permit prior to installation of any solar energy system.
- C. Ground-mounted solar energy systems.
 - 1. All ground-mounted solar energy systems shall not be located within the required front, side, or rear building setbacks, or front yard area, and shall comply with all applicable height restrictions.
 - 2. To the extent possible, without compromising the solar energy system's access to the sun, ground-mounted solar energy systems shall be screened from view at-grade from all adjacent streets and adjacent properties.
- D. Roof-mounted solar energy systems.
 - 1. Solar panels and accessory equipment shall be designed and located on a house in a manner that minimizes the detrimental impact to the aesthetic appearance of a house.
 - 2. All solar energy system appurtenances such as, but not limited to, water tanks, supports, wiring and plumbing shall be screened to the maximum extent possible without compromising the effectiveness of the solar collectors, and shall be painted a color similar to the color of the surface upon which they are mounted. Solar collectors are exempt from the screening and color provisions of this subsection.
 - 3. All roof-mounted solar collectors can be mounted at an optimum angle to the sun for maximum energy production. ~~The maximum height of a solar collector shall be two feet, measured perpendicular to the roof surface, and may not exceed the maximum overall building height. The remainder of the solar energy system shall be below the level of the solar collector(s).~~

(Ord. No. 989, § 1, 4-9-2013)

17.08.130 - Fences, Walls, and Screening.

A. Purpose. This section provides regulations for the installation, construction and placement of fences on private residential property. For the purpose of this zoning code, the term "fence" includes fences, hedges, walls or other structures with the functions and characteristics of a fence.

B. Placement of fences and walls

1. Fences and walls shall be located behind the property line and behind any utilities or shall be located at least 12-15 feet behind the face of the curb, or as indicated on any recorded property documentation depicting the location of said utilities.

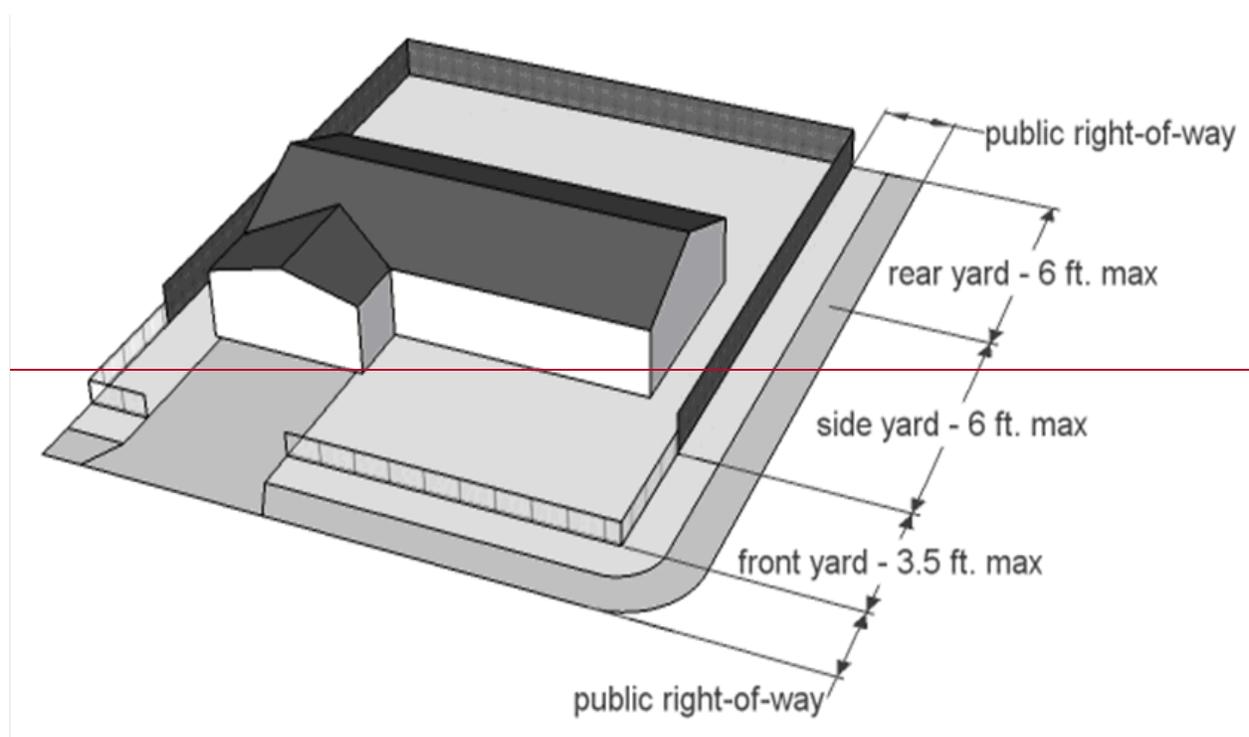
CB. Measurement of fence and wall height.

1. Fence height shall be measured as the vertical distance between the finished grade from the base of the fence to the top edge of the fence material.
2. Where the ground elevation within six feet of the base of a fence differs from one side of the fence to the other (as when a fence is placed at the top of a slope or on a retaining wall), the height shall be measured from the side with the highest natural grade. (See section 17.28.030).

DC. Fence height limits.

Location	Maximum height
Within front yard setback or corner lot side yard setback <u>located at or behind the property line</u>	<u>4</u> 3 ¹ / ₂ feet
Within side or rear yard setback or along/behind corner lot side yard setback <u>located at or behind the property line</u>	6 feet

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ED. Consideration for additional height. A fence or wall may be constructed to a height in excess of the limits established by subsection 17.08.1320.DC. with a Director's Review. The Director's Review may increase the maximum height regulations not to exceed 25% of the amount specified in Section 17.08.130.D. -The Director's Review shall require that the applicant make the following findings, in addition to the findings required for a Director's Review listed in Chapter 17.32:

1. The issuance of the permit is reasonably necessary, by reason of unusual or special circumstances or conditions relating to the property, for the preservation of valuable property rights or the full use and enjoyment of the property.
2. The fence will not create a safety hazard to pedestrians or vehicular traffic.
3. The appearance of the fence is compatible with the design and appearance of other existing buildings and structures within the neighborhood.
4. The orientation and location of the fence is in proper relation to the physical characteristics of the site and the surrounding neighborhood.
5. The fence will be of sound construction.

EF. Fencing for new production homes. Fencing for new production homes shall be a masonry wall, adjacent to the rear and side yards, up to six feet in height. The planning director may approve alternative fencing materials that provide comparable aesthetics and durability.

FG. Subdivision perimeter walls. A masonry wall shall be constructed along the perimeter of a subdivision, with the color and design to be specifically approved by the planning director.

GH. Prohibited fence materials. The use of barbed wire, razor wire, electrical fence, glass and other similar objects of a hazardous characteristic shall not be permitted for residential uses.

(Ord. No. 989, § 1, 4-9-2013)

17.08.060 - Development regulations by building types.

A. Single-family house on Rural Residential lot. A single-family house on a rural residential lot is a residence for one household, with its primary entrance accessed through the front yard, on a lot ranging from 20,000 to 100,000 square feet or greater.

1. Development standards.

Rural Residential Development Standards			
	ZONES		
	RR-2.5	RR-1	SRR
SITE SPECIFICATIONS			
Minimum lot size (sq. ft.).	100,000	40,000	20,000
Minimum width (feet).	165	110	85
Minimum depth (feet).	250	130	120
BUILDING PLACEMENT			
Front yard (feet).	40	30	30
Garage location.	All garages shall be located at or behind the wall plane where the front entrance is located.		
Rear yard (feet).	30	25	20
Interior side yard: minimum (feet).	20	15	10
Interior side yard: total sum of two yards (feet).	40	30	25
Street side yard (feet).	40	30	20
BUILDING SIZE AND MASSING			
Lot coverage (percentage).	30%	40%	40%

Building height (feet).	40	40	35
PARKING			
Number of parking spaces.	2 spaces within an enclosed garage per Section 17.08.100		

Diagram for Single-family house on Rural Residential lot — perspective view

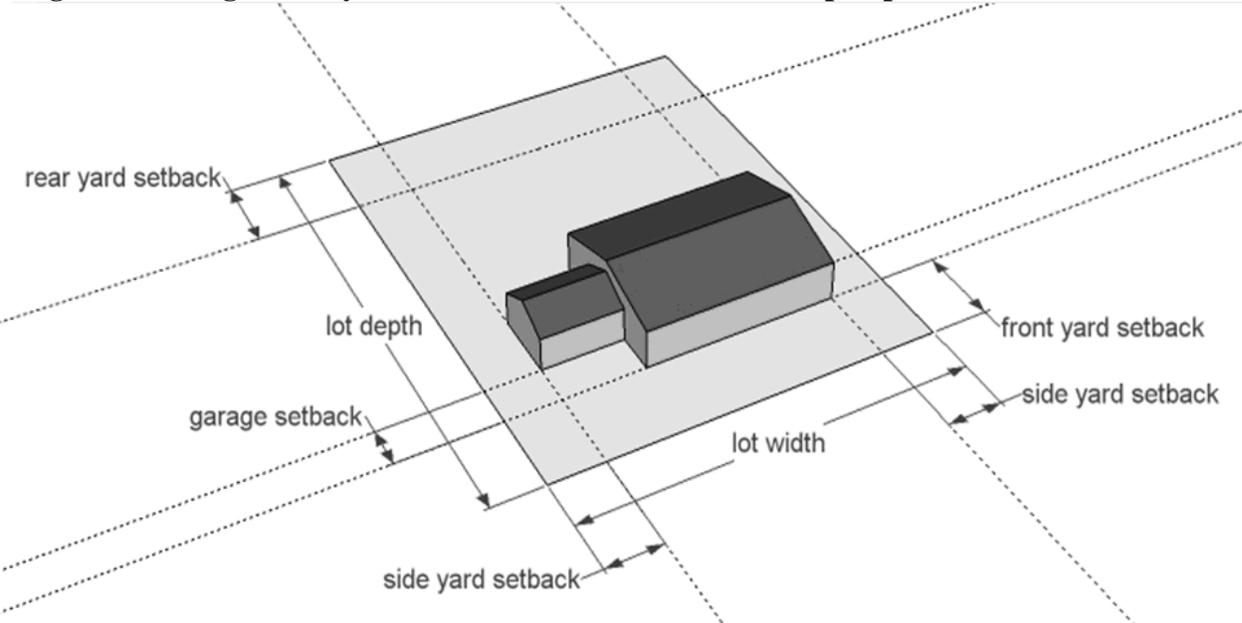
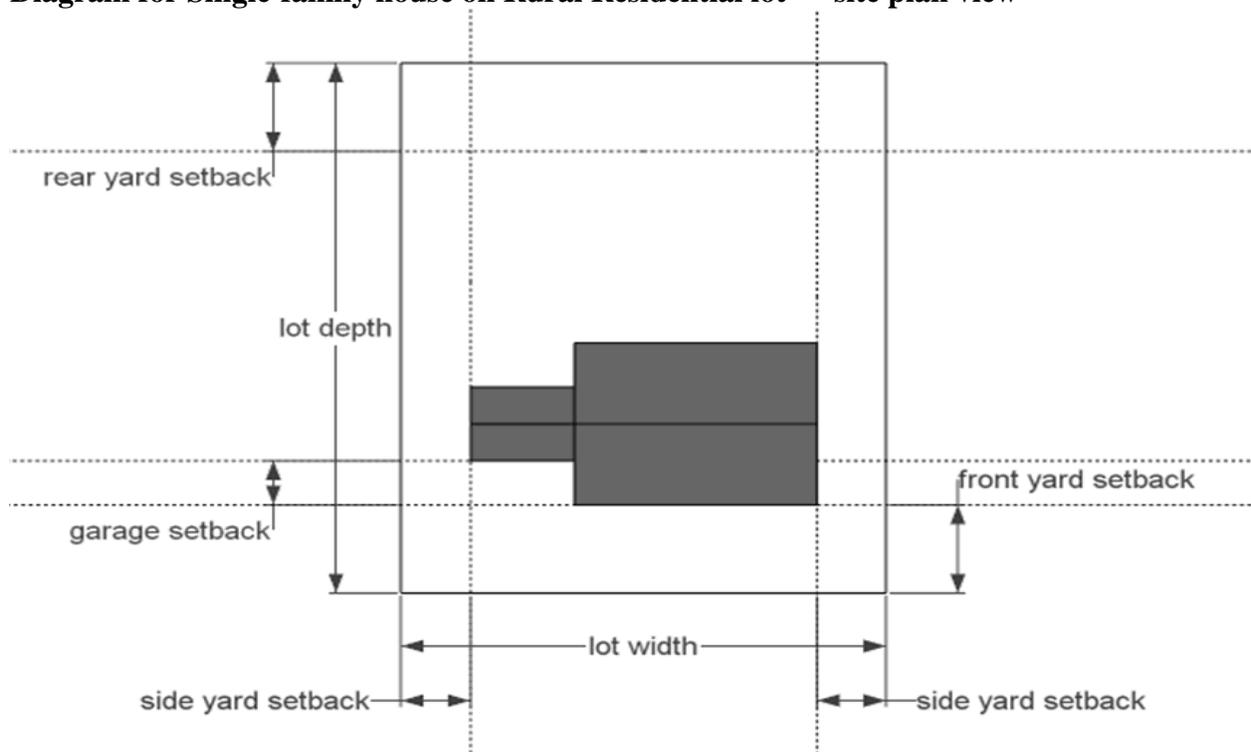


Diagram for Single-family house on Rural Residential lot — site plan view



- B. Single-family house on Residential lot.
 - 1. Development standards.

Development Standards						
	ZONES/LOT TYPE					
	R-15,000	R-10,000	R-7,000	Infill R-7,000 (with RPD)	Infill R-7,000 (alley access, with RPD)	SFR corner duplex
SITE SPECIFICATIONS						
Minimum lot size (sq. ft.).	15,000	10,000	7,000	5,000	3,500	10,000
Minimum width (ft.).	85	70	60	50	40	100
Min. width — corner lot (ft.).	100	85	75	60	50	
Minimum depth (ft.).	120	100	100	85	75	100

BUILDING PLACEMENT						
Front plane build-to line (ft.).	20-32	16-28	14-26	12-20	10-18	16-28
Required minimum porch size (feet x feet).	6 x 12	6 x 12	6 x 12	6 x 10	6 x 8	6 x 12
	To the satisfaction of the Planning Director, an alternative frontage feature may be proposed in lieu of a porch if it achieves the same design intent and variation.					
Porch encroachment.	Up to additional 6' beyond front plane build-to line					
Garage location.	All garages shall be located at or behind the wall plane where the front entrance is located. A homebuilder with a subdivision with at least four floor plans may have one floor plan that has a garage located in front of the front entrance plane.					
Rear yard (ft.).	20	20	15	12	0	N/A
Interior side yard: min. (ft.).	5	5	5	5	0	10
Interior side yard: sum of two yards (ft.).	20	15	15	10	10	N/A
Street side yard (ft.).	15	15	10	10	10	N/A
BUILDING SIZE AND MASSING						
Lot coverage (percentage).	40%	40%	50%	55%	60%	45%
Building height (ft.).	35	35	35	35	35	35
PARKING						

Number of parking spaces.	2 spaces within an enclosed garage (Section 17.08.100)
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- a. A tandem garage parking arrangement may be considered if the applicant cannot meet the requirement to place a two-car garage behind the plane of the house.
- b. Corner lots featuring side yard driveway access require a minimum 20-foot driveway and street side yard setback.

Diagram for Single-family house on Residential lot — perspective view

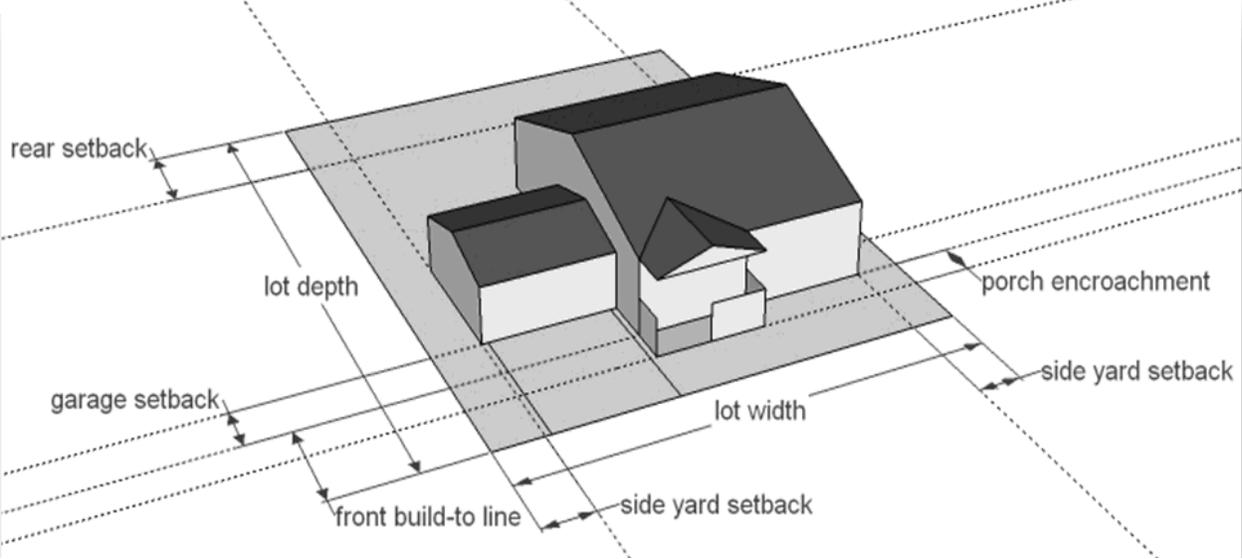


Diagram for Single-family house on Residential lot — site plan view

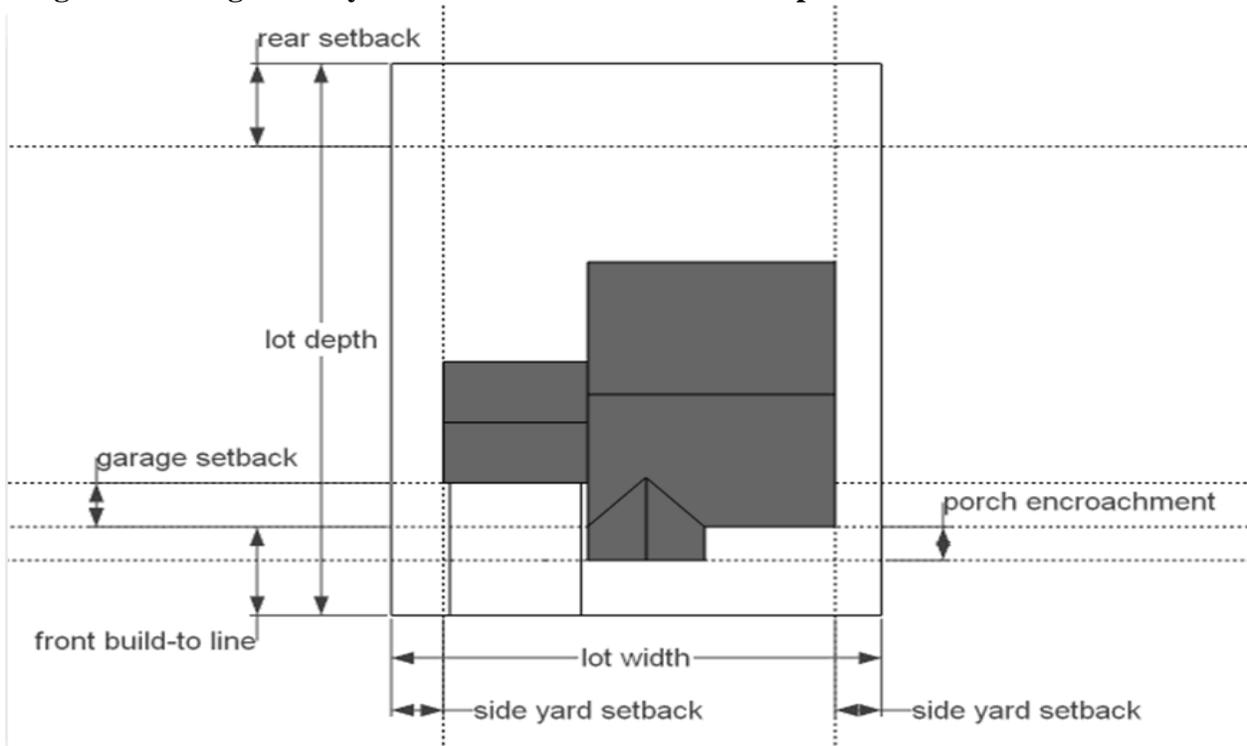


Diagram for Single-family house on Infill Residential lot — perspective view

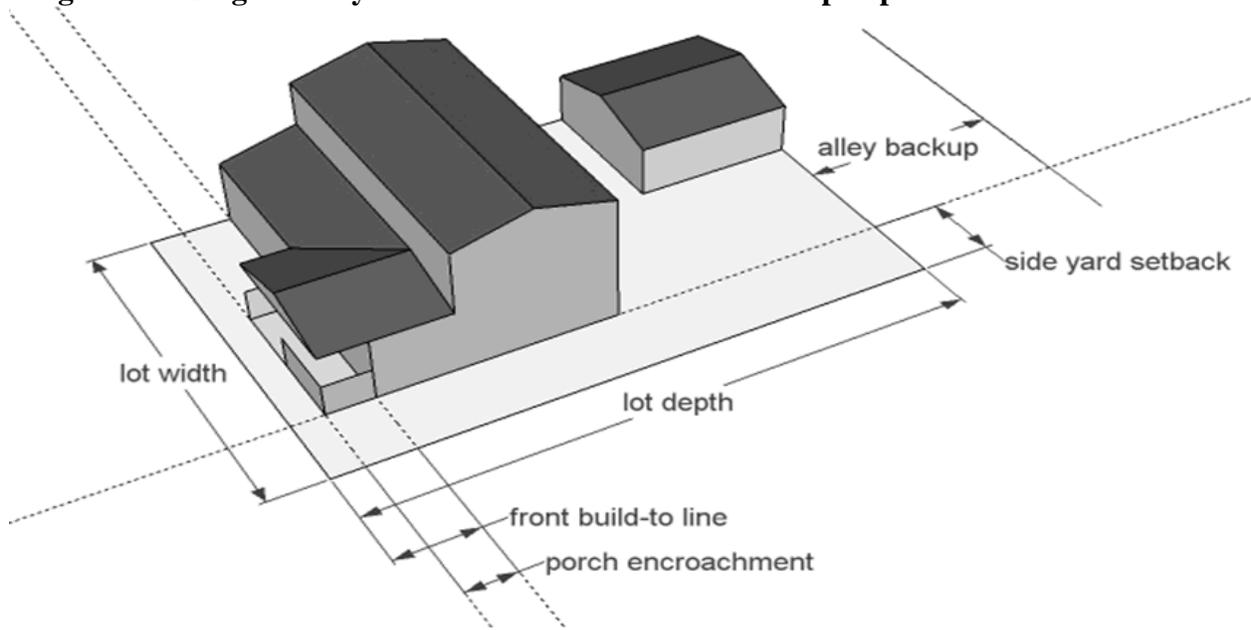


Diagram for Single-family house on Infill Residential lot — site plan view

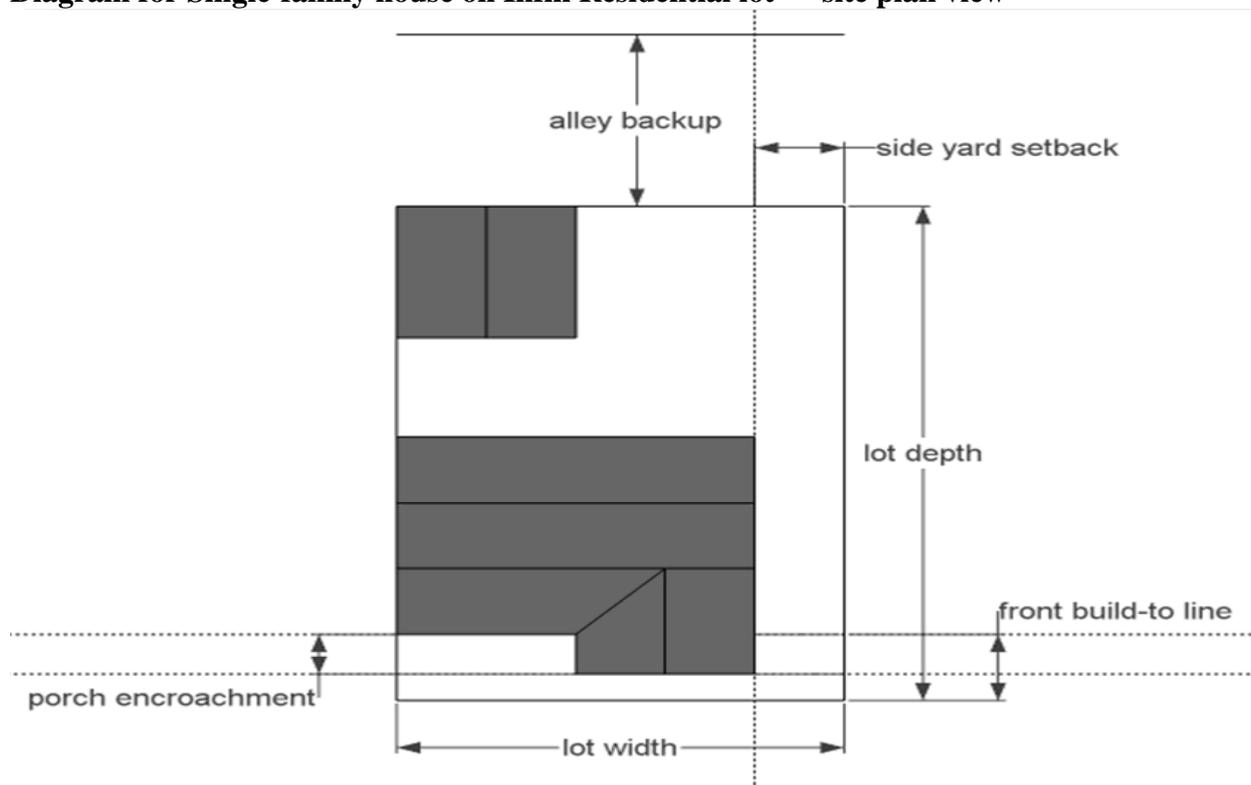


Diagram for Duplex on Corner Residential Lot — perspective view

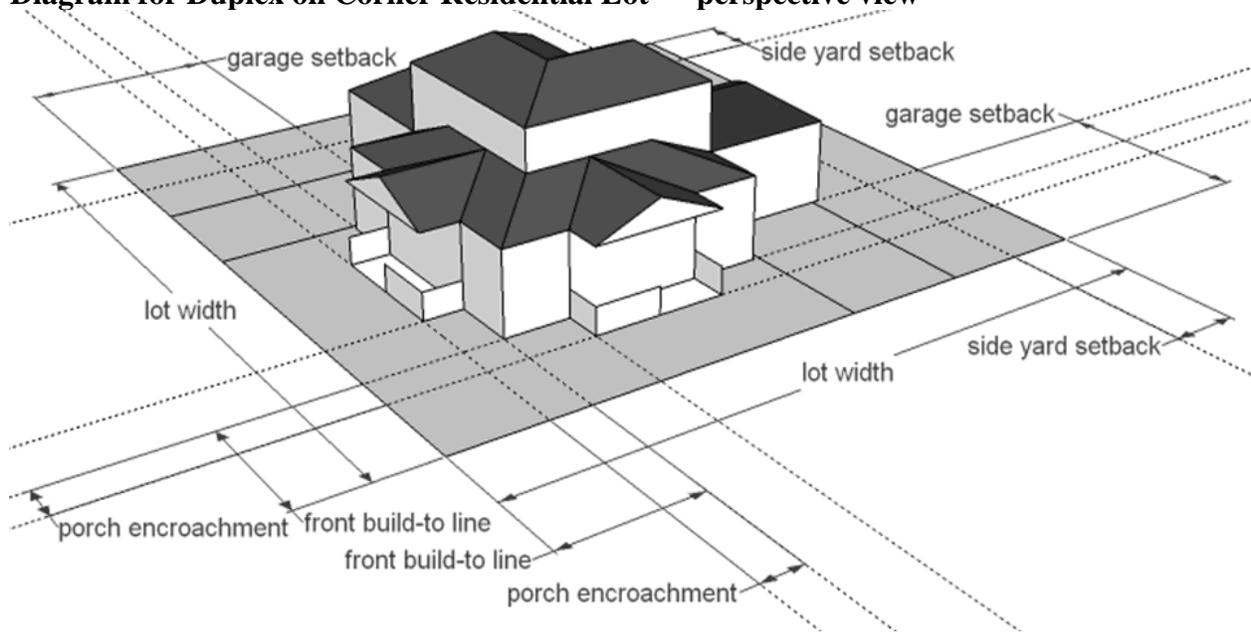
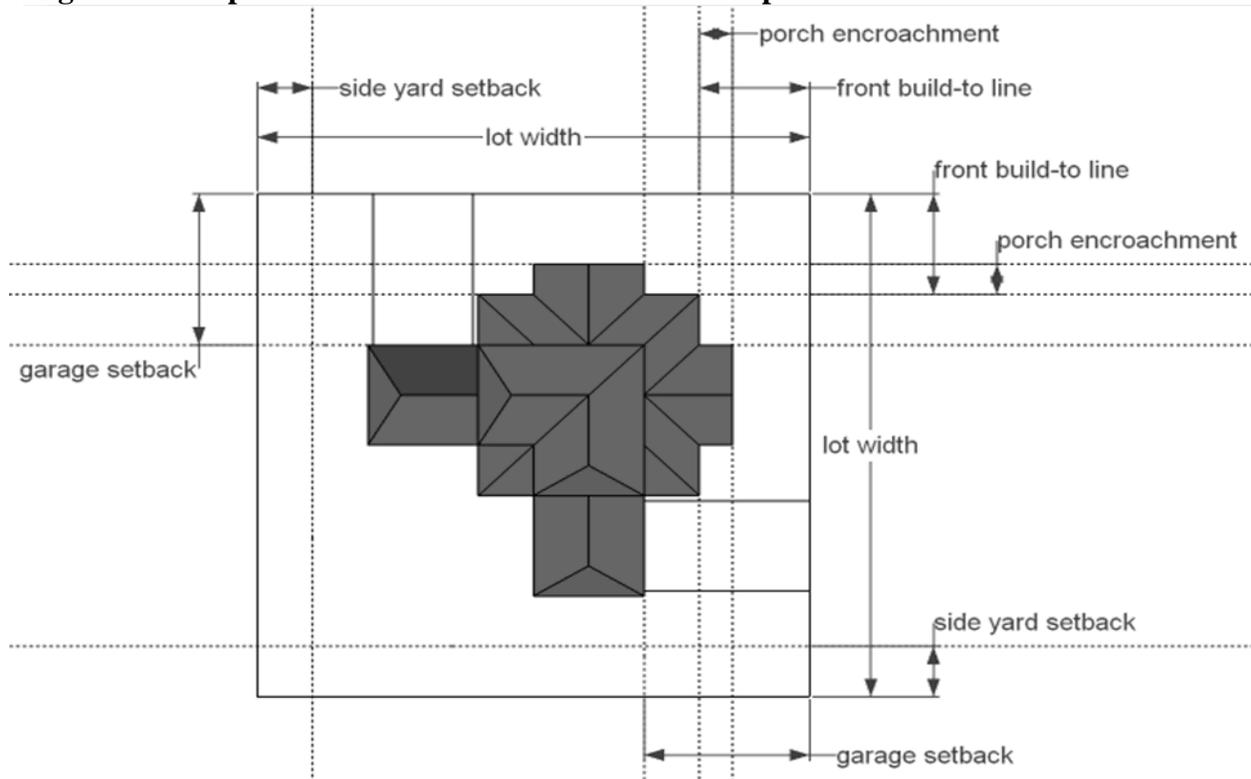


Diagram for Duplex on a Corner Residential lot — site plan view



C. Small apartment/condominium building/complex (two to fifteen (15) units).

1. Development standards.

Development standards	
	MDR or HDR ZONE
SITE SPECIFICATIONS	
Minimum lot size (sq. ft.)	6,000
Minimum width (feet).	60
Minimum width - corner lot (feet).	80
Minimum depth (feet).	100
BUILDING PLACEMENT	
Front build-to line.	

Fronting local, collector, or other residential street with on-street parking (feet). Transitional infill design guidelines apply (Section 17.08.070.D).	0-12
Fronting local, collector, or other residential street with on-street parking and adjacent to single-family uses along the same street (feet).	8-20
Fronting arterial street with no on-street parking (feet).	20-32
Rear yard (feet).	15
Interior side yard (feet).	10
Street side yard (feet).	15
BUILDING SIZE AND MASSING	
Lot coverage (percentage).	50%
Building height within 100 feet of SFR zone (feet).	35
Maximum building height (feet).	55
PARKING	
Location of on-site parking.	Behind the front façade of the residential building
Number of parking spaces.	Per Section 17.08.100
OPEN SPACE	
Required usable open space/recreation area.	Minimum 8% of lot area, minimum 20' width and depth
LANDSCAPING	
Required landscaping (percentage).	Minimum 15% of lot area
SOLAR PROVISION	

Minimum photo-voltaic kW per unit per Section 17.08.305.	0.5 kW
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- a. On-site management shall be provide for apartments four units or greater.
- b. A minimum four feet by four feet covered entryway shall be provided for each apartment or condominium unit. The entryway may be enlarged and designed as a porch.
- c. Required amenities for units in a small apartment include in-unit laundry hook-ups.
- d. Required amenities for units in a small condominium, beyond those required for apartments, include garage parking with storage shelves for each unit, and a minimum four feet by eight feet porch, patio, or balcony area.
- e. Other site amenities may include a barbeque area, pool, recreation courts, and shall be centrally located and easily accessible for residents.
- f. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
 - 1. Locate trash enclosures away from view, from primary entrances drive or streets;
 - 2. Design the trash enclosure to be a minimum of 165 square feet;
 - 3. Accommodate source separation of recyclable materials in accordance with State requirements;
 - 4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and
 - 5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

Diagram for small apartment — perspective view

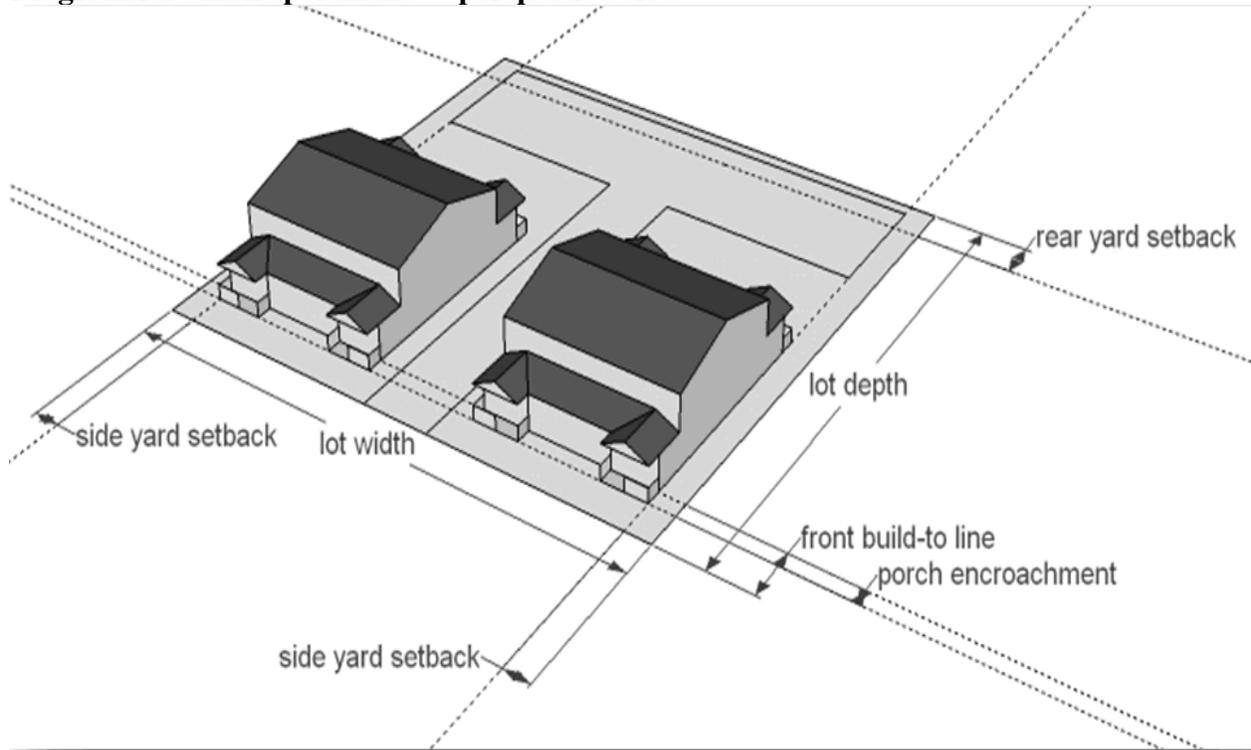
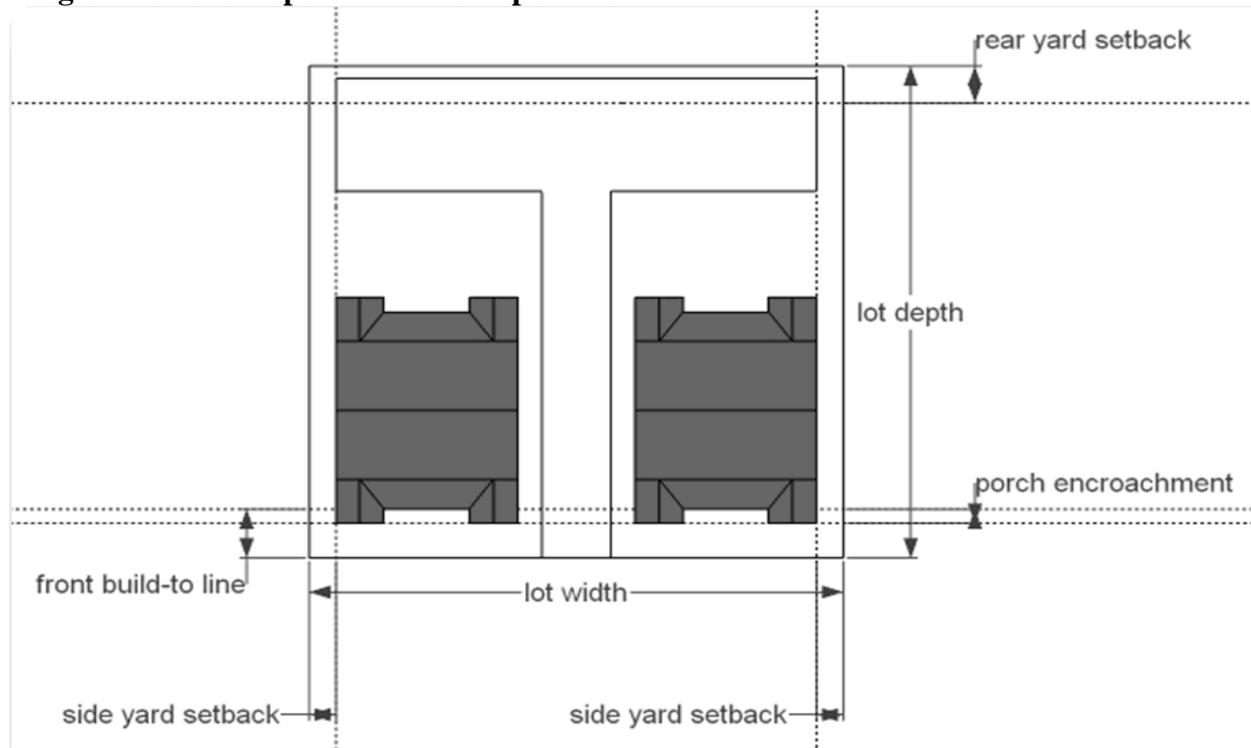


Diagram for small apartment — site plan view



D. Large apartment/condominium building/complex (sixteen (16) or more units).

1. Development standards.

Development standards	
	MDR or HDR ZONE
SITE SPECIFICATIONS	
Minimum lot size (sq. ft.)	6,000
Minimum width (feet).	60
Min. width — corner lot (feet).	75
Minimum depth (feet).	100
BUILDING PLACEMENT	
Front build-to line.	
Fronting local, collector, or other residential street with on-street parking (feet). Transitional infill design guidelines apply (Section 17.08.070.D).	0-12
Fronting local, collector, or other residential street with on-street parking and adjacent to single-family uses along the same street (feet).	8-20
Fronting arterial street (feet).	20-32
Rear yard (feet).	15
Interior side yard (feet).	15
Street side yard (feet).	20
BUILDING SIZE AND MASSING	
Lot coverage (percentage).	50%
Building height within 100 feet of SFR zone (feet).	35

Maximum building height (feet).	72
PARKING	
Location of on-site parking.	40 ft. from front property line
Number of parking spaces.	Per Section 17.08.100
OPEN SPACE	
Required usable open space/recreation area.	Minimum 8% of lot area, minimum 50' width and depth
LANDSCAPING	
Required landscaping (percentage).	Minimum 15% of lot area
SOLAR PROVISION	
Minimum photo-voltaic kW per unit per Section 17.08.305.	0.5 kW

- a. On-site management and security shall be provided for all large apartment complexes. Specific security provisions may include cameras, alarms, or active security guard surveillance, to the satisfaction of the ~~planning d~~Director.
- b. Required amenities for units in a large apartment include in-unit laundry hook-ups, and community pool and recreation room.
- c. Required amenities for units in a large condominium, beyond those required for apartments, include garage parking with storage shelves for each unit, and a minimum four feet by eight feet porch, patio, or balcony area.
- d. Other amenities for units in a large multi-family complex may include courts for basketball, tennis or other sports, indoor gym, outdoor dog park, or daycare center.
- e. All amenities shall be centrally located and easily accessible for residents.
- f. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
 - 1. Locate trash enclosures away from view, from primary entrances drive or streets;
 - 2. Design the trash enclosure to be a minimum of 165 square feet;

[3. Accommodate source separation of recyclable materials in accordance with State requirements;](#)

[4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and](#)

[5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.](#)

Diagram for large apartment — perspective view

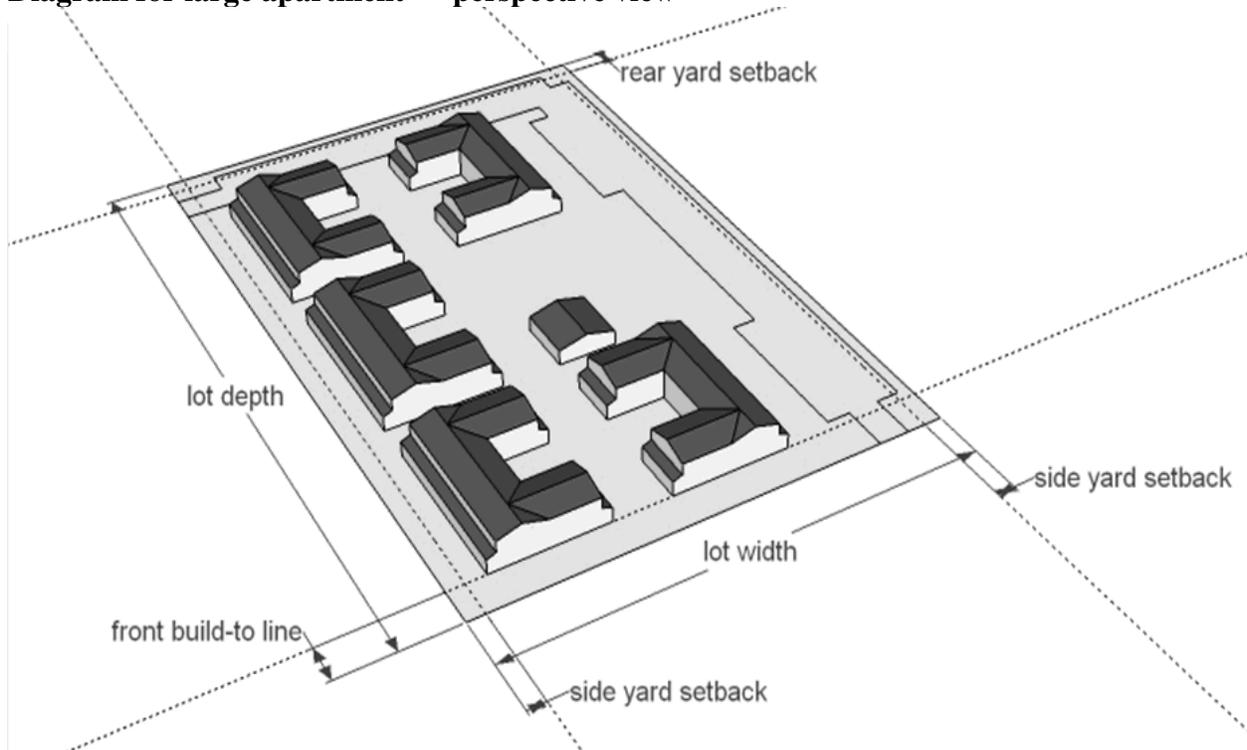
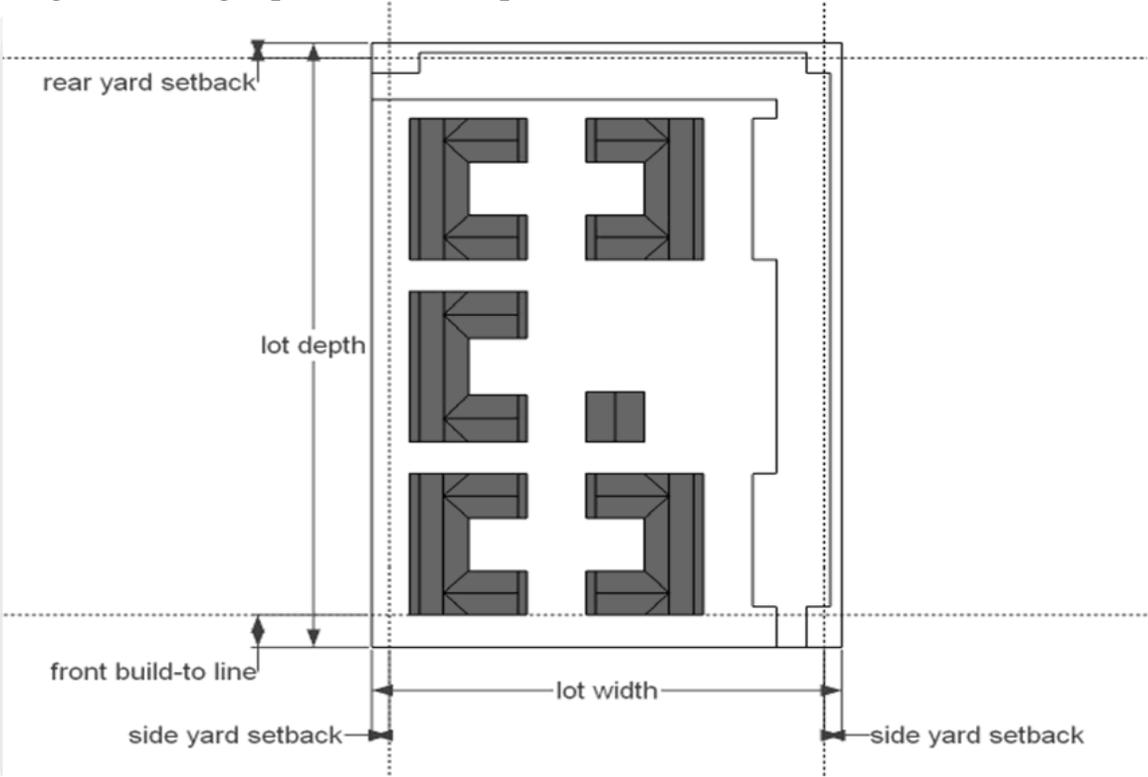


Diagram for large apartment — site plan view



(Ord. No. 989, § 1, 4-9-2013; Ord. No. 1020, § 4, 2-14-2017)

17.12.130 - Property development regulations.

A. General Regulations.

1. No new building or commercial coach shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section or Article X of Chapter 17.40, Commercial Coaches as Temporary Offices, which are pertinent to its placement on said lot or parcel.
2. No existing building or commercial coach located on an existing legal lot or parcel of land shall be convened, enlarged or moved unless said building, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines, or policies and subsection B of this section or Article X of Chapter 17.40, Commercial Coaches as Temporary Offices, which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created and no building, or portion thereof, existing on such new lot shall be used, unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section which are pertinent to the area and dimensions for new lots and the placement or location of buildings on said lot.

B. C Zone. Wherever property is designated as a C zone on the zoning map the following regulations, specific or general, shall apply:

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section, except those lots created within the boundaries of an approved shopping center to accommodate individual tenants. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)

	Minimum	Minimum	Minimum
Zone	Lot Area	Lot Width*	Lot Depth
C	10,000 sq. ft.	100 ft.	100 ft.

* Also denotes minimum street frontage.

See Section 17.40.070, 17.40.080, 17.40-.090A or 17.40.090B in the event public use or required street dedication would reduce the net lot area, lot width, or lot depth of an existing lot to less than the required minimum.

2. Yard Requirements.

- a. Additions or modifications to buildings or uses, either constructed or having received building permit approval, or having been legally established prior to May 4, 1983, may be

allowed with respect to yards of lesser dimension than required in this subsection where, in the opinion of the Director, allowing less than full compliance with the yard requirements would impose no substantial detriment to abutting property or improvements thereon. In rendering a decision on whether to allow a reduction of the required yard, the director shall consider whether:

(See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.)

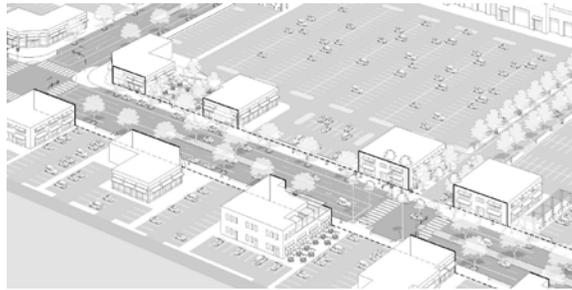
- 1) There are special circumstances or exceptional characteristics applicable to the property involved which are not generally applicable to other properties in the same vicinity with the same zoning;
- 2) An adjustment (if authorized) will constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning; and
- 3) The strict application of the yard requirements would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the yard requirements.

In no case shall the director's approval of the reduction of a required yard relieve the applicant/property owner from complying with minimum landscape requirements established by this title, unless such relief is specifically approved by the Director. (See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.)

- b. Setbacks, building placement, and building design shall be provided as follows. Guidance in the application of these requirements is provided by adopted city design guidelines and various diagrams contained within this code:

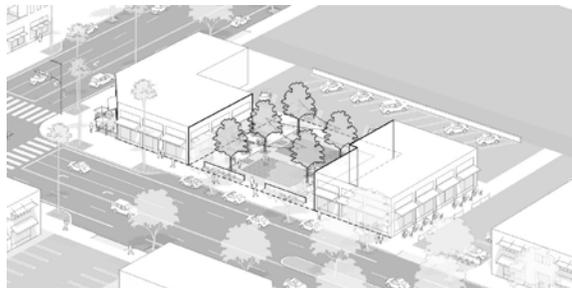
- 1) Street Frontages.
 - a) Street Frontage-Build-To Line. A "build-to" line for street frontages is established as follows. This "build-to" line shall apply to all street frontages adjacent to a property where pedestrian or vehicular access is available from that frontage:
 - (1) Arterial Street: Zero (0) to twelve (12) feet.
 - (2) All Other Streets: Zero (0) to six (6) feet.
 - b) Building Placement. Except as provided in Section 17.12.130.B.2.b.1) c), building placement on a property shall comply with the following requirements.
 - (1) New buildings, or additions to existing buildings, shall be designed and located so that a minimum of fifty (50) percent of the street frontage(s) has buildings located at the established "build-to" line for the parcel.
 - (2) Vehicular driveways and parking areas shall not be located between the façade of a building located at the "build-to" line and the back of the public sidewalk.
 - (3) In areas of the site where buildings are not located at the established "build-to" line, a minimum landscaped area of ten (10) feet in width shall be provided from the back of the sidewalk to any parking area. Such width

may be reduced by the approving authority where a parkway design is used to separate the sidewalk from the street curb. Landscaping installation and maintenance shall be in accordance with the requirements of Chapter 8.50.



Example of Building Placement at Build-To Line for 50% of Street Frontage
Diagram Courtesy of Sargent Town Planning

- c) Exceptions to Building Placement Requirements. Exceptions to the requirement for building placement established in subsection may be granted by the approval authority in the following circumstances:
 - (1) In the case of a commercial center, an exception may be granted where an anchor tenant requires a specific dimension for a "view corridor" from the adjacent street.
 - (2) On a corner lot situation, an exception may be granted to reduce the minimum fifty (50) percent requirement on one of the frontages where another frontage exceeds the minimum requirement and the overall intent of the build-to line requirement is met.
 - (3) Where people-oriented activity areas, such as outdoor dining locations, are provided at the build-to line and designed in such a way as to meet the intent of the "build-to" line, an exception may be granted.
 - (4) Where a drive-through lane is provided between the building and the "build-to line", an exception may be granted if the building provides, as required in Section 17.12.130.B.2.b.2), sufficient design features facing the street frontage(s).



Example of Placement of Outdoor Activity Areas Along Street Frontage at Build-To Line
Diagram Courtesy of Sargent Town Planning

- 2) Building Design Requirements. All buildings located entirely or partially at the "build-to" line shall meet the requirements as stated below. Determination of the

appropriate building design elements shall be guided by Section 17.12.230 and the adopted city design guidelines.

a) Building Façades facing Street Frontage(s).

- (1) Buildings shall generally be oriented so that the rear of the building does not directly face the adjacent street frontage(s). The approving authority may approve an exception to this where sufficient design elements, including but not limited to building fenestration, building materials, pedestrian access points into and through the building, and other techniques are provided to meet the design intent of the code.
- (2) Design of building façades facing a street shall provide the appearance of a storefront. Design elements may include arcades, patios, awnings, and overhangs as appropriate to enhance appearance and use of the space.

b) Public Entrances.

- (1) Except as provided under subsection ii., all buildings located entirely or partially at the "build-to" line shall have a public entrance directly facing the street frontage, and provide direct pedestrian access to the entrance from the adjacent street frontage.
- (2) A public entrance may be located on the side of a building not directly facing a street frontage provided that the entrance is clearly visible to people from the adjacent street, direct public access is provided, and the building façade directly facing the street has sufficient fenestration and other design elements and treatment to create a visible connection with that street frontage.



Building Entrance and Treatment for Side-On Design
Diagram Courtesy of Sargent Town Planning

- 3) Interior side yard and rear yard: Ten (10) feet where abutting a residential zone.

3. Height Regulations. The height of buildings shall be as follows:

- a. No building or structure in the C zone shall exceed a height of 50 feet or 3 stories, whichever is less. This section does not apply to conditional use permit uses which shall be subject to Article I of Chapter 17.32. (See Article XII of Chapter 17.40 for general exceptions.)
- b. No commercially used building in the C zone which is within 100 feet of any RR, SRR, or R zone shall exceed a height of 2 stories or 35 feet, whichever is less.

- c. No building may be constructed which would shade any existing active solar energy system on adjoining property without the consent of the affected property owner.
 - d. Exception for Solar Systems. Solar collectors may exceed the height limit when mounted on the roof of a legal, conforming building. The right to exceed the height limit shall be exercised only in the event that: there is no other practical means or location for achieving an efficient placement on the building or site in question; such collectors may exceed the height limit only to the extent necessary to achieve efficient placement; in no case shall such solar collectors (or related equipment) encroach more than 5 feet beyond the limit. Also the placement of a solar collector shall not shade or otherwise diminish the efficiency of existing solar collectors on neighboring property, or preclude such property from sufficient solar access to successfully operate a solar energy system sufficient to serve the needs of the business or occupants.
4. Reserved.
5. Landscaping. No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot.
6. Outside display. All displays shall be located wholly within an enclosed building with the exception of the following:
- a. Amusement rides and devices;
 - b. Automobile sales, limited to automobiles, tractors, and trucks under 2 tons held for sale and rental only;
 - c. Automobile service stations, limited to automobile accessories and facilities necessary to the dispensing of petroleum products only;
 - d. Boat sales, limited to boats held for sale or rental only;
 - e. Carnivals—Commercial;
 - f. Christmas trees and wreaths, sale of;
 - g. Crops, field, tree, bush and row, including nursery stock, flowers and vines;
 - h. Electric distribution substations;
 - i. Equipment rental;
 - j. Gas metering and control stations, public utility;
 - k. Mobilehome sales, limited to mobilehomes held for sale or rental only;
 - l. Parking lots;
 - m. Pumpkins and other seasonal agricultural products, sale of;
 - n. Recreational vehicle sales, limited to recreational vehicles held for sale or rental only;
 - o. Signs, existing outdoor advertising;
 - p. Temporary outdoor sales subject to Section 17.12.070;
 - q. Trailer sales, box and utility, limited to trailers held for sale only.
7. [Trash enclosure location\(s\) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:](#)

- [1. Locate trash enclosures away from view, from primary entrances drive or streets;](#)
- [2. Design the trash enclosure to be a minimum of 165 square feet;](#)
- [3. Accommodate source separation of recyclable materials in accordance with State requirements;](#)
- [4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and](#)
- [5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.](#)

(Ord. 711 §§ 15, 44 (part), 1995: prior zoning ord. § 221.050)

(Ord. No. 907, § 5, 10-28-2008; Ord. No. 1016, § 3, 12-13-2016; [Ord. No. 1028, § 1, 7-11-2017](#))

17.12.150 - Signs—General provisions.

- A. The provisions of this section regulating signs shall not apply to the following signs except as otherwise indicated herein:
1. Official notices issued by any court, public body or public officer;
 2. Notices posted by any public officer in performance of a public duty, or for any person in giving legal notice;
 3. Traffic, directional, warning or informational signs or banners required or authorized by the public authority having jurisdiction over such signs;
 4. Official signs used for emergency purposes only;
 5. Permanent memorial or historical signs, plaques or markers;
 6. Public utility signs, provided such signs do not exceed 3 square feet in area;
 7. Any signs for a shopping center of 10 net acres or more which are lawfully erected in accordance with a city-approved sign program required as a condition of approval of the conditional use permit authorizing the shopping center;
 8. Any signs for a shopping center of less than 10 net acres which are lawfully erected in accordance with a city-approved sign program required as a condition of the site plan approval.
- B. Prohibited Signs. The following signs shall be prohibited in the C zone and may not be included in any sign plan.
1. Signs which contain or utilize:
 - a. Any exposed incandescent lamp,
 - b. Any revolving beacon light,
 - c. Any continuous or sequential flashing operation, except signs displaying time of day, atmospheric temperature or having programmable electronic public service messages only,
 - d. Any system for display of time of day, atmospheric temperature or programmable electronic public service messages in which:
 - 1) The messages are not public service in nature, or
 - 2) The proposed display has any illumination which is in continuous motion or which appears to be in continuous motion, or
 - 3) The message is changed at a rate faster than one message every 4 seconds, or
 - 4) The interval between messages is less than one second, or
 - 5) The intensity of illumination changes, or
 - 6) The display is located less than 100 feet on the same side of the street, or 200 feet across the street, from residentially zoned property;
 2. Any notice, placard, bill, card, poster, sticker, banner, sign, advertising or other device calculated to attract the attention of the public which any person posts, prints, sticks, stamps,

tacks or otherwise affixes, or causes the same to be done to or upon any street, right-of-way, public sidewalk, crosswalk, curb, lamppost, hydrant, tree, telephone pole or lighting system, or upon any fixture of the police or fire alarm system of the city of Lancaster or the county of Los Angeles;

3. Any sign which is placed in a manner which would obstruct a driver's or pedestrian's vision and thus create a hazard, or potential hazard, to the public health, safety or welfare;
4. Any strings of pennants, banners or streamers, clusters of flags, strings of twirlers or propellers, flares, balloons, and similar attention-getting devices, including noise-emitting devices, with the exception of the following:
 - a. Automobile sales uses only may utilize pennants, banners or streamers subject to the following conditions:
 - 1) All such displays must be positioned horizontally and parallel to the ground and shall maintain a minimum height of 14 feet and a maximum height of 18 feet from grade level.
 - 2) All lines supporting such devices shall be secured in a taut manner and shall exhibit no more than 5 inches sag or droop at midline. No more than 3 such lines may be placed above one another and such lines shall be located along street frontages only.
 - 3) All pennants, banners or streamers shall be maintained in good condition. Such devices which have become torn, tattered, faded or otherwise fallen into disrepair shall be removed or replaced.
 - b. National state, local governmental, institutional or corporate flags properly displayed,
 - c. Holiday decorations in season used for an aggregate period of 60 days in any one calendar year;
5. Awning or entrance canopy signs;
6. Devices dispensing bubbles and free-flowing particles of matter;
7. Devices projecting, or otherwise reproducing the image of a sign or message on any surface or object;
8. New outdoor advertising signs;

~~9. Pole signs;~~

~~10. Portable signs;~~

~~10~~¹¹. Projecting signs;

~~11~~¹². Revolving signs of any kind;

~~12~~¹³. Roof signs;

~~13~~¹⁴. Sidewalk signs;

~~14~~¹⁵. Signs advertising or displaying any unlawful act, business or purpose;

~~15~~¹⁶. Signs emitting or amplifying sounds for the purpose of attracting attention;

~~16~~¹⁷. Temporary signs, except as otherwise specifically permitted by this title.

- C. General Sign Regulations. The following regulations apply to all signs in the C zone:

1. In no case shall a lighted sign or lighting device thereof be placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a street, sidewalk or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance.
 2. Existing outdoor advertising signs are subject to Section 17.40.210.
 3. Signs, except outdoor advertising signs, may be single-, double- or multi-faced, provided that:
 - a. The distance between the faces of any double-faced sign, other than a "V" shaped projecting sign, shall not exceed 36 inches.
 - b. The separation between the intersecting faces of any multi-faced sign shall not exceed 12 inches.
 4. Any sign located on vacant and unoccupied property, and which was erected for an occupant or business unrelated to the present occupant or business, or any sign which pertains to a time, event or purpose which no longer exists shall be removed within 30 days after the purpose for, or use utilizing such sign has been removed from such property.
 5. Any permitted sign may be a changeable copy sign.
 6. All signs shall be designed in the simplest form and be free of any exposed bracing, angle iron, guy wires, cables or similar devices.
 7. The exposed backs of all signs visible to the public shall be suitably covered, finished and properly maintained.
 8. All signs shall be maintained in good repair, including display surfaces which shall be kept neatly painted or posted.
 9. Any sign which does not conform to the provisions of this title shall be made to conform or shall be removed as provided in subsection B.4. of Section 17.32.850 except as provided in Section 17.32.850B.4.c.
 10. Except where otherwise specifically provided by this title, sign regulations established pursuant to this title shall not apply to signs within a building, arcade, court or other similarly enclosed area where such signs are not visible to the public without entering such facilities.
 11. The height of all signs shall be measured from the highest point of the sign.
- D. Computation of Sign Area. Computation of the surface area of any sign face shall consist of all lettering, figures, symbols, designs and pictures, together with all framing, background material, colored or illuminated areas, and attention-attracting devices forming an integral part of the overall display, but excluding all support structures, except that:
1. Superficial ornamentation of a non-message-bearing character which does not exceed 5% of the surface area of the sign face shall be exempted from computation.
 2. Wall signs painted on or affixed directly to a building wall or façade, and having no discernible boundary, shall have the areas between letters, words intended to be read together, and any device intended to draw attention to the sign message included in any computation of surface area of the sign face.
 3. Signs placed in such a manner, or bearing a text, as to require dependence upon each other in order to convey meaning shall be considered one sign and the intervening areas between the signs shall be included in any computation of surface area of the sign face.

4. Spherical, cylindrical or other 3-dimensional signs shall be considered to have 2 faces. The area of each sign face shall consist of $\frac{1}{2}$ of the total area of the 3-dimensional sign.

(Ord. 711 § 15 (part), 1995; prior zoning ord. § 221.061)

17.12.160 - Business signs.

Business signs may be permitted in the C zone subject to Section 17.12.230, and the restrictions of this section. For more information concerning specific types of signs see Section 17.04.240, Definitions.

A. Wall Business Signs.

1. Area Permitted.

- a. Each ground floor business establishment fronting on and/or oriented toward one or more streets may be permitted (See Section 16.04.060 of this code for the definitions of the different classifications of streets):
 - 1) On lots or parcels abutting or directly across a local or collector street from residentially zoned property, a maximum of one square foot of wall sign area for each one linear foot of building frontage;*
 - 2) On all other lots or parcels a maximum of 3 square feet of wall sign area for each one linear foot of building frontage;
 - 3) If building identification signs are used, the area of such signs shall be subtracted from the area permitted for wall signs.

* EXCEPTION. In instances where businesses abut residentially zoned property but the proposed signs do not face toward residentially zoned property, the Director may determine the amount of signage to be permitted not to exceed the maximum of 3 square feet for each one linear foot of building frontage.

- b. Where a ground floor business establishment fronts only on a parking lot, alley, open mall, landscaped open space, or other public way, the exterior building wall facing such parking lot, alley, open mall, landscaped open space, or other public way shall be considered a building frontage for purposes of computing permitted wall sign area.
- c. A ground floor business establishment having entrances intended for and regularly utilized by the public on the side of a building not considered to be building frontage by this section shall be permitted one wall sign on each such side provided the sign does not exceed $\frac{1}{2}$ the sign area permitted on the building frontage of said business. Where a business has more than one building frontage recognized by this section, an average of the permitted sign areas shall be used in computation. The combined area of all signs shall not exceed that specified in subsection A.1. of this section.
- d. Except as provided in subsection A.1.c. of this section, permitted sign area shall be used only on the face of the building wall for which it was calculated. No sign area may be transferred from one building frontage to another.
- e. Any building containing business establishments which front only on an indoor mall having a limited number of entrances, shall be considered a single establishment for the purpose of computing the wall sign area permitted on the exterior walls of such building.
- f. Each ground floor business establishment shall be permitted a minimum sign area of 20 square feet for each building frontage.

- g. Each business establishment located above the ground floor which has an individual entrance from the outside of the building may be allowed a wall sign near the individual entrance in accordance with the area permitted for ground floor uses under subsection A.1.a.1) of this section. Such business establishments which are served by a common entrance may not have signs above the ground floor.
 - h. Each business establishment located on the ground floor or second floor having no building frontage shall be permitted a maximum of 4 square feet of sign area facing the street. Such business establishments may not have signs above the ground floor.
2. Height Permitted. Wall business signs shall not extend above:
 - a. Eighteen inches below the top of the wall of a single-story building;
 - b. The lowest point of a sloping roof of a single-story building.
 3. Projection Permitted. Wall business signs shall not project more than 18 inches from the building wall to which they are attached. Freestanding signs may not project over the public right-of-way.
 4. Lighting. Wall business signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- B. Freestanding Business Signs. ~~Monument signs and post signs are the only freestanding business signs permitted in the C zone.~~
1. Monument Signs and Post Signs. Monument Signs and Post Signs shall comply with the following standards:
 - ~~1.~~ a. Frontage. ~~Freestanding business~~Monument and post signs may be permitted on any lot or parcel of land for each street frontage having a continuous distance of 150 feet or more. Such signs may also be permitted as provided in subsection B.9. of this section.
 - ~~2.~~ b. Area Permitted.
 - ~~1a.~~ Except as otherwise provided in this section, the maximum freestanding business sign area that shall be permitted for each street frontage or for each combination of frontages considered to be a single frontage under either subsection B.9.a. or b. of this section is:
 - ~~1)a.~~ On lots or parcels where the street frontage abuts or is directly across a local or collector street from residentially zoned property, 50 square feet total sign area;
 - ~~b2.~~ On all other lots or parcels, 150 square feet total sign area.
- Where the locational requirements of Section 17.12.140 et seq. permit additional freestanding business signs on the same frontage, sign area allocated for each sign may be any proportion provided that the sum does not exceed the maximum permitted sign area established herein for a specific frontage or combination of frontages and that they conform to all other requirements of Section 17.12.140 et seq.

- c3. Height Permitted. Monument and post ~~Freestanding business~~ signs shall not exceed a maximum height of 12 feet measured vertically from ground level at the base of the sign, or 3 feet below the roof line, whichever is least.
- d4. Location of Signs on All Lots and Parcels.
 - a1. Monument and post signs ~~Freestanding business signs~~ shall not be located nearer than 50 feet from any lot line, other than a lot line adjoining a street.
 - 2b. Monument and post signs ~~Freestanding business signs~~ shall not be located nearer than 150 feet from any other freestanding business sign on the same frontage on the same lot, parcel of land, or within any shopping center.
 - 3e. Monument and post ~~Freestanding~~ signs shall be directed toward the street frontage from which the area of the sign is computed.
- 5e. Projection.
 - a1. Monument and post ~~Freestanding business~~ signs shall not project over the roof of any building or structure.
 - 2b. Monument and post ~~Freestanding business~~ signs shall not project over any public right-of-way.
- f6. Movement. Monument and post ~~Freestanding business~~ signs shall not rotate, move or simulate motion in any way.
- g7. Lighting. Monument and post signs ~~Freestanding business signs~~ may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- 8h. Other requirements for monument signs.
 - 1. Sign copy shall be displayed within one sign structure. No other signage shall be attached to or placed on the monument sign.
 - 2. All electrical service to the sign shall be underground and hidden from view.
- i9. Exceptions.
 - a1. If a lot or parcel of land is a corner lot, the distances of any 2 intersecting street frontages may be combined and considered as a single frontage for the purpose of erecting and/or maintaining a single freestanding business sign adjacent to the corner formed by the intersecting street frontages, provided that:
 - a.1) The total combined distance of the 2 street frontages is 150 feet or more with no frontage less than 50 feet; and
 - b.2) No street frontage shall be used in combination as described herein more than once; and
 - c.3) Such sign or signs comply with all area, height, projection, lighting, movement, and locational requirements established elsewhere in this title.

2**b**. If any application for Director's Review, including a site plan and an architectural sketch of the proposed sign, is first submitted to and approved by the Director as provided in Article VI of Chapter 17.32, the street frontages of 2 or more contiguous lots or parcels of land may be combined and considered as a single frontage for the purpose of jointly erecting and/or maintaining one freestanding business sign, provided that:

a.~~1~~) The combined street frontage is 150 feet or more; and

~~2~~b.) Such lots or parcels of land share a common street frontage; and

~~3~~c.) Such sign complies with all area, height, projection, lighting, movement and locational requirements established elsewhere in this title; and

4)d.) If one such lot is a corner lot, only frontage along the street common to all lots or parcels of land so combined shall be used in these computations and all other frontages shall be considered separately.

3. If an application for Director's Review, including a site plan and an architectural sketch of the proposed sign, is first submitted to and approved by the Director as provided in Article VI of Chapter 17.32, one monument sign 42 inches or less in height may be erected and/or maintained on a lot or parcel of land having less than 150 feet of continuous street frontage. However if a monument sign greater than 42 inches in height or a post sign is desired by the applicant the Director, in approving any such application shall make the following findings in addition to those specified in Section 17.32.790:

a.~~1~~) That no freestanding business sign currently exists on the subject property; and

b.~~2~~) That it is not practical for the applicant to combine the street frontage of said property with the frontage of one or more contiguous properties in order to comply with the minimum frontage requirement pursuant to subsection B.1. of this section; and

c.~~3~~) That surrounding buildings, structures or topographical features would substantially obstruct the visibility of a wall sign as permitted by this section for a distance of 100 feet, on one or both sides of such sign, measured along the center line of the street upon which such property fronts; and

d.~~4~~) That the requested sign is necessary for the effective identification of businesses located on said premises; and

e.~~5~~) That the requested sign will not obscure or significantly detract from existing legal signing located on surrounding properties; and

f.~~6~~) That the requested sign does not constitute a detriment to public health, safety and welfare; and

g.~~7~~) That the requested sign is in compliance with all other provisions of this title.

4e. If the obstruction referred to in subsection B.9.c.3) of this section is a nonconforming sign, the Director shall require, as a condition of approval, that

the proposed sign be removed no later than the date specified by this title for removal of the nonconforming sign. Such date for removal shall not be extended except in the instance where the amortization period for said nonconforming sign has been extended by the approval of an application for nonconforming use and structure review. In such instance, the new removal date shall not extend beyond the new amortization period established for said nonconforming sign.

The maximum permitted area of such sign shall be in the following ratio:

- a. ~~1)~~ On lots or parcels where the street frontage abuts or is across a local or collector street from residentially zoned property, ½ square foot of sign area for each foot of street frontage up to a maximum of 50 square feet total sign area; and
 - 2) ~~b.~~ On all other lots or parcels, 1½ square feet of sign area for each foot of street frontage up to a maximum of 150 square feet total sign area.
- 5e. Proposals for shopping centers of more than 2 net acres but no greater than 10 net acres shall require the submittal of an overall sign program which is subject to the Director's Review and approval. Shopping centers of greater than 10 net acres in size shall require an overall sign program as a condition of the required conditional use permit.

2. Pole and Pylon Signs. Pole and Pylon Signs shall comply with the following standards:

- a. Number. One sign for each site with a minimum of 150 feet of frontage on a major arterial.
- b. Height. Maximum of 50 feet. For signs over 50 feet in height a Conditional Use Permit shall apply per Section 17.12.080(j).
- c. Location. Signs shall be located a minimum of 15 feet from interior side lot lines. Criteria for determining the precise location of signs shall include, but not limited to, visibility from the street, proximity to other signs and buildings, frontage and configuration of the site. Each sign shall a minimum of 100 square feet of landscaped planter area proportionally surrounding the sign, which shall be in addition to any other required landscaped area.
- d. Street Address. All signs shall contain a street address.
- e. Design Guidelines. Signs permitted per this section shall comply with any sign design guidelines that may be adopted by the City or as may be determined by the Director.
- f. Design Review. All signs shall be reviewed and approved or conditionally approved with a Director's Review or Conditional Use Permit. Factors that the Director or Commission will consider include, but are not limited to the following:
 - 1. That the sign does not interfere with the ability of adjoining properties or uses to have visible signage;
 - 2. That the sign does not detract from architectural features of the building; and

3. That the sign does not interfere with vehicular or pedestrian movement or with visibility for vehicular or pedestrian movements.

- C. Under Marquee Sign. Each business establishment may be permitted under marquee signs subject to the following restrictions:
1. Area permitted: Maximum of 3 square feet total sign area.
 2. Number permitted:
 - a. Maximum of 2 per tenant; and
 - b. One for each entrance.
 3. Height above sidewalk: Shall not be less than 8 feet.
 4. Lighting. Under marquee signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- D. Window Signs. Each business establishment may be permitted display window signs subject to the following restrictions:
1. Area permitted: Maximum of 25% of the window area.
 2. Lighting. Window signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- E. Incidental Business Signs. Each business establishment may be permitted incidental business signs provided:
1. That such signs are wall signs or window signs or are displayed within an existing freestanding sign structure; and
 2. That such signs do not exceed 3 square feet in sign area or 6 square feet in total sign area; and
 3. That the sum of the sign areas of all such signs does not exceed 10 square feet.
 4. Incidental business signs may be internally or externally lighted but any continuous or sequential flashing operation is prohibited.

(Ord. 711 § 15 (part), 1995: prior zoning ord. § 221.063)

17.12.640 - Property development regulations.

A. General.

1. No new building or commercial coach shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section or Article X of Chapter 17.40 which are pertinent to its placement of said lot or parcel.
2. No existing building or commercial coach located on an existing legal lot or parcel of land shall be converted, enlarged or moved unless said building or commercial coach, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created, or any building, or portion thereof, existing on such new lot be used unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section which are pertinent to the area and dimensions for new lots and those regulations pertinent to the placement or location of buildings on said lot.

B. H Zone.

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)
 - a. Minimum lot area: 40,000 square feet (see Sections 17.40.070 and 17.40.080 in the event public use or required street dedication would reduce the net area of an existing lot to less than 40,000 square feet);
 - b. Minimum lot width: 100 feet (see Section 17.40.090A in the event the width of an existing lot is reduced by public use);
 - c. Minimum lot depth: 100 feet (see Section 17.40.090B in the event the depth of an existing lot is reduced by public use).
2. Yard Requirements.
 - a. Additions or modifications to buildings or uses, either constructed or having received building permit approval, or having been legally established prior to June 15, 1983, may be allowed with yards of lesser dimension than required in this subsection where, in the opinion of the Director, allowing less than full compliance with the yard requirements would impose no substantial detriment to abutting property or improvements thereon. The Director shall then also consider if:
 - 1) There are special circumstances or exceptional characteristics applicable to the property involved which are not generally applicable to other properties in the same vicinity with the same zoning,

- 2) An adjustment (if authorized) will constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning, and
 - 3) The strict application of the yard requirements would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the yard requirements, in rendering a decision on whether to allow a reduction of the required yard. In no case shall the Director's approval of the reduction of a required yard relieve the applicant/property owner from complying with minimum landscape requirements established by this title unless such relief is specifically approved by the Director. (See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.)
- b. Yards shall be provided as follows:
- 1) Front yard, street side yard and interior side yard: 20 feet plus 5 feet for each story over one. No parking shall take place within 20 feet of a property line within a required front or street side yard, such area shall be fully landscaped except where crossed by approved driveways. Parking on lawns or other landscaped areas is prohibited.
 - a) The front yard, street side yard and interior side yard of all uses shall be landscaped with living plant materials such as trees, shrubs and lawn prior to occupancy by any use, shall be served by a permanent automatic irrigation system and shall be maintained as required in this title.
 - 2) Rear yard:* 50 feet.
 - a) Where the rear yard abuts a public street, said yard shall be landscaped in the same manner as required for the front yard for a distance of not less than 20 feet, measured from the street right-of-way line to a line parallel to the right-of-way on the lot or parcel of land.
3. Maximum lot coverage: 50% of the lot area.
4. Landscaping: No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot.
- * EXCEPTION: Solar energy systems are permitted in rear yards and are not counted against lot coverage.

5. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:

1. Locate trash enclosures away from view, from primary entrances drive or streets;
2. Design the trash enclosure to be a minimum of 165 square feet;
3. Accommodate source separation of recyclable materials in accordance with State requirements;
4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and

5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

-(Ord. 711 § 44 (part), 1995; Ord. 651 § 4 (part), 1993; prior zoning ord. § 224.050)

17.12.800 - Property development regulations.

A. General.

1. No new building shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or temporary commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
2. No existing building or temporary commercial coach located on an existing legal lot or parcel of land shall be converted, enlarged, or moved unless said building, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created or any building, or portion thereof, existing on such new lot be used, unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, which are pertinent to the area and dimensions for new lots and those regulations pertinent to the placement or location of buildings on said lot.

B. OP Zone. Wherever property is designated as an OP zone on the zoning map the following regulations shall apply:

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)

	Minimum	Minimum	Minimum
Zone	Lot Area	Lot Width*	Lot Depth
OP	10,000 sq. ft.	80 ft.	100 ft.

* Also denotes minimum street frontage.

See Section 17.40.070, 17.40.080, 17.40.090 A or 17.40.090B in the event public use or required street dedication would reduce the net lot area, lot width, or lot depth of an existing lot to less than the required minimum.

2. Setbacks, building placement, and building design shall be provided as follows. Guidance in the application of these requirements is provided by adopted city design guidelines and various diagrams contained within this code:
 - a. Street Frontages.

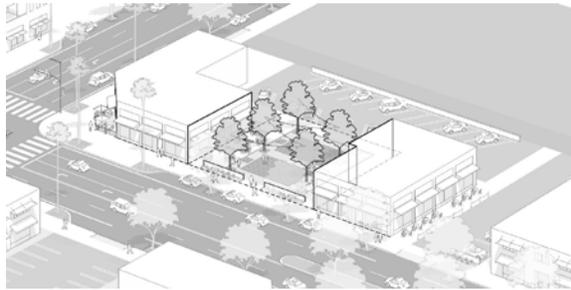
- 1) Street Frontage-Build-To Line. A "build-to" line for street frontages is established as follows. This "build-to" line shall apply to all street frontages adjacent to a property where pedestrian or vehicular access is available from that frontage:
 - a) Arterial Street: Zero (0) to twelve (12) feet.
 - b) All Other Streets: Zero (0) to six (6) feet.
- 2) Building Placement. Except as provided in Section 17.12.800.B.2.a.3), building placement on a property shall comply with the following requirements.
 - a) New buildings, or additions to existing buildings, shall be designed and located so that a minimum of fifty (50) percent of the street frontage(s) has buildings located at the established "build-to" line for the parcel.
 - b) Vehicular driveways and parking areas shall not be located between the façade of a building located at the "build-to" line and the back of the public sidewalk.
 - c) In areas of the site where buildings are not located at the established "build-to" line, a minimum landscaped area of ten (10) feet in width shall be provided from the back of the sidewalk to any parking area. Such width may be reduced by the approving authority where a parkway design is used to separate the sidewalk from the street curb. Landscaping installation and maintenance shall be in accordance with the requirements of Chapter 8.50.



Example of Building Placement at Build-To Line for 50% of Street Frontage
Diagram Courtesy of Sargent Town Planning

- 3) Exceptions to Building Placement Requirements. Exceptions to the requirement for building placement established in subsection may be granted by the approval authority in the following circumstances:
 - a) In the case of a commercial center, an exception may be granted where a major tenant requires a specific dimension for a "view corridor" from the adjacent street
 - b) On a corner lot situation, an exception may be granted to reduce the minimum fifty (50) percent requirement on one of the frontages where another frontage exceeds the minimum requirement and the overall intent of the build to line requirement is met.
 - c) Where people-oriented activity areas, such as outdoor dining locations, are provided at the build-to line and designed in such a way as to meet the intent of the "build-to" line, an exception may be granted.

- d) Where a drive-through lane is provided between the building and the "build-to line", an exception may be granted if the building provides, as required in Section 17.12.800.B.2.b, sufficient design features facing the street frontage(s).



Example of Placement of Outdoor Activity Areas Along Street Frontage at Build-To Line
Diagram Courtesy of Sargent Town Planning

- b. Building Design Requirements. All buildings located entirely or partially at the "build-to" line shall meet the requirements as stated below. Determination of the appropriate building design elements shall be guided by Section 17.12.230 and the adopted city design guidelines.
- 1) Building Façades facing Street Frontage(s).
 - a) Buildings shall generally be oriented so that the rear of the building does not directly face the adjacent street frontage(s). The approving authority may approve an exception to this where sufficient design elements, including but not limited to building fenestration, building materials, pedestrian access points into and through the building, and other techniques are provided to meet the design intent of the code.
 - b) Design of building façades facing a street shall provide the appearance of a storefront. Design elements may include arcades, patios, awnings, and overhangs as appropriate to enhance appearance and use of the space.
 - 2) Public Entrances.
 - a) Except as provided under subsection ii below, all buildings located entirely or partially at the "build-to" line shall have a public entrance directly facing the street frontage, and provide direct pedestrian access to the entrance from the adjacent street frontage.
 - b) A public entrance may be located on the side of a building not directly facing a street frontage provided that the entrance is clearly visible to people from the adjacent street, direct public access is provided, and the building façade directly facing the street has sufficient fenestration and other design elements and treatment to create a visible connection with that street frontage.



Building Entrance and Treatment for Side-On Design
Diagram Courtesy of Sargent Town Planning

- c. Interior side yard and rear yard: Ten (10) feet where ~~the~~ abutting a residential zone. ~~OP zone abuts property in an RR zone, the required yard may be increased at the discretion of the approving authority in order to mitigate any potentially adverse effect on neighboring residents.~~
3. Height. The height of buildings and structures shall comply with the following:
 - a. No building or structure in the OP zone shall exceed a height of 50 feet. This section does not apply to conditional use permit uses which shall be subject to Article I of Chapter 17.32. (See Article XII of Chapter 17.40 for general exceptions.)
 - b. No building in the OP zone which is within 100 feet of any RR, SRR or R zone shall exceed a height of 2 stories or 35 feet, whichever is less.
 - c. No building may be constructed which would shade any existing active solar energy system on adjoining property without the consent of the affected property owner. (See subsection one in the definition of solar energy system in Section 17.04.240.)
 - d. Exceptions for Solar Systems. Solar collectors may exceed the height limit when mounted on the roof of a legal, conforming building. The right to exceed the height limit shall be exercised only in the event that: there is no other practical means or location for achieving an efficient placement on the building or site in question; such collectors may exceed the height limit only to the extent necessary to achieve efficient placement; in no case shall such solar collectors (or related equipment) encroach more than 5 feet beyond the limit. Also the placement of a solar collector shall not shade or otherwise diminish the efficiency of existing solar collectors on neighboring property, or preclude such property from sufficient solar access to successfully operate a solar energy system sufficient to serve the needs of the business or occupants.
 4. Maximum floor area ratio (FAR): 0.75. (See definition in Section 17.04.240.)
 5. Landscaping. Plant materials used in landscaping shall include drought-tolerant species and the landscaping shall be designed to minimize water usage and prevent runoff. No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot. All landscaped areas shall conform to Title 8, Chapter 8.50, Landscaping Installation and Maintenance of the Lancaster Municipal Code. All landscaping shall be completed prior to occupancy by any use and shall be maintained as defined in this title.
 6. Outside Storage and Display. All outside storage and display is prohibited with the exception of the following:

- a. Parking lots;
 - b. Signs, existing outdoor advertising.
7. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
1. Locate trash enclosures away from view, from primary entrances drive or streets;
 2. Design the trash enclosure to be a minimum of 165 square feet;
 3. Accommodate source separation of recyclable materials in accordance with State requirements;
 4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and
 5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

(Ord. 711 § 43 (part), 1995; prior zoning ord. § 225.050)

(Ord. No. 907, § 5, 10-28-2008; [Ord. No. 1028, § 2, 7-11-2017](#))

17.16 - INDUSTRIAL ZONES

Article I. - In General

17.16.010 - In general.

As used in this title, "industrial zones" means the LI, ~~MI~~, HI and BP zones.

(Prior zoning ord. § 240.000)

17.16.020 - Purpose and intent.

The purpose and intent of the I zones is to provide the means necessary to implement the city of Lancaster general plan, specifically:

A. The LI zone implements the "light industry" category;

~~B. The MI zone implements the "medium industry" category; and~~

C. The HI zone implements the "heavy industry" category; as set forth in the text of the general plan and as delineated on the general plan map. These zones are intended to be in accordance with applicable goals, objectives, policies and actions set forth by the plan. These zones are intended to allow the development of industrial uses thereby providing for the industrial and employment needs of the city and adjoining areas and business in an urban environment with full urban services.

It shall also be the intent of this zone to apply the provisions of this zone including but not limited to the property development regulations required herein to all new building lots created after the effective date of the ordinance codified in this title.

It shall not be the intent of this title to render previously legally created building lots or legally constructed buildings which do not comply with the new property development regulations or other requirements of this title to be nonconforming where these lots or buildings complied with the ordinances in effect at the time of their creation or construction. However, proof of compliance with ordinances in effect at the time of creation or construction shall be the sole burden of the applicant or property owner. Such proof may include building permits, minutes of council or commission action, case files, or other documentation.

(Prior zoning ord. § 241 .010)

17.16.030 - Prohibition.

A person shall not use any premises in the LI, ~~MI~~ or HI zones except as hereafter permitted in this title and subject to all regulations and conditions enumerated in this title.

(Prior zoning ord. § 241.020)

17.16.040 - Permitted uses—I zones.

The permitted uses of the I zones are grouped into categories of similar uses rather than exhaustive lists of single uses. Extensive examples are given for purposes of clarifying the types of uses allowed by

each category. The following categories of uses are permitted in all of the I zones except where specific references limiting certain uses to the LI, ~~MI~~ or HI zones are made. All uses are subject to any stated exceptions, development requirements, and approval of a site plan as follows:

- A. Existing Residential Uses. Such uses may continue to be used as a permitted use provided that such uses may not be expanded by a cumulative total of more than 500 square feet of floor area and comply with Article VII of Chapter 17.32.
- B. Commercial Uses.
 1. Existing Nonconforming Commercial Uses. Such uses may continue to be used as a permitted use provided that such uses may not be expanded beyond their ability to meet current parking requirements, and design and performance standards related to the expansion, on their existing site.
 2. Existing Conforming and New Commercial Uses. Such uses shall include, but not be limited to permitted uses within the Commercial zone under Section 17.12.040, unless specifically addressed within the I zones ~~animal hospital (veterinarian), answering service, banks, barber and beauty shops, dry cleaning, equipment rental, insurance, medical and dental offices, mobilehome sales, office supplies, real estate, restaurants, and similar uses, which are primarily intended to provide goods and services to the businesses and employees which are located or expected to locate within the zone.~~ Uses which meet the definition of an alcohol sales establishment as contained in Section 17.42.020 shall be required to obtain a conditional use permit, ~~except as otherwise noted under Section 17.16.060.~~
- C. Aircraft-Related Uses. This category includes but is not limited to the manufacture, storage, maintenance, repair or overhaul of aircraft or missile components, parts, accessories, equipment and power plants and is permitted only in the HI zone.
- D. Automobile, Boat, Equipment, Motorcycle, Truck, Tractor, Sales, Service, Repair, Accessories and Parts. This category includes but is not limited to motor vehicle dealerships including recreational vehicles, auto parts stores: tires, batteries and accessory stores; body and frame shops, auto upholstery shops, brake shops, car wash, muffler shops, radiator shops, repair shops, service stations, and similar uses. All repair activities within the LI zone shall be conducted within an enclosed building. Auto service and repair uses, body and frame shops, heavy equipment repair and tire sales on lots within 300 feet of residentially zoned property shall be required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the Director.

This category does not include automobile impound yards (See Section 17.16.060), automobile wrecking yards, or salvage operations, (See subsection E of this section.)
- E. Automobile Dismantling Yards, Scrap Metal Processing Yards, and Similar Metal Salvage Operations. This category includes but is not limited to automobile impound yards, automobile wrecking, metal salvage operations, and junk and salvage operations. All uses in this category shall be permitted only in the HI zone. Any such use in this category on lots within 300 feet of residentially zoned property shall be conducted within an enclosed building and required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the Director. (See subsection A.10. or 15. of Section 17.16.220, as applicable.)

This category does not include recycling facilities as defined in this title or the smelting of metals. (See Section 17.16.070.)

- F. Building Trades and Related Uses. This category includes, but is not limited to appliance sales, blueprint services, building supplies, cabinet making, carpenter shop, contractor equipment yard, electricians and electrical supply, engineers and surveyors, fence contractors, glass stores, janitorial service and supply, landscape materials (including nurseries), lumber yards, pool contractors, plumbing sales, spa sales, truss manufacturing, wood stove sales and similar uses. Batch plants and concrete transit mix uses shall be permitted only in the HI zone provided that batch plants and concrete transit mix uses within 300 feet of residentially zoned property shall be required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the [Director](#). (See Section 17.16.220.A.10. [and Section 17.16.220.B](#))

- G. Communication Facilities and Services, Public and Private. This category includes but is not limited to communications equipment, duplicating, lithographers, microwave stations, photocopying, photo engravers, printers or publishers, radio and television broadcast studios, telegraph offices, telephone repeater stations, tourist information centers, and similar uses.

This category does not include radio and television transmission towers or wireless telecommunication facilities. (See Section 17.40.640).

- H. Food Manufacturing, Processing, Wholesale Sales and Storage. This category includes but is not limited to bottling plants, breweries, coffee roasting, dairy products, dextrine manufacturing, fruit and produce, malt products, meat processing, oleomargarine, sodium glutamate, soft drinks, vitamin tablets, ~~wineries,~~ and similar uses. All such uses within the LI zone shall be conducted within an enclosed building.

This category does not include dairies, lard manufacturing, pickles, sausage, sauerkraut, slaughter houses, distillation of vinegar, or the canning of other fish or meats and similar uses. (See Section 17.16.070.)

- I. Manufacturing—General. This category includes but is not limited to assembly plants, automotive, beds and bedding manufacturing, billboards, bone products, building materials, brushes, ceramics, clay and cement products, doors, drugs, dry goods, electric and electronic products, felt, fiberglass, fur products, furniture, glass, hair products, heating equipment, jewelry, leather products, machine shops, mobilehomes and factory-built housing, paper products, plastic products, recreational vehicles, springs, starch, stone products, textiles, tobacco products, tools, uses which manufacture products from recycled materials, welding, wood products, wool and woolen products, wrought iron and similar manufacturing uses. All such uses within the LI zone shall be conducted within an enclosed building. Any such use in this category on lots within 300 feet of residentially zoned property shall be required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the [Director](#). (See Section 17.16.220A.10. [and Section 17.16.220.B](#))

This category does not include cement manufacturing, explosives, foundries, paper manufacturing, manufacturing of plastics, or tanning of animal hides. (See Section 17.16.070.)

- J. Public Safety Facilities and Services. This category includes but is not limited to ambulance service, fire stations, highway patrol stations, municipal maintenance yards, police stations, and similar uses.
- K. Public Services and Utilities. This category includes but is not limited to the following uses:
1. Electric transmission substations including microwave facilities used in conjunction therewith;
 2. Gas Distribution Depots. This use is permitted in the ~~MI and~~ HI zones only;
 3. Publicly owned uses necessary to the maintenance of the public health, convenience or general welfare, including federal, state, county, city, or special district offices, libraries and court facilities;
 4. Public utility service yards;
 5. Water reservoirs, dams, treatment plants, gauging stations, pumping stations, tanks, wells, and any use normal and appurtenant to the storage and distribution of water. Exception: This use is not subject to site plan review (Section 17.16.120).
- L. Recycling Facilities. This category includes but is not limited to reverse vending machines, small and large collection facilities and light processing facilities. Heavy processing facilities shall be permitted in the HI zone only. All uses in this category are subject to the criteria and standards of Section 17.40.~~290300~~. (See definitions in Section 17.04.240.) This category also includes uses which reuse recyclable materials.
- M. Rental Establishments. This category includes, but is not limited to, automobile, clothing, equipment (including heavy equipment in the ~~MI and~~ HI zones), furniture, hospital equipment, recreational vehicles, and similar rentals.
- N. Repair Services. This category includes but is not limited to appliance repair, gunsmiths; heating, refrigeration, and air conditioning repair; jewelry repair, locksmiths, shoe repair, watch repair, and similar repair services.
- O. Research and Development. This category includes but is not limited to laboratories and facilities for scientific research, development and testing including administrative offices.
- This category does not include the development and testing of hazardous materials, biological or chemical warfare agents, or explosives. (See Section 17.16.070.)
- P. Schools—Specialized Training. This category includes but is not limited to manual training, shop work, or the repair and maintenance of machinery or mechanical equipment.
- This category does not include business and professional schools [see Section 17.16.060](#) as ~~identified (in Section 17.12.040) in the C zone.~~
- Q. —Sexually Oriented Businesses. This category includes but is not limited to adult bookstores, adult motels, adult motion picture theaters, adult theaters, adult cabarets, escort agencies, massage parlors, semi-nude model studios, and similar uses subject to the requirements of Ordinance No. 619 and is permitted only in the HI zone. (See Article IV of Chapter 17.16.)
- R. Warehousing, Wholesaling and Storage. This category includes but is not limited to cold storage distributors, ministorage warehouse, moving van and storage, truck terminals, and warehouses. (See Section 17.16.220.A.10.)

- S. Water reservoirs, dams, treatment plants, gauging stations, pumping stations, tanks, wells, and any use normal and appurtenant to the storage and distribution of water. Exception: This use is not subject to site plan review. (Section 17.16.120.)
- T. Other Uses. This category includes those uses which do not fall into any other category, and are not temporary uses, uses subject to ~~D~~director's ~~R~~review, or uses subject to permit in this zone, which ~~in the opinion of the D~~director ~~deems the use are~~ consistent with the purpose and intent of this zone and similar to other uses permitted herein.

(Ord. 896 § 1 (Exh. A § 22), 2008; Ord. 793 § 1 (Exh. A), 2001; Ord. 753 § 1 (Exh. A § 3 (part)), 1999; Ord. 711 §§ 30 (part), 32, 1995; prior zoning ord. § 241.021)

17.16.050 - Accessory and temporary uses.

A. The following uses are considered as accessory uses to the permitted uses in the I zones:

1. Accessory buildings and structures customarily used in conjunction therewith.

- a. Cargo containers may be used as accessory buildings and structures in the I zones, subject to the following:
 - 1) Containers shall meet the applicable front yard, side yard, and rear yard requirements contained in Section 17.16.130.B.2.
 - 2) Containers shall only be used for incidental uses that are permissible in the zone.
 - 3) Containers shall not be stacked on top of each other or on any other structure.
 - 4) Containers shall not encroach upon, block, obstruct, or reduce in any manner any required exits, windows or vent shafts of structures, or any required parking spaces, driveways, private streets, or public rights of way.
 - 5) Containers shall not be used for human habitation or occupied by individuals for any reason.
 - 6) Containers shall not have any electrical, plumbing, heating or air conditioning installations or systems, and shall not be connected to a power source.
 - 7) Refuse, garbage, trash and debris, as well as hazardous substances, as defined by state or federal law, shall not be placed or stored in, against, on, or under a cargo container at any time.
 - 8) Containers shall require a container permit. The number and location of cargo containers used as accessory buildings or structures in the I zones shall be subject to the review and prior written approval of the ~~D~~directors ~~of planning and housing and neighborhood revitalization~~, or their duly authorized representatives. Upon such approval, compliance with all conditions of approval, and payment of a container permit fee in an amount established by city council, a container permit shall be issued.

B. The following uses are considered as temporary uses in the I zones:

- 1. The placement and use of a temporary office in conjunction with a construction or development project undertaken pursuant to an active building permit. A temporary office shall be placed on the lot or parcel which is part of the project, or on property adjoining the

construction or development site with the written consent of the property owner. The placement of a temporary office shall not occur until the building permit is obtained. The temporary office shall be removed within thirty (30) days after the permit is expired, revoked, or finalized.

2. Commercial coaches used as temporary offices subject to the provisions of Article X of Chapter 17.40 and this zone. ~~ml1; 3. a.~~
 - b. Cargo containers may be used for the temporary construction storage described in (a) of this subsection. A cargo container approved pursuant to this subsection shall not require a separate permit. The number and location of cargo containers used for temporary construction storage shall be subject to the review and prior written approval of the building official and ~~D~~irectors of planning and housing and neighborhood revitalization or their duly authorized representatives. Application for approval of cargo containers for temporary construction storage shall be made on a city-approved form and shall indicate the number of the building permit obtained for the construction or development project for which the temporary construction storage is requested, the size of each cargo container, the proposed location of each container on the property, and the date on which each container shall be placed on the property.
 - c. The time period for which a cargo container may be used for temporary construction storage is limited to the time when the building permit is active. An active building permit means one that has not expired, been revoked, or been finalized. Cargo containers used for temporary construction storage shall be removed from the property within thirty (30) calendar days of the expiration, revocation or finalization of a building permit.
 - d. Cargo containers used for temporary construction storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
 - e. Cargo containers used for temporary construction storage shall conform to the following standards:
 - 1) Cargo containers shall be set back a minimum of five feet from any property line and a minimum of ten (10) feet from any structure.
 - 2) Cargo containers shall not be stacked on top of each other or on any other structure.
 - 3) Cargo containers shall not encroach upon, block, obstruct, or reduce in any manner any required exits, windows or vent shafts of structures, or any parking spaces, driveways, private streets, or public rights of way.
 - 4) Cargo containers shall not be used for human habitation or occupied by individuals for any reason.
 - 5) Cargo containers shall not have any electrical, plumbing, heating or air conditioning installations or systems, and shall not be connected to a power source.
 - 6) Refuse, garbage, trash and debris, as well as hazardous substances, as defined by state or federal law, shall not be placed or stored in, against, on, or under a cargo container at any time. ~~ml1; 4. a.~~
 - b. The number and location of cargo containers used for temporary industrial storage shall be subject to the review and prior written approval of the building official and ~~D~~irector s of planning and housing and neighborhood revitalization or their duly authorized

representatives. A cargo container approved under this subsection shall not require a separate permit. Application for approval of cargo containers for temporary industrial storage shall be made on a city-approved form and shall indicate the number of the building permit obtained for the repair, remodeling, alteration or other work for which the temporary industrial storage is requested, the size of each cargo container, the proposed location of each container on the property, and the date on which each container shall be placed on the property.

- c. The time period for which a cargo container may be used for temporary industrial storage is limited to the time when the building permit is active. An active building permit means one that has not expired, been revoked, or been finalized. Cargo containers used for temporary industrial storage shall be removed from the property within thirty (30) calendar days of the expiration, revocation or finalization of a building permit.
- d. Cargo containers used for temporary industrial storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
- e. Cargo containers used for temporary industrial storage shall conform to the standards set forth in Section 17.16.050.B.3.e. ~~ml1; 5. a.~~
- b. Cargo containers used for emergency industrial storage shall require a container permit. The number and location of cargo containers used for emergency industrial storage shall be subject to the review and prior written approval of the ~~d~~Director ~~s of planning and housing and neighborhood revitalization~~ or their duly authorized representatives. Upon such approval, and payment of a container permit fee in an amount established by city council, a container permit shall be issued.
- c. Cargo containers may be used for emergency industrial storage for a period not to exceed fifteen (15) calendar days. This use may be extended for an additional ten (10) calendar days upon the prior written approval of the Directors ~~of planning and housing and neighborhood revitalization~~.
- d. Cargo containers used for emergency industrial storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
- e. Cargo containers used for emergency industrial storage shall conform to the standards set forth in Section 17.16.050.B.3.e. ~~ml1; 6. a.~~
- b. Cargo containers used for relocation storage shall require a container permit. The number and location of cargo containers used for relocation storage shall be subject to the review and prior written approval of the Directors ~~of planning and housing and neighborhood revitalization~~ or their duly authorized representatives. Upon such approval, and payment of a container permit fee in an amount established by city council, a container permit shall be issued.
- c. Cargo containers may be used for relocation storage for a period not to exceed fifteen (15) calendar days. This use may be extended for an additional ten (10) calendar days upon the prior written approval of the Directors ~~of planning and housing and neighborhood revitalization~~.
- d. Cargo containers used for relocation storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.

- e. Cargo containers used for relocation storage shall conform to the standards set forth in Section 17.16.050.B.3.e., except as provided in f. of this subsection.
 - f. Cargo containers used for relocation storage may be placed in parking lots so long as they do not reduce the number of required parking spaces.
- C. Electric Vehicle Charging Station. An electric vehicle charging station (EVCS) shall be permitted as an accessory use within any existing legal single-family or multiple-family residential garage or carport, or within any existing legal commercial parking space in a parking lot or in a parking garage, subject to all applicable city code requirements and the following:
- 1. Electric vehicle charging stations (EVCS) for public use shall be subject to the following requirements:
 - a. The EVCSs shall be located in a manner which will be easily seen by the public for informational and security purposes and shall be illuminated during evening business hours; and
 - b. Be located in desirable and convenient parking locations which will serve as an incentive for the use of electric vehicles; and
 - c. The EVCS pedestals shall be protected as necessary to prevent damage by automobiles; and
 - d. The EVCS pedestals shall be designed to minimize potential damage by vandalism and to be safe for use in inclement weather; and
 - e. Complete instructions and appropriate warnings concerning the use of the EVCS shall be posted on a sign in a prominent location on each station for use by the operator; and
 - f. One standard nonilluminated sign, not to exceed 4 square feet in area and 10 feet in height, may be posted for the purpose of identifying the location of each cluster of EVCSs; and
 - g. The EVCS may be on a timer that limits the use of the station to the normal business hours of the use(s) which it serves to preclude unauthorized use after business hours.
 - 2. Electric vehicle charging stations for private use shall:
 - a. Be located in a manner which will not allow public access to the charging station; and
 - b. Comply with subsections C.1.c., d. and e. of this section.
- D. Mini Wireless Telecommunication Facilities. This category includes all mini wireless telecommunication facilities subject to the requirements of Section 17.40.640.
- E. Cargo containers that are present on private real property, for any use or purpose, on the effective date of this section shall be removed within six months from the effective date, unless the property owner obtains the requisite approvals and permits in conjunction with accessory or temporary uses allowed in Section 17.16.050.B. and otherwise complies with all regulations pertaining to cargo containers.

This subsection does not apply to the following real property:

- 1. Real property owned, leased, rented, occupied or used by a public agency or entity;

2. Real property owned, leased, rented, occupied or used by a nonpublic or private school. For purposes of this subsection, "nonpublic school" means a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program and is certified by the California Department of Education. For purposes of this subsection, "private school" means a full-time day school that provides instruction in the several branches of study required to be taught in the public schools of the state, by persons capable of teaching, and that files an annual private school affidavit as required by the California Department of Education. For purposes of this subsection, "private school" does not include a school that provides instruction in a building used for residential purposes. A nonpublic or private school is not exempt unless it is operating in conformity with all pertinent land use and technical code regulations.

(Ord. 753 § 1 (Exh. A § 2 (part), 1999; Ord. 713 § 3 (part), 1995; prior zoning ord. § 241.023)

(Ord. No. 921, §§ 18—20, 6-9-09)

17.16.060 - Uses subject to ~~e~~Ddirector's ~~R~~rreview and approval.

If site plans and/or other pertinent information required by the ~~e~~Ddirector for the proposed use are first submitted to and approved by the ~~e~~Ddirector in accordance with Article VI of Chapter 17.32, premises in the I zones may be used for the following uses:

A. Uses subject to ~~D~~director's ~~R~~rreview in all I zones:

1. Auctions and swap meets,
2. Boarding kennels,
3. Carnivals, subject to the provisions of Chapter 9.46,
4. Schools- Business and Professional. This category includes but is not limited to art, barber, dance, music, real estate, and similar schools.
45. Christmas trees and wreaths, the sale of, between November 1st and December 25th, both dates inclusive, to the extent permitted by other statutory and ordinance provisions. Any structures, facilities and materials used for the sale of trees and wreaths shall be removed from the premises by December 31st of the same calendar year, and the property restored to a clean condition,
56. Crops, field, tree, bush, berry and row, including nursery stock, flowers and vines, provided that no sludge or biosolid material shall be applied to any land as a soil amendment. Roadside stands, retail sale of crops grown on the premises, and signs advertising products produced on the premises,
67. Day nursery, children,
78. Dwelling units, as follows:
 - a. One dwelling unit within a building on the same lot or parcel of land which is legally being used so as to require the continuous supervision of a caretaker and his immediate family, or

- b. Dwelling units within a building or premises used for agricultural purposes, which dwelling units are occupied only by persons employed on the same premises, and their immediate families, or
- c. Where subsection A.7.a. of this section permits the use of a dwelling unit for a caretaker, a mobilehome containing one dwelling unit may be used in lieu of such dwelling unit for a period not to exceed 6 consecutive months in any 12 month period. Or, if intended for a residence for up to the maximum limit of 5 years, the mobilehome shall comply with the provisions of Section 17.08.370.C for foundation systems,

~~89.~~ 99. Parking. Joint usage or leased (see Section 17.16.210.B),

~~910.~~ 910. Wild Animals. Wild animals may be temporarily used, kept or maintained for a period not to exceed:

- a. Ten days in conjunction with the lawful operation of a circus or animal exhibition, or
- b. Sixty days where used in motion picture and television production, except that the ~~d~~Director ~~may~~, where he finds that such extension is consistent with the intent of this section and neither detrimental to the public welfare or to the property of other persons located in the vicinity thereof, extend such time period for not to exceed 30 additional days, and
- c. Provided said animals are used, kept, or maintained pursuant to and in compliance with, all regulations of the city of Lancaster and the Los Angeles County department of animal control,

~~1011.~~ 1011. Minor co-located and stealth wireless telecommunication facilities subject to the requirements of Section 17.60.640,

~~11. Wine tasting establishment, including dining and sales associated with such operation, operated under a Type 02 liquor license issued by State ABC. In approving such use, the director may impose conditions of operation as provided in Chapter 17.42, except that distance separation requirements shall not be mandatory,~~

~~12. Temporary alcohol sales, subject to the requirements of Section 17.42.140,~~

~~1312.~~ 1312. Solar electrical generating plants only, in the HI zone. (Note: All other electrical generating plants require a conditional use permit in the HI zone; see Section 17.16.070C.1);

~~1413.~~ 1413. Small wind energy systems (co-located), subject to the requirements of section 17.40.690;

~~1514.~~ 1514. Emergency shelters, only in the LI zone.

15. Entertainment and Recreation. This category includes, but is not limited to bowling alleys, golf driving ranges, shooting ranges, video game arcades, and similar uses. This shall not include dance halls, pool halls and night clubs (see section 17.16.070.A.5)

~~B. Uses subject to director's review only in the MI zone:~~

~~1. Automobile impound yards;~~

~~CB.~~ CB. Uses subject to Director's Review only in the HI zone:

1. Crushing of used asphalt or concrete, rock, or other materials for use as an aggregate.
2. Major wireless telecommunication facilities located more than 1,000 feet from residentially zoned property, subject to the requirements of Section 17.40.640. Facilities located within 1,000 feet of residentially zoned property shall be subject to a conditional use permit (see Section 17.16.070.A.4).

C. Other Uses. Uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in these zones shall be subject to interpretation of the Director.

(Ord. 898 § 2, 2008; Ord. 896 § 1 (Exh. A § 23), 2008; Ord. 758 § 1 (Exh. A § 4 (part)), 1999; Ord. 753 § 1 (Exh. A §§ 7, 8), 1999; prior zoning ord. § 241.024)

(Ord. No. 941, § 1, 2-9-2010; Ord. No. 989, § 6, 4-9-2013; Ord. No. 999, § 6, 8-26-2014)

17.16.070 - Uses subject to conditional use permits.

The uses subject to permit in the I zones are grouped into categories of similar uses rather than exhaustive lists of single uses. Extensive examples are given for purposes of clarifying the types of uses in each category. The following categories of uses may be permitted in the I zones provided a conditional use permit has first been obtained as provided in Article I of Chapter 17.16, and while such permit is in full force and effect in conformity with conditions of such permit for:

A. Uses subject to permits in all I zones:

1. Alcohol sales establishments as defined in and subject to the requirements of Section 17.42.020, including:
 - a. Incidental off-site alcohol sales establishment,
 - b. Incidental on-site alcohol sales establishment,
 - c. Primary off-site alcohol sales establishment,
 - d. Primary on-site alcohol sales establishment,
 - e. Bona fide restaurant,
 - f. Liquor store,
 - g. Mini-mart with alcohol sales,
 - h. Nightclub with alcohol sales,
 - i. Temporary Alcohol Sales;
 - j. Wine-tasting establishment.
2. Radio and television transmission towers,
3. Research and Development. This category includes but is not limited to laboratories and facilities for scientific research, development and testing including administrative offices involving the use of hazardous materials. Agricultural and biological research involving sludge or biosolid material shall be conducted only within an enclosed building or suitable containment vessel.

This category does not include the development and testing of biological or chemical warfare agents or explosives;

4. Major Wireless Telecommunication Facilities. This category includes all major wireless telecommunication facilities in the LI zone and major wireless telecommunication facilities in the HI zone within 1,000 feet of residentially zoned property subject to the requirements of Section 17.40.640. Co-located and stealth communication facilities are subject only to Director's Review and shall not require a conditional use permit;
5. Mini-marts, Pool Halls, Dance Halls, and Nightclubs without alcohol.

6. Churches

~~B.~~ Uses subject to permits only in the MI zone:

- ~~1. Recycling Facilities. This category includes only heavy processing facilities,~~
- ~~2. Storage. This category includes only rock and gravel storage in excess of 2,000 tons;~~

~~CB.~~ Uses subject to permits in the ~~MI and~~ HI zones:

1. Electrical generating plants, all types except solar (see Section 17.16.060A.13),
2. Storage. This category is limited to the following:
 - a. Gas, above ground storage in excess of 500,000 cubic feet,
 - b. Storage of oil, gasoline or petroleum products in any quantity exceeding 100,000 gallons,
3. Waste Disposal. This category is limited to waste disposal facilities as defined in Section 17.04.240;

~~DC.~~ Uses subject to permits only in the HI zone:

1. Agricultural Related Uses. This category includes but is not limited to cattle sales yards, dairies, hog ranches and livestock feed yards; provided that, no sludge or biosolid material shall be applied to any land as a soil amendment,
2. Chemical Manufacturing. This category includes but is not limited to the manufacture of: ammonia, asphalt, caustic soda, celluloid, cellulose, chlorine gas, coal tar products, creosote, fertilizers, glue, guncotton, gypsum, hydrocyanic acid products, lime, phenol, plastics, potash, pyroxylin products, size, soda ash, synthetic ammonia, and similar uses. All uses in this category will be subjected to close scrutiny in terms of the relative safety of such uses and their potential effects on the community with emphasis on their impact on odor and air quality in general; specifically their handling of hazardous materials and waste.

This category does not include the manufacturing of food,

3. Food Manufacturing, Processing, Sale and Storage. This category is limited to the following food products: canning of fish or meat, fat rendering, gelatin, lard, meat packing, pickles, sausage, sauerkraut, slaughterhouses, tallow and vinegar,
4. Hazardous Waste Facility. This category is subject to the provisions of Article VII of Chapter 17.40,

5. Manufacturing—General. This category is limited to the following: explosives, smelting and casting of metals, paper manufacturing, plastic manufacturing or tanning of animal hides,
6. Pest control;

D.E. Uses subject permits to the LI and HI zones: College or university campuses.

E. Other Uses. Uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in these zones shall be subject to interpretation of the Director.

(Ord. 898 § 3, 2008; Ord. 896 § 1 (Exh. A §§ 24, 25), 2008; Ord. 761 § 1, 1999; Ord. 758 § 1 (Exh. A §§ 5, 6), 1999; Ord. 753 § 1 (Exh. A § 9), 1999; prior zoning ord. § 241.025)

(Ord. No. 1007, § 5, 10-13-2015)

17.16.080 - Interpretation.

Where a conflict in interpretation occurs regarding application of Section 17.16.030, 17.16.040, 17.16.050, 17.16.060 or 17.16.070 to any specific case, the D-director shall determine the interpretation.

(Prior zoning ord. § 241.026)

17.16.090 - Adjustments.

The Director ~~director~~ may reduce the required minimum lot width, minimum lot depth, yard requirements and parking requirements by an amount not to exceed 10%; may increase the maximum height regulations and maximum sign area by an amount not to exceed 10% of the amount specified by the I zones; and may increase the floor area ratio (FAR) up to an amount not to exceed 0.8; where the DDirector finds that the applicant has demonstrated that:

- A. There are special circumstances or exceptional physical characteristics applicable to the property including size, shape, topography, location or surroundings involved which are not generally applicable to other properties in the same vicinity with the same zoning; and
- B. An adjustment (if authorized) will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning; and
- C. The strict application of the requirements sought to be reduced or increased would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the requirements.
- D. In the case of parking requirements only, a program exists whereby employees utilize, or will utilize, public transit, carpools, vanpools, bicycles, motorcycles, or walk to work, and that sufficient parking has been provided for the modes of travel utilized.
- E. Approval of the application will result in the need for less grading and disturbance of soils and natural vegetation.
- F. Approval of the application will result in the retention/preservation of native vegetation; particularly Joshua trees, California Juniper or Creosote shrubs.

- G. Approval of the application will not diminish the visual appearance of the property or neighborhood.
- H. Approval of the application will not increase the overall average of the FAR to more than the maximum specified for the zone on all I zoned properties within 500 feet of the site.

Any reduction or increase greater than those specified in this section shall be subject to the granting of a variance.

(Prior zoning ord. § 241.027)

17.16.100 - Height regulations.

The height of buildings or structures shall be as follows:

- A. No building or structure shall exceed:
 - 1. In the LI zone: height of 50 feet; and
 - ~~2. In the MI zone: a height of 60 feet;~~
 - 23. In the HI zone: a height of 70 feet.

This section does not apply to conditional use permit uses which shall be subject to Article I of Chapter 17.32. (See Article XII of Chapter 17.40 for general exceptions.)

- B. No commercially or industrially used building in the I zones which is within 100 feet of any RR, SRR or R zone shall exceed a height of 2 stories or 35 feet, whichever is less.
- C. No building may be constructed which would shade any existing active solar energy system on adjoining property without the consent of the affected property owner. (See subsection 1 in the definition of solar energy system in Section 17.04.240.)

(Prior zoning ord. § 241.030)

17.16.110 - Exception for solar systems.

Solar collectors may exceed the height limit when mounted on the roof of a legal, conforming building. The right to exceed the height limit shall be exercised only in the event that: there is no other practical means or location for achieving an efficient placement on the building or site in question; such collectors may exceed the height limit only to the extent necessary to achieve efficient placement; in no case shall such solar collectors (or related equipment) encroach more than 5 feet beyond the limit. Also the placement of a solar collector shall not shade or otherwise diminish the efficiency of existing solar collectors on neighboring property, or preclude such property from sufficient solar access to successfully operate a solar energy system sufficient to serve the needs of the business or occupants.

(Prior zoning ord. § 241.031)

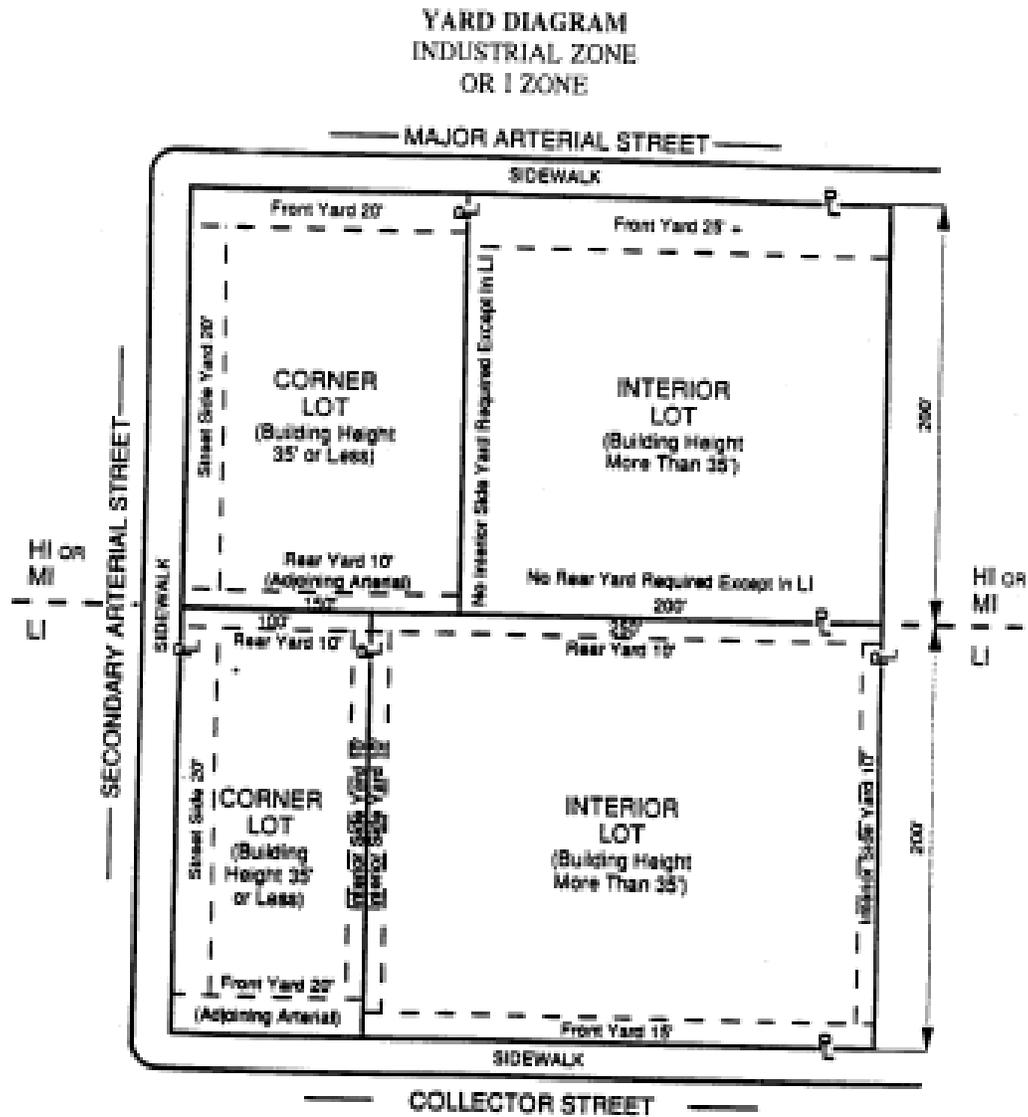
17.16.130 - Property development regulations.

- A. General.

1. No new building or commercial coach shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
 2. No existing building or commercial coach located on an existing legal lot or parcel of land shall be converted, enlarged or moved unless said building, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
 3. No new lot shall be created or any building, or portion thereof, existing on such new lot be used, unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, which are pertinent to the area and dimensions for new lots and those regulations pertinent to the placement or location of buildings on said lot.
- B. I Zones. Wherever property is designated as an I zone on the zoning map the following regulations, specific or general, shall apply:
1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)

Zone	Minimum Lot Area	Minimum Lot Width*	Minimum Lot Depth
LI	10,000 sq. ft.	180 ft.	100 ft.
MH	20,000 sq. ft.	100 ft.	150 ft.
HI	20,000 sq. ft.	100 ft.	150 ft.

* Also denotes minimum street frontage.



NOTE: P = Property Line

+ Yards must be measured from property lines except on alternate street sections

+ Indicates Director discretion to increase setback

THIS DIAGRAM IS FOR ILLUSTRATIVE PURPOSES ONLY

See Section 17.40.070, 17.40.080, 17.40.090 A or 17.40.090B in the event public use or required street dedication would reduce the net lot area, lot width, or lot depth of an existing lot to less than the required minimum.

2. Yard Requirements. Yards shall be provided as follows:

See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.

a. Front yard—~~LI, MI~~ and HI zones:

- 1) Adjoining a freeway, expressway, or arterial street: 20 feet where the building is 35 feet or less in height. The front yard for buildings which are more than 35 feet in height shall be established on a case-by-case basis by the Director to mitigate any adverse or potentially adverse impact on neighboring properties, but in no case be less than 25 feet.
- 2) All other properties:
 - a) LI zone: 15 feet;
 - b) ~~MI and~~ HI zone: 10 feet.

b. Street side yard—~~LI, MI~~ and HI zones:

- 1) Adjoining a freeway, expressway or arterial street: same as subsection B.2.a.1) of this section;
- 2) All other properties: equal to the front or street side yard, as appropriate, required in the abutting zone, or 10 feet whichever is greater.

c. Interior side yard:

- 1) LI zone: 10 feet;
- 2) ~~MI and~~ HI zone: none.

d. Rear yard:

- 1) LI zone: 10 feet;
- 2) ~~MI and~~ HI zone: 10 feet when adjoining freeway, expressway, or arterial streets. Other properties none.

e. Front and street side yards of properties developed after the adoption of this section shall be landscaped for a minimum depth of 10 feet measured from the back of the sidewalk. Rear yards shall be landscaped only where adjoining a freeway, expressway or arterial street. This requirement may be increased by the Director where he finds it to be necessary to make the proposed development compatible with existing development in the vicinity of the site. Landscaping and irrigation plans shall be submitted to the Director for his approval. Such plans must be approved prior to the issuance of any building permit for the site. Such landscaping and irrigation systems shall have been installed in accordance with the approved plans and verified prior to final inspection approval. The Director determinations on these items may be appealed in accordance with Section 17.36.030. Yards required by this zone are also subject to the general provisions and exceptions contained in Section 17.28.030 which shall apply as specified.

3. Maximum floor area ratio (FAR) (see definition in Section 17.04.240):
 - a. LI zone: 0.5;
 - ~~b. MI zone: 0.6;~~
 - ~~cb.~~ HI zone: 0.5.
4. Landscaping. Plant materials used in landscaping shall include drought-tolerant species and the landscaping shall be designed to minimize water usage and discourage runoff. No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot.
5. Outside Display. All display shall be located wholly within an enclosed building with the exception of the following:
 - a. Amusement rides and devices;
 - b. Automobile sales, limited to automobiles, recreational vehicles, tractors and trucks under 2 tons held for sale and rental only;
 - c. Automobile service stations, limited to automobile accessories and facilities necessary to the dispensing of petroleum products only;
 - d. Boat sales, limited to boats held for sale or rental only;
 - e. Carnivals—Commercial;
 - f. Christmas trees and wreaths, sale of;
 - g. Crops, field, tree, bush and row, including nursery stock, flowers and vines;
 - h. Electric distribution substations;
 - i. Equipment rental and sales including heavy equipment;
 - j. Gas metering and control stations, public utility;
 - k. Mobilehome sales, limited to mobilehomes held for sale or rental only;
 - l. Parking lots;
 - m. Signs, existing outdoor advertising;
 - n. Trailer sales, box and utility, limited to trailers held for sale only.
- C. Exceptions to Yard Requirements — Previously Established Uses. Additions or modifications to buildings or uses, either constructed or having received building permit approval, or having been legally established prior to September 2, 1992 may be allowed with respect to yards of lesser dimension than required in this subsection where, in the opinion of the Director, allowing less than full compliance with the yard requirements would impose no substantial detriment to abutting property or improvements thereon. In rendering a decision on whether to allow a reduction of the required yard, the Director shall determine whether (see Sections 17.40.093, 17.40.095, and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops):
 1. There are special circumstances or exceptional characteristics applicable to the property involved which are not generally applicable to other properties in the same vicinity with the same zoning;

2. An adjustment (if authorized) will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning; and
3. The strict application of the yard requirements would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the yard requirements.

In no case shall the ~~D~~irector's approval of the reduction of a required yard relieve the applicant/property owner from complying with minimum landscape requirements established by this title, unless such relief is specifically approved by the ~~D~~irector of community development.

D. Exceptions to Yard Requirements — Specified LI Zoned Areas,

1. Defined Areas: This exception shall only be applicable to properties that are zoned LI and are located within the area bounded by Avenue I, Division Street, Avenue J, and Sierra Highway, or within the area bounded by Avenue L, 12th Street West, Avenue M and SR-14 (hereafter referred to as defined area (A) and (B) respectively).
2. Purpose and Intent,
 - a. Defined Area A. Same language as current ordinance.
 - b. Defined Area B. Defined area B is bounded SR-14, 12th Street West, Avenue L and Avenue M and consists of numerous vacant lots and developed properties which exhibit narrow lot depths resulting from right-of-way acquisition at the time of freeway construction. The provisions of the zoning ordinance require minimum 10 foot building set backs for both the rear and interior side yards for properties located in the LI zone. Because of the narrow lot configurations, these requirements often create practical difficulties in developing property within Defined Area B. The result is that the properties within Defined Area B cannot be effectively developed. Therefore, the intent of this section is to allow the ~~D~~irector of Community Development to modify the LI Zone rear and interior yard requirements within this area under specified circumstances, while still adhering to all other requirements of the LI Zone.
3. Allowable Exceptions to Yard Requirements — Director's Determination. The ~~d~~irector of community development may reduce or eliminate the yard requirements upon making the findings as noted below. The requirement for front and street side yards shall not be reduced to less than 10 feet of landscaped width except where such requirement would unreasonably interfere with the expansion of an existing building that does not have a setback of at least 10 feet, or where the requirement would preclude the provision of required parking. The ~~D~~irector may grant exceptions where he determines that the following circumstances exist:
 - a. Compliance with the normal yard requirements will result in practical difficulties and unnecessary hardships inconsistent with the purpose of the yard requirements because of the size or configuration of the parcel(s) or the location of existing on-site buildings; and
 - b. It is not practical for the project proponent to acquire additional property that would allow the yard requirements to be met; and
 - c. Granting of the exception will not result in an adverse effect on other properties in the vicinity.

(Ord. 807 (Exh. A), 2002; Ord. 760 § 1 (Exh. A), 1999; Ord. 711 § 43 (part), 1995; Ord. 651 § 4 (part), 1993; prior zoning ord. § 241.050)

17.16.140 - Signs.

A person shall not use, install or construct any sign in the I zones except as specifically permitted in this section and subject to all regulations and conditions, including without limitation submittal of a sign plan, set forth in this title and any other ordinance now existing or hereafter adopted by the city regulating the installation, use and/or construction of signs. A comprehensive sign plan for multiple-tenant projects or an individual sign plan for single-tenant projects, must be submitted to and approved by the Director, or his designated representative. Sign plans must be fully dimensioned, including the proposed sign location(s), elevations, colors and materials. A person who has first obtained approval of the sign plan and all required permits and inspection approval shall be permitted to use, install or construct signs as specified in the I zones.

(Prior zoning ord. § 241.060)

17.16.150 - Signs—General provisions.

- A. The provisions of this section regulating signs shall not apply to the following signs except as otherwise indicated herein:
1. Official notices issued by any court, public body or public officer;
 2. Notices posted by any public officer in performance of a public duty, or for any person in giving legal notice;
 3. Traffic, directional, warning or informational signs required or authorized by the public authority having jurisdiction over such signs;
 4. Official signs used for emergency purposes only;
 5. Permanent memorial or historical signs, plaques or markers;
 6. Public utility signs, provided such signs do not exceed 3 square feet in area.
- B. Prohibited Signs. The following signs shall be prohibited in the I zones:
1. Signs which contain or utilize:
 - a. Any exposed incandescent lamp,
 - b. Any revolving beacon light,
 - c. Any continuous or sequential flashing operation, except signs displaying time of day, atmospheric temperature or having programmable electronic public service messages only,
 - d. Any system for display of time of day, atmospheric temperature or programmable electronic public service messages in which:
 - 1) The messages are not public service in nature, or
 - 2) The proposed display has any illumination which is in continuous motion or which appears to be in continuous motion, or
 - 3) The message is changed at a rate faster than one message every 4 seconds, or
 - 4) The interval between messages is less than one second, or

- 5) The display is located less than 100 feet on the same side of the street or highway or 200 feet across the street from residentially zoned property;
2. Roof signs (see definition in Section 17.04.240);
3. Revolving signs of any kind;
4. Signs advertising or displaying any unlawful act, business or purpose;
5. Devices dispensing bubbles and free-flowing particles of matter;
6. Any notice, placard, bill, card, poster, sticker, banner, sign, advertising or other device calculated to attract the attention of the public which any person posts, prints, sticks, stamps, tacks or otherwise affixes, or causes the same to be done to or upon any street, right-of-way, public sidewalk, crosswalk, curb, lamppost, hydrant, tree, telephone pole or lighting system, or upon any fixture of the police or fire alarm system of the city of Lancaster or county of Los Angeles;
7. Any strings of pennants, banners or streamers, clusters of flags, strings of twirlers or propellers, flares, balloons, and similar attention-getting devices, including noise-emitting devices, with the exception of the following:
 - a. Automobile sales uses only may utilize pennants, banners or streamers subject to the following conditions:
 - 1) All such displays must be positioned horizontally and parallel to the ground and shall maintain a minimum height of 14 feet and a maximum height of 18 feet from grade level.
 - 2) All lines supporting such devices shall be secured in a taut manner and shall exhibit no more than 5 inches sag or droop at midline. No more than 3 such lines may be placed above one another and such lines shall be located along street frontages only.
 - 3) All pennants, banners, or streamers shall be maintained in good condition. Such devices which have become torn, tattered, faded or otherwise fallen into disrepair shall be removed or replaced,
 - b. National, state, local governmental, institutional or corporate flags properly displayed,
 - c. Holiday decorations in season used for an aggregate period of not more than 90 days in any one calendar year;
8. Devices projecting, or otherwise reproducing the image of a sign or message on any surface or object;
9. Signs emitting or amplifying sounds for the purpose of attracting attention;
10. Portable signs;
11. Sidewalk signs;
12. New outdoor advertising signs in the ~~MI and~~ HI zones. No new outdoor advertising signs are permitted in the LI zone but existing outdoor advertising signs may be relocated into the LI zone subject to the provisions of Section 17.40.2100.
13. Pole signs;

14. Any sign which is placed in a manner which would obstruct a driver's or pedestrian's vision and thus create a hazard, or potential hazard, to the public health, safety or welfare.
- C. General Sign Regulations. The following regulations shall apply to all signs in the I zones:
1. In no case shall a lighted sign or lighting device thereof be so placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a public street, highway, sidewalk or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance.
 2. Existing outdoor advertising signs are subject to Section 17.40.210.
 3. Subdivision signs are subject to Section 17.40.220.
 4. Signs, except outdoor advertising signs, may be single-, double- or multifaced, provided that:
 - a. The distance between the faces of any double-faced sign, other than a "V"-shaped projecting sign, shall not exceed 36 inches; and
 - b. The separation between the intersecting faces of any multifaced sign shall not exceed 12 inches.
 5. Any sign located on vacant and unoccupied property, and which was erected for an occupant or business unrelated to the present occupant or business, or any sign which pertains to a time, event or purpose which no longer exists shall be removed within 30 days after the purpose for, or use utilizing such sign has been removed from such property.
 6. Any permitted sign may be a changeable copy sign.
 7. All signs shall be designed in the simplest form and be free of any exposed bracing, angle iron, guy wires, cables or similar devices.
 8. The exposed backs of all signs visible to the public shall be suitably covered, finished and properly maintained.
 9. All signs shall be maintained in good repair, including display surfaces which shall be kept neatly painted or posted.
 10. Any sign which does not conform to the provisions of this title shall be made to conform or shall be removed as provided in subsection B.4. of Section 17.32.850 except as provided in Section 17.32.850B.4.c.
 11. Except where otherwise specifically provided by this title, sign regulations established pursuant to this title shall not apply to signs within a building, arcade, court or other similarly enclosed area where such signs are not visible to the public without entering such facilities.
 12. The height of all signs shall be measured from the highest point of the sign.
- D. Computation of Sign Area. The surface area of any sign face shall be computed from the smallest rectangles, circles and/or triangles which will enclose all words, letters, figures, symbols, designs and pictures, together with all framing, background material, colored or illuminated areas, and attention-attracting devices forming an integral part of the overall display, but excluding all support structures, except that:
1. Superficial ornamentation of a non-message-bearing character which does not exceed 5% of the surface area shall be exempted from computation; and

2. Wall signs painted on or affixed directly to a building wall, façade or roof, and having no discernible boundary, shall have the areas between letters, words intended to be read together, and any device intended to draw attention to the sign message included in any computation of surface area; and
3. Signs placed in such a manner, or bearing a text, as to require dependence upon each other in order to convey meaning shall be considered one sign and the intervening areas between signs included in any computation of surface area; and
4. Spherical, cylindrical or other 3-dimensional signs not having conventional sign faces shall be considered to have 2 faces and the area of each sign face shall be computed from the smallest 3-dimensional geometrical shape or shapes which will best approximate the actual surface area of said faces.

(Ord. 711 § 23, 1995; prior zoning ord. § 241.061)

17.16.220 - Design and performance standards.

The following design and performance standards shall be met for development in the I zones:

A. General requirements applicable to all development:

1. Access.
 - a. Driveways providing access to the site may be combined, relocated, or otherwise limited in order to minimize traffic conflicts and improve public safety. All driveways shall be constructed to comply with current city standards. All driveway locations are subject to the approval of the ~~D~~director of public works.
 - b. Entry drives into parking areas shall be of sufficient depth to provide for vehicle stacking appropriate to the size, location and intensity of the project served.
 - c. Access to drive-through facilities shall have a sufficient depth to provide vehicle stacking for not less than 7 automobiles at a depth of 24 feet per automobile per drive-through facility. (One bank teller station equals one such facility.) Such stacking space shall be designed in a manner which will not restrict access to or from parking spaces, aisles or driveways.
 - d. Public transit opportunities for turnouts, shelters and pedestrian access shall be considered for all sites abutting expressways or arterial streets.
 - e. Access and bicycle parking facilities shall be considered for all sites abutting or adjacent to a planned bicycle and/or trail facility.
2. Paving. Required parking areas, as well as the maneuvering areas and driveways used for access thereto shall be paved with: (NOTE: Permits are required for any work done in the public right-of-way.)
 - a. Concrete surfacing to a minimum thickness of 3½ inches with expansion joints as necessary; or
 - b. Asphalt surfacing, rolled to a smooth, hard surface having a minimum thickness of 2 inches after compaction, and laid over a base of crushed rock, gravel or other similar material compacted to a minimum thickness of 4 inches.

- c. For commercial and industrial truck parking and drive aisles, asphalt surfacing rolled to a smooth hard surface having a minimum thickness of 3 inches after compaction and, at a minimum, designed to accommodate a traffic index (TI) of 6.5 as calculated in accordance with the latest edition of the CalTrans Highway Design Manual. Large industrial projects may need a greater TI based upon their use.
 - d. Other alternative material that will provide at least the equivalent in dust-free service, life and appearance of the materials and standards which would be employed for development pursuant to subsection A.2.a. or b. of this subsection.
 - e. The ~~D~~Director ~~of Public Works at the request of the director~~ shall review and report on the adequacy of paving where modification of base is proposed under subsection A.2.b. of this section, or where alternative materials are proposed under subsection A.2.d. of this section. The ~~D~~Director ~~of Public Works~~ may approve such modification or such alternative materials if, in his opinion, the evidence indicates compliance with subsection A.2.b. or A.2.d. of this section, as the case may be.
3. Size and Marking of Spaces.
- a. No less than 65% of the parking spaces shall exhibit minimum dimensions of 9 feet in width by 20 feet in length, with required disabled person spaces at the dimensions as provided by law. ~~(See subsection A.8.f. of this section.)~~
 - b. No more than 35% of the parking spaces may exhibit minimum dimensions of 8 feet in width by 17 feet in length. Such spaces shall be labelled "compact car only" in a manner acceptable to the ~~D~~director. ~~(See subsection A.8.f. of this section.)~~
 - c. No parking shall occur in the first 10 feet of a required front or street side yard.
 - d. Where parking abuts an alley, the improved alley may be used as an aisle subject to approval of the parking lot design.
 - e. For parallel parking, minimum aisles are 12 feet and minimum parking space dimensions are 8 feet by 24 feet.
- See the following diagrams for parking design options.
4. Circulation. Mark entrances and exits clearly. Vehicular circulation should be "one-way" in each aisle or "two-way" if the aisle width is a minimum of 20 feet. No aisle shall be less than 12 feet in width.
5. Loading Spaces. Such spaces shall be required as specified by the ~~e~~Director.
6. Buffering. A masonry wall of 6 feet in height shall be provided at the property line where the activities of a commercial or industrial use are anticipated to be incompatible with existing commercial, industrial or residential uses. It shall be the burden of the applicant to prove to the satisfaction of the ~~e~~Director or his designated representative that the project will not create or be subject to conditions necessitating a wall at the time of site plan review if a wall is not desired by the applicant.
7. Building Design.
- a. Building design standards applicable to all I zones:
 - 1) Roof treatment shall be the same on the periphery of the building, except where a different treatment is required by the city building code.

- 2) Solar access and prevailing winds should be considered in building design and orientation.
 - 3) Additions to existing buildings shall generally conform to the design of the existing building. New building size, materials and color shall be consistent with the scale and design of the building to which it is attached.
- b. Building design standards applicable to the LI ~~and MI~~ zones:
- 1) Building components such as windows, doors, eaves and parapets shall have good proportions and relationships to one another.
 - 2) Utility doors, access panels, fire doors, loading docks and other openings shall be treated as part of the architectural composition of buildings.
- c. Building design standards applicable only to the LI zone:
- 1) An exterior color scheme for all buildings or additions thereto shall be submitted with the building elevations for approval. The color scheme for existing neighboring buildings shall be indicated and considered.
8. Landscaping.
- a. Landscape designs shall be consistent throughout a project site. A combination of landscape materials should be arranged in a harmonious manner as an integral part of project design to enhance building design, public view, and interior spaces and provide buffers and transitions as needed. Unrelated and random choice or placement of plant materials shall be avoided; however, variety may be employed to intensify distinction between spaces or to strengthen a sense of place or movement, or to promote energy and water conservation and mitigate erosion.

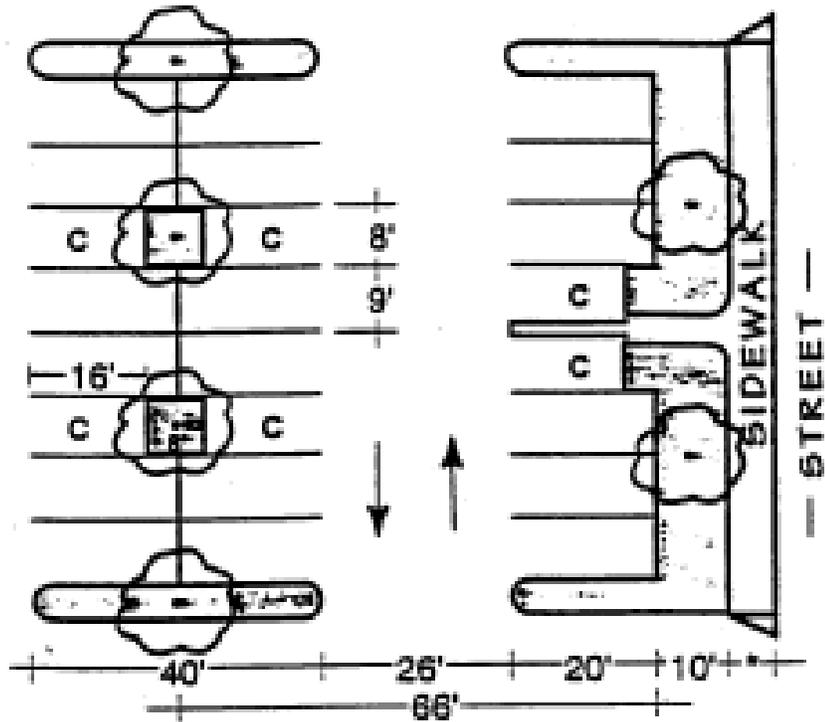
PARKING LOT DESIGN OPTIONS

90°

STANDARD 90° - MINIMUM PARKING SPACE 9' X 20'

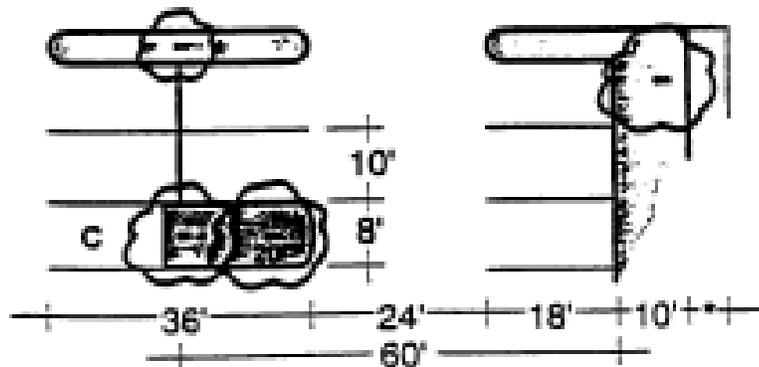
OPTION 90°-1 - MINIMUM PARKING SPACE 10' X 18'

C- ALL COMPACT PARKING SPACES ARE 8' X 18'



* SIDEWALK WIDTH IN ACCORDANCE WITH CITY STANDARDS FOR THE STREET CLASSIFICATION.
END STALLS PARALLEL TO WALLS OR FENCES SHALL BE 10' IN WIDTH.

OPTION 90°-1



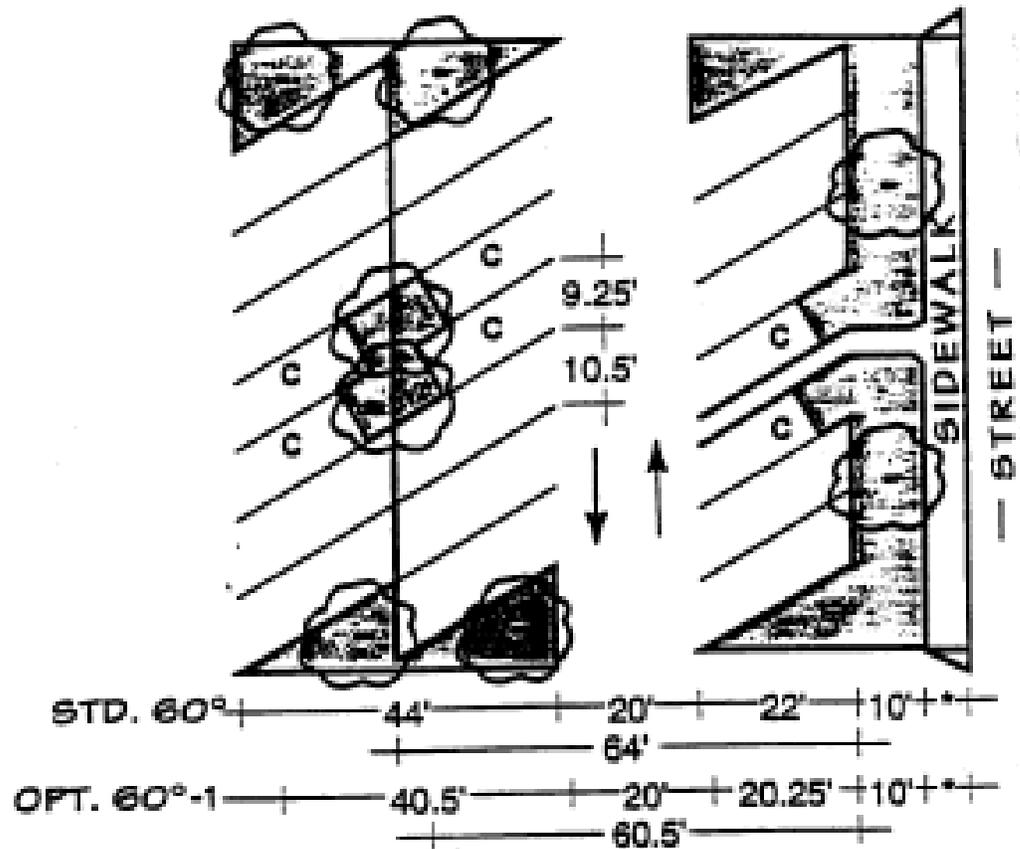
PARKING LOT DESIGN OPTIONS, cont.

60°

STANDARD 60° - MINIMUM PARKING SPACE 9' X 20'

OPTION 60°-1 - MINIMUM PARKING SPACE 9' X 18'

C- ALL COMPACT PARKING SPACES ARE 8' X 16'

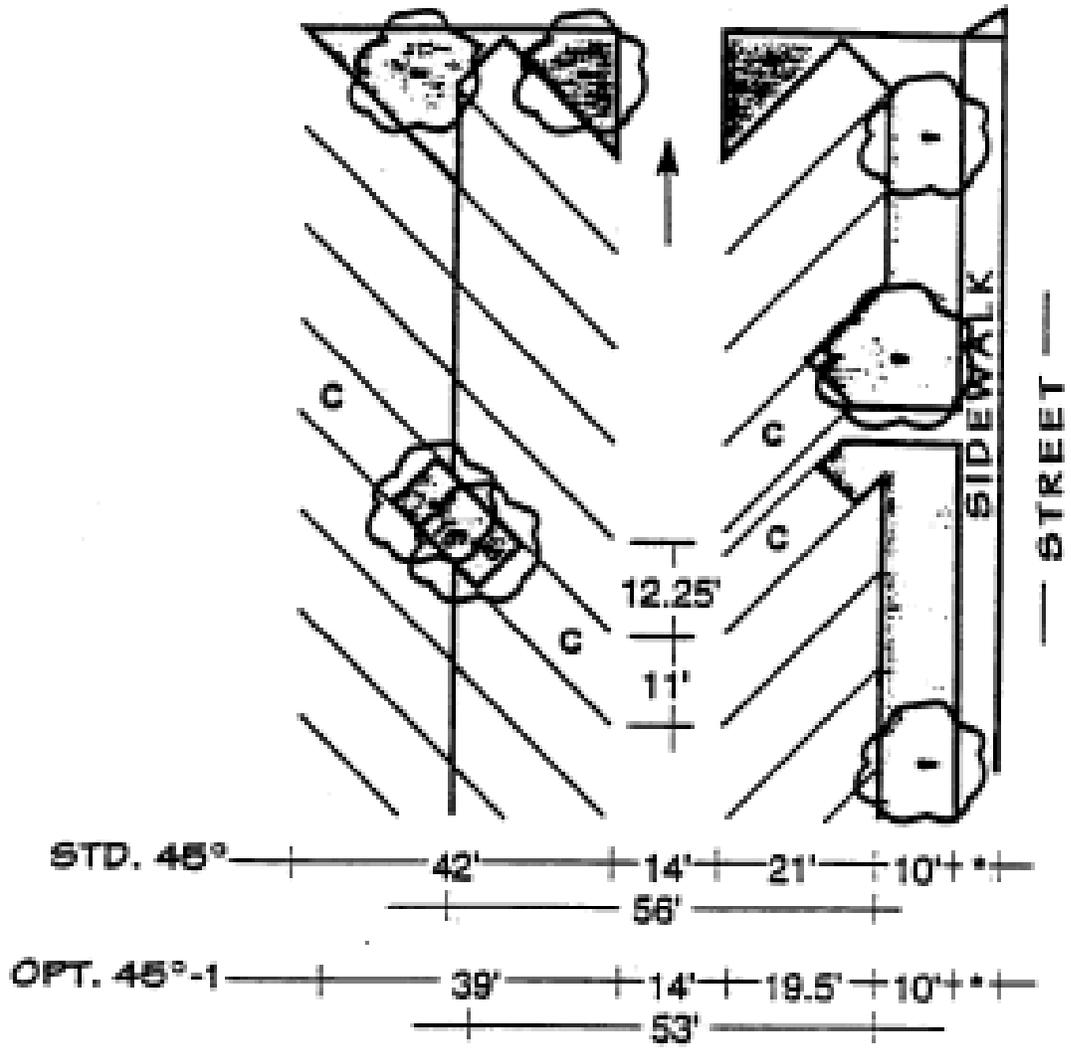


* SIDEWALK WIDTH IN ACCORDANCE WITH CITY STANDARDS FOR THE STREET CLASSIFICATION.

PARKING LOT DESIGN OPTIONS, cont.

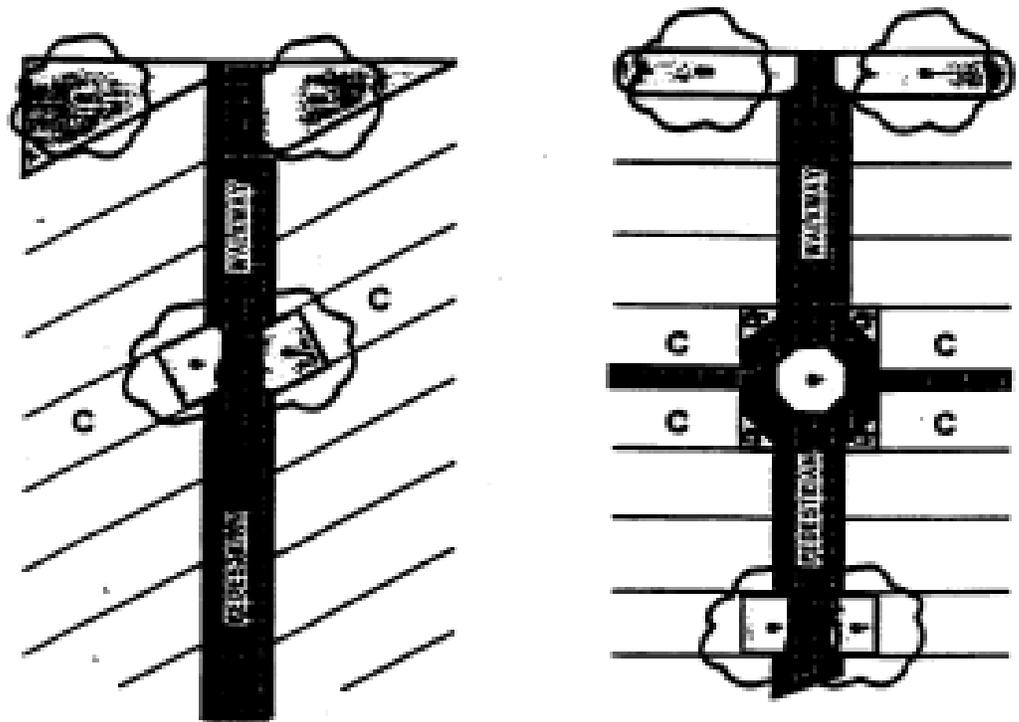
45°

STANDARD 45° - MINIMUM PARKING SPACE 9' X 20'
 OPTION 45°-1 - MINIMUM PARKING SPACE 9' X 18'
 C- ALL COMPACT PARKING SPACES ARE 5' X 16'



* SIDEWALK WIDTH IN ACCORDANCE WITH CITY STANDARDS FOR THE STREET CLASSIFICATION.

PEDESTRIAN WALKWAY OPTIONS



DESIGNS ALLOW PEDESTRIANS TO WALK TO OR FROM THEIR CARS OR TO SIDEWALKS ON ADJOINING STREETS WITH MINIMAL CONFLICT WITH PARKING LOT TRAFFIC.

- b. The type, scale and proportion of landscape materials shall be appropriate to the site and/or structures to which they relate.

- c. Plant material shall be selected for interest in its structure, texture, color, ultimate growth and water efficiency. Plants that are native or climate adaptive to the high desert area of Lancaster and/or others that will be hardy, harmonious with project design, and of good appearance, shall be used. Drought-resistant varieties of plants shall be used wherever feasible. Turf shall not be permitted. Drought-resistant varieties of plants shall be used in accordance with Title 8, Chapter 8.50, Landscaping Installation and Maintenance of the Lancaster Municipal Code.
- d. Landscaped areas shall be irrigated by an automatic system with separate stations for each hydrozone. The irrigation system shall be designed and equipped to incorporate water conservation techniques such as drip systems, moisture sensors and anti-drain valves. Sprinkler systems shall be designed to prevent water from falling onto impervious surfaces. The system shall comply with Title 8, Chapter 8.50, Landscaping Installation and Maintenance of the Lancaster Municipal Code.
- e. All areas which are within a site which has been approved by the city for development as a site plan or approved phase thereof, which are not needed for buildings, sidewalks, vehicle access or parking, shall be landscaped.
- f. All landscaped planter areas shall be completely bordered by a 6-inch P.C.C. curbing to prevent irrigation runoff and act as a wheel stop where necessary. Where used as a wheel stop, the 6-inch curb may be counted toward the required length of the parking space.
- g. All interior areas of parking lots shall be landscaped with a minimum of one shade tree plus one shade tree for each 4 parking spaces along with the other plant materials.
- h. Lots of 5,000 square feet or less in area shall have the area used for vehicle ingress, egress, circulation and parking, landscaped in accordance with the following percentages:

Zone	Landscaping
LI	5%
MI	3%
HI	2%

Only landscaped areas exclusive of curbs shall qualify toward meeting this requirement and no landscaped area with a dimension of less than 2 feet shall be credited toward meeting the landscape requirement.

- i. Lots of more than 5,000 square feet in area shall have the area used for vehicle ingress, egress, circulation and parking, landscaped in accordance with the following percentages:

Zone	Landscaping
------	-------------

LI	7%
MH	5%
HI	4%

Only landscaped areas exclusive of curbs shall qualify toward meeting this requirement and no landscaped area with a dimension of less than 2 feet shall be credited toward meeting this landscape requirement.

- j. Where off-street parking areas abut local or collector public streets, such areas shall be separated from an abutting street by a continuous landscaped planter which extends parallel to the street frontage of the parking area. Said planter shall be a minimum of 10 feet in width exclusive of perimeter curbs. Up to ½ of the area of this required landscaped planter may be counted toward fulfilling the requirements of subsection A.8.h. or i. (See Section 17.16.130 B.2.E and 17.16.130.B.,-4., regarding landscaping in yards.)
 - k. Trees and landscaping shall be utilized wherever possible to shade buildings as a means of enhancing energy conservation.
 - l. No tree shall be less than 15 gallon size. At least 50% of all shrubs shall be of 5-gallon size, and no shrub shall be less than one-gallon size. Ground covers shall be planted no further apart than 6 inches on center.
 - m. All landscaped areas shall be continuously and properly maintained in good condition. (See definition of landscape maintenance in Section 17.04.240.)
9. Lighting. The intent of this requirement is to properly illuminate the site without producing an adverse impact on neighboring property. Exterior lighting of the building and site shall be provided, maintained and utilized during the hours of darkness in accordance with the following requirements:
- a. Exterior lighting shall be part of the architectural concept. Fixtures, standards, and all exposed accessories shall be compatible with building design.
 - b. Placement of lighting shall be in accordance with recognized crime prevention, and safety principles.
10. Outside storage or display. All outside storage shall be developed to comply with all standards set forth herein, except for those uses which have been specifically exempted therefrom:
- a. The uses listed in Section 17.16.130 B.5. are exempt from these requirements except for the following uses which shall comply:
 - 1) Automobile impound yards;
 - 2) Electric distribution substations;
 - 3) Equipment rental and sales shall comply in the LI zone only;
 - 4) Gas metering and control stations, public utility.

- b. All outside storage or display in the LI zone which is open to view from any street or highway abutting the lot or parcel of land upon which it is conducted, or which is open to view from any other lot or parcel shall be screened from view by a solid masonry wall constructed to Los Angeles County D-65 standards or as otherwise specified by the city. Gates, where used, shall also be of solid construction unless another design is approved by the Director. Chain link with slats is not acceptable.
- c. All outside storage or display in the ~~MI and HI~~ zones which is open to view from freeways, expressways or arterial streets abutting the lot or parcel of land upon which it is conducted, or which is open to view from any area zoned or used for residential purposes, or which is open to view from any existing industrial use of a nature which, in the opinion of the director, is adversely affected by the appearance of the outside storage or display, shall be screened from view by a solid masonry wall constructed to Los Angeles County D-65 standards or as otherwise specified by the city. Gates, where used, shall be of solid construction unless another design is approved by the director. Chain link with slats is not acceptable.
- d. All walls or fences shall be of uniform height in relation to the ground upon which they stand and shall be a minimum of 6 feet and shall not exceed 15 feet in height. The actual height shall be based upon the height of the materials to be stored and methods of stacking said materials and the need for security. (See subsection A.10.f.4) of this section for clarification.)
- e. All outside storage and display or portions thereof which do not fall under the requirements of subsection A.10.c. of this section shall be fenced with chain link or other durable metal material approved by the Director. ~~No wood fence materials will be allowed.~~ All fences shall be of uniform height in relation to the ground upon which they stand and no fence shall be less than 6 feet and shall not exceed 15 feet in height. The actual height shall be based upon the height of materials to be stored and methods of stacking such materials and the need for security.
- f. All portions of outside storage and display areas shall meet the following requirements:
 - 1) The site shall be graded to drain properly as required by the Director. ~~of public works.~~
 - 2) Applicants must obtain approval of the Los Angeles County Fire Department prior to obtaining any city permits for any use that includes the manufacture, use or storage of hazardous materials or wastes.
 - 3) The surface of the site shall be covered with at least 2 inches of crushed rock to prevent dust, or if hazardous materials are used or wastes are stored anywhere in the outdoor storage area, the entire area where such materials are used or stored shall, at a minimum, be paved in accordance with the standards of subsection A.2.a. of this section without expansion joints and with a curb for containment in accordance with city standards. Additional requirements may be imposed by the Los Angeles County Fire Department.
 - 4) All raw material, equipment, by-product, waste or finished products:
 - a) Shall not be stored above the height of the wall or fence enclosing the area; and

- b) Shall not be stored within 300 feet of residentially zoned property, except where such property is separated by an arterial street; and
 - c) Shall be stored in a manner that will not allow any material to be blown from the enclosed storage area; and
 - d) Shall not be placed or allowed to remain outside the enclosed storage area.
- g. The design requirements for outside storage and display as set forth in this title shall not relieve the proprietors of such uses from complying with all applicable regulations, laws and ordinances of the city of Lancaster, county of Los Angeles, state of California, or the United States.

11. Screening.

a. Screening standards applicable to all I zones:

- 1) Where mechanical equipment, junction boxes, satellite antennae, meters and similar utility equipment is ground mounted it shall be enclosed or screened from view where necessary to preclude visibility from freeways, expressways and arterial streets and adjacent properties.
- 2) Parking areas adjacent to streets shall be screened with landscaping in the required yards and with low decorative walls, berms or combinations thereof. Where walls are used they shall be placed so as not to obscure landscaped areas from the street.

b. Screening standards applicable to the LI zone:

- 1) All rooftop mechanical equipment, ducts, tanks, satellite antennae, etc., shall be enclosed or otherwise screened from view from all sides of the building. (This requirement does not include wind-powered turbines used for ventilation.)
- 2) Loading areas shall be screened from view where necessary to preclude visibility from public streets and highways and adjacent properties.

c. Screening standards applicable to the ~~MI and~~ HI zones:

- 1) All rooftop mechanical equipment, ducts, tanks, satellite antennae, etc., shall be enclosed or otherwise screened from view from all sides of the building only where necessary to preclude visibility from freeways, expressways or arterial streets or adjoining residential, commercial or light industrial areas. (This requirement does not include wind-powered turbines used for ventilation.)
- 2) Loading areas shall be screened from view only where necessary to preclude visibility from freeways, expressways and arterial streets and adjacent residentially and commercially zoned properties.

12. Service for Utilities. All on-site utility services shall be underground.

13. Signs.

a. Sign design standards applicable to all I zones:

- 1) The colors, materials and lighting of every sign shall be restrained and harmonious with the building and site to which it principally relates.

- 2) The number of graphic elements on a sign shall be held to the minimum needed to convey the sign's major message and shall be composed in proportion to the area of the sign face.
 - 3) The light source of externally illuminated signs shall not be visible.
 - 4) No sign shall be placed in or over any public right-of-way.
 - 5) Street numbers of all buildings shall be prominently located and not less than 8 inches in height on a contrasting background to be easily read from the street by public safety personnel (i.e., police, fire, ambulance).
- b. Sign design standards applicable only to the LI zone:
- 1) Use of individual letters for all signing is preferred and encouraged over "cabinet" signs. Where cabinet signs are utilized, such cabinet must be integrated into the design of the building or structure.
14. Refuse/Recycling Storage. Commercial, industrial and institutional uses shall have on the same lot or parcel a refuse/recycling storage area at a ratio of 20 square feet of refuse/recycling storage area for each 1,000 square feet or portion thereof of net floor area of the facility but not less than 6 feet in width nor less than 18 in length (exterior dimension). Such storage areas shall include separate containers for waste and for materials to be recycled. Each container shall be clearly marked or color coded for its intended use. Such storage areas shall be enclosed on 3 sides by a minimum 5-foot-high reinforced masonry or concrete wall with a sight-obscuring gate of noncombustible materials which is the same height as the enclosing walls. The floor of the enclosure shall be of concrete construction and the walls shall be protected by a concrete curb not less than 2 inches high by 6 inches wide or conventional concrete wheel stops to preclude damage by dumpsters. Such storage areas shall not be placed in a location which is openly exposed to a fronting street or a neighboring residential area.
15. Special Standards for Automobile Dismantling, Scrap Metal Processing Yards and Junk and Salvage Yards. No automobile dismantling yard or junk and salvage yard (as defined in Section 17.04.240) shall be permitted or maintained in the HI zone unless it complies with the following requirements:
- a. All operations and storage, including all equipment used in conducting such business, other than parking, shall be conducted within an enclosed building, or within an area fully enclosed by a solid wall. No wrecked or dismantled vehicles, salvage or junk shall be placed or allowed to remain outside of the enclosed yard area.
 - b. No wrecked or dismantled vehicles, salvage or junk shall be stored at a height greater than the surrounding wall.
 - c. Where walls are required they shall be developed in accordance with the following standards:
 - 1) All walls shall be of a uniform height in relation to the ground upon which they stand, and shall be a minimum of 8 feet and shall not exceed 15 feet in height. No walls shall be placed in a required front or street side yard established by Section 17.16.130.B.2.

The required setback shall be landscaped in accordance with Sections 17.16.130.B.2.e., 17.16.130.-B.4. and 17.16.220. All landscaped areas shall be continuously and properly maintained in good condition as defined in this title.

- 2) Walls shall be constructed of masonry to the structural standards specified by the ~~dDirector of public works.~~
- 3) Gates: shall be of solid construction. (Chain link with slats does not fulfill this requirement.)
- 4) Other interior fences or walls not open to view may be constructed of alternative materials as approved by the ~~Ddirector of community development.~~
- 5) All fences and walls shall be constructed in a workmanlike manner and shall consist solely of new materials unless the ~~Ddirector of community development~~ approves the substitution of used materials where, in his opinion, such used materials will provide the equivalent in service, appearance, and useful life.
- 6) All walls shall be a uniform neutral color excluding black, which blends with the surrounding terrain and improvements and shall be maintained in a neat, orderly condition at all times. Such wall may contain signs as approved by the ~~Ddirector of community development~~ in lieu of freestanding signs with an area not to exceed the sign area permitted for freestanding signs.
- 7) Any structures which are used as part of the yard boundaries and/or are exposed to view from the street frontage shall be painted to conform with the color of the fencing. The ~~Ddirector of community development~~ may approve other appropriate architectural treatment.

d. Paving.

- 1) The entire yard shall be paved with an asphalt surfacing as specified in subsection A.2.b. of this section or the ~~dDirector~~ may approve other paving materials which provide, in his opinion, the equivalent in service and useful life. The requirement may be waived where the Director ~~of Development Services~~ finds that no dust or other problem would be aggravated by the absence of surfacing.
- 2) If hazardous materials are used or wastes are stored anywhere in an outdoor storage area, the entire storage area and area where the materials are used shall be paved in accordance with subsection A.2.a. of this section without expansion joints and with a curb sufficient for containment in accordance with city standards.

e. The special standards for automobile dismantling yards and junk and salvage yards set forth in this title shall not relieve the proprietors of such yards from complying with all regulations, laws and ordinances of the city of Lancaster, county of Los Angeles, state of California or the United States.

16. Hazardous Materials. Applicants must obtain the approval of the Los Angeles County Fire Department prior to obtaining any city permits for any use which includes the manufacture or use, of hazardous materials or the storage of hazardous materials or wastes.

17. Radioactive Materials. The use of radioactive materials shall be limited to measuring, gauging or calibration equipment.
18. Noise. Uses which generate noise by the nature of their function and/or processes shall be required to demonstrate that the noise levels emitted from the use shall not exceed 65 dBA at any property line which abuts a commercial or residential zone or use. A detailed noise attenuation study by a qualified acoustical engineer may be required by the Director ~~of Development Services~~ or his designated representative to determine appropriate mitigation and methods to incorporate same into project design. Site design methods which may be utilized to reduce noise include:
 - a. The use of building setbacks and dedication of noise easements to increase the distance between the noise source and receiver;
 - b. The location of uses and orientation of buildings which are compatible with higher noise levels adjacent to noise generators or in clusters to shield more noise-sensitive areas and uses;
 - c. The placement of noise-tolerant land uses, such as parking areas, between the noise source and receiver;
 - d. The placement of noise-tolerant structures, such as garages or carports, to shield noise-sensitive areas;
 - e. Clustering of office or commercial structures to reduce interior open space noise levels.
19. Projections Permitted into Yards. The following projections are permitted in the LI zone only.
 - a. Eaves, cantilevered roofs, awnings and similar architectural features may project a maximum distance of 2½ feet into any required front or side yard or 5 feet into a rear yard, provided that such features shall maintain a minimum distance of 3 feet from any property line and is not less than 8 feet in height above grade. Such appendages shall be supported only at or behind the building setback line.
 - b. Landing places including access stairs, which exceed an average height of 2½ feet and do not extend above the level of the first floor may project a maximum distance of 2 feet into required interior side yards, and a maximum distance of 5 feet into required front and side yards, provided such features shall maintain a minimum distance of 3 feet from any property line, and that an open-work railing installed shall not exceed 3½ feet in height.
 - c. Rain conductors, spouts, utility service risers, shutoff valves, water tables, sills, capitals, bases, cornices and belt courses may project a maximum distance of one foot into any required yard.
 - d. Water heaters, water softeners, and gas or electric meters, including service conduits and pipes, enclosed or in the open, may project a maximum distance of 2½ feet into a required interior or rear yard provided that such structures or equipment shall maintain a minimum distance of 3 feet to any property line.
20. Electric Vehicle Charging Stations (EVCS). New commercial and industrial development shall provide for electric vehicle charging stations in the manner prescribed as follows:

- a. New residential uses shall provide EVCSs in accordance with Section 17.08.150T.
 - b. New commercial, industrial and other uses with the building or land area, capacity, or numbers of employees listed herein shall provide the electrical service capacity necessary and all conduits and related equipment necessary to ultimately serve 2% of the total parking spaces with EVCSs in a manner approved by the building and safety official. Of these parking spaces, ½ shall initially be provided with the electric vehicle supply equipment necessary to function as on-line EVCSs upon completion of the project. The remainder shall be installed at such time as they are needed for use by customers, employees or other users. EVCSs shall be provided in disabled person parking spaces in accordance with state requirements.
 - 1) Construction of a hospital of 500 or more beds, or expansion of a hospital of that size by 20% or more.
 - 2) Construction of a post-secondary school (college), public or private, for 3,000 or more students, or expansion of an existing facility having a capacity of 3,000 or more students by an addition of at least 20%.
 - 3) Hotels or motels with 500 or more rooms.
 - 4) Industrial, manufacturing, or processing plants or industrial parks that employ more than 1,000 persons, occupy more than 40 acres of land, or contain more than 650,000 square feet of gross floor area.
 - 5) Office buildings or office parks that employ more than 1,000 persons or contain more than 250,000 square feet of gross floor area.
 - 6) Shopping centers or trade centers that employ 1,000 or more persons or contain 500,000 square feet of gross floor area.
 - 7) Sports, entertainment, or recreation facilities that accommodate at least 4,000 persons per performance or that contain 1,500 or more fixed seats.
 - 8) Transit projects (including but not limited to transit stations and park and ride lots).
- B. When abutting or adjacent to residentially zoned property, the following requirements shall also be applied:
1. Artificial lighting used to illuminate the premises shall be directed away from adjacent residentially zoned properties.
 2. Where multi-story buildings are to be utilized on lots abutting residentially zoned properties, such buildings shall be located or oriented in a manner which will minimize visual intrusion into neighboring residentially zoned property. (This may be accomplished by setting the building back from the abutting property line beyond the distance required for the yard, selective placement or screening of windows, orienting the building in a manner which will not give occupants a direct view into the yards or windows of neighboring residents.)
 3. No signs shall be placed in a manner which visually intrudes into adjoining residentially zoned property.
 4. Trees shall be utilized as a means of improving the interface between commercial and residential uses where appropriate.

5. When abutting residentially zoned property, a masonry wall of not less than 6 feet in height shall be provided at the property line in accordance with the provisions for walls specified in Section 17.28.030.C to minimize conflicts between commercial and residential uses. This requirement shall be modified, where necessary to preclude interference with line-of-sight of a driver within 10 feet of any street, highway or alley, down to a maximum height of 42 inches. The design of the wall shall be considered as part of the site plan review. The site and any buildings thereon shall be designed to locate noise- and odor-generating equipment and activity in a manner which will have a minimal impact on abutting residentially zoned property. Such techniques may include, but are not limited to, no windows on the building wall(s) facing residentially zoned property, insulating structures housing equipment against noise, limitation of the hours of equipment operation, and other controls designed for specific problems. It shall be the burden of the applicant to prove that his project will not have a detrimental effect on neighboring residential property at the time of site plan review.
- C. All uses shall comply with the air quality standards of the Air Quality Management District (AQMD) or the city of Lancaster, whichever is more restrictive.

(Ord. 790 § 1 (Exh. A), 2001; Ord. 713 § 5 (part), 1995; Ord. 711 §§ 17 (part), 18 (part), 19(C) (part), 29 (part), 34 (part), 35 (part), 1995; prior zoning ord. § 241.080)

(Ord. No. 907, § 6, 10-28-08)

~~17.16.630 Penalties.~~

~~Any person who violates, causes, or permits another person to violate any provision of this chapter commits an infraction. Any person convicted of an infraction shall be subject to a civil fine to the maximum amount permitted by state law. Any person twice convicted of an infraction for repeat violations of the same provision within a one year period, may be charged with a misdemeanor upon being issued a citation for the repeated violation of the same provision. Any person convicted of a misdemeanor shall be subject to the maximum punishment permitted by state law.~~

~~Pursuant to Government Code Section 3-6900(a), the city attorney may prosecute these violations in the name of the people of the state of California.~~

~~(Ord. 801 § 2 (part), 2001; Prior zoning ord. § 251.050)~~

17.36.020 - Public hearings procedure.

- A. Notice of. No less than ~~1020~~ days prior to the date of any hearing other than a hearing on an application to grant a cemetery permit, the Director ~~of Development Services~~ shall:
1. Cause a copy of a notice of the time and place of such hearing to be published as follows:
 - a. Hearings on general amendments to the ordinance shall be published once in a newspaper of general circulation in the county of Los Angeles;
 - b. Hearings on permits, variances, nonconforming uses or structure review, or zone changes shall be published once in a newspaper of general circulation in the county of Los Angeles available in the community in which the permit or variance is proposed to be established except that, conditional use permits for a rock quarry, sand, gravel, or any excavation for the purpose of obtaining clay, decomposed granite or similar material shall be published in 2 newspapers of general circulation at least one of which is a newspaper available in the community in which such use is proposed to be established. Such publications if made in a daily newspaper, shall be for a period of not less than 5 consecutive publications of such newspaper, and if made in a weekly newspaper, shall be for a period of not less than 2 consecutive publications of such paper the first publication in either case appearing not less than 20 days before the date of the hearing;
 2. Cause a notice to be mailed by first class mail, postage prepaid, to:
 - a. The applicant and all persons listed in the application or petition as owners of the property under consideration, and
 - b. All persons whose names and addresses appear on the verified lists of property owners required to be submitted by the applicant, and
 - c. Such other persons whose property might in his judgment be affected by such application or permit;
 3. Cause a notice of the time and place of such hearing to be sent to such public officers, departments, bureaus or agencies who, in the opinion of the Director ~~s of Development Services~~, might be interested, requesting a report thereon;
 4. If for a revocation, also serve upon every person, if any, in real or apparent charge and control of the premises involved, the record owner, the holder of any mortgage, trust deed or other lien or encumbrance of record, the holder of any lease of record, the record holder of any other estate or interest in or to the premises or any part thereof, written notice of the time and place of such hearing either in the manner required by law for the service of summons, or by registered mail, postage prepaid;
 5. If the Director finds that the publication and mailing required by subsections A.1. and 2. of this section will not give sufficient notice to those persons who may be affected, he also shall post at such locations as he deems best suited to inform such persons, notices of the time and place of such hearing.

6. For centers with two or more tenant spaces, each tenant within the center shall be notified of the public hearing notice.

- B. Continuance of. If for any reason, the testimony on any case set for public hearing cannot be completed on the appointed day, the chairman of such hearing may before adjournment or recess, publicly announce the time and place at which said hearing will be continued and no further notice thereof shall be required.
- C. Notice of Action. The commission ~~or board of supervisors~~ shall serve notice of its action upon:
1. The applicant for a permit, variance, nonconforming use or structure review, or zone change, or the person owning and/or operating a use for which the revocation of a permit, variance, or nonconforming use or structure is under consideration as required by law for the service of summons or by registered or certified mail, postage prepaid, return receipt requested; and
 2. The following persons by first class mail, postage prepaid:
 - a. The first 3 protestants testifying or speaking at the public hearing, except at a hearing for the revocation or modification of any permit, variance, or nonconforming use or structure,
 - b. The first 3 persons testifying or speaking at a public hearing in favor of the revocation or modification of any permit, variance, or nonconforming use or structure,
 - c. Any other persons testifying or speaking at a public hearing that request such notification from the chairman at the hearing.

(Prior zoning ord. §§ 631—633)

Article VII. - Nonconforming Uses and Structures

17.32.830 ~~— Purpose~~

This article is intended to allow for the continuation, maintenance, and limited expansion of uses, lots, and structures established in compliance with development codes in effect at the time of establishment of the use of structure, but not in compliance with current development codes.

Definition of types.

~~As used in this article the expressions "Type 1, Type 2, Type 3, Type 4 and Type 5 building" are used as defined in Part V, Chapter 17 of said Ordinance No. 2225 (Building Code).~~

~~(Prior zoning ord. § 509.1)~~

17.32.840 - Establishment of lawful nonconforming uses, structures and lots

Regulation of.

Any lawfully established use, structure, or lot that is in existence on the effective date of the ordinance codified in this title or any subsequent amendment but does not comply with all of the standards and requirements of this title shall be considered nonconforming. Nonconforming uses and structures may only be continued subject to the requirements of this Article.

~~The following regulations shall apply to all nonconforming uses:~~

- A. ~~— Nonconformities, Generally. A nonconformity may result from any inconsistency with the requirements of this title including, but not limited to location, density, floor area, height, yard, usable open space, buffering, performance standards, or the lack of an approved permit of other required authorization. Continuation of Nonconforming Uses. A nonconforming use may be continuously maintained provided there is no alteration or addition to any structure nor any enlargement of area, space or volume occupied by or devoted to such use, except as otherwise provided in this title.~~
- B. Nonconforming Lots. Any lot that is smaller than the minimum lot size required by this title or does not meet any of the applicable dimensional requirements shall be considered a lawful nonconforming lot if it is described in the official record on filed in the office of the Los Angeles County Recorder as a lot of record under one ownership. A nonconforming lot may be used as a building site subject to compliance with all applicable requirements, unless a variance or other modification or exception is approved as provided in this title.

~~Additions to a Nonconforming Use. This section does not authorize the extension, expansion or enlargement of the area of land or the area within a building or structure devoted to a nonconforming use or permit the addition of land, buildings or structures used in conjunction with such nonconforming use except:~~

- ~~1. To the extent required by a subsequently enacted or subsequently adopted law, ordinance or regulation and the director so finds. Such additions as are permitted by this subsection shall not be construed to extend the termination date of the subject nonconforming use;~~
- ~~2. Additions may be made to a nonconforming dwelling unit without requiring any additional garage, carport, parking space or driveway paving, provided that such additions neither increase the number of families that can be housed in such structure, nor occupy the only portion of an area which can be used for required garages, carports, parking space or access thereto. Such additions as are permitted by this subsection shall not be construed to extend the termination date of the subject nonconforming use.~~

- ~~C. Additions to a Nonconforming Building or Structure. Additions may be made to a nonconforming building or structure which is not in violation of any provisions of this title and is nonconforming only because it does not meet the following standards of development as provided herein:~~
- ~~1. Yards provided such addition or expansion is developed pursuant to the yard requirements of this title;~~
 - ~~2. Building height limits, but not including floor area ratio or maximum lot coverage provisions, provided such addition or expansion is developed pursuant to the height requirements of this title;~~
 - ~~3. Access and paving, width of access, improvement and landscaping of parking areas, provided such addition or expansion shall be developed pursuant to the parking provisions of the zone in which it is located. Where the amount of parking provided prior to such addition is sufficient to comply with the zone after such expansion the addition shall be deemed to comply with this subsection;~~
 - ~~4. Such additions as are permitted by this subsection shall not be construed to authorize the modification of any provision of this title nor extend the termination date of the subject nonconforming use.~~
- ~~D. Substitution of a Conforming Use in a Structure—Nonconforming Due to Standards Other Than Parking. A use which is not in violation of any provisions of this title and is nonconforming only because it does not meet the requirements of the standards of development, other than automobile parking space requirements, may be changed to a use permitted in the zone. Any such change of use shall not extend the termination date established for the original nonconforming use.~~
- ~~E. Substitution of a Conforming Use in a Structure—Nonconforming Due to Parking. A use which is not in violation of any provisions of this title and is a nonconforming use only because it does not meet automobile parking space requirements may be changed to a use permitted in the zone having the same or a lesser parking requirement. Any such change of use shall not extend the termination date established for the original nonconforming use.~~
- ~~F. Building and Structures Under Construction. Any building or structure, for which a valid building permit has been issued prior to the operative date of this title or any amendment thereto, may be completed and used in accordance with the provisions of this title, provided:~~
- ~~1. That such construction or the proposed use of such building or structure under construction is not in violation of any other ordinance or law at said operative date; and~~
 - ~~2. That such building or structure is completed within:~~
 - ~~a. One year from said operative date, if 2 stories or less in height and not more than 70,000 square feet in floor area, except that one additional month shall be permitted for each 15,000 square feet in excess of said 70,000 square feet;~~
 - ~~b. One and one-half years from said operative date, if 3 to 6 stories in height and not more than 100,000 square feet in floor area, except that one additional month shall be permitted for each 15,000 square feet in excess of said 100,000 square feet;~~
 - ~~c. Two years from said operative date if 7 stories or more in height and not more than 150,000 square feet in floor area except that one additional month shall be permitted for each 15,000 square feet;~~
 - ~~3. That such building or structure is completed in accordance with the plans and specifications on which such building permit was issued.~~
- ~~G. 1. Repair or Restoration of Damaged or Destroyed Residential Buildings in Residential Zones Which are Nonconforming Solely by Virtue of the Property Development Regulations. A residential building in a residential zone which was legally constructed in accordance with~~

~~the lot dimensions, density, yard or lot coverage requirements in effect at the time of its construction, which is damaged or destroyed, may be repaired or restored to its original number of dwelling units and location on the lot or parcel which it enjoyed prior to the occurrence of such damage or destruction provided that such repair or restoration shall be commenced within one year of the date of damage or destruction and be diligently pursued to completion.~~

- ~~2.—Repair of Damaged or Partially Destroyed (50% or less) Nonconforming Buildings or Structures Other Than Signs. Any nonconforming building or structure other than signs, or any building or structure containing a nonconforming use, which is damaged or partially destroyed may be restored to the condition in which it was immediately prior to the occurrence of such damage or destruction, provided:
 - a.—That the cost of repair or restoration does not exceed 50% of the total replacement cost for the entire building or structure as determined by the current building valuation guide sheet used by the department of building and engineering services to ascertain plan check and building permit fees; and
 - b.—That such repair or restoration shall be commenced within one year of the date of damage or partial destruction and be diligently pursued to completion; and
 - c.—That repair or restoration shall not extend the termination date of such nonconforming use, building or structure specified in this title.~~
- ~~H.—Maintenance of Nonconforming Buildings or Structures. When maintenance or routine repairs within any 12 month period exceed 25% of the current market value of an existing building or structure as reflected by the current assessment roll, such building or structure shall be made to conform to the requirements for new buildings or structures as specified by this title. This provision does not apply to additions permitted by this article or to Section 17.40.120.~~
- ~~I.—Limitation on Additional Development. No new use, building or structure shall be developed on any lot or parcel of land containing a nonconforming use, building or structure unless the following conditions prevail:
 - 1.— That each existing and proposed use, building or structure, including appurtenant structures, improvements and open space, will be located on a lot or parcel of land having the required area as provided in Article II of Chapter 17.40; and
 - 2.— That such lot or parcel of land can be divided into smaller lots or parcels of land each of which when considered as a separate lot or parcel of land will contain not less than the required area; and
 - 3.— That each such lot or parcel of land so divided into smaller lots or parcels of land will comply with the requirements of this title as to the number and location of structures.~~
- ~~J.—Nonconforming Uses Created by the Adoption and Implementation of the General Plan. A use which was lawfully established in accordance with this title, and any amendments thereto, and other applicable ordinances in effect at the time of its creation, but which due to the adoption of the general plan and subsequent amendments to this title to implement the general plan, no longer complies with those regulations and requirements of the zone in which it is located, shall be subject to the following regulations:
 - 1.— Such uses may continue to be operated by the owner for a period of 20 years from the date which they became nonconforming. Section 17.32.850B shall not apply.
 - 2.— Such uses shall be terminated when the use is changed or discontinued under the conditions described in Section 17.32.850A.~~
- ~~K.—Exemptions for Senior Mobilehome Parks. An existing senior mobilehome park that becomes nonconforming as to the underlying general plan or zoning designation shall be deemed to be a legal and conforming use. Expansion of an existing senior mobilehome park shall not~~

~~terminate the legal and conforming status of any previously existing structures or uses in the mobilehome park.~~

~~(Ord. 900 § 8, 2008; prior zoning ord. § 509.2)~~

17.32.850 - Continuation and maintenance of nonconforming uses and structures

~~Termination of:~~

~~A. A use legally occupying a structure or site, as of the effective date of this code, that does not conform with the use regulations or the standards in the zone in which the use is located shall be deemed to be a legal nonconforming use and may be continued in perpetuity.~~
~~Termination by Discontinuance.~~

~~1. Discontinuance of a nonconforming use as indicated herein shall immediately terminate the right to operate such nonconforming use, except when extended as otherwise provided in this title:~~

~~a. Changing a nonconforming use to a conforming use;~~

~~b. Discontinuance of a nonconforming use for a consecutive period of one year.~~

~~2. Discontinuance of the keeping of animals for one year in a zone where the keeping of said animals is not permitted (R, MHP, MDR, HDR) or keeping numbers of animals on a 15,000 square foot lot which exceeds the number permitted for the lot area specified in Article IV of Chapter 17.08 for the keeping of such animals, shall terminate the right to keep same as a nonconforming use.~~

~~B. Termination by Operation of Law. The following nonconforming uses and structures shall be discontinued and removed from their sites within the time specified in this section, except when extended or revoked as otherwise provided in this title:~~

~~1. Where the property is unimproved, one year;~~

~~2. Where the property is unimproved except for structures of a type for which Ordinance No. 2225 does not require a building permit, 3 years;~~

~~3. Where the property is unimproved except for structures which contain less than 100 square feet of gross floor area, or where such structures have a total market value of \$500.00 or less as reflected by the current assessment roll, 3 years;~~

~~4. Signs as follows:~~

~~a. Signs as prohibited by Sections 17.12.150B, 17.12.370B, 17.12.660B, 17.12.820B, 17.16.150B and 17.16.360B (except for pole signs and roof signs which shall comply with subsection B.4.c. of this section), 90 days, and~~

~~b. Outdoor advertising signs and structures in accordance with subsections D and H of Section 17.40.210, and~~

~~c. All other signs and structures governed by the provisions of the zoning ordinance which were in effect before March 12, 1983, 10 years,~~

~~d. All other signs and structures governed by the provisions of the zoning ordinance which became effective after March 12, 1983, to the extent the requirements of Business and Professions Code Section 5495 apply,~~

~~e. Those nonconforming signs within a redevelopment project area, 10 years; A structure legally occupying a site as of the effective date of this code that does not conform with the property development standards for required yards, height, coverage, distances between structures, or other standards for the zone in which the structure is located shall be deemed to be a legally nonconforming structure and may be used and maintained in perpetuity.~~

~~C. It shall not be the intent of this section to render previously legally created building lots or legally constructed buildings which do not comply with the new property development~~

regulations or other requirements of this title to be nonconforming where these lots or buildings complied with the ordinances in effect at the time of construction. However, proof of compliance with ordinances in effect at the time of creation or construction shall be the sole burden of the applicant or property owner. Such proof may include building permits, minutes of council or commission action, case files, or other documentation.

- D. Routine maintenance and repairs may be performed on a structure or site, the use of which is legal nonconforming.
- E. When interpreting setbacks for a residential use in a residential zone that are legal nonconforming, new construction shall be permitted to maintain/continue the existing setback, provided the structure does not further encroach into the existing setback area by either further reducing the existing setback.
- F. Any nonconforming publicly owned use, including but not limited to, schools, colleges, parks, libraries, fire stations, sheriff stations and other public sites, may be added to, extended or altered if such additions, extensions or alterations do not extend beyond the boundaries of the original site established prior to the time approval was required. Nothing in this title pertaining to nonconforming structures shall be construed to require the termination, discontinuance or removal of such uses except as provided in Section 17.32.900.
- G. Any nonconforming public utility building, structure, equipment or facility necessary for operating purposes, but excluding offices, service centers or yards, may be added to, extended or altered, provided there is no change in use or enlargement of the original site established prior to the time such approval was required. Nothing in this ordinance pertaining to nonconforming structures shall be construed to require the termination, discontinuance or removal of such uses except as provided in Section 17.32.900.

- ~~5. Where a nonconforming use is carried on in a conforming structure, 5 years except where the provisions of subsection B.3. of this section apply;~~
- ~~6. In other cases 20 years from effective date of the ordinance or amendment thereto establishing said nonconforming status, and for such longer time so that the total life of the structure from the date of construction, based on the type of construction as defined by the building code, will be as follows:~~
 - ~~a. Type IV and Type V buildings (light incombustible frame and wood frame) used as:
 - ~~1) One family dwellings, 2 family dwellings, 3 family dwellings, apartment houses and other buildings used for residential occupancy, 35 years,~~
 - ~~2) Stores and factories, 25 years,~~
 - ~~3) Any other building not herein enumerated, 25 years,~~~~
 - ~~b. Type III buildings (heavy timber construction and ordinary masonry) used as:
 - ~~1) One family dwellings, 2 family dwellings, 3 family dwellings, apartment houses, offices and hotels, 40 years,~~
 - ~~2) Structures with stores below and residences, offices or a hotel above, 40 years,~~
 - ~~3) Warehouses, stores and garages, 40 years,~~
 - ~~4) Factories and industrial buildings, 40 years,~~~~
 - ~~c. Type I and Type II buildings (fire resistive) used as:
 - ~~1) One family dwellings, 2 family dwellings, 3 family dwellings, apartment houses, offices and hotels, 50 years,~~~~

- ~~2) — Theaters, warehouses, stores and garages, 50 years,~~
- ~~3) — Factories and industrial buildings, 50 years.~~

~~(Ord. 651 § 9, 1993; prior zoning ord. § 509.3)~~

17.32.860 - Restoration of damaged structure

A. Whenever a structure which does not comply with the property development standards prescribed in the zone in which the structure is located is destroyed by fire or other calamity to the extent of fifty percent (50%) or more, the structure may be restored and the legal nonconforming use may be resumed; provided, that restoration is started within two (2) years from the date of the calamity and diligently pursued to completion. The new structure may be restored to its original height or the maximum height permitted in the zone in which it is located, whichever is greater, and must be in full conformity with the parking, setback, and landscaping standards for that zone in effect at the time of reestablishment.

B. The extent of damage shall be based upon the ratio of the estimated cost of restoring the structure to its condition prior to such damage to the estimated cost of duplicating the entire structure as it existed prior thereto. Estimates for this purpose shall be made by or shall be reviewed and approved by the Building Official and shall be based on the minimum cost of construction in compliance with the Building Code. In the case of a use with multiple structures, the damage ratio shall be determined by comparing the cost of restoring the damaged structure(s) to its (their) condition(s) prior to such damage to the estimated cost of duplicating all structures associated with such use.

C. Whenever a structure is damaged less than fifty percent (50%), the structure shall be replaced to its legal nonconforming status or replaced with a structure in conformance with the code.

~~Public uses:~~

~~Any nonconforming publicly owned use, including but not limited to, schools, colleges, parks, libraries, fire stations, sheriff stations and other public sites, may be added to, extended or altered if such additions, extensions or alterations do not extend beyond the boundaries of the original site established prior to the time approval was required. Nothing in this title pertaining to nonconforming structures shall be construed to require the termination, discontinuance or removal of such uses except as provided in Section 17.32.900.~~

~~(Prior zoning ord. § 509.4)~~

17.32.870 - Zoning Compliance Review

~~Public utilities:~~

A. Uses and structures established in compliance with zoning codes in effect at the time of establishment of the use or structure but not in compliance with current zoning codes may obtain a certificate of zoning compliance through a Director's Review. A certificate of zoning compliance shall require a final occupancy review. The applicant must show, to the satisfaction of the Director, that the structure or use in question is in compliance with the original permit and/or codes in effect at the time the structure was constructed or the use was initiated

~~Any nonconforming public utility building, structure, equipment or facility necessary for operating purposes, but excluding offices, service centers or yards, may be added to, extended or altered, provided there is no change in use or enlargement of the original site established prior to the time such approval was required. Nothing in this ordinance pertaining to nonconforming structures shall be construed to require the termination, discontinuance or removal of such uses except as provided in Section 17.32.900.~~

~~(Prior zoning ord. § 509.5)~~

~~17.32.880 – Review of amortization schedule or substitution of use.~~

- ~~A. Request for Review. An application accompanied by the filing fee required by resolution of the city council may be filed with the commission:~~
- ~~1. Requesting extension of the time within which a nonconforming use or structure must be discontinued and removed from its site as specified in subsection B of Section 17.32.850 or subsection A of Section 17.44.100; or~~
 - ~~2. Requesting substitution of another use permitted in the zone in which the nonconforming use is first permitted where a nonconforming building is vacant despite efforts to insure continuation of a nonconforming use and is so constructed that it may not reasonably be converted to or used for a use permitted in the zone in which it is located.~~
- ~~The commission may accept such filing either before or after the date of expiration of such nonconforming use.~~
- ~~B. Application and Procedure. Except as specifically provided in this section, the application and all procedure relative to notification, public hearing and appeals shall be the same as for a conditional use permit.~~
- ~~C. Burden of Proof. In addition to the information required in the application, the applicant shall substantiate to the satisfaction of the zoning board and/or commission, the following facts:~~
- ~~1. That the nature of the improvement is such that to require cessation of use would impair the property rights of any person to such an extent as to be an unconstitutional taking of property; and~~
 - ~~2. That such adjustment will not be materially detrimental to the public health or safety, or to the use, enjoyment or valuation of property of other persons located in the vicinity.~~
- ~~D. Findings and Decisions. After a public hearing, the commission shall consider or the zoning board shall consider and recommend to the commission, applications for a nonconforming use and structure review. In making such determination, the commission shall consider the following principles and standards and shall approve such permit where the information submitted by the applicant and/or presented at public hearing substantiates the following findings:~~
- ~~1. That the nature of the improvement is such that to require cessation of use would impair the property rights of any person to such an extent as to be an unconstitutional taking of property; and~~
 - ~~2. That such adjustment will not be materially detrimental to the public health or safety, or to the use, enjoyment or valuation of property of other persons located in the vicinity.~~
- ~~E. Conditions. The commission in approving an application for a nonconforming use and structure review may impose conditions it deems necessary to insure that the approval will be in accord with the findings required. Conditions imposed by the commission may involve any pertinent factors affecting the establishment, operation and maintenance of the use requested, including, but not limited to those specified in Section 17.32.120.~~

~~(Prior zoning ord. § 509.6)~~

**Table 5-1:
Land Uses and Permit Requirements**

Uses	Downtown Districts:						
	BD	CD	TD	CA	CV	GD	NO
Retail/Service:							
Retail Store	P*	P*	P*	P*	C	P*	D* E
Grocery Store/Mini Mart/Neighborhood Market	C	C	C	C	C	C	C
Personal Services	P	P	P	P	P	P	D E
Restaurants/Cafe/Bakery/Deli	P*	P*	P*	P*	P*	P*	D E
Bar/Nightclub/Dance Club	C	C	C	C	C	C	--
Art Gallery	P	P	P	P	P	P	D E
Bank/Credit Union	C	P	C	C	C	C	D-
Automated Teller Machine	P	P	P	P	P	P	D E
Entertainment (theater, live music, karaoke, comedy, etc.)	C	C	C	C	C	C	C
<u>Active Entertainment (virtual reality, escape rooms, etc.)</u>	<u>D*</u>	<u>D*</u>	<u>D*</u>	<u>D*</u>	<u>D*</u>	<u>D*</u>	<u>D*</u>
Similar retail/service use to those permitted above	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>
Office:							
Professional Office	P	P	P	P	P	P	D E
Medical/Dental Office	P	P	P	P	P	P	D E
Similar office use to those permitted above	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>
Lodging:							
Hotel/Bed and Breakfast Rooms	P	P	P	P	P	P	--
Conference/Meeting Room Space	P	P	P	P	P	P	--
Similar lodging use to those permitted above	P	P	P	P	P	P	--
Public/Semi-Public:							
Government Office	P	P	P	P	P	P	D E
Day Care Center	P	P	P	P	C	P	D E
Church/Religious Institution	C	C	C	C	C	C	D E
Post Office	P	P	C	P	P	C	D E
School	C	C	C	C	C	C	D E
Recreation/Museum/Cultural	P	P	P	P	P	P	P
Similar public/semi-public use to those permitted above	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>
Residential:							
Detached Single-Family Unit	--	--	--	--	--	--	D P
Condominium/Apartment/Studio/Loft Units	P	P	P	P	P	P	P
Assisted living facility	C	C	C	C	C	C	--
Home occupation/Artist Studio/Home Office	P	P	P	P	P	P	P
Similar residential use to those permitted above	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>	<u>P/C/D</u>
Prohibited Uses:							
Outdoor storage on private property	--	--	--	--	--	--	--
Manufacturing/warehouse/light or heavy industrial	--	--	--	--	--	--	--
Hospital	--	--	--	--	--	--	--
Gas/service stations	--	--	--	--	--	--	--
Adult only/Sexually-oriented businesses	--	--	--	--	--	--	--
<u>Check Cashing for a Fee/Cash Advance/Bail bonds</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>
<u>Pawn Shop</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>
Key: P Permitted Use C Conditional Use Permit Required <u>D</u> <u>Director's Review Required</u> -- Prohibited Use <u>P/C/D</u> <u>Permitted if similar to permitted uses in the District or Director's Review required if similar to other uses that require a Director's Review in the District or</u> Conditional Use Permit <u>Required</u> <u>if</u> <u>similar to other uses that require a Conditional Use Permit in the District</u> * See text regarding alcohol sales							
BD: Boulevard District		TD: Transit District		CV: Civic Village District			
CD: Commerce District		NO: Neighborhood Office District		CA: Cedar Avenue Arts District			
GD: Gateway District							

OUTDOOR USES

Outdoor dining, merchandise displays, entertainers, temporary sidewalk/parking lot sales, and pushcart vendors may occur within the public sidewalk and on private outdoor spaces with the approval of an Outdoor Use Permit. The Planning Director has the authority to issue an Outdoor Use Permit if the following findings can be made.

- ◆ If located on a public sidewalk, the proposed use will maintain a minimum clear sidewalk path of at least five feet.
- ◆ The proposed use will not interfere with the ability of adjacent businesses, residents, or property owners to enjoy their property.
- ◆ If located on public property, the applicant has agreed to indemnify the City with an indemnification agreement satisfactory to the City Attorney. The applicant has also agreed to maintain liability insurance in the nature and amount satisfactory to the City Manager and City Attorney in order to protect the City from any potential claims that may arise from activity related to the use of public property. The policy shall name the City as an additional insured.
- ◆ The proposed use will not, under the circumstances of this particular case, be detrimental or injurious to property and improvements in the neighborhood, or to the general welfare of the City.

The Planning Director's decision to issue or deny an Outdoor Use Permit may be appealed to the Planning Commission.

NON-CONFORMING USES/BUILDINGS

Within Downtown Lancaster, there are uses and buildings that were lawfully established prior to the adoption of this Specific Plan. Many of these uses and buildings would not be allowed under the terms of this Specific Plan. As such, they are defined as non-conforming uses and buildings. Sections 17.32.830 thru 17.32.880 of the City of Lancaster Zoning Ordinance shall regulate non-conforming uses and buildings within Downtown Lancaster.

Commercial facade enhancements or renovations to legal non-conforming buildings shall be allowed if the enhancement or renovation does not enlarge the square footage of the building and the cost of the facade enhancement or renovation does not exceed 50% of the total replacement cost for the entire building or structure (as determined by the current building valuation guide sheet used by the Department of Building and Engineering Services to ascertain plan check and building permit fees). Projects that involve commercial facade enhancement or renovations to legal non-conforming buildings shall not be required to comply with the Development Specifications on Figure 5-10 through 5-17 since the non-conforming building was developed under different zoning regulations and standards. However, commercial facade enhancements or renovations shall be required to comply with the applicable facade Design Standards and Design Guidelines contained in Section 5-6 of this Specific Plan.

ALCOHOL USES

On-site [alcohol sales](#) and off-site alcohol sales shall require approval of a ~~Conditional Use Permit~~ or a Director's [Review](#) ~~(for alcohol sales in conjunction with a Type 2 license issued by the State Alcoholic Beverage Control)~~ as provided in Chapter 17.42 of the Lancaster Municipal Code. [On-site alcohol sales of beer and wine at a bona-fide restaurant shall require a Director's review.](#) The separation distance requirements as contained in Chapter 17.42 shall not apply within the Downtown Lancaster Specific Plan.

100.050. USE AND PERMIT REQUIREMENTS

TABLE 2

ALLOWABLE LAND USES

LAND USE	ZONE					
	SA	CC	EC	WD	NM	NL
RETAIL/SERVICE						
Art gallery	P	P	P	P	C ¹	N/A
Automotive repair	N/A	D	D	D	N/A	N/A
Automotive sales and services	N/A	C	C	C	N/A	N/A
Bank/credit union	P	P	P	P	C ¹	N/A
Bar/nightclub/dance club ²	N/A	C	C	C	N/A	N/A
Car wash	N/A	C	C	C	N/A	N/A
Entertainment (theater, live music, karaoke, comedy, etc.) ²	D	D	D	D	N/A	N/A
Gas station ²	N/A	D	D	D	N/A	N/A
Grocery store/mini mart/neighborhood market ²	P	P	P	P	C ¹	N/A
Health and fitness services	D	D	D	D	C ¹	N/A
Personal services	P	P	P	P	C ¹	N/A
<i>Tobacco and e-cigarette sales</i>	D	D	D	D	N/A	N/A
<i>Tattoo/body piercing</i>	N/A	D	D	D	N/A	N/A
<i>Pawn shops, thrift stores, and consignment stores</i>	N/A	D	D	D	N/A	N/A
Restaurants/café/bakery/deli ²	P	P	P	P	C ¹	N/A
Retail store	P	P	P	P	C ¹	N/A
OFFICE/PROFESSIONAL						
Professional office	P	P	P	P	C ¹	N/A
Medical/dental office	P	P	P	P	C ¹	N/A
Light industrial uses	N/A	N/A	N/A	P	N/A	N/A
LODGING						
Bed and breakfast ²	D	P	N/A	D	N/A	N/A
Conference/meeting room space	D	P	D	D	N/A	N/A
Hotel/motel*	C	P	N/A	D	N/A	N/A
PUBLIC/SEMI-PUBLIC						
Church/religious institution	C	P	P	D	C	C
Colleges and universities	C	C	C	N/A	N/A	N/A
Community gardens	D	D	D	N/A	D	D
Expansion of parking lot for institutional uses	D	D	D	D	D	D
Government office	P	P	P	P	N/A	N/A
Parking lots as a transitional use	D	D	D	D	N/A	N/A
Post office	P	P	P	P	N/A	N/A
Private school, trade and vocational schools	C	P	P	P	N/A	N/A
Recreation/museum/cultural	D	P	P	P	N/A	N/A

ALLOWABLE LAND USES

TABLE 2

LAND USE	ZONE					
	SA	CC	EC	WD	NM	NL
MIXED-USE						
Home occupation/home artist studio/home office	P	P	N/A	N/A	P	P
Live/Work – residential component	P	P ³	N/A	N/A	D ¹	N/A
Live/Work – commercial component	P	P	N/A	N/A	D ¹	N/A
Mixed-Use – residential component	P	P ³	N/A	N/A	C ¹	N/A
Mixed-Use – commercial component	P	P	P	P	C ¹	N/A
RESIDENTIAL						
Assisted living facility/residential care facility	C	C	N/A	N/A	C	N/A
Caretaker unit	N/A	N/A	D	D	N/A	N/A
Carriage unit (studio) located above detached garage	N/A	N/A	N/A	N/A	P	P
Multi-family: 2, 3, 4 units, multi-family	P ⁴	P ^{3,4}	N/A	N/A	P ⁴	P ⁴
Rooming and boarding houses	C	N/A	N/A	N/A	C	N/A
Single-family house on individual lot	N/A	N/A	P ⁵	P ⁵	P ⁴	P ⁴
Single-room occupancy (SRO)	D	D	N/A	N/A	D	N/A
RESIDENTIAL ACCESSORY USES						
Accessory structures/buildings (gazebos, sheds, etc.)	P	P	N/A	N/A	P	P
Swimming pools and pool equipment	P	P	N/A	N/A	P	P
Accessory dwelling unit	N/A	N/A	N/A	N/A	P	D
Guest house	N/A	N/A	N/A	N/A	P	P
Garage conversion ⁶	N/A	N/A	N/A	N/A	P	P
Day care as residential accessory use	D	D	N/A	N/A	D	D
Daycare Center	D	D	N/A	N/A	D	D
Electric vehicle charging station (EVCS)	P	P	P	P	P	P
Non-commercial solar energy systems, including building and ground-mounted photo-voltaic (PV) panels	P	P	P	P	P	P
Non-commercial wind energy systems (NC-WES)	D	D	D	D	D	D
Vertical-axis wind turbines (VAWTs)	D	D	D	D	D	D

NOTE: Permitted uses for each zone are set forth in **Table 2**. All land uses are as defined in **Section 17.04.240** of the Lancaster Municipal Code.

P = permitted use
D = director's review
C = conditional use permit
N/A = not allowed

¹ Use allowed only along Milling Street between Date Avenue and Fern Avenue and along Beech Avenue between Oldfield Avenue and Avenue J.

² Alcohol uses require a conditional use permit

³ Use allowed only on an upper floor, or behind a groundfloor street-fronting use.

⁴ Limited to Building Types permitted in each Zone – see **Section 100.070**.

⁵ Existing residential may continue to be used as a permitted use provided that such uses not be expanded by a cumulative total of more than 500 square feet of floor area.

TABLE 2

ALLOWABLE LAND USES

LAND USE	ZONE					
	SA	CC	EC	WD	NM	NL
TEMPORARY USES						
Temporary agriculture on vacant parcel (Urban Farm)	C	C	C	C	N/A	N/A
Temporary mobilehome as residence during construction	N/A	N/A	N/A	N/A	N/A	D
Cargo containers	D	D	D	D	D	D
OTHER USES						
Automated banking, movie rental, food vending machines	P	P	P	P	N/A	N/A
Christmas tree lots	D	D	D	D	N/A	N/A
Front Yard Agriculture	N/A	N/A	N/A	N/A	D	D
Mini-storage	N/A	N/A	N/A	P	N/A	N/A
Outdoor sales and promotional activities	D	D	D	D	N/A	N/A
Outdoor storage on private property	N/A	N/A	N/A	P	N/A	N/A
Research and Development	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>D</u>	<u>N/A</u>
Wireless telecommunications facilities (stealth)	D	D	D	D	N/A	N/A
Converted cargo container	D	D	D	D	N/A	N/A
Similar uses to those permitted above as determined by the Director	<u>P/D/C</u>	<u>P/D/C</u>	<u>P/D/C</u>	<u>P/D/C</u>	<u>P/D/C</u>	<u>P/D/C</u>
PROHIBITED USES						
Adult only/sexually-oriented businesses						
Check cashing/payday loans/bail bonds						
Manufacturing/heavy industrial						

NOTE: Permitted uses for each zone are set forth in **Table 2**. All land uses are as defined in **Section 17.04.240** of the Lancaster Municipal Code.

P = permitted use
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² Alcohol uses require a conditional use permit

³ Use allowed only on an upper floor, or behind a groundfloor street-fronting use.

⁴ Limited to Building Types permitted in each Zone – see **Section 100.070**.

⁵ Existing residential may continue to be used as a permitted use provided that such uses not be expanded by a cumulative total of more than 500 square feet of floor area.

⁶ Relocated parking spaces for garage conversions must be located at rear of property per Section 100.060 and accessed from an alley.

Exhibit B-

17.04.240 - Definitions.

Unless otherwise provided in this title, the definitions established in this section shall apply wherever such terms are used in this title, whether or not such terms are capitalized. Note: Definitions which are found in Title 16 also apply to the same terms as they are used within this title.

"Accessory building or structure" means a detached subordinate building or structure, the use of which is customarily incidental to that of the main building or to the main use of the land, and which is located in the same or a less restrictive zone and on the same lot or parcel of land with the main building or use.

"Accessory use" means a use customarily incidental to, related and clearly subordinate to a principal use established on the same lot or parcel of land, which accessory use does not alter said principal use nor serve property other than the lot or parcel of land on which the principal use is located.

"Adjacent" means 2 or more lots or parcels of land separated only by an alley, street, highway or recorded easement, or 2 or more objects that lie near or close to each other.

"Adjoining" means 2 or more lots or parcels of land sharing a common boundary line, or 2 or more objects in contact with each other. Lots or parcels of land which touch at corners only shall not be deemed adjoining. "Abut" or "abutting" and "contiguous" mean the same as adjoining.

"Adult" means a person who is 18 years of age or older.

"Affordability" means the economic feasibility to construct lower-income housing in the proposed development.

"Affordable housing" means housing as defined in Section 65589.5(h)(2) of the Health and Safety Code.

"Aircraft" means any contrivance, now known or hereafter invented, for use or designed for navigation of or flight in the air.

"Airport" means any area of land or water which is used or intended to be used for the landing and taking off of aircraft and any appurtenant areas used or intended to be used for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon. Airport includes heliport, helistop and landing strip.

"Alternative fuel" means biological materials, coal-derived liquids, electricity, ethanol, hydrogen, methanol, natural gas, propane and any other fuel that the Secretary of Energy finds to be substantially not petroleum and which would yield substantial energy security benefits and substantial environmental benefits. Reformulated gasoline or other fuel derived from crude oil is not considered an alternative fuel. (From Federal Energy Policy Act of 1992).

"Alternative fuel vehicle" means motor vehicles that run on fuels other than petroleum-based fuels. As defined by the National Energy Policy Act (EPACT), this excludes reformulated gasoline as an alternative fuel.

"Amphitheater" means unroofed or partially enclosed building or structure used for public assembly and/or entertainment including sports events, theatrical performances, concerts and recitals, circuses, stock shows and conventions. "Amphitheater" shall include stadium, sports arena and outdoor theater, but shall not include an entertainment park or its accessory buildings or structures.

Apartment, Bachelor. "Bachelor Apartment" means a dwelling unit in an apartment house, that combines sleeping, living, cooking and dining facilities into one habitable room. "Light housekeeping room" shall mean the same as bachelor apartment.

Apartment, Efficiency. "Efficiency apartment" means a dwelling unit in an apartment house, that combines sleeping, living, cooking and dining facilities into 2 habitable rooms, one of which shall be a kitchen. "Single apartment" and "efficiency living unit" mean the same as efficiency apartment.

Apartment, One-Bedroom. "One-bedroom apartment" means a dwelling unit in an apartment house, that contains a maximum of 3 habitable rooms, one of which shall be a kitchen.

Apartment, Two or More Bedroom. "Two or more bedroom apartment" means a dwelling unit in an apartment house that contains more than 3 habitable rooms.

Area, Net. "Net area" means the total area within the lot lines of a lot or parcel of land after public street easements or other areas to be dedicated or reserved for public uses are deducted from such lot or parcel. Does not include trails easement, or landscape easement for lots of less than 7,000 square feet.

"Automobile dismantling yard" means any premises used for the dismantling or wrecking of motor vehicles and trailers required to be registered under the Vehicle Code of the state of California including the buying, selling or dealing in such vehicles or integral parts or component materials thereof, and the storage, sale or dumping of dismantled, partially dismantled or wrecked inoperative vehicles and trailers.

Automobile dismantling shall not include the incidental storage of inoperative or disabled vehicles in connection with the legal operation of an automobile repair garage or automobile body and fender repair shop.

"Automobile impound yard" means any premises used for the temporary storage of vehicles which have been legally removed or impounded at the direction of a peace officer or by judicial order from public or private property as prescribed by law.

"Automobile parking space," as used in this title, means any permanently maintained space on the same lot or parcel of land as is located the structure it is designed to serve, so located and arranged as to permit the storage of, and be readily accessible under its own power to, a passenger automobile of average size. "Automobile storage space" means automobile parking space.

"Automobile repair" means general repair including but not limited to replacement of parts, engine and transmission rebuilding, electronic diagnosis, brakes and alignment, muffler and exhaust replacement, radiator repair or replacement, reconditioning and restoration; maintenance including tune up, oil change, and lubrication; damage repair including but not limited to body work, frame repair, upholstery and painting.

"Automobile service station" means uses where the primary business is the sale of motor vehicle fuels (including but not limited to alternative fuels such as compressed natural gas (CNG), liquified petroleum gas (LPG), and electric recharging stations), lubricants and other refined petroleum products, and automobile accessories such as tires, batteries, windshield wiper blades and other incidental auto parts, and may also offer minor automobile repair services, but not convenience items such as food or drink other than from vending machines.

"Basement" means that portion of a building between floor and ceiling, which is partly below and partly above grade (as defined in this section), but so located that the vertical distance from grade to the floor below is less than the vertical distance from grade to ceiling.

Biosolid Material. "Biosolid material" shall have the same meaning as "Sludge."

"Borrow pit" means the same as quarry.

"Buildable area" means that portion of the lot remaining after deducting all required setbacks from the lot when considered in conjunction with maximum lot coverage.

"Building" means any structure having a roof supported by columns or by walls and intended for the shelter, housing or enclosure of persons, animals, chattels or property of any kind.

"Building and safety official" means the building and safety official of the city.

Building, Enclosed. "Enclosed building" means a building enclosed on all sides.

"Campground" means a lot or parcel of land designed or used for tent camping including picnic areas, but excluding any structures for permanent human occupancy.

"Caretaker" means:

1. A person employed by and residing on the premises of an employer; or
2. The owner of any commercial/industrial enterprise or a member of his immediate family who assumes the primary responsibility for the necessary repair, maintenance, supervision or security of the real or personal property of the employer or owner which is located on the same or contiguous lots or parcels of land.

"Cargo container" means and includes, without limitation, a pre-manufactured, assembled reusable structure, typically made of metal but which can be made of other materials, that is delivered to a property in the city for use by an owner, occupant or licensed contractor as storage for construction materials and equipment, household items or other personal property. "Cargo container" includes, without limitation, vessels designed for packing, shipping or transportation of freight, articles, goods or commodities, and includes containers that are designed for and capable of being moved by railcar, motor vehicle, or ship. "Cargo container" does not include a storage shed or other structure that is or may be assembled at a property.

"Cellar" means that portion of a building between floor and ceiling which is wholly or partly below grade (as defined in this section) and so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling.

Centerline. Where reference is made to the centerline of any parkway, major or secondary highway, such centerline is deemed to be the centerline established by the county engineer for any proposed or dedicated public way which, in whole or in part, is included in any such parkway, major or secondary highway. Said established centerlines are those shown on a series of maps entitled "County Surveyor's Maps" or "County Surveyor's Filed Maps" on file in the office of the county engineer, except that, where two or more such centerlines are shown on any map in said series of maps, the centerline labeled "Proposed Centerline" is deemed to be the centerline of the parkway, major or secondary highway.

"Chapter" means a chapter of this title unless some other ordinance or statute is mentioned.

"City" means the city of Lancaster.

"City engineer" means the city engineer of the city. The functions of the city engineer may be performed by the Director of Development Services.

"Clean fuel vehicle" shall have the same meaning as stated in division 1 of the Motor Vehicle Code of California.

Co-located Facilities. "Co-located facilities" means wireless telecommunication devices that are attached to existing telecommunication towers or other existing structures such as light standards and power poles.

"Commercial coach" means a structure transportable in one or more sections, designed and equipped for human occupancy for industrial, professional or commercial purposes, which is required to be moved under permit and shall include a trailer coach as defined in Section 18001.8 of the Health and Safety Code.

"Commercial parking lot or building" means a parking area or structure established or operated as a business, providing off-street parking for a fee or charge.

"Commission" means the planning commission of the city of Lancaster.

"Communication equipment building" means a building housing operating electrical and mechanical equipment necessary for the conducting of a public utility communications business, with or without personnel.

"Community care facility" means any State licensed facility, place, or building that is maintained and operated to provide nonmedical residential care, day treatment, adult day care, or foster family agency services for children, adults, or children and adults, including, but not limited to, the physically, handicapped, mentally impaired, incompetent persons, and abused or neglected children and includes those types of facilities defined in section 1502 of the State Health and Safety Code.

"Consignment store" means a store which, for a mutually agreed upon method of compensation, accepts new or used merchandise to sell on behalf of the owner.

"Dairy" means any place or premises upon which milk is produced for sale or other distribution and where 3 or more cows or 7 or more goats are in lactation.

"Day care center" means any child day care facility other than a family home, and includes infant centers, preschools, and extended day care facilities as defined in Section 1596.76 of the Health and Safety Code.

"Density bonus" means an increased density of at least 25% over the maximum authorized density of the zone which is granted to a developer or property owner of a housing project agreeing to construct a prescribed percentage of lower-income units as defined by the California Government Code Section 65915 et seq.

"Detached living quarters" means living quarters within a detached accessory building located on the same premises as the main building, for use by temporary guests of the occupants of the premises. Such accessory building shall have no plumbing or plumbing facilities of any kind except for space heating, or air conditioning, or both and except in or for the purpose of supplying water to, or disposing of wastes from, a toilet or bathroom.

"Director" means the Director of Development Services of the City of Lancaster or duly authorized representative(s).

"Domestic animal" means an animal which is commonly maintained in residence with man.

"Duplex" means a building designed or used for residential purposes and containing 2 dwelling units.

"Dwelling unit" or "(DU)" means one or more habitable rooms in a building, portion of a building or mobilehome which is designed, intended to be used, or used for occupancy by one family with facilities for living, sleeping, cooking, eating and sanitation, which are legally constructed, placed or installed in accordance with all applicable provisions contained within this code including, but not limited to, the

city building, plumbing, electrical and fire codes. Dwelling unit shall also include any room which contains either a kitchen, kitchenette, cooking facilities or cooking appliance. (See definition of "guest room.")

"Earth station" means structures comprising one or more large parabolic reflectors which may be mounted on a circular control building and all appurtenant equipment necessary for the receiving, amplifying or transmitting of microwave signals in connection with a public utility communication route or system employing such earth stations and satellites in space.

"Electric distribution substation" means an assembly of equipment which is part of a system for the distribution of electric power where electric energy is received at a subtransmission voltage and transformed to a lower voltage for distribution for general consumer use.

"Electric transmission substation" means an assembly of equipment which is part of a system for the transmission of electric power where electric energy is received at a very high voltage from its source of generation by means of a network of high voltage lines and where, by means of transformers, said high voltage is transformed to a lower sub-transmission voltage for purposes of supplying electric power to large individual consumers, interchange connections with other power producing agencies or electric distribution substations for transformation to still lower voltage for distribution to smaller individual users.

"Electric vehicle (EV)" means an automotive-type vehicle for highway use, such as passenger automobiles, buses, trucks, vans and the like, primarily powered by an electric motor that draws current from a rechargeable storage battery, fuel cell, photovoltaic array or other source of electrical current. For the purpose of this title, electric motorcycles and similar type vehicles and off-road self-propelled electric vehicles such as industrial trucks, hoists, lifts, transports, golf carts, airline ground support equipment, tractors, boats, and the like are not included within the definition of electric vehicle. If any significant difference, as determined by the Director, exists between this definition and the definition of electric vehicle as stated in the National Electrical Code, then the definition as stated in the National Electrical Code shall apply.

"Electric vehicle charging station (EVCS)" means a location, either within a building or out-of-doors, which is properly and legally equipped with an electric vehicle connector and at which an electric vehicle may park, connect and charge its electrical storage system.

"Electric vehicle supply equipment" means the conductors, including the ungrounded, grounded and equipment grounding conductors, the electric vehicle conductors, attachment plugs, and all other fittings, devices, power outlets or apparatuses installed specifically for the purpose of delivering energy from the premises wiring to the electric vehicle. If any significant difference, as determined by the Director, exists between this definition and the definition of electric vehicle supply equipment as stated in the National Electrical Code, then the definition as stated in the National Electrical Code shall apply.

"Emergency shelter," as defined in health and safety code 50801(e), means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

"Entertainment park" means an entertainment or amusement complex developed as a regional visitor tourist attraction and organized around a central theme such as amusement rides and attractions, tours or exhibitions, including all related accessory uses, buildings and structures designed and operated for patron participation and pleasure in conjunction therewith.

"Equivalent financial value" means the cost to the developer/property owner based on the land cost per dwelling unit. This is determined by the difference in the value of land with and without the density bonus.

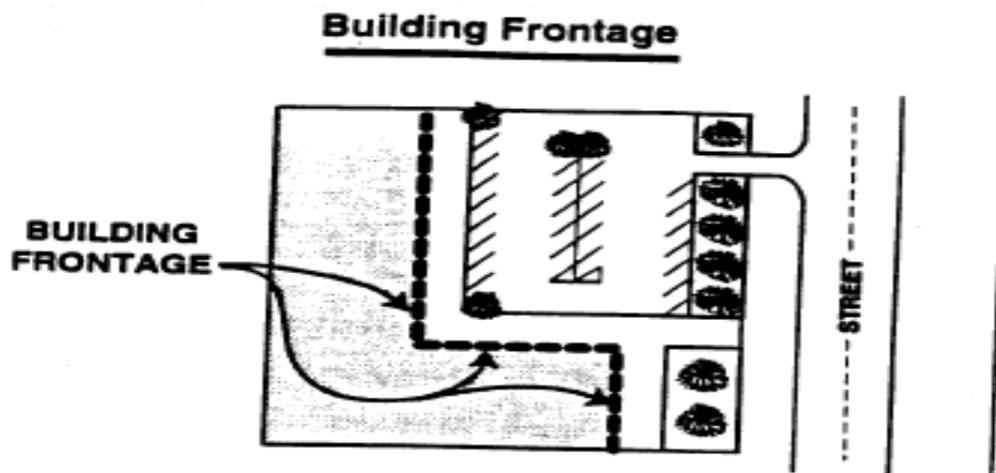
"Family" means an individual or two more persons living in a single dwelling unit. "Family" also mean the persons living together a residential facility, including transitional and supportive housing.

"Family day care home" means a home which provides care, protection and supervision of 12 or fewer children, in the provider's own home, for periods of less than 24 hours a day, while the parents or guardians are away, as defined in Section 1596.78 of the Health and Safety Code and includes the following:

1. "Large family day care home" means a home which provides family day care to 7 to 12 children, inclusive, including children under the age of 10 years who reside at home.
2. "Small family day care home" means a home which provides family day care to 6 or fewer children, including children under the age of 10 years who reside at the home.

"Floor area ratio" means the numerical value obtained through dividing the aboveground gross floor area of a building or buildings located on a lot or parcel of land by the total area of such lot or parcel of land.

Frontage, Building. "Building frontage" means that exterior building wall of a ground floor business establishment on the side or sides of the building fronting and/or oriented toward a public street, highway or parkway. Building frontage shall be measured continuously along said building wall for the entire length of the business establishment, including any portion thereof which is other than parallel to the remainder of the wall.



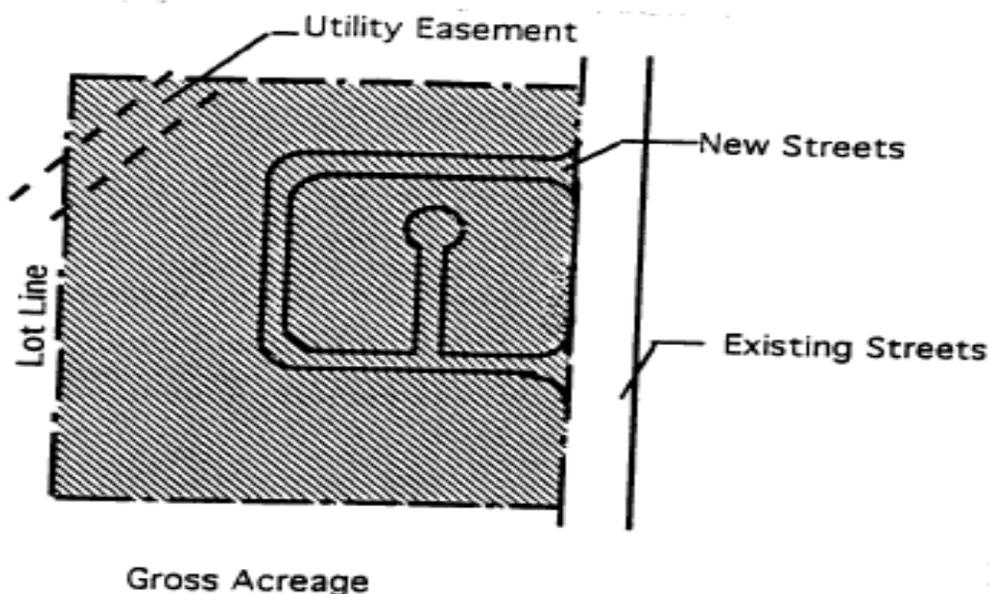
Frontage, Street or Highway. "Street or highway frontage" means that portion of a lot or parcel of land which borders a public street, highway or parkway. Street or highway frontage shall be measured along the common lot line separating said lot or parcel of land from the public street, highway or parkway.

Garage, Residential. "Residential garage" means an enclosed building, or portion thereof, used for the storage of motor vehicles owned or operated by residents, and for storage and other uses related to normal household purposes.

"General plan" means the adopted general plan of the city and all subsequent amendments thereto.

"Grade" (ground level) is the average of the finished ground level at the center of all walls of a building. In case walls are parallel to and within five feet of sidewalks, the above ground level shall be measured at the sidewalks.

"Gross acreage" means the total area within the boundary lines of a lot or parcel of land before public streets, easements, or other areas to be dedicated or reserved for public uses are deducted from such lot or parcel, and does not include adjacent lands already dedicated for such purposes.



"Gross floor area" means the total horizontal area of all the floors of a building enclosed within the surrounding walls, exclusive of areas within a building designed and used for the parking of vehicles.

"Guest house" means living facilities having no kitchen or cooking facilities, located on the same premises with the main building, which is provided for the sole use of family members, temporary guests, or persons permanently employed on the premises. The guest house shall be either attached or detached with a separate entrance and the floor area is limited to 500 square feet. The structure shall comply with all yard, coverage and other provisions of the title for the main dwelling unit and may not be rented. (See definition for "detached living quarters.")

"Guest ranch" means any property operated as a ranch which offers guest rooms for rent or hire and which has outdoor recreational facilities such as horseback riding, swimming or hiking.

"Guest room" means one habitable room with facilities for sleeping and sanitation which does not contain a kitchen, kitchenette, cooking facilities or cooking appliance(s) (the term "cooking appliance"

does not include coffee pots or refrigerators) and is designed, intended to be used, or used as temporary sleeping accommodations for any person.

"Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment; or as this definition is hereafter amended by the state of California.

"Health facility" means a facility, place, or building that is organized, maintained, and operated for the diagnosis, care, prevention, and treatment of human illness, physical or mental, including convalescence and rehabilitation and including care during and after pregnancy, or for any one or more of these purposes, for one or more persons, to which the persons are admitted for a 24-hour stay or longer, and include those facilities types defined in 1250 of the Health and Safety Code.

"Health retreat" means any use providing a preventive and rehabilitative health care program on a live-in basis and offering dietary education and control as well as physical therapy including gymnasium and other exercise equipment, solariums, yoga, swimming and outdoor recreational activities. "Health retreat" shall not include hospital, medical office or clinic or nudist camp.

"Heavy equipment" means bulldozers, graders, tractors, plows, cultivators, and similar earthmoving or farming vehicles and tools, and trucks designed to pull detachable trailers and the trailers they pull.

"Heavy equipment training school" means a lot or parcel of land used to train operators in the use of earth-moving and construction equipment including motor graders, bulldozers, rollers, earth-movers, cable and hydraulic shovels, front loaders, drilling equipment, pile drivers, standing and truck cranes, fork lifts, welders and similar equipment.

"Height" means the vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitch or hip roof. In calculating the height, roof structures which comply with the provisions of Chapter 36 of the Building Code, Ordinance No. 2225, shall not be considered.

"Heliport" means any helicopter landing area used, designed or intended to be used for the receiving or discharging of passengers and cargo and shall include any appurtenant facilities for passengers, cargo, or for the servicing, repair, shelter or storage of helicopters.

"Helistop" means any helicopter landing area used, designed or intended to be used for the receiving or discharging of passengers and cargo but shall not include other appurtenant facilities permitted at a heliport other than a shelter for passengers.

"Highway line" means the ultimate right-of-way established for a regional, primary, secondary, or other arterial street or any other street by the general plan, by this title, or by Title 16 of this code. Such line is coterminous with the lot line on property adjoining a fully widened arterial or other street.

"Hog ranch" means any premises where 3 or more weaned hogs are maintained.

"Home occupation" means a use conducted for monetary gain within the boundaries of one's property, which use is incidental and secondary to the use of the property for residential purposes, and does not change the residential character or appearance of the dwelling, or adversely affect the uses permitted in the residential zone. These provisions do not apply to uses which are permitted as a matter of course within residential zones.

"Hospital" means any institution, place, building or agency licensed by the Departments of Public Health or Mental Hygiene of the state of California, which maintains and operates organized facilities for the diagnosis, care and treatment of human illness, including care during and after pregnancy. Hospital includes sanitarium, sanatorium, maternity home and convalescent hospital.

Hospital, Small Animal. "Small animal hospital" means any facility providing medical or surgical treatment, clipping, bathing, or other services, including incidental boarding to dogs, cats and other small animals.

"Hotel" means any building containing 6 or more completely furnished guest rooms or dwelling units, the majority of which have an entrance directly from an inside corridor, with automobile parking spaces provided on the lot or parcel of land for such guest rooms or dwelling units as required therefor, and such guest rooms or dwelling units are designed, intended to be used, or used for temporary sleeping purposes by registered guests. No hotel shall be allowed to have more than 40% of its total gross floor area devoted to dwelling units. (See definition of "dwelling unit.")

Household Appliance, Large. "Large household appliance" means a tool or machine designed for a particular household use, which is operated by gas or electricity. A large household appliance includes stoves, furnaces, refrigerators, washers, dryers, and similar devices of like size.

"Junk and salvage" means old, secondhand or scrap ferrous and nonferrous metals, paper and paper products including roofing and tar paper, cloth and clothing, wood and wood products, manufactured rubber products, rope, manufactured plastic products, paint, manufactured clay and porcelain products, trash, and similar materials, and shall include dismantled machinery, equipment and parts. Junk and salvage shall also include the baling of cardboard boxes, paper and paper cartons.

"Junk and salvage yard" means any premises, establishment or place of business which is maintained, operated or used for storing, keeping, buying, selling or dismantling of junk and salvage.

"Kitchen" means any room, all or part of which is designed and used for the storage, refrigeration, cooking and preparation of food.

"Land reclamation project" means a project established to restore otherwise unsuitable land to useful purposes through the use of fill materials such as rubbish, waste, excluding sludge or biosolid materials, soil and other unwanted materials. "Land reclamation project" shall include a dump or waste disposal facility.

"Landscape maintenance" means the regular, periodic care that is necessary to keep landscaped areas active and healthy and shall include but not be limited to weed and trash removal, cultivation, irrigation, fertilizing, pruning and replacement of damaged, dying or dead plants with the approved species.

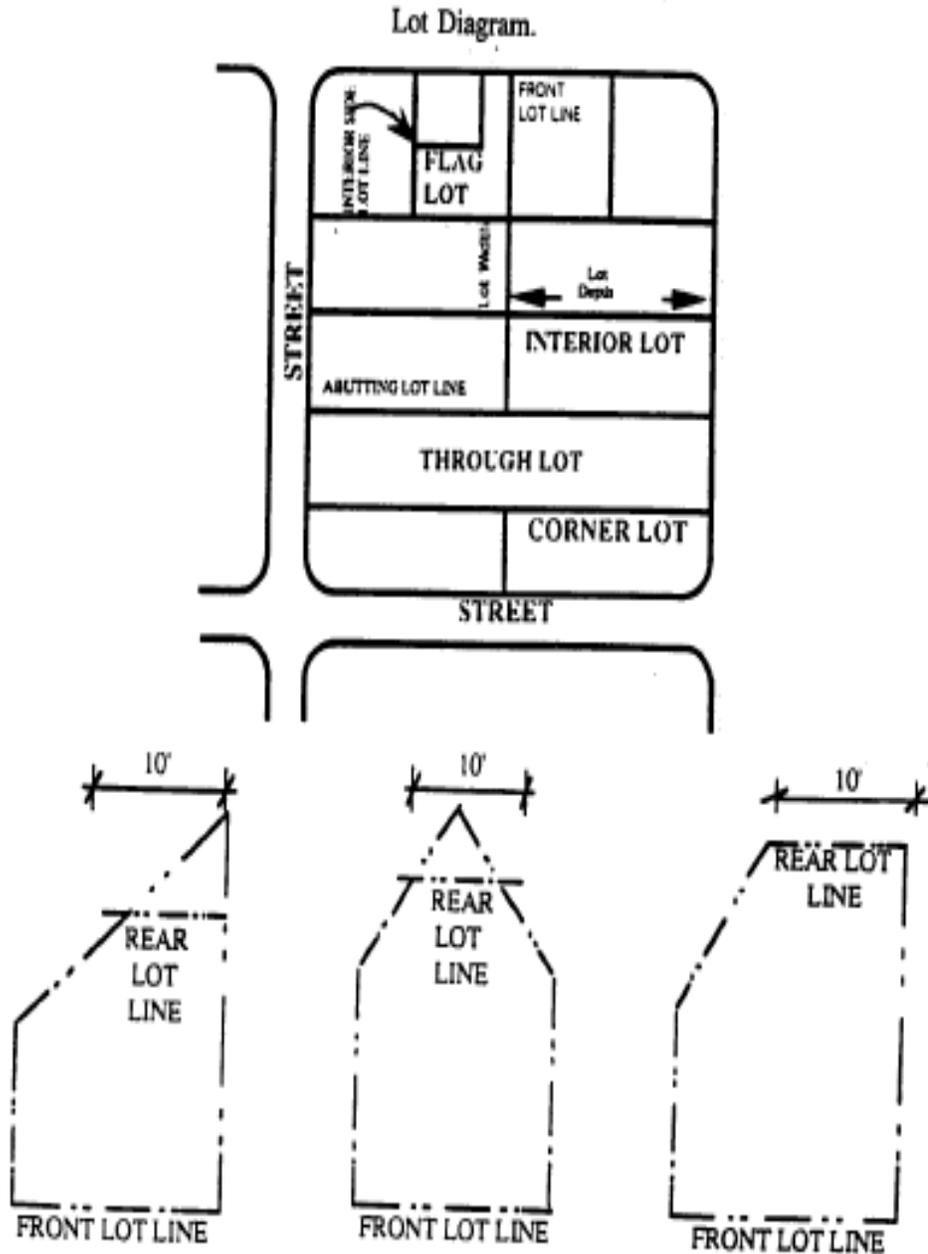
"Landscaping" means the preparation of the ground and the subsequent planting of trees, shrubs, vines, ground cover, flowers, or lawns singly or in combination with each other. In addition, the combination or design may include natural features such as rock or stone and structural features including but not limited to fountains, sculpture, walls, fences, and street furniture.

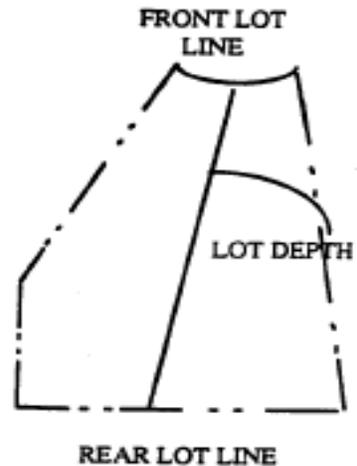
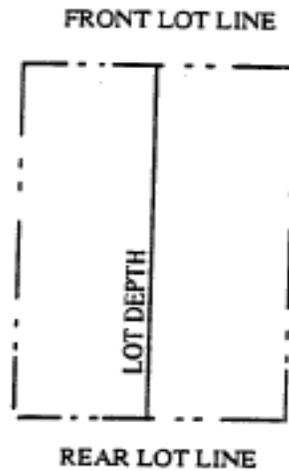
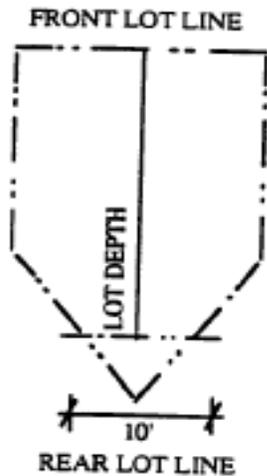
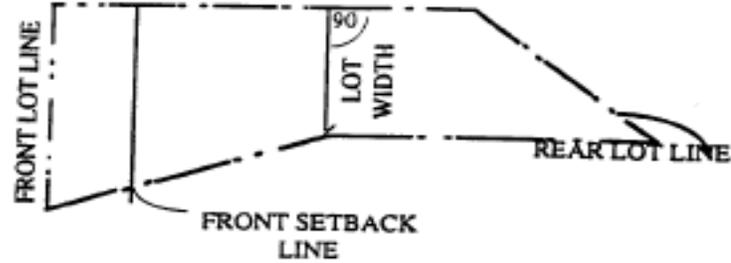
"Lodger" means a person who occupies a rented room in the house of another.

Lot, Corner. "Corner lot" means a lot or parcel of land situated at the intersection of two or more parkways, highways or streets, which parkways, highways or streets have an angle of intersection measured within said lot or parcel of land of not more than 135 degrees.

"Lot coverage" means the total horizontal area of a lot, parcel or building site covered by any building which extends more than 3 feet above the surface of the ground and including any covered vehicular parking spaces.

"Lot depth" means the horizontal distance from the highway line to the rear lot line of the lot or parcel of land, measured from the midpoint of the highway line, where it fronts the lot, to the midpoint of the rear lot line. (See also the definition of "highway line.")





Lot, Flag. "Flag lot" means a lot or parcel of land taking access by a strip, the owner of which lot or parcel of land has fee simple title to said strip extending from the main portion of the lot or parcel of land to the adjoining parkway, highway or street.

Lot, Interior. "Interior lot" means a lot or parcel of land other than a corner or flag lot.

"Lot line" means a boundary line of a lot or of a parcel of land.

Lot Line, Front. "Front lot line" means a line separating the front yard from the parkway, highway or street upon which the yard fronts or, in the case of a flag lot where the front yard is oriented toward an adjoining lot, the line separating such front yard from said adjoining lot.

Lot Line, Rear. "Rear lot line" means a lot line which is opposite and most distant from the front lot line. For a triangular or gore-shaped lot, the rear lot line shall mean a line 10 feet in length within the lot which is parallel to the front lot line, or parallel to the chord of a curved front lot line, and at the maximum distance from the front lot line.

Lot Line, Side. "Side lot line" means any lot boundary line which is not a front lot line or a rear lot line.

Lot, Through. A "through lot" means a lot having frontage on two parallel or approximately parallel parkways, highways and/or streets.

"Lot width" means the horizontal distance between side lot lines as measured at a right angle from the midpoint of a straight line drawn in accordance with the definition of "lot depth."

"Low and very low income households" means income limits published by the State Department of Housing and Community Development. This definition applies to both for-rent and for-sale housing.

"Major highway" means a major highway or primary arterial designated on the circulation element of the general plan.

"Major wireless telecommunication facilities" means self-supporting, ground mounted facilities that exceed the maximum allowable height in the zone in which they are located. These facilities require Federal Communications Commission and Federal Aviation Administration review. The design of these structures shall best match the background color scheme as seen from the primary roadways adjacent to the site. Ground mounted cabinetry shall complement the adjacent buildings in color and material treatment. Typical major wireless telecommunication facilities include paging and data transfer services or personal communication services (PCS), and cellular telephone towers.

"May" is permissive.

"Microwave station" means a building housing equipment necessary for the receiving, amplifying or transmitting of microwave signals, including necessary antenna systems, along a communications route or system which employs microwave frequencies assigned by the Federal Communications Commission.

"Ministorage warehouse" means a warehouse and associated office and/or residence designed and intended to serve the storage needs of a variety of users from individuals to businesses on a rental basis.

"Mini wireless telecommunication facilities" means accessory structures attached to roof tops or buildings as an accessory or complementary use to the primary land use on the site. These structures do not exceed 10% of the height of the buildings on which they are mounted and must be fully enclosed or designed in a way that is consistent with the architectural design of the buildings on-site. Typical uses of mini wireless telecommunication facilities include building to building communications, local dispatch facilities, and small satellite communications facilities.

"Minor wireless telecommunication facilities" means freestanding structures essential to the primary use of the property and which do not exceed the height limit in the zone in which they are located. The structure can be roof or building mounted or solely ground mounted and be consistent with the design of the existing buildings on-site. Typical minor wireless telecommunication facilities include radio and television towers, regional dispatch facilities, and larger satellite communications facilities.

"Mixed use development" means the development of two or more land uses including, but not limited to a combination of residential, commercial or industrial uses on a single parcel of land or in a physically integrated group of structures.

"Mobilehome" means either of the following:

1. A structure transportable under permit in one or more sections, designed and equipped to contain not more than two dwelling units to be used with or without a foundation system; or
2. A structure transportable under permit in one or more sections, designed to be used with a foundation system for any of the following purposes:
 - a. Three or more dwelling units, as defined in Section 18003.3 of the Health and Safety Code,
 - b. A dormitory. A dormitory shall mean a room or rooms inhabited for the purposes of temporary residence by two or more persons,
 - c. A residential hotel, as defined in Section 50519 of the Health and Safety Code,

d. Efficiency units, as defined in Section 17958.1 of the Health and Safety Code.

Mobilehome does not include a recreational vehicle, commercial coach, or factory-built housing as defined in Section 19971 of the Health and Safety Code. The handicap accessibility and adaptability requirements of Title 24 of the California Code of Regulations applicable to dormitories, hotels and apartment houses shall be applicable to mobilehomes constructed for those purposes.

"Mobilehome lot" means a lot created through the approval of a mobilehome subdivision by the city.

"Mobilehome park" means any area or tract of land where two or more mobilehome spaces are rented or leased or held out for rent or lease to accommodate manufactured homes or mobilehomes used for human habitation as defined in Section 18211 of the Health and Safety Code.

"Mobilehome space" means an area of land within a mobilehome park designed for the accommodation of one mobilehome which is rented or leased by the owner or occupant of a mobilehome for placing a mobilehome thereon for residential purposes.

"Mobilehome subdivision" means the division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units into lots, for the purpose of sale of such lots, for use as individually owned sites for the installation of mobilehomes on foundation systems.

"Mobile recycling unit" means an automobile, truck, trailer or van, licensed by the department of motor vehicles which is used for the collection of recyclable materials. A mobile recycling unit also means the bins, boxes or containers transported by trucks, vans or trailers, and used for the collection of recyclable materials.

"Model home" means a dwelling unit which is constructed upon a proposed or recorded lot in a subdivision for which a tentative map has been approved or a final map recorded, and which is intended to be temporarily utilized as an example of a dwelling unit which has been, or is proposed to be, built in the same or similar subdivision or within a three mile city radius of the approval location. The number of model homes in a subdivision shall not exceed the number of separate and distinct floor plans offered by the developer. (A reverse or mirror image of an offered floor plan shall not be considered as a separate floor plan.)

"Model studio" means:

1. Any premises on which there is conducted the business of furnishing figure models who pose for the purpose of being observed or viewed by any person or of being sketched, painted, drawn, sculptured, photographed, or otherwise similarly depicted for persons who pay a fee or other consideration or compensation or a gratuity for the right or opportunity so to depict the figure model, or for admission to or for permission to remain upon or as a condition of remaining upon the premises; and/or
2. Any premises where there is conducted the business of furnishing or providing or procuring for a fee or other consideration or compensation or gratuity, figure models to be observed or viewed by any persons or to be sketched, painted, drawn, sculptured, photographed, or otherwise similarly depicted.

"Motel" means a single building or group of attached or detached buildings containing completely furnished guest rooms or dwelling units, the majority of which have a separate entrance directly from outside the building, with conveniently located automobile parking spaces provided on the lot or parcel of land for such rooms or dwelling units as required therefor, which are designed, intended to be used, or used wholly or in part for the accommodation of registered guests who are primarily transient

automobile travelers. No motel shall be allowed to have more than 40% of its total gross floor area devoted to dwelling units. "Motel" shall also include auto courts, motor lodges and tourist courts. (See definition of "dwelling unit.")

"Multiple-family project" means a building, or a portion of a building designed or used for occupancy by three or more families, living independently of each other and containing three or more dwelling units.

"Nightclub" means a place of entertainment, typically open at night, usually serving food and/or alcoholic beverages, which may have a floor show and/or offer live or recorded entertainment or music and/or space for dancing. A use that contains these operational characteristics shall be deemed a nightclub even if alcoholic beverages are not served.

"Nonconforming building or structure" means, unless otherwise specified by this title, any building or structure that was lawfully established and in compliance with all applicable ordinances and laws at the time this title or any amendment thereto became effective, but which, due to the application of this title or any amendment thereto, no longer complies with all the applicable regulations and standards of development in the zone in which it is located.

"Nonconforming use" means any use of land or property that was lawfully established and in compliance with all applicable ordinances and laws at the time this title or any amendment thereto became effective, but which due to the application of this title or any amendment thereto, no longer complies with all of the applicable regulations and standards of the zone in which it is located.

"Nudist camp" means any place where three or more persons not all members of the same family congregate, assemble, associate or engage in any activity while without clothing or covering or with partial clothing or covering but with any pubic area or any portion of the crease of the buttocks exposed in the presence of others or of each other, other than an occasional gathering in, or on the premises of a private home. Nudist camp includes growth center.

"Nuisance" means everything that endangers life, the public health, safety and welfare, gives offense to the senses, violates the laws of decency, or obstructs the reasonable and comfortable use of property by the owner or the occupant.

"Oath" means and includes affirmation.

"Open space" means space upon the land which is unoccupied by buildings, driveways and parking areas.

Open Space, Private. "Private open space" means open space which is intended for the exclusive use of the owner or tenant of a dwelling unit, which abuts said dwelling unit and is bounded by a wall, fence or landscaping on at least two sides, and may include a patio or balcony (covered or uncovered).

Open Space, Public. "Public open space" means open space which is available for use by the public at large.

Open Space, Usable Common. "Usable common open space" means open space which is available for use by all residents of the development and which is landscaped with lawns, trees and shrubs, and may contain paved walkways, patios, swimming pools, and similar improvements. Such open space shall have no dimension thereof less than 10 feet and area thereof not less than 200 square feet. All usable common open space shall be exclusive of required yards.

"Ordinance" means an ordinance of the city of Lancaster.

"Outdoor festival" means any music festival, dance festival, rock festival or similar musical activity to which both of the following apply:

1. Attendance by more than 500 persons is desired or may reasonably be expected; and
2. The festival will be held at any place other than in a permanent building or permanent installation which has been constructed for the purpose of or is so constructed that it can be used for conducting such activities.

It is immaterial whether music will be provided by paid or professional, or amateur performers or by prerecorded means; or whether admission is to be charged.

"Outside display" means the placement of goods, equipment, merchandise or exhibits at a location visible to the public view, other than within a building.

"Outside storage" means the storage of goods, equipment or materials outside of a building for any purpose other than outside display.

"Parcel of land" means a contiguous quantity of land, owned by, or recorded as the property of the same claimant or person, or in the possession of the same claimant or person pursuant to a recorded lease with a term of not less than 20 years.

"Pawnshop" means an establishment where a pawnbroker loans money on the security of personal property which is pledged in his keeping.

"Person" means any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, syndicate, county, city and county, municipality, district or other political subdivision, or any other group or combination acting as a unit.

"Pest control operator" means a person who engages in the business of eradicating or controlling any pest which is or is liable to be dangerous or detrimental to agriculture by the application of any substance, method or device, or who engages in the business of preventing, destroying, repelling, mitigating or correcting any disorder of plants by the same means or both. "Pest control operator" does not include a person engaged in the business of termite eradication or control.

Plot Plan. Whenever this title refers to a "plot plan" or "plan" it shall be construed to mean a site plan.

"Pool hall" means any entertainment establishment which has more than four pool tables or in which more than 50% of the gross floor area is devoted to pool tables and the space required to use such tables.

"Portable sign" means a freestanding sign not permanently affixed, anchored or secured to either the ground or a structure on the premises it occupies.

"Pot-bellied pig" means a pig classified as *Sus scrofa jubatus* Muller, or *Sus scrofa (cristatus) vittatus*, as commonly referred to as a Vietnamese pot-bellied pig, which stands no higher than 20 inches at the shoulder and is no longer than 40 inches from the tip of the head to the end of the buttocks, and weighs no more than 120 pounds. When such animals are located in an R zone they shall be registered with a nationally recognized registry as one of the above species of pot-bellied pigs and considered as pets.

"Premises" means any lot or lots and the buildings, structures, or other improvements located thereon.

"Principal use" means a primary or dominant use established, or proposed to be established, on a lot or parcel of land.

"Private property" means any property other than public property.

"Project grading" means any excavation or fill or combination thereof, necessary and incidental to impending building construction or other lawful development of the premises. Impending building

construction or other development as used in this section shall mean the initiation of such construction or development within one year of the date of application.

"Property line" means lot line.

"Pro shop" means an incidental commercial use operated in conjunction with, and on the same premises as a principal recreational use, which offers for retail sale sporting equipment and supplies customarily utilized in participating in such recreational activity. "Pro shop" does not include a general sporting goods store.

"Public property" means any real or personal property in which the city or any other governmental entity or any publicly regulated utility company possesses an ownership interest. Public property shall include, without limitation, any street, sidewalk, curb, curbstone, street lamp post, hydrant, tree, tree stake or guard, railroad trestle, electric light, power, telephone or telegraph system, any lighting system, public bridge or wall, drinking fountain, life preserver, lifesaving equipment, street sign, traffic sign or signal, street median, public park, or other publicly owned property or structure.

"Public utility service center" means any buildings or premises used for the administration of public utility repair, maintenance and installation crews including parking for vehicles, not to exceed 2 tons rated capacity, but not including warehouses or storage yards.

"Public utility service yard" means any buildings or premises used for the office, warehouse, storage yard, or maintenance garage of a public utility including microwave repeater stations when incorporated as a part of the service yard use.

"Quarry" means any place on a lot or parcel of land where dirt, soil, sand, gravel, rock, clay, decomposed granite, or other similar material is removed by excavation or otherwise. Quarry shall include mining operations for the removal of ores, precious stones, or other solid materials but shall not include project grading.

Recreation Club, Commercial. "Commercial recreation club" means a commercial enterprise offering the use of outdoor recreational facilities to the public.

Recreation Club, Private. "Private recreation club" means an association of persons who are bona fide members, paying regular dues, and organized to provide outdoor recreational facilities for members and their guests but not including an association organized primarily to render a service customarily carried on as a commercial enterprise.

Recreation Facilities, Neighborhood. "Neighborhood recreation facilities" means outdoor recreation facilities established by an association of persons who are bona fide members and operate as a nonprofit corporation to provide outdoor recreation facilities for residents in the immediate vicinity and their guests. Such facilities may include a clubhouse, changing rooms and similar subordinate facilities in conjunction with the outdoor recreation activity but shall not include a restaurant, bar or pro shop.

"Recreational trailer park" means any area or tract of land, within an area zoned for recreational use, where one or more lots are rented or leased or held out for rent or lease to owners or users of recreational vehicles or tents and which is occupied for temporary purposes.

"Recreational vehicle" means a motor home, travel trailer, truck camper or camping trailer, with or without motive power, designed for human habitation for recreational or emergency occupancy as defined in Section 18010 of the Health and Safety Code.

"Recyclable material" means reusable material including but not limited to metals, glass, plastic and paper, which are intended for reuse, remanufacture, or reconstitution for the purpose of using the

altered form. Recyclable material does not include refuse or hazardous materials. Recyclable material may include used motor oil collected and transported in accordance with Section 25250.11 and 25143.2(b)(4) of the California Health and Safety Code.

"Recycling facility" means a center for the collection and/or processing of recyclable materials. A "certified recycling facility" or "certified processor" means a recycling facility certified by the California Department of Conservation as meeting the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1986. A recycling facility does not include storage containers or processing activity located on the premises of a residential, commercial or manufacturing use and used solely for the recycling of material generated by that residential property, business or manufacturer. Recycling facilities may include the following:

1. Collection Facility. A collection facility is a center for the acceptance by donation, redemption or purchase, of recyclable materials from the public. Such a facility does not use power-driven processing equipment except as indicated in Article VI of Chapter 17.40, Criteria and Standards for Recycling Facilities. Collection facilities may include the following:
 - a. Reverse vending machine(s);
 - b. Small collection facilities which occupy an area of not more than 500 square feet, and may include:
 - 1) A mobile unit,
 - 2) Bulk reverse vending machines or a grouping of reverse vending machines occupying more than 50 square feet,
 - 3) Kiosk type units which may include permanent structures,
 - 4) Unattended containers placed for the donation of recyclable materials;
 - c. Large collection facilities which may occupy an area of more than 500 square feet and may include permanent structures.
2. Processing Facility. A processing facility is a building or enclosed space used for the collection and processing of recyclable materials. "Processing" means the preparation of material for efficient shipment, or to an end-user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning and remanufacturing. Processing facilities include the following:
 - a. A light processing facility occupies an area of under 45,000 square feet of gross collection, processing and storage area and has up to an average of 2 outbound truck shipments per day. Light processing facilities are limited to baling, briquetting, crushing, compacting, grinding, shredding and sorting of source-separated recyclable materials and repairing of reusable materials sufficient to qualify as a certified processing facility. A light processing facility shall not shred, compact or bale ferrous metals other than food and beverage containers.
 - b. A heavy processing facility is any processing facility other than a light processing facility.

"Redevelopment agency" means the redevelopment agency of the city of Lancaster.

Renovation, Exterior Façade. "Renovation, exterior façade" means a resurfacing of an existing building frontage so that the façade and signs are integrated into one unit.

"Required area" means:

1. The area of a lot which is shown as a part of a subdivision for purposes of sale, recorded as a final map or filed as a record of survey map approved as provided in the Subdivision Map Act or as provided in Ordinance No. 4478, entitled "Subdivision Ordinance," adopted March 19, 1945, except that where a parcel which otherwise would have been shown as one lot, is divided into two or more lots because of a city boundary line or a line between land the title to which was registered under the Land Title Law (Torrens Title) and land the title to which was not so registered, in which case "required area" means the area of such parcel; or
2. The area of a lot or parcel of land the right of possession of which, by virtue of a deed duly recorded, or by a recorded contract of sale, is vested in a person who neither owns nor has a right of possession of any contiguous parcel of property; provided, that the deed or contract of sale by which such right of possession was separated has been recorded prior to the adoption by the board of supervisors of the ordinance, which imposes the area requirements upon such lot or parcel of land; or
3. Minimum lot area is specified in the property development regulations of the zone. Required area shall not include the access strip of a flag lot extending from the main portion of the lot or parcel of land to the adjoining parkway, highway or street.
4. Where neither subsection 1, 2 or 3 applies, the required area is:
 - a. In the CPD zone the minimum lot area is 5,000 square feet.
5. A lot shown as such on a subdivision for the purpose of lease only does not have the required area unless it complies with subsection 2, 3 or 4 of this definition.

"Residence" means a building designed as a one-family dwelling unit or a two-family dwelling unit which complies with the current adopted U.B.C.

"Reverse vending machine(s)" means an automated mechanical device which accepts at least one or more types of empty beverage containers including, but not limited to aluminum cans, glass and plastic bottles, and issues a cash refund or a redeemable credit slip with a value not less than the container's redemption value as determined by the state. A reverse vending machine may sort and process containers mechanically provided that the entire process is enclosed within the machine. In order to accept and temporarily store all 3 container types in a proportion commensurate with their relative redemption rates, and to meet the requirements of certification as a recycling facility, multiple grouping of reverse vending machines may be necessary. A bulk reverse vending machine is a reverse vending machine that is larger than 50 square feet, is designed to accept more than one container at a time; and will pay by weight instead of by container.

Room, Habitable. "Habitable room" means an enclosed subdivision in a building commonly used for sleeping, living, cooking or dining purposes, excluding closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage space, cellars, utility rooms, and similar spaces. For purposes of applying parking space requirements:

1. If any of the above excluded rooms or spaces equals or exceeds 90 square feet of superficial floor area and is capable of being used for living or sleeping purposes, such room or space shall be considered a habitable room; or
2. If any room or space equals or exceeds 150 square feet of superficial floor area and is so designed to be capable of being used for both cooking and living, living and sleeping, or cooking and sleeping purposes, such room or space shall be considered as 2 habitable rooms,

except in a bachelor or efficiency apartment. Superficial floor area shall be measured as clear floor space, exclusive of fixed or built-in cabinets or appliances.

"Rooming house and boarding house" means a lodging house, or other building or structure maintained, advertised or held out to the public as a place where sleeping or rooming accommodations are furnished to the whole, or any part of the public whether with or without meals. Rooming house includes fraternity and sorority houses.

"Safety" means and includes a water supply for fire protection which complies with the requirements of Ordinance No. 7834 entitled "water ordinance," adopted August 2, 1960.

"Scenic highway" means a highway within the state scenic highway system of the state of California.

"Scrap metal processing yard" means any establishment or place of business which is maintained, used or operated solely for the processing and preparing of scrap metals for remelting by steel mills and foundries.

"Second dwelling unit" means an additional dwelling unit on a lot or parcel which provides complete independent living facilities and may be rented. For the purposes of this title a granny house is considered a second dwelling unit.

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

"Senior citizens and handicapped persons housing development" means a multiple-family housing development maintained for the occupancy of the elderly in which not more than 10% of the occupants are under 62 years of age, or for handicapped persons whose disabilities seriously restrict operation of a motor vehicle.

"Senior mobilehome park" is a mobile home park in which at least 80% of the spaces are occupied by or intended for occupancy by at least one person who is 55 years of age or older, or in which 100% of the spaces are occupied or intended for occupancy by persons 62 years of age or older.

"Shadow plan" means a diagram of the total area likely to be shaded from the sun on December 21st by an object of given height and dimension.

"Shall" is mandatory.

"Shopping center" means a group of attached commercial buildings, with a common architectural theme, which is designed and intended to house retail commercial uses on a lot(s) or parcel(s) of land with a total net area of 2 acres or more which is planned, developed and managed as an operating unit including the provision of on-site common parking and access to serve each use and its customers.

"Sign" means any name, figure, character, outline, spectacle, display, delineation, announcement, advertising, billboard, signboard, device, appliance, or any other thing of similar nature to attract attention outdoors or on the face, wall or window of any building, and shall include all parts, portions, units and materials composing the same, together with the frame, background and support of anchorage therefor, as the case may be. Any sign authorized by this title is allowed to contain noncommercial copy in lieu of any other copy.

"Sign area" means the entire surface area, excluding all support structures, of a single-faced sign or the largest face of a sign having 2 or more faces.



Sign Area, Total. "Total sign area" means the sum of the surface areas, excluding all support structural faces of a sign.



Sign, Awning or Entrance Canopy. "Awning or entrance canopy sign" means any sign affixed to an awning or removable canopy not permanently attached to or built as part of a building. Such signs shall be considered the same as a projecting sign for purposes of regulation.

Sign, Building Identification. "Building identification sign" means a sign which contains no advertising matter other than the name and/or trademark and/or address of the building to which it is affixed or of the occupant located therein.

Sign, Bulletin or Special Event. "Bulletin or special event sign" means a changeable copy sign on which bulletins, notices, messages or displays are placed.

Sign, Business. "Business sign" means a sign directing attention to the principal business, profession or industry located upon the premises upon which the sign is displayed, to type of products sold, manufactured or assembled, or to services or entertainment offered on said premises.

Sign, Changeable Copy. "Changeable copy sign" means a sign which is characterized by manually changeable copy, letters, symbols or numerals.

Sign, Civic Organization. "Civic organization sign" means a sign which contains the names of, or any other information regarding civic, fraternal or religious organizations located within an unincorporated community or city but which contains no other advertising matter

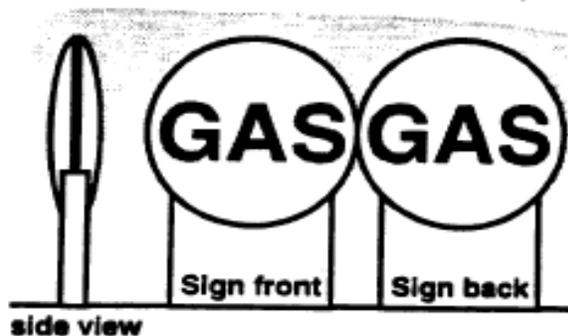
Sign, Community Identification. "Community identification sign" means a sign which contains the name of an unincorporated community or city of the county and appropriate travel directions but which contains no other advertising matter.

Sign, Construction. "Construction sign" means temporary sign denoting the architects, engineers, owners, lenders, contractors, future tenants and others associated with a construction project, but which contains no other advertising matter.

Sign, Directional and/or Informational. "Directional and/or informational sign" means a sign which indicates the route to, direction of, or location of a given goal, or which provides regulatory or service information of a nonadvertising character.

"Sign face" means that portion of a sign intended to be viewed from one direction at one time. Spherical, cylindrical, or other 3-dimensional signs not having conventional sign faces shall be considered to have 2 faces and the area of each sign face shall be computed from the smallest 3-dimensional geometrical shape or shapes which will best approximate the actual surface area of said faces.

Three Dimensional Signs



"Sign face height" means the vertical dimension of a sign face.

"Sign face length" means the horizontal dimension of a sign face.

Sign, Flashing or Scintillating. "Flashing or scintillating sign" means any sign which, by method or manner of illumination, flashes on or off, winks, or blinks with varying light intensity, shows motion or creates the illusion of motion, or revolves in a manner to create the illusion of being on or off.

Sign, Freestanding. "Freestanding sign" means a sign which is placed on the ground or has as its primary structural support one or more columns, poles, uprights or braces in or upon the ground. "Freestanding sign" includes ground, monument, pole, pylon and post signs.

Sign, Freeway-Oriented. "Freeway-oriented sign" means a sign oriented to be viewed primarily from an adjacent freeway which identifies a business engaged in the provision of food, lodging or motor vehicle fuel, and which is primarily dependent upon said freeway.

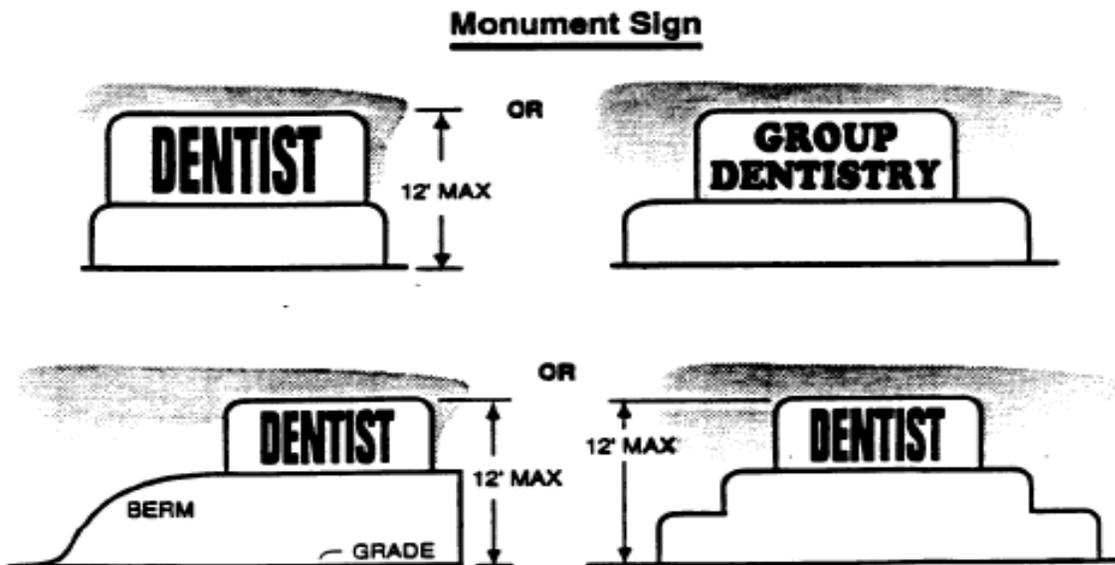
Sign, Fuel Pricing. "Fuel pricing sign" means a sign indicating, and limited to, the brand or trade name, method of sale, grade designation, and price per gallon of gasoline or other motor vehicle fuel offered for sale on the business premises; and such other information as may be required by county ordinance or state law.

Sign, Incidental Business. "Incidental business sign" means a business sign indicating credit cards accepted, trading stamps offered, trade affiliations and similar matters.

Sign, Lighted. "Lighted sign" means a sign which is illuminated by any source whether internal, external or indirect.

Sign, Marquee. "Marquee sign" means any sign painted on or affixed to the perimeter or border of a permanently roofed structure constructed as a part of a building and protruding over public or private sidewalks or rights-of-way. Such signs shall be considered wall signs for purposes of regulation.

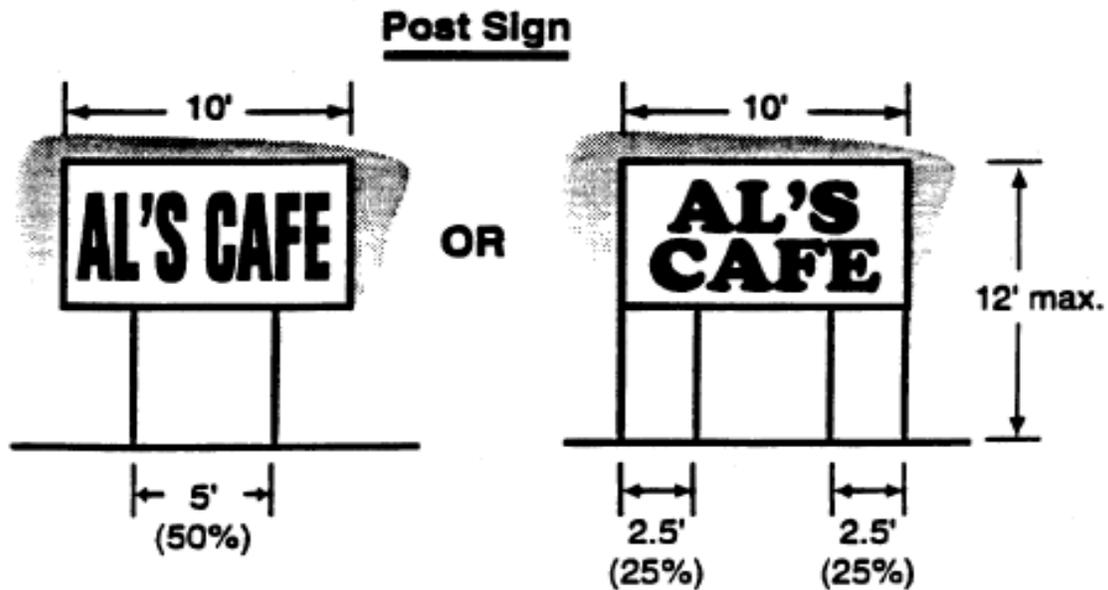
Sign, Monument. "Monument sign" means a freestanding sign which does not exceed 12 feet in height and is supported by an enclosed structure which has at least the same length and width as the sign face it supports.



Sign, Outdoor Advertising. "Outdoor advertising sign" means any sign directing public attention to a business, profession, product or service that is not a primary business, profession, product or service which is sold, manufactured, conducted or offered on the premises where such sign is erected or maintained. "Outdoor advertising sign" includes billboard.

Sign, Portable. "Portable sign" means a freestanding sign which is not permanently affixed, anchored or secured to either the ground or a structure on the premises it is intended to occupy.

Sign, Post. "Post sign" means a freestanding sign which is supported by not more than 2 enclosed poles or uprights in or on the ground, and the horizontal dimensions of such enclosure where it faces the same direction as the sign face is not less than 50% of the maximum length of the sign face. Where 2 enclosed poles or uprights are used the sum of the 2 equal horizontal dimensions of the enclosures is not less than 50% of the maximum length of the sign face.



Sign, Project Identification. "Project identification sign" means a sign which displays only the name of a multiple-family development or project and shall be only a wall sign or monument sign.

Sign, Projecting. "Projecting sign" means a sign which is affixed to and wholly supported by an exterior wall of a building or structure other than a wall sign.

Sign, Revolving. "Revolving sign" means a sign or any portion thereof which rotates, moves or appears to move in some manner by mechanical, electrical, natural or other means.

Sign, Roof. "Roof sign" means any sign erected upon and wholly supported by the roof of any building or structure. "Roof sign" shall not include a wall sign affixed to the roof eaves or that portion of an actual or false roof varying less than 45 degrees from a vertical plane as provided by this title.

Sign, Sidewalk. "Sidewalk sign" means a temporary, portable sign typically near or upon a sidewalk.

"Sign structure" means a structure existing, erected or maintained to serve exclusively as a stand, frame or background for the support or display of signs.

Sign, Subdivision Directional. "Subdivision directional sign" means a temporary single-faced sign used for the purpose of providing travel directions to a subdivision development offered for public sale for the first time.

Sign, Subdivision Entry. "Entry subdivision sign" means a temporary sign which provides necessary travel directions to and within a subdivision offered for sale or lease for the first time but contains no other advertising matter.

Sign, Subdivision Kiosk. "Subdivision kiosk sign" means a sign erected for the purpose of providing directional information in a uniform manner to new residential developments offered for sale for the first time to the public. Said sign may identify multiple developments and shall contain no advertising information other than the name of the development and a directional arrow. Subdivision kiosk signs may also contain directional information to public facilities.

Sign, Subdivision Sales. "Subdivision sales sign" means a temporary sign which contains the name of, and information relating to, a subdivision being offered for sale or lease for the first time.

Sign, Subdivision Special-Feature. "Subdivision special-feature sign" means a temporary sign which contains a description of the features and related information pertaining to a model home complex in a subdivision offered for sale or lease for the first time.

Sign, Temporary. "Temporary sign" means any sign which is intended to be posted for a maximum period of one year. Temporary signs include, without limitation as to content, political campaign signs, garage sale signs, search lights, real estate—for sale, lease, rent, or open house signs, holiday decorations, and seasonal sales signs.

Sign, Temporary Personal Message. "Temporary personal message sign" means a sign which is of a temporary nature and which displays only personal, as opposed to commercial, messages from the resident owner or occupant of the residential premises. Such messages may include, but are not limited to, birth announcements, greeting for a birthday or anniversary, and other messages of a personal nature.

Sign, Temporary Window. "Temporary window sign" means any sign painted on a window or constructed of paper, cloth, canvas or other similar lightweight material, with or without frames, and affixed to the interior side of a window and displayed so as to call to the attention of persons outside the building a sale of merchandise or a change in the status of the business.

Sign, Time, Temperature and Public Service. "Time, temperature and public service sign" means a sign which uses any system to display the time of day and/or atmospheric temperature, and which may have the means to display a programmable electronic public service message. Electronic messages of an advertising nature are not permitted on such signs.

Sign, Under-Marquee. "Under-marquee sign" means any sign suspended from the underside of a permanently roofed structure constructed as part of a building and protruding over public rights-of-way or private sidewalks.

Sign, Wall or Wall-Mounted. "Wall or wall-mounted sign" means a sign, other than a roof sign, affixed to and wholly supported by a building in such a manner that its exposed face is approximately parallel to the plane of said building and is not projecting more than 18 inches from the building face or from a permanent roofed structure projecting therefrom.

Wall Sign



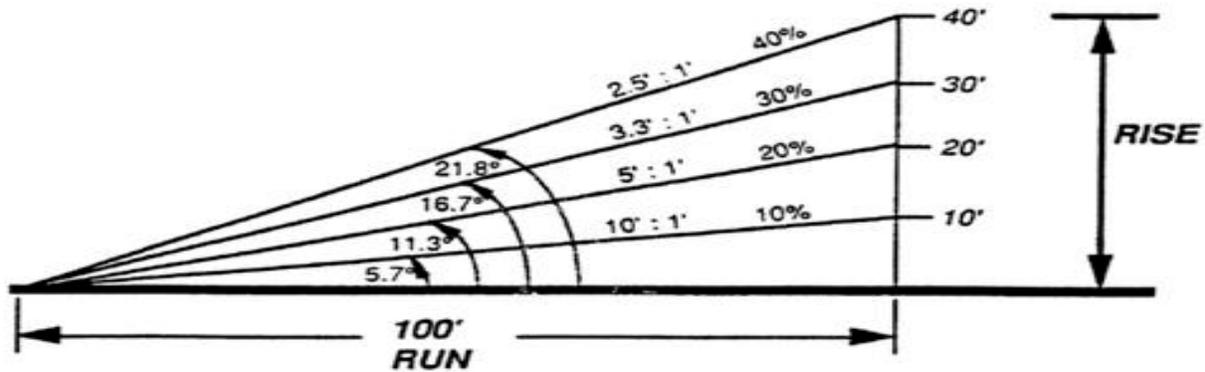
Sign, Window. "Window sign" means any sign which is painted on or otherwise permanently affixed to the display window glass or located inside the building within 3 feet of the display window glass.

"Single-family attached residence" means a building, containing only one kitchen, designed or used to house not more than one dwelling unit, which shares a common wall or walls with another dwelling unit

or units of the same type, and which is located on a separate lot from the unit or units with which it shares a common wall or walls. No such dwelling unit may occupy any space over or above another dwelling unit.

"Single-family detached residence" means a building containing only one kitchen, designed or used to house not more than one dwelling unit, not attached to or sharing a common wall with any other dwelling.

"Slope" means the degree of deviation of surface from the horizontal, usually expressed in percent or degrees.



Slope Percentage = rise / run = (x) feet run to one foot rise

"Sludge" means the accumulated matter, whether mechanically treated, irradiated, digested, stabilized, composted, or untreated, produced in the treatment of wastewater. This includes liquid, semi-liquid, and solid material that has been mechanically dewatered or air dried.

"Solar energy system" means either of the following depending upon the context of the ordinance:

1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage and distribution of solar energy for lot space heating or cooling, or for water heating, or generation of electricity; or
2. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage and distribution of solar energy for space heating or cooling, or for water heating.

"Solid fill" means any noncombustible materials, insoluble in water, such as soil, rock, sand or gravel, that can be used for grading land or filling depressions.

"Solid fill project" means any operation on a parcel of land where more than 1,000 cubic yards of solid fill materials are deposited for any purpose including the grading or reclaiming of land.

Special Use Permit. Whenever this title, or any case granted thereunder, refer to a "special permit" or a "special use permit" it shall be construed to mean a conditional use permit.

Stable, Boarding. "Stable, boarding" means a stable for the boarding of horses, mules or ponies for compensation.

Stable, Commercial. "Stable, commercial" means a stable which offers horses, mules or ponies for hire. Such stables may also offer training for such animals and/or riding instruction. Commercial stables may also board such animals for compensation.

"Stand" means a structure for the display and sale of products with no space for customers within the structure itself.

"Station" means the stopping place in a transportation system designed or intended to be used for the receiving or discharging of passengers and cargo, but shall not provide for the storage of the conveyance vehicle and shall not include any appurtenant facilities other than a shelter and ticketing facilities for passengers. Stations include train stations, bus stations, and similar transit stations.

"Stealth communication facilities" means wireless telecommunication facilities that may be over the height limit in the zone in which they are located, but are designed or camouflaged to blend into the surrounding background environment or be enclosed into the structure upon which they are mounted. Stealth facilities would not be recognizable as a wireless telecommunication device. Examples include wireless telecommunication facilities constructed within church steeples or towers, camouflaged by vegetation, or designed into the construction of other architectural building features.

"Story" is that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the roof above. Story includes a basement but not a cellar.

Street. See Section 16.04.060 of this code for definitions of the various types of streets.

"Structure" means anything construed or erected, which requires a fixed location on the ground, or is attached to something having a fixed location on the ground.

"Subdivision development" means a subdivision located wholly or partially within the city, a final map of which has been recorded prior to the date on which an application for a subdivision directional sign pursuant to the provisions of Section 17.40.220C has been filed.

"Subdivision directional sign base" means the base structure upon which subdivision directional signs are placed.

"Subdivision ordinance" means the subdivision ordinance of the city, codified as Title 16 of this code.

"Telephone repeater station" means a building used for housing amplifying equipment along aerial or underground telephone cable routes.

"Terminal" means any facility designed or intended to be used for the receiving or discharging of passengers or cargo and providing for the temporary or permanent storage of the conveyance vehicle. Terminals include train terminals, airports, bus terminals, freight terminals, harbor terminals, or any combination of the above commonly referred to as multipurpose terminals.

"Theater" means an enclosed building used for public assembly and/or entertainment including sports events, theatrical performances, concerts and recitals, circuses, stock shows and conventions. "Theater" includes auditorium.

"Tower height" means the height of the actual tower plus one-half the rotor diameter on horizontal axis installations, and the distance from the base of the tower to the top of the unit on vertical axis installations.

"Travel trailer" means a vehicle other than a motor vehicle which is designed for human habitation and which may be moved upon a public highway without a special permit or chauffeur's license.

"Travel trailer park" means any area or tract of land or a separate designated section within a mobilehome park where one or more lots are rented or leased or held out for rent or lease to owners or users of recreational vehicles used for travel or recreational purposes.

"Use" means and includes construction, establishment, maintenance, alteration, moving onto, enlargement and occupation. Wherever this title prohibits the use of any premises for any purposes, such premises and any building, structure or improvement on such premises shall not be used, occupied, altered or improved for such purpose, and no building, structure or improvement on such premises shall be erected, constructed, established, maintained, allowed to remain, altered, moved onto, or enlarged which is designed, arranged or intended to be occupied or used for such purpose.

Veterinary Clinic, Small Animal. "Small animal veterinary clinic" means any facility providing medical or surgical treatment, clipping, bathing and similar services to dogs, cats and other small animals, but excluding boarding or the keeping of animals on the premises other than those requiring emergency treatment or those recovering from anesthetic.

"Video game arcade" means any use where five or more coin-operated games of skill are kept and maintained for public use.

"Waste disposal facility" means any dump, transfer station, land reclamation project, incinerator except household incinerators and wood refuse to be burned in a suitable furnace, or other similar site or facility which is used or intended to be used for the transfer, salvage or disposal of rubbish, garbage or industrial waste. Waste disposal facilities do not stockpile, commercially compost, process, or handle sludge or biosolid materials.

"Wild animal" means any wild, exotic, dangerous or nondomestic animal, including but not limited to mammals, fowl, fish or reptiles.

"Wind energy conversion system" means a mechanism which is designed to utilize the natural movement of air as a means of generating electricity. The following terminology as it pertains to wind energy conversion systems is listed below:

"AWEA" means American Wind Energy Association.

"FAA" means Federal Aviation Administration.

"Guy wires" means wires or cables used in tension to support a tower.

"Non-commercial wind energy system ("NC-WES")" means a small wind energy system suitable for Rural Residential Zone (RR-1 and RR-2.5 only) meeting the requirements of Section 17.08.337, consisting of a wind turbine, tower, blades, associated controls and conversion electronics, which has a rated capacity that does not exceed the allowable rated capacity under the Emerging Renewables Fund of the Renewables Investment Plan administered by the California Energy Commission and which will be used primarily to reduce on-site consumption of utility power by converting mechanical energy into electricity.

"Tower" means the portion of the NC-WES upon which the wind turbine is mounted.

"Tower height" means the height above grade of the fixed portion of the tower measured from the ground to the top of the tower, excluding the wind turbine, blades and wind-measuring devices.

"USGS" means the United States Geological Survey.

"Vertical axis wind turbine (VAWTS)" means a small scale, non-commercial vertical axis wind turbine system, designed with a vertical axis, suitable for residential zones consisting of a wind turbine, tower, blades, associated controls and conversion electronics, which has a rated capacity that does not exceed the allowable rated capacity under the Emerging Renewables Fund of the Renewables Investment Plan administered by the California Energy Commission and which will be used primarily to reduce on-site consumption of utility power by converting mechanical energy into electricity.

"Wind turbine" means a non-commercial small wind turbine consisting of a wind turbine generator and rotors, which has a rated capacity of not more than one hundred (100) kilowatts (kW) and which converts kinetic energy in wind into mechanical energy.

"Wireless telecommunications facility" means a land use facility supporting antennas whips, panels or microwave dishes that send or receive radio frequency signals. Wireless telecommunication facilities include the structures or towers and related equipment buildings or cabinetry supporting the facility and can be manned or unmanned. Wireless telecommunications do not include noncommercial communication facilities such as licensed amateur radio stations and standard radio and television receive-only antennas.

"Writing" means and includes any form of recorded message capable of comprehension by ordinary visual means. Whenever any notice, report, statement or record is required or authorized by this title, it shall be made in writing in the English language unless it is expressly provided otherwise.

"Yard" means an open space on the same lot or parcel of land, other than a court, unoccupied and unobstructed from the ground upward, except as otherwise permitted by this title.

Yard, Front. "Front yard" means a yard extending across the full width of the lot or parcel of land. The depth of a required front yard shall be a specified horizontal distance between the highway line of any arterial or other street on which the property fronts, and a line parallel thereto on the lot or parcel of land, except as otherwise provided for a flag lot in Section 17.08.170A. On corner lots the front yard shall be located across the narrower frontage of the lot. A yard shall not be deemed a front yard if there is no right of access of any kind, pedestrian or vehicular, from the adjoining arterial or other street.

Yard, Rear. "Rear yard" means a yard extending across the full width of the lot or parcel of land. The depth of the required rear yard shall be a specified horizontal distance between the rear lot line and a line parallel thereto on the lot or parcel of land.

Yard, Side, Corner. "Corner side yard" means a yard bounded by an arterial or other street, extending from the required front yard, or the highway line on which the property fronts where no front yard is required, to the required rear yard or to the rear lot line where no rear yard is required. The width of such required side yard shall be a specified horizontal distance between the highway line of the arterial or other street on which the property sides, and a line parallel thereto on the lot or parcel of land.

Yard, Side, Interior. "Interior side yard" means a yard extending from the required front yard, or the highway line on which the property fronts where no front yard is required, to the required rear yard or to the rear lot line where no rear yard is required on other than a corner side yard. The width of a required interior side yard shall be a specified horizontal distance between each such side lot line and a line parallel thereto on the lot or parcel of land.

Yard, Street Side. "Street side yard" means the same as corner side yard.

(Ord. 900 § 1, 2008; Ord. 896 § 1 (Exh. A §§ 1, 2), 2008; Ord. 862 § 1, 2006; Ord. 849 § 1 (Exh. A § 1), 2005; Ord. 758 § 1 (Exh. A § 1 (part)), 1999; Ord. 753 § 1 (Exh. A § 1 (part)), 1999; Ord. 713 § 1, 1995; Ord. 711 § 3, 1995; Ord. 681 §§ 1, 2, 1995; Ord. 663 § 1, 1994; Ord. 661 § 3, 1994; Ord. 651 § 3, 1993; prior zoning ord. §§ 120—120.25)

(Ord. No. 921, § 1, 6-9-09; Ord. No. 954, § 1, 12-14-2010; Ord. No. 989, §§ 2—5, 7, 4-9-2013)

17.08.050 - Uses and permit requirements.

Residential Zones — Uses Matrix			
<p>USES</p> <p>P = permitted use / D = director's review</p> <p>C = conditional use / N/A = not allowed</p>	ZONES		
	RR-2.5 RR-1 SRR	R-15,000 R-10,000 R-7,000	MDR HDR
A. Uses.			
Single-family house on individual lot	P	P	D
Multi-family: 2 or 3 units	N/A	N/A	D
Multi-family: 4 or more units	N/A	N/A	P
Duplex on single-family corner lot in a new subdivision (minimum dimensions of 100' by 100')	N/A	P	N/A
Residential planned development (RPD)	C	C	C
Health facility ⁷	N/A	C	C
Community care facility (six beds or fewer) ⁸	P	P	P
Mobilehome on individual lot	D	D	D
Mobilehome parks	Permitted in MHP zone only		
B. Accessory uses.			
Accessory structures/buildings (gazebos, sheds, etc.) (Subject to Section 17.08.160)	P	P	P
Swimming pools and pool equipment (Subject to Section 17.08.160)	P	P	P
Accessory dwelling unit (Subject to Section 17.08.240)	D	D	D ²

Guest house (Subject to Section 17.08.230)	P	P	p ²
Garage conversion (Subject to Section 17.08.220)	P	P	p ²
Small family daycare (up to 7 children)	P	P	p ²
Large family daycare (8 to 14 children) (Subject to Section 17.08.190)	D	D	p ²
Home occupation/home office (Subject to Section 17.08.200)	P	P	P
Electric vehicle charging station (EVCS)	P	P	P
Non-commercial solar energy systems, including building and ground-mounted photo-voltaic (PV) panels	P	P	P
Non-commercial wind energy systems (NC-WES)	D	D	D
Vertical-axis wind turbines (VAWTs)	D	D	D
Cargo containers ³	P	N/A	N/A
Light agricultural uses ³	P	N/A	N/A
Carnivals ⁶	D	D	D
C. Temporary uses.			
Temporary mobilehome as residence during construction	D	D	D
Real estate sales office in conjunction with new subdivision	D	D	D
Model homes in conjunction with new subdivision	D	D	D
Cargo containers (Subject to Section 17.08.170)	P	P	N/A
D. Other uses.			
Animal boarding and training; kennels ⁴	C	N/A	N/A
Animal hospital ⁴	C	N/A	N/A

Arboretums and horticultural gardens	C	N/A	N/A
Churches	C	C	C
Colleges and universities	C	C	C
Commercial crop production	P	N/A	N/A
Commercial solar electrical generation facilities ⁴	C	N/A	N/A
Community gardens	D	D	D
Daycare center	C	C	C
Electric distribution substations	C	C	C
Equestrian center; commercial or boarding stables ³	C	N/A	N/A
Expansion of parking lot for institutional uses	D	D	D
Feed stores and related accessory uses ³	C	N/A	N/A
Gas metering and control stations	C	C	C
Golf courses and driving ranges, and accessory facilities	C	C	C
Land reclamation projects ⁴	C	N/A	N/A
Neighborhood wellness home	D	D	D
Parking lots as a transitional use	D	D	D
Radio and television stations and towers ³	C	N/A	N/A
Retail nurseries ³	C	N/A	N/A
Rooming and boarding houses	N/A	N/A	C
Schools, not including trade or commercial schools	C	C	C

Single-room occupancy (SRO) (Subject to 17.08.245)	N/A	N/A	D
Water reservoirs, pumping stations, tanks, wells, etc.	P	P	P
Wireless telecommunication facilities (stealth) ⁵	D	D	D
Wineries (minimum 10 gross acre lot)	C	N/A	N/A
Uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in these zones shall be subject to interpretation of the Director			

Notes:

¹ R-7,000 and R,10-000 zones only

² For single family homes in MDR and HDR zones, use, development standards and permit requirements within the urban residential single family zones shall be determined by the Director.

³ RR-1 and RR-2.5 zones only

⁴ RR-2.5 zones only

⁵ In conjunction with a non-residential use, such as a church, school, etc.

⁶ Subject to the provisions of Chapter 9.46.

⁷ In accordance with Section 1250 of the Health and Safety Code

⁸ In accordance with Section 1520 of the Health and Safety Code

(Ord. No. 989, § 1, 4-9-2013; Ord. No. 999, § 3, 8-26-2014)

17.08.340 - Residential Planned Development (RPD).

- A. Purpose and Intent. The purpose and intent of the residential planned development (RPD) is to allow for project designs that do not entirely meet the regulatory standards in this chapter, but do meet the design objectives of the general plan and design guidelines. The RPD promotes high-quality, well-planned developments with residential features and amenities beyond those typical of conventional development, including innovative site layout and design, high-quality architecture, enhanced pedestrian connections and provision of trails, parks and open space. The RPD also allows for project design that is sensitive to the unique physical characteristics of the site (such as clustering units to avoid development in flood-prone areas), or other circumstances that warrant special methods of development. The RPD would reduce developmental problems in hillside areas and preserve areas of natural scenic beauty through integrated planning and design, and unified control of development. It is further the purpose of this section to establish development standards for the RPD that will result in a project that is superior to conventional development, in exchange for greater flexibility and intensification of land use.
- B. Applicability. These specific standards are applicable for all residential planned developments in zones in which they are allowed subject to the granting of a conditional use permit.
- C. Standards. The following standards shall apply to all residential planned developments:
 - 1. Area. The proposed development plan shall encompass a gross area of not less than the acreage specified below by the zone in which the property is located:

Zone	Minimum Area
RR, SRR	10 acres
R, MDR, HDR	5 acres

- 2. The proposed development plan for an area less than specified above may be considered when there is no effective way to develop the property under conventional standards.
- 3. Density. In an RPD, the number of dwelling units shall be within the density range for the subject property as specified by the zone.
- 4. Type of Structures. Dwelling units may be single-family attached or detached structures, duplexes or multiple-family residential structures depending upon adjacent development and the compensating features of the development plan. The commission may approve places of public assembly, recreational buildings and accessory buildings if such facilities are for the primary use of persons residing within the planned development project and located so as not to be detrimental to adjacent properties.
- 5. RPD Development Standards. A builder shall adhere to the development standards as listed in section 17.08.060 and the design and performance standards listed in section 17.08.070, unless the builder proposes standards that will result in a more innovative and superior product, makes the finding that the project will meet or exceed the design goals and objectives of the general plan and design guidelines; and include a custom development standard table as part of the application.

6. Open Space and Trails. Open space, paseos and trails shall comprise not less than fifteen (15) percent of the net lot or parcel area exclusive of required yards, provided, however, that where the applicant submits evidence to the satisfaction of the commission that the particular development will contain compensatory characteristics which will provide as well or better for planned residential development within the intent of this section. Subject to the approval of the commission, open space shall include one or more of the following designated uses or facilities for the use and enjoyment of all the occupants of the planned residential development or appropriate phase thereof:
 - a. Common open space developed for recreational purposes;
 - b. Areas of scenic or natural beauty forming a portion of the proposed development;
 - c. Present or future recreational areas of noncommercial nature including parks and playgrounds. Where specifically approved by the commission, green fees or similar charges related to use of a golf course or similar open recreational use may be permitted, provided such charges are incidental to operation of said facilities, are not primarily commercial in nature, and do not alter the character of said recreational facility;
 - d. Hiking, equestrian or bicycle trails;
 - e. Landscaped portions adjacent to streets or highways which are in excess of minimum required rights-of-way or yards;
 - f. Other similar areas determined appropriate by the commission. In approving said open space, the commission shall give consideration to the project to be developed, the characteristics of such open space, the manner in which the open space is to be improved and maintained, and such other information as the commission deems pertinent. Reservation of open space shall be made a condition of approval. Such reservation shall be by public dedication, establishment of a maintenance district, common ownership, or other satisfactory means to insure the permanent reservation of and, where appropriate, perpetual maintenance of required open space.
7. Distribution of Open Space. Projects developed in phases shall be designed so that each successive phase will contain sufficient open space to independently qualify under the provisions of subsection C.5., provided however, that where the applicant submits development plans indicating to the satisfaction of the commission that the proposed development will provide as well or better for planned residential development within the intent of this section, the commission may approve a division of open space encompassing more than one phase. Where a division of open space will encompass more than one phase, the applicant shall provide the commission with a map indicating cumulative allocation and utilization of open space for each successive phase in each subsequent application.
8. Landscaping. The RPD shall adhere to the provisions of section 17.08.110 (landscaping) unless the builder proposes a landscaping plan with the finding that the project will meet or exceed the design goals and objectives of the general plan and design guidelines.
9. Street circulation and Connections. The RPD shall be designed to integrate with the adjacent and surrounding land uses through the use of enhanced circulation and connections, with complete streets allowing for safe vehicular, pedestrian and bicycle use. Subject to the approval of the commission, street circulation and connections shall include one or more of the following designated features:

- a. Street calming features, including corner bulb-outs, mid-block bump-outs, stamped paving, etc;
 - b. Pedestrian connection features, including cul de sac pedestrian access, mid-block pedestrian paseos, pedestrian-only pathways, widened parkways, etc;
 - c. Bicycle pathways and trails;
 - d. Other features and mechanism in accordance with the master plan of trails and bikeways.
10. Utilities. The applicant shall submit to the commission, and it shall be made a condition of approval, satisfactory evidence that the applicant has made arrangements with the serving utilities to install underground all new facilities necessary to provide service in the development.
11. Development Program. The commission shall consider and may approve an appropriate program indicating the development of open space related to the construction of dwelling units, which shall become a condition of approval. Where development is to be completed in phases, the said development may, with the approval of the commission, be coordinated between phases as approved in subsection C.6. The commission may modify, without a hearing, this condition pertaining to the development program based upon an affirmative showing, in writing, of hardship.
12. Findings for RPD. In addition to all other consistency and health and safety findings applicable to the project, the following findings shall be made in reviewing and approving a residential planned development application for a conditional use permit:
 - a. The residential planned development meets the goals of the city general plan, pertaining to community design, and the objectives to "enhance overall community form, create a vibrant sense of place," and to "improve the city's visual identity by utilizing design standards that instill a sense of pride and well-being in the community."
 - b. The residential planned development adheres to the adopted city design guidelines and the design and performance standards listed in this section, and is consistent with the mission statement of "implementing quality design for timeless architecture that enhances the community's image, pride and quality of life."
 - c. The residential planned development is comprehensive, covers a logical planning area, and provides the opportunity for unique and creative designs that are not possible under the city's typical development regulations.

17.08.080 - Infill residential development.

- A. Purpose and intent. The purpose of this section is to implement the city general plan 2030, policy 18.2.1, which encourages appropriate infill development, and specific action 18.2.1(c). Under the guidance of the specific action, a developer may build up to eight residential units per net acre on land zoned R-7,000, provided the developer makes the findings that the proposed infill development would integrate with the surrounding area.
- B. Qualification criteria for infill residential development. Properties zoned R-7,000 and meeting one of the following criteria qualify for infill residential development of up to eight units per acre:
 - 1. The project site is located within the area bounded by Avenue I, 20th Street East, Avenue L and 30th Street West; or
 - 2. The project site is surrounded by existing development (fully improved with paving, landscaping, curb and gutter, etc.) on all adjoining sides; or
 - 3. The project site is located adjacent to property zoned commercial, office professional, mixed use or light industrial development; or
 - 4. The project site combines four or more adjoining parcels, combining for a minimum project size of five acres.
- C. Findings for infill residential development. The following findings shall be made when recommending approval for an infill residential development:
 - 1. The project reduces overall land use fragmentation in the city.
 - 2. The project uses existing infrastructure and minimizes extension of new services and resources.
 - 3. The project is compatible with adjacent land uses and would not adversely affect the health, peace, comfort or welfare of persons residing or working at the adjacent properties.
- D. Infill residential development standards. In addition to all other applicable development standards listed in this chapter, infill residential single-family lots shall adhere to the following additional standards specific for small-lot single-family homes:
 - 1. Site design.
 - a. Maximize usability of property by minimizing "dead spaces," which can often be found in narrow side yards with limited access.
 - b. Create privacy by designing windows that minimizes view into an adjacent residential home. Also, design windows of a façade along a zero-lot line facing a neighboring side yard to be small, with a high sill height, typically six feet above the finished floor, or provide windows with translucent glazing.
 - c. For alley-access small-lot single-family parcels, the developer shall provide a four-foot-wide pedestrian pathway to connect the building entrance to the street sidewalk.
 - 2. Building design.
 - a. A proposed small-lot subdivision must have homes that are distinguished from one another, following the minimum number of model and floor plan combinations as listed in subsection 17.08.070.C.6.

- b. Blank, flat wall planes are prohibited. Varied and articulated façades that create visually appealing elevations are required.
 - c. Provide at least two different rooflines to provide visual interest to the residential structure.
 - d. Roof-mounted equipment is not allowed, with the exception of solar and wind generation systems. Photo-voltaic panels facing the street shall be designed integrated with the house rooftop.
3. Transitions and buffering.
- a. In infill situations, new buildings shall be located in a manner that complements the location of existing buildings on adjacent lots; and not in a manner that would diminish their appearance or that would create a streetscape with dramatically uneven building setbacks.
 - b. All residential buildings, including detached garages, shall maintain a minimum five-foot separation distance from any other structure to ensure adequate clearance area around the structures.
 - c. Adjacent homes shall not vary more than one-story in height.
4. Patios, private yards, open space and common areas.
- a. Each small-lot single-family home shall have a porch area with minimum dimensions as listed in subsection 17.08.060.B.
 - b. Each small-lot single-family parcel shall provide a minimum of four hundred (400) square feet of usable private yard space with no dimensions less than twelve (12) feet.
 - c. The City may grant a reduction of usable private yard space to two hundred (200) square feet, with no dimensions less than twelve (12) feet, if the developer provides common open space or park elsewhere in the neighborhood that is no further than ¼ mile from the residence, or if there is an existing park within the same distance.
5. Parking and access.
- a. For alley-access small-lot single-family parcels, a garage entrance facing an alley shall ensure a minimum of twenty-six (26) feet from the opposite edge of the alley, for adequate vehicle backup space.

17.08.070 - Design and performance measures.

Developers shall take the following actions in meeting specific design and performance measures in residential zones:

- A. Site design. Develop projects that enhance the sense of place and reflect a commitment to functional efficiency, quality, and neighborhood context.
 - 1. Develop innovative designs for new subdivisions that feature pedestrian connections, open spaces, enhanced landscaping, architecture, and streetscapes.
 - 2. Develop innovative designs for residential lot layouts, including wide corner lots, varied setbacks, and minimized visual presence of garages.
 - 3. Design neighborhoods to have distinct entryway features that help define neighborhood character and provide a sense of arrival.
 - 4. Design neighborhoods using "safe by design" techniques to reduce opportunities for criminal activity.
- B. Pedestrian connections and amenities. Develop residential neighborhoods with safe and attractive pedestrian and bicycle connections to trails, parks, schools, public transit, and other daily uses.
 - 1. Design neighborhoods with street patterns that minimize the walking distance between residential homes and neighborhoods amenities, such as trails, parks and schools.
 - 2. Design open-ended cul de sacs with paseos for pedestrian and bicycle access.
 - 3. Design pedestrian and bicycle paths separated from vehicular paths, to ensure safety and ease of use.
 - 4. Where appropriate, use traffic calming measures to reduce automobile speed within residential developments, including corner bulbouts, tree plantings, enhanced paving at crosswalks, and round-a-bouts.
- C. Building architecture and form. Provide enhanced elevations for residential structures that contribute to an attractive neighborhood streetscape.
 - 1. Articulate building façades by including variation in massing, roof form, and wall planes.
 - 2. Use multiple colors, materials, textures, and applied finishes to help break up wall massing.
 - 3. Provide distinctive entries, porches, balconies, and window treatment, oriented toward the street.
 - 4. Residential buildings shall use high-quality, tile roofing (concrete, ceramic, etc.), providing aesthetic value and appropriate for withstanding the city's varied climate conditions.
 - 5. Garage door shall provide aesthetic value to the home. Roll-up garage door types are permitted, whereas wooden, swing-out garage doors are prohibited.
 - 6. Builders of new single-family residential subdivisions shall ensure architectural variation by providing a minimum of the following combinations, dependent on the proposed number of residential units in the development:

Proposed number of residential units	Minimum number of elevations	Minimum number of floor plans
Less than 20 units	3	3
20 to 50 units	3	4
50 to 100 units	4	5
100 units or greater	5	5

In no instance should two homes of the same model and floor plan be built adjacent to each other or across the street from each other.

- D. Transitions and buffering. Encourage transitions between proposed higher intensity developments and adjacent, less intensive uses to keep disturbance to a minimum.
1. Step down the heights of structures at the edge of developments to match or complement those in adjacent properties.
 2. Enhance buffers with additional width or increased landscaping. Plant trees and shrubs in voids created by wall variations, at an appropriate scale.
 3. Vary building setbacks and wall alignments to soften the edge of the development.
 4. Provide a clear distinction between public and private spaces, through the use of height separation, fencing, berm, or a combination of these elements.
 5. Offset windows from one another between residential units.
- E. Open space and common areas. Provide open space and common areas to enhance quality of life, and to encourage opportunities for social gathering and interaction.
1. For single-family residential developments, create centralized pocket parks, connected by trails and pedestrian paths, to serve the neighborhood.
 2. For multi-family residential developments, provide centralized open space and community facilities, to serve residents of the development.
 3. Create recognizable focal points by using community amenities in public open spaces and other commonly used community spaces.
- F. Parking and access. Minimize the dominant appearances of parking areas and structures, while ensuring functional vehicular access.
1. For multi-family residential developments, locate parking behind residential structures. For developments facing arterial streets, a builder may design a wide, enhanced landscape buffer between the street and parking areas, in circumstances where it is difficult to achieve rear parking placement. Wherever possible, design parking lots by dividing a large parking lot into a series of smaller, connected lots.

2. Decorate and define parking areas with plants, shrubs, trees, light fixtures, and textured paving to minimize the negative impact of large expanses of asphalt.
3. Provide defined pedestrian pathways between parking areas and residential building entrances.
4. Permanent parking for recreation vehicles (RVs), boats and other similar large items shall be located behind the front plane of the house.
5. In no instance shall flat, paved surfaces, including driveways, cover more than fifty (50) percent of a single-family front yard.

(Ord. No. 989, § 1, 4-9-2013)

17.08.180 - Animal Keeping.

- A. Purpose. Regulations governing animals for the personal use of the family residing on the premises are established in order to provide for the keeping of domestic and wild animals where accessory to the residential use of the property as opposed to maintenance for commercial purposes. The following regulations presume a reasonable effort on the part of the animal owner to recognize the rights of surrounding neighbors by maintaining and controlling animals in a safe and healthy manner.
- B. Keeping of Large Animals in Residential zones.
1. Applicability. The keeping of large animals, such as horses, cows, and similar animals are permitted in Rural Residential zones and the number of animals shall not exceed a total of eight (8) animals per lot, unless otherwise indicated.
 2. Pigs are permitted as follows:
 - a. Pigs shall be permitted on Rural Residential zones with lots or parcels of land greater than one (1) acre in area, at a ratio of one (1) pig per acre.
 - b. They shall not be located not less than one hundred fifty (15) feet from any highway and not less than fifty (50) feet from the side or rear lot lines of any lot or parcel.
 - c. They shall not be fed any market refuse or anything other than table refuse from meals consumed on the same lot or parcel of land or grain.
 3. Roosters shall be permitted on Rural Residential zones with lots or parcels of land greater than one (1) acre in area, at a ratio of one (1) rooster per acre.
- C. Keeping of Small Animals.
1. The keeping of small animals, such as sheeps, goats, dogs, rabbits, reptiles, aquatic animals, birds and similar animals are permitted as indicated on the table below.

Zone	Aquatic Animals, Birds, Rabbits, Reptiles, and Rodents	Dogs	Cats	Other Small Animal (Including Poultry)	Total Number of Animals per Parcel or Lot
R, MDR and HDR zones	3	3	3	0	5
SRR and RR zones	3	3	3	3	8

2. Bee Keeping is permitted as follows:
 - a. They shall be located in a single-family residential property in a residential zone that is greater than one acre.

- b. Only the common domestic honey bee, *Apis Mellifera* species, at any stage of its development, shall be permitted.
- c. No more than two hives may be maintained on any single-family residential property.
- d. All bee colonies shall be kept in hives capable of being inspected and consisting of moveable frames and combs.
- e. Hives must be kept in sound and usable condition at all times.
- f. Hives shall be located in the rear or side yard only. No hives shall be permitted in any front yard or in the street side yard of a corner property.
- g. Hives shall be located at least five feet from the side and rear property lines.
- h. Hive entrances shall face away from or parallel to the nearest property line(s).
- i. Hives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet above the adjacent ground level.

D. Keeping of Wild Animals

- 1. Antelopes, armadillos, badgers, beavers, camels, deer, foxes, giraffes, hippopotami, kangaroos, koalas, minks, ostriches, otters, peacocks, platypus, porcupines, prairie dogs, raccoons, seals, wallabies, and zebras and other similar animals are prohibited.
- 2. Animals prohibited by the State of California shall not be allowed to be kept within the City (California Code of Regulations, Title [14](#), Section 671).

E. Offspring. Young animals born to a permitted animal kept on the site may be kept until such animals are weaned.

F. Therapy and service animals. In accordance with fair housing law, a housing provider shall accommodate a person with a disability who requests a reasonable and necessary animal. Such animals may include, but are not limited to, guide dogs that assist persons with visual impairment, hearing dogs trained to alert those who are hard of hearing, service dogs trained to assist those with mobility impairment, or other animals intended to provide therapy, including emotional support.

G. Standards

- 1. Enclosure. All animals shall be properly caged or housed (kept in their corrals, barns, pens, or other enclosures). All such structures shall be fenced or otherwise enclosed to adequately confine the animals. In addition, all such structures or other enclosures shall be classified as an accessory structure and are subject to the development standards of the underlying zone in which it is located.

2. Maintenance. All buildings used in conjunction with the keeping of small animals including animal enclosures and all other animal keeping areas shall be maintained free from litter, garbage, and the accumulation of animal excrement. All excrement produced by said small animals shall be disposed of on a regular basis so as to control flies and odor.
3. In addition to Los Angeles County Health Department requirements, all buildings or structures, including, but not limited to barns, corrals, training arenas, etc., used in conjunction with the keeping of small animals shall be located a minimum of fifty (50) feet from any street or highway or any building used for human habitation.
4. All noise shall be sound attenuated so that the noise level measured at the property line is within the ambient level for the zone in which the site is located.

F. Exceptions

1. Members of Future Farmers of America (FFA), Head, Hand, Heart and Health (4-H) and other similar organizations may have additional animals per the discretion of the Director.

17.08.200 - Home Occupations.

- A. Purpose and intent. The purpose of this article is to provide the guidelines and restrictions for operating a home occupation (home-based business), from a residential dwelling in the city. It is intended that the home occupation functions as an office, and is secondary to the dwelling's main residential use. In addition, the home occupation shall not detract from nor become incompatible with the surrounding residential uses; and thus, will not interfere with the general welfare of the surrounding residential area.
- B. Conditions for home occupations. No home occupation shall be approved unless it complies with this section and all pertinent city codes, ordinances and regulations:
1. Residency. The applicant who holds the home-based business license shall reside at the address location as stated on the home-based business license.
 2. Boundaries. A home occupation shall be conducted only within the enclosed living area of the dwelling unit, accessory building, or the garage, without rendering the garage unusable as the required off-street parking space(s) for the dwelling unit. Home occupation activities shall not be visible or audible beyond the boundaries of the site.
 3. Alterations. There shall be no alteration of any building or structure which would result in a change of the residential occupancy classification under the current the state building code.
 4. Traffic and parking. The home occupation shall not generate vehicular traffic and/or vehicular parking which degrades or is otherwise detrimental to the residential nature of the neighborhood and thus becomes objectionable to neighboring residents and other affected by such parking or traffic.
 5. Hours of operation. No customer or client may come to the premises except during the hours of 7 a.m. to 10 p.m. No deliveries may originate from or be made to the premises except during the hours of 8 a.m. to 6 p.m.
 6. Commercial vehicles. No commercial vehicle which has a capacity of more than one-ton shall be parked or stored at the home occupation site other than a recreational vehicle. (The term "commercial vehicle" means as the term as described in the state vehicle code.)
 7. Nuisance. The home occupation shall not create any radio or television interference or create discernible noise, glare, dust, odor, vibrations, or unreasonable disturbance in excess of that which is normal to a residential use of the premises. Nor may the home occupation cause or generate any other condition that interferes with the peace, health, safety or general welfare of people or property in the surrounding area.
 8. Signs and advertising. There shall be no signs or structures advertising the home occupation business on the residential property. In addition, no other advertisement of the home occupation shall include the address of the residential dwelling where the home occupation is conducted.
 9. Storage. There shall be no exterior storage of materials in the conduct of a home occupation. The storage of materials, equipment, inventory, supplies, and files for home occupation, is only permitted inside the dwelling unit or an entirely closed roofed accessory structure.
 10. Rental property. No home occupation shall be conducted in a rental unit, without the owner or landlord's permission.

11. Transferability. Home occupations are valid only for the person and the address approved and are nontransferable. Only persons whose primary residence in the dwelling unit may engage in the home occupation.
 12. Employees. A maximum of one employee is allowed at the home occupation, if located in an apartment or condominium unit; two employees is allowed if the home is within an urban residential zone; and three employees in rural residential zones.
 13. Sales. No commodity shall be sold or displayed on the premises.
 14. Specific conditions. The Director may add specific conditions to the approval of a home-based business license in order to address concerns which are not covered by the above conditions and which, in the Director's opinion, are necessary to protect neighboring property from any potential adverse effects of the proposed home occupation.
- C. Prohibited uses. The following uses shall not be allowed as a home occupation:
1. Ambulance service;
 2. Animal training;
 3. Body piercing;
 4. Construction, preassembly and similar large woodworking operations;
 5. Contractor and construction yards that cause or require outdoor storage;
 6. Cosmetology services including barber and beauty shops;
 7. Forensic testing;
 8. Limousine, taxi or tow truck services; recreational vehicle rentals or automobile leasing; food or ice cream vending vehicles; or other vehicles not normally incidental to a residential use where such motor vehicles would be parked or stored at the home occupation site. This provision does not preclude limited customer or client parking;
 9. Mechanical and electronic repair utilizing, maintaining, or storing more mechanical or electronic equipment on the premises than is common to a residence;
 10. On-site massage therapists;
 11. Pet grooming (not prohibited in RR-1 and RR-2.5 zones, if on appointment basis only);
 12. Rental establishments as described in section 17.12.040, the permitted uses section of the C zone;
 13. Repair services related to automobiles, motorcycles, large household appliances, small engines, garden equipment, or other machinery;
 14. Sales or production of drug paraphernalia;
 15. Tattoo studio;
 16. Taxidermy;
 17. The manufacturing, sale, lease, or rental of firearms and/or ammunition;
 18. Welding shop and/or metal fabrication;

19. Uses which are subject to Director's Review or a conditional use permit in the zone where the applicant's residence is located;
 20. Those uses which the Director determines are similar in nature to the uses listed above.
- D. Home-based business license. The home occupation shall be required to obtain a business license through the City of Lancaster. The applicant shall fully disclose on the application form all hazardous materials (as defined in section 17.04.240) which will be stored on-site or used in conjunction with the home occupation. The city shall accept only those applications which have provided all of the information required on the application form which applies to the proposed home occupation.
- E. Revocation. Home-based business licenses may be immediately revoked by the Director based upon a finding that any one of the following conditions exists:
1. That the use has changed either in nature or extent to the point that it differs substantially from the use requested in the approved application for the home-based business license .
 2. That the use fails to comply with any condition in subsection B of this section.
 3. That the holder of the home-based business license failed to allow inspections at a reasonable time for the purpose of investigating a complaint or to verify compliance of the home occupation with the required conditions.
 4. That the holder of the home-based business license failed to comply with any applicable city, county, state or federal ordinance, law or regulation including failure to obtain and/or renew a business license.

The Director shall notify in writing the holder of the home-based business license of such revocation and the reasons thereof. The Director's decision may be appealed in accordance with section 17.36.030.

(Ord. No. 989, § 1, 4-9-2013)

17.08.240 - Accessory dwelling units.

- A. Purpose and intent. The purpose and intent of this section is to provide a means to develop accessory, independent living facilities that would accommodate a variety of increasingly common living arrangements, including those for multi-generational households. The enactment of this section does not legitimize illegal accessory dwelling units.
- B. Applicability. This section shall apply to all accessory dwelling units, which is defined as an additional dwelling unit on a lot or parcel, which provides complete independent living facilities and may be rented.
- C. Standards. The following development standards shall apply to all accessory dwelling units:
 - 1. The accessory dwelling unit may be constructed as a detached building or may be attached to the primary residence on a lot or parcel with an existing single-family home or in any residential zone.
 - 2. No more than one accessory dwelling unit shall be permitted on any residential lot or parcel. An accessory dwelling unit is not permitted on a residential lot which already has an existing accessory dwelling unit, a guest house, or a garage that has been converted to living space.
 - 3. The accessory dwelling unit shall comply with the requirements set forth in section 17.08.160 for residential accessory uses and structures. The accessory dwelling unit is exempt from setback requirements when being converted from an existing garage.
 - 4. The height of the accessory dwelling unit shall not exceed the height requirement in the underlying zone.
 - 5. The accessory dwelling unit shall not be used for short term rentals (terms less than 30 days);
 - 6. The floor area of an attached accessory dwelling unit shall not exceed fifty (50) percent of the existing living area of the main dwelling unit.
 - 7. The minimum floor area for a detached accessory dwelling unit shall be four hundred (400) square feet. The maximum floor area for a detached accessory dwelling unit shall be no more than 10% of the square-footage of the lot.
 - 8. The accessory dwelling unit shall be architecturally compatible with the main dwelling unit.
 - 9. The accessory dwelling unit shall be located on the same lot as the principal dwelling and cannot be sold as a separate unit.
 - 10. Any conversion or demolition for the purpose of adding an accessory dwelling unit resulting in a loss of parking spaces below the required minimum in the zone shall

indicate a replacement of on-site paved parking spaces in any configuration (covered, uncovered, enclosed).

11. One parking space is required for the accessory dwelling unit, in addition to the parking required for the main dwelling unit. The parking for the accessory dwelling unit shall be provided by a ten (10) feet by twenty (20) feet space located either inside a garage or carport, or on a driveway not used for access into the primary structure's garage. The parking requirement shall not apply if the lot or parcel on which the accessory dwelling unit is being proposed meets any of the following:
 - a. Is within a half mile radius from public transit;
 - b. Is within an architecturally and historically significant historic district;
 - c. Is part of an existing primary residence or an existing accessory structure;
 - d. Is in an area where on-street parking permits are required, but not offered to the occupant of the ADU; and
 - e. Is located within one block of a car share area.
 12. The property must be occupied by one or more owner(s) of the property as a permanent and principal residence. The owner may live in either the principal or accessory dwelling unit and must have a fifty (50) percent or greater interest in the property. The owner-occupant must live in the structure for more than six months of each calendar year.
 13. A mobile or manufactured home can be permitted as an accessory dwelling unit and shall comply with the requirements set forth in section 17.08.250 (Mobilehomes and Manufactured Housing);
 14. Accessory dwelling unit owners must sign and record an owner-occupancy covenant with the county recorder's office prior to receiving a permit to construct the accessory dwelling unit.
 15. The accessory dwelling unit may have a separate address and mailbox.
 16. The accessory dwelling unit may have separate utility meters from the primary dwelling unit, such as meters for water, gas and electricity.
- D. Covenants, conditions, and restrictions. The covenants, conditions, and restrictions to run with the property shall include the following declarations:
1. That he/she/they are the owner(s) of the property located in the city, at the subject address as legally described, and that there are no other owners;
 2. That he/she/they applied for a permit to construct and/or use an accessory dwelling unit on the property pursuant to this section and make(s) this covenant as required by this section;
 3. That the owner(s) of the property will restrict the use of the principal and accessory dwelling units on the property in compliance with the requirements of this section;

4. That an owner with at least a fifty (50) percent interest in the property will occupy either the principal dwelling unit or the accessory dwelling unit for six or more months of each calendar year as the owner's principal residence;
 5. That if the owner(s) of the property are unable or unwilling to fulfill the requirements of this section for owner occupancy, then the owner(s) will remove those features of the accessory dwelling unit that make it a dwelling unit, as determined by the city, including the removal of kitchen features such as, but not limited to gas, electrical and/or plumbing fixtures and connections;
 6. That this covenant shall run with the land and be binding upon the property owner(s), his/her/their heirs and assigns, and upon any parties subsequently acquiring any right, title or interest in the property;
 7. That the undersigned owners and their heirs, successors and assigns will inform all prospective purchasers of the property of the terms of this covenant; and
 8. That this covenant will be recorded by the owner(s) in the real estate records of the county's assessor's office as a deed restriction, prior to issuance of the permit allowing construction and/or use of an accessory dwelling unit on the property.
- E. Application. Any property owner seeking a permit for an accessory dwelling unit shall submit a Director's Review application. The Director shall approve the application so long as the accessory dwelling unit complies with all provisions of this section. In the event such application is denied, the appeals proceedings set forth in chapter 2.44 shall be available to the applicant.
- F. Conversions. In order to legitimize an illegal accessory dwelling unit to a conforming legal accessory dwelling unit, the property owner shall file a Director's Review application and shall comply with the standards and requirements set forth in this section. The Director reserves the right to allow deviations, if there is a demonstrated difficulty or impracticality to modify the accessory dwelling unit to meet adopted requirements; nonetheless, all code requirements pertaining to fire and building safety must still be met.
- G. Violations. Any property owner with an accessory dwelling unit which does not comply with all the standards established herein for accessory dwelling units is subject to prosecution for a zoning violation under section 17.04.220.
- H. Temporary owner absence. If the City determines that the owner has violated owner-occupancy requirements, the owner shall:
1. Reoccupy the structure;
 2. Remove the accessory dwelling unit, or those features of the accessory dwelling unit that makes it a dwelling unit, as determined by the city, including the removal of kitchen features such as, but not limited to gas, electrical and/or plumbing fixtures and connections; or

3. Submit evidence showing good cause, subject to approval of the Director, such as job dislocation, sabbatical leave, education or illness for a waiver of this owner-occupancy requirement to allow up to two years' absence from residence in the city.

I. Request for Relief

- a. The applicant can make a request for relief from any or all sections contained within this chapter through a Director's Review and shall be subject to the following findings:
 - i. That the residential development will serve a specific community need;
 - ii. That the residential development is not expected to result in adverse effect on adjacent property, uses, or residents; and
 - iii. That the residential development will contribute to the City's financial stability provide a high level of design, amenities, or any other combination of benefits to the community and City as a whole.

(Ord. No. 989, § 1, 4-9-2013)

17.08.300 - Solar Energy Systems.

- A. Purpose and applicability. The purpose of the solar energy system standards is to encourage investment in solar energy on all parcels in the city, while providing guidelines for the installation of those systems that are consistent with the architectural and building standards of the city. All solar energy systems shall comply with all applicable provisions of the city codes and the standards of this section.
- B. Approvals required. The applicant shall submit for and receive approval of a building permit prior to installation of any solar energy system.
- C. Ground-mounted solar energy systems.
 - 1. All ground-mounted solar energy systems shall not be located within the required front, side, or rear building setbacks, or front yard area, and shall comply with all applicable height restrictions.
 - 2. To the extent possible, without compromising the solar energy system's access to the sun, ground-mounted solar energy systems shall be screened from view at-grade from all adjacent streets and adjacent properties.
- D. Roof-mounted solar energy systems.
 - 1. Solar panels and accessory equipment shall be designed and located on a house in a manner that minimizes the detrimental impact to the aesthetic appearance of a house.
 - 2. All solar energy system appurtenances such as, but not limited to, water tanks, supports, wiring and plumbing shall be screened to the maximum extent possible without compromising the effectiveness of the solar collectors, and shall be painted a color similar to the color of the surface upon which they are mounted. Solar collectors are exempt from the screening and color provisions of this subsection.
 - 3. All roof-mounted solar collectors can be mounted at an optimum angle to the sun for maximum energy production.

(Ord. No. 989, § 1, 4-9-2013)

17.08.130 - Fences, Walls, and Screening.

- A. Purpose. This section provides regulations for the installation, construction and placement of fences on private residential property. For the purpose of this zoning code, the term "fence" includes fences, hedges, walls or other structures with the functions and characteristics of a fence.
- B. Placement of fences and walls
 - 1. Fences and walls shall be located behind the property line and behind any utilities or shall be located at least 12-15 feet behind the face of the curb, or as indicated on any recorded property documentation depicting the location of said utilities.
- C. Measurement of fence and wall height.
 - 1. Fence height shall be measured as the vertical distance between the finished grade from the base of the fence to the top edge of the fence material.
 - 2. Where the ground elevation within six feet of the base of a fence differs from one side of the fence to the other (as when a fence is placed at the top of a slope or on a retaining wall), the height shall be measured from the side with the highest natural grade. (See section 17.28.030).
- D. Fence height limits.

Location	Maximum height
Within front yard setback or corner lot side yard setback located at or behind the property line	4 feet
Within side or rear yard setback or along/behind corner lot side yard setback located at or behind the property line	6 feet

- E. Consideration for additional height. A fence or wall may be constructed to a height in excess of the limits established by subsection 17.08.130.D. with a Director's Review. The Director's Review may increase the maximum height regulations not to exceed 25% of the amount specified in Section 17.08.130.D. The Director's Review shall require that the applicant make the following findings, in addition to the findings required for a Director's Review listed in Chapter 17.32:
 - 1. The issuance of the permit is reasonably necessary, by reason of unusual or special circumstances or conditions relating to the property, for the preservation of valuable property rights or the full use and enjoyment of the property.
 - 2. The fence will not create a safety hazard to pedestrians or vehicular traffic.
 - 3. The appearance of the fence is compatible with the design and appearance of other existing buildings and structures within the neighborhood.
 - 4. The orientation and location of the fence is in proper relation to the physical characteristics of the site and the surrounding neighborhood.
 - 5. The fence will be of sound construction.

- F. Fencing for new production homes. Fencing for new production homes shall be a masonry wall, adjacent to the rear and side yards, up to six feet in height. The Director may approve alternative fencing materials that provide comparable aesthetics and durability.
- G. Subdivision perimeter walls. A masonry wall shall be constructed along the perimeter of a subdivision, with the color and design to be specifically approved by the Director.
- H. Prohibited fence materials. The use of barbed wire, razor wire, electrical fence, glass and other similar objects of a hazardous characteristic shall not be permitted for residential uses.

(Ord. No. 989, § 1, 4-9-2013)

17.08.060 - Development regulations by building types.

A. Single-family house on Rural Residential lot. A single-family house on a rural residential lot is a residence for one household, with its primary entrance accessed through the front yard, on a lot ranging from 20,000 to 100,000 square feet or greater.

1. Development standards.

Rural Residential Development Standards			
	ZONES		
	RR-2.5	RR-1	SRR
SITE SPECIFICATIONS			
Minimum lot size (sq. ft.).	100,000	40,000	20,000
Minimum width (feet).	165	110	85
Minimum depth (feet).	250	130	120
BUILDING PLACEMENT			
Front yard (feet).	40	30	30
Garage location.	All garages shall be located at or behind the wall plane where the front entrance is located.		
Rear yard (feet).	30	25	20
Interior side yard: minimum (feet).	20	15	10
Interior side yard: total sum of two yards (feet).	40	30	25
Street side yard (feet).	40	30	20
BUILDING SIZE AND MASSING			
Lot coverage (percentage).	30%	40%	40%

Building height (feet).	40	40	35
PARKING			
Number of parking spaces.	2 spaces within an enclosed garage per Section 17.08.100		

Diagram for Single-family house on Rural Residential lot — perspective view

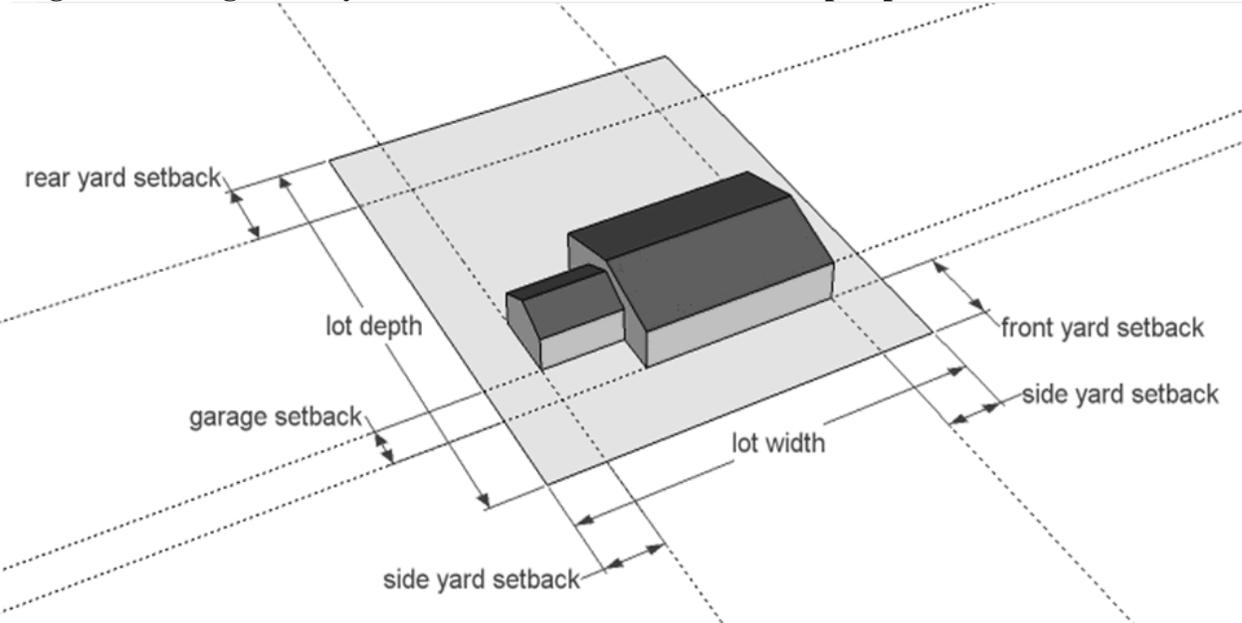
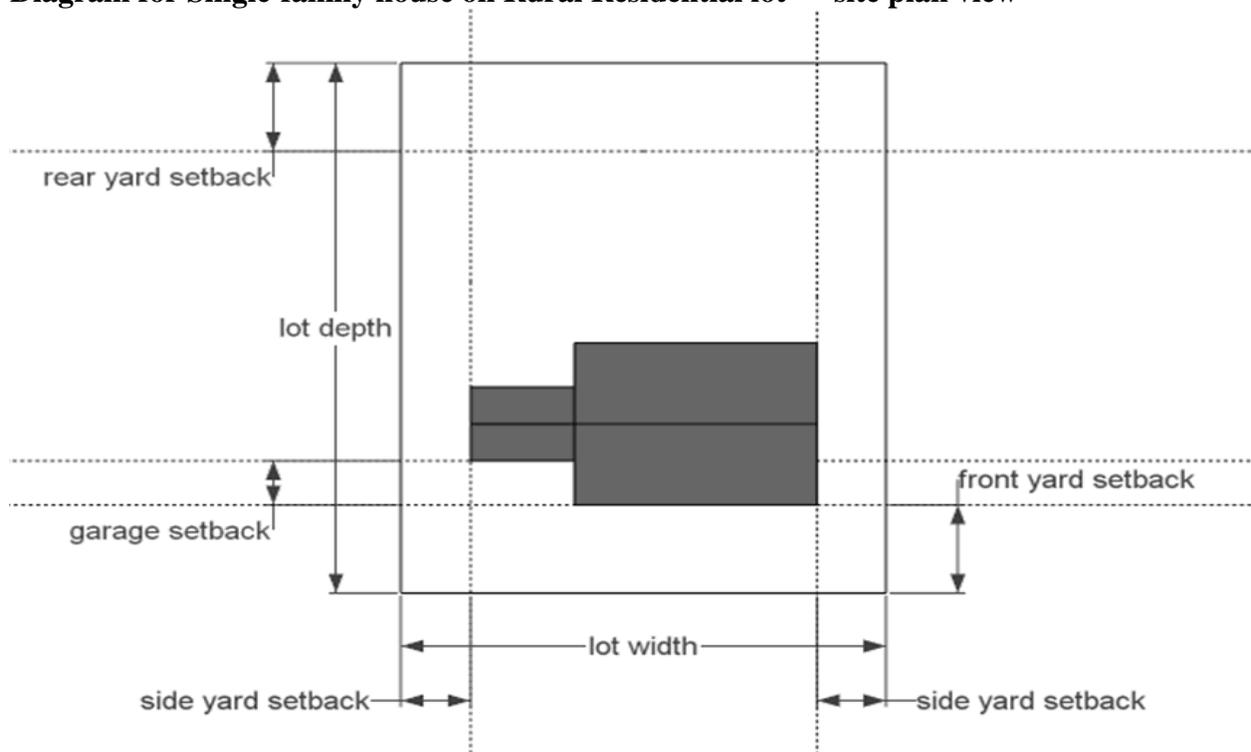


Diagram for Single-family house on Rural Residential lot — site plan view



- B. Single-family house on Residential lot.
 - 1. Development standards.

Development Standards						
	ZONES/LOT TYPE					
	R-15,000	R-10,000	R-7,000	Infill R-7,000	Infill R-7,000	SFR corner duplex
SITE SPECIFICATIONS						
Minimum lot size (sq. ft.).	15,000	10,000	7,000	5,000	3,500	10,000
Minimum width (ft.).	85	70	60	50	40	100
Min. width — corner lot (ft.).	100	85	75	60	50	
Minimum depth (ft.).	120	100	100	85	75	100

BUILDING PLACEMENT						
Front plane build-to line (ft.).	20-32	16-28	14-26	12-20	10-18	16-28
Required minimum porch size (feet x feet).	6 x 12	6 x 12	6 x 12	6 x 10	6 x 8	6 x 12
	To the satisfaction of the Director, an alternative frontage feature may be proposed in lieu of a porch if it achieves the same design intent and variation.					
Porch encroachment.	Up to additional 6' beyond front plane build-to line					
Garage location.	All garages shall be located at or behind the wall plane where the front entrance is located. A homebuilder with a subdivision with at least four floor plans may have one floor plan that has a garage located in front of the front entrance plane.					
Rear yard (ft.).	20	20	15	12	0	N/A
Interior side yard: min. (ft.).	5	5	5	5	0	10
Interior side yard: sum of two yards (ft.).	20	15	15	10	10	N/A
Street side yard (ft.).	15	15	10	10	10	N/A
BUILDING SIZE AND MASSING						
Lot coverage (percentage).	40%	40%	50%	55%	60%	45%
Building height (ft.).	35	35	35	35	35	35
PARKING						

Number of parking spaces.	2 spaces within an enclosed garage (Section 17.08.100)
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- a. A tandem garage parking arrangement may be considered if the applicant cannot meet the requirement to place a two-car garage behind the plane of the house.
- b. Corner lots featuring side yard driveway access require a minimum 20-foot driveway and street side yard setback.

Diagram for Single-family house on Residential lot — perspective view

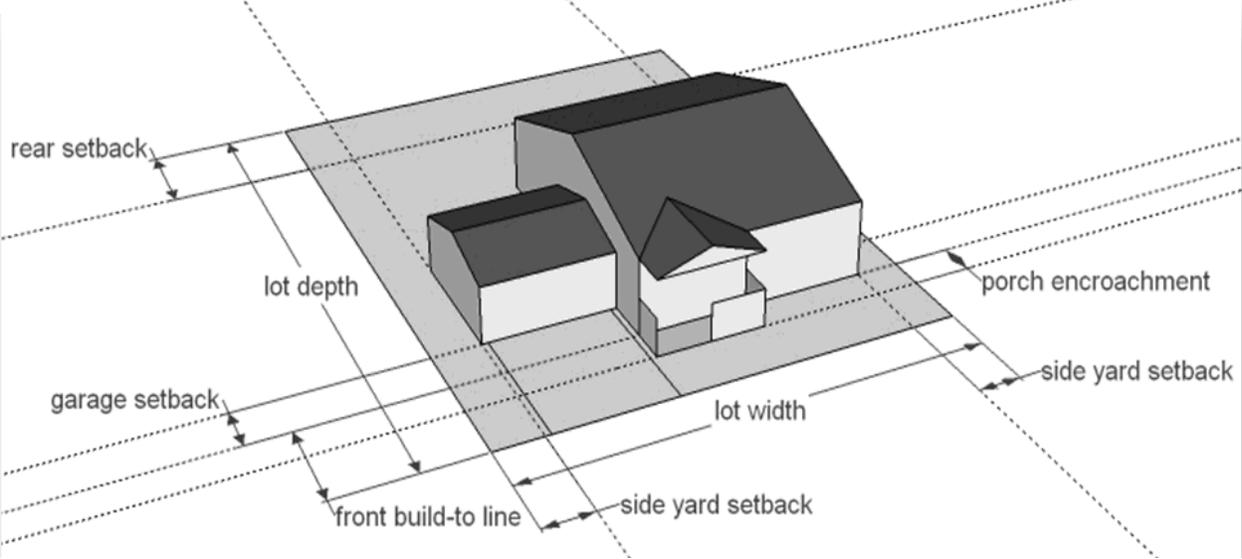


Diagram for Single-family house on Residential lot — site plan view

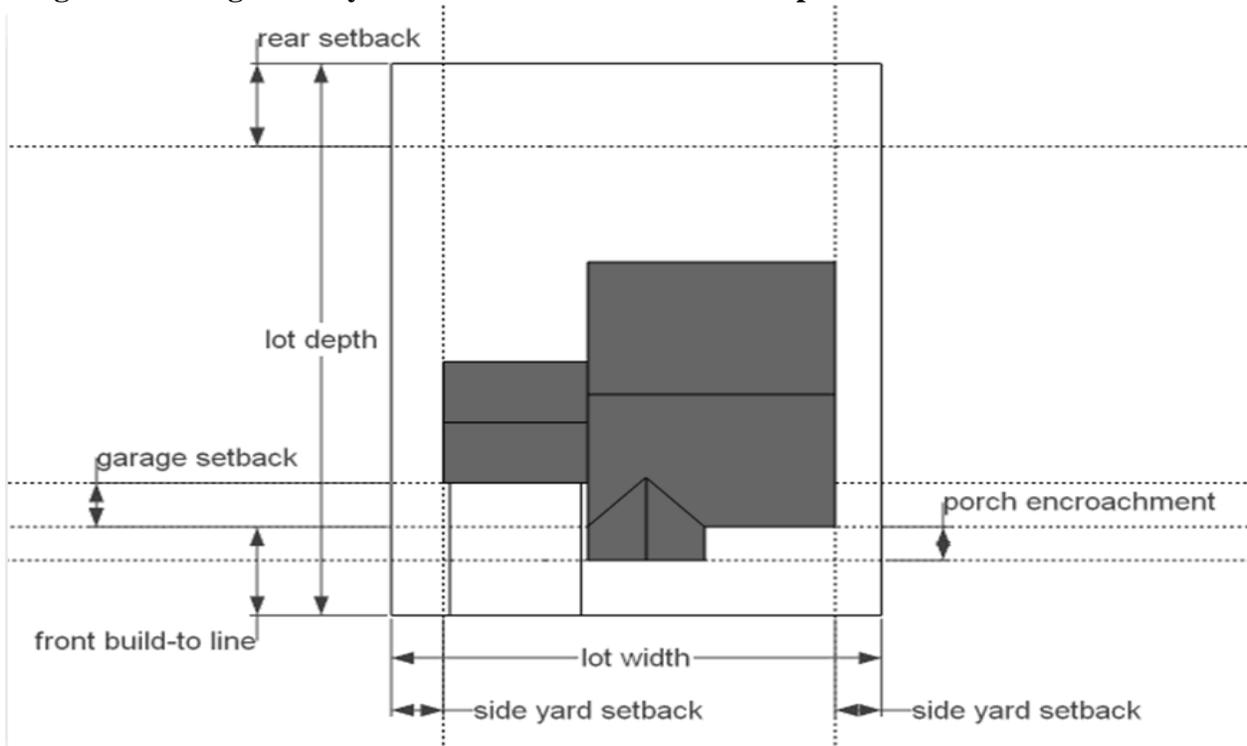


Diagram for Single-family house on Infill Residential lot — perspective view

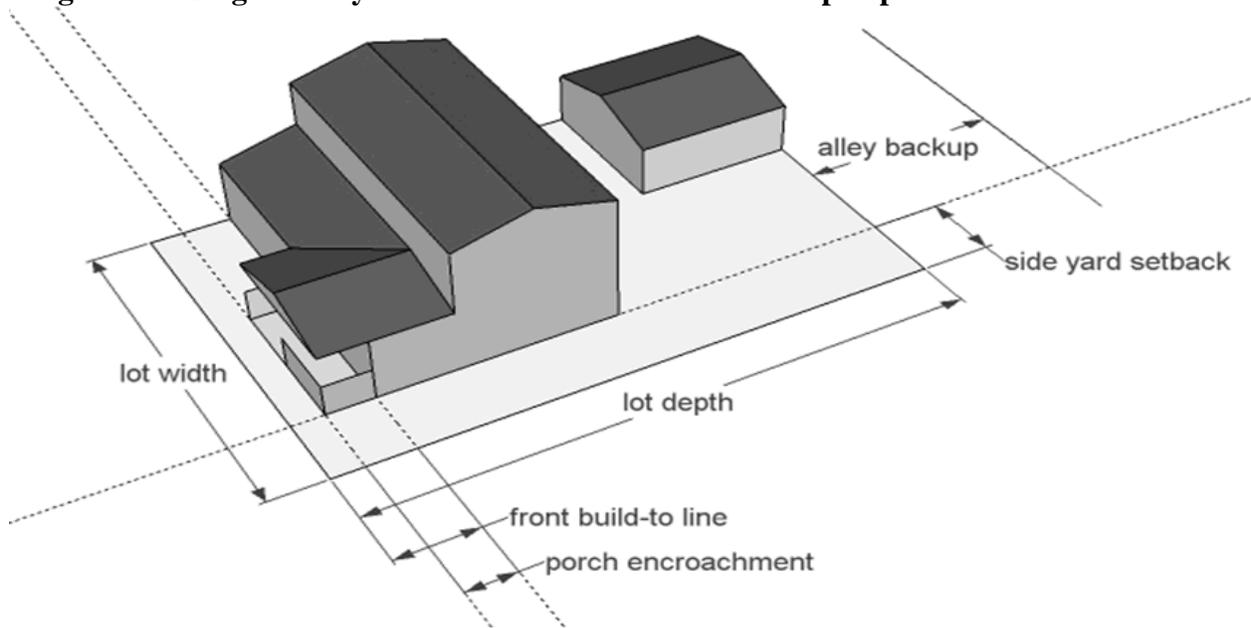


Diagram for Single-family house on Infill Residential lot — site plan view

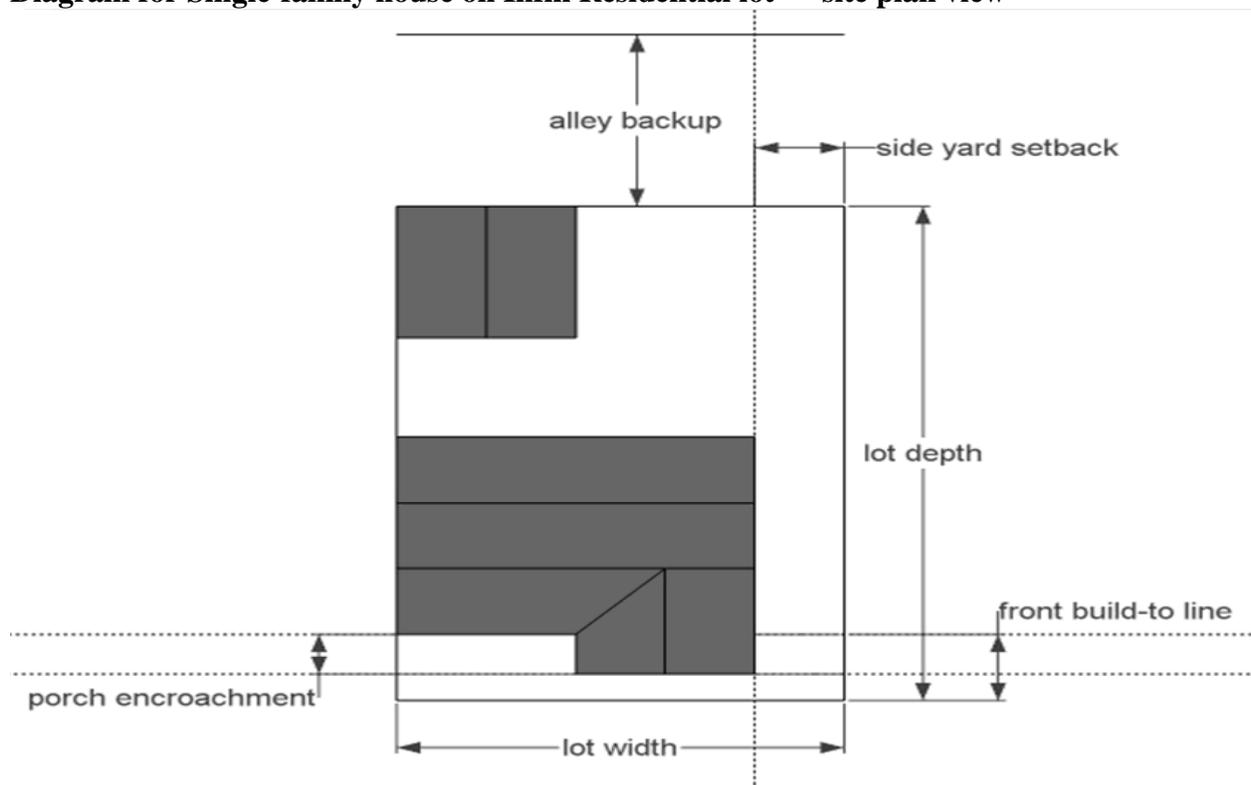


Diagram for Duplex on Corner Residential Lot — perspective view

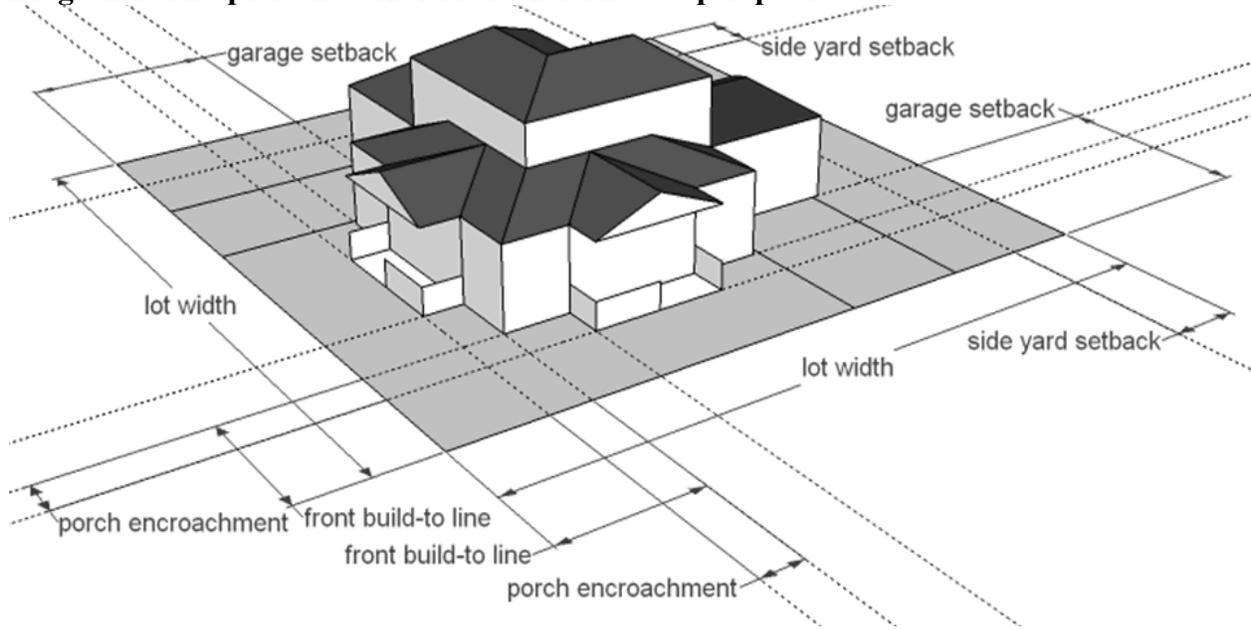
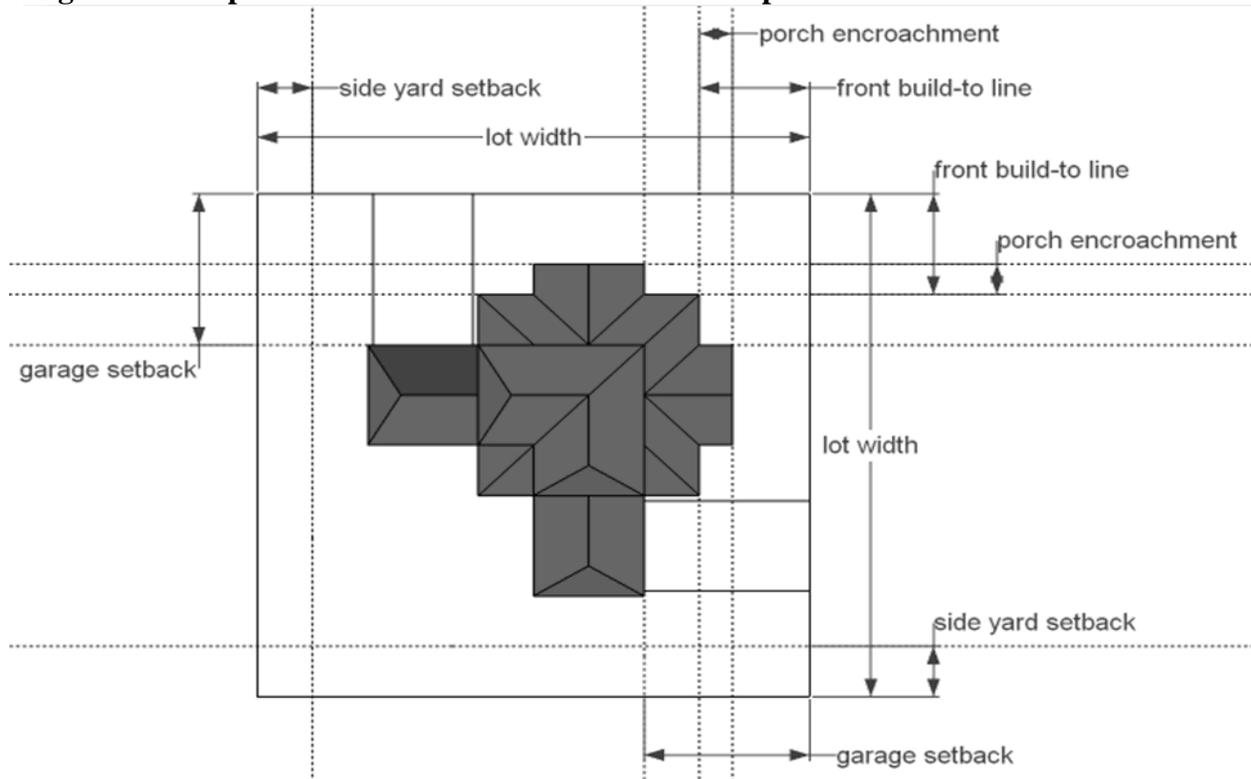


Diagram for Duplex on a Corner Residential lot — site plan view



C. Small apartment/condominium building/complex (two to fifteen (15) units).

1. Development standards.

Development standards	
	MDR or HDR ZONE
SITE SPECIFICATIONS	
Minimum lot size (sq. ft.)	6,000
Minimum width (feet).	60
Minimum width - corner lot (feet).	80
Minimum depth (feet).	100
BUILDING PLACEMENT	
Front build-to line.	

Fronting local, collector, or other residential street with on-street parking (feet). Transitional infill design guidelines apply (Section 17.08.070.D).	0-12
Fronting local, collector, or other residential street with on-street parking and adjacent to single-family uses along the same street (feet).	8-20
Fronting arterial street with no on-street parking (feet).	20-32
Rear yard (feet).	15
Interior side yard (feet).	10
Street side yard (feet).	15
BUILDING SIZE AND MASSING	
Lot coverage (percentage).	50%
Building height within 100 feet of SFR zone (feet).	35
Maximum building height (feet).	55
PARKING	
Location of on-site parking.	Behind the front façade of the residential building
Number of parking spaces.	Per Section 17.08.100
OPEN SPACE	
Required usable open space/recreation area.	Minimum 8% of lot area, minimum 20' width and depth
LANDSCAPING	
Required landscaping (percentage).	Minimum 15% of lot area
SOLAR PROVISION	

Minimum photo-voltaic kW per unit per Section 17.08.305.	0.5 kW
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- a. On-site management shall be provide for apartments four units or greater.
- b. A minimum four feet by four feet covered entryway shall be provided for each apartment or condominium unit. The entryway may be enlarged and designed as a porch.
- c. Required amenities for units in a small apartment include in-unit laundry hook-ups.
- d. Required amenities for units in a small condominium, beyond those required for apartments, include garage parking with storage shelves for each unit, and a minimum four feet by eight feet porch, patio, or balcony area.
- e. Other site amenities may include a barbeque area, pool, recreation courts, and shall be centrally located and easily accessible for residents.
- f. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
 - 1. Locate trash enclosures away from view, from primary entrances drive or streets;
 - 2. Design the trash enclosure to be a minimum of 165 square feet;
 - 3. Accommodate source separation of recyclable materials in accordance with State requirements;
 - 4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and
 - 5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

Diagram for small apartment — perspective view

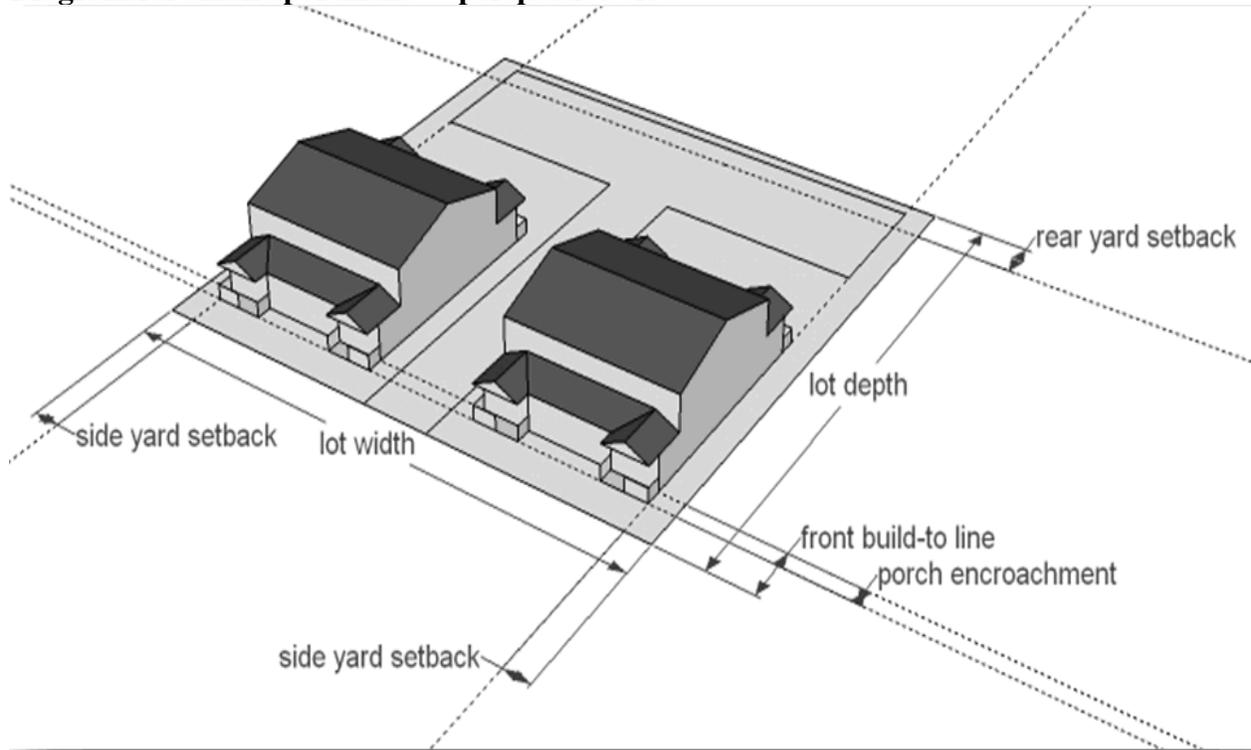
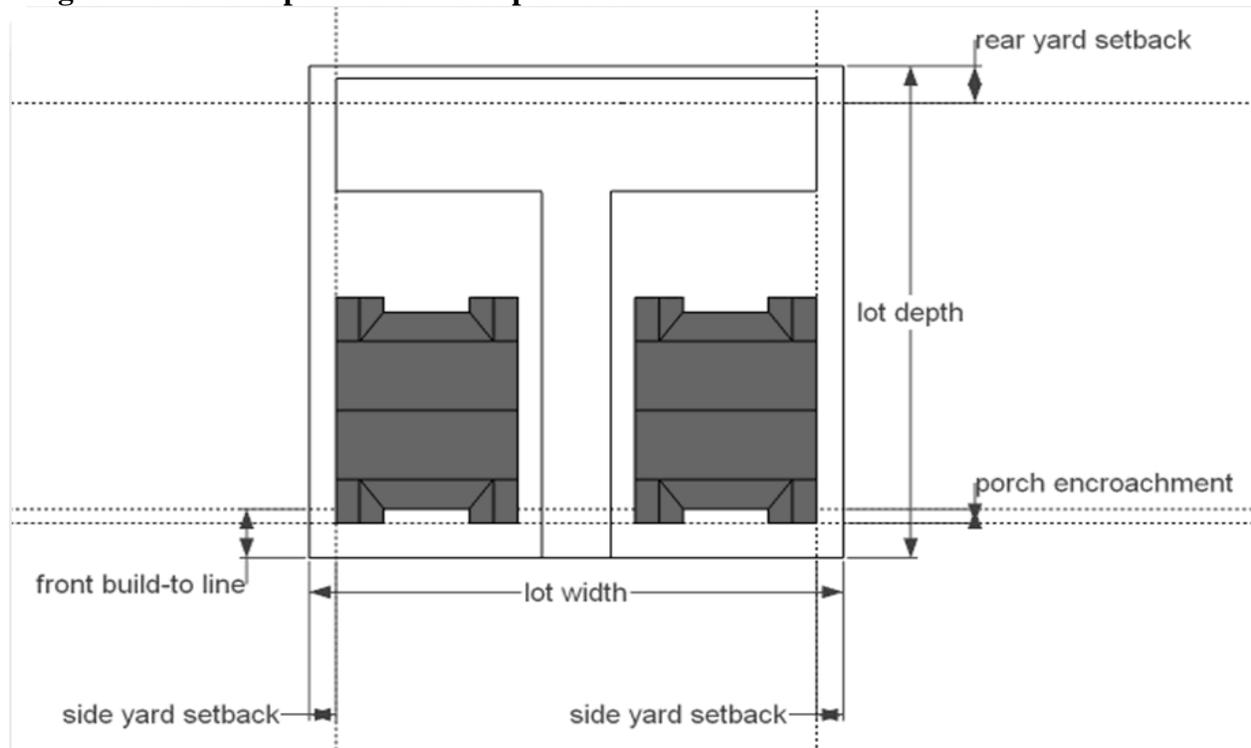


Diagram for small apartment — site plan view



D. Large apartment/condominium building/complex (sixteen (16) or more units).

1. Development standards.

Development standards	
	MDR or HDR ZONE
SITE SPECIFICATIONS	
Minimum lot size (sq. ft.)	6,000
Minimum width (feet).	60
Min. width — corner lot (feet).	75
Minimum depth (feet).	100
BUILDING PLACEMENT	
Front build-to line.	
Fronting local, collector, or other residential street with on-street parking (feet). Transitional infill design guidelines apply (Section 17.08.070.D).	0-12
Fronting local, collector, or other residential street with on-street parking and adjacent to single-family uses along the same street (feet).	8-20
Fronting arterial street (feet).	20-32
Rear yard (feet).	15
Interior side yard (feet).	15
Street side yard (feet).	20
BUILDING SIZE AND MASSING	
Lot coverage (percentage).	50%
Building height within 100 feet of SFR zone (feet).	35

Maximum building height (feet).	72
PARKING	
Location of on-site parking.	40 ft. from front property line
Number of parking spaces.	Per Section 17.08.100
OPEN SPACE	
Required usable open space/recreation area.	Minimum 8% of lot area, minimum 50' width and depth
LANDSCAPING	
Required landscaping (percentage).	Minimum 15% of lot area
SOLAR PROVISION	
Minimum photo-voltaic kW per unit per Section 17.08.305.	0.5 kW

- a. On-site management and security shall be provided for all large apartment complexes. Specific security provisions may include cameras, alarms, or active security guard surveillance, to the satisfaction of the Director.
- b. Required amenities for units in a large apartment include in-unit laundry hook-ups, and community pool and recreation room.
- c. Required amenities for units in a large condominium, beyond those required for apartments, include garage parking with storage shelves for each unit, and a minimum four feet by eight feet porch, patio, or balcony area.
- d. Other amenities for units in a large multi-family complex may include courts for basketball, tennis or other sports, indoor gym, outdoor dog park, or daycare center.
- e. All amenities shall be centrally located and easily accessible for residents.
- f. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
 1. Locate trash enclosures away from view, from primary entrances drive or streets;
 2. Design the trash enclosure to be a minimum of 165 square feet;

3. Accommodate source separation of recyclable materials in accordance with State requirements;
4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and
5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

Diagram for large apartment — perspective view

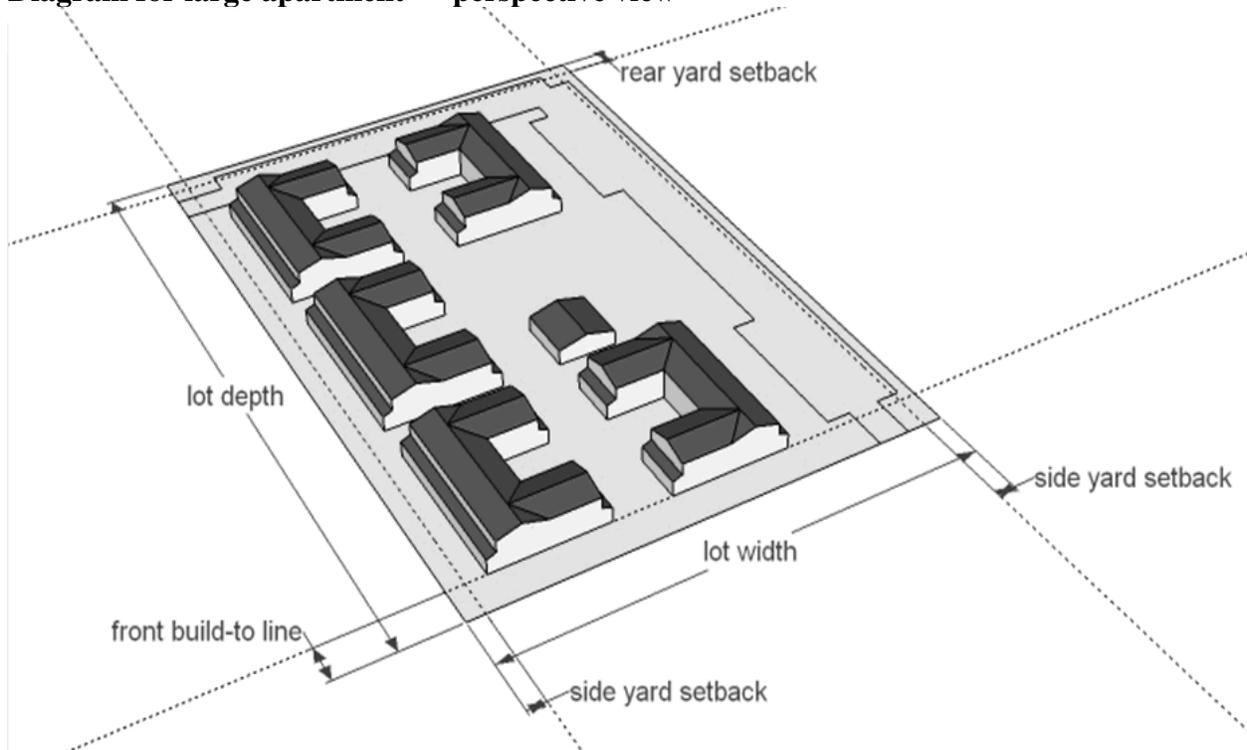
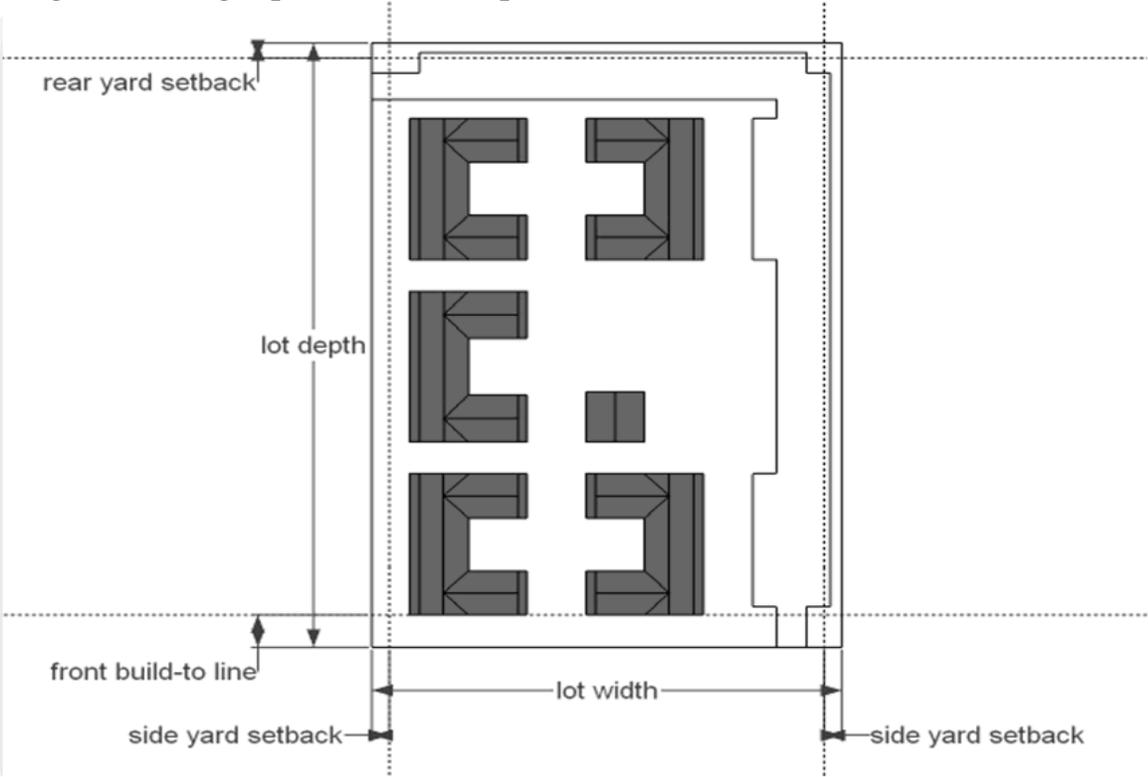


Diagram for large apartment — site plan view



(Ord. No. 989, § 1, 4-9-2013; Ord. No. 1020, § 4, 2-14-2017)

17.12.130 - Property development regulations.

A. General Regulations.

1. No new building or commercial coach shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section or Article X of Chapter 17.40, Commercial Coaches as Temporary Offices, which are pertinent to its placement on said lot or parcel.
2. No existing building or commercial coach located on an existing legal lot or parcel of land shall be convened, enlarged or moved unless said building, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines, or policies and subsection B of this section or Article X of Chapter 17.40, Commercial Coaches as Temporary Offices, which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created and no building, or portion thereof, existing on such new lot shall be used, unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section which are pertinent to the area and dimensions for new lots and the placement or location of buildings on said lot.

B. C Zone. Wherever property is designated as a C zone on the zoning map the following regulations, specific or general, shall apply:

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section, except those lots created within the boundaries of an approved shopping center to accommodate individual tenants. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)

	Minimum	Minimum	Minimum
Zone	Lot Area	Lot Width*	Lot Depth
C	10,000 sq. ft.	100 ft.	100 ft.

* Also denotes minimum street frontage.

See Section 17.40.070, 17.40.080, 17.40-.090A or 17.40.090B in the event public use or required street dedication would reduce the net lot area, lot width, or lot depth of an existing lot to less than the required minimum.

2. Yard Requirements.

- a. Additions or modifications to buildings or uses, either constructed or having received building permit approval, or having been legally established prior to May 4, 1983, may be

allowed with respect to yards of lesser dimension than required in this subsection where, in the opinion of the Director, allowing less than full compliance with the yard requirements would impose no substantial detriment to abutting property or improvements thereon. In rendering a decision on whether to allow a reduction of the required yard, the Director shall consider whether:

(See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.)

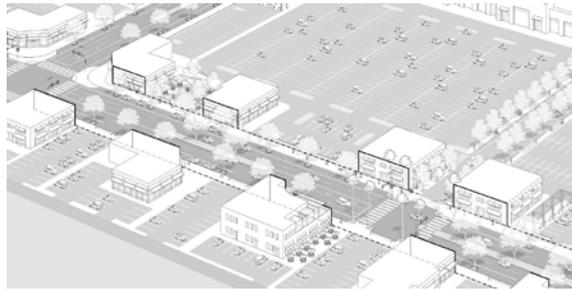
- 1) There are special circumstances or exceptional characteristics applicable to the property involved which are not generally applicable to other properties in the same vicinity with the same zoning;
- 2) An adjustment (if authorized) will constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning; and
- 3) The strict application of the yard requirements would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the yard requirements.

In no case shall the Director's approval of the reduction of a required yard relieve the applicant/property owner from complying with minimum landscape requirements established by this title, unless such relief is specifically approved by the Director. (See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.)

- b. Setbacks, building placement, and building design shall be provided as follows. Guidance in the application of these requirements is provided by adopted city design guidelines and various diagrams contained within this code:

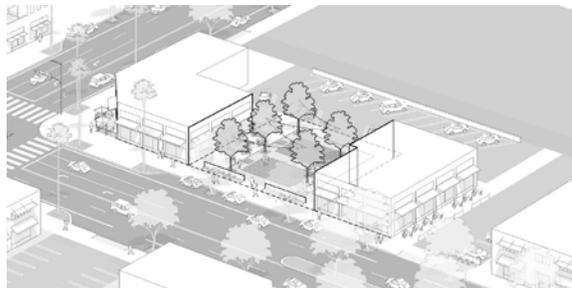
- 1) Street Frontages.
 - a) Street Frontage-Build-To Line. A "build-to" line for street frontages is established as follows. This "build-to" line shall apply to all street frontages adjacent to a property where pedestrian or vehicular access is available from that frontage:
 - (1) Arterial Street: Zero (0) to twelve (12) feet.
 - (2) All Other Streets: Zero (0) to six (6) feet.
 - b) Building Placement. Except as provided in Section 17.12.130.B.2.b.1) c), building placement on a property shall comply with the following requirements.
 - (1) New buildings, or additions to existing buildings, shall be designed and located so that a minimum of fifty (50) percent of the street frontage(s) has buildings located at the established "build-to" line for the parcel.
 - (2) Vehicular driveways and parking areas shall not be located between the façade of a building located at the "build-to" line and the back of the public sidewalk.
 - (3) In areas of the site where buildings are not located at the established "build-to" line, a minimum landscaped area of ten (10) feet in width shall be provided from the back of the sidewalk to any parking area. Such width

may be reduced by the approving authority where a parkway design is used to separate the sidewalk from the street curb. Landscaping installation and maintenance shall be in accordance with the requirements of Chapter 8.50.



Example of Building Placement at Build-To Line for 50% of Street Frontage
Diagram Courtesy of Sargent Town Planning

- c) Exceptions to Building Placement Requirements. Exceptions to the requirement for building placement established in subsection may be granted by the approval authority in the following circumstances:
 - (1) In the case of a commercial center, an exception may be granted where an anchor tenant requires a specific dimension for a "view corridor" from the adjacent street.
 - (2) On a corner lot situation, an exception may be granted to reduce the minimum fifty (50) percent requirement on one of the frontages where another frontage exceeds the minimum requirement and the overall intent of the build-to line requirement is met.
 - (3) Where people-oriented activity areas, such as outdoor dining locations, are provided at the build-to line and designed in such a way as to meet the intent of the "build-to" line, an exception may be granted.
 - (4) Where a drive-through lane is provided between the building and the "build-to line", an exception may be granted if the building provides, as required in Section 17.12.130.B.2.b.2), sufficient design features facing the street frontage(s).



Example of Placement of Outdoor Activity Areas Along Street Frontage at Build-To Line
Diagram Courtesy of Sargent Town Planning

- 2) Building Design Requirements. All buildings located entirely or partially at the "build-to" line shall meet the requirements as stated below. Determination of the

appropriate building design elements shall be guided by Section 17.12.230 and the adopted city design guidelines.

a) Building Façades facing Street Frontage(s).

- (1) Buildings shall generally be oriented so that the rear of the building does not directly face the adjacent street frontage(s). The approving authority may approve an exception to this where sufficient design elements, including but not limited to building fenestration, building materials, pedestrian access points into and through the building, and other techniques are provided to meet the design intent of the code.
- (2) Design of building façades facing a street shall provide the appearance of a storefront. Design elements may include arcades, patios, awnings, and overhangs as appropriate to enhance appearance and use of the space.

b) Public Entrances.

- (1) Except as provided under subsection ii., all buildings located entirely or partially at the "build-to" line shall have a public entrance directly facing the street frontage, and provide direct pedestrian access to the entrance from the adjacent street frontage.
- (2) A public entrance may be located on the side of a building not directly facing a street frontage provided that the entrance is clearly visible to people from the adjacent street, direct public access is provided, and the building façade directly facing the street has sufficient fenestration and other design elements and treatment to create a visible connection with that street frontage.



Building Entrance and Treatment for Side-On Design
Diagram Courtesy of Sargent Town Planning

- 3) Interior side yard and rear yard: Ten (10) feet where abutting a residential zone.

3. Height Regulations. The height of buildings shall be as follows:

- a. No building or structure in the C zone shall exceed a height of 50 feet or 3 stories, whichever is less. This section does not apply to conditional use permit uses which shall be subject to Article I of Chapter 17.32. (See Article XII of Chapter 17.40 for general exceptions.)
- b. No commercially used building in the C zone which is within 100 feet of any RR, SRR, or R zone shall exceed a height of 2 stories or 35 feet, whichever is less.

- c. No building may be constructed which would shade any existing active solar energy system on adjoining property without the consent of the affected property owner.
 - d. Exception for Solar Systems. Solar collectors may exceed the height limit when mounted on the roof of a legal, conforming building. The right to exceed the height limit shall be exercised only in the event that: there is no other practical means or location for achieving an efficient placement on the building or site in question; such collectors may exceed the height limit only to the extent necessary to achieve efficient placement; in no case shall such solar collectors (or related equipment) encroach more than 5 feet beyond the limit. Also the placement of a solar collector shall not shade or otherwise diminish the efficiency of existing solar collectors on neighboring property, or preclude such property from sufficient solar access to successfully operate a solar energy system sufficient to serve the needs of the business or occupants.
4. Reserved.
5. Landscaping. No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot.
6. Outside display. All displays shall be located wholly within an enclosed building with the exception of the following:
- a. Amusement rides and devices;
 - b. Automobile sales, limited to automobiles, tractors, and trucks under 2 tons held for sale and rental only;
 - c. Automobile service stations, limited to automobile accessories and facilities necessary to the dispensing of petroleum products only;
 - d. Boat sales, limited to boats held for sale or rental only;
 - e. Carnivals—Commercial;
 - f. Christmas trees and wreaths, sale of;
 - g. Crops, field, tree, bush and row, including nursery stock, flowers and vines;
 - h. Electric distribution substations;
 - i. Equipment rental;
 - j. Gas metering and control stations, public utility;
 - k. Mobilehome sales, limited to mobilehomes held for sale or rental only;
 - l. Parking lots;
 - m. Pumpkins and other seasonal agricultural products, sale of;
 - n. Recreational vehicle sales, limited to recreational vehicles held for sale or rental only;
 - o. Signs, existing outdoor advertising;
 - p. Temporary outdoor sales subject to Section 17.12.070;
 - q. Trailer sales, box and utility, limited to trailers held for sale only.
7. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:

1. Locate trash enclosures away from view, from primary entrances drive or streets;
2. Design the trash enclosure to be a minimum of 165 square feet;
3. Accommodate source separation of recyclable materials in accordance with State requirements;
4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and
5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

(Ord. 711 §§ 15, 44 (part), 1995: prior zoning ord. § 221.050)

(Ord. No. 907, § 5, 10-28-2008; Ord. No. 1016, § 3, 12-13-2016; [Ord. No. 1028, § 1, 7-11-2017](#))

17.12.150 - Signs—General provisions.

- A. The provisions of this section regulating signs shall not apply to the following signs except as otherwise indicated herein:
1. Official notices issued by any court, public body or public officer;
 2. Notices posted by any public officer in performance of a public duty, or for any person in giving legal notice;
 3. Traffic, directional, warning or informational signs or banners required or authorized by the public authority having jurisdiction over such signs;
 4. Official signs used for emergency purposes only;
 5. Permanent memorial or historical signs, plaques or markers;
 6. Public utility signs, provided such signs do not exceed 3 square feet in area;
 7. Any signs for a shopping center of 10 net acres or more which are lawfully erected in accordance with a city-approved sign program required as a condition of approval of the conditional use permit authorizing the shopping center;
 8. Any signs for a shopping center of less than 10 net acres which are lawfully erected in accordance with a city-approved sign program required as a condition of the site plan approval.
- B. Prohibited Signs. The following signs shall be prohibited in the C zone and may not be included in any sign plan.
1. Signs which contain or utilize:
 - a. Any exposed incandescent lamp,
 - b. Any revolving beacon light,
 - c. Any continuous or sequential flashing operation, except signs displaying time of day, atmospheric temperature or having programmable electronic public service messages only,
 - d. Any system for display of time of day, atmospheric temperature or programmable electronic public service messages in which:
 - 1) The messages are not public service in nature, or
 - 2) The proposed display has any illumination which is in continuous motion or which appears to be in continuous motion, or
 - 3) The message is changed at a rate faster than one message every 4 seconds, or
 - 4) The interval between messages is less than one second, or
 - 5) The intensity of illumination changes, or
 - 6) The display is located less than 100 feet on the same side of the street, or 200 feet across the street, from residentially zoned property;
 2. Any notice, placard, bill, card, poster, sticker, banner, sign, advertising or other device calculated to attract the attention of the public which any person posts, prints, sticks, stamps,

tacks or otherwise affixes, or causes the same to be done to or upon any street, right-of-way, public sidewalk, crosswalk, curb, lamppost, hydrant, tree, telephone pole or lighting system, or upon any fixture of the police or fire alarm system of the city of Lancaster or the county of Los Angeles;

3. Any sign which is placed in a manner which would obstruct a driver's or pedestrian's vision and thus create a hazard, or potential hazard, to the public health, safety or welfare;
 4. Any strings of pennants, banners or streamers, clusters of flags, strings of twirlers or propellers, flares, balloons, and similar attention-getting devices, including noise-emitting devices, with the exception of the following:
 - a. Automobile sales uses only may utilize pennants, banners or streamers subject to the following conditions:
 - 1) All such displays must be positioned horizontally and parallel to the ground and shall maintain a minimum height of 14 feet and a maximum height of 18 feet from grade level.
 - 2) All lines supporting such devices shall be secured in a taut manner and shall exhibit no more than 5 inches sag or droop at midline. No more than 3 such lines may be placed above one another and such lines shall be located along street frontages only.
 - 3) All pennants, banners or streamers shall be maintained in good condition. Such devices which have become torn, tattered, faded or otherwise fallen into disrepair shall be removed or replaced.
 - b. National state, local governmental, institutional or corporate flags properly displayed,
 - c. Holiday decorations in season used for an aggregate period of 60 days in any one calendar year;
 5. Awning or entrance canopy signs;
 6. Devices dispensing bubbles and free-flowing particles of matter;
 7. Devices projecting, or otherwise reproducing the image of a sign or message on any surface or object;
 8. New outdoor advertising signs;
 9. Portable signs;
 10. Projecting signs;
 11. Revolving signs of any kind;
 12. Roof signs;
 13. Sidewalk signs;
 14. Signs advertising or displaying any unlawful act, business or purpose;
 15. Signs emitting or amplifying sounds for the purpose of attracting attention;
 16. Temporary signs, except as otherwise specifically permitted by this title.
- C. General Sign Regulations. The following regulations apply to all signs in the C zone:

1. In no case shall a lighted sign or lighting device thereof be placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a street, sidewalk or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance.
 2. Existing outdoor advertising signs are subject to Section 17.40.210.
 3. Signs, except outdoor advertising signs, may be single-, double- or multi-faced, provided that:
 - a. The distance between the faces of any double-faced sign, other than a "V" shaped projecting sign, shall not exceed 36 inches.
 - b. The separation between the intersecting faces of any multi-faced sign shall not exceed 12 inches.
 4. Any sign located on vacant and unoccupied property, and which was erected for an occupant or business unrelated to the present occupant or business, or any sign which pertains to a time, event or purpose which no longer exists shall be removed within 30 days after the purpose for, or use utilizing such sign has been removed from such property.
 5. Any permitted sign may be a changeable copy sign.
 6. All signs shall be designed in the simplest form and be free of any exposed bracing, angle iron, guy wires, cables or similar devices.
 7. The exposed backs of all signs visible to the public shall be suitably covered, finished and properly maintained.
 8. All signs shall be maintained in good repair, including display surfaces which shall be kept neatly painted or posted.
 9. Any sign which does not conform to the provisions of this title shall be made to conform or shall be removed as provided in subsection B.4. of Section 17.32.850 except as provided in Section 17.32.850B.4.c.
 10. Except where otherwise specifically provided by this title, sign regulations established pursuant to this title shall not apply to signs within a building, arcade, court or other similarly enclosed area where such signs are not visible to the public without entering such facilities.
 11. The height of all signs shall be measured from the highest point of the sign.
- D. Computation of Sign Area. Computation of the surface area of any sign face shall consist of all lettering, figures, symbols, designs and pictures, together with all framing, background material, colored or illuminated areas, and attention-attracting devices forming an integral part of the overall display, but excluding all support structures, except that:
1. Superficial ornamentation of a non-message-bearing character which does not exceed 5% of the surface area of the sign face shall be exempted from computation.
 2. Wall signs painted on or affixed directly to a building wall or façade, and having no discernible boundary, shall have the areas between letters, words intended to be read together, and any device intended to draw attention to the sign message included in any computation of surface area of the sign face.
 3. Signs placed in such a manner, or bearing a text, as to require dependence upon each other in order to convey meaning shall be considered one sign and the intervening areas between the signs shall be included in any computation of surface area of the sign face.

4. Spherical, cylindrical or other 3-dimensional signs shall be considered to have 2 faces. The area of each sign face shall consist of $\frac{1}{2}$ of the total area of the 3-dimensional sign.

(Ord. 711 § 15 (part), 1995; prior zoning ord. § 221.061)

17.12.160 - Business signs.

Business signs may be permitted in the C zone subject to Section 17.12.230, and the restrictions of this section. For more information concerning specific types of signs see Section 17.04.240, Definitions.

A. Wall Business Signs.

1. Area Permitted.

- a. Each ground floor business establishment fronting on and/or oriented toward one or more streets may be permitted (See Section 16.04.060 of this code for the definitions of the different classifications of streets):
 - 1) On lots or parcels abutting or directly across a local or collector street from residentially zoned property, a maximum of one square foot of wall sign area for each one linear foot of building frontage;*
 - 2) On all other lots or parcels a maximum of 3 square feet of wall sign area for each one linear foot of building frontage;
 - 3) If building identification signs are used, the area of such signs shall be subtracted from the area permitted for wall signs.

* EXCEPTION. In instances where businesses abut residentially zoned property but the proposed signs do not face toward residentially zoned property, the Director may determine the amount of signage to be permitted not to exceed the maximum of 3 square feet for each one linear foot of building frontage.

- b. Where a ground floor business establishment fronts only on a parking lot, alley, open mall, landscaped open space, or other public way, the exterior building wall facing such parking lot, alley, open mall, landscaped open space, or other public way shall be considered a building frontage for purposes of computing permitted wall sign area.
- c. A ground floor business establishment having entrances intended for and regularly utilized by the public on the side of a building not considered to be building frontage by this section shall be permitted one wall sign on each such side provided the sign does not exceed $\frac{1}{2}$ the sign area permitted on the building frontage of said business. Where a business has more than one building frontage recognized by this section, an average of the permitted sign areas shall be used in computation. The combined area of all signs shall not exceed that specified in subsection A.1. of this section.
- d. Except as provided in subsection A.1.c. of this section, permitted sign area shall be used only on the face of the building wall for which it was calculated. No sign area may be transferred from one building frontage to another.
- e. Any building containing business establishments which front only on an indoor mall having a limited number of entrances, shall be considered a single establishment for the purpose of computing the wall sign area permitted on the exterior walls of such building.
- f. Each ground floor business establishment shall be permitted a minimum sign area of 20 square feet for each building frontage.

- g. Each business establishment located above the ground floor which has an individual entrance from the outside of the building may be allowed a wall sign near the individual entrance in accordance with the area permitted for ground floor uses under subsection A.1.a.1) of this section. Such business establishments which are served by a common entrance may not have signs above the ground floor.
 - h. Each business establishment located on the ground floor or second floor having no building frontage shall be permitted a maximum of 4 square feet of sign area facing the street. Such business establishments may not have signs above the ground floor.
- 2. Height Permitted. Wall business signs shall not extend above:
 - a. Eighteen inches below the top of the wall of a single-story building;
 - b. The lowest point of a sloping roof of a single-story building.
 - 3. Projection Permitted. Wall business signs shall not project more than 18 inches from the building wall to which they are attached. Freestanding signs may not project over the public right-of-way.
 - 4. Lighting. Wall business signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- B. Freestanding Business Signs.
- 1. Monument Signs and Post Signs. Monument Signs and Post Signs shall comply with the following standards:
 - a. Frontage. Monument and post signs may be permitted on any lot or parcel of land for each street frontage having a continuous distance of 150 feet or more. Such signs may also be permitted as provided in subsection B.9. of this section.
 - b. Area Permitted.
 - 1) Except as otherwise provided in this section, the maximum freestanding business sign area that shall be permitted for each street frontage or for each combination of frontages considered to be a single frontage under either subsection B.9.a. or b. of this section is:
 - a. On lots or parcels where the street frontage abuts or is directly across a local or collector street from residentially zoned property, 50 square feet total sign area;
 - 2) On all other lots or parcels, 150 square feet total sign area.

Where the locational requirements of Section 17.12.140 et seq. permit additional freestanding business signs on the same frontage, sign area allocated for each sign may be any proportion provided that the sum does not exceed the maximum permitted sign area established herein for a specific frontage or combination of frontages and that they conform to all other requirements of Section 17.12.140 et seq.
 - c. Height Permitted. Monument and post signs shall not exceed a maximum height of 12 feet measured vertically from ground level at the base of the sign, or 3 feet below the roof line, whichever is least.

- d. Location of Signs on All Lots and Parcels.
 - 1) Monument and post signs shall not be located nearer than 50 feet from any lot line, other than a lot line adjoining a street.
 - 2) Monument and post signs shall not be located nearer than 150 feet from any other freestanding business sign on the same frontage on the same lot, parcel of land, or within any shopping center.
 - 3) Monument and post signs shall be directed toward the street frontage from which the area of the sign is computed.
- e. Projection.
 - 1) Monument and post signs shall not project over the roof of any building or structure.
 - 2) Monument and post signs shall not project over any public right-of-way.
- f. Movement. Monument and post signs shall not rotate, move or simulate motion in any way.
- g. Lighting. Monument and post signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- h. Other requirements for monument signs.
 - 1) Sign copy shall be displayed within one sign structure. No other signage shall be attached to or placed on the monument sign.
 - 2) All electrical service to the sign shall be underground and hidden from view.
- i. Exceptions.
 - 1) If a lot or parcel of land is a corner lot, the distances of any 2 intersecting street frontages may be combined and considered as a single frontage for the purpose of erecting and/or maintaining a single freestanding business sign adjacent to the corner formed by the intersecting street frontages, provided that:
 - a. The total combined distance of the 2 street frontages is 150 feet or more with no frontage less than 50 feet; and
 - b. No street frontage shall be used in combination as described herein more than once; and
 - c. Such sign or signs comply with all area, height, projection, lighting, movement, and locational requirements established elsewhere in this title.
 - 2) If any application for Director's Review, including a site plan and an architectural sketch of the proposed sign, is first submitted to and approved by the Director as provided in Article VI of Chapter 17.32, the street frontages of 2 or more contiguous lots or parcels of land may be combined and considered as a single frontage for the purpose of jointly erecting and/or maintaining one freestanding business sign, provided that:
 - a. The combined street frontage is 150 feet or more; and
 - b. Such lots or parcels of land share a common street frontage; and

- c. Such sign complies with all area, height, projection, lighting, movement and locational requirements established elsewhere in this title; and
 - d. If one such lot is a corner lot, only frontage along the street common to all lots or parcels of land so combined shall be used in these computations and all other frontages shall be considered separately.
- 3) If an application for Director's Review, including a site plan and an architectural sketch of the proposed sign, is first submitted to and approved by the Director as provided in Article VI of Chapter 17.32, one monument sign 42 inches or less in height may be erected and/or maintained on a lot or parcel of land having less than 150 feet of continuous street frontage. However if a monument sign greater than 42 inches in height or a post sign is desired by the applicant the Director, in approving any such application shall make the following findings in addition to those specified in Section 17.32.790:
- a. That no freestanding business sign currently exists on the subject property; and
 - b. That it is not practical for the applicant to combine the street frontage of said property with the frontage of one or more contiguous properties in order to comply with the minimum frontage requirement pursuant to subsection B.1. of this section; and
 - c. That surrounding buildings, structures or topographical features would substantially obstruct the visibility of a wall sign as permitted by this section for a distance of 100 feet, on one or both sides of such sign, measured along the center line of the street upon which such property fronts; and
 - d. That the requested sign is necessary for the effective identification of businesses located on said premises; and
 - e. That the requested sign will not obscure or significantly detract from existing legal signing located on surrounding properties; and
 - f. That the requested sign does not constitute a detriment to public health, safety and welfare; and
 - g. That the requested sign is in compliance with all other provisions of this title.
- 4) If the obstruction referred to in subsection B.9.c.3) of this section is a nonconforming sign, the Director shall require, as a condition of approval, that the proposed sign be removed no later than the date specified by this title for removal of the nonconforming sign. Such date for removal shall not be extended except in the instance where the amortization period for said nonconforming sign has been extended by the approval of an application for nonconforming use and structure review. In such instance, the new removal date shall not extend beyond the new amortization period established for said nonconforming sign.

The maximum permitted area of such sign shall be in the following ratio:

- a. On lots or parcels where the street frontage abuts or is across a local or collector street from residentially zoned property, ½ square foot of sign area for each foot of street frontage up to a maximum of 50 square feet total sign area; and
 - b. On all other lots or parcels, 1½ square feet of sign area for each foot of street frontage up to a maximum of 150 square feet total sign area.
 - 5) Proposals for shopping centers of more than 2 net acres but no greater than 10 net acres shall require the submittal of an overall sign program which is subject to the Director's Review and approval. Shopping centers of greater than 10 net acres in size shall require an overall sign program as a condition of the required conditional use permit.
- 2. Pole and Pylon Signs. Pole and Pylon Signs shall comply with the following standards:
 - a. Number. One sign for each site with a minimum of 150 feet of frontage on a major arterial.
 - b. Height. Maximum of 50 feet. For signs over 50 feet in height a Conditional Use Permit shall apply per Section 17.12.080(j).
 - c. Location. Signs shall be located a minimum of 15 feet from interior side lot lines. Criteria for determining the precise location of signs shall include, but not limited to, visibility from the street, proximity to other signs and buildings, frontage and configuration of the site. Each sign shall have a minimum of 100 square feet of landscaped planter area proportionally surrounding the sign, which shall be in addition to any other required landscaped area.
 - d. Street Address. All signs shall contain a street address.
 - e. Design Guidelines. Signs permitted per this section shall comply with any sign design guidelines that may be adopted by the City or as may be determined by the Director.
 - f. Design Review. All signs shall be reviewed and approved or conditionally approved with a Director's Review or Conditional Use Permit. Factors that the Director or Commission will consider include, but are not limited to the following:
 - 1) That the sign does not interfere with the ability of adjoining properties or uses to have visible signage;
 - 2) That the sign does not detract from architectural features of the building; and
 - 3) That the sign does not interfere with vehicular or pedestrian movement or with visibility for vehicular or pedestrian movements.
- C. Under Marquee Sign. Each business establishment may be permitted under marquee signs subject to the following restrictions:
 - 1. Area permitted: Maximum of 3 square feet total sign area.
 - 2. Number permitted:
 - a. Maximum of 2 per tenant; and
 - b. One for each entrance.

3. Height above sidewalk: Shall not be less than 8 feet.
 4. Lighting. Under marquee signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- D. Window Signs. Each business establishment may be permitted display window signs subject to the following restrictions:
1. Area permitted: Maximum of 25% of the window area.
 2. Lighting. Window signs may be internally or externally lighted, but any continuous or sequential flashing operation is prohibited.
- E. Incidental Business Signs. Each business establishment may be permitted incidental business signs provided:
1. That such signs are wall signs or window signs or are displayed within an existing freestanding sign structure; and
 2. That such signs do not exceed 3 square feet in sign area or 6 square feet in total sign area; and
 3. That the sum of the sign areas of all such signs does not exceed 10 square feet.
 4. Incidental business signs may be internally or externally lighted but any continuous or sequential flashing operation is prohibited.

(Ord. 711 § 15 (part), 1995: prior zoning ord. § 221.063)

17.12.640 - Property development regulations.

A. General.

1. No new building or commercial coach shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section or Article X of Chapter 17.40 which are pertinent to its placement of said lot or parcel.
2. No existing building or commercial coach located on an existing legal lot or parcel of land shall be converted, enlarged or moved unless said building or commercial coach, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created, or any building, or portion thereof, existing on such new lot be used unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section which are pertinent to the area and dimensions for new lots and those regulations pertinent to the placement or location of buildings on said lot.

B. H Zone.

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)
 - a. Minimum lot area: 40,000 square feet (see Sections 17.40.070 and 17.40.080 in the event public use or required street dedication would reduce the net area of an existing lot to less than 40,000 square feet);
 - b. Minimum lot width: 100 feet (see Section 17.40.090A in the event the width of an existing lot is reduced by public use);
 - c. Minimum lot depth: 100 feet (see Section 17.40.090B in the event the depth of an existing lot is reduced by public use).
2. Yard Requirements.
 - a. Additions or modifications to buildings or uses, either constructed or having received building permit approval, or having been legally established prior to June 15, 1983, may be allowed with yards of lesser dimension than required in this subsection where, in the opinion of the Director, allowing less than full compliance with the yard requirements would impose no substantial detriment to abutting property or improvements thereon. The Director shall then also consider if:
 - 1) There are special circumstances or exceptional characteristics applicable to the property involved which are not generally applicable to other properties in the same vicinity with the same zoning,

- 2) An adjustment (if authorized) will constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning, and
 - 3) The strict application of the yard requirements would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the yard requirements, in rendering a decision on whether to allow a reduction of the required yard. In no case shall the Director's approval of the reduction of a required yard relieve the applicant/property owner from complying with minimum landscape requirements established by this title unless such relief is specifically approved by the Director. (See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.)
- b. Yards shall be provided as follows:
- 1) Front yard, street side yard and interior side yard: 20 feet plus 5 feet for each story over one. No parking shall take place within 20 feet of a property line within a required front or street side yard, such area shall be fully landscaped except where crossed by approved driveways. Parking on lawns or other landscaped areas is prohibited.
 - a) The front yard, street side yard and interior side yard of all uses shall be landscaped with living plant materials such as trees, shrubs and lawn prior to occupancy by any use, shall be served by a permanent automatic irrigation system and shall be maintained as required in this title.
 - 2) Rear yard:* 50 feet.
 - a) Where the rear yard abuts a public street, said yard shall be landscaped in the same manner as required for the front yard for a distance of not less than 20 feet, measured from the street right-of-way line to a line parallel to the right-of-way on the lot or parcel of land.
3. Maximum lot coverage: 50% of the lot area.
4. Landscaping: No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot.
- * EXCEPTION: Solar energy systems are permitted in rear yards and are not counted against lot coverage.
5. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
1. Locate trash enclosures away from view, from primary entrances drive or streets;
 2. Design the trash enclosure to be a minimum of 165 square feet;
 3. Accommodate source separation of recyclable materials in accordance with State requirements;
 4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and

5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

(Ord. 711 § 44 (part), 1995; Ord. 651 § 4 (part), 1993; prior zoning ord. § 224.050)

17.12.800 - Property development regulations.

A. General.

1. No new building shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or temporary commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
2. No existing building or temporary commercial coach located on an existing legal lot or parcel of land shall be converted, enlarged, or moved unless said building, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created or any building, or portion thereof, existing on such new lot be used, unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, which are pertinent to the area and dimensions for new lots and those regulations pertinent to the placement or location of buildings on said lot.

B. OP Zone. Wherever property is designated as an OP zone on the zoning map the following regulations shall apply:

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)

	Minimum	Minimum	Minimum
Zone	Lot Area	Lot Width*	Lot Depth
OP	10,000 sq. ft.	80 ft.	100 ft.

* Also denotes minimum street frontage.

See Section 17.40.070, 17.40.080, 17.40.090 A or 17.40.090B in the event public use or required street dedication would reduce the net lot area, lot width, or lot depth of an existing lot to less than the required minimum.

2. Setbacks, building placement, and building design shall be provided as follows. Guidance in the application of these requirements is provided by adopted city design guidelines and various diagrams contained within this code:
 - a. Street Frontages.

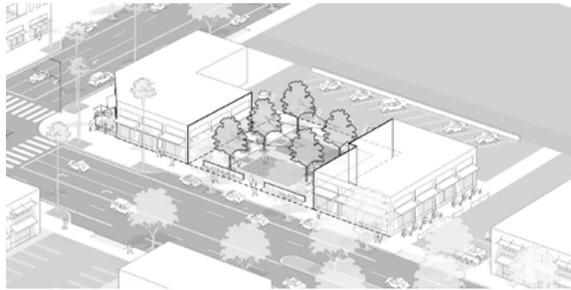
- 1) Street Frontage-Build-To Line. A "build-to" line for street frontages is established as follows. This "build-to" line shall apply to all street frontages adjacent to a property where pedestrian or vehicular access is available from that frontage:
 - a) Arterial Street: Zero (0) to twelve (12) feet.
 - b) All Other Streets: Zero (0) to six (6) feet.
- 2) Building Placement. Except as provided in Section 17.12.800.B.2.a.3), building placement on a property shall comply with the following requirements.
 - a) New buildings, or additions to existing buildings, shall be designed and located so that a minimum of fifty (50) percent of the street frontage(s) has buildings located at the established "build-to" line for the parcel.
 - b) Vehicular driveways and parking areas shall not be located between the façade of a building located at the "build-to" line and the back of the public sidewalk.
 - c) In areas of the site where buildings are not located at the established "build-to" line, a minimum landscaped area of ten (10) feet in width shall be provided from the back of the sidewalk to any parking area. Such width may be reduced by the approving authority where a parkway design is used to separate the sidewalk from the street curb. Landscaping installation and maintenance shall be in accordance with the requirements of Chapter 8.50.



Example of Building Placement at Build-To Line for 50% of Street Frontage
Diagram Courtesy of Sargent Town Planning

- 3) Exceptions to Building Placement Requirements. Exceptions to the requirement for building placement established in subsection may be granted by the approval authority in the following circumstances:
 - a) In the case of a commercial center, an exception may be granted where a major tenant requires a specific dimension for a "view corridor" from the adjacent street
 - b) On a corner lot situation, an exception may be granted to reduce the minimum fifty (50) percent requirement on one of the frontages where another frontage exceeds the minimum requirement and the overall intent of the build to line requirement is met.
 - c) Where people-oriented activity areas, such as outdoor dining locations, are provided at the build-to line and designed in such a way as to meet the intent of the "build-to" line, an exception may be granted.

- d) Where a drive-through lane is provided between the building and the "build-to line", an exception may be granted if the building provides, as required in Section 17.12.800.B.2.b, sufficient design features facing the street frontage(s).



Example of Placement of Outdoor Activity Areas Along Street Frontage at Build-To Line
Diagram Courtesy of Sargent Town Planning

- b. Building Design Requirements. All buildings located entirely or partially at the "build-to" line shall meet the requirements as stated below. Determination of the appropriate building design elements shall be guided by Section 17.12.230 and the adopted city design guidelines.
- 1) Building Façades facing Street Frontage(s).
 - a) Buildings shall generally be oriented so that the rear of the building does not directly face the adjacent street frontage(s). The approving authority may approve an exception to this where sufficient design elements, including but not limited to building fenestration, building materials, pedestrian access points into and through the building, and other techniques are provided to meet the design intent of the code.
 - b) Design of building façades facing a street shall provide the appearance of a storefront. Design elements may include arcades, patios, awnings, and overhangs as appropriate to enhance appearance and use of the space.
 - 2) Public Entrances.
 - a) Except as provided under subsection ii below, all buildings located entirely or partially at the "build-to" line shall have a public entrance directly facing the street frontage, and provide direct pedestrian access to the entrance from the adjacent street frontage.
 - b) A public entrance may be located on the side of a building not directly facing a street frontage provided that the entrance is clearly visible to people from the adjacent street, direct public access is provided, and the building façade directly facing the street has sufficient fenestration and other design elements and treatment to create a visible connection with that street frontage.



Building Entrance and Treatment for Side-On Design
Diagram Courtesy of Sargent Town Planning

- c. Interior side yard and rear yard: Ten (10) feet where abutting a residential zone.
3. Height. The height of buildings and structures shall comply with the following:
 - a. No building or structure in the OP zone shall exceed a height of 50 feet. This section does not apply to conditional use permit uses which shall be subject to Article I of Chapter 17.32. (See Article XII of Chapter 17.40 for general exceptions.)
 - b. No building in the OP zone which is within 100 feet of any RR, SRR or R zone shall exceed a height of 2 stories or 35 feet, whichever is less.
 - c. No building may be constructed which would shade any existing active solar energy system on adjoining property without the consent of the affected property owner. (See subsection one in the definition of solar energy system in Section 17.04.240.)
 - d. Exceptions for Solar Systems. Solar collectors may exceed the height limit when mounted on the roof of a legal, conforming building. The right to exceed the height limit shall be exercised only in the event that: there is no other practical means or location for achieving an efficient placement on the building or site in question; such collectors may exceed the height limit only to the extent necessary to achieve efficient placement; in no case shall such solar collectors (or related equipment) encroach more than 5 feet beyond the limit. Also the placement of a solar collector shall not shade or otherwise diminish the efficiency of existing solar collectors on neighboring property, or preclude such property from sufficient solar access to successfully operate a solar energy system sufficient to serve the needs of the business or occupants.
4. Maximum floor area ratio (FAR): 0.75. (See definition in Section 17.04.240.)
5. Landscaping. Plant materials used in landscaping shall include drought-tolerant species and the landscaping shall be designed to minimize water usage and prevent runoff. No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot. All landscaped areas shall conform to Title 8, Chapter 8.50, Landscaping Installation and Maintenance of the Lancaster Municipal Code. All landscaping shall be completed prior to occupancy by any use and shall be maintained as defined in this title.
6. Outside Storage and Display. All outside storage and display is prohibited with the exception of the following:
 - a. Parking lots;
 - b. Signs, existing outdoor advertising.

7. Trash enclosure location(s) and access shall be designed to the satisfaction of the Director. The trash enclosures shall meet the following requirements:
 1. Locate trash enclosures away from view, from primary entrances drive or streets;
 2. Design the trash enclosure to be a minimum of 165 square feet;
 3. Accommodate source separation of recyclable materials in accordance with State requirements;
 4. Design trash enclosures with a non-combustible, overhanging, trellis or roof cover; and
 5. Separate trash enclosure from adjacent parking with a 6-foot wide minimum planter.

(Ord. 711 § 43 (part), 1995; prior zoning ord. § 225.050)

(Ord. No. 907, § 5, 10-28-2008; [Ord. No. 1028, § 2, 7-11-2017](#))

17.16 - INDUSTRIAL ZONES

Article I. - In General

17.16.010 - In general.

As used in this title, "industrial zones" means the LI, HI and BP zones.

(Prior zoning ord. § 240.000)

17.16.020 - Purpose and intent.

The purpose and intent of the I zones is to provide the means necessary to implement the city of Lancaster general plan, specifically:

- A. The LI zone implements the "light industry" category;
- B. The HI zone implements the "heavy industry" category; as set forth in the text of the general plan and as delineated on the general plan map. These zones are intended to be in accordance with applicable goals, objectives, policies and actions set forth by the plan. These zones are intended to allow the development of industrial uses thereby providing for the industrial and employment needs of the city and adjoining areas and business in an urban environment with full urban services.

It shall also be the intent of this zone to apply the provisions of this zone including but not limited to the property development regulations required herein to all new building lots created after the effective date of the ordinance codified in this title.

It shall not be the intent of this title to render previously legally created building lots or legally constructed buildings which do not comply with the new property development regulations or other requirements of this title to be nonconforming where these lots or buildings complied with the ordinances in effect at the time of their creation or construction. However, proof of compliance with ordinances in effect at the time of creation or construction shall be the sole burden of the applicant or property owner. Such proof may include building permits, minutes of council or commission action, case files, or other documentation.

(Prior zoning ord. § 241 .010)

17.16.030 - Prohibition.

A person shall not use any premises in the LI or HI zones except as hereafter permitted in this title and subject to all regulations and conditions enumerated in this title.

(Prior zoning ord. § 241.020)

17.16.040 - Permitted uses—I zones.

The permitted uses of the I zones are grouped into categories of similar uses rather than exhaustive lists of single uses. Extensive examples are given for purposes of clarifying the types of uses allowed by each category. The following categories of uses are permitted in all of the I zones except where specific

references limiting certain uses to the LI, or HI zones are made. All uses are subject to any stated exceptions, development requirements, and approval of a site plan as follows:

- A. Existing Residential Uses. Such uses may continue to be used as a permitted use provided that such uses may not be expanded by a cumulative total of more than 500 square feet of floor area and comply with Article VII of Chapter 17.32.
- B. Commercial Uses.
 - 1. Existing Nonconforming Commercial Uses. Such uses may continue to be used as a permitted use provided that such uses may not be expanded beyond their ability to meet current parking requirements, and design and performance standards related to the expansion, on their existing site.
 - 2. Existing Conforming and New Commercial Uses. Such uses shall include, but not be limited to permitted uses within the Commercial zone under Section 17.12.040, unless specifically addressed within the I zones. Uses which meet the definition of an alcohol sales establishment as contained in Section 17.42.020 shall be required to obtain a conditional use permit.
- C. Aircraft-Related Uses. This category includes but is not limited to the manufacture, storage, maintenance, repair or overhaul of aircraft or missile components, parts, accessories, equipment and power plants and is permitted only in the HI zone.
- D. Automobile, Boat, Equipment, Motorcycle, Truck, Tractor, Sales, Service, Repair, Accessories and Parts. This category includes but is not limited to motor vehicle dealerships including recreational vehicles, auto parts stores: tires, batteries and accessory stores; body and frame shops, auto upholstery shops, brake shops, car wash, muffler shops, radiator shops, repair shops, service stations, and similar uses. All repair activities within the LI zone shall be conducted within an enclosed building. Auto service and repair uses, body and frame shops, heavy equipment repair and tire sales on lots within 300 feet of residentially zoned property shall be required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the Director.

This category does not include automobile impound yards (See Section 17.16.060), automobile wrecking yards, or salvage operations, (See subsection E of this section.)
- E. Automobile Dismantling Yards, Scrap Metal Processing Yards, and Similar Metal Salvage Operations. This category includes but is not limited to automobile impound yards, automobile wrecking, metal salvage operations, and junk and salvage operations. All uses in this category shall be permitted only in the HI zone. Any such use in this category on lots within 300 feet of residentially zoned property shall be conducted within an enclosed building and required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the Director. (See subsection A.10. or 15. of Section 17.16.220, as applicable.)

This category does not include recycling facilities as defined in this title or the smelting of metals. (See Section 17.16.070.)
- F. Building Trades and Related Uses. This category includes, but is not limited to appliance sales, blueprint services, building supplies, cabinet making, carpenter shop, contractor equipment yard, electricians and electrical supply, engineers and surveyors, fence contractors, glass stores, janitorial service and supply, landscape materials (including nurseries), lumber yards,

pool contractors, plumbing sales, spa sales, truss manufacturing, wood stove sales and similar uses. Batch plants and concrete transit mix uses shall be permitted only in the HI zone provided that batch plants and concrete transit mix uses within 300 feet of residentially zoned property shall be required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the Director. (See Section 17.16.220.A.10. and Section 17.16.220.B)

- G. Communication Facilities and Services, Public and Private. This category includes but is not limited to communications equipment, duplicating, lithographers, microwave stations, photocopying, photo engravers, printers or publishers, radio and television broadcast studios, telegraph offices, telephone repeater stations, tourist information centers, and similar uses.

This category does not include radio and television transmission towers or wireless telecommunication facilities. (See Section 17.40.640).

- H. Food Manufacturing, Processing, Wholesale Sales and Storage. This category includes but is not limited to bottling plants, breweries, coffee roasting, dairy products, dextrine manufacturing, fruit and produce, malt products, meat processing, oleomargarine, sodium glutamate, soft drinks, vitamin tablets, and similar uses. All such uses within the LI zone shall be conducted within an enclosed building.

This category does not include dairies, lard manufacturing, pickles, sausage, sauerkraut, slaughter houses, distillation of vinegar, or the canning of other fish or meats and similar uses. (See Section 17.16.070.)

- I. Manufacturing—General. This category includes but is not limited to assembly plants, automotive, beds and bedding manufacturing, billboards, bone products, building materials, brushes, ceramics, clay and cement products, doors, drugs, dry goods, electric and electronic products, felt, fiberglass, fur products, furniture, glass, hair products, heating equipment, jewelry, leather products, machine shops, mobilehomes and factory-built housing, paper products, plastic products, recreational vehicles, springs, starch, stone products, textiles, tobacco products, tools, uses which manufacture products from recycled materials, welding, wood products, wool and woolen products, wrought iron and similar manufacturing uses. All such uses within the LI zone shall be conducted within an enclosed building. Any such use in this category on lots within 300 feet of residentially zoned property shall be required to mitigate any conditions which are detrimental, or potentially detrimental, to the reasonable use of the residentially zoned property to the satisfaction of the Director. (See Section 17.16.220A.10. and Section 17.16.220.B)

This category does not include cement manufacturing, explosives, foundries, paper manufacturing, manufacturing of plastics, or tanning of animal hides. (See Section 17.16.070.)

- J. Public Safety Facilities and Services. This category includes but is not limited to ambulance service, fire stations, highway patrol stations, municipal maintenance yards, police stations, and similar uses.

- K. Public Services and Utilities. This category includes but is not limited to the following uses:

1. Electric transmission substations including microwave facilities used in conjunction therewith;
2. Gas Distribution Depots. This use is permitted in the HI zone only;

3. Publicly owned uses necessary to the maintenance of the public health, convenience or general welfare, including federal, state, county, city, or special district offices, libraries and court facilities;
 4. Public utility service yards;
 5. Water reservoirs, dams, treatment plants, gauging stations, pumping stations, tanks, wells, and any use normal and appurtenant to the storage and distribution of water. Exception: This use is not subject to site plan review (Section 17.16.120).
- L. Recycling Facilities. This category includes but is not limited to reverse vending machines, small and large collection facilities and light processing facilities. Heavy processing facilities shall be permitted in the HI zone only. All uses in this category are subject to the criteria and standards of Section 17.40.290. (See definitions in Section 17.04.240.) This category also includes uses which reuse recyclable materials.
- M. Rental Establishments. This category includes, but is not limited to, automobile, clothing, equipment (including heavy equipment in the HI zones), furniture, hospital equipment, recreational vehicles, and similar rentals.
- N. Repair Services. This category includes but is not limited to appliance repair, gunsmiths; heating, refrigeration, and air conditioning repair; jewelry repair, locksmiths, shoe repair, watch repair, and similar repair services.
- O. Research and Development. This category includes but is not limited to laboratories and facilities for scientific research, development and testing including administrative offices.
- This category does not include the development and testing of hazardous materials, biological or chemical warfare agents, or explosives (See Section 17.16.070.)
- P. Schools—Specialized Training. This category includes but is not limited to manual training, shop work, or the repair and maintenance of machinery or mechanical equipment.
- This category does not include business and professional schools see Section 17.16.060
- Q. Sexually Oriented Businesses. This category includes but is not limited to adult bookstores, adult motels, adult motion picture theaters, adult theaters, adult cabarets, escort agencies, massage parlors, semi-nude model studios, and similar uses subject to the requirements of Ordinance No. 619 and is permitted only in the HI zone. (See Article IV of Chapter 17.16.)
- R. Warehousing, Wholesaling and Storage. This category includes but is not limited to cold storage distributors, ministorage warehouse, moving van and storage, truck terminals, and warehouses. (See Section 17.16.220.A.10.)
- S. Water reservoirs, dams, treatment plants, gauging stations, pumping stations, tanks, wells, and any use normal and appurtenant to the storage and distribution of water. Exception: This use is not subject to site plan review. (Section 17.16.120.)
- T. Other Uses. This category includes those uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in this zone, which the Director deems the use consistent with the purpose and intent of this zone and similar to other uses permitted herein.

(Ord. 896 § 1 (Exh. A § 22), 2008; Ord. 793 § 1 (Exh. A), 2001; Ord. 753 § 1 (Exh. A § 3 (part)), 1999; Ord. 711 §§ 30 (part), 32, 1995; prior zoning ord. § 241.021)

17.16.050 - Accessory and temporary uses.

A. The following uses are considered as accessory uses to the permitted uses in the I zones:

1. Accessory buildings and structures customarily used in conjunction therewith.
 - a. Cargo containers may be used as accessory buildings and structures in the I zones, subject to the following:
 - 1) Containers shall meet the applicable front yard, side yard, and rear yard requirements contained in Section 17.16.130.B.2.
 - 2) Containers shall only be used for incidental uses that are permissible in the zone.
 - 3) Containers shall not be stacked on top of each other or on any other structure.
 - 4) Containers shall not encroach upon, block, obstruct, or reduce in any manner any required exits, windows or vent shafts of structures, or any required parking spaces, driveways, private streets, or public rights of way.
 - 5) Containers shall not be used for human habitation or occupied by individuals for any reason.
 - 6) Containers shall not have any electrical, plumbing, heating or air conditioning installations or systems, and shall not be connected to a power source.
 - 7) Refuse, garbage, trash and debris, as well as hazardous substances, as defined by state or federal law, shall not be placed or stored in, against, on, or under a cargo container at any time.
 - 8) Containers shall require a container permit. The number and location of cargo containers used as accessory buildings or structures in the I zones shall be subject to the review and prior written approval of the Director, or their duly authorized representatives. Upon such approval, compliance with all conditions of approval, and payment of a container permit fee in an amount established by city council, a container permit shall be issued.

B. The following uses are considered as temporary uses in the I zones:

1. The placement and use of a temporary office in conjunction with a construction or development project undertaken pursuant to an active building permit. A temporary office shall be placed on the lot or parcel which is part of the project, or on property adjoining the construction or development site with the written consent of the property owner. The placement of a temporary office shall not occur until the building permit is obtained. The temporary office shall be removed within thirty (30) days after the permit is expired, revoked, or finalized.
2. Commercial coaches used as temporary offices subject to the provisions of Article X of Chapter 17.40 and this zone.
 - b. Cargo containers may be used for the temporary construction storage described in (a) of this subsection. A cargo container approved pursuant to this subsection shall not require a separate permit. The number and location of cargo containers used for temporary

construction storage shall be subject to the review and prior written approval of the building official and Director or their duly authorized representatives. Application for approval of cargo containers for temporary construction storage shall be made on a city-approved form and shall indicate the number of the building permit obtained for the construction or development project for which the temporary construction storage is requested, the size of each cargo container, the proposed location of each container on the property, and the date on which each container shall be placed on the property.

- c. The time period for which a cargo container may be used for temporary construction storage is limited to the time when the building permit is active. An active building permit means one that has not expired, been revoked, or been finalized. Cargo containers used for temporary construction storage shall be removed from the property within thirty (30) calendar days of the expiration, revocation or finalization of a building permit.
- d. Cargo containers used for temporary construction storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
- e. Cargo containers used for temporary construction storage shall conform to the following standards:
 - 1) Cargo containers shall be set back a minimum of five feet from any property line and a minimum of ten (10) feet from any structure.
 - 2) Cargo containers shall not be stacked on top of each other or on any other structure.
 - 3) Cargo containers shall not encroach upon, block, obstruct, or reduce in any manner any required exits, windows or vent shafts of structures, or any parking spaces, driveways, private streets, or public rights of way.
 - 4) Cargo containers shall not be used for human habitation or occupied by individuals for any reason.
 - 5) Cargo containers shall not have any electrical, plumbing, heating or air conditioning installations or systems, and shall not be connected to a power source.
 - 6) Refuse, garbage, trash and debris, as well as hazardous substances, as defined by state or federal law, shall not be placed or stored in, against, on, or under a cargo container at any time.
- b. The number and location of cargo containers used for temporary industrial storage shall be subject to the review and prior written approval of the building official and Director or their duly authorized representatives. A cargo container approved under this subsection shall not require a separate permit. Application for approval of cargo containers for temporary industrial storage shall be made on a city-approved form and shall indicate the number of the building permit obtained for the repair, remodeling, alteration or other work for which the temporary industrial storage is requested, the size of each cargo container, the proposed location of each container on the property, and the date on which each container shall be placed on the property.
- c. The time period for which a cargo container may be used for temporary industrial storage is limited to the time when the building permit is active. An active building permit means one that has not expired, been revoked, or been finalized. Cargo containers used for temporary industrial storage shall be removed from the property within thirty (30) calendar days of the expiration, revocation or finalization of a building permit.

- d. Cargo containers used for temporary industrial storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
 - e. Cargo containers used for temporary industrial storage shall conform to the standards set forth in Section 17.16.050.B.3.e.
 - b. Cargo containers used for emergency industrial storage shall require a container permit. The number and location of cargo containers used for emergency industrial storage shall be subject to the review and prior written approval of the Director or their duly authorized representatives. Upon such approval, and payment of a container permit fee in an amount established by city council, a container permit shall be issued.
 - c. Cargo containers may be used for emergency industrial storage for a period not to exceed fifteen (15) calendar days. This use may be extended for an additional ten (10) calendar days upon the prior written approval of the Director.
 - d. Cargo containers used for emergency industrial storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
 - e. Cargo containers used for emergency industrial storage shall conform to the standards set forth in Section 17.16.050.B.3.e.
 - b. Cargo containers used for relocation storage shall require a container permit. The number and location of cargo containers used for relocation storage shall be subject to the review and prior written approval of the Director or their duly authorized representatives. Upon such approval, and payment of a container permit fee in an amount established by city council, a container permit shall be issued.
 - c. Cargo containers may be used for relocation storage for a period not to exceed fifteen (15) calendar days. This use may be extended for an additional ten (10) calendar days upon the prior written approval of the Director.
 - d. Cargo containers used for relocation storage shall not exceed eight feet in width, eight feet six inches in height, and forty (40) feet in length.
 - e. Cargo containers used for relocation storage shall conform to the standards set forth in Section 17.16.050.B.3.e., except as provided in f. of this subsection.
 - f. Cargo containers used for relocation storage may be placed in parking lots so long as they do not reduce the number of required parking spaces.
- C. Electric Vehicle Charging Station. An electric vehicle charging station (EVCS) shall be permitted as an accessory use within any existing legal single-family or multiple-family residential garage or carport, or within any existing legal commercial parking space in a parking lot or in a parking garage, subject to all applicable city code requirements and the following:
- 1. Electric vehicle charging stations (EVCS) for public use shall be subject to the following requirements:
 - a. The EVCSs shall be located in a manner which will be easily seen by the public for informational and security purposes and shall be illuminated during evening business hours; and
 - b. Be located in desirable and convenient parking locations which will serve as an incentive for the use of electric vehicles; and

- c. The EVCS pedestals shall be protected as necessary to prevent damage by automobiles; and
 - d. The EVCS pedestals shall be designed to minimize potential damage by vandalism and to be safe for use in inclement weather; and
 - e. Complete instructions and appropriate warnings concerning the use of the EVCS shall be posted on a sign in a prominent location on each station for use by the operator; and
 - f. One standard nonilluminated sign, not to exceed 4 square feet in area and 10 feet in height, may be posted for the purpose of identifying the location of each cluster of EVCSs; and
 - g. The EVCS may be on a timer that limits the use of the station to the normal business hours of the use(s) which it serves to preclude unauthorized use after business hours.
2. Electric vehicle charging stations for private use shall:
- a. Be located in a manner which will not allow public access to the charging station; and
 - b. Comply with subsections C.1.c., d. and e. of this section.
- D. Mini Wireless Telecommunication Facilities. This category includes all mini wireless telecommunication facilities subject to the requirements of Section 17.40.640.
- E. Cargo containers that are present on private real property, for any use or purpose, on the effective date of this section shall be removed within six months from the effective date, unless the property owner obtains the requisite approvals and permits in conjunction with accessory or temporary uses allowed in Section 17.16.050.B. and otherwise complies with all regulations pertaining to cargo containers.

This subsection does not apply to the following real property:

- 1. Real property owned, leased, rented, occupied or used by a public agency or entity;
- 2. Real property owned, leased, rented, occupied or used by a nonpublic or private school. For purposes of this subsection, "nonpublic school" means a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program and is certified by the California Department of Education. For purposes of this subsection, "private school" means a full-time day school that provides instruction in the several branches of study required to be taught in the public schools of the state, by persons capable of teaching, and that files an annual private school affidavit as required by the California Department of Education. For purposes of this subsection, "private school" does not include a school that provides instruction in a building used for residential purposes. A nonpublic or private school is not exempt unless it is operating in conformity with all pertinent land use and technical code regulations.

(Ord. 753 § 1 (Exh. A § 2 (part), 1999; Ord. 713 § 3 (part), 1995; prior zoning ord. § 241.023)

(Ord. No. 921, §§ 18—20, 6-9-09)

17.16.060 - Uses subject to Director's Review and approval.

If site plans and/or other pertinent information required by the Director for the proposed use are first submitted to and approved by the Director in accordance with Article VI of Chapter 17.32, premises in the I zones may be used for the following uses:

- A. Uses subject to Director's Review in all I zones:
 1. Auctions and swap meets,
 2. Boarding kennels,
 3. Carnivals, subject to the provisions of Chapter 9.46,
 4. Schools- Business and Professional. This category includes but is not limited to art, barber, dance, music, real estate, and similar schools.
 5. Christmas trees and wreaths, the sale of, between November 1st and December 25th, both dates inclusive, to the extent permitted by other statutory and ordinance provisions. Any structures, facilities and materials used for the sale of trees and wreaths shall be removed from the premises by December 31st of the same calendar year, and the property restored to a clean condition,
 6. Crops, field, tree, bush, berry and row, including nursery stock, flowers and vines, provided that no sludge or biosolid material shall be applied to any land as a soil amendment. Roadside stands, retail sale of crops grown on the premises, and signs advertising products produced on the premises,
 7. Day nursery, children,
 8. Dwelling units, as follows:
 - a. One dwelling unit within a building on the same lot or parcel of land which is legally being used so as to require the continuous supervision of a caretaker and his immediate family, or
 - b. Dwelling units within a building or premises used for agricultural purposes, which dwelling units are occupied only by persons employed on the same premises, and their immediate families, or
 - c. Where subsection A.7.a. of this section permits the use of a dwelling unit for a caretaker, a mobilehome containing one dwelling unit may be used in lieu of such dwelling unit for a period not to exceed 6 consecutive months in any 12 month period. Or, if intended for a residence for up to the maximum limit of 5 years, the mobilehome shall comply with the provisions of Section 17.08.370.C for foundation systems,
 9. Parking. Joint usage or leased (see Section 17.16.210.B),
 10. Wild Animals. Wild animals may be temporarily used, kept or maintained for a period not to exceed:
 - a. Ten days in conjunction with the lawful operation of a circus or animal exhibition, or
 - b. Sixty days where used in motion picture and television production, except that the Director may, where he finds that such extension is consistent with the intent of this section and neither detrimental to the public welfare or to the property of other persons located in the vicinity thereof, extend such time period for not to exceed 30 additional days, and

- c. Provided said animals are used, kept, or maintained pursuant to and in compliance with, all regulations of the city of Lancaster and the Los Angeles County department of animal control,
 - 11. Minor co-located and stealth wireless telecommunication facilities subject to the requirements of Section 17.60.640,
 - 12. Solar electrical generating plants only, in the HI zone. (Note: All other electrical generating plants require a conditional use permit in the HI zone; see Section 17.16.070C.1);
 - 13. Small wind energy systems (co-located), subject to the requirements of section 17.40.690;
 - 14. Emergency shelters, only in the LI zone.
 - 15. Entertainment and Recreation. This category includes, but is not limited to bowling alleys, golf driving ranges, shooting ranges, video game arcades, and similar uses. This shall not include dance halls, pool halls and night clubs (see section 17.16.070.A.5)
- B. Uses subject to Director's Review only in the HI zone:
- 1. Crushing of used asphalt or concrete, rock, or other materials for use as an aggregate.
 - 2. Major wireless telecommunication facilities located more than 1,000 feet from residentially zoned property, subject to the requirements of Section 17.40.640. Facilities located within 1,000 feet of residentially zoned property shall be subject to a conditional use permit (see Section 17.16.070.A.4).
- C. Other Uses. Uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in these zones shall be subject to interpretation of the Director.

(Ord. 898 § 2, 2008; Ord. 896 § 1 (Exh. A § 23), 2008; Ord. 758 § 1 (Exh. A § 4 (part)), 1999; Ord. 753 § 1 (Exh. A §§ 7, 8), 1999; prior zoning ord. § 241.024)

(Ord. No. 941, § 1, 2-9-2010; Ord. No. 989, § 6, 4-9-2013; Ord. No. 999, § 6, 8-26-2014)

17.16.070 - Uses subject to conditional use permits.

The uses subject to permit in the I zones are grouped into categories of similar uses rather than exhaustive lists of single uses. Extensive examples are given for purposes of clarifying the types of uses in each category. The following categories of uses may be permitted in the I zones provided a conditional use permit has first been obtained as provided in Article I of Chapter 17.16, and while such permit is in full force and effect in conformity with conditions of such permit for:

- A. Uses subject to permits in all I zones:
 - 1. Alcohol sales establishments as defined in and subject to the requirements of Section 17.42.020, including:
 - a. Incidental off-site alcohol sales establishment,
 - b. Incidental on-site alcohol sales establishment,
 - c. Primary off-site alcohol sales establishment,
 - d. Primary on-site alcohol sales establishment,

- e. Bona fide restaurant,
 - f. Liquor store,
 - g. Mini-mart with alcohol sales,
 - h. Nightclub with alcohol sales,
 - i. Temporary Alcohol Sales;
 - j. Wine-tasting establishment,
- 2. Radio and television transmission towers,
 - 3. Research and Development. This category includes but is not limited to laboratories and facilities for scientific research, development and testing including administrative offices involving the use of hazardous materials. Agricultural and biological research involving sludge or biosolid material shall be conducted only within an enclosed building or suitable containment vessel.

This category does not include the development and testing of biological or chemical warfare agents or explosives;
 - 4. Major Wireless Telecommunication Facilities. This category includes all major wireless telecommunication facilities in the LI zone and major wireless telecommunication facilities in the HI zone within 1,000 feet of residentially zoned property subject to the requirements of Section 17.40.640. Co-located and stealth communication facilities are subject only to Director's Review and shall not require a conditional use permit;
 - 5. Mini-marts, Pool Halls, Dance Halls, and Nightclubs without alcohol.
 - 6. Churches
- B. Uses subject to permits in the HI zone:
- 1. Electrical generating plants, all types except solar (see Section 17.16.060A.13),
 - 2. Storage. This category is limited to the following:
 - a. Gas, above ground storage in excess of 500,000 cubic feet,
 - b. Storage of oil, gasoline or petroleum products in any quantity exceeding 100,000 gallons,
 - 3. Waste Disposal. This category is limited to waste disposal facilities as defined in Section 17.04.240;
- C. Uses subject to permits only in the HI zone:
- 1. Agricultural Related Uses. This category includes but is not limited to cattle sales yards, dairies, hog ranches and livestock feed yards; provided that, no sludge or biosolid material shall be applied to any land as a soil amendment,
 - 2. Chemical Manufacturing. This category includes but is not limited to the manufacture of: ammonia, asphalt, caustic soda, celluloid, cellulose, chlorine gas, coal tar products, creosote, fertilizers, glue, guncotton, gypsum, hydrocyanic acid products, lime, phenol, plastics, potash, pyroxylin products, size, soda ash, synthetic ammonia, and similar uses. All uses in this category will be subjected to close scrutiny in terms of the relative safety of such uses and their potential effects on the community with emphasis on their impact

on odor and air quality in general; specifically their handling of hazardous materials and waste.

This category does not include the manufacturing of food,

3. Food Manufacturing, Processing, Sale and Storage. This category is limited to the following food products: canning of fish or meat, fat rendering, gelatin, lard, meat packing, pickles, sausage, sauerkraut, slaughterhouses, tallow and vinegar,
 4. Hazardous Waste Facility. This category is subject to the provisions of Article VII of Chapter 17.40,
 5. Manufacturing—General. This category is limited to the following: explosives, smelting and casting of metals, paper manufacturing, plastic manufacturing or tanning of animal hides,
 6. Pest control;
- D. Uses subject permits to the LI and HI zones: College or university campuses.
- E. Other Uses. Uses which do not fall into any other category, and are not temporary uses, uses subject to Director's Review, or uses subject to permit in these zones shall be subject to interpretation of the Director.

(Ord. 898 § 3, 2008; Ord. 896 § 1 (Exh. A §§ 24, 25), 2008; Ord. 761 § 1, 1999; Ord. 758 § 1 (Exh. A §§ 5, 6), 1999; Ord. 753 § 1 (Exh. A § 9), 1999; prior zoning ord. § 241.025)

(Ord. No. 1007, § 5, 10-13-2015)

17.16.080 - Interpretation.

Where a conflict in interpretation occurs regarding application of Section 17.16.030, 17.16.040, 17.16.050, 17.16.060 or 17.16.070 to any specific case, the Director shall determine the interpretation.

(Prior zoning ord. § 241.026)

17.16.090 - Adjustments.

The Director may reduce the required minimum lot width, minimum lot depth, yard requirements and parking requirements by an amount not to exceed 10%; may increase the maximum height regulations and maximum sign area by an amount not to exceed 10% of the amount specified by the I zones; and may increase the floor area ratio (FAR) up to an amount not to exceed 0.8; where the Director finds that the applicant has demonstrated that:

- A. There are special circumstances or exceptional physical characteristics applicable to the property including size, shape, topography, location or surroundings involved which are not generally applicable to other properties in the same vicinity with the same zoning; and
- B. An adjustment (if authorized) will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning; and

- C. The strict application of the requirements sought to be reduced or increased would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the requirements.
- D. In the case of parking requirements only, a program exists whereby employees utilize, or will utilize, public transit, carpools, vanpools, bicycles, motorcycles, or walk to work, and that sufficient parking has been provided for the modes of travel utilized.
- E. Approval of the application will result in the need for less grading and disturbance of soils and natural vegetation.
- F. Approval of the application will result in the retention/preservation of native vegetation; particularly Joshua trees, California Juniper or Creosote shrubs.
- G. Approval of the application will not diminish the visual appearance of the property or neighborhood.
- H. Approval of the application will not increase the overall average of the FAR to more than the maximum specified for the zone on all I zoned properties within 500 feet of the site.

Any reduction or increase greater than those specified in this section shall be subject to the granting of a variance.

(Prior zoning ord. § 241.027)

17.16.100 - Height regulations.

The height of buildings or structures shall be as follows:

- A. No building or structure shall exceed:
 1. In the LI zone: height of 50 feet; and
 2. In the HI zone: a height of 70 feet.

This section does not apply to conditional use permit uses which shall be subject to Article I of Chapter 17.32. (See Article XII of Chapter 17.40 for general exceptions.)

- B. No commercially or industrially used building in the I zones which is within 100 feet of any RR, SRR or R zone shall exceed a height of 2 stories or 35 feet, whichever is less.
- C. No building may be constructed which would shade any existing active solar energy system on adjoining property without the consent of the affected property owner. (See subsection 1 in the definition of solar energy system in Section 17.04.240.)

(Prior zoning ord. § 241.030)

17.16.110 - Exception for solar systems.

Solar collectors may exceed the height limit when mounted on the roof of a legal, conforming building. The right to exceed the height limit shall be exercised only in the event that: there is no other practical means or location for achieving an efficient placement on the building or site in question; such collectors may exceed the height limit only to the extent necessary to achieve efficient placement; in no case shall such solar collectors (or related equipment) encroach more than 5 feet beyond the limit. Also the

placement of a solar collector shall not shade or otherwise diminish the efficiency of existing solar collectors on neighboring property, or preclude such property from sufficient solar access to successfully operate a solar energy system sufficient to serve the needs of the business or occupants.

(Prior zoning ord. § 241.031)

17.16.130 - Property development regulations.

A. General.

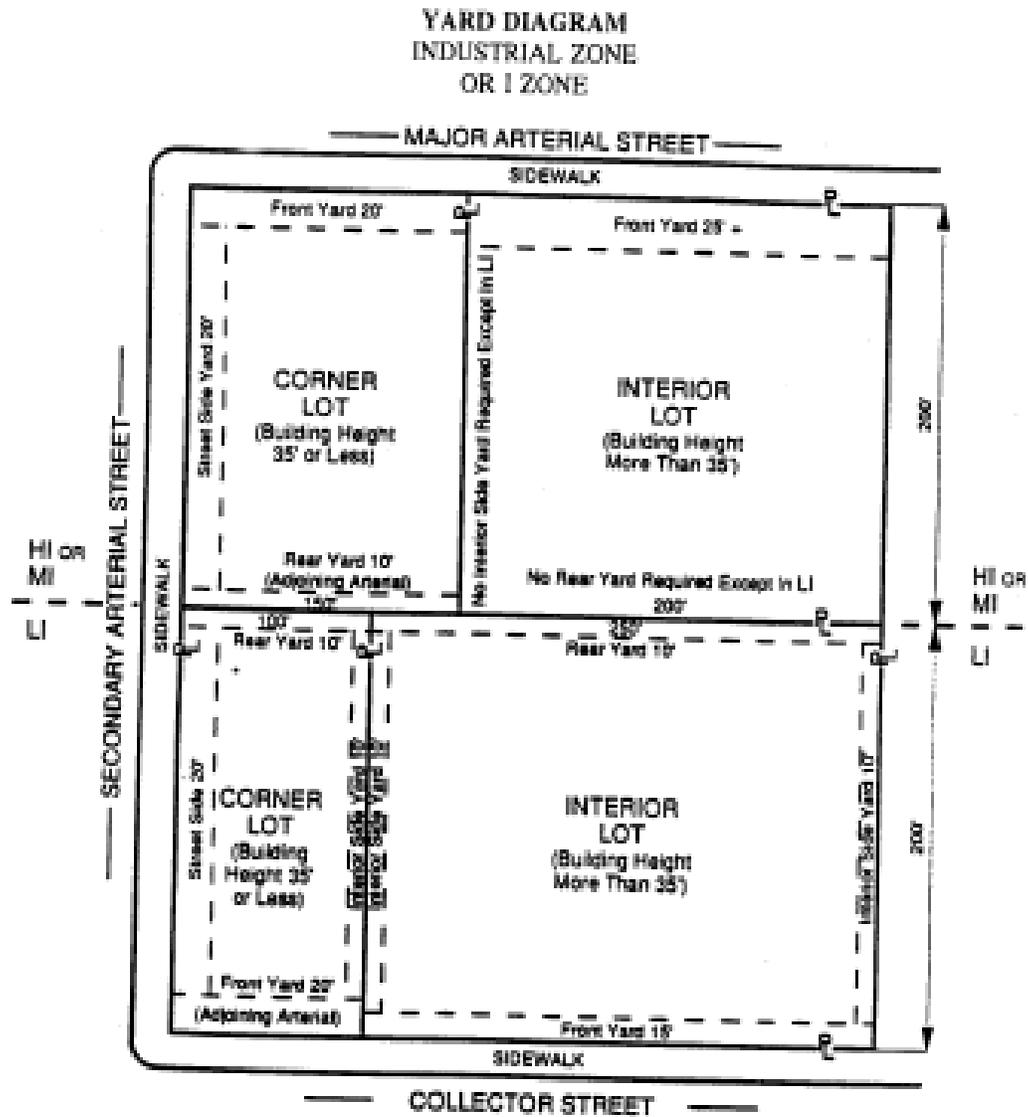
1. No new building or commercial coach shall be erected, constructed, moved onto, or established on an existing legal lot or parcel of land unless said building or commercial coach shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
2. No existing building or commercial coach located on an existing legal lot or parcel of land shall be converted, enlarged or moved unless said building, or addition thereto, shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, or Article X of Chapter 17.40 which are pertinent to its placement on said lot or parcel.
3. No new lot shall be created or any building, or portion thereof, existing on such new lot be used, unless said lot and said building location shall comply with all of the regulations set forth in city ordinances, standards, guidelines or policies and subsection B of this section, which are pertinent to the area and dimensions for new lots and those regulations pertinent to the placement or location of buildings on said lot.

B. I Zones. Wherever property is designated as an I zone on the zoning map the following regulations, specific or general, shall apply:

1. Lot Dimensions. The following minimum lot dimensions shall apply to all lots created after the adoption of this section. (Those lots which were legally created, prior to the adoption of this section, in compliance with ordinances in effect at the time of their creation need not comply unless involved in a new subdivision or change in lot configuration other than a lot line adjustment as provided in Title 16 of this code.)

Zone	Minimum Lot Area	Minimum Lot Width*	Minimum Lot Depth
LI	10,000 sq. ft.	180 ft.	100 ft.
HI	20,000 sq. ft.	100 ft.	150 ft.

* Also denotes minimum street frontage.



NOTE: P = Property Line

+ Yards must be measured from property lines except on alternate street sections

+ Indicates Director discretion to increase setback

THIS DIAGRAM IS FOR ILLUSTRATIVE PURPOSES ONLY

See Section 17.40.070, 17.40.080, 17.40.090 A or 17.40.090B in the event public use or required street dedication would reduce the net lot area, lot width, or lot depth of an existing lot to less than the required minimum.

2. Yard Requirements. Yards shall be provided as follows:

See Sections 17.40.093, 17.40.095 and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops.

a. Front yard—LI and HI zones:

- 1) Adjoining a freeway, expressway, or arterial street: 20 feet where the building is 35 feet or less in height. The front yard for buildings which are more than 35 feet in height shall be established on a case-by-case basis by the Director to mitigate any adverse or potentially adverse impact on neighboring properties, but in no case be less than 25 feet.
- 2) All other properties:
 - a) LI zone: 15 feet;
 - b) HI zone: 10 feet.

b. Street side yard—LI and HI zones:

- 1) Adjoining a freeway, expressway or arterial street: same as subsection B.2.a.1) of this section;
- 2) All other properties: equal to the front or street side yard, as appropriate, required in the abutting zone, or 10 feet whichever is greater.

c. Interior side yard:

- 1) LI zone: 10 feet;
- 2) HI zone: none.

d. Rear yard:

- 1) LI zone: 10 feet;
- 2) HI zone: 10 feet when adjoining freeway, expressway, or arterial streets. Other properties none.

e. Front and street side yards of properties developed after the adoption of this section shall be landscaped for a minimum depth of 10 feet measured from the back of the sidewalk. Rear yards shall be landscaped only where adjoining a freeway, expressway or arterial street. This requirement may be increased by the Director where he finds it to be necessary to make the proposed development compatible with existing development in the vicinity of the site. Landscaping and irrigation plans shall be submitted to the Director for his approval. Such plans must be approved prior to the issuance of any building permit for the site. Such landscaping and irrigation systems shall have been installed in accordance with the approved plans and verified prior to final inspection approval. The Director determinations on these items may be appealed in accordance with Section 17.36.030. Yards required by this zone are also subject to the general provisions and exceptions contained in Section 17.28.030 which shall apply as specified.

3. Maximum floor area ratio (FAR) (see definition in Section 17.04.240):
 - a. LI zone: 0.5;
 - b. HI zone: 0.5.
4. Landscaping. Plant materials used in landscaping shall include drought-tolerant species and the landscaping shall be designed to minimize water usage and discourage runoff. No landscaping shall be placed in a manner which shades or would ultimately shade any existing solar energy system from the sun on a contiguous lot.
5. Outside Display. All display shall be located wholly within an enclosed building with the exception of the following:
 - a. Amusement rides and devices;
 - b. Automobile sales, limited to automobiles, recreational vehicles, tractors and trucks under 2 tons held for sale and rental only;
 - c. Automobile service stations, limited to automobile accessories and facilities necessary to the dispensing of petroleum products only;
 - d. Boat sales, limited to boats held for sale or rental only;
 - e. Carnivals—Commercial;
 - f. Christmas trees and wreaths, sale of;
 - g. Crops, field, tree, bush and row, including nursery stock, flowers and vines;
 - h. Electric distribution substations;
 - i. Equipment rental and sales including heavy equipment;
 - j. Gas metering and control stations, public utility;
 - k. Mobilehome sales, limited to mobilehomes held for sale or rental only;
 - l. Parking lots;
 - m. Signs, existing outdoor advertising;
 - n. Trailer sales, box and utility, limited to trailers held for sale only.
- C. Exceptions to Yard Requirements — Previously Established Uses. Additions or modifications to buildings or uses, either constructed or having received building permit approval, or having been legally established prior to September 2, 1992 may be allowed with respect to yards of lesser dimension than required in this subsection where, in the opinion of the Director, allowing less than full compliance with the yard requirements would impose no substantial detriment to abutting property or improvements thereon. In rendering a decision on whether to allow a reduction of the required yard, the Director shall determine whether (see Sections 17.40.093, 17.40.095, and 17.40.097 in the event yard requirements must be reduced for street widening or transit stops):
 1. There are special circumstances or exceptional characteristics applicable to the property involved which are not generally applicable to other properties in the same vicinity with the same zoning;
 2. An adjustment (if authorized) will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity with the same zoning; and

3. The strict application of the yard requirements would result in practical difficulties and unnecessary hardship which is inconsistent with the purpose of the yard requirements.

In no case shall the Director approval of the reduction of a required yard relieve the applicant/property owner from complying with minimum landscape requirements established by this title, unless such relief is specifically approved by the Director.

D. Exceptions to Yard Requirements — Specified LI Zoned Areas,

1. Defined Areas: This exception shall only be applicable to properties that are zoned LI and are located within the area bounded by Avenue I, Division Street, Avenue J, and Sierra Highway, or within the area bounded by Avenue L, 12th Street West, Avenue M and SR-14 (hereafter referred to as defined area (A) and (B) respectively).
2. Purpose and Intent,
 - a. Defined Area A. Same language as current ordinance.
 - b. Defined Area B. Defined area B is bounded SR-14, 12th Street West, Avenue L and Avenue M and consists of numerous vacant lots and developed properties which exhibit narrow lot depths resulting from right-of-way acquisition at the time of freeway construction. The provisions of the zoning ordinance require minimum 10 foot building set backs for both the rear and interior side yards for properties located in the LI zone. Because of the narrow lot configurations, these requirements often create practical difficulties in developing property within Defined Area B. The result is that the properties within Defined Area B cannot be effectively developed. Therefore, the intent of this section is to allow the Director to modify the LI Zone rear and interior yard requirements within this area under specified circumstances, while still adhering to all other requirements of the LI Zone.
3. Allowable Exceptions to Yard Requirements — Director's Determination. The Director may reduce or eliminate the yard requirements upon making the findings as noted below. The requirement for front and street side yards shall not be reduced to less than 10 feet of landscaped width except where such requirement would unreasonably interfere with the expansion of an existing building that does not have a setback of at least 10 feet, or where the requirement would preclude the provision of required parking. The Director may grant exceptions where he determines that the following circumstances exist:
 - a. Compliance with the normal yard requirements will result in practical difficulties and unnecessary hardships inconsistent with the purpose of the yard requirements because of the size or configuration of the parcel(s) or the location of existing on-site buildings; and
 - b. It is not practical for the project proponent to acquire additional property that would allow the yard requirements to be met; and
 - c. Granting of the exception will not result in an adverse effect on other properties in the vicinity.

(Ord. 807 (Exh. A), 2002; Ord. 760 § 1 (Exh. A), 1999; Ord. 711 § 43 (part), 1995; Ord. 651 § 4 (part), 1993; prior zoning ord. § 241.050)

17.16.140 - Signs.

A person shall not use, install or construct any sign in the I zones except as specifically permitted in this section and subject to all regulations and conditions, including without limitation submittal of a sign plan, set forth in this title and any other ordinance now existing or hereafter adopted by the city regulating the installation, use and/or construction of signs. A comprehensive sign plan for multiple-tenant projects or an individual sign plan for single-tenant projects, must be submitted to and approved by the Director or his designated representative. Sign plans must be fully dimensioned, including the proposed sign location(s), elevations, colors and materials. A person who has first obtained approval of the sign plan and all required permits and inspection approval shall be permitted to use, install or construct signs as specified in the I zones.

(Prior zoning ord. § 241.060)

17.16.150 - Signs—General provisions.

- A. The provisions of this section regulating signs shall not apply to the following signs except as otherwise indicated herein:
1. Official notices issued by any court, public body or public officer;
 2. Notices posted by any public officer in performance of a public duty, or for any person in giving legal notice;
 3. Traffic, directional, warning or informational signs required or authorized by the public authority having jurisdiction over such signs;
 4. Official signs used for emergency purposes only;
 5. Permanent memorial or historical signs, plaques or markers;
 6. Public utility signs, provided such signs do not exceed 3 square feet in area.
- B. Prohibited Signs. The following signs shall be prohibited in the I zones:
1. Signs which contain or utilize:
 - a. Any exposed incandescent lamp,
 - b. Any revolving beacon light,
 - c. Any continuous or sequential flashing operation, except signs displaying time of day, atmospheric temperature or having programmable electronic public service messages only,
 - d. Any system for display of time of day, atmospheric temperature or programmable electronic public service messages in which:
 - 1) The messages are not public service in nature, or
 - 2) The proposed display has any illumination which is in continuous motion or which appears to be in continuous motion, or
 - 3) The message is changed at a rate faster than one message every 4 seconds, or
 - 4) The interval between messages is less than one second, or
 - 5) The display is located less than 100 feet on the same side of the street or highway or 200 feet across the street from residentially zoned property;

2. Roof signs (see definition in Section 17.04.240);
 3. Revolving signs of any kind;
 4. Signs advertising or displaying any unlawful act, business or purpose;
 5. Devices dispensing bubbles and free-flowing particles of matter;
 6. Any notice, placard, bill, card, poster, sticker, banner, sign, advertising or other device calculated to attract the attention of the public which any person posts, prints, sticks, stamps, tacks or otherwise affixes, or causes the same to be done to or upon any street, right-of-way, public sidewalk, crosswalk, curb, lamppost, hydrant, tree, telephone pole or lighting system, or upon any fixture of the police or fire alarm system of the city of Lancaster or county of Los Angeles;
 7. Any strings of pennants, banners or streamers, clusters of flags, strings of twirlers or propellers, flares, balloons, and similar attention-getting devices, including noise-emitting devices, with the exception of the following:
 - a. Automobile sales uses only may utilize pennants, banners or streamers subject to the following conditions:
 - 1) All such displays must be positioned horizontally and parallel to the ground and shall maintain a minimum height of 14 feet and a maximum height of 18 feet from grade level.
 - 2) All lines supporting such devices shall be secured in a taut manner and shall exhibit no more than 5 inches sag or droop at midline. No more than 3 such lines may be placed above one another and such lines shall be located along street frontages only.
 - 3) All pennants, banners, or streamers shall be maintained in good condition. Such devices which have become torn, tattered, faded or otherwise fallen into disrepair shall be removed or replaced,
 - b. National, state, local governmental, institutional or corporate flags properly displayed,
 - c. Holiday decorations in season used for an aggregate period of not more than 90 days in any one calendar year;
 8. Devices projecting, or otherwise reproducing the image of a sign or message on any surface or object;
 9. Signs emitting or amplifying sounds for the purpose of attracting attention;
 10. Portable signs;
 11. Sidewalk signs;
 12. New outdoor advertising signs in the HI zone. No new outdoor advertising signs are permitted in the LI zone but existing outdoor advertising signs may be relocated into the LI zone subject to the provisions of Section 17.40.2100.
 13. Pole signs;
 14. Any sign which is placed in a manner which would obstruct a driver's or pedestrian's vision and thus create a hazard, or potential hazard, to the public health, safety or welfare.
- C. General Sign Regulations. The following regulations shall apply to all signs in the I zones:

1. In no case shall a lighted sign or lighting device thereof be so placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a public street, highway, sidewalk or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance.
 2. Existing outdoor advertising signs are subject to Section 17.40.210.
 3. Subdivision signs are subject to Section 17.40.220.
 4. Signs, except outdoor advertising signs, may be single-, double- or multifaced, provided that:
 - a. The distance between the faces of any double-faced sign, other than a "V"-shaped projecting sign, shall not exceed 36 inches; and
 - b. The separation between the intersecting faces of any multifaced sign shall not exceed 12 inches.
 5. Any sign located on vacant and unoccupied property, and which was erected for an occupant or business unrelated to the present occupant or business, or any sign which pertains to a time, event or purpose which no longer exists shall be removed within 30 days after the purpose for, or use utilizing such sign has been removed from such property.
 6. Any permitted sign may be a changeable copy sign.
 7. All signs shall be designed in the simplest form and be free of any exposed bracing, angle iron, guy wires, cables or similar devices.
 8. The exposed backs of all signs visible to the public shall be suitably covered, finished and properly maintained.
 9. All signs shall be maintained in good repair, including display surfaces which shall be kept neatly painted or posted.
 10. Any sign which does not conform to the provisions of this title shall be made to conform or shall be removed as provided in subsection B.4. of Section 17.32.850 except as provided in Section 17.32.850B.4.c.
 11. Except where otherwise specifically provided by this title, sign regulations established pursuant to this title shall not apply to signs within a building, arcade, court or other similarly enclosed area where such signs are not visible to the public without entering such facilities.
 12. The height of all signs shall be measured from the highest point of the sign.
- D. Computation of Sign Area. The surface area of any sign face shall be computed from the smallest rectangles, circles and/or triangles which will enclose all words, letters, figures, symbols, designs and pictures, together with all framing, background material, colored or illuminated areas, and attention-attracting devices forming an integral part of the overall display, but excluding all support structures, except that:
1. Superficial ornamentation of a non-message-bearing character which does not exceed 5% of the surface area shall be exempted from computation; and
 2. Wall signs painted on or affixed directly to a building wall, façade or roof, and having no discernible boundary, shall have the areas between letters, words intended to be read together, and any device intended to draw attention to the sign message included in any computation of surface area; and

3. Signs placed in such a manner, or bearing a text, as to require dependence upon each other in order to convey meaning shall be considered one sign and the intervening areas between signs included in any computation of surface area; and
4. Spherical, cylindrical or other 3-dimensional signs not having conventional sign faces shall be considered to have 2 faces and the area of each sign face shall be computed from the smallest 3-dimensional geometrical shape or shapes which will best approximate the actual surface area of said faces.

(Ord. 711 § 23, 1995; prior zoning ord. § 241.061)

17.16.220 - Design and performance standards.

The following design and performance standards shall be met for development in the I zones:

A. General requirements applicable to all development:

1. Access.
 - a. Driveways providing access to the site may be combined, relocated, or otherwise limited in order to minimize traffic conflicts and improve public safety. All driveways shall be constructed to comply with current city standards. All driveway locations are subject to the approval of the Director.
 - b. Entry drives into parking areas shall be of sufficient depth to provide for vehicle stacking appropriate to the size, location and intensity of the project served.
 - c. Access to drive-through facilities shall have a sufficient depth to provide vehicle stacking for not less than 7 automobiles at a depth of 24 feet per automobile per drive-through facility. (One bank teller station equals one such facility.) Such stacking space shall be designed in a manner which will not restrict access to or from parking spaces, aisles or driveways.
 - d. Public transit opportunities for turnouts, shelters and pedestrian access shall be considered for all sites abutting expressways or arterial streets.
 - e. Access and bicycle parking facilities shall be considered for all sites abutting or adjacent to a planned bicycle and/or trail facility.
2. Paving. Required parking areas, as well as the maneuvering areas and driveways used for access thereto shall be paved with: (NOTE: Permits are required for any work done in the public right-of-way.)
 - a. Concrete surfacing to a minimum thickness of 3½ inches with expansion joints as necessary; or
 - b. Asphalt surfacing, rolled to a smooth, hard surface having a minimum thickness of 2 inches after compaction, and laid over a base of crushed rock, gravel or other similar material compacted to a minimum thickness of 4 inches.
 - c. For commercial and industrial truck parking and drive aisles, asphalt surfacing rolled to a smooth hard surface having a minimum thickness of 3 inches after compaction and, at a minimum, designed to accommodate a traffic index (TI) of 6.5 as calculated

in accordance with the latest edition of the CalTrans Highway Design Manual. Large industrial projects may need a greater TI based upon their use.

- d. Other alternative material that will provide at least the equivalent in dust-free service, life and appearance of the materials and standards which would be employed for development pursuant to subsection A.2.a. or b. of this subsection.
 - e. The Director shall review and report on the adequacy of paving where modification of base is proposed under subsection A.2.b. of this section, or where alternative materials are proposed under subsection A.2.d. of this section. The Director may approve such modification or such alternative materials if, in his opinion, the evidence indicates compliance with subsection A.2.b. or A.2.d. of this section, as the case may be.
3. Size and Marking of Spaces.
 - a. No less than 65% of the parking spaces shall exhibit minimum dimensions of 9 feet in width by 20 feet in length, with required disabled person spaces at the dimensions as provided by law.
 - b. No more than 35% of the parking spaces may exhibit minimum dimensions of 8 feet in width by 17 feet in length. Such spaces shall be labelled "compact car only" in a manner acceptable to the Director.
 - c. No parking shall occur in the first 10 feet of a required front or street side yard.
 - d. Where parking abuts an alley, the improved alley may be used as an aisle subject to approval of the parking lot design.
 - e. For parallel parking, minimum aisles are 12 feet and minimum parking space dimensions are 8 feet by 24 feet.

See the following diagrams for parking design options.

4. Circulation. Mark entrances and exits clearly. Vehicular circulation should be "one-way" in each aisle or "two-way" if the aisle width is a minimum of 20 feet. No aisle shall be less than 12 feet in width.
5. Loading Spaces. Such spaces shall be required as specified by the Director.
6. Buffering. A masonry wall of 6 feet in height shall be provided at the property line where the activities of a commercial or industrial use are anticipated to be incompatible with existing commercial, industrial or residential uses. It shall be the burden of the applicant to prove to the satisfaction of the Director or his designated representative that the project will not create or be subject to conditions necessitating a wall at the time of site plan review if a wall is not desired by the applicant.
7. Building Design.
 - a. Building design standards applicable to all I zones:
 - 1) Roof treatment shall be the same on the periphery of the building, except where a different treatment is required by the city building code.
 - 2) Solar access and prevailing winds should be considered in building design and orientation.

- 3) Additions to existing buildings shall generally conform to the design of the existing building. New building size, materials and color shall be consistent with the scale and design of the building to which it is attached.
 - b. Building design standards applicable to the LI zone:
 - 1) Building components such as windows, doors, eaves and parapets shall have good proportions and relationships to one another.
 - 2) Utility doors, access panels, fire doors, loading docks and other openings shall be treated as part of the architectural composition of buildings.
 - c. Building design standards applicable only to the LI zone:
 - 1) An exterior color scheme for all buildings or additions thereto shall be submitted with the building elevations for approval. The color scheme for existing neighboring buildings shall be indicated and considered.
8. Landscaping.
 - a. Landscape designs shall be consistent throughout a project site. A combination of landscape materials should be arranged in a harmonious manner as an integral part of project design to enhance building design, public view, and interior spaces and provide buffers and transitions as needed. Unrelated and random choice or placement of plant materials shall be avoided; however, variety may be employed to intensify distinction between spaces or to strengthen a sense of place or movement, or to promote energy and water conservation and mitigate erosion.

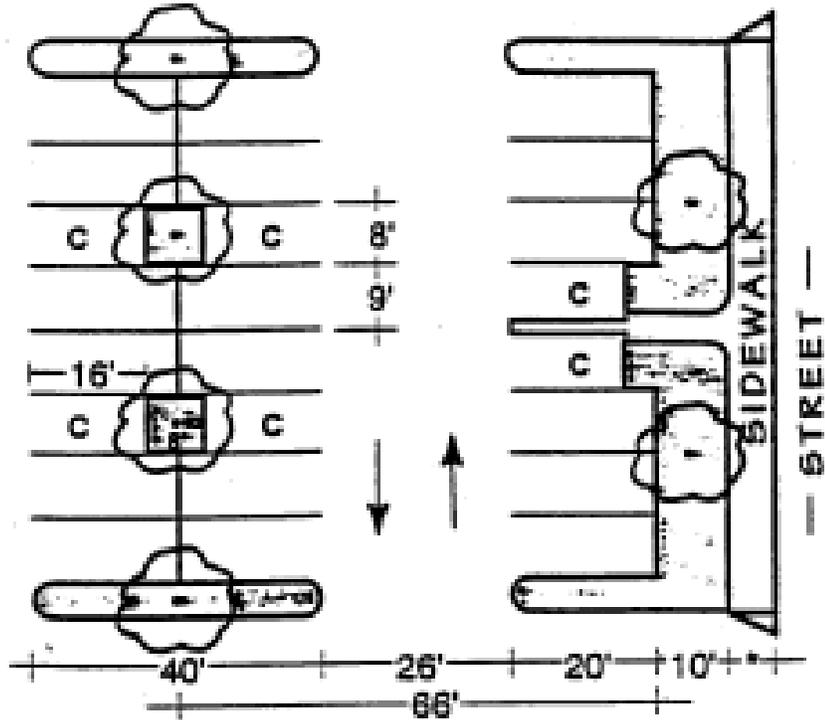
PARKING LOT DESIGN OPTIONS

90°

STANDARD 90° - MINIMUM PARKING SPACE 9' X 20'

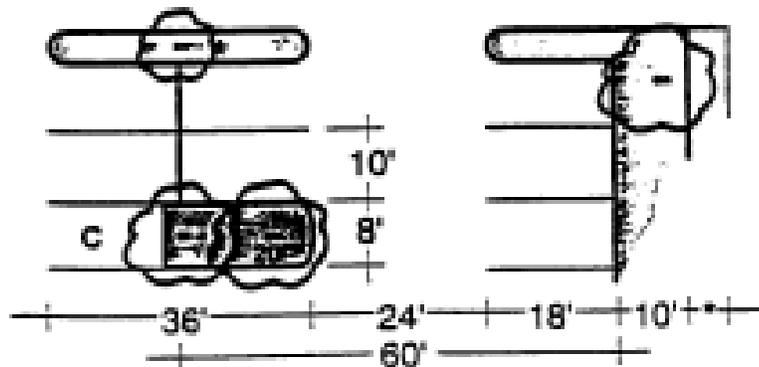
OPTION 90°-1 - MINIMUM PARKING SPACE 10' X 18'

C- ALL COMPACT PARKING SPACES ARE 8' X 18'



* SIDEWALK WIDTH IN ACCORDANCE WITH CITY STANDARDS FOR THE STREET CLASSIFICATION.
END STALLS PARALLEL TO WALLS OR FENCES SHALL BE 10' IN WIDTH.

OPTION 90°-1



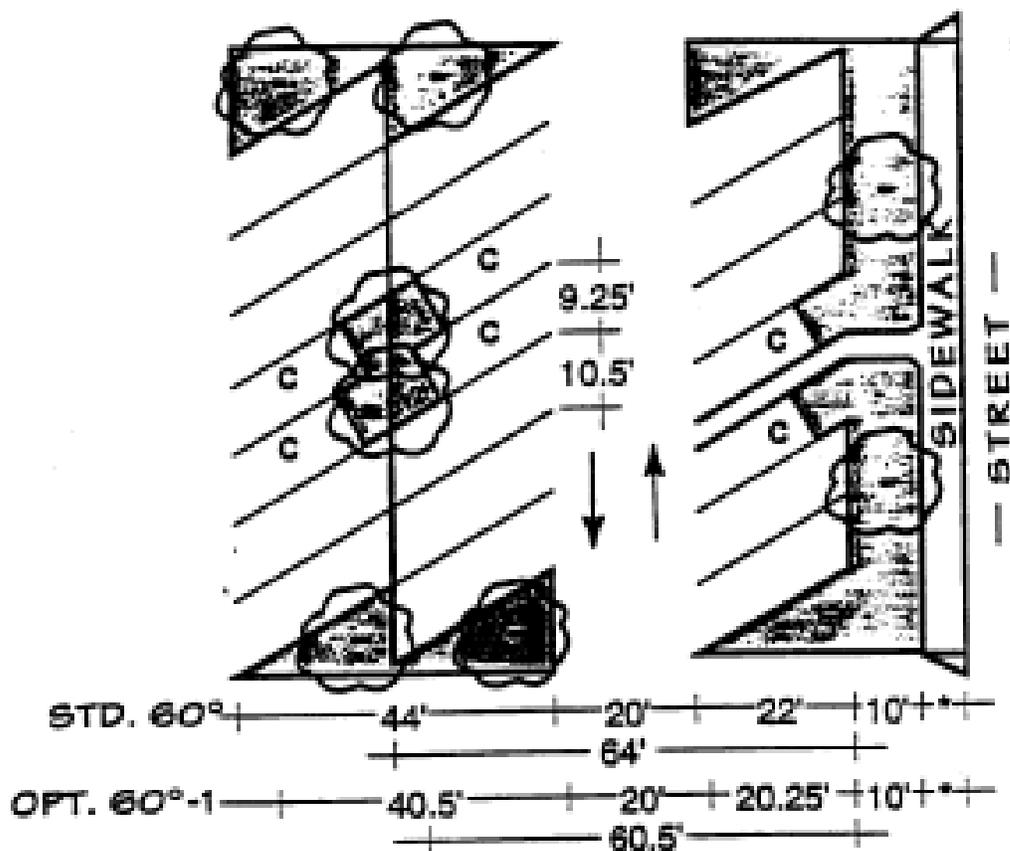
PARKING LOT DESIGN OPTIONS, cont.

60°

STANDARD 60° - MINIMUM PARKING SPACE 9' X 20'

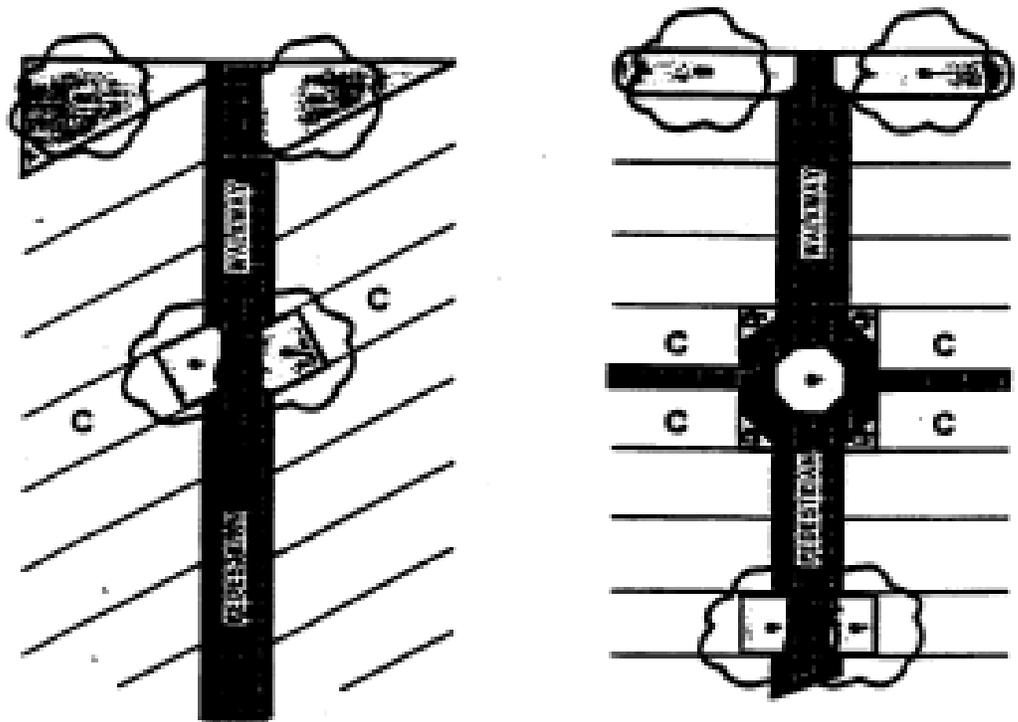
OPTION 60°-1 - MINIMUM PARKING SPACE 9' X 18'

C- ALL COMPACT PARKING SPACES ARE 8' X 16'



* SIDEWALK WIDTH IN ACCORDANCE WITH CITY STANDARDS FOR THE STREET CLASSIFICATION.

PEDESTRIAN WALKWAY OPTIONS



DESIGNS ALLOW PEDESTRIANS TO WALK TO OR FROM THEIR CARS OR TO SIDEWALKS ON ADJOINING STREETS WITH MINIMAL CONFLICT WITH PARKING LOT TRAFFIC.

- b. The type, scale and proportion of landscape materials shall be appropriate to the site and/or structures to which they relate.

- c. Plant material shall be selected for interest in its structure, texture, color, ultimate growth and water efficiency. Plants that are native or climate adaptive to the high desert area of Lancaster and/or others that will be hardy, harmonious with project design, and of good appearance, shall be used. Drought-resistant varieties of plants shall be used wherever feasible. Turf shall not be permitted. Drought-resistant varieties of plants shall be used in accordance with Title 8, Chapter 8.50, Landscaping Installation and Maintenance of the Lancaster Municipal Code.
- d. Landscaped areas shall be irrigated by an automatic system with separate stations for each hydrozone. The irrigation system shall be designed and equipped to incorporate water conservation techniques such as drip systems, moisture sensors and anti-drain valves. Sprinkler systems shall be designed to prevent water from falling onto impervious surfaces. The system shall comply with Title 8, Chapter 8.50, Landscaping Installation and Maintenance of the Lancaster Municipal Code.
- e. All areas which are within a site which has been approved by the city for development as a site plan or approved phase thereof, which are not needed for buildings, sidewalks, vehicle access or parking, shall be landscaped.
- f. All landscaped planter areas shall be completely bordered by a 6-inch P.C.C. curbing to prevent irrigation runoff and act as a wheel stop where necessary. Where used as a wheel stop, the 6-inch curb may be counted toward the required length of the parking space.
- g. All interior areas of parking lots shall be landscaped with a minimum of one shade tree plus one shade tree for each 4 parking spaces along with the other plant materials.
- h. Lots of 5,000 square feet or less in area shall have the area used for vehicle ingress, egress, circulation and parking, landscaped in accordance with the following percentages:

Zone	Landscaping
LI	5%
HI	2%

Only landscaped areas exclusive of curbs shall qualify toward meeting this requirement and no landscaped area with a dimension of less than 2 feet shall be credited toward meeting the landscape requirement.

- i. Lots of more than 5,000 square feet in area shall have the area used for vehicle ingress, egress, circulation and parking, landscaped in accordance with the following percentages:

Zone	Landscaping
LI	7%

HI	4%
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Only landscaped areas exclusive of curbs shall qualify toward meeting this requirement and no landscaped area with a dimension of less than 2 feet shall be credited toward meeting this landscape requirement.

- j. Where off-street parking areas abut local or collector public streets, such areas shall be separated from an abutting street by a continuous landscaped planter which extends parallel to the street frontage of the parking area. Said planter shall be a minimum of 10 feet in width exclusive of perimeter curbs. Up to ½ of the area of this required landscaped planter may be counted toward fulfilling the requirements of subsection A.8.h. or i. (See Section 17.16.130.B.2.E and 17.16.130.B.4., regarding landscaping in yards.)
 - k. Trees and landscaping shall be utilized wherever possible to shade buildings as a means of enhancing energy conservation.
 - l. No tree shall be less than 15 gallon size. At least 50% of all shrubs shall be of 5-gallon size, and no shrub shall be less than one-gallon size. Ground covers shall be planted no further apart than 6 inches on center.
 - m. All landscaped areas shall be continuously and properly maintained in good condition. (See definition of landscape maintenance in Section 17.04.240.)
9. Lighting. The intent of this requirement is to properly illuminate the site without producing an adverse impact on neighboring property. Exterior lighting of the building and site shall be provided, maintained and utilized during the hours of darkness in accordance with the following requirements:
- a. Exterior lighting shall be part of the architectural concept. Fixtures, standards, and all exposed accessories shall be compatible with building design.
 - b. Placement of lighting shall be in accordance with recognized crime prevention, and safety principles.
10. Outside storage or display. All outside storage shall be developed to comply with all standards set forth herein, except for those uses which have been specifically exempted therefrom:
- a. The uses listed in Section 17.16.130 B.5. are exempt from these requirements except for the following uses which shall comply:
 - 1) Automobile impound yards;
 - 2) Electric distribution substations;
 - 3) Equipment rental and sales shall comply in the LI zone only;
 - 4) Gas metering and control stations, public utility.
 - b. All outside storage or display in the LI zone which is open to view from any street or highway abutting the lot or parcel of land upon which it is conducted, or which is open to view from any other lot or parcel shall be screened from view by a solid masonry wall constructed to Los Angeles County D-65 standards or as otherwise specified by the city.

Gates, where used, shall also be of solid construction unless another design is approved by the Director. Chain link with slats is not acceptable.

- c. All outside storage or display in the HI zone which is open to view from freeways, expressways or arterial streets abutting the lot or parcel of land upon which it is conducted, or which is open to view from any area zoned or used for residential purposes, or which is open to view from any existing industrial use of a nature which, in the opinion of the Director, is adversely affected by the appearance of the outside storage or display, shall be screened from view by a solid masonry wall constructed to Los Angeles County D-65 standards or as otherwise specified by the city. Gates, where used, shall be of solid construction unless another design is approved by the Director. Chain link with slats is not acceptable.
- d. All walls or fences shall be of uniform height in relation to the ground upon which they stand and shall be a minimum of 6 feet and shall not exceed 15 feet in height. The actual height shall be based upon the height of the materials to be stored and methods of stacking said materials and the need for security. (See subsection A.10.f.4) of this section for clarification.)
- e. All outside storage and display or portions thereof which do not fall under the requirements of subsection A.10.c. of this section shall be fenced with chain link or other durable metal material approved by the Director. No wood fence materials will be allowed. All fences shall be of uniform height in relation to the ground upon which they stand and no fence shall be less than 6 feet and shall not exceed 15 feet in height. The actual height shall be based upon the height of materials to be stored and methods of stacking such materials and the need for security.
- f. All portions of outside storage and display areas shall meet the following requirements:
 - 1) The site shall be graded to drain properly as required by the Director.
 - 2) Applicants must obtain approval of the Los Angeles County Fire Department prior to obtaining any city permits for any use that includes the manufacture, use or storage of hazardous materials or wastes.
 - 3) The surface of the site shall be covered with at least 2 inches of crushed rock to prevent dust, or if hazardous materials are used or wastes are stored anywhere in the outdoor storage area, the entire area where such materials are used or stored shall, at a minimum, be paved in accordance with the standards of subsection A.2.a. of this section without expansion joints and with a curb for containment in accordance with city standards. Additional requirements may be imposed by the Los Angeles County Fire Department.
 - 4) All raw material, equipment, by-product, waste or finished products:
 - a) Shall not be stored above the height of the wall or fence enclosing the area; and
 - b) Shall not be stored within 300 feet of residentially zoned property, except where such property is separated by an arterial street; and
 - c) Shall be stored in a manner that will not allow any material to be blown from the enclosed storage area; and

- d) Shall not be placed or allowed to remain outside the enclosed storage area.
 - g. The design requirements for outside storage and display as set forth in this title shall not relieve the proprietors of such uses from complying with all applicable regulations, laws and ordinances of the city of Lancaster, county of Los Angeles, state of California, or the United States.
- 11. Screening.
 - a. Screening standards applicable to all I zones:
 - 1) Where mechanical equipment, junction boxes, satellite antennae, meters and similar utility equipment is ground mounted it shall be enclosed or screened from view where necessary to preclude visibility from freeways, expressways and arterial streets and adjacent properties.
 - 2) Parking areas adjacent to streets shall be screened with landscaping in the required yards and with low decorative walls, berms or combinations thereof. Where walls are used they shall be placed so as not to obscure landscaped areas from the street.
 - b. Screening standards applicable to the LI zone:
 - 1) All rooftop mechanical equipment, ducts, tanks, satellite antennae, etc., shall be enclosed or otherwise screened from view from all sides of the building. (This requirement does not include wind-powered turbines used for ventilation.)
 - 2) Loading areas shall be screened from view where necessary to preclude visibility from public streets and highways and adjacent properties.
 - c. Screening standards applicable to the HI zone:
 - 1) All rooftop mechanical equipment, ducts, tanks, satellite antennae, etc., shall be enclosed or otherwise screened from view from all sides of the building only where necessary to preclude visibility from freeways, expressways or arterial streets or adjoining residential, commercial or light industrial areas. (This requirement does not include wind-powered turbines used for ventilation.)
 - 2) Loading areas shall be screened from view only where necessary to preclude visibility from freeways, expressways and arterial streets and adjacent residentially and commercially zoned properties.
- 12. Service for Utilities. All on-site utility services shall be underground.
- 13. Signs.
 - a. Sign design standards applicable to all I zones:
 - 1) The colors, materials and lighting of every sign shall be restrained and harmonious with the building and site to which it principally relates.
 - 2) The number of graphic elements on a sign shall be held to the minimum needed to convey the sign's major message and shall be composed in proportion to the area of the sign face.
 - 3) The light source of externally illuminated signs shall not be visible.
 - 4) No sign shall be placed in or over any public right-of-way.

- 5) Street numbers of all buildings shall be prominently located and not less than 8 inches in height on a contrasting background to be easily read from the street by public safety personnel (i.e., police, fire, ambulance).
 - b. Sign design standards applicable only to the LI zone:
 - 1) Use of individual letters for all signing is preferred and encouraged over "cabinet" signs. Where cabinet signs are utilized, such cabinet must be integrated into the design of the building or structure.
14. Refuse/Recycling Storage. Commercial, industrial and institutional uses shall have on the same lot or parcel a refuse/recycling storage area at a ratio of 20 square feet of refuse/recycling storage area for each 1,000 square feet or portion thereof of net floor area of the facility but not less than 6 feet in width nor less than 18 in length (exterior dimension). Such storage areas shall include separate containers for waste and for materials to be recycled. Each container shall be clearly marked or color coded for its intended use. Such storage areas shall be enclosed on 3 sides by a minimum 5-foot-high reinforced masonry or concrete wall with a sight-obscuring gate of noncombustible materials which is the same height as the enclosing walls. The floor of the enclosure shall be of concrete construction and the walls shall be protected by a concrete curb not less than 2 inches high by 6 inches wide or conventional concrete wheel stops to preclude damage by dumpsters. Such storage areas shall not be placed in a location which is openly exposed to a fronting street or a neighboring residential area.
15. Special Standards for Automobile Dismantling, Scrap Metal Processing Yards and Junk and Salvage Yards. No automobile dismantling yard or junk and salvage yard (as defined in Section 17.04.240) shall be permitted or maintained in the HI zone unless it complies with the following requirements:
- a. All operations and storage, including all equipment used in conducting such business, other than parking, shall be conducted within an enclosed building, or within an area fully enclosed by a solid wall. No wrecked or dismantled vehicles, salvage or junk shall be placed or allowed to remain outside of the enclosed yard area.
 - b. No wrecked or dismantled vehicles, salvage or junk shall be stored at a height greater than the surrounding wall.
 - c. Where walls are required they shall be developed in accordance with the following standards:
 - 1) All walls shall be of a uniform height in relation to the ground upon which they stand, and shall be a minimum of 8 feet and shall not exceed 15 feet in height. No walls shall be placed in a required front or street side yard established by Section 17.16.130.B.2.

The required setback shall be landscaped in accordance with Sections 17.16.130.B.2.e., 17.16.130.B.4. and 17.16.220. All landscaped areas shall be continuously and properly maintained in good condition as defined in this title.
 - 2) Walls shall be constructed of masonry to the structural standards specified by the Director.
 - 3) Gates: shall be of solid construction. (Chain link with slats does not fulfill this requirement.)

- 4) Other interior fences or walls not open to view may be constructed of alternative materials as approved by the Director.
- 5) All fences and walls shall be constructed in a workmanlike manner and shall consist solely of new materials unless the Director approves the substitution of used materials where, in his opinion, such used materials will provide the equivalent in service, appearance, and useful life.
- 6) All walls shall be a uniform neutral color excluding black, which blends with the surrounding terrain and improvements and shall be maintained in a neat, orderly condition at all times. Such wall may contain signs as approved by the Director in lieu of freestanding signs with an area not to exceed the sign area permitted for freestanding signs.
- 7) Any structures which are used as part of the yard boundaries and/or are exposed to view from the street frontage shall be painted to conform with the color of the fencing. The Director may approve other appropriate architectural treatment.

d. Paving.

- 1) The entire yard shall be paved with an asphalt surfacing as specified in subsection A.2.b. of this section or the Director may approve other paving materials which provide, in his opinion, the equivalent in service and useful life. The requirement may be waived where the Director finds that no dust or other problem would be aggravated by the absence of surfacing.
- 2) If hazardous materials are used or wastes are stored anywhere in an outdoor storage area, the entire storage area and area where the materials are used shall be paved in accordance with subsection A.2.a. of this section without expansion joints and with a curb sufficient for containment in accordance with city standards.

e. The special standards for automobile dismantling yards and junk and salvage yards set forth in this title shall not relieve the proprietors of such yards from complying with all regulations, laws and ordinances of the city of Lancaster, county of Los Angeles, state of California or the United States.

16. Hazardous Materials. Applicants must obtain the approval of the Los Angeles County Fire Department prior to obtaining any city permits for any use which includes the manufacture or use, of hazardous materials or the storage of hazardous materials or wastes.
17. Radioactive Materials. The use of radioactive materials shall be limited to measuring, gauging or calibration equipment.
18. Noise. Uses which generate noise by the nature of their function and/or processes shall be required to demonstrate that the noise levels emitted from the use shall not exceed 65 dBA at any property line which abuts a commercial or residential zone or use. A detailed noise attenuation study by a qualified acoustical engineer may be required by the Director or his designated representative to determine appropriate mitigation and methods to incorporate same into project design. Site design methods which may be utilized to reduce noise include:

- a. The use of building setbacks and dedication of noise easements to increase the distance between the noise source and receiver;
 - b. The location of uses and orientation of buildings which are compatible with higher noise levels adjacent to noise generators or in clusters to shield more noise-sensitive areas and uses;
 - c. The placement of noise-tolerant land uses, such as parking areas, between the noise source and receiver;
 - d. The placement of noise-tolerant structures, such as garages or carports, to shield noise-sensitive areas;
 - e. Clustering of office or commercial structures to reduce interior open space noise levels.
19. Projections Permitted into Yards. The following projections are permitted in the LI zone only.
- a. Eaves, cantilevered roofs, awnings and similar architectural features may project a maximum distance of 2½ feet into any required front or side yard or 5 feet into a rear yard, provided that such features shall maintain a minimum distance of 3 feet from any property line and is not less than 8 feet in height above grade. Such appendages shall be supported only at or behind the building setback line.
 - b. Landing places including access stairs, which exceed an average height of 2½ feet and do not extend above the level of the first floor may project a maximum distance of 2 feet into required interior side yards, and a maximum distance of 5 feet into required front and side yards, provided such features shall maintain a minimum distance of 3 feet from any property line, and that an open-work railing installed shall not exceed 3½ feet in height.
 - c. Rain conductors, spouts, utility service risers, shutoff valves, water tables, sills, capitals, bases, cornices and belt courses may project a maximum distance of one foot into any required yard.
 - d. Water heaters, water softeners, and gas or electric meters, including service conduits and pipes, enclosed or in the open, may project a maximum distance of 2½ feet into a required interior or rear yard provided that such structures or equipment shall maintain a minimum distance of 3 feet to any property line.
20. Electric Vehicle Charging Stations (EVCS). New commercial and industrial development shall provide for electric vehicle charging stations in the manner prescribed as follows:
- a. New residential uses shall provide EVCSs in accordance with Section 17.08.150T.
 - b. New commercial, industrial and other uses with the building or land area, capacity, or numbers of employees listed herein shall provide the electrical service capacity necessary and all conduits and related equipment necessary to ultimately serve 2% of the total parking spaces with EVCSs in a manner approved by the building and safety official. Of these parking spaces, ½ shall initially be provided with the electric vehicle supply equipment necessary to function as on-line EVCSs upon completion of the project. The remainder shall be installed at such time as they are needed for use by customers,

employees or other users. EVCSs shall be provided in disabled person parking spaces in accordance with state requirements.

- 1) Construction of a hospital of 500 or more beds, or expansion of a hospital of that size by 20% or more.
- 2) Construction of a post-secondary school (college), public or private, for 3,000 or more students, or expansion of an existing facility having a capacity of 3,000 or more students by an addition of at least 20%.
- 3) Hotels or motels with 500 or more rooms.
- 4) Industrial, manufacturing, or processing plants or industrial parks that employ more than 1,000 persons, occupy more than 40 acres of land, or contain more than 650,000 square feet of gross floor area.
- 5) Office buildings or office parks that employ more than 1,000 persons or contain more than 250,000 square feet of gross floor area.
- 6) Shopping centers or trade centers that employ 1,000 or more persons or contain 500,000 square feet of gross floor area.
- 7) Sports, entertainment, or recreation facilities that accommodate at least 4,000 persons per performance or that contain 1,500 or more fixed seats.
- 8) Transit projects (including but not limited to transit stations and park and ride lots).

B. When abutting or adjacent to residentially zoned property, the following requirements shall also be applied:

1. Artificial lighting used to illuminate the premises shall be directed away from adjacent residentially zoned properties.
2. Where multi-story buildings are to be utilized on lots abutting residentially zoned properties, such buildings shall be located or oriented in a manner which will minimize visual intrusion into neighboring residentially zoned property. (This may be accomplished by setting the building back from the abutting property line beyond the distance required for the yard, selective placement or screening of windows, orienting the building in a manner which will not give occupants a direct view into the yards or windows of neighboring residents.)
3. No signs shall be placed in a manner which visually intrudes into adjoining residentially zoned property.
4. Trees shall be utilized as a means of improving the interface between commercial and residential uses where appropriate.
5. When abutting residentially zoned property, a masonry wall of not less than 6 feet in height shall be provided at the property line in accordance with the provisions for walls specified in Section 17.28.030.C to minimize conflicts between commercial and residential uses. This requirement shall be modified, where necessary to preclude interference with line-of-sight of a driver within 10 feet of any street, highway or alley, down to a maximum height of 42 inches. The design of the wall shall be considered as part of the site plan review. The site and any buildings thereon shall be designed to locate noise- and odor-generating equipment and activity in a manner which will have a minimal impact on abutting residentially zoned property. Such techniques may include, but are not limited to, no windows on the building wall(s) facing residentially zoned property, insulating structures housing equipment against noise, limitation

of the hours of equipment operation, and other controls designed for specific problems. It shall be the burden of the applicant to prove that his project will not have a detrimental effect on neighboring residential property at the time of site plan review.

- C. All uses shall comply with the air quality standards of the Air Quality Management District (AQMD) or the city of Lancaster, whichever is more restrictive.

(Ord. 790 § 1 (Exh. A), 2001; Ord. 713 § 5 (part), 1995; Ord. 711 §§ 17 (part), 18 (part), 19(C) (part), 29 (part), 34 (part), 35 (part), 1995; prior zoning ord. § 241.080)

(Ord. No. 907, § 6, 10-28-08)

17.36.020 - Public hearings procedure.

- A. Notice of. No less than 10 days prior to the date of any hearing other than a hearing on an application to grant a cemetery permit, the Director shall:
1. Cause a copy of a notice of the time and place of such hearing to be published as follows:
 - a. Hearings on general amendments to the ordinance shall be published once in a newspaper of general circulation in the county of Los Angeles;
 - b. Hearings on permits, variances, nonconforming uses or structure review, or zone changes shall be published once in a newspaper of general circulation in the county of Los Angeles available in the community in which the permit or variance is proposed to be established except that, conditional use permits for a rock quarry, sand, gravel, or any excavation for the purpose of obtaining clay, decomposed granite or similar material shall be published in 2 newspapers of general circulation at least one of which is a newspaper available in the community in which such use is proposed to be established. Such publications if made in a daily newspaper, shall be for a period of not less than 5 consecutive publications of such newspaper, and if made in a weekly newspaper, shall be for a period of not less than 2 consecutive publications of such paper the first publication in either case appearing not less than 20 days before the date of the hearing;
 2. Cause a notice to be mailed by first class mail, postage prepaid, to:
 - a. The applicant and all persons listed in the application or petition as owners of the property under consideration, and
 - b. All persons whose names and addresses appear on the verified lists of property owners required to be submitted by the applicant, and
 - c. Such other persons whose property might in his judgment be affected by such application or permit;
 3. Cause a notice of the time and place of such hearing to be sent to such public officers, departments, bureaus or agencies who, in the opinion of the Director, might be interested, requesting a report thereon;
 4. If for a revocation, also serve upon every person, if any, in real or apparent charge and control of the premises involved, the record owner, the holder of any mortgage, trust deed or other lien or encumbrance of record, the holder of any lease of record, the record holder of any other estate or interest in or to the premises or any part thereof, written notice of the time and place of such hearing either in the manner required by law for the service of summons, or by registered mail, postage prepaid;
 5. If the Director finds that the publication and mailing required by subsections A.1. and 2. of this section will not give sufficient notice to those persons who may be affected, he also shall post at such locations as he deems best suited to inform such persons, notices of the time and place of such hearing.
 6. For centers with two or more tenant spaces, each tenant within the center shall be notified of the public hearing notice.
- B. Continuance of. If for any reason, the testimony on any case set for public hearing cannot be completed on the appointed day, the chairman of such hearing may before adjournment or

recess, publicly announce the time and place at which said hearing will be continued and no further notice thereof shall be required.

C. Notice of Action. The commission shall serve notice of its action upon:

1. The applicant for a permit, variance, nonconforming use or structure review, or zone change, or the person owning and/or operating a use for which the revocation of a permit, variance, or nonconforming use or structure is under consideration as required by law for the service of summons or by registered or certified mail, postage prepaid, return receipt requested; and
2. The following persons by first class mail, postage prepaid:
 - a. The first 3 protestants testifying or speaking at the public hearing, except at a hearing for the revocation or modification of any permit, variance, or nonconforming use or structure,
 - b. The first 3 persons testifying or speaking at a public hearing in favor of the revocation or modification of any permit, variance, or nonconforming use or structure,
 - c. Any other persons testifying or speaking at a public hearing that request such notification from the chairman at the hearing.

(Prior zoning ord. §§ 631—633)

Article VII. - Nonconforming Uses and Structures

17.32.830 – Purpose

This article is intended to allow for the continuation, maintenance, and limited expansion of uses, lots, and structures established in compliance with development codes in effect at the time of establishment of the use of structure, but not noncompliance with current development codes.

(Prior zoning ord. § 509.1)

17.32.840 - Establishment of lawful nonconforming uses, structures and lots

Any lawfully established use, structure, or lot that is in existence on the effective date of the ordinance codified in this title or any subsequent amendment but does not comply with all of the standards and requirements of this title shall be considered nonconforming. Nonconforming uses and structures may only be continued subject to the requirements of this Article.

- A. Nonconformities, Generally. A nonconformity may result from any inconsistency with the requirements of this title including, but not limited to location, density, floor area, height, yard, usable open space, buffering, performance standards, or the lack of an approved permit of other required authorization.
- B. Nonconforming Lots. Any lot that is smaller than the minimum lot size required by this title or does not meet any of the applicable dimensional requirements shall be considered a lawful nonconforming lot if it is described in the official record on file in the office of the Los Angeles County Recorder as a lot of record under one ownership. A nonconforming lot may be used as a building site subject to compliance with all applicable requirements, unless a variance or other modification or exception is approved as provided in this title.

17.32.850 - Continuation and maintenance of nonconforming uses and structures

- A. A use legally occupying a structure or site, as of the effective date of this code, that does not conform with the use regulations or the standards in the zone in which the use is located shall be deemed to be a legal nonconforming use and may be continued in perpetuity.
- B. A structure legally occupying a site as of the effective date of this code that does not conform with the property development standards for required yards, height, coverage, distances between structures, or other standards for the zone in which the structure is located shall be deemed to be a legally nonconforming structure and may be used and maintained in perpetuity.
- C. It shall not be the intent of this section to render previously legally created building lots or legally constructed buildings which do not comply with the new property development regulations or other requirements of this title to be nonconforming where these lots or buildings complied with the ordinances in effect at the time of construction. However, proof of compliance with ordinances in effect at the time of creation or construction shall be the sole burden of the applicant or property owner. Such proof may include building permits, minutes of council or commission action, case files, or other documentation.

- D. Routine maintenance and repairs may be performed on a structure or site, the use of which is legal nonconforming.
- E. When interpreting setbacks for a residential use in a residential zone that are legal nonconforming, new construction shall be permitted to maintain/continue the existing setback, provided the structure does not further encroach into the existing setback area by either further reducing the existing setback.
- F. Any nonconforming publicly owned use, including but not limited to, schools, colleges, parks, libraries, fire stations, sheriff stations and other public sites, may be added to, extended or altered if such additions, extensions or alterations do not extend beyond the boundaries of the original site established prior to the time approval was required. Nothing in this title pertaining to nonconforming structures shall be construed to require the termination, discontinuance or removal of such uses except as provided in Section 17.32.900.
- G. Any nonconforming public utility building, structure, equipment or facility necessary for operating purposes, but excluding offices, service centers or yards, may be added to, extended or altered, provided there is no change in use or enlargement of the original site established prior to the time such approval was required. Nothing in this ordinance pertaining to nonconforming structures shall be construed to require the termination, discontinuance or removal of such uses except as provided in Section 17.32.900.

17.32.860 - Restoration of damaged structure

- A. Whenever a structure which does not comply with the property development standards prescribed in the zone in which the structure is located is destroyed by fire or other calamity to the extent of fifty percent (50%) or more, the structure may be restored and the legal nonconforming use may be resumed; provided, that restoration is started within two (2) years from the date of the calamity and diligently pursued to completion. The new structure may be restored to its original height or the maximum height permitted in the zone in which it is located, whichever is greater, and must be in full conformity with the parking, setback, and landscaping standards for that zone in effect at the time of reestablishment.
- B. The extent of damage shall be based upon the ratio of the estimated cost of restoring the structure to its condition prior to such damage to the estimated cost of duplicating the entire structure as it existed prior thereto. Estimates for this purpose shall be made by or shall be reviewed and approved by the Building Official and shall be based on the minimum cost of construction in compliance with the Building Code. In the case of a use with multiple structures, the damage ratio shall be determined by comparing the cost of restoring the damaged structure(s) to its (their) condition(s) prior to such damage to the estimated cost of duplicating all structures associated with such use.
- C. Whenever a structure is damaged less than fifty percent (50%), the structure shall be replaced to its legal nonconforming status or replaced with a structure in conformance with the code.

17.32.870 - Zoning Compliance Review

- A. Uses and structures established in compliance with zoning codes in effect at the time of establishment of the use or structure but not in compliance with current zoning codes may obtain a certificate of zoning compliance through a Director's Review. A certificate of zoning compliance shall require a final occupancy review. The applicant must show, to the satisfaction

of the Director, that the structure or use in question is in compliance with the original permit and/or codes in effect at the time the structure was constructed or the use was initiated

**Table 5-1:
Land Uses and Permit Requirements**

Uses	Downtown Districts:						
	BD	CD	TD	CA	CV	GD	NO
Retail/Service:							
Retail Store	P*	P*	P*	P*	C	P*	D*
Grocery Store/Mini Mart/Neighborhood Market	C	C	C	C	C	C	C
Personal Services	P	P	P	P	P	P	D
Restaurants/Cafe/Bakery/Deli	P*	P*	P*	P*	P*	P*	D
Bar/Nightclub/Dance Club	C	C	C	C	C	C	--
Art Gallery	P	P	P	P	P	P	D
Bank/Credit Union	C	P	C	C	C	C	D
Automated Teller Machine	P	P	P	P	P	P	D
Entertainment (theater, live music, karaoke, comedy, etc.)	C	C	C	C	C	C	C
Active Entertainment (virtual reality, escape rooms, etc)	D*	D*	D*	D*	D*	D*	D*
Similar retail/service use to those permitted above	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D
Office:							
Professional Office	P	P	P	P	P	P	D
Medical/Dental Office	P	P	P	P	P	P	D
Similar office use to those permitted above	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D
Lodging:							
Hotel/Bed and Breakfast Rooms	P	P	P	P	P	P	--
Conference/Meeting Room Space	P	P	P	P	P	P	--
Similar lodging use to those permitted above	P	P	P	P	P	P	--
Public/Semi-Public:							
Government Office	P	P	P	P	P	P	D
Day Care Center	P	P	P	P	C	P	D
Church/Religious Institution	C	C	C	C	C	C	D
Post Office	P	P	C	P	P	C	D
School	C	C	C	C	C	C	D
Recreation/Museum/Cultural	P	P	P	P	P	P	P
Similar public/semi-public use to those permitted above	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D
Residential:							
Detached Single-Family Unit	--	--	--	--	--	--	D
Condominium/Apartment/Studio/Loft Units	P	P	P	P	P	P	P
Assisted living facility	C	C	C	C	C	C	--
Home occupation/Artist Studio/Home Office	P	P	P	P	P	P	P
Similar residential use to those permitted above	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D	P/C/D
Prohibited Uses:							
Outdoor storage on private property	--	--	--	--	--	--	--
Manufacturing/warehouse/light or heavy industrial	--	--	--	--	--	--	--
Hospital	--	--	--	--	--	--	--
Gas/service stations	--	--	--	--	--	--	--
Adult only/Sexually-oriented businesses	--	--	--	--	--	--	--
Check Cashing for a Fee/Cash Advance/Bail bonds	--	--	--	--	--	--	--
Pawn Shop	--	--	--	--	--	--	--
Key: P Permitted Use C Conditional Use Permit Required D Director's Review Required -- Prohibited Use P/C/D Permitted if similar to permitted uses in the District or Director's Review required if similar to other uses that require a Director's Review in the District or Conditional Use Permit required if similar to other uses that require a Conditional Use Permit in the District * See text regarding alcohol sales							
BD: Boulevard District		TD: Transit District		CV: Civic Village District			
CD: Commerce District		NO: Neighborhood Office District		CA: Cedar Avenue Arts District			
GD: Gateway District							

OUTDOOR USES

Outdoor dining, merchandise displays, entertainers, temporary sidewalk/parking lot sales, and pushcart vendors may occur within the public sidewalk and on private outdoor spaces with the approval of an Outdoor Use Permit. The Planning Director has the authority to issue an Outdoor Use Permit if the following findings can be made.

- ◆ If located on a public sidewalk, the proposed use will maintain a minimum clear sidewalk path of at least five feet.
- ◆ The proposed use will not interfere with the ability of adjacent businesses, residents, or property owners to enjoy their property.
- ◆ If located on public property, the applicant has agreed to indemnify the City with an indemnification agreement satisfactory to the City Attorney. The applicant has also agreed to maintain liability insurance in the nature and amount satisfactory to the City Manager and City Attorney in order to protect the City from any potential claims that may arise from activity related to the use of public property. The policy shall name the City as an additional insured.
- ◆ The proposed use will not, under the circumstances of this particular case, be detrimental or injurious to property and improvements in the neighborhood, or to the general welfare of the City.

The Planning Director's decision to issue or deny an Outdoor Use Permit may be appealed to the Planning Commission.

NON-CONFORMING USES/BUILDINGS

Within Downtown Lancaster, there are uses and buildings that were lawfully established prior to the adoption of this Specific Plan. Many of these uses and buildings would not be allowed under the terms of this Specific Plan. As such, they are defined as non-conforming uses and buildings. Sections 17.32.830 thru 17.32.880 of the City of Lancaster Zoning Ordinance shall regulate non-conforming uses and buildings within Downtown Lancaster.

Commercial facade enhancements or renovations to legal non-conforming buildings shall be allowed if the enhancement or renovation does not enlarge the square footage of the building and the cost of the facade enhancement or renovation does not exceed 50% of the total replacement cost for the entire building or structure (as determined by the current building valuation guide sheet used by the Department of Building and Engineering Services to ascertain plan check and building permit fees). Projects that involve commercial facade enhancement or renovations to legal non-conforming buildings shall not be required to comply with the Development Specifications on Figure 5-10 through 5-17 since the non-conforming building was developed under different zoning regulations and standards. However, commercial facade enhancements or renovations shall be required to comply with the applicable facade Design Standards and Design Guidelines contained in Section 5-6 of this Specific Plan.

ALCOHOL USES

On-site alcohol sales and off-site alcohol sales shall require approval of a Conditional Use Permit or a Director's Review as provided in Chapter 17.42 of the Lancaster Municipal Code. On-site alcohol sales of beer and wine at a bona-fide restaurant shall require a Director's review. The separation distance requirements as contained in Chapter 17.42 shall not apply within the Downtown Lancaster Specific Plan.

100.050. USE AND PERMIT REQUIREMENTS

TABLE 2

ALLOWABLE LAND USES

LAND USE	ZONE					
	SA	CC	EC	WD	NM	NL
RETAIL/SERVICE						
Art gallery	P	P	P	P	C ¹	N/A
Automotive repair	N/A	D	D	D	N/A	N/A
Automotive sales and services	N/A	C	C	C	N/A	N/A
Bank/credit union	P	P	P	P	C ¹	N/A
Bar/nightclub/dance club ²	N/A	C	C	C	N/A	N/A
Car wash	N/A	C	C	C	N/A	N/A
Entertainment (theater, live music, karaoke, comedy, etc.) ²	D	D	D	D	N/A	N/A
Gas station ²	N/A	D	D	D	N/A	N/A
Grocery store/mini mart/neighborhood market ²	P	P	P	P	C ¹	N/A
Health and fitness services	D	D	D	D	C ¹	N/A
Personal services	P	P	P	P	C ¹	N/A
<i>Tobacco and e-cigarette sales</i>	D	D	D	D	N/A	N/A
<i>Tattoo/body piercing</i>	N/A	D	D	D	N/A	N/A
<i>Pawn shops, thrift stores, and consignment stores</i>	N/A	D	D	D	N/A	N/A
Restaurants/café/bakery/deli ²	P	P	P	P	C ¹	N/A
Retail store	P	P	P	P	C ¹	N/A
OFFICE/PROFESSIONAL						
Professional office	P	P	P	P	C ¹	N/A
Medical/dental office	P	P	P	P	C ¹	N/A
Light industrial uses	N/A	N/A	N/A	P	N/A	N/A
LODGING						
Bed and breakfast ²	D	P	N/A	D	N/A	N/A
Conference/meeting room space	D	P	D	D	N/A	N/A
Hotel/motel*	C	P	N/A	D	N/A	N/A
PUBLIC/SEMI-PUBLIC						
Church/religious institution	C	P	P	D	C	C
Colleges and universities	C	C	C	N/A	N/A	N/A
Community gardens	D	D	D	N/A	D	D
Expansion of parking lot for institutional uses	D	D	D	D	D	D
Government office	P	P	P	P	N/A	N/A
Parking lots as a transitional use	D	D	D	D	N/A	N/A
Post office	P	P	P	P	N/A	N/A
Private school, trade and vocational schools	C	P	P	P	N/A	N/A
Recreation/museum/cultural	D	P	P	P	N/A	N/A

ALLOWABLE LAND USES

TABLE 2

LAND USE	ZONE					
	SA	CC	EC	WD	NM	NL
MIXED-USE						
Home occupation/home artist studio/home office	P	P	N/A	N/A	P	P
Live/Work – residential component	P	P ³	N/A	N/A	D ¹	N/A
Live/Work – commercial component	P	P	N/A	N/A	D ¹	N/A
Mixed-Use – residential component	P	P ³	N/A	N/A	C ¹	N/A
Mixed-Use – commercial component	P	P	P	P	C ¹	N/A
RESIDENTIAL						
Assisted living facility/residential care facility	C	C	N/A	N/A	C	N/A
Caretaker unit	N/A	N/A	D	D	N/A	N/A
Carriage unit (studio) located above detached garage	N/A	N/A	N/A	N/A	P	P
Multi-family: 2, 3, 4 units, multi-family	P ⁴	P ^{3,4}	N/A	N/A	P ⁴	P ⁴
Rooming and boarding houses	C	N/A	N/A	N/A	C	N/A
Single-family house on individual lot	N/A	N/A	P ⁵	P ⁵	P ⁴	P ⁴
Single-room occupancy (SRO)	D	D	N/A	N/A	D	N/A
RESIDENTIAL ACCESSORY USES						
Accessory structures/buildings (gazebos, sheds, etc.)	P	P	N/A	N/A	P	P
Swimming pools and pool equipment	P	P	N/A	N/A	P	P
Accessory dwelling unit	N/A	N/A	N/A	N/A	P	D
Guest house	N/A	N/A	N/A	N/A	P	P
Garage conversion ⁶	N/A	N/A	N/A	N/A	P	P
Day care as residential accessory use	D	D	N/A	N/A	D	D
Daycare Center	D	D	N/A	N/A	D	D
Electric vehicle charging station (EVCS)	P	P	P	P	P	P
Non-commercial solar energy systems, including building and ground-mounted photo-voltaic (PV) panels	P	P	P	P	P	P
Non-commercial wind energy systems (NC-WES)	D	D	D	D	D	D
Vertical-axis wind turbines (VAWTs)	D	D	D	D	D	D

NOTE: Permitted uses for each zone are set forth in **Table 2**. All land uses are as defined in **Section 17.04.240** of the Lancaster Municipal Code.

P = permitted use
D = director's review
C = conditional use permit
N/A = not allowed

¹ Use allowed only along Milling Street between Date Avenue and Fern Avenue and along Beech Avenue between Oldfield Avenue and Avenue J.

² Alcohol uses require a conditional use permit

³ Use allowed only on an upper floor, or behind a groundfloor street-fronting use.

⁴ Limited to Building Types permitted in each Zone – see **Section 100.070**.

⁵ Existing residential may continue to be used as a permitted use provided that such uses not be expanded by a cumulative total of more than 500 square feet of floor area.

TABLE 2

ALLOWABLE LAND USES

LAND USE	ZONE					
	SA	CC	EC	WD	NM	NL
TEMPORARY USES						
Temporary agriculture on vacant parcel (Urban Farm)	C	C	C	C	N/A	N/A
Temporary mobilehome as residence during construction	N/A	N/A	N/A	N/A	N/A	D
Cargo containers	D	D	D	D	D	D
OTHER USES						
Automated banking, movie rental, food vending machines	P	P	P	P	N/A	N/A
Christmas tree lots	D	D	D	D	N/A	N/A
Front Yard Agriculture	N/A	N/A	N/A	N/A	D	D
Mini-storage	N/A	N/A	N/A	P	N/A	N/A
Outdoor sales and promotional activities	D	D	D	D	N/A	N/A
Outdoor storage on private property	N/A	N/A	N/A	P	N/A	N/A
Research and Development	P	P	P	P	D	N/A
Wireless telecommunications facilities (stealth)	D	D	D	D	N/A	N/A
Converted cargo container	D	D	D	D	N/A	N/A
Similar uses to those permitted above as determined by the Director	P/D/C	P/D/C	P/D/C	P/D/C	P/D/C	P/D/C
PROHIBITED USES						
Adult only/sexually-oriented businesses						
Check cashing/payday loans/bail bonds						
Manufacturing/heavy industrial						

NOTE: Permitted uses for each zone are set forth in **Table 2**. All land uses are as defined in **Section 17.04.240** of the Lancaster Municipal Code.

P = permitted use
D = director’s review
C = conditional use permit
N/A = not allowed

¹ Use allowed only along Milling Street between Date Avenue and Fern Avenue and along Beech Avenue between Oldfield Avenue and Avenue J.

² Alcohol uses require a conditional use permit

³ Use allowed only on an upper floor, or behind a groundfloor street-fronting use.

⁴ Limited to Building Types permitted in each Zone – see **Section 100.070**.

⁵ Existing residential may continue to be used as a permitted use provided that such uses not be expanded by a cumulative total of more than 500 square feet of floor area.

⁶ Relocated parking spaces for garage conversions must be located at rear of property per Section 100.060 and accessed from an alley.



AGENDA ITEM: 3.

DATE: 09-16-19

STAFF REPORT

REPEAL AND REPLACE TITLE 17, CHAPTER 17.40, ARTICLE XIII OF THE LANCASTER MUNICIPAL CODE RELATED TO WIRELESS TELECOMMUNICATION FACILITIES

DATE: September 16, 2019

PC ACTION:
APPROVED (7-0-0-0)

TO: Lancaster Planning Commission

FROM: Jocelyn Swain, Senior Planner
Community Development Division, Development Services Department

APPLICANT: City of Lancaster

LOCATION: City-wide

REQUEST: Repeal and replace in its entirety Title 17 (Zoning), Chapter 17.40, Article XIII of the Lancaster Municipal Code relating to Wireless Telecommunication Facilities and update Section 17.04.240, Definitions.

RECOMMENDATION: Adopt Resolution No. 19-32, recommending to the City Council approval to repeal and replace in its entirety Title 17 (Zoning), Chapter 17.40, Article XIII of the Lancaster Municipal Code relating to Wireless Telecommunication Facilities and update Section 17.04.240, Definitions.

BACKGROUND

The State and Federal regulations pertaining to wireless telecommunication facilities have substantially changed over the past years. In order to ensure that the City's regulations were in compliance with State and Federal requirements and to ensure that the City retained as much discretion over these facilities as was legally allowed, the City initiated an update to Title 17, Chapter 17.40, Article XIII.

On May 15, 2017, staff brought a draft revision to the wireless telecommunication ordinance to the Planning Commission for review. The Planning Commission recommended to the City Council adoption of the ordinance by a 4-0-0-3 vote. Subsequent to this recommendation, additional regulations were passed and the decision was made to completely revise the wireless ordinance. The previous draft ordinance was never taken to City Council for approval.

ANALYSIS

The City's Zoning Ordinance (Title 17 of the Lancaster Municipal Code) establishes the requirements for wireless telecommunication facilities under Chapter 17.40, Article XIII. Specifically, existing requirements are contained within Sections 17.40.640 through 17.40.681 and provide design standards for major and minor wireless facilities, submittal requirements, requirements for co-location of wireless facilities, and abandonment procedures. Additionally, Section 17.04.240 contains definitions for many of the terms contained within Article XIII.

Due to changes in regulations regarding wireless telecommunication facilities, the City has revised and expanded Article XIII. The proposed amendment has reorganized Article XIII to provide better clarity in the requirements for wireless telecommunication facilities and to differentiate between facilities on private property and those within the public right-of-way. Specifically, the proposed ordinance:

- Establishes design and submittal requirements for such facilities on both private property and public right-of-way;
- Establishes an order of City preference for the placement of such facilities in the public right-of-way though not required;
- Establishes work and performance standards;
- Establishes procedures and requirements for removal of wireless telecommunication facilities from the public right-of-way for roadway expansion/reconstruction, abandonment, and safety reasons; and
- Updates the definitions contained in Section 17.04.240 as they pertain to wireless telecommunication facilities.

None of these requirements would place an undue burden on the development of wireless telecommunication facilities as they are similar in nature to requirements associated with other developments and utility projects.

GENERAL PLAN CONSISTENCY

The proposed revision and update to the Zoning Code is consistent with the General Plan. Specifically, the amendment complies with the following goals, objectives, policies and specific actions:

Policy 4.3.1: Ensure that noise-sensitive land uses and noise generators are located and designed in such a manner that City noise objectives will be achieved.

Specific Action 4.3.1(h): Ensure that new commercial and industrial activities (including the placement of mechanical equipment) are designed so that activities comply with the maximum noise level standards at the property line of adjacent uses, thereby minimizing impacts on adjacent uses (see Table III-1).

- Objective 15.3:* Ensure the coordination of development activity with the provision public services and facilities in order to eliminate gaps in service provision, provide economical public services, and achieve the equitable sharing of the cost of such facilities and services.
- Policy 15.3.2:* Ensure that the City is proactive in addressing the infrastructure and service needs of the wireless communications industry.
- Specific Action 16.1.3(c):* Provide for the expeditious processing of application and plans.
- Policy 17.1.6:* Revise the zoning ordinance to conform with the General Plan text and map and to address changing conditions with new concepts that will allow both flexibility in applicable as well as a pleasing and attractive built environment.

FINDINGS

Section 17.24.140 “Amendments – Commission findings and decision” of the Lancaster Municipal Code contains the following finding:

1. The Commission may recommend approval where the information presented at public hearing shows that such amendment is necessary to implement the general plan and/or that the public convenience, the general welfare or good zoning practice justifies such action.

The proposed amendment is consistent with the goals, objectives, policies, and specific actions of the General Plan, as the General Plan designation and zoning designations within the City will not change and the amendment will aid in the implementation of the goals, objectives, policies, and specific actions of the General Plan. The amendment provides clarity regarding the installation of wireless telecommunication facilities and ensure consistency with existing State and Federal regulations.

ENVIRONMENTAL REVIEW

Pursuant to Sections 15162 and 15168(c)(2) of the State CEQA Guidelines, the proposed ordinance amendment is within the scope of the Program Environmental Impact Report (SCH #2007111003) for the existing Lancaster General Plan, and no further environmental review is required.

LEGAL NOTICE

A Notice of Public Hearing was published in the Antelope Valley Press on September 6, 2019, as required by law.

RECOMMENDATION

Adopt Resolution No. 19-32, recommending to the City Council approval to repeal and replace in its entirety Title 17 (Zoning), Chapter 17.40, Article XIII of the Lancaster Municipal Code relating to Wireless Telecommunication Facilities and update Section 17.04.240, Definitions.

Attachments:

- A. Resolution No. 19-32
- B. Draft Ordinance

RESOLUTION NO. 19-32

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LANCASTER, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL APPROVAL TO REPEAL AND REPLACE IN ITS ENTIRETY TITLE 17 (ZONING), CHAPTER 17.40, ARTICLE XIII OF THE LANCASTER MUNICIPAL CODE RELATING TO WIRELESS TELECOMMUNICATION FACILITIES AND UPDATE SECTION 17.04.240, DEFINITIONS

WHEREAS, Chapter 17.40, Article XIII of the Zoning Ordinance of the City of Lancaster Municipal Code (“LMC”), Title 17) establishes regulations governing the installation and operation of wireless telecommunication facilities within the City of Lancaster (“City”); and

WHEREAS, Section 17.04.240 contains definitions pertaining to wireless telecommunication facilities; and

WHEREAS, the City has determined that it is necessary to update both Chapter 17.40, Article XIII and Section 17.04.240 and, to that end, has prepared the proposed ordinance (“Proposed Ordinance”) attached hereto and incorporated herein, which amends and restates Article XIII in its entirety and updates definitions in Section 17.04.240 pertaining to wireless telecommunication facilities; and

WHEREAS, applicable law requires the Planning Commission to notice and hold a public hearing on the amendment and, following such hearing, to render a decision in the form of a written recommendation to the City Council; and

WHEREAS, the Planning Commission held a public hearing concerning the Proposed Ordinance on July 15, 2019, notice of which was published and provided as required by law; and

WHEREAS, the Planning Commission finds that the proposed amendment is required for public health, safety, and general welfare, and that the amendment is consistent with the goals, objectives, policies and specific actions of the General Plan;

WHEREAS, the Planning Commission now desires to recommend that the City Council adopt the Proposed Ordinance.

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

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

Section 2. That the Planning Commission hereby adopts the following finding pursuant to Section 17.24.140 of the LMC:

PC Resolution No. 19-32

September 16, 2019

Page 2

1. The commission may recommend approval where the information presented at public hearing shows that such amendment is necessary to implement the general plan and/or that the public convenience, the general welfare or good zoning practice justifies such action.

Section 3. That the Proposed Ordinance is consistent with the City’s General Plan.

Section 4. That pursuant to Sections 15162 and 15168(c)(2) of the State California Environmental Quality Act (CEQA) Guidelines, the Proposed Ordinance is within the scope of the Program Environmental Impact Report (SCH #2007111003) for the existing Lancaster General Plan 2030, and no further environmental review is required.

Section 5. That the Planning Commission hereby recommends the City Council approve and adopt the Proposed Ordinance.

Section 5. That staff is authorized and hereby directed to transmit this Resolution to the City Council as required by Section 65855 of the Government Code.

PASSED, APPROVED and ADOPTED this 16th day of September 2019, by the following vote:

AYES: Cook, Donovan, Harvey, Moore, Parris, Smith, and Vose.

NOES: None.

ABSTAIN: None.

ABSENT: None.

DocuSigned by:



FEC18064A17F48C...

JAMES D. VOSE, Chairman
Lancaster Planning Commission

ATTEST:

DocuSigned by:



2DBA1DFF18BB42B...

LARISSA DE LA CRUZ, Senior Manager – Community Development
City of Lancaster

Attachments:

- A. Draft Ordinance
- B. Exhibit A – Redlines

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, REPEALING IN ITS ENTIRETY AND REPLACING TITLE 17 (ZONING), CHAPTER 17.40, ARTICLE XIII OF THE LANCASTER MUNICIPAL CODE RELATING TO WIRELESS TELECOMMUNICATION FACILITIES AND UPDATING SECTION 17.04.240, DEFINITIONS

WHEREAS, the City Council of the City of Lancaster finds and declares that Federal and State law regarding wireless telecommunication facilities have substantially changed over the past several years; and

WHEREAS, on September 16, 2019, the City's Planning Commission held a public hearing on the Amendment, notice of which was published and provided as required by law, and adopted Resolution No. 19-32 (the "Planning Commission Recommendation") recommending the City Council approve the Amendment; and

WHEREAS, the City Council of the City of Lancaster further finds and declares that it is necessary to update Title 17, Chapter 17.40, Article XIII and Section 17.04.240 to be consistent with the new wireless regulations and the City of Lancaster's General Plan; and

WHEREAS, the City Council further finds and declares that the City's proposed wireless ordinance establishes design and submittal requirements, establishes an order of preference for placement of such facilities, establishes work standards, and removal procedures; and

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

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

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

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

Section 3. Lancaster Municipal Code Title 17, Chapter 17.40, Article XIII and Section 17.04.240 is hereby replaced as set forth in Attachment A attached hereto.

Section 4. This ordinance is determined that pursuant to Sections 15162 and 15168(c)(2) of the State California Environmental Quality Act (CEQA) Guidelines, the proposed

amendment is within the scope of the Program Environmental Impact Report (SCH #2007111003) for the existing Lancaster General Plan 2030, and no further environmental review is required.

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

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

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

Ordinance No.

Page 3

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 _____ day of _____, 2019, and placed upon its second reading and adoption at a regular meeting of the City Council on the ____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

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. _____, 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)

Article XIII. – Wireless Telecommunication Facilities

17.40.640 – Purpose and Intent.

The purpose and intent of this article shall be to establish standards for the placement and use of wireless telecommunication facilities in all zones in which they are allowed within the City of Lancaster. These requirements provide incentives for well-designed and well-placed telecommunication facilities by simplifying and shortening the review process, where warranted, while at the same time protecting the public interest. It is the City's intent, in establishing these standards, to allow for the development of wireless communication facilities where needed in accordance with the Telecommunications Act of 1996, while maintaining development standards and permitting requirements consistent with state law.

17.40.650 – Applicability.

These standards are applicable to all wireless telecommunication facilities in all zones and in the public right-of-way where they are allowed. These standards do not apply to noncommercial radio or television antennas, which shall be subject to the specific requirements for the zone in which they are located.

17.40.655 – Definitions.

The terms utilized within this Article are defined in Section 17.04.240, Definitions, of the Lancaster Municipal Code.

17.40.660 - Permit Requirements

- A. Mini, Minor, Stealth, and Major wireless communication facilities shall require a Director's Review unless they exceed the allowed height for the zone in which they are located. In the event height is exceeded, a Conditional Use Permit shall be required. All wireless communication facilities shall comply with the development standards and submittal requirements identified within this Article.
- B. Major wireless communication facilities in the residential zones shall require a Conditional Use Permit.
- C. Wireless communication facilities on City property or within the public right-of-way shall comply with the required permitting process as indicated in Lancaster Municipal Code Sections 17.40.665-17.40.666

17.40.661 - Collocations

- A. Notwithstanding any other provision of this Chapter, the collocation of a new wireless communication facility on an existing major wireless communication facility that (i) was approved after January 1, 2007, by discretionary permit; (ii) was approved subject to an environmental impact report, negative declaration, or mitigated negative declaration; and (iii) otherwise complies with the requirements of Government Code §65850.6(b) for wireless communication collocation facilities shall not be required to obtain another discretionary permit approval, but shall be

required to obtain all other applicable non-discretionary permit(s), as specified by this Title and the City-adopted Building Code, provided such collocation does not increase the height or change the location of the existing wireless facility or otherwise change the bulk, size, or other physical attributes of the existing permitted wireless communication facility.

- B. The proposed collocation of a new wireless communication facility on an existing minor or major wireless communication facility that meets all of the requirements stated in the above paragraph may include new appurtenant equipment boxes or shelter units that are colored and/or disguised to match the existing equipment boxes or shelter units and that do not exceed the total volume of equipment boxes utilized by the existing wireless communication collocation facility per Section 6409 (a).
- C. The proposed collocation of a new wireless communication facility on an existing major wireless communication facility that meets all of the requirements stated in the above paragraphs may not include the following:
 - 1. More additional surface area of antennas than is being utilized by the existing wireless communication collocation facility, provided all antennas are colored and/or disguised to match the existing facility.
 - 2. Any additional tower or additional support structure than is shown in plans and specifications to be reasonably necessary to collocate the permitted antenna panels on the existing wireless communication facility. Unless otherwise approved in writing by the Director, and except as provided in this subsection, installation of all collocation accessory equipment and enclosures shall comply with the requirements of this Chapter.
- D. Except as otherwise provided above, a Director's Review may be required when the proposed collocation facility:
 - 1. Increases the height of the existing permitted tower/structure or otherwise changes the bulk, size, location, or any other physical attributes of the existing permitted wireless communication facility; or
 - 2. Adds any microwave dish or other antenna not expressly permitted to be included in a collocation facility by this Section; or
 - 3. Collocates on an existing legally permitted wireless communication facility; or
 - 4. Will serve or be operated by more than one wireless services provider, unless an additional provider has properly obtained a

written authorization from the Director after consideration of the factors applicable to administrative approval of collocation facilities set forth above in this Section, the size of the additional, proposed facility, and the potential visual or other impact of the proposed facility.

17.40.662 - Development Criteria

- A. Screening and Site Selection Guidelines. The following screening and site selection guidelines apply to all wireless communication facilities:
 - 1. Stealth facilities and concealed antennas are preferred.
 - 2. Wireless communications facilities shall be located where the existing topography, vegetation, buildings, or other structures provide the greatest amount of screening. Where insufficient screening exists, applicants shall provide screening satisfactory to the Development Services Director, or as otherwise required herein.
 - 3. Ground-mounted wireless communications facilities shall be located only in close proximity to existing above-ground utilities, such as electrical towers or utility poles (which are not scheduled for removal or undergrounding for at least 18 months after the date of application), light poles, trees of comparable heights, and in areas where they will not detract from the appearance of the City.
- B. Wireless communication facilities shall be located in the following order of preference:
 - 1. Collocated with existing wireless communications facilities.
 - 2. On existing structures such as buildings, communication towers, or utility facilities.
 - 3. On an existing signal, power, light, or similar kinds of poles.
 - 4. In industrial zones.
 - 5. In commercial zones.
 - 6. In residential zones, subject to additional restrictions set forth herein.
- C. When located on any existing non-residential building or structure or on any existing utility pole provided such location complies with all of the following:
 - 1. The collocation is in full compliance with the California Public Utilities Commission Joint Pole Association General Order 95, Rule 94, and any other applicable state or federal regulations; and

2. Existing Major Wireless Communications Facility to be utilized for collocation shall previously be granted with a Conditional Use Permit or a Director's Review approval, including modification of an existing Conditional Use Permit or Director's Review: and
3. All accessory equipment and enclosures shall be located underground or screened from public view as approved in writing by the Director; and
4. Unless shown in the submitted application documentation to not be technically and/or commercially feasible, all antennas and/or antenna panels shall be flush mounted and limited in number to that amount necessary to achieve the required coverage described in said documentation.
5. The proposed facility will replace or modify an existing facility for purposes of collocation.
6. The proposed facility will be designed and constructed in a manner to allow for future collocation of an additional wireless communication carrier provided the applicant submits written documentation that shows:

A more preferable location, as determined by reference to Section 17.40.662 (2) cannot be reasonably accommodated by the applicant due to technical requirements of the proposed facility including, but not limited to, coverage requirements imposed by the Federal Communications Commission (FCC) or otherwise by law, or due to other factors beyond the applicant's reasonable control. For the purposes of this Chapter, all distances shall be measured in a straight line without regard to intervening structures, from the nearest point of the proposed Major Wireless Communications Facility to the nearest property line of any residential land use, or to the nearest point of another Major Wireless Communications Facility.

D. General Development Requirements.

1. As part of the application process, each wireless communications facility applicant may, at the discretion of the Director, be required to provide written documentation demonstrating good faith efforts in locating facilities in accordance with the Site Selection Guidelines (order of preference). Such documentation shall include at minimum a coverage map (before and as proposed) and analysis of alternative sites.
2. Wireless communications facilities shall not bear any signs or advertising devices other than certification, warning, or other

required seals or legally required signage. Advertising of any kind on the facility is prohibited.

3. All accessory equipment associated with the operation of the wireless communications facility shall be located within a building, enclosure, or underground vault that complies with the development standards of the zone in which the accessory equipment is located, subject to City approval. If the equipment is permitted to be located above ground, it shall be visually compatible with the surrounding buildings and include sufficient landscaping to screen the structure from view.
4. Wireless communications facilities shall be subdued colors and non-reflective materials, which blend with surrounding materials and colors.
5. All screening for building-mounted facilities shall be compatible with the existing architecture, color, texture, and/or materials of the building.
6. Monopoles and antennas shall be no greater in diameter or other cross-sectional dimensions than is necessary for the proper functioning of the wireless communications facility. The applicant shall provide documentation satisfactory to the Director establishing compliance with this subsection.
7. Proof of Federal Communications Commission and Federal Aviation Administration approvals shall be provided prior to building permit issuance.
8. Where possible, wireless telecommunication facilities shall be integrated into the design of the existing buildings on-site.
9. Wireless telecommunication facilities, including equipment buildings and cabinetry shall be treated to match existing buildings on-site.
10. Wireless telecommunication facilities shall be painted with a non-reflective finish in a color to be determined by the approving authority which best matches the background environment color. Primarily, colors shall be light blue where the predominant background for the structure is above the horizon and beige where the background is the mountains or desert.
11. Lighting, other than required safety lights, is prohibited.
12. Construction and operation of a wireless telecommunication facility shall meet the noise standards identified in the City of Lancaster's

General Plan (Table 3-1) and adhere to the City's Noise Ordinance (Chapter 8.24 of the Lancaster Municipal Code). A detailed noise study by a qualified acoustical engineer may be required to document that the noise levels meet the required levels and to determine any necessary attenuation measures.

13. Anti-climbing devices are required.
14. Any required parking or landscaping displaced by the construction of a wireless telecommunication facility shall be replaced on-site or additional review for off-site parking shall be required. Landscape plans shall be submitted according to the most recent landscape ordinance, as necessary.
15. Wireless telecommunication facilities shall not be placed where they will cause interference with the operation of other wireless telecommunication facilities, wind energy conversion systems or solar power systems.

The Development Services Director, or their designee, or the Planning Commission, as appropriate, can require additional design criteria or other information as deemed necessary to integrate the proposed wireless telecommunication facilities with the surrounding area.

17.40.665 – Submittal Requirements for Wireless Telecommunication Facilities within the Public Right-of-Way

- A. All wireless telecommunication facilities which are installed, erected, co-located, or modified within the City right-of-way following the effective date of the ordinance codified in this chapter shall conform to the following requirements.
- B. All equipment shall be associated with a specific provider and the GPS coordinates of any nodes to be connected to must be provided. No applications will be accepted for equipment if the provider is not identified in advance and the GPS coordinates of the connecting nodes are not provided.
- C. Wireless facilities applications proposed for location in the public right-of-way that conform to the requirements in Section 17.40.675 shall be submitted to the Development Services Department for processing. Any request for a deviation from the requirements shall require the Director of Development Services' review and approval.
- D. Any applicant that seeks approval for five or more wireless telecommunications facilities in the public right-of-way within a 24-month period, either individually or cumulatively, shall submit a Director's Review application. Approved facilities shall require subsequent individual permitting from Building and Safety.
- E. Installation of wireless telecommunications facilities within the City right-of-way will be permitted subject to issuance of a Master Telecommunications Agreement,

encroachment permit, and payment of applicable permit fees. The City Engineer or his designee will review and approve encroachment permit applications from carriers which hold a Certificate of Public Convenience and Necessity (CPCN) from the California Public Utilities Commission (CPUC) subject to the criteria contained in this section. A Removal or Relocation Security, and a certificate of general liability insurance and commercial automobile liability insurance in a form and amount acceptable to the City must be submitted prior to issuance of the permit, and maintained for as long as the facilities exist within the City right-of-way.

- F. In addition to the requirements found in this chapter, every wireless telecommunication facility request within the public right-of-way must be accompanied by the following prior to review:
1. Elevations showing the height of the proposed facility, location and placement of any related equipment, and the height of other structures within a 60-foot radius from the proposed location;
 2. A completed Master Telecommunications Agreement;
 3. Photos of the site with a rendering of the proposed facility taken from a minimum of three directions;
 4. A written description and map identifying the location of the proposed facility in relation to all existing and planned facilities within a two (2) mile radius maintained within the City by each of the applicant, operator, and owner, with an explanation of the facility's purpose to address service coverage or capacity, and graphic and/or written evidence which demonstrates the inability of existing facilities to meet the need met by the new facility.

17.40.666 – Development and Design Standards for Wireless Telecommunication Facilities in the Public Right-of-Way.

All wireless telecommunications facilities that are located within the public right-of-way shall be designed and maintained as to minimize visual, noise, and other impacts on the surrounding community and shall be planned, designated, located, and erected in accordance with the following:

- A. Wireless telecommunication facilities in the public right-of-way shall not alter vehicular circulation or parking in the public right-of-way, nor impede vehicular or pedestrian access or visibility along any public right-of-way. No facility shall interfere with the use of City property or the public right-of-way, nor any City or public utility facility located in the public right-of-way, nor any reasonable expectation of future City, general public, or public utility use of the public right-of-way. Any such facility shall be moved, permanently or temporarily, at the permittee's expense, as determined by the Director of Development Services.

B. In no case shall a new facility be erected adjacent to vacant land unless there is an approved project or site plan associated with the parcel and the applicant assumes responsibility for moving the facility, permanently or temporarily, at the permittee's expense, should the facility become incompatible due to revision or cancellation of the project or plan, as determined by the Director of Development Services. If the facility is required to be to be moved, the permittee has 180 days (6 months) to move the facility from the date of notification.

C. Location. Wireless telecommunication facilities in the public right-of-way shall be developed in the following manner in order of preference:

1. Co-located on an existing City-owned light pole in any zone except residential, provided the facility conforms to the design guidelines and is located on a primary or secondary arterial street. The permittee shall enter into a facilities lease agreement with the City for the use of the pole.
2. A new light pole in any zone except residential, provided the facility conforms to the design guidelines, is located on a primary or secondary arterial street, and is proposed in a location with an approved site plan or map that is in the permitting process at the time of application.
3. A co-located facility, replacement light pole, or new light pole proposed in a residential zone shall require a Director's Review.

D. Design

1. Wireless communication facilities shall not bear any signs or advertising devices other than certification, warning, or other required seals or required signage.
2. All antennas shall meet the minimum siting distances to habitable structures required for compliance with Federal Communications Commission (FCC) regulations and standards governing the environmental effects of radio frequency emissions.
3. No more than one (1) antenna assembly may be attached to a light pole.
4. All cabling and wiring shall be run through the interior of the pole. No exposed slack or extra cable is allowed.
5. An antenna assembly must be mounted to the top of the pole, or flush to the pole near the top.
6. A flush-mounted antenna assembly may not exceed a total volume of 3 cubic feet. A cylindrical antenna assembly shall not exceed 5

feet above the existing height of a light pole or 50% larger than the top diameter of the pole, whichever is less, unless additional separation is required for conformance with CPUC General Order 95 clearance requirements.

7. No portion of the antenna or transmission equipment mounted on a pole may be less than 16 feet above any road surface to minimize potential safety conflicts with users of said roadway.
8. All parts of the antenna assembly shall be completely shrouded with no exposed components or mounting apparatus.
9. The facility shall comply with all applicable sections of the City of Lancaster's adopted Building Code.
10. Replacement Poles. If an applicant proposes to replace a pole in order to accommodate a proposed facility, the pole shall be designed to resemble the appearance and dimensions of existing poles near the proposed location, including size, height, color, materials, and style to the maximum extent feasible.
11. New Poles. The model of new pole shall be determined by the City and will be either a) the same model and manufacturer normally required for the location, or b) the equivalent to a Replacement Pole for the required model should that model not be able to accommodate the facility.

E. Support Equipment

To preserve community aesthetics, all facility equipment, excluding antennas, aboveground vents and the smallest possible electrical meter boxes, shall to the greatest extent possible be required to be located underground, flush to the finished grade, shall be fully enclosed, and not cross property lines. Equipment may include, but not be limited to, the following: meter pedestals, fiber optic nodes, radio remote units or heads, power filters, cables, cabinets, vaults, junction or power boxes, and gas generators. Wherever possible, electrical meter boxes related to wireless facilities shall be appropriately screened, not visible to the general public, and located in less prominent areas within the public right-of-way. Where it can be demonstrated that undergrounding of equipment is infeasible due to conflict with other utilities, the City Engineer may approve alternative above grade equipment mounting, including pole mounting, when adequately screened from public view. Any approved above grade equipment must be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, or to otherwise inconvenience public use of the right-of-way, or create safety hazards to pedestrians or motorists.

17.40.668 –Removal of Wireless Telecommunication Facilities within the Public Right-of-Way

- A. Any wireless telecommunication facility in the public right of way may at any time be required to be removed and/or relocated by the City at the owner's expense for any reason including, but not limited to, street reconstruction or widening.
- B. In the event that the wireless telecommunication facility is deemed to be unsafe or unstable due to damage as a result of an act of nature (e.g., severe wind storm, etc.), vandalism, or any other such incident, the facility shall be removed immediately. If the owner of the telecommunications facility does not remove the facility immediately as requested, the City shall remove the structure and bill the owner. The owner shall have the right to rebuild the structure in the same location

17.40.670 – Submittal Requirements for Wireless Telecommunication Facilities on Private Property.

- A. Prior to review, every wireless telecommunication facility request must be accompanied by the following:
 - 1. A site plan showing the locations of existing structures, parking facilities, driveways, landscaping, conduit, fiber, and other relevant infrastructure and information on-site as well as the location of adjacent buildings and structures within a distance equal to the height of the proposed facility or 60 feet, whichever is greater, measured from the base of the support structure;
 - 2. Detailed engineering plans for the proposed facility including GPS coordinates on a Datum, Reference and at an accuracy acceptable to the City; and depth and size of all conduit and fiber locations;
 - 3. Elevations showing the height of the proposed facility, cabinetry or equipment buildings supporting the facility, and the height of other structures on-site;
 - 4. Property owner's authorization for establishment of a wireless telecommunication facility. Include a copy of the lease agreement with a statement regarding liability for future removal of the structure;
 - 5. Proof of Federal Communications Commission licensing;
 - 6. A map or narrative of other facilities proposed or existing to support the proposed facility including identification of the carrier the connection is being made for and the GPS coordinates of the nodes being connected to.

- B. Prior to review, major wireless telecommunications facilities (including stealth and co-located facilities) must be accompanied by the following:
1. Photos of the site taken from a minimum of four directions with an emphasis on the worst case scenario as seen from the most visually sensitive adjacent use or street right-of-way.
 2. A rendering of the proposed facility superimposed upon a photograph of the site.
 3. A siting statement describing the method used to determine the height and location of the facility. Describe how other alternative sites would not be feasible.
 4. A co-location statement, which is a written statement indicating that the applicant will accept collocation of other wireless telecommunication facilities at the proposed location in good faith and that an exclusive lease agreement will not be signed between the owner of the property and the wireless telecommunication facilities provider.
 5. Proof of Public Utilities Commission license for the applicant to provide service in this area.

17.40.675 – Work Standards

- A. All work shall be done in a good and skillful manner, subject to the inspection and reasonable satisfaction of the City. All work shall comply with standards imposed by City ordinance and be conducted with the least possible hindrance or interference to the public right-of-way and City property. The telecommunications facility shall occupy the smallest space necessary and be installed in such a manner as to not unreasonably hinder the future installation of co-located facilities.
- B. The operator/applicant shall be responsible for any damage to City street pavement, existing utilities, curbs, gutters, sidewalks or to any private property or improvements, including but not limited to subsidence, cracking, erosion, collapse, weakening, or loss of lateral support, to the extent caused by its installation, maintenance, repair or removal of its wireless telecommunication facility and shall repair, replace and restore in kind any such damaged facilities at its sole expense and to the reasonable satisfaction of the City.
- C. If the public right-of-way to be utilized has preexisting installation(s) placed in said right-of-way, the operator/applicant shall assume the responsibility to verify the location of the preexisting installation and notify City and any third party of the proposed installation. The reasonable cost of any work required of such third party or City to provide adequate space or required clearance to accommodate the installation shall be borne solely by the operator/applicant.

- D. The operator/applicant shall be responsible for ensuring that the work of employees, contractors, subcontractors, agents, representative and permitted assigns is performed consistent with applicable laws and shall be responsible for acts or omissions of such third parties including responsibility for promptly correcting acts or omissions.

17.40.680 - Performance Standards

No wireless communication facility shall interfere with any public safety radio communications system. Wireless communication facilities shall comply with all FCC rules and regulations regarding the avoidance, mitigation, and abatement of any such interference

17.40.681 - Abandonment

- A. A wireless communications facility is considered abandoned and shall be promptly removed as provided herein if it ceases to provide wireless communication services for 180 or more days. Such removal shall be in accordance with proper health and safety requirements and all ordinances, rules, and regulations of the City.
- B. A written notice of the determination of abandonment shall be sent by first class mail, or personally delivered, to the operator of the wireless communications facility at said operator's business address on file with the City. The operator shall remove all facilities within 30 days of the date of such notice unless, within 10 business days of the date of said notice, the operator appeals such determination, in writing, to the Planning Commission. The Director shall schedule a hearing on the matter to be conducted before the Planning Commission at which time the operator may present any relevant evidence on the issue of abandonment. The Planning Commission may affirm, reverse, or modify with or without conditions the original determination of abandonment and shall make written findings in support of its decision. The decision of the Planning Commission shall be final.
- C. Any wireless communications facility determined to be abandoned and not removed within the 30-day period from the date of notice, or where an appeal has been timely filed, within such time as prescribed by the Planning Commission following its final determination of abandonment, shall be in violation of this Chapter, and the operator of such facility shall be subject to the penalties prescribed herein. Facilities determined to be abandoned and not removed within the time limits prescribed herein hereby are deemed to be a nuisance and, alternative to the procedure described above, may be abated as a nuisance in any manner provided by law.

17.40.682 - Deployment of Temporary Facilities

A temporary wireless communication facility may be deployed subject to approval by the Director and the following:

- A. A permanent wireless communication facility has been approved for the property in question.
- B. The temporary facility was approved as part of the Conditional Use Permit or other discretionary application.
- C. The facility is deployed for no more than six (6) months, provided that two extensions may be granted by the Director; however, the total period shall not exceed one (1) year.

17.40.683 – Notifications.

All notifications with respect to this ordinance shall be provided via certified, return receipt mail and addressed to the applicant, property owner identified in the lease (private property) and/or the entity identified in the Master Telecommunications Agreement (public right-of-way).

17.40.684 – Relationship to State and Federal Law.

Wireless telecommunication facilities are heavily regulated by both state and federal law. If and to the extent there is any conflict between any provision of this article and any applicable provision of federal law, the federal law shall control and the conflicting provision of this article shall have no force or effect. If and to the extent there is any conflict between any provision of this article and any applicable provision of state law, the state law shall control and the conflicting provision of this article shall have no force or effect.

17.40.685 – Severability.

If any section, sentence, clause or phrase of this article is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this article. The city council declares that it would have passed the ordinance codified in this article and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, sentences, clauses or phrases may be declared invalid or unconstitutional.

Definitions

Antenna: A device used in wireless communications which radiates and/or receives commercial cellular, personal communication service, and/or data radio signals. “Antenna” shall not include any satellite dish antenna or any antenna utilized for amateur radio, citizens band radio, television, AM/FM, or shortwave radio reception purposes.

Building-Mounted: Mounted to the side of a building, to the façade of a building, or to the side of another structure such as a water tank, church steeple, freestanding sign, utility tower, light pole, or similar structure, but not to include the roof of any structure.

Cellular: An analog or digital wireless communication technology that is based on a system of interconnected neighboring cell sites.

GPS Coordinates: “GPS Coordinates” means a system used in geography that enables every location on earth to be specified by a set of numbers, letters or symbols. GPS coordinates are usually expressed as the combination of latitude and longitude.

Ground-Mounted: Mounted to a pole, monopole, tower, or other freestanding structure specifically constructed for the purpose of supporting an antenna.

Major Wireless Telecommunication Facilities: “Major wireless telecommunication facilities” means self-supporting, ground mounted facilities that exceed the maximum allowable height in the zone in which they are located. These facilities require Federal Communications Commission and Federal Aviation Administration review. The design of these structures shall best match the background color scheme as seen from the primary roadways adjacent to the site. Ground mounted cabinetry shall complement the adjacent buildings in color and material treatment. Typical major wireless telecommunication facilities include ~~paging and~~ data transfer services or personal communication services (PCS), and cellular telephone towers.

Monopole: A structure composed of a single spire, pole, or tower used to support antennas or related equipment.

Mounted: Attached or supported.

Personal Communication Service: Digital low-power, high-frequency commercial wireless radio communication technology that has the capacity for multiple communication services and the routing of calls to individuals, regardless of location.

Nodes: “Nodes” means a connection point, redistribution point, or communication endpoint (e.g., data terminal equipment) within a telecommunications network.

Roof-Mounted: Mounted above the eave line of a building.

Service Provider, telecommunications: “Service provider” means an entity that has traditionally provided telephone and similar services. This includes incumbent local exchange carriers, competitive local exchange carriers, and mobile wireless communication companies. Examples include Verizon, AT & T, and Sprint.

Temporary Wireless Communications Facility: A wireless communications facility that is kept portable or mobile and deployed while a permanent facility is under construction.

Utility Pole: Any pole or tower owned by any utility company that is primarily used to support wires or cables necessary to the provision of electrical or other utility services regulated by the California Public Utilities Commission.

Article XIII – Wireless Telecommunication Facilities

17.40.640 – Purpose and intent.

- A. The purpose and intent of this article shall be to establish standards for the placement and use of wireless telecommunication facilities in all zones in which they are allowed within the City of Lancaster. These requirements provide incentives for well-designed and well placed telecommunication facilities by simplifying and shortening the review process, where warranted, while at the same time protecting the public interest. It is the City's intent, in establishing these standards, to allow for the development of wireless communication facilities where needed in accordance with the Telecommunications Act of 1996, while maintaining development standards and permitting requirements consistent with state law.
- B. ~~The desired city priority for the placement of wireless telecommunication facilities is first, the construction of a stealth or co-located facility in the applicable zone. Second most desirable method is the construction of a co-located facility including locating facilities on existing city owned property. The third, construction of a nonstealth wireless telecommunication facilities within the height limit, and the least desired wireless telecommunication facilities is the construction of a new major facility requiring a conditional use permit.~~

17.40.650 – Applicability.

These standards are applicable to all wireless telecommunication facilities in all zones and in the public right-of-way where they are allowed. These standards do not apply to ~~personal or~~ noncommercial radio or television antennas, which shall be subject to the specific requirements for the zone in which they are located ~~shall apply~~.

17.40.660 – Permit Requirements

- A. Mini, Minor, Stealth and Major wireless communication facilities shall require a Directors Review unless they exceed the allowed height for the zone in which they are located. In the event height is exceeded, a Conditional Use Permit shall be required. All wireless communication facilities shall comply with the development standards and submittal requirements identified within this Article.
- B. Major wireless communication facilities in the residential zones shall require a Conditional Use Permit.
- C. Wireless communication facilities on City property or within the public right-of-way shall comply with the required permitting process as indicated in Lancaster Municipal Code Sections 17.40.665-17.40.666

17.40.661 - Collocations

- A. Notwithstanding any other provision of this Chapter, the collocation of a new wireless communication facility on an existing major wireless communication facility that (i) was approved after January 1, 2007, by discretionary permit; (ii) was approved subject to an

environmental impact report, negative declaration, or mitigated negative declaration; and (iii) otherwise complies with the requirements of Government Code §65850.6(b) for wireless communication collocation facilities shall not be required to obtain another discretionary permit approval, but shall be required to obtain all other applicable non-discretionary permit(s), as specified by this Title and the City-adopted Building Code, provided such collocation does not increase the height or change the location of the existing wireless facility or otherwise change the bulk, size, or other physical attributes of the existing permitted wireless communication facility.

B. The proposed collocation of a new wireless communication facility on an existing minor or major wireless communication facility that meets all of the requirements stated in the above paragraph may include new appurtenant equipment boxes or shelter units that are colored and/or disguised to match the existing equipment boxes or shelter units and that do not exceed the total volume of equipment boxes utilized by the existing wireless communication collocation facility per Section 6409 (a).

C. The proposed collocation of a new wireless communication facility on an existing major wireless communication facility that meets all of the requirements stated in the above paragraphs may not include the following:

1. More additional surface area of antennas than is being utilized by the existing wireless communication collocation facility, provided all antennas are colored and/or disguised to match the existing facility.

2. Any additional tower or additional support structure than is shown in plans and specifications to be reasonably necessary to collocate the permitted antenna panels on the existing wireless communication facility. Unless otherwise approved in writing by the Director, and except as provided in this subsection, installation of all collocation accessory equipment and enclosures shall comply with the requirements of this Chapter.

D. Except as otherwise provided above, a Director's Review may be required when the proposed collocation facility:

1. Increases the height of the existing permitted tower/structure or otherwise changes the bulk, size, location, or any other physical attributes of the existing permitted wireless communication facility; or

2. Adds any microwave dish or other antenna not expressly permitted to be included in a collocation facility by this Section; or

3. Collocates on an existing legally permitted wireless communication facility; or

4. Will serve or be operated by more than one wireless services provider, unless an additional provider has properly obtained a written authorization from the Director after consideration of the factors applicable to administrative approval of

collocation facilities set forth above in this Section, the size of the additional, proposed facility, and the potential visual or other impact of the proposed facility.

17.40.6602 – ~~Submittal requirements~~ Development Criteria.

A. Screening and Site Selection Guidelines. The following screening and site selection guidelines apply to all wireless communication facilities:

1. Stealth facilities and concealed antennas are preferred.
2. Wireless communications facilities shall be located where the existing topography, vegetation, buildings, or other structures provide the greatest amount of screening. Where insufficient screening exists, applicants shall provide screening satisfactory to the Development Services Director, or as otherwise required herein.
3. Ground-mounted wireless communications facilities shall be located only in close proximity to existing above-ground utilities, such as electrical towers or utility poles (which are not scheduled for removal or undergrounding for at least 18 months after the date of application), light poles, trees of comparable heights, and in areas where they will not detract from the appearance of the City.

B. Wireless communication facilities shall be located in the following order of preference:

1. Collocated with existing wireless communications facilities.
2. On existing structures such as buildings, communication towers, or utility facilities.
3. On an existing signal, power, light, or similar kinds of poles.
4. In industrial zones.
5. In commercial zones.
6. In residential zones, subject to additional restrictions set forth herein.

C. When located on any existing non-residential building or structure or on any existing utility pole provided such location complies with all of the following:

1. The collocation is in full compliance with the California Public Utilities Commission Joint Pole Association General Order 95, Rule 94, and any other applicable state or federal regulations; and
2. Existing Major Wireless Communications Facility to be utilized for collocation shall previously be granted with a Conditional Use Permit or a Director's Review approval, including modification of an existing Conditional Use Permit or Director's Review; and
3. All accessory equipment and enclosures shall be located underground or screened from public view as approved in writing by the Director; and

4. Unless shown in the submitted application documentation to not be technically and/or commercially feasible, all antennas and/or antenna panels shall be flush mounted and limited in number to that amount necessary to achieve the required coverage described in said documentation.
5. The proposed facility will replace or modify an existing facility for purposes of collocation.
6. The proposed facility will be designed and constructed in a manner to allow for future collocation of an additional wireless communication carrier provided the applicant submits written documentation that shows:

A more preferable location, as determined by reference to Section 17.40.662 (2) cannot be reasonably accommodated by the applicant due to technical requirements of the proposed facility including, but not limited to, coverage requirements imposed by the Federal Communications Commission (FCC) or otherwise by law, or due to other factors beyond the applicant's reasonable control. For the purposes of this Chapter, all distances shall be measured in a straight line without regard to intervening structures, from the nearest point of the proposed Major Wireless Communications Facility to the nearest property line of any residential land use, or to the nearest point of another Major Wireless Communications Facility.

D. General Development Requirements.

1. As part of the application process, each wireless communications facility applicant may, at the discretion of the Director, be required to provide written documentation demonstrating good faith efforts in locating facilities in accordance with the Site Selection Guidelines (order of preference). Such documentation shall include at minimum a coverage map (before and as proposed) and analysis of alternative sites.
2. Wireless communications facilities shall not bear any signs or advertising devices other than certification, warning, or other required seals or legally required signage. Advertising of any kind on the facility is prohibited.
3. All accessory equipment associated with the operation of the wireless communications facility shall be located within a building, enclosure, or underground vault that complies with the development standards of the zone in which the accessory equipment is located, subject to City approval. If the equipment is permitted to be located above ground, it shall be visually compatible with the surrounding buildings and include sufficient landscaping to screen the structure from view.
4. Wireless communications facilities shall be subdued colors and non-reflective materials, which blend with surrounding materials and colors.
5. All screening for building-mounted facilities shall be compatible with the existing architecture, color, texture, and/or materials of the building.

6. Monopoles and antennas shall be no greater in diameter or other cross-sectional dimensions than is necessary for the proper functioning of the wireless communications facility. The applicant shall provide documentation satisfactory to the Director establishing compliance with this subsection.
7. Proof of Federal Communications Commission and Federal Aviation Administration approvals shall be provided prior to building permit issuance.
8. Where possible, wireless telecommunication facilities shall be integrated into the design of the existing buildings on-site.
9. Wireless telecommunication facilities, including equipment buildings and cabinetry shall be treated to match existing buildings on-site.
10. Wireless telecommunication facilities shall be painted with a non-reflective finish in a color to be determined by the approving authority which best matches the background environment color. Primarily, colors shall be light blue where the predominant background for the structure is above the horizon and beige where the background is the mountains or desert.
11. Lighting, other than required safety lights, is prohibited.
12. Construction and operation of a wireless telecommunication facility shall meet the noise standards identified in the City of Lancaster's General Plan (Table 3-1) and adhere to the City's Noise Ordinance (Chapter 8.24 of the Lancaster Municipal Code). A detailed noise study by a qualified acoustical engineer may be required to document that the noise levels meet the required levels and to determine any necessary attenuation measures.
13. Anti-climbing devices are required.
14. Any required parking or landscaping displaced by the construction of a wireless telecommunication facility shall be replaced on-site or additional review for off-site parking shall be required. Landscape plans shall be submitted according to the most recent landscape ordinance, as necessary.
15. Wireless telecommunication facilities shall not be placed where they will cause interference with the operation of other wireless telecommunication facilities, wind energy conversion systems or solar power systems.

The Development Services Director, or their designee, or the Planning Commission, as appropriate, can require additional design criteria or other information as deemed necessary to integrate the proposed wireless telecommunication facilities with the surrounding area.

~~A. Due to the sensitive nature of some of the required submittal information, any document submitted by the applicant marked confidential shall be placed on file with the city clerk's~~

~~department and not made public information. Prior to review, every wireless telecommunication facilities request must be accompanied by the following:~~

- ~~1. A site plan showing the locations of existing structures, parking facilities, landscaping and other relevant information on site as well as the location of adjacent building and structures within a distance equal to the height of the proposed facility measured from the base of the support structure;~~
 - ~~2. Elevations showing the height of the proposed facility, cabinetry or equipment buildings supporting the facility, and the height of other structures on site;~~
 - ~~3. Property owner's authorization for establishment of a wireless telecommunication facilities. Include a copy of the lease agreement with a statement regarding liability for future removal of the structure, if applicable;~~
 - ~~4. Proof of Federal Communications Commission licensing;~~
 - ~~5. A map or narrative of other facilities proposed or existing to support the proposed facility.~~
- ~~B. Prior to review, major wireless telecommunication facilities (including stealth and co-located facilities) must be accompanied by the following:~~
- ~~1. Photos of the site taken from a minimum of four directions with an emphasis on the worst case scenario as seen from the most visually sensitive adjacent use or street right of way.~~
 - ~~2. A siting statement describing the method used to determine the height and location of the facility. Describe how other alternative sites would not be feasible.~~
 - ~~3. A co-location statement, which is a written statement indicating that the applicant will accept collocation of other wireless telecommunication facilities at the proposed location in good faith and that an exclusive lease agreement will not be signed between the owner of the property and the wireless telecommunication facilities provider.~~
 - ~~4. Proof of Public Utilities Commission license for the applicant to provide service in this area.~~

17.40.665 – Submittal Requirements for Wireless Telecommunication Facilities within the Public Right-of-Way

- A. All wireless telecommunication facilities which are installed, erected, co-located, or modified within the City right-of-way following the effective date of the ordinance codified in this chapter shall conform to the following requirements.
- B. All equipment shall be associated with a specific provider and the GPS coordinates of any nodes to be connected to must be provided. No applications will be accepted for equipment if the provider is not identified in advance and the GPS coordinates of the connecting nodes are not provided.
- C. Wireless facilities applications proposed for location in the public right-of-way that conform to the requirements in Section 17.40.675 shall be submitted to the Development

Services Department for processing. Any request for a deviation from the requirements shall require the Director of Development Services' review and approval.

- D. Any applicant that seeks approval for five or more wireless telecommunications facilities in the public right-of-way within a 24-month period, either individually or cumulatively, shall submit a Director's Review application. Approved facilities shall require subsequent individual permitting from Building and Safety.
- E. Installation of wireless telecommunications facilities within the City right-of-way will be permitted subject to issuance of a Master Telecommunications Agreement, encroachment permit, and payment of applicable permit fees. The City Engineer or his designee will review and approve encroachment permit applications from carriers which hold a Certificate of Public Convenience and Necessity (CPCN) from the California Public Utilities Commission (CPUC) subject to the criteria contained in this section. A Removal or Relocation Security, and a certificate of general liability insurance and commercial automobile liability insurance in a form and amount acceptable to the City must be submitted prior to issuance of the permit, and maintained for as long as the facilities exist within the City right-of-way.
- F. In addition to the requirements found in this chapter, every wireless telecommunication facility request within the public right-of-way must be accompanied by the following prior to review:
1. Elevations showing the height of the proposed facility, location and placement of any related equipment, and the height of other structures within a 60-foot radius from the proposed location;
 2. A completed Master Telecommunications Agreement;
 3. Photos of the site with a rendering of the proposed facility taken from a minimum of three directions;
 4. A written description and map identifying the location of the proposed facility in relation to all existing and planned facilities within a two (2) mile radius maintained within the City by each of the applicant, operator, and owner, with an explanation of the facility's purpose to address service coverage or capacity, and graphic and/or written evidence which demonstrates the inability of existing facilities to meet the need met by the new facility.

17.40.666 – Development and Design Standards for Wireless Telecommunication Facilities in the Public Right-of-Way

All wireless telecommunications facilities that are located within the public right-of-way shall be designed and maintained as to minimize visual, noise, and other impacts on the surrounding community and shall be planned, designated, located, and erected in accordance with the following:

- A. Wireless telecommunication facilities in the public right-of-way shall not alter vehicular circulation or parking in the public right-of-way, nor impede vehicular or pedestrian access

or visibility along any public right-of-way. No facility shall interfere with the use of City property or the public right-of-way, no any City or public utility facility located in the public right-of-way, no any reasonable expectation of future City, general public, or public utility use of the public right-of-way. Any such facility shall be moved, permanently or temporarily, at the permittee's expense, as determined by the Director of Development Services.

B. In no case shall a new facility be erected adjacent to vacant land unless there is an approved project or site plan associated with the parcel and the applicant assumes responsibility for moving the facility, permanently or temporarily, at the permittee's expense, should the facility become incompatible due to revision or cancellation of the project or plan, as determined by the Director of Development Services. If the facility is required to be to be moved, the permittee has 180 days (6 months) to move the facility from the date of notification.

C. Location. Wireless telecommunication facilities in the public right-of-way shall be developed in the following manner in order of preference:

1. Co-located on an existing City-owned light pole in any zone except residential, provided the facility conforms to the design guidelines and is located on a primary or secondary arterial street. The permittee shall enter into a facilities lease agreement with the City for the use of the pole.

2. A new light pole in any zone except residential, provided the facility conforms to the design guidelines, is located on a primary or secondary arterial street, and is proposed in a location with an approved site plan or map that is in the permitting process at the time of application.

3. A co-located facility, replacement light pole, or new light pole proposed in a residential zone shall require a Director's Review.

D. Design

1. Wireless communication facilities shall not bear any signs or advertising devices other than certification, warning, or other required seals or required signage.

2. All antennas shall meet the minimum siting distances to habitable structures required for compliance with Federal Communications Commission (FCC) regulations and standards governing the environmental effects of radio frequency emissions.

3. No more than one (1) antenna assembly may be attached to a light pole.

4. All cabling and wiring shall be run through the interior of the pole. No exposed slack or extra cable is allowed.

5. An antenna assembly must be mounted to the top of the pole, or flush to the pole near the top.

6. A flush-mounted antenna assembly may not exceed a total volume of 3 cubic feet. A cylindrical antenna assembly shall not exceed 5 feet above the existing height of

a light pole or 50% larger than the top diameter of the pole, whichever is less, unless additional separation is required for conformance with CPUC General Order 95 clearance requirements.

7. No portion of the antenna or transmission equipment mounted on a pole may be less than 16 feet above any road surface to minimize potential safety conflicts with users of said roadway.
8. All parts of the antenna assembly shall be completely shrouded with no exposed components or mounting apparatus.
9. The facility shall comply with all applicable sections of the City of Lancaster's adopted Building Code.
10. Replacement Poles. If an applicant proposes to replace a pole in order to accommodate a proposed facility, the pole shall be designed to resemble the appearance and dimensions of existing poles near the proposed location, including size, height, color, materials, and style to the maximum extent feasible.
11. New Poles. The model of new pole shall be determined by the City and will be either a) the same model and manufacturer normally required for the location, or b) the equivalent to a Replacement Pole for the required model should that model not be able to accommodate the facility.

E. Support Equipment

To preserve community aesthetics, all facility equipment, excluding antennas, aboveground vents and the smallest possible electrical meter boxes, shall to the greatest extent possible be required to be located underground, flush to the finished grade, shall be fully enclosed, and not cross property lines. Equipment may include, but not be limited to, the following: meter pedestals, fiber optic nodes, radio remote units or heads, power filters, cables, cabinets, vaults, junction or power boxes, and gas generators. Wherever possible, electrical meter boxes related to wireless facilities shall be appropriately screened, not visible to the general public, and located in less prominent areas within the public right-of-way. Where it can be demonstrated that undergrounding of equipment is infeasible due to conflict with other utilities, the City Engineer may approve alternative above grade equipment mounting, including pole mounting, when adequately screened from public view. Any approved above grade equipment must be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, or to otherwise inconvenience public use of the right-of-way, or create safety hazards to pedestrians or motorists.

17.40.668 – Removal of Wireless Telecommunication Facilities within the Public Right-of-Way

- A. Any wireless telecommunication facility in the public right of way may at any time be required to be removed and/or relocated by the City at the owner's expense for any reason including, but not limited to, street reconstruction or widening.
- B. In the event that the wireless telecommunication facility is deemed to be unsafe or unstable due to damage as a result of an act of nature (e.g., severe wind storm, etc.), vandalism, or any other such incident, the facility shall be removed immediately. If the owner of the

telecommunications facility does not remove the facility immediately as requested, the City shall remove the structure and bill the owner. The owner shall have the right to rebuild the structure in the same location

17.40.670 – ~~Design standards.~~ Submittal Requirements for Wireless Telecommunication Facilities on Private Property

A. Prior to review, every wireless telecommunication facility request must be accompanied by the following:

1. A site plan showing the locations of existing structures, parking facilities, driveways, landscaping, conduit, fiber, and other relevant infrastructure and information on-site as well as the location of adjacent buildings and structures within a distance equal to the height of the proposed facility or 60 feet, whichever is greater, measured from the base of the support structure;
2. Detailed engineering plans for the proposed facility including GPS coordinates on a Datum, Reference and at an accuracy acceptable to the City; and depth and size of all conduit and fiber locations;
3. Elevations showing the height of the proposed facility, cabinetry or equipment buildings supporting the facility, and the height of other structures on-site;
4. Property owner's authorization for establishment of a wireless telecommunication facility. Include a copy of the lease agreement with a statement regarding liability for future removal of the structure;
5. Proof of Federal Communications Commission licensing;
6. A map or narrative of other facilities proposed or existing to support the proposed facility including identification of the carrier the connection is being made for and the GPS coordinates of the nodes being connected to.

B. Prior to review, major wireless telecommunications facilities (including stealth and co-located facilities) must be accompanied by the following:

1. Photos of the site taken from a minimum of four directions with an emphasis on the worst case scenario as seen from the most visually sensitive adjacent use or street right-of-way.
2. A rendering of the proposed facility superimposed upon a photograph of the site.
3. A siting statement describing the method used to determine the height and location of the facility. Describe how other alternative sites would not be feasible.
4. A co-location statement, which is a written statement indicating that the applicant will accept collocation of other wireless telecommunication facilities at the proposed location in good faith and that an exclusive lease agreement will not be signed between the owner of the property and the wireless telecommunication facilities provider.

5. Proof of Public Utilities Commission license for the applicant to provide service in this area.

The following standards shall apply to all wireless telecommunication facilities:

- ~~A. Proof of Federal Communications Commission and Federal Aviation Administration approvals shall be provided prior to building permit issuance.~~
- ~~B. Where possible, wireless telecommunication facilities shall be integrated into the design of the existing buildings on site.~~
- ~~C. Wireless telecommunication facilities, including equipment buildings and cabinetry shall be treated to match existing buildings on site.~~
- ~~D. Wireless telecommunication facilities shall be painted with a nonreflective finish in a color to be determined by the approving authority which best matches the background environment color. Primarily, colors shall be light blue where the predominant background for the structure is above the horizon and beige where the background is the mountains or desert.~~
- ~~E. Lighting, other than required safety lights, is prohibited.~~
- ~~F. Anti-climbing devices are required.~~
- ~~G. Signage or advertising of any kind on the facility is prohibited.~~
- ~~H. Any required parking or landscaping displaced by the construction of a wireless telecommunication facilities shall be replaced on site or additional review for off site parking shall be required. Landscape plans shall be submitted according to Ordinance 629, as necessary.~~
- ~~I. Wireless telecommunication facilities shall not be placed where they will cause interference with the operation of other wireless telecommunication facilities, wind energy conversion systems or solar power systems.~~
- ~~J. The director of community development or the planning commission, as appropriate, can require additional design criteria or other information as deemed necessary to integrate the proposed wireless telecommunication facilities with the surrounding area.~~

~~**17.40.671—Design standards for mini and minor facilities.**~~

The following standards shall apply to mini and minor wireless telecommunications facilities:

- ~~—A. Ground mounted wireless telecommunications facilities and support equipment shall be screened from public view by vegetation or another acceptable material subject to director's discretion.~~
- ~~—B. Setbacks of the underlying zone of the subject site for mini and minor wireless telecommunications facilities shall apply.~~
- ~~—C. Operation of a backup generator shall be limited to power outages and for testing and maintenance purposes only.~~

~~**17.40.672—Design standards for major facilities.**~~

~~The following standards shall apply to every major wireless telecommunications facilities:~~

- ~~A. Construction and maintenance of the wireless telecommunications facility shall not impact surrounding streets or adjacent properties.~~
- ~~B. Storage of mobile or immobile equipment not directly supporting the facility on site is prohibited unless repairs to the facility are being made.~~
- ~~C. Operation of a backup generator shall be limited to power outages and for testing and maintenance purposes only.~~

17.40.675 – Work Standards

- A. All work shall be done in a good and skillful manner, subject to the inspection and reasonable satisfaction of the City. All work shall comply with standards imposed by City ordinance and be conducted with the least possible hindrance or interference to the public right-of-way and City property. The telecommunications facility shall occupy the smallest space necessary and be installed in such a manner as to not unreasonably hinder the future installation of co-located facilities.
- B. The operator/applicant shall be responsible for any damage to City street pavement, existing utilities, curbs, gutters, sidewalks or to any private property or improvements, including but not limited to subsidence, cracking, erosion, collapse, weakening, or loss of lateral support, to the extent caused by its installation, maintenance, repair or removal of its wireless telecommunication facility and shall repair, replace and restore in kind any such damaged facilities at its sole expense and to the reasonable satisfaction of the City.
- C. If the public right-of-way to be utilized has preexisting installation(s) placed in said right-of-way, the operator/applicant shall assume the responsibility to verify the location of the preexisting installation and notify City and any third part of the proposed installation. The reasonable cost of any work required of such third party or City to provide adequate space or required clearance to accommodate the installation shall be borne solely by the operator/applicant.
- D. The operator/applicant shall be responsible for ensuring that the work of employees, contractors, subcontractors, agents, representative and permitted assigns is performed consistent with applicable laws and shall be responsible for acts or omissions of such third parties including responsibility for promptly correcting acts or omissions.

17.40.680 – ~~Co-located and stealth facilities.~~ Performance Standards

No wireless communication facility shall interfere with any public safety radio communications system. Wireless communication facilities shall comply with all FCC rules and regulations regarding the avoidance, mitigation, and abatement of any such interference

- ~~A. Co-located wireless telecommunication facilities shall not require a significant change to the existing support structure, or increase the overall height of the existing facility. Any changes to the site shall be in compliance with the city Municipal Code.~~
- ~~B. A proposed stealth wireless telecommunications facility is unrecognizable as a wireless telecommunication facility, through enclosure within a building or structure, integration with building architecture, or camouflage features consistent with the surrounding area.~~

17.40.681 – Abandonment.

- A. A wireless communications facility is considered abandoned and shall be promptly removed as provided herein if it ceases to provide wireless communication services for 180 or more days. Such removal shall be in accordance with proper health and safety requirements and all ordinances, rules, and regulations of the City.
- B. A written notice of the determination of abandonment shall be sent by first class mail, or personally delivered, to the operator of the wireless communications facility at said operator's business address on file with the City. The operator shall remove all facilities within 30 days of the date of such notice unless, within 10 business days of the date of said notice, the operator appeals such determination, in writing, to the Planning Commission. The Director shall schedule a hearing on the matter to be conducted before the Planning Commission at which time the operator may present any relevant evidence on the issue of abandonment. The Planning Commission may affirm, reverse, or modify with or without conditions the original determination of abandonment and shall make written findings in support of its decision. The decision of the Planning Commission shall be final.
- C. Any wireless communications facility determined to be abandoned and not removed within the 30-day period from the date of notice, or where an appeal has been timely filed, within such time as prescribed by the Planning Commission following its final determination of abandonment, shall be in violation of this Chapter, and the operator of such facility shall be subject to the penalties prescribed herein. Facilities determined to be abandoned and not removed within the time limits prescribed herein hereby are deemed to be a nuisance and, alternative to the procedure described above, may be abated as a nuisance in any manner provided by law.

~~Any wireless telecommunication facilities not in operation for a consecutive period of 6 months shall be deemed abandoned and must be removed from the site within 12 months from the date of nonuse. If the owner of the wireless telecommunications facility does not respond to a request for removal of the structure within 30 days of receipt of the notice, the property owner will be notified to remove the structure. If the property owner does not comply with the request within 30 days, the City may remove the structure and lien the property.~~

17.40.682 – Deployment of Temporary Facilities

A temporary wireless communication facility may be deployed subject to approval by the Director and the following:

- A. A permanent wireless communication facility has been approved for the property in question.
- B. The temporary facility was approved as part of the Conditional Use Permit or other discretionary application.
- C. The facility is deployed for no more than six (6) months, provided that two extensions may be granted by the Director; however, the total period shall not exceed one (1) year.

17.40.683 - Notifications

All notifications with respect to this ordinance shall be provided via certified, return receipt mail and addressed to the applicant, property owner identified in the lease (private property) and/or the entity identified in the Master Telecommunications Agreement (public right-of-way).

17.40.684 – Relationship to State and Federal Law

Wireless telecommunication facilities are heavily regulated by both state and federal law. If and to the extent there is any conflict between any provision of this article and any applicable provision of federal law, the federal law shall control and the conflicting provision of this article shall have no force or effect. If and to the extent there is any conflict between any provision of this article and any applicable provision of state law, the state law shall control and the conflicting provision of this article shall have no force or effect.

17.40.685 – Severability

If any section, sentence, clause or phrase of this article is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this article. The city council declares that it would have passed the ordinance codified in this article and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, sentences, clauses or phrases may be declared invalid or unconstitutional.

STAFF REPORT
City of Lancaster

PH 2
12/10/19
JC

Date: December 10, 2019

To: Mayor Parris and City Council Members

From: Toi Chisom, Director of Administrative and Community Services

Subject: **TEFRA Hearing Approval of Public Charter School Facilities Bonds for Wonderful Foundations**

Recommendations:

- a. Conduct Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing to allow for public comment on the use of tax-exempt bond financing for Public Charter School Facilities Bonds for Wonderful Foundations.
- b. Adopt **Resolution No. 19-60**, pursuant to Section 147(f) of the Internal Revenue Code of 1986 approving the issuance and sale of qualified 501(c)(3) bonds as defined as defined by Section 145 of the Internal Revenue Code of 1986 (the Code), in one or more series from time to time pursuant to a plan of financing (the Bonds), in the amount not to exceed \$22,000,000.00.

Financial Impact:

None for this action. The City itself is not issuing the Tax-exempt Revenue Bonds or Notes, is not obligated to repay the Tax-exempt Revenue Bonds or Notes, and is not pledging or otherwise committing any of the City’s revenue or other assets to secure repayment of the Tax-exempt Revenue Bonds or Notes.

Background:

Wonderful Foundations (the Borrower) has submitted an application to the California Public Finance Authority (CalPFA) to issue bonds for financing and refinancing the acquisition of Lifelong Learning Administrative Corporation located at 177 Holston Drive in Lancaster, California, (the Project). The proceeds from the sale of the Bonds will be used to acquire multiple public charter school facilities. The public charter school facilities are expected to be acquired for no more than \$22,000,000.00. The Project will be owned by an affiliate of Wonderful Foundations, an Oregon nonprofit corporation described in Section 501(c)(3) of the Code.

The CalPFA is a political subdivision of the state of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt and taxable conduit bonds for public and private entities throughout California.

The Bonds, including the principal of (premium, if any) and interest thereon, do not constitute a debt or a loan of credit or a pledge of the full faith and credit or taxing power of the City and shall never constitute or give rise to a pecuniary liability of the City. The bonds shall not constitute directly or indirectly, or contingently obligate or otherwise constitute a general obligation of or a charge against the general credit of the City, but shall be special limited obligations of the Issuer payable solely from the sources provided for in the proceedings for the issuance of the Bonds.

Approval by the government jurisdiction in which the proposed facilities are located is a requirement of Section 147(f) of the Internal Revenue Code of 1986 (IRS Code; as such, in order for the Borrower to obtain the financing, the City must conduct a public hearing and approve the Authority's issuances of indebtedness.

The Bonds to be issued by the CalPFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

Notice of the TEFRA hearing was published in the Antelope Valley Press, a newspaper of general circulation in the community, on December 2, 2019 and the public hearing is scheduled for December 10, 2019.

Attachment:
Resolution No. 19-60

RESOLUTION NO. 19-60

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER PURSUANT TO SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986 APPROVING THE ISSUANCE OF CHARTER SCHOOL REVENUE BONDS BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY TO FINANCE A PROJECT FOR WONDERFUL FOUNDATIONS (OR AN AFFILIATE THEREOF) AND RELATED ACTIONS

WHEREAS, the California Public Finance Authority (the “Authority”) is authorized and empowered by Title 1, Division 7, Chapter 5 of the California Government Code (the “JPA Act”) and to issue revenue bonds for the purpose of financing the acquisition, charter school facilities in the State of California; and

WHEREAS, an affiliate of Wonderful Foundations (the “Borrower”), an Oregon nonprofit corporation described in Section 501(c)(3) of the Code, has requested that the Authority issue qualified 501(c)(3) bonds, as defined in Section 145 of the Internal Revenue Code of 1986 (the “Code”), under a plan of financing in one or more series issued from time to time, in order to pay the costs of acquiring public charter school facilities, together with funding reserves and paying costs of issuance. The public charter school facilities located in the City of Lancaster are located at 177 Holston Drive, Lancaster, CA and are expected to be acquired for no more than \$22,000,000 (the “Project”). On the date of issuance of the Bonds, the Project will be owned by the Borrower; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), the issuance of the Bonds by the Authority must be approved by the City because the Project is located within the territorial limits of the City; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, the Bonds are required to be approved by the “applicable elected representative” of the governmental unit on whose behalf the Bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by the Bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, pursuant to Section 147(f) of the Code, reasonable public notice must include a description of all of the purposes of the Bonds, including the use of proceeds outside the jurisdiction of the City, and the resolution evidencing approval of the “applicable elected representative” must also describe all the purposes of the Bonds, but the approval of the City shall not constitute approval on behalf of any other jurisdiction with respect to the Bonds, who will consider the issuance of the Bonds independently of the City; and

WHEREAS, the members of the City Council are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 7 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on the date hereof; and

WHEREAS, such public hearing was conducted on this date by the City Council, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds and the Project required by Section 147(f) of the Code, as applicable, and Section 4 of the Agreement.

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

Section 1. The foregoing recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority and the Project to be financed thereby. It is the purpose and intent of the City Council that this resolution constitutes approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; or (iii) make any contribution or advance any funds whatsoever to the Authority. The City shall not have any liability or responsibility for the issuance of the Bonds or payment of principal or interest on the Bonds, the Bonds shall not constitute an obligation or indebtedness of the City and the assets and revenues of the City are not being pledged as security for the payment of principal or interest on the Bonds.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED this 10th day of December, 2019, by the following vote:

AYES:

NOES:

RECUSED:

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. 19-60, 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

CB 1
12/10/19
JC

Date: December 10, 2019

To: Mayor Parris and City Council Members

From: Lee D’Errico, Chief of Police/Public Safety Director

Subject: **Municipal Law Enforcement Services Agreement**

Recommendation:

Approve the renewal of the Municipal Law Enforcement Services Agreement between the City of Lancaster and the County of Los Angeles for Law Enforcement Services provided by the Los Angeles County Sheriff’s Department, with a reduction of \$368,212.00 per month based on the vacancies attributed to sworn and non-sworn personnel and the overhead related to those vacancies; authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

All law enforcement contract costs are considered and approved annually by the City Council as a component of the City’s budget development and adoption process. As was approved with the FY 19/20 budget, the budgeted amount for this contract is \$27,298,450.00. However, based on the above recommendation, the annual contract total will be reduced by \$2,209,272.00 for the remaining six-month period, adjusting the FY19/20 budgeted amount for this contract to \$25,089,178.00.

Background:

In July 2015, the City Council entered into the current five-year Municipal Law Enforcement Services Agreement (MLESA) with the County of Los Angeles for law enforcement services provided by the Los Angeles County Sheriff’s Department (LASD). That agreement expired on June 30, 2019.

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

Attachment:

Municipal Law Enforcement Services Agreement

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF LANCASTER**

TABLE OF CONTENTS

SECTION	TITLE	PAGE
	RECITALS.....	1
1.0	SCOPE OF SERVICES.....	1
2.0	ADMINISTRATION OF PERSONNEL.....	2
3.0	DEPLOYMENT OF PERSONNEL.....	3
4.0	PERFORMANCE OF AGREEMENT.....	5
5.0	INDEMNIFICATION.....	6
6.0	TERM OF AGREEMENT.....	6
7.0	RIGHT OF TERMINATION.....	7
8.0	BILLING RATES.....	7
9.0	PAYMENT PROCEDURES.....	8
10.0	NOTICES.....	9
11.0	AMENDMENTS.....	9
12.0	AUTHORIZATION WARRANTY.....	10
13.0	ENTIRE AGREEMENT.....	10
	SIGNATURES.....	11
ATTACHMENT A:	Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form	
ATTACHMENT B:	Contract City Law Enforcement Services and Equipment Master Rate Sheet	
ATTACHMENT C:	Public Safety Equipment Use Requirements	

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF LANCASTER**

This Municipal Law Enforcement Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2019 by and between the County of Los Angeles ("County") and the City of Lancaster ("City").

RECITALS

- A. Whereas, the City is desirous of contracting with the County for the performance of municipal law enforcement services by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- B. Whereas, the County is agreeable to rendering such municipal law enforcement services on the terms and conditions set forth in this Agreement; and
- C. Whereas, this Agreement is authorized by Sections 56½ and 56¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County, by and through the Sheriff's Department, agrees to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the County Charter, State of California statutes, and the City municipal codes.
- 1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this Agreement, the Sheriff or his designee shall serve as the Chief of Police of the City and shall perform the functions of the Chief of Police at the direction of the City.
- 2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County. The City understands and agrees that, at the Sheriff's Department's sole discretion, the Sheriff's Department may redeploy personnel for mutual aid purposes pursuant to the California Emergency Services Act, codified at California Government Code Sections 8550-8668. Absent exigent circumstances, any sustained deployment of more than fifty percent (50%) of the City's contracted items requires consultation with the City manager or his/her designee.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the City. The City shall first consult with the Station Captain, Division Commander, and Division Chief, in an effort to reach a mutual determination. If a mutual determination cannot be realized at a subordinate level, then the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff.
- 2.4 With regard to Paragraphs 2.2 and 2.3 above, the Sheriff's Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted

by the City and the County. The Sheriff's Department will provide approved City employees with the required training necessary to access authorized County programs (i.e. CAD, MDC, etc.), so such City employees can perform the functions of their positions.

- 2.6 While performing law enforcement services and functions under this Agreement, every Sheriff's Department employee shall be authorized to enforce all City laws and regulations, including all City codes and ordinances.
- 2.7 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for the City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of the performance of services under this Agreement.
- 2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff's Department and indicated on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.
- 3.2 The City, or its designated representative, shall meet with its respective Sheriff's Department Station Captain when requesting law enforcement services to be performed in the City, and provide direction to the Sheriff's Department Station Captain regarding the method of deployment for such services. The City and the Sheriff's Department shall also determine a minimum daily standard of staffing needs for services rendered to ensure an adequate personnel presence during station operation and patrol. The City and the Station Captain shall meet to discuss the minimum daily standard which is documented in Attachment A, Los Angeles

County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The Station Captain shall endeavor to meet this standard without increased cost to the City. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by the City.

- 3.3 The Sheriff's Department shall make every attempt to avoid deployment deficiencies (i.e., "busting" of cars) by following the daily minimum standard of staffing, as stipulated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. Should deployment deficiencies occur, the Sheriff's Department should make every effort to reallocate those resources to the shift where the deficiencies occurred. Should the Sheriff's Department determine that a temporary increase, decrease, and/or realignment in the deployment methodologies is necessary, the Sheriff's Department shall promptly notify the City of this change in advance. In the event that prior notice is not possible, the City shall be notified of the change within two (2) City business days. If monthly service compliance falls below ninety-eight percent (98%), then the Sheriff's Department Station Captain shall meet with the City to discuss compliance and identify a plan for resolution. If the quarterly and/or year-to-date (September 30th, December 31st, March 31st, and June 30th) service compliance falls below ninety-eight percent (98%), then the respective Sheriff's Department Division Chief shall meet with the Sheriff's Department Station Captain and the City to discuss compliance and identify a plan for resolution. If the City is dissatisfied with the outcome of either resolution process, the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff until all City concerns are fully resolved. Resolution may include, but is not limited to, the use of overtime, staffing adjustments, and/or City-initiated service suspensions, at no additional cost to the City. If the City determines it is unnecessary, the City may waive either dispute resolution process discussed above.
- 3.4 A new Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee effective each July 1,

and attached hereto as an Amendment to this Agreement.

- 3.5 Should the City request a change in the level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.
- 3.6 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be the staffing level in effect between the County and the City.
- 3.7 The City is not limited to the services indicated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The City may also request any other service or equipment in the field of public safety, law, or related fields within the legal power of the Sheriff's Department to provide. Such other services and equipment shall be reflected in a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement under the procedures set forth in Paragraphs 3.4 and 3.5 above.
- 3.8 With regard to any public safety equipment requested by the City and set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement, the City shall adhere to the terms and conditions set forth in Attachment C, Public Safety Equipment Use Requirements, of this Agreement.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing general law enforcement services under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation

within the City which would not normally be provided by the Sheriff's Department, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff's Department shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities.

- 4.4 It is expressly further understood that in the event a local office or building is maintained in the City, such local office or building may be used by the Sheriff's Department in connection with the performance of its duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the County Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the County Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.
- 5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the County Board of Supervisors on August 25, 2009. This document is made a part of and incorporated into this Agreement as if set out in full herein.
- 5.3 In the event the County Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be from July 1, 2019 through June 30, 2024, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the County Board of Supervisors and with the consent of the City

Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

- 6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) calendar days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) calendar days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

- 8.1 The City shall pay the County for the services and equipment provided under the terms of this Agreement at the billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement, as established by the County Auditor-Controller.
- 8.2 The billing rates set forth on Attachment B, Contract City Law Enforcement

Services and Equipment Master Rate Sheet, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, published by the County, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.

- 8.3 The City shall be billed at the current fiscal year's billing rates based on the service level provided within the parameters of Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.
- 8.4 The billing rates for other services and equipment requested pursuant to Paragraph 3.7 of this Agreement and not set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors and then set forth and published on a revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff's Department, shall render to the City, after the close of each calendar month, a summarized invoice which covers all services performed during said month, and the City shall pay the County for all undisputed amounts within sixty (60) calendar days after date of the invoice.
- 9.2 If such payment is not delivered to the County office which is described on the invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or

in the case of disputed amounts, calculated from the date the resolution is memorialized.

- 9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

- 10.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

- 10.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
211 W. Temple Street, 7th Floor
Los Angeles, California 90012
Phone #: 213-229-1647

- 10.3 Notices to the City of shall be addressed as follows:

City of Lancaster
Attn: Lee D'Errico
Address: 44933 Fern Avenue, Lancaster, CA 93534
Phone #: 441-723-6083

11.0 AMENDMENTS

- 11.1 Except for changes pursuant to Paragraphs 8.2 and 8.4 of this Agreement, all changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an

authorized representative of the City.

11.2 Notwithstanding Paragraph 11.1 above, the Sheriff or his designee is hereby authorized to execute, on behalf of the County, any Amendments and/or supplemental agreements referenced in Sections 3.0, 4.0, and 9.0 of this Agreement.

11.3 In accordance with Paragraphs 8.2 and 8.4 of this Agreement, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement. The revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

12.0 AUTHORIZATION WARRANTY

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

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

13.0 ENTIRE AGREEMENT

This Agreement, including Attachment A, Attachment B, and Attachment C, and any Amendments hereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF LANCASTER**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Sheriff of Los Angeles County, and the City has caused this Agreement to be executed by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
ALEX VILLANUEVA
Sheriff

Date _____

CITY OF LANCASTER

By _____

Date _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____



**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)**

CITY: Lancaster

FISCAL YEAR: 2019-2020

EFFECTIVE DATE: 7/1/2019

DEPUTY SHERIFF SERVICE UNIT													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Deputy Sheriff	56-Hour Unit	307	42.60	49.44	-6.84	\$ 427,104.00	\$ 18,194,630.40	\$ 2,001,409.34	\$ 20,196,039.74	2,920	124,392	7,463,520	69.523
Deputy Sheriff	Non-Relief	310	1.00	1.00	0.00	\$ 277,340.00	\$ 277,340.00	\$ 30,507.40	\$ 307,847.40	1,789	1,789	107,340	1.000
Special Assignment Deputy	Non-Relief	310	11.00	0.00	11.00	\$ 277,340.00	\$ 3,050,740.00	\$ 335,581.40	\$ 3,386,321.40	1,789	19,679	1,180,740	11.000

DEPUTY SHERIFF SERVICE UNIT (BONUS)													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Deputy Sheriff, Bonus I	Non-Relief	305	7.00	7.00	0.00	\$ 297,689.00	\$ 2,083,823.00	\$ 229,220.53	\$ 2,313,043.53	1,789	12,523	751,380	7.000
					0.00				\$ -		0	0	0.000

GROWTH/GRANT DEPUTY UNIT													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000

SUPPLEMENTAL POSITIONS													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Sergeant	Non-Relief	353	3.00	3.00	0.00	\$ 247,580.00	\$ 742,740.00	\$ -	\$ 742,740.00	1,789	5,367	322,020	3.000
Motor Deputy	Non-Relief	305A	3.00	3.00	0.00	\$ 297,689.00	\$ 893,067.00	\$ 98,237.37	\$ 991,304.37	1,789	5,367	322,020	3.000

Estimated Cost for Service Units: \$ 25,242,340.40 Total Liability (11%): \$ 2,694,956.04 Estimated Subtotal: \$ 27,937,296.44
 Public Safety Equipment Cost (See page 3): \$ 9,300.00
Estimated Total Annual Cost: \$ 27,946,596.44

The terms of this Service Level Authorization (SH-AD 575) will remain in effect until a subsequent SH-AD 575 is signed and received by LASD. Notwithstanding, annual rates shall be revised annually per Sections 8.2 and 11.3 of the MLESA.

LASD Approval By:

Captain Todd Weber
UNIT COMMANDER NAME

SIGNATURE DATE

Report Prepared By:

Clinton Skaggs 5/22/2019
SERGEANT DATE

City Approval By:

"I certify that I am authorized to make this commitment on behalf of the City."

CITY OFFICIAL NAME

SIGNATURE DATE

Processed at CLEB By:

SERGEANT DATE



**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
DEPLOYMENT OF PERSONNEL**

City: Lancaster Fiscal Year: 2019-2020 Effective Date: 7/1/2019

SERVICE UNIT	TOTAL UNITS PURCHASED	GENERAL LAW			TRAFFIC LAW			MOTOR DEP	SAD	D.B.	TEAM LEADER	TOTAL UNITS ASSIGNED
		EM	AM	PM	EM	AM	PM					
DEPUTY SHERIFF												
Non-Relief	12.00	1						11				12
40-Hour Unit	0.00											0
56-Hour Unit	42.60	9	11	13.6	3	3	3					42.6
70-Hour Unit	0.00											0
Motor (Non-Relief)	3							3				3
DEPUTY BONUS												
Non-Relief	7							3		4		7
40-Hour Unit	0											0
56-Hour Unit	0											0
70-Hour Unit	0											0
GROWTH DEPUTY												
Deputy	0											0
SAD	0											0
Bonus I	0											0
Motor (Non-Relief)	0											0
GRANT DEPUTY												
Deputy	0											0
SAD	0											0
Bonus I	0											0
Motor (Non-Relief)	0											0
Routine City Helicopter Billing Agreement								YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	
License Detail - Business License & Renewal Applications								YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	
License Detail - Acts on Violations Observed within the City								YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	
S.T.A.R. Deputy Program								YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	
Other Supplemental Services								YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	
<i>NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.</i>												

	Sworn						Total
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD	
Hours	0	5,367	12,523	5,367	126,181	19,679	169,117
Minutes	0	322,020	751,380	322,020	7,570,860	1,180,740	10,147,020
Personnel	0.000	3.000	7.000	3.000	70.523	11.000	94.523

	Civilian			Total
	SSO	LET/CSA/CA/PCO	Clerical	
Hours	0	0	0	0
Minutes	0	0	0	0
Personnel	0.000	0.000	0.000	0.000

FOR CONTRACT LAW ENFORCEMENT BUREAU USE ONLY			
BILLING MEMO REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
ORGANIZATIONAL CHART REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
DUTY STATEMENT REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
SMS DEPLOYMENT CONTRACT UPDATED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
MINUTE PROGRAM IN RAPS UPDATED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>

Initials
 City Official: _____
 Unit Commander: _____



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
PUBLIC SAFETY EQUIPMENT

CITY: Lancaster FISCAL YEAR: 2019-2020

START-UP VEHICLE					
VEHICLE TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

EQUIPMENT					
MDC TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

ALPR WITH INSTALL	YEAR	SERVICE CODE	#	RATE	TOTAL COST
ALPR System 4th Year	Year 4		2	\$ 4,650.00	\$ 9,300.00

Total Public Safety Equipment Cost:					\$ 9,300.00
--	--	--	--	--	--------------------

Initials

City Official: _____

Unit Commander: _____

**CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Liability Rate: 11.0%

DSSU Rates			
Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff	Non-Relief	\$ 277,340	310
Deputy Sheriff	40-Hour Unit	\$ 305,074	306
Deputy Sheriff	56-Hour Unit	\$ 427,104	307
Deputy Sheriff	70-Hour Unit	\$ 533,880	308
Special Assignment Deputy	Non-Relief	\$ 277,340	310
Catalina Deputy	Non-Relief	\$ 251,447	324

DSSU Bonus I Rates			
Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff, Bonus I	Non-Relief	\$ 297,689	305
Deputy Sheriff, Bonus I	40-Hour Unit	\$ 327,458	301
Deputy Sheriff, Bonus I	56-Hour Unit	\$ 458,441	302
Deputy Sheriff, Bonus I	70-Hour Unit	\$ 573,051	303

Growth/Grant Deputy Rates			
Rank	Relief Factor	Annual Rate	Service Code
Growth Deputy Generalist	Non-Relief	\$ 187,904	335
Growth Deputy Generalist	40-Hour Unit	\$ 219,096	NEW
Growth Deputy Generalist	56-Hour Unit	\$ 306,659	NEW
Growth Deputy Generalist	70-Hour Unit	\$ 383,324	NEW
Growth Special Assignment Deputy	Non-Relief	\$ 187,904	335
Growth Deputy Bonus I	Non-Relief	\$ 204,614	336
Growth Motor Deputy	Non-Relief	\$ 204,614	336
Grant Deputy Generalist	Non-Relief	\$ 187,904	386
Grant Special Assignment Deputy	Non-Relief	\$ 187,904	386
Grant Deputy Bonus I	Non-Relief	\$ 204,614	385
Grant Motor Deputy	Non-Relief	\$ 204,614	385

Supplemental Rates			
Rank	Relief Factor	Annual Rate	Service Code
Captain	Non-Relief	\$ 372,948	321
Lieutenant	Non-Relief	\$ 292,903	342
Sergeant	Non-Relief	\$ 247,580	353
Motor Sergeant	Non-Relief	\$ 260,980	348
Motor Deputy	Non-Relief	\$ 297,689	305A
Watch Deputy	Non-Relief	\$ 197,964	354
Community Services Assistant (w/ veh)	Non-Relief	\$ 67,799	325
Community Services Assistant (w/out veh)	Non-Relief	\$ 67,262	327
Crime Analyst	Non-Relief	\$ 136,806	329
Custody Assistant	Non-Relief	\$ 110,950	331
Forensic ID Specialist II	Non-Relief	\$ 166,233	356
Information Systems Analyst I	Non-Relief	\$ 151,728	332
Intermediate Clerk	Non-Relief	\$ 75,027	338
Law Enforcement Technician (w/ veh)	Non-Relief	\$ 104,538	340
Law Enforcement Technician (w/out veh)	Non-Relief	\$ 100,525	339
Operations Assistant I	Non-Relief	\$ 99,045	343
Operations Assistant II	Non-Relief	\$ 123,045	344
Operations Assistant III	Non-Relief	\$ 140,907	345
Secretary V	Non-Relief	\$ 107,191	346
Security Assistant	Non-Relief	\$ 52,874	362
Security Officer	Non-Relief	\$ 83,761	347
Senior Information Systems Analyst	Non-Relief	\$ 198,501	334
Station Clerk II	Non-Relief	\$ 91,989	351
Skynight Observer	Non-Relief	\$ 297,689	349
Supervising Station Clerk	Non-Relief	\$ 111,223	352

**CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Vehicle & Equipment Rates

Start-Up Vehicle	Year	Annual Rate	Service Code
B/W Patrol Vehicle	2019-2020	\$ 86,906.58	378
B/W Tahoe	2019-2020	\$ 85,155.98	399
B/W Motorcycle	2019-2020	\$ 44,988.18	381
Solid Patrol Vehicle	2019-2020	\$ 81,417.79	NEW
Solid Sedan	2019-2020	\$ 48,384.52	379
CSO/SSO Sedan	2019-2020	\$ 64,661.60	NEW
K-9 Vehicle	2019-2020	\$ 87,811.35	NEW

Equipment	Year	Annual Rate	Service Code
MDC New Purchase, Data & Maintenance	Year 1	\$ 13,142	NEW
MDC (CF-31/19) Only Initiated FY 18/19	Year 2	\$ 7,378	376D
MDC Data & Maintenance Only	Year 3+	\$ 1,685	NEW
ALPR New Install 1st Year (5yr Program)	Year 1	\$ 5,000	NEW
ALPR System 2nd Year	Year 2	\$ 4,650	NEW
ALPR System 3rd Year	Year 3	\$ 4,650	NEW
ALPR System 4th Year	Year 4	\$ 4,650	NEW
ALPR System 5th Year	Year 5	\$ 4,650	NEW

Annual revised rates shall be readjusted annually per Sections 8.2 and 11.3 of the MLESA.

PUBLIC SAFETY EQUIPMENT USE REQUIREMENTS

1.0 TRANSFER OF PUBLIC SAFETY EQUIPMENT

- 1.1 The County, through the Sheriff's Department, hereby transfers the public safety equipment set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement ("Equipment") for the exclusive use of the City during the term of the Agreement.

2.0 USE OF EQUIPMENT

- 2.1 The City may use the Equipment for any lawful purpose, including use in connection with public safety activities in all areas under the City's jurisdiction.
- 2.2 The City shall not use or operate the Equipment in violation of any federal, state, or local law, rule, regulation, or ordinance.
- 2.3 The Equipment shall not be used or operated as follows:
 - 2.3.1 In a manner subjecting the Equipment to depreciation above the normal depreciation associated with public safety use; and/or
 - 2.3.2 For an illegal purpose or by a person under the influence of alcohol or narcotics.

3.0 SAFEKEEPING AND MAINTENANCE

- 3.1 The City shall exercise due care for the safekeeping of the Equipment during the term of the Agreement.
- 3.2 The City shall ensure that the Equipment is kept in good working order and condition, shall ensure that the Equipment is scheduled and available to County for the performance of its regularly scheduled maintenance by the County, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Equipment.
- 3.3 The County shall perform all maintenance and repairs required for the proper operation of the Equipment. Except as otherwise set forth herein, such maintenance and repairs are provided in exchange for the City's payment of the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement. The City has the right to inspect said Equipment prior to acceptance of the Equipment following maintenance and repairs by the County.
- 3.4 Maintenance and repairs provided by the County under the Agreement may be

performed by the County, its third party vendors, and/or the manufacturer of the Equipment.

- 3.5 The County shall assume responsibility for ensuring that the Equipment has been inspected or otherwise tested in accordance with the laws of the State of California and the United States prior to use by the City.
- 3.6 The City shall inspect the Equipment upon initial delivery and return from County following maintenance and repair, and, by acceptance thereof, finds the Equipment in good working order and condition.
- 3.7 The Equipment shall be maintained and repaired solely by the County. The City and any of its third party vendors are prohibited from performing any maintenance and repairs on the Equipment.
- 3.8 All regularly scheduled maintenance shall be performed by the County, and the City shall timely present the Equipment to the County for the performance of regularly scheduled maintenance at the direction of, and in accordance with the policies and procedures of, the Sheriff's Department's Communications and Fleet Management Bureau. The Sheriff's Department shall make every effort to perform any maintenance in a timely manner.
- 3.9 Any Equipment requiring maintenance and repair by the County for any extended length of time, as determined by the Sheriff's Department's Communications and Fleet Management Bureau, may, at the sole discretion of the County, receive a temporary replacement piece of Equipment. All terms and conditions set forth herein shall apply to the City's use of any temporary replacement Equipment provided by the County. The County shall not be responsible for any damages or liability resulting from the City's loss of use of the Equipment during the performance of maintenance and repair services by the County.

4.0 INSPECTION BY COUNTY

- 4.1 The County shall have the right to inspect the Equipment, immediately upon request by the County, at any time during the term of the Agreement. The City shall provide the County with such operating, and other information, or copies of any such records maintained by the City with respect to the Equipment, as the County or any government agency may require from time to time.

5.0 TITLES

- 5.1 The County shall retain ownership of the Equipment used by the City during the term of the Agreement. Legal title to the Equipment is, and shall, at all times, remain in the name of the County. The Equipment shall not be transferred or delivered by the City to any persons other than the County without the County's prior written consent.

6.0 INDEMNIFICATION

- 6.1 The City agrees to indemnify, defend, and hold harmless the County from any and all liability, losses, or damages the County may suffer and from any claims, demands, costs, or judgments against the County arising out of City's use or operation of the Equipment. This indemnification does not extend to (1) any liability resulting from inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) negligent or wrongful maintenance or repair of the Equipment provided by the County.

7. RISK OF LOSS

- 7.1 The City shall assume all risk of loss to the Equipment from the time it is delivered by the County to the City, and inspected and accepted by the City, until (1) the Equipment is returned to the County upon expiration or termination of the Agreement, or (2) the County regains temporary possession of the Equipment for purposes of providing maintenance and repair.
- 7.2 Upon inspection/acceptance of the Equipment, the City shall be responsible for any and all damage to the Equipment, except those damages resulting from (1) inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) the negligent or wrongful maintenance or repair of the Equipment provided by the County.
- 7.3 In the event of damage to the Equipment or the Equipment is in need of repair, the City shall notify the County to that effect and follow such instructions that the County may provide with respect to repair or disposal of the Equipment. If the Equipment is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the County's agreement as to such condition), the City shall properly notify the County thereof and hold any Equipment for disposal by the County. With respect to any loss, theft, or destruction of the Equipment, the County and the City shall negotiate the value for comparable equipment in a condition similar to the lost, stolen, or destroyed Equipment immediately prior to any such loss. The City shall reimburse the County for the value of the lost, stolen, or destroyed Equipment.

8.0 BILLING RATES

- 8.1 As further discussed in Section 8.0, Billing Rates, of the Agreement, the City shall pay the County for the use of the Equipment provided under the Agreement at the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement, as established by the County Auditor-Controller.

STAFF REPORT
City of Lancaster

NB 1
12/10/19
JC

Date: December 10, 2019

To: Mayor Parris and City Council Members

From: Jocelyn Corbett, Asst. City Attorney

Subject: **Amendment to Title 12 of the Lancaster Municipal Code relating to the Distribution of Food on Public Property**

Recommendation:

Introduce **Ordinance No. 1071**, amending Title 12 (Streets, Sidewalks, and Public Places) of the Lancaster Municipal Code by adding Chapter 12.28 (Food Distribution on Public Property), relating to the distribution of food on public property.

Fiscal Impact:

Negligible. Though there will be staff time associated with enforcement of the Ordinance, the expectation is that it will be offset by the reduction in time spent on cleaning up after food distribution events currently held on public property.

Background:

Individuals and organizations conduct food distribution events on sidewalks and other public property. While their intentions are admirable, these events often obstruct the free flow of pedestrian and vehicle traffic, and result in garbage and trash left on the public property after the distribution, creating hazards to public health and a visual blight.

Moreover, people and groups involved in food distribution often are not in compliance with statewide standards concerning preparing and serving food to the public. Safe and sanitary food preparation and service is particularly important to needy persons, who often have compromised immune systems. Distribution is often conducted in locations that do not have adequate access to clean water, waste disposal and bathroom facilities, which poses significant health and safety hazards to the persons being served as well as the public at large.

With the occupancy of Kensington Campus under way, the City is implementing its plan to achieve long-term solutions to homelessness. To ensure persons in need are connected to all applicable services, beyond meals, the City is encouraging individuals and groups who wish to serve meals or provide other assistance to people in need to volunteer their time and services at Kensington Campus. Utilizing Kensington as the primary point of contact will help establish the necessary continuum of care intended to help people make the transition to housing and self-sufficiency, ensuring they are connected through coordinated efforts.

The Ordinance prohibits food distribution from being conducted on a public street, sidewalk, parking lot or other public property. It does, however, allow a group wishing to use space in a public park for food distribution to do so, provided the event is conducted in a portion of a park that can accommodate the water and sanitation requirements established in state food safety laws and regulations, and further provided that they apply for a facility rental and comply with operational requirements. They must also hold a valid permit from the Los Angeles County Health Department and comply with all state and county food safety requirements.

The Ordinance further provides that engaging in food distribution in a manner that does not comport with the Ordinance constitutes a public nuisance subject to abatement.

The Criminal Justice Commission and the Homeless Impact Commission have both recommended the Ordinance to City Council for consideration and adoption.

Attachment:
Ordinance No. 1071

ORDINANCE NO. 1071

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER AMENDING TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) OF THE LANCASTER MUNICIPAL CODE BY ADDING CHAPTER 12.28 (FOOD DISTRIBUTION ON PUBLIC PROPERTY), RELATING TO THE DISTRIBUTION OF FOOD ON PUBLIC PROPERTY

WHEREAS, the City Council of the City of Lancaster takes notice that Los Angeles County, the City of Lancaster, and other public and private entities are developing strategies to achieve long-term solutions to homelessness; and

WHEREAS, the City Council believes that providing long-term services related to housing and employment will achieve more effective results in addressing homelessness than offering stop-gap measures such as stand-alone food distributions on public property; and

WHEREAS, the City Council believes that it is in the public interest that persons wishing to provide meals to needy persons do so in an indoor setting and link such meal service to other social services, thus aiding in providing a continuum of care intended to help homeless people make the transition into housing and employment; and

WHEREAS, the City Council finds that food distribution events on sidewalks and other public property may obstruct the free flow of pedestrian and vehicle traffic which poses a safety hazard, and result in garbage and trash left on the public property following the distribution which causes a health hazard and visual blight; and

WHEREAS, the City Council further finds that persons and organizations conducting food distribution events on sidewalks and certain other public property often fail to comply with statewide standards concerning preparing and serving food to the public, and further conduct these events in locations that do not have adequate access to clean water, waste disposal and bathroom facilities, which poses significant health and safety hazards to the persons being served as well as the public at large;

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

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

Section 2: Chapter 12.28 of the Lancaster Municipal Code is hereby added as follows:

12.28.010 Title.

This chapter shall be known as the city of Lancaster's Food Distribution on Public Property ordinance.

12.28.020 Findings and purpose.

The City Council finds and declares as follows:

A. It is in the public interest that persons wishing to provide meals to needy persons do so in an indoor setting and link such meal service to other social services, thus aiding in providing a continuum of care intended to help homeless people make the transition into housing and employment.

B. Food distribution events on sidewalks and other public property may obstruct the free flow of pedestrian and vehicle traffic which poses a safety hazard, and result in garbage and trash left on the public property following the event which causes a health hazard and visual blight.

C. Persons and entities conducting food distribution events on sidewalks and certain other public property often fail to comply with statewide standards concerning preparing and serving food to the public, and further conduct these events in locations that do not have adequate access to clean water, waste disposal and bathroom facilities, which poses significant health and safety hazards to the persons being served as well as the public at large.

D. It is the intent and purpose of the city council, through the adoption of this ordinance, to encourage individuals, nonprofit charitable organizations and other agencies who wish to distribute free meals to needy people to participate in programs which provide meals indoors in conjunction with other services. The city council finds and declares that doing so will protect the health, safety and general welfare of the persons being provided meals as well as the public at large.

12.28.030 Definitions

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

“City Manager” means the City Manager of the city of Lancaster, or his or her designee.

“Code” means the Lancaster Municipal Code.

“Food distribution event” means the distribution, preparation, serving, dispensing and/or selling of food to the public.

“Person” means and includes an individual, corporation, limited liability company, partnership, nonprofit charitable organization and/or other entity.

12.28.040 Food distribution event on public property; nuisance.

A. No person shall conduct a food distribution event on a public street, sidewalk, parking lot or other public property.

B. Notwithstanding subsection A of this section, a person who desires use space in a public park for the primary purpose of conducting a food distribution event may do so, provided, however, that such person must comply with the following:

1. Submit a facility rental application and the applicable fee, and comply with all requirements set forth in the facility rental contract; the portion of the park requested to be used must be able to accommodate the water and sanitation requirements established in the state food safety requirements;

2. Obtain a valid permit from the Los Angeles County Department of Health (Environmental Division), and comply with all applicable state and county food safety requirements, including but not limited to the provisions set forth in Cal. Health & Safety Code Division 105, Part 6, Chapter 10.5, "Nonprofit Charitable Temporary Food Facilities."

C. The use of public property in conducting a food distribution event that does not comport with the provisions of this chapter constitutes a public nuisance subject to abatement.

D. This section does not apply to food vendors or other food providers who have contracted with or are otherwise authorized by the City, Los Angeles County, or other public agency or authority to sell or provide food in conjunction with a City-sponsored event, farmer's market, County/agency/authority-sponsored event, or other similar event.

12.28.050 Administration.

The City Manager is hereby authorized to enforce, and to designate in writing the City employees or contractors who are authorized to assist in the enforcement of, the provisions of this chapter. The City Manager shall have the authority to promulgate and/or adopt regulations to implement the provisions of this chapter.

12.28.060 Violations; penalties; remedies not exclusive.

A. It is unlawful for any person to violate any provision or fail to comply with any requirement of this chapter. Each day or portion thereof that a violation occurs or is present constitutes a separate offense. Any person in violation of this chapter is subject to the penalty and enforcement provisions set forth in chapters 1.12, 1.16 and 8.28 of this code.

B. An administrative citation pursuant to this chapter shall not prejudice or adversely affect any other civil, administrative or criminal action that may be brought to abate an unlawful nuisance food distribution event. A civil or criminal action may be brought concurrently with any other process regarding the same violation.

12.28.070 Severability

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

Section 3. That the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by 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 10th day of December, 2019, and placed upon its second reading and adoption at a regular meeting of the City Council on the ____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

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. 1071, for which the original is on file in my office.

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

(seal)

STAFF REPORT

City of Lancaster

Date: December 10, 2019

To: Mayor Parris and City Council Members

From: Chenin Dow, Assistant to the City Manager

Subject: **Task Order for Aspen Environmental Group**

NB 2
12/10/19
JC

Recommendation:

Approve Task Order No. 2 for Aspen Environmental Group for preparation of technical reports and an environmental impact report associated with the Parkway Village master plan area; and authorize the City Manager, or his designee, to execute all related documents.

Fiscal Impact:

\$246,716 in funds previously budgeted for this purpose, plus a 10% contingency for a total not to exceed \$275,000.

Background:

In August of 2007, the City of Lancaster adopted the Amargosa Creek Specific Plan. The plan, encompassing a 150-acre area east of Sgt. Steve Owen Memorial Park and north of Avenue L, envisioned a large commercial complex to be anchored by big-box stores.

Shortly after the plan's adoption, global economic conditions deteriorated significantly, followed by drastic and ongoing changes in the retail landscape. As such, the initially envisioned commercial project is no longer feasible, and does not suit the needs of the residents of Lancaster today.

Recognizing this, staff has been collaborating with world-renowned architectural firm CSA Partners to establish a new vision for this area. Currently dubbed "Parkway Village," it will be transformed into a vibrant, walkable, mixed-use urban area. Key features will include high-quality, high-density housing; integrated dining and shopping opportunities; educational facilities; and gathering space. The area will encompass not only the former Amargosa Creek Specific Plan area, but also additional vacant land to the east and north.

The Parkway Village Specific Plan will lay the groundwork to achieve this vision. The next step in the process of creating a new master plan is the preparation of technical reports and an environmental impact report. These will be completed by Aspen Environmental Group, a firm originally authorized through the Multi-Year Professional Services Request for Proposals and corresponding agreement.

CD:LDLC

Attachment:

Task Order No. 2

TASK ORDER NO. 2
UNDER

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES SERVICE GROUP
CATEGORY 4 – ENVIRONMENTAL SERVICES

DATED DECEMBER 7, 2018

BETWEEN

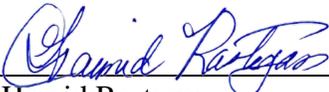
THE CITY OF LANCASTER, "OWNER" AND
ASPEN ENVIRONMENTAL GROUP, "CONSULTANT"

PROJECT TITLE: Parkway Village Master Plan
PROJECT DESCRIPTION: Technical Studies and Environmental Impact Report
SCOPE OF WORK: Per attached Exhibit "A" Scope of Services
PERIOD OF SERVICES: Services to be completed by Spring/Summer 2021
COMPENSATION FOR SERVICES: Per attached Exhibit "B" Fee Schedule. Not to Exceed **\$246,716.00**

"OWNER"
CITY OF LANCASTER

"CONSULTANT"
ASPEN ENVIRONMENTAL GROUP

By _____
Jason Caudle
City Manager

By  _____
Hamid Rastegar
President

Date _____

Date 11/6/2019

Approved by Dept. Head: _____

APPROVED AS TO FORM:

Allison E. Burns, Esq.
City Attorney

TASK ORDER NO. 2
Technical Reports and Environmental Impact Report
Parkway Village Master Plan
Environmental Services

EXHIBIT "A" – SCOPE OF WORK
Aspen Environmental Group – August 9, 2019

Aspen will prepare seven technical reports and an Environmental Impact Report (EIR) for the Parkway Village Master Plan proposed by the City of Lancaster. For this project, we have included two of our team subcontractors. Garland and Associates will prepare the transportation/traffic report and the transportation/traffic EIR section for this project. Earth Systems will provide support with the hazardous materials records search and with preparation of the Geology and Soils for the EIR.

Project Summary. The project is a Master Plan that will allow for the development of mixed residential and commercial uses. The plan will include street access from the Sierra Highway with a landscaped main corridor into the plan area that will include mixed residential (upper floors) and commercial (ground floor) uses along this main corridor. Residential uses and landscaped areas (parkways) will surround the main corridor. The plan will also include a mix of high-density residential along the main corridor extending to single family residential lots on either side of the corridor. The plan will allow for public uses such as an amphitheater, learning center, and live work/retail spaces.

A portion of the study area was previously reviewed in the EIR prepared for the Amargosa Creek Specific Plan. Aspen has reviewed the Amargosa Creek Specific Plan EIR and the Village Parkway presentation provided by the City. The previously certified EIR addressed approximately 150 acres of the proposed approximately 435-acre site. The discussion below presents our approach to preparing the technical reports and program-level EIR.

Task 1 – Project Description

Aspen will review available information provided by the City and the urban design firm to develop a project description for the EIR. Aspen will work closely with the City to prepare and finalize the project description, which is the basis of the EIR analyses. The project description will be as comprehensive as possible addressing the overall design concept, potential land uses, design standards, and environmental considerations such as anticipated source of water, utilities, roadway improvements, etc. Another critical component of this task will be to identify different project phases or timelines to capture in the analysis interim and full build out of the Master Plan.

The preparation of the project description includes one in-person meeting with the City and design team to discuss the plan concept and to discuss the information needed in the project description for the CEQA analysis. This meeting will be different than the site visit meeting presented in Task 6 as it will include a more detailed discussion of the project based on Aspen's review of any additional information provided by the City and the urban design team. Aspen has allowed time for two conference call meetings with the design team and City to identify and discuss project-related details. This scope also includes two revisions of the project description based on comments received from the City/urban design team.

Task 2 – Technical Reports

Aspen technical staff will prepare seven technical reports to support the preparation of the EIR. Draft versions of the technical reports will be submitted to the City for review and comment. The technical reports will be submitted via email or placed on OneDrive for download by the City. Our scope includes one revision of the technical reports based on comments from the City.

Each technical author has reviewed the existing 2007 EIR that was prepared for a portion of the plan area and used previous studies (cultural resources report) to develop the approach for each of the technical reports described below.

Air Quality/Greenhouse Gas Technical Report. Aspen will prepare a standalone air quality technical study, that includes a comprehensive regulatory setting and existing conditions description for air quality and GHG emissions, along with air pollutant (criteria pollutants and toxic air contaminants) and GHG emissions calculations.

The regulatory setting for air quality and greenhouse gas emissions will be described. The regulatory setting will include a listing of the applicable regulations, summarize the applicable ambient air quality standards, and provide the current attainment status. The affected environment will also be described, including a summary of the existing air quality conditions surrounding the project area that will include the most recent representative ambient air quality monitoring data. Additionally, the project site's existing baseline conditions related to air quality will be described.

Air quality emissions, consisting of criteria pollutants, air toxics, and GHG emissions will be calculated based on the Master Plan's project design and construction phasing developed in the Project Description. Additionally, the current baseline emissions for the plan area will be calculated. Anticipated construction and operation emissions will be calculated using appropriate state, federal, or local emissions factors or emissions models; such as

- *California Air Resources EMFAC2014 or EMFAC2017 and OFFROAD models*
- *California Emissions Estimator Model (CalEEMod) model,*
- *USEPA's Compilation of Air Emissions Factors (AP-42),*
- *Direct GHG emissions factors from The Climate Registry, and indirect GHG emissions factors from defensible agency references as appropriate (water use, electricity use, etc.).*

Activity estimates for project construction (schedule, off-road equipment, vehicle trips, and material import and waste export quantities), project operation (traffic trips numbers and types, energy use, fuel use, existing and new stationary sources, etc.), and existing baseline conditions (existing traffic, energy use, stationary source use estimates) will be determined in consultation with City staff. The emissions estimates, including plan implementation and calculation methodology assumptions, will be provided in both a compiled acrobat document format and the CalEEMod input file and/or spreadsheet file formats.

Biological Resources Technical Report. Aspen will conduct updated field studies consistent with the previous work that was done for the Amargosa Specific Plan, to update the description of baseline biological resources both within the previously studied area and within the new portions of the site. Field studies will be conducted by experienced biologists with expertise in the resources found in the Antelope Valley. Surveys will encompass the entire 437-acre site and will include the following:

- *General Reconnaissance Survey and Habitat Assessments.* Aspen biologists will conduct a reconnaissance survey and habitat assessment for special-status species known to occur in the region, including desert tortoise, burrowing owl, and Mohave ground squirrel.
- *Focused Spring Botanical Survey.* A survey will be conducted to identify listed and other special-status plants on site, following the protocols identified in the California Department of Fish and Wildlife (CDFW) Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities (March 2018) and other applicable agency guidance.

- *Vegetation Mapping.* Aspen will update the vegetation mapping done by previous consultants and will map the vegetation in the new portions of the site that have not been previously mapped. Areas subject to the jurisdiction of the CDFW will also be identified (i.e., desert wash habitats).
- *Focused Burrowing Owl and Desert Tortoise Surveys.* All areas identified as potential habitat will be surveyed for desert tortoise and burrowing owl by walking 10- to 15-meter transects to identify individuals or their sign.

Aspen will prepare a Biological Technical Report that will present the detailed methodology and results for each field study. The report will describe the regional and local biological setting, identify sensitive resources present or with potential to occur on site, the applicable regulatory setting, an assessment of impacts to biological resources, and avoidance and minimization recommendations. The Biological Technical Report will provide the basis for the analysis of biological resources in the EIR.

Cultural Resources Technical Report. Aspen will prepare a Cultural Resources Technical Report for the proposed Parkway Village Master Plan. The report will include:

- *Records Search.* Aspen will consult the South Central Coastal Information Center (SCCIC) at California State University, Fullerton to conduct a records search for cultural resources. The search will cover the approximately 430-acre plan area and a one-quarter mile radius from the plan area boundary. Also, Aspen will contact the Vertebrate Paleontology section of the Western Science Center to complete a records search and access the online database of the University of California, Museum of Paleontology to determine the paleontological sensitivity of the plan area.
- *Field Survey.* Aspen archeologists will conduct a pedestrian survey of the proposed Master Plan properties and will conduct the survey at a maximum survey transect interval of 30 meters, as site conditions permit. Another field survey is necessary because the previous 2007 survey was completed more than 12 years ago and only covered a portion (30%) of the plan area.

Aspen will prepare a Cultural Resources Assessment Report that will include an environmental, cultural, and historic setting section, a description of the results of the literature and record search for both cultural and paleontological resources, a summary the results of the SB-18 and AB-52 consultations (assumed to be conducted by the City), results of the archaeological survey, conclusions, recommendations, and rationale for further study, if necessary. When the report has been finalized, Aspen will provide an electronic copy of the report to the SCCIC, as required.

Our scope does not include support with SB18 or AB 52 because on other City projects we have completed the City handled consultation with the tribes and did not request any support. However, Aspen archeologists have experience with tribal consultation and can provide support if needed and added to the scope and cost. Our scope also does anticipate finding resources and therefore does not include costs for preparing DPR 523 forms. If the survey does find resources, then we will need to amend the scope and cost for preparing archeological site records and assessing site for historical significance.

Hazardous Materials Records Search. With support from Earth Systems, the Aspen Team will conduct a review of available information and databases. A records search will be conducted; applicable hazardous materials plans, and regulations will be reviewed as well as information regarding the potential for wildfire risk using records from the State Fire and Resource Assessment Program, and other publicly available information. The records search will include an EDR report as well as a summary of the results of the agency search noted above. This information will be presented in an appendix to the EIR and the results summarized in the hazards and hazardous materials section of the EIR.

Noise Technical Report. The Noise Technical Report will be designed to provide information necessary to complete the CEQA noise and vibration EIR section for the Master Plan. The purpose of this study is to provide necessary complex details and quantifications within the study, allowing for the CEQA document to present its findings in more simplified terms for public review. The technical report will include the following specific subjects and analysis:

■ *Environmental Setting.*

- Description of existing sensitive receptors along the Specific Plan boundary and key roadways accessing the boundary (Sierra Highway, 10th Street West, West Avenue L, West Avenue K-8, West Avenue K-4, West Avenue K).
- Baseline daytime noise data will be collected (between the hours of 8:00 a.m. and 5:00 p.m.) for 15 minutes at five (5) locations, assumed to be the nearest noise-sensitive property lines along the Specific Plan boundary and key roadways accessing the boundary, as well as one (1) measurement within the Specific Plan boundary. Based on the revised CEQA Appendix G checklist questions (as amended December 2018), 24-hour ambient noise measurements are not considered necessary as compliance with applicable plans and policies is now the core requirement. An analysis of project increase over ambient noise levels is no longer included within CEQA Appendix G checklist questions.

■ *Regulatory Setting.*

- A description of the applicable City of Lancaster Municipal Code (Title 8, Health and Safety, Chapter 8.24, Noise Regulations) will be presented, as well as including all applicable policies from the City of Lancaster 2030 General Plan (Plan for Public Health and Safety, Noise). This will include applicable thresholds for existing and proposed land use designations of the Specific Plan area.
- A list of potentially relevant CEQA significance thresholds.

■ *Construction Noise Analysis.*

- A description of the expected noise levels generated by construction equipment use at 50-feet from the source.
- An analysis of anticipated construction noise and compliance with applicable City of Lancaster Municipal Code Chapter 8.24 (Noise Regulations) and General Plan policies at affected receptors.
- An analysis of anticipated temporary construction noise and assessment of whether this potential noise would be excessive.
- Draft mitigation measures and/or best management practices, as necessary, to reduce temporary construction noise and vibration.

■ *Operation Noise Analysis.*

- A description of the expected noise levels generated by land use type, including the new transportation network within the Master Plan boundary.
- Utilizing the Caltrans Traffic Noise Model, estimate traffic noise under existing conditions and "with-project" conditions for key roadways accessing the boundary (Sierra Highway, 10th Street West, West Avenue L, West Avenue K-8, West Avenue K-4, West Avenue K).
- An analysis of anticipated operation noise (land use and traffic) and compliance with applicable City of Lancaster Municipal Code Chapter 8.24 (Noise Regulations) and General Plan policies at affected receptors.
- Draft mitigation measures necessary to reduce excessive noise.

Traffic Analysis Technical Report. The proposed Master Plan would result in an increase in traffic volumes from plan-generated vehicular traffic. This report will evaluate the potential impacts of traffic generated by plan implementation during AM and PM peak hours to assess the ability of the roadway network to

accommodate the projected traffic volumes and identify any required roadway improvements. Garland and Associates will prepare a traffic report that addresses the following:

- The roadways that provide access to the plan area will be inventoried with regard to such physical conditions as number of lanes, types of traffic control devices, sidewalk/shoulder locations, and driveway locations. Garland will evaluate nine roadways and study 12 intersections in the report.
- The report will present quantitative information on baseline traffic conditions (peak hour traffic volumes, volume/capacity ratios, and intersection levels of service) on the roadways in the study area.
- Traffic volumes will be identified from the Trip Generation Manual and the anticipated interaction and internal trips between the plan's on-site land uses. Traffic volumes will be obtained from the City of Lancaster, County of Los Angeles, and Caltrans (where available) and supplemented with new traffic counts where necessary.
- Existing traffic conditions and the traffic conditions for the anticipated year of project buildout will be evaluated. Future baseline traffic volumes will be forecasted by considering area-wide growth and the cumulative volumes of traffic that would be generated by other proposed projects in the plan area.
- The impact analysis will include a before-and-after analysis of traffic conditions on the roadways and intersections in the site vicinity (i.e., traffic conditions with and without plan implementation).
- Potential measures will be identified to mitigate the potential significant traffic impacts and to ensure that the roadway network could accommodate the projected traffic volumes.

Water Supply Assessment. Aspen will prepare a Water Supply Assessment (WSA) to include a detailed analysis of water supply availability for the Master Plan based on the California Department of Water Resources Guidebook for Implementation of Senate Bill 610 and Senate Bill 221 (2001). The analysis will evaluate intended water use for construction as well as ongoing water needs for the proposed development over the next 20 years based on normal, single dry, and multiple dry years. It is assumed for purposes of this proposal that water will be obtained from the Los Angeles County Waterworks District 40 and that information on projected water needs for the project over the next 20 years, including construction water needs, will be supplied by the City of Lancaster. The WSA prepared for the previous Amargosa Creek Specific Plan will be reviewed and relevant information may be adapted into the WSA. The WSA will be prepared by a registered professional civil engineer with experience in water projects.

Task 3 – Screencheck Draft EIR

This task will include the preparation of two Screencheck Draft EIRs for review and comment by the City. Aspen will prepare the Screencheck Draft EIR consistent with the approved outline discussed with the City. Aspen will prepare a concise but comprehensive, accurate, and objective environmental document that fully complies with CEQA requirements and that addresses all mandatory sections. The methodology and criteria used for determining impacts will be clearly described in each technical section of the EIR, including any assumptions, models, or modeling techniques used in the analysis.

Project Description

The project description (or Master Plan description) will be developed in Task 1. It is identified here because it is a key component of the environmental analysis. The project description will be developed to discuss all phases of the plan implementation including proposed design and performance standards for future development and related discretionary approvals in the EIR (to address the "whole of the action," as required in CEQA). The Master Plan description should include:

- Details regarding plan implementation including anticipated development phases, any plan area improvements that will be made by the City, desired design features, desired future land uses, and proposed development standards
- Master Plan objectives
- A listing of all plan area parcels including the APNs, location, size, and current land use
- Maps and tables to concisely convey plan details.

Alternatives

Aspen will work with the City and design team (as applicable and at direction of City) to identify a range of reasonable and feasible alternatives early in the EIR process, including any alternatives identified during scoping. The alternatives will be evaluated regarding their ability to meet the objectives identified in the project description, and those that meet CEQA requirements for feasibility and ability to meet Master Plan objectives will be carried forward for analysis under each issue area.

Issue-Area Analysis

Aspen will prepare an analysis of potential environmental impacts from implementation of the Master Plan. The following issue areas will be addressed in the EIR:

- Aesthetics/Visual
- Agriculture/Forestry Resources
- Air Quality/Greenhouse Gas
- Biological Resources
- Cultural Resources
- Energy
- Geology, Soils and Paleontology¹
- Hazards/Hazardous Materials
- Hydrology/Water Quality
- Land Use, Planning, and Recreation
- Mineral Resources
- Noise and Vibration
- Population and Housing
- Public Services and Utilities
- Transportation
- Tribal Cultural Resources
- Wildfire

The analysis will include the following content for each issue area:

- **Environmental Setting** to identify key characteristics of the project area for the specific issue area.
- **Regulatory Setting** to identify applicable local, state, and federal regulations.
- **Environmental Impacts and Mitigation Measures** to identify potential impacts that could result from plan implementation and recommend measures to reduce these potential impacts that would be applied to future physical developments. The issue-specific thresholds of significance will be identified and discussed in this section.
- **Cumulative Impact Analysis** to address potential "cumulative" environmental impacts that could result from plan implementation in combination with other proposed projects or plans.
- **Level of Significance after Mitigation** to address any remaining residual impact, if any, and make a determination of significance for each issue based on the thresholds of significance.

Aspen will clearly describe the methodology used and criteria used to determine impacts in each technical section of the EIR, including any assumptions, models, or modeling techniques used in the analysis. For the issue areas where a technical report was prepared, the information in the technical reports will form the basis of the analyses. For those issues without a technical report, Aspen will conduct literature searches of resource-specific issues and review of available documents for other projects or plans near

the plan area to gather baseline information. Some of baseline information will also come from the site visits conducted at the start of this task order and information gained during preparation of the technical reports. All site visits and references will be documented and identified in the EIR.

For each significant impact identified in our analysis, the impacts and mitigation measures will be numbered for easy reference. The effectiveness and feasibility of mitigation measures will be discussed, and the level of significance after mitigation will be identified. The impact assessment will consider direct, indirect, and cumulative impacts based on the agreed-upon significance criteria. Cumulative impacts will take into consideration foreseeable development within a 1 to 2-mile radius of the plan area depending on the specific issue area.

Aspen will prepare the First Screencheck Draft EIR and submit to the City for review and comment. Aspen will submit one electronic copy and one hard copy with appendices. Based on comments received from the City, Aspen will revise the First Screencheck Draft EIR. The Second Screencheck Draft EIR will be submitted to the City for review and comment. Aspen will revise this version of the document consistent with the comments received from the City. Aspen will submit one electronic copy (Word and Adobe) and one hard copy. Aspen will only submit the appendices with this Second Screencheck Draft EIR if they have changed. The costs assume that only minimal changes will be needed to the appendices.

Task 4 – Draft EIR

Task 4 includes the publication of the Draft EIR once approved by the City for publication. Based on the review and approval of the Second Screencheck Draft EIR by the City and the approval to move forward with publication of the draft document, Aspen will publish the Draft EIR and provide 2 hard copies of the draft with the appendices on CD to the City. Aspen will also provide 50 CDs with 50 hard copies of the Executive Summary of the Draft EIR. The City will distribute the documents and release the Notice of Completion on this task order.

Task 5 – Final EIR

Aspen will prepare a Screencheck Final EIR or Response Document that includes the Response to Comments and identifies any changes to the Draft EIR consistent with the format used in previous EIRs prepared for the City (e.g. 2017 Antelope North Solar Project EIR). Aspen will submit the Screencheck Final for review and comment by the City. Aspen will revise the Screencheck Final EIR based on comments received. Aspen will work closely with the City in responding to comments and may need to work with the City on finalizing responses to specific questions.

Task 6 – Meetings and Hearings

Kick-off Meeting. Aspen will schedule a kick-off meeting with City Staff to discuss Master Plan details, communication protocols, schedule, and overall expectations. The kick-off meeting will be scheduled within the first 2 weeks of receiving the notice to proceed. Aspen will document the results of this meeting in brief notes provided by email to the City.

Site Visit. Aspen will conduct a site visit following the kick-off meeting. The site visit will provide Aspen an opportunity to gather site-specific information in the field such as sensitive receptor and existing land uses for the project description. Our scope includes the participation of two team members in site visit.

Scoping Meeting. The Aspen Project Manager and technical staff member will attend the scoping meeting scheduled and facilitated by City staff. We will take notes at the meeting and prepare meeting notes for distribution to the technical team. It is assumed the City will handle all logistics for the scoping meeting. However, if desired, the Aspen Project Manager can facilitate this meeting.

In-person and Conference Call Meetings. This task includes participation in one in-person meeting with the City and the design team to discuss the Master Plan. These meetings will be used to discuss plan-related issues and will be planned with a specific agenda prior to scheduling this meeting. In addition, the scope includes 6 hours of time (or 12 30-minute calls) for conference call meetings with the City regarding the Master Plan EIR and during the active periods of the EIR preparation.

Public Hearings. The Aspen Project Manager will participate in one Planning Commission hearing and one Board of Supervisors hearing. She can present findings of the EIR and respond to questions from decision makers or the public at both hearings.

Tasks and Products		
TASK	PRODUCT	QUANTITY AND DESCRIPTION
Task 1 – Project Description	Project Description	Electronic copy by email
Task 2 – Technical Reports	Air Quality/GHG Biological Resources Cultural Resources Hazardous Materials Record Search Noise Transportation/Traffic Water Supply Assessment	Electronic copy by email Depending on file size, may provide via OneDrive folder for downloading
Task 3 – Screencheck Draft EIR	First Screencheck Draft EIR	1 electronic copy (Word and Adobe) and 1 hard copy (including appendices)
	Second Screencheck Draft EIR	1 electronic copy (Word and Adobe) and 1 hard copy (appendices only if changed)
Task 4 – Draft EIR	Public Review Draft EIR	2 hard copies (appendices on CD); 50 CDs with hard copy Executive Summary
Task 5 – Final EIR	Screencheck Final EIR (Response Document)	1 electronic copy (Word and Adobe) includes responses to comments and mitigation monitoring program
	Final EIR	2 hard copies (appendices on CD); 25 CDs with hard copy Executive Summary

TASK ORDER NO. 2
Technical Studies and Environmental Impact Report
Parkway Village Master Plan
Environmental Services

EXHIBIT “B” – FEE SCHEDULE
Aspen Environmental Group – August 9, 2019

The table below presents our cost estimate for preparation of seven technical reports and the Parkway Village Master Plan EIR. The cost is based the contract hourly rates and staff identified in our authorized contract. Our estimate to complete the technical studies and EIR is **\$246,716**.

The table below includes the task breakdown for the Exhibit “A” Scope of Work.

Cost of Services

	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total
COST BY TASK	Project Description	Technical Reports	Screencheck Draft	Draft EIR	Final EIR	Kick-Off & Meetings	Tasks 1-6
Aspen Environmental Group	\$14,416	\$89,491	\$60,862	\$12,045	\$11,832	\$16,673	\$205,318
Aspen Non-Labor Costs	\$303	\$7,700	\$495	\$1,854	\$660	\$1,238	\$12,249
Subcontractors							
Earth Systems		\$1,566	\$5,839	\$902	\$1,175		\$9,482
Garland & Associates		\$15,290	\$2,090		\$2,288		\$19,668
Subtotal Subcontractor Cost		\$16,856	\$7,929	\$902	\$3,463		\$29,150
TOTAL Cost	\$14,718	\$114,047	\$69,286	\$14,800	\$15,955	\$17,910	\$246,716
Labor Hours by Task							
Aspen Environmental Group	86	579	405	66	68	90	1,294
Earth Systems		8	34	6	6		54
Garland & Associates		120	20		16		156
TOTAL LABOR HOURS	86	707	459	72	90	90	1,504

Scope and Cost Assumptions

- Aspen will prepare a full-issue EIR. An Initial Study will not be prepared for this project as allowed in CEQA when it is known that an EIR will be prepared.
- Based on recent City project, Aspen has not included distribution of the Master Plan EIR. However, Aspen has completed distribution for other projects and can do so here if desired by the City.
- Consistent with previous project, Aspen has not included the distribution or publication of CEQA notices. However, Aspen can add preparation and distribution of CEQA notices to scope/cost if desired by the City. Our scope assumes:
 - City will prepare and distribute Notice of Preparation (NOP), Notice of Completion (NOC) form and NOP to State Clearinghouse, and post notices with the County Clerk’s office.
 - City will prepare and distribute Notice of Availability of Draft EIR (NOA), NOC to State Clearinghouse with EIR, and post notices with the County Clerk’s office.
 - City will prepare and file Notice of Determination with the State Clearinghouse and post notice with the County Clerk’s office.

- Consistent with prior project, scope and cost do not include payment of filing fee to the California Department of Fish and Wildlife (CDFW; \$3,271).

Aesthetics

- The City's design team will provide elevations and/or site drawings showing proposed elevations of anticipated structures and design features or elements for use in the visual resources/aesthetics analysis of the EIR.

Biological Resources

- The results of the field studies will be compiled into one Biological Technical Report, and standalone reports for each type of survey will not be prepared.
- Mohave ground squirrel (MGS) trapping was conducted in 2005 in areas of suitable habitat in the Amargosa Specific Plan area with negative results. This scope of work includes a habitat assessment for MGS. Protocol-level trapping surveys may be recommended depending on the results on the habitat assessment and would require coordination with CDFW. Protocol surveys are not included in this scope of work, but Aspen has an MGS-permitted biologist on staff who can complete these surveys under a separate authorization, if required.
- A separate jurisdictional delineation is not proposed in this scope of work. However, the extent of resources under CDFW jurisdiction will be identified during the vegetation mapping effort.
- All field surveys described under the Biological Resources technical report would be completed by a team of three (3) biologists over three (3) 10-hour field days.
- Field surveys are recommended to be completed in or around April 2020 to adhere to applicable survey protocols established by resources agencies (i.e. CDFW).

Cultural Resources

- Scope assumes that previously recorded historic or prehistoric archaeological sites will not be identified in the records search results and no new historic or prehistoric archaeological sites will be identified during the pedestrian survey. Therefore, preparation of DPR 523 forms has not been included in the scope and cost for this task order.

Tribal Cultural Resources

- Consistent with other projects completed for the City, our scope assumes that the City will handle all consultation with the Native American Tribes (SB18 and AB 52). Aspen has in-house archeologists that can support the City with this effort if desired by the City and with a scope and cost amendment.
- City will provide information on the notices and the results of the Native American consultation to include in the Tribal Resources section of the EIR.

Hydrology/Water Quality

- It is assumed that drainage engineering information for the proposed development, including the disposition of Amargosa Creek flows, will be provided by the City of Lancaster.

STAFF REPORT
City of Lancaster

NB 3
12/10/19
JC

Date: December 10, 2019
To: Mayor Parris and City Council Members
From: Chenin Dow, Assistant to the City Manager
Subject: **Support for House Version of National Defense Authorization Act**

Recommendation:

Adopt **Resolution No. 19-61**, Support for House Version of National Defense Authorization Act, and authorize the City Manager, or his designee, to execute all related documents and transmit them to the appropriate members of Congress.

Fiscal Impact:

None

Background:

In 2013, the City of Lancaster proudly welcomed BYD – the first Chinese automotive manufacturer in North America – to our community. What started with just a few employees has since grown exponentially, flourishing into a 550,000-square-foot industrial facility employing nearly 800 local workers in the manufacture of electric buses.

In addition to this tremendous investment in its employees and in Lancaster, BYD has also seized the opportunity to be an excellent corporate citizen. The firm has served as a sponsor of key community events; donated to worthy causes; engaged in countless educational opportunities; invested in green energy alternatives; and much more.

Despite the remarkable positive impact BYD has had on Lancaster and our economy, the firm today finds itself in the crosshairs of the China-United States trade war. U.S. Congress is currently deliberating two versions of the National Defense Authorization Act (Act) in Conference Committee. Each house of Congress has submitted a different version of the Act for consideration. The Senate version contains the Transit Infrastructure Vehicle Security Act (S. 846), a provision which would prohibit public transportation agencies from purchasing all rolling stock – including buses – manufactured by Chinese state-owned, controlled, or subsidized companies.

This provision would effectively prohibit transit agencies from purchasing Lancaster-made BYD buses. As transit agencies are by far the largest market for such buses, BYD and its 800 Lancaster employees will be substantially impacted if this version of the Act passes. Notably, BYD is an independent, privately held company and is not a Chinese State Owned Entity.

H.R. 2500, the House of Representatives version of the Act, includes exceptions for manufacturers such as BYD. This version would allow BYD and its employees to continue business as usual, deploying clean electric buses throughout the country while also strengthening Lancaster's economy.

As such, staff recommends that the City Council express its support for the House version of the Act, as well as opposition to the Senate version, via the attached resolution and an accompanying letter to the Los Angeles County Congressional delegation urging them to support the Council's position.

CD:te

Attachment:
Resolution No. 19-61

RESOLUTION NO. 19-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, DECLARING ITS SUPPORT FOR THE HOUSE VERSION OF THE NATIONAL DEFENSE AUTHORIZATION ACT AND URGING THE LOS ANGELES COUNTY CONGRESSIONAL DELEGATION TO SUPPORT THE SAME

WHEREAS, the City of Lancaster is home to the first China-based automotive manufacturer in North America, BYD; and

WHEREAS, BYD employs approximately 800 local workers, has made significant investments in a 550,000-square-foot industrial plant and other facilities; and

WHEREAS, BYD has served the community as an excellent corporate citizen, investing in sponsorships, donations, and educational opportunities; and

WHEREAS, Congress is currently deliberating two versions of the National Defense Authorization Act (NDAA) in Conference Committee, one from each house of Congress; and

WHEREAS, the Senate version contains the Transit Infrastructure Vehicle Security Act (S. 846), which would prohibit public transportation agencies from entering into contracts for the purchase of all rolling stock, including buses, manufactured by Chinese state-owned, controlled, or subsidized companies; and

WHEREAS, at least one company, BYD Motors LLC, which manufactures bus rolling stock in Lancaster, stands to be dramatically impacted — especially if the Senate version of the NDAA is ultimately passed by Congress; and

WHEREAS, while BYD's international headquarters are located in China, it is an independent, privately held company and not a State Owned Entity; and

WHEREAS, all of BYD's approximately 800 employees, nearly 750 of whom are members of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), would be negatively impacted by the NDAA; and

WHEREAS, the City of Lancaster and the surrounding Antelope Valley have seen many improvements through BYD's Community Benefits Agreement, trade apprenticeship partnership with the local community college, and the expansion of quality employment opportunities; and

WHEREAS, adoption of the NDAA would threaten the many benefits realized in the Antelope Valley and throughout Los Angeles County by BYD's presence, including potentially significant impacts on future contracts for zero emission buses.

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

Section 1. The City of Lancaster shall send a five-signature letter to the Los Angeles County Congressional Delegation in support of H.R. 2500, the House version of the National Defense Authorization Act (NDAA), including its exceptions for bus manufacturers like BYD, and opposition to the Senate version, and urge our federal representatives to support the Board's position.

PASSED, APPROVED, and ADOPTED this 10th day of December, 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. 19-61, 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)

**MEMORANDUM
CITY OF LANCASTER**

TO: Mayor Parris and City Council Members
FROM: Vice Mayor Marvin Crist
DATE: December 10, 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 October 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 October Board meeting:

Present: Chairman Marvin Crist
Director Angela Underwood-Jacobs
Director Michelle Flanagan
Director Richard Loa
Alternate Director Kathryn Mac Laren

Amendment No. 2 to Contract #2015-03 with Transdev Services, Inc., For Dial-A-Ride Paratransit Services

Authorized the Executive Director/CEO to execute Amendment No. 2 to Contract #2015-03 with Transdev Services, Inc., for an additional amount of \$332,378, and a three-month time extension, which includes a value-added fee in the amount of \$5,000 per month for short-term agreement ending existing services on March 31, 2020.

Approved (5-0-0-1)

Contract #2020-05 to Taft Electric Company for Electric Bus Charging At 40th Street East and Palmdale Boulevard

Authorized the Executive Director/CEO to execute Contract #2020-05 with Taft Electric Company, Ventura, CA, for electric bus charging at 40th Street East and Palmdale Boulevard for the amount of \$1,763,271, plus applicable permit fees, and sales tax.

Approved (4-0-1-1)

CVH/sr

MEMORANDUM
CITY OF LANCASTER

TO: Mayor Parris and City Council Members

FROM: Vice Mayor Marvin Crist

DATE: December 10, 2019

SUBJECT: **Report on the Activities of the Board of Directors for District No. 14 of the County Sanitation Districts of Los Angeles County**

Recommendation:

Receive a report of the proceedings and issues discussed at the October 30, 2019, District No. 14 Board of Directors adjourned regular meeting of the County Sanitation Districts of Los Angeles County (District).

Background:

District No. 14 of the County Sanitation Districts of Los Angeles County is organized to receive through their trunk sewers the wastewater from all of the City of Lancaster, a small region of the westerly portion of the City of Palmdale, and a smaller region of the unincorporated County of Los Angeles. A Board of Directors, comprised of one representative from each City and the County, generally meets monthly to review and decide upon the business of the District.

The following significant events took place at the October meeting:

Present: Alternate Director Marvin Crist
Alternate Director Bishop

Absent: Chairperson R. Rex Parris
Director Steve Hofbauer
Director Janice Hahn
Alternate Director Kathryn Barger

Minutes of Adjourned Regular Meeting Held September 12, 2019.

Approved Minutes of the adjourned regular meeting held on September 12, 2019.
Approved (2-0-0-2)

District Expenses for the Months of July and August 2019.

Approved the District Expenses for the months of July and August 2019:

Local District Expenses:

Operations & Maintenance (O & M):\$2,143,458.35

Capital:\$361,603.67

Legal:\$5,820.91

District No. 14's Share of Allocated Expenses for O & M and Capital:

Joint Administration:\$187,443.80

Technical Support:\$257,099.28

Legal:\$13,311.54

Total Expenses:\$2,968,737.55

Approved (2-0-0-2)

Approve Plans and Call for Bids for Construction of Trunk "D" Sewer Rehabilitation (Project).

Approved Plans and Call for Bids for Construction of Trunk "D" Sewer Rehabilitation (Project);
Authorize Chief Engineer and General Manager to Establish Date for Receipt of Bids

Approved (2-0-0-2)

Re: Annexation No. 431 to District.

(a) Adopted Resolution for Making Application to Local Agency Formation Commission (LAFCO) for Annexation and Amendment to Sphere of Influence (SOI); Review, Consider and Find Adequate California Environmental Quality Act (CEQA) Document; and Consent to Waiver of Protest Proceedings

(b) Adopted Joint Resolution with County of Los Angeles, Antelope Valley Cemetery District, Antelope Valley Mosquito & Vector Control District, Antelope Valley Resource Conservation District, City of Lancaster, and Antelope Valley - East Kern Water Agency Approving and Accepting Negotiated Exchange of Property Tax Revenues Resulting from Annexation

Approved (2-0-0-2)

Authorize Issuance of Purchase Order.

Authorized Issuance of Purchase Order to Bowen Engineering & Environmental (Bowen) in Amount of \$145,000 to Crush Concrete Pipe at Lancaster Water Reclamation Plant (WRP) Eastern Agricultural Site (EAS) and Spread on Farm Roads

Approved (2-0-0-2)

Authorize Issuance of Purchase Orders for On-call Hydrogeological and Chemical Fate and Transport Services for Three-Year Period as Follows.

Authorized Issuance of Purchase Orders for On-call Hydrogeological and Chemical Fate and Transport Services for Three-Year Period as Follows:

- (a) To Geo-Logic Associates (GLA) in Amount of Approximately \$1,000,000
- (b) To GSI Environmental, Inc., (GSI) in Amount of Approximately \$1,000,000
- (c) To Wood Environment & Infrastructure Solutions, Inc., (Wood) in Amount of Approximately \$1,000,000

Approved (2-0-0-2)

Re: Groundwater and Land Lease Agreement (Lease) with Calandri Farms, Inc., (Calandri) for Agricultural Operations Using Groundwater at Lancaster Water Reclamation Plant (WRP) Eastern Agricultural Site (EAS). *The Board may meet in closed session as follows:*

Approved of Board meeting in closed session to discuss Groundwater and Land Lease Agreement (Lease) with Calandri Farms, Inc., (Calandri) for Agricultural Operations Using Groundwater at Lancaster Water Reclamation Plant (WRP) Eastern Agricultural Site (EAS).

- (a) CLOSED SESSION – Conference with Real Property Negotiators (Pursuant to Government Code Section 54956.8) Re: Potential Second Amendment to Groundwater and Land Lease Agreement (Second Amendment) with Calandri on 1,039 Acres of District Agricultural Property Located Approximately Between Avenue E-8 and Avenue G, and 70th Street East and 90th Street East; District Negotiators: Robert C. Ferrante and Raymond Tremblay; Negotiating Party: Calandri; Under Negotiation: Price and Terms of Payment
- (b) CLOSED SESSION – Conference with Legal Counsel – Anticipated Litigation (Pursuant to Government Code Section 54956.9(d)(2)) – One Potential Case

Approved (2-0-0-2)

Meeting adjourned date TBD.