



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

***TELEPHONIC/VIRTUAL PURSUANT TO
GOVERNOR'S EXECUTIVE ORDER N-29-20***

Tuesday, May 11, 2021

Regular Meeting – 5:00 p.m.

The City Clerk/Agency/Authority Secretary hereby declares the agenda was posted
by 5:00 p.m. on May 7, 2021
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 Darrell Dorris Council

Member/Agency Director/Authority Member Raj Malhi Council

Member/Agency Director/Authority Member Ken Mann

**In response to Governor's Executive Order N-29-20, and due to capacity
limitations at the Lancaster City Hall Council Chambers,
this meeting will be conducted telephonically and video
streamed live on Channel 28 and the City's website:**

<https://www.cityoflancasterca.org/our-city/departments-services/city-clerk/meetings-agendas-and-minutes/public-meetings-web-streaming>

PUBLIC COMMENTS ON AGENDIZED ITEMS MAY BE RECEIVED BY

DIALING 1-877-853-5257 USING MEETING ID: 949 6093 2923#

PASSWORD: 817833#

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

In accordance with Governor’s Order N-29-20, the public may observe this telephonic/ virtual meeting by listening to the live broadcast on local cable channel 28 or live stream on the City’s website: <https://www.cityoflancasterca.org/our-city/departments-services/city-clerk/meetings-agendas-and-minutes/public-meetings-web-streaming> The public may participate in the meeting by ***DIALING 1-877-853-5257 USING MEETING ID: 949 6093 2923#PASSCODE: 817833#***. ***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: Dorris, Malhi, Mann; Vice Mayor/ Vice Chair Crist, Mayor/Chair Parris

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION

1. Audited Annual Financial Report for Fiscal Year 2019-2020
Presenter: George N. Harris II, Finance & Information Technology Director

COUNCIL ACTIONS

MINUTES

M 1. Approve the City Council/Successor Agency/Financing/Power/Housing/California Choice Energy Authority Regular Meeting Minutes of April 27, 2021.

EMERGENCY DECLARATION

ED 1. COVID-19 Pandemic Updates and Actions

Recommendations:

1. Receive update from staff and/or deputy mayors regarding COVID-19 pandemic status.
2. Direct staff to take actions in response to updated COVID-19 information.
3. Authorize the City Manager to take actions, execute documents and/or expend funds in response to the COVID-19 pandemic.
4. Authorize and/or direct the City Attorney, with the concurrence of the City Manager, to take actions, execute documents and expend funds in response to legal issues pertaining to the COVID-19 pandemic.

Staff and/or the Deputy Mayors will provide an update regarding the COVID-19 pandemic and its current impact in the City and the Antelope Valley. The Council will be asked to take action(s) and/or give direction(s) based upon the most up-to-date data available.

CONSENT CALENDAR

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

CC 2. Approve the Check and Wire Registers for April 11, 2021 through April 24, 2021 in the amount of \$2,595,509.75 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. Reject all bids for **PWCP 21-008**, 2021 Neighborhood Improvement Project. Four (4) bids were received, and all significantly exceeded the project budget.

The proposed project was designed to include approximately fifty-one (51) lane-miles of roadway repair and rehabilitation in the neighborhoods bounded by the following streets: (1) Avenue J to Avenue J-8 and Division Street to Raysack Avenue, (2) 10th Street West to Sierra Highway and Avenue I to Lancaster Boulevard, (3) Avenue J-8 to Avenue K and 15th Street East to Rembrandt Street, (4) Lancaster Boulevard to Avenue J and Division Street to 5th Street East, and Additive Alternate 1 (AA1) Division Street to Challenger Way and Avenue J-8 to Avenue K. On April 6, 2021, at 11:00 a.m., the City conducted an electronic bid opening for PWCP 21-008 via PlanetBids. The Base Bid, Additive Alternate 1, anticipated contingency, staff time expenses, labor compliance contract, and materials testing costs exceed the project budget.

CC 4. Authorize the City Manager, or his designee, to approve and sign any and all documents necessary for the acquisition of the subject real property, for roadway needs for the Measure R, SR-138 (SR-14) Avenue J Interchange Improvement Project.

On July 28, 2020, the City Council was briefed in closed secession, and gave staff direction to enter into negotiations with Walid Elassaad, for the purpose of acquiring right-of-way for the SR-138 (SR-14) Avenue J Interchange Improvement Project. The City has sought and received acceptance from Walid Elassaad, the owner of APN's 3124-012-007 and 3124-012-012. The City received Mr. Elassaad's acceptance of the City's offer of \$150,000.00, or \$2.95 per square-foot on January 14, 2021, for the portion of property (50,530 square-feet, 1.16 acres) as described in the Grant Deed (see attachment) for Avenue J right-of-way. The project cannot be completed as designed without the subject right-of-way acquisition on Avenue J.

CC 5. Approve the Joint Use Agreement with the Southern California Edison Company (SCE), for Measure R/SR-138 project, located at the southwest corner of 22nd Street West and Avenue J, to provide for the relocation of existing SCE facilities necessitated by the proposed widening of Avenue J. Authorize the City Manager, or his designee, to sign all documents.

As a necessity for Measure R/SR-138 Avenue J street widening and improvements, the existing SCE facilities currently located within the existing right-of-way, will need to be relocated to their ultimate location within the expanded right-of-way. In order to preserve SCE's prior easement rights and to accommodate the street widening and improvements, SCE has requested that the City enter into a Joint Use Agreement (see attachment). The project cannot be completed as designed and construction cannot commence without entering into the subject agreement.

CC 6. Award Catering Services – Vaccination Sites RFP 736-21:

1. Award Professional Services Agreement to Clethouse Café Inc. of Lancaster, CA with a not to exceed amount of \$50,000.00 per month to provide catering services at the AV Fairgrounds vaccination site. Contract amount undetermined at this time, but expected to exceed \$125,000.
2. Award Professional Services Agreement to Primo Café of Lancaster, CA with a not to exceed amount of \$50,000 to provide catering services at the AV Fairgrounds vaccination site.
3. Award Professional Services Agreement to Great Wall Restaurant of Lancaster, CA with a not to exceed amount of \$50,000 to provide catering services at the AV Fairgrounds vaccination site.
4. Award Professional Services Agreement to Denny’s Restaurant of Lancaster, CA with a not to exceed amount of \$50,000 to provide catering services at the AV Fairgrounds vaccination site.

On March 8, 2021, the City of Lancaster, in partnership with Kaiser Permanente, opened a community COVID-19 vaccination site at AV Fairgrounds to provide eligible residents of the Antelope Valley with a reliable and local source for getting vaccinated. On April 9, 2021 the City of Lancaster, in partnership with High Desert Medial Group, opened a second vaccination site at the AV Fairgrounds to expand the availability of vaccines to residents. Local nursing students, medical staff, City staff, and City volunteers have offered their time to work these sites. On March 30, 2021, the City advertised Request for Proposals 736-21 (RFP 736-21) for Catering Services – Vaccination Sites to be managed by Parks, Arts, Recreation, & Community Services. The City of Lancaster sought proposals from qualified vendors to provide catering services (lunch) at the vaccination sites. Clethouse Café Inc. will be the primary vendor used for these services due to price and experience. Primo Café, Great Wall Restaurant, and Denny’s Restaurant will be used in rotation with Clethouse Café Inc. Other restaurants will be used as well, but on a smaller scale not requiring a contract in place. Using this rotation schedule will allow the City to keep the cost of the catering services reasonable while also aiding in the financial recovery of several local businesses from the COVID-19 pandemic.

CC 7. Memorandum of Understanding with Fraber Properties II, LLC

1. Approve a Memorandum of Understanding with Fraber Properties II, LLC for the buyout of Fraber Properties II, LLC’s share of four industrial parcels in the Lancaster Business Park.
2. Authorize the City Manager or his designee to finalize and execute all related documents.
3. Appropriate \$1,046,529.00 from Account No. 101-2900-000 General Fund Balance to Account No. 109-4240-912 Property Acquisition Expense.

In 2012, the Lancaster City Council approved a Project Development Agreement with Morton Way, LLC (“Morton Manufacturing”) and Fraber Properties II, LLC (“Framer Properties”). This agreement brought Morton Manufacturing’s corporate headquarters, as well as 300 full-time manufacturing jobs, to the City of Lancaster. In addition to the immediate benefit of attracting Morton Manufacturing, the deal created four shovel-ready sites designed to attract still more jobs and investment to the Lancaster community. As part of this arrangement, the City of Lancaster and Fraber Properties agreed to jointly market the remaining four parcels for future industrial development. Staff continues to aggressively market these properties. Today, the City has the opportunity to buy out Fraber Properties’ interest in the property for a discounted rate of \$2.50 per square-foot. Through approval of this Memorandum of Understanding, City of Lancaster has the opportunity to repay a debt, assist the private partner who allowed for the attraction of Morton Manufacturing, and generate a profit for the benefit of the citizens of Lancaster.

CC 8. Provide the attestation specified under California’s Power Source Disclosure (PSD) Program, which requires the governing council of a public agency providing retail electric service to endorse the accuracy of each annual report and power content label, as submitted to the California Energy Commission, for the previous year. In the case of Lancaster Choice Energy (LCE), such attestations will be based on the California Choice Energy Authority’s (CalChoice) technical review and will address the 2019 Annual Reports and Power Content Labels (PCL) prepared for the LCE community choice aggregation (CCA) program.

California Public Utilities Code requires all retail sellers of electric energy, including LCE, to disclose “accurate, reliable, and simple-to-understand information on sources of energy” that are delivered to their respective customers. Applicable regulations direct retail sellers to provide such communications to customers each year. The format for requisite communications is highly prescriptive, offering little flexibility to retail sellers when presenting such information to customers – The CEC administers the development of pertinent templates, which must be used for this purpose. This format has been termed the Power Content Label, or PCL, by the CEC.

CC 9. Adopt **Ordinance No. 1082**, amending the City zoning plan for approximately 272.4 acres generally bounded by Avenue J, Avenue J-12, 20th Street West, and 12th Street West, known as Zone Change No. 17-03 (APNS: 3123-001-004, 005, 028, 042, 045, 062, 068, 069, 901, 904, 908, 909, 912, 914, 915, 917, 920 thru 922; 3123-002-031, 032, 034, 047, 050, 051, 059 thru 066, 903, 907, 909; 3123-003-086 thru 089, 094 thru 101; 3123-004-024, 027, 037, 038, 040, 042, 045 thru 048, 903, 904, 907 thru 910; 3123-012-015, 041; 3123-013-036, 041, 068, 101, 900, 901; 3123-014-900 thru 916; 3123-015-026 thru 028, 030, 033, 035, 900 thru 908; and 3123-016-004, 005, 085, 904, 905).

Since 2014, the City of Lancaster has been working on a plan to revitalize the area surrounding the Antelope Valley Hospital and transform it into a walkable medical district which would meet the needs of the City’s residents and visitors. In order to facilitate this development, a General Plan Amendment and Zone Change are required to change the land use designation for the Plan Area to Mixed Use and the zoning to Mixed Use – Health District.

CC 10. Adopt **Ordinance No. 1083**, amending Chapters 5.56 and 17.43 of the Lancaster Municipal Code (each titled “Commercial Cannabis Activity”) relating to the regulation of commercial cannabis activity in the City.

The purpose of the proposed ordinance is to align the City’s regulations to more closely mirror commercial cannabis activities allowed under state law; specifically, the ordinance would amend the existing regulations to do the following: (a) clarify that sub-categories of cannabis cultivation are permissible in the City; (b) allow mixed-light cultivation; (c) allow for stand-alone distribution facilities; and (d) allow retail sales and delivery of cannabis and cannabis products. The proposed ordinance also delegates to the City Manager the authority to establish and implement written policies regarding the maximum number of licenses that may be issued for commercial cannabis facilities. In addition, it adds additional enforcement mechanisms and aligns the regulatory requirements with industry standards and state regulations. It should be noted that this decision and recommendation does allow for retail sales without additional approvals.

PUBLIC HEARING

PH 1. Adoption of the City of Lancaster’s Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME) 2021 Program Year Action Plan

Recommendations:

1. Approve and adopt the CDBG and HOME Action Plan for the 2021 Program Year to be submitted to the United States Department of Housing and Urban Development
2. Appropriate \$1,549,389.00 from 2021/22 CDBG Program Year Funds
3. Appropriate \$676,132.00 from 2021/22 HOME Program Year Funds
4. Authorize the City Manager or designee to execute all contracts and associated documents, including subrecipient agreements, subject to City Attorney approval.

The proposed One-Year Action Plan is intended to provide a summary of proposed program activities, eligibility criteria, and funding levels for the 2021 program year. All programs and/or projects submitted in the Plan are in compliance with the U.S. Department of Housing and Urban Development (HUD) guidelines for eligible activities. In accordance with Title 24 CFR part 91, this Annual Action Plan lists the activities the City will undertake to address priorities and objectives with anticipated CDBG and HOME funding received during the 2021 - 2022 program year. A new Action Plan is developed and submitted for each program year within the five-year planning period of the Consolidated Plan (2021 - 2025).

COUNCIL AGENDA

CA 1. Swearing in of Irvine Carrillo, Lancaster Architectural & Design Commissioner
Presenter: Mayor Parris

COUNCIL REPORTS

CR 1. Council Reports

CALIFORNIA CHOICE ENERGY AUTHORITY

No action required at this time.

LANCASTER HOUSING AUTHORITY

No action required at this time.

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

LANCASTER SUCCESSOR AGENCY

No action required at this time.

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. In accordance with Governor’s Order N-29-20, the public may observe this telephonic/ virtual meeting by listening to the live broadcast on local cable channel 28 or live stream on the City’s website: (<https://www.cityoflanasterca.org/our-city/departments-services/city-clerk/meetings-agendas-and-minutes/public-meetings-web-streaming>) The public may participate in the meeting by ***DIALING 1-877-853-5257 USING MEETING ID: 949 6093 2923#PASSCODE: 817833#***. ***Individual speakers are limited to three (3) minutes each unless a different time limit is announced.*** 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.

CITY COUNCIL / AGENCY/ AUTHORITY COMMENTS

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 - Anticipated Litigation: consideration of initiation of litigation pursuant to Government Code Section 54956.9(d) (4) - two potential cases.
4. Desert-Candle, LP v. Frontier Homes, LLC, LASC Case No. 20STCV05178
5. Kappler v. Lancaster, LASC 18STCVO4990
6. Antelope Valley Groundwater Cases Included Action:
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
7. Ramos v Patino, LASC Case No. MC027974
8. Lozoya v. City of Lancaster, LASC Case No. 19AVCV00714
9. Johnson v. City of Lancaster, LASC Case No. 19AVCV00824
10. Rahier v. City of Lancaster, LASC Case No. 19AVCV00163
11. Brisa Mahoney, et al. v. City of Lancaster, et al., LASC Case No. 20STCV02556
12. Conference with Real Property Negotiators:
Property: APNs 3124-012-007&012
City negotiators: Mike Livingston, Allison Burns
Negotiating parties: Elassaad Walid
Under negotiation: price and terms of payment
Property: APNs 3124-012-008&009
City negotiators: Mike Livingston, Allison Burns
Negotiating parties: Ann Hiramoto
Under negotiation: price and terms of payment
13. Manzo v. Beazer Homes Holdings, LLC et al., LASC Case No. 20AVCV00297
14. Hernandez v. County of Los Angeles, et al., LASC Case No. 20AVCV00318

15. Romines v. City of Lancaster, et al., LASC Case No. 20AVCV00345
16. Mahoney v. City of Lancaster et al, LASC Case No. 20AVCV00199
17. Moujan v. City of Lancaster et al., LASC Case No. 20AVCV00205
18. Davis v. State of California, LASC Case No. 19AVCV00805
19. Lancaster v. Netflix, et al., LASC 21STCV01881
20. Butts v. Lancaster, LASC 21STCP00389
21. Lancaster v. Rives
22. Myesha Lopez, et al. v. County of Los Angeles, et al. CDCA Case No. 5:21-cv-00290-JGB(SHKx)

ADJOURNMENT

Next Regular Meeting:

Tuesday, May 28, 2021 at 5:00 p.m.

MEETING ASSISTANCE INFORMATION

In compliance with the Americans with Disabilities Act and Executive Order N-29-20, the City has implemented a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the Americans with Disabilities Act and resolving any doubt whatsoever in favor of accessibility. If you need special assistance to participate in this telephonic meeting, please contact the City Clerk at (661)723-6020 or via email at CityClerk@cityoflanasterca.org. 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.

STAFF REPORT
City of Lancaster

CC 2
05/11/21
JC

Date: May 11, 2021

To: Mayor Parris and City Council Members

From: George N. Harris II, Finance & Information Technology Director

Subject: **Check Registers – April 11, 2021 through April 24, 2021**

Recommendation:

Approve the Check and Wire Registers for April 11, 2021 through April 24, 2021 in the amount of \$2,595,509.75 as presented.

Fiscal Impact:

\$2,595,509.75 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.:	7418075-7418303	\$ 1,492,611.17
ACH/Wire Check Nos.:	101010860-101010863	\$ <u>1,102,898.58</u>
		\$ 2,595,509.75

Voided Check No.:	N/A
Voided ACH/Wire No.:	N/A

GH:sp

Attachments:

Check Register
ACH/Wire Register

City of Lancaster Check Register



From Check No.: 7418075 - To Check No.: 7418303
 From Check Date: 04/11/21 - To Check Date: 04/24/21

Printed: 4/26/2021 9:36

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7418075	C2060	CA WATER SERVICE COMPANY	03/08-04/07/21 WATER SVC	97.68	482 4636654	97.68
7418076	D0983	CRAZY OTTO'S DINER #3	REIMBURSE-TAKE OUT/CHILL GFTCD	300.00	101 4431301	300.00
7418077	1215	L A CO WATERWORKS	02/01-04/07/21 WATER SVC	6,704.19	101 4620654 203 4636654 482 4636654	55.09 2,042.84 4,606.26
				<u>6,704.19</u>		<u>6,704.19</u>
7418078	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 8/2021	300.00	101 2171000	300.00
7418079	10218	ORGANIC THERAPY COMPANY	03/21-COMMUNICABLE DISEASE CON	5,000.00	101 4431301	5,000.00
7418080	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 8/2021	566.06	101 2170200	566.06
7418081	1705	QUARTZ HILL WATER DISTRICT	03/01-03/31/21 WATER SVC	921.94	101 4620654 101 4620682 203 4636654 482 4636654	115.14 38.27 377.43 391.10
				<u>921.94</u>		<u>921.94</u>
7418082	03154	SO CA EDISON	05/26/20-04/01/21 ELECTRIC SVC	220.72	483 4785660	220.72
7418083	03154	SO CA EDISON	02/24-03/26/21 ELECTRIC SVC	2,649.68	101 4620652 101 4633652 101 4634652 483 4785660	32.59 2,073.38 526.73 16.98
				<u>2,649.68</u>		<u>2,649.68</u>
7418084	A2089	SO CA EDISON-ACCTS REC	OPERATING RENT 5/1/21-4/30/22 NORTH END OF PARKING LOT	4,855.54	101 4633603	4,855.54
7418085	1907	SO CA GAS COMPANY	03/04-04/02/21 GAS SVC	14.30	101 4631655	14.30
7418086	10131	STOCK, LAWRENCE	03/21-COMM DISEASES ADVICE	5,000.00	101 4431301	5,000.00
7418087	C2555	TIME WARNER CABLE	03/09-04/08/21 TV SERVICE TW INV#2021059030921	44.50	101 4315651	44.50
7418088	C2555	TIME WARNER CABLE	03/17-04/16/21 TV SVC TW INV#2630529031721	66.07	101 4315651	66.07
7418089	C2555	TIME WARNER CABLE	03/21-04/20/21 TV SVC TW INV#2224927032121	91.56	101 4315651	91.56
7418090	C2555	TIME WARNER CABLE	3/27-4/26/21 TV/INTERNET/VOICE TW INV#2257364032721	498.43	101 4632301	498.43
7418091	D2816	WM CORPORATE SERVICES INC	AV FIELD HOSPITAL-1600 W AVE J	323.13	101 4431301	323.13

City of Lancaster Check Register



From Check No.: 7418075 - To Check No.: 7418303

From Check Date: 04/11/21 - To Check Date: 04/24/21

Printed: 4/26/2021 9:36

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7418092	C3660	A V AIR QUALITY MGMT DISTRICT	LMS-GENERATOR	505.91	101 4632311	505.91
			PAC-GENERATOR	505.91	101 4650311	505.91
			CH-GENERATORS(2)	1,011.82	101 4633311	1,011.82
			MOAH-GENERATOR	505.91	101 4633311	505.91
				<u>2,529.55</u>		<u>2,529.55</u>
7418093	10165	ADT COMMERCIAL LLC	04/21-LMS-ALARM MONITORING	56.70	101 4632301	56.70
7418094	C8745	ADVANCE ELECTRIC	STP-REPAIR EXTERIOR LIGHTING	390.00	101 4631402	390.00
			MOAH-NEW WIRING/OUTLETS	775.00	101 4633402	775.00
			PAC-NEW OUTLET IN LOBBY	825.00	101 4650402	825.00
				<u>1,990.00</u>		<u>1,990.00</u>
7418095	D3147	AMERICAN PLUMBING SERVICES,INC	NSC-VALVE REBUILDS(2)	3,130.06	101 4635402	3,130.06
7418096	05251	AMTECH ELEVATOR SERVICES	04/21-ELEVATOR SVC	1,086.45	101 4632301	271.62
					101 4633301	271.61
					101 4633301	271.61
					101 4650301	271.61
				<u>1,086.45</u>		<u>1,086.45</u>
7418097	10419	ANTHROPOLOGICAL RESEARCH CONT	NATIVE AMERICAN OUTREACH	2,500.00	101 4653251	2,500.00
7418098	00382	CARRIER COMMUNICATIONS	04/21-HAUSER MTN SITE RENT	604.95	101 4245350	604.95
7418099	10480	CARTER, DEVYNNE	REWARD - FIREWORKS	250.00	101 4100261	250.00
7418100	05128	CLEANSTREET	03/21 MONTHLY STREET SWEEP	45,127.34	203 4752450	25,271.31
					484 4752450	19,856.03
				<u>45,127.34</u>		<u>45,127.34</u>
7418101	10251	COOK, KAYLA	REWARD-FIREWORKS	250.00	101 4100261	250.00
7418102	A0925	DESERT HAVEN ENTERPRISES	03/21-COVID19-DISINFECTING	1,101.10	101 4431301	1,101.10
7418103	00414	DESERT LOCK COMPANY	NSC-FIX LOCK	65.00	101 4635402	65.00
7418104	09488	DODGE, DANI	MSTR CULTURAL PLAN SURVEY	1,500.00	101 4653251	1,500.00
7418105	08839	DUKE ENGINEERING AND ASSOCS	STP PROJECT ENGINEER CNSLT SVC	24,165.20	701 11BS019924	24,165.20
7418106	01048	ECONOLITE CONTROL PROD INC	CABINET REPAIR-AVE K/CHLGR WAY	6,748.41	203 4785460	6,748.41
7418107	10482	EMCH, BRIAN	REWARD - FIREWORKS	250.00	101 4100261	250.00
7418108	D2427	ENVIRONMENTAL SOUND SOLUTIONS	BLVD SPEAKERS	1,697.64	101 4633404	1,697.64
7418109	10478	ETHERINGTON, LISA SUSAN	REWARD - FIREWORKS	250.00	101 4100261	250.00

City of Lancaster Check Register



From Check No.: 7418075 - To Check No.: 7418303
 From Check Date: 04/11/21 - To Check Date: 04/24/21

Printed: 4/26/2021 9:36

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7418110	D3240	FASTENAL COMPANY	K-RAILS UTILITY SVCS	22,077.94 129.13	101 4431753 480 4755208 480 4755209 484 4755208	22,077.94 37.09 55.73 36.31
				<u>22,207.07</u>		<u>22,207.07</u>
7418111	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	120.53	101 4200212 101 4410212 101 4600212 203 15SW016924	44.35 23.14 29.90 23.14
				<u>120.53</u>		<u>120.53</u>
7418112	09588	FERGUSON ENTERPRISES LLC #1350	LF P/BTN ASSY, LF CRT F/BUBBLR	353.10	101 4632404	353.10
7418113	10398	FOSSIL INDUSTRIES, INC	BALANCE-PRIME DSRT WDLNDS RSRV	374.00	101 4634404	374.00
7418114	07369	FRONTIER COMMUNICATIONS CORP	2/25-3/24/21 TELEPHONE SVC	992.28	101 4633651	992.28
7418115	08245	GOLDEN STATE LABOR COMPLIANCE	CP16004-10TH ST W RD DIET CP20010-2020 SDWLK CRB GTTR RP CP21001-2020 SPRING PVMNT MGMT	2,898.88 1,417.97 4,723.74	206 15BW008924 701 15SW018924 203 12ST041924	2,898.88 1,417.97 4,723.74
				<u>9,040.59</u>		<u>9,040.59</u>
7418116	02536	GRACE RESOURCES, INC	HYGIENE SERVICES	1,986.12	101 4300301 261 4542773	861.14 1,124.98
				<u>1,986.12</u>		<u>1,986.12</u>
7418117	10481	HARMON, MARIAN	REWARD - FIREWORKS	250.00	101 4100261	250.00
7418118	06058	HAYNES SALES	NEW PRESSURE WSHR & RMT BOX INSTALL HYDRO TEK SYSTEM	8,675.61 1,380.00	101 4753753 101 4753753 101 4753753	5.00 8,670.61 1,380.00
				<u>10,055.61</u>		<u>10,055.61</u>
7418119	10476	HICKS, REBECCA	REWARD - FIREWORKS	250.00	101 4100261	250.00
7418120	C9535	HILLYARD/LOS ANGELES	JANITORIAL SUPPLIES	1,309.23	101 4633406	1,309.23
7418121	03366	JAS PACIFIC	PLAN REVIEW/INSPECTION SVCS PLAN REVIEW/INSPECTION SVCS	10,845.98 8,250.00	101 4783301 101 4783301	10,845.98 8,250.00
				<u>19,095.98</u>		<u>19,095.98</u>
7418122	01419	JOHNSTONE SUPPLY	P34-097 BELT CR-RETURN-P34-097 BELT ORIG INV#4090533 P34-097 BELT HEX DRIVERS - VARIOUS P33-055 BELT/P34- 93 BELT	62.15 (62.15) 62.15 84.27 73.78	101 4633403 101 4633403 101 4633403 101 4633403 101 4633403	62.15 (62.15) 62.15 84.27 73.78
				<u>220.20</u>		<u>220.20</u>

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				1,350.00	101 4634301	450.00 1,350.00
7418133	08562	NAPA AUTO PARTS	NAPAGLD FL FLTR-EQ4403	10.02	203 4785207	10.02
			CNNCTR-EQ2386	7.01	101 4753207	7.01
			RMN ALTRNTR-EQ3770	369.69	203 4752207	369.69
				386.72		386.72
7418134	10479	OWENS, JACQUELINE	REWARD - FIREWORKS	250.00	101 4100261	250.00
7418135	05741	P P G ARCHITECTURAL FINISHES	PAINT SUPPLIES	106.20	203 4752502	106.20
			PAINT SUPPLIES	21.60	203 4752502	21.60
			PAINT SUPPLIES	85.33	203 4752502	85.33
				213.13		213.13
7418136	08967	PIONEER ATHLETICS	NSC-BRIGHT STRIPE/GAME DAY WHT	1,992.90	101 4635404	1,992.90
7418137	06160	PRIME TIME PARTY RENTALS	TENTS @ JETHAWKS STADIUM	1,345.00	101 4431305	1,345.00
7418138	09566	PROJECT X GARMENTS & GRAPHICS	SAFETY VESTS	10,335.94	101 4431301	10,335.94
7418139	10472	RESSLER, SUSAN R	HONORARIUM-GOLDERN HOUR	300.00	101 4653301	300.00
7418140	10477	ROMBAOA, JAUSHUA CARIG	REWARD - FIREWORKS	250.00	101 4100261	250.00
7418141	D2003	S C A P	BK-2021/2022 MEMBERSHIP DUES	538.00	480 4755206	538.00
7418142	D3947	S G A CLEANING SERVICES	CHAMBER PODIUM RESTORATION	995.00	701 11BS019924	995.00
7418143	01816	SMITH PIPE & SUPPLY INC	LMS-KBI CPC-2000 CMPRSSN COUP	23.14	101 4632404	23.14
			NSC-SOD KNIFE/SPRINKLER HDS	374.74	101 4635404	374.74
				397.88		397.88
7418144	06771	STATE WATER RESOURCES BOARD	B KATZ-CERT RNWL D2 OP #37004	60.00	480 4755206	60.00
7418145	05413	STATEWIDE TRAFFIC SAFETY/SIGNS	COVID-19 BARRICADES	897.20	101 4431406	897.20
7418146	10484	TATUM, TASHA	REWARD - FIREWORKS	250.00	101 4100261	250.00
7418147	A1393	TEAMSTERS LOCAL 911	04/21 UNION DUES	3,055.00	101 2157000	3,055.00
7418148	2009	THE TIRE STORE	FLT RPR-EQ1518	15.00	101 4800207	15.00
7418149	04239	TIM WELLS MOBILE TIRE SERVICE	SRVC CLL/TR RPR-EQ3367	150.00	203 4752207	150.00
			SRVC CLL/TR RPR-EQ3415	120.00	480 4755207	120.00
			SRVC CALL/TR RPR-EQ3415	120.00	480 4755207	120.00
			FLT RPR-EQ3412	20.00	203 4752207	20.00
			FLT TR RPR(2)-EQ3757	60.00	203 4752207	60.00
			TR RPR-EQ3831	30.00	203 4752207	30.00

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			FLT RPR-EQ3770	30.00	203 4752207	30.00
				530.00		530.00
7418150	09947	TYLER TECHNOLOGIES INC	MY CIVIIC CITIZEN SUBSCRIPTION	4,630.50	101 4315302	4,630.50
7418151	A7515	U S BANK	11/20-ADMIN FEE	250.00	101 3501110	250.00
7418152	08783	UNIFIRST CORPORATION	UNIFORM CLEANING	118.72	101 4755355	8.36
					480 4755209	110.36
				118.72		118.72
7418153	C4011	UNITED RENTALS	PRESSURE WASHER	304.41	101 4431350	304.41
			NSC-SOD CUTTER 3/15-4/12/21	808.11	101 4635602	808.11
				1,112.52		1,112.52
7418154	05551	UNITED SITE SRVCS OF CA,SO DIV	FENCE RENTAL-12/25-01/21/21	61.32	101 4633301	61.32
			FENCE RENTAL-02/19-03/18/21	61.32	101 4633603	61.32
				122.64		122.64
7418155	31009	UNIVERSAL ELECTRONIC ALARMS	44611 YUCCA-ALARM MONITORING	80.00	101 4633301	80.00
7418156	2228	VALLEY CONSTRUCTION SUPPLY INC	RAPID SET WUNDERFIX PATCH	40.50	203 4752208	40.50
7418157	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	268.00	203 4752410	268.00
			COLD MIX	263.07	203 4752410	263.07
			COLD MIX	208.32	203 4752410	208.32
			COLD MIX	131.95	203 4752410	131.95
			COLD MIX	132.77	203 4752410	132.77
			COLD MIX	254.86	203 4752410	254.86
				1,258.97		1,258.97
7418158	09709	KHJR REAL ESTATE ADVISORY SRV	MEDICAL MAIN STREET-PHASE II	101,000.00	101 4240301	101,000.00
7418159	03527	L A CO FIRE DEPT	FIRE IMPCT FEE-20/21 3RD QTR	68,441.75	101 2174000	71,950.10
					101 3501100	93.85
					101 3614100	(3,602.20)
				68,441.75		68,441.75
7418160	06220	T R C SOLUTIONS, INC	AVE K INTERCHANGE	113,382.31	210 15BR004924	113,382.31
7418161	07556	BROWN, RYAN C	REIMB-CLLCTN SYS MAINT 2 FEE	195.00	101 4220311	195.00
7418162	C2060	CA WATER SERVICE COMPANY	03/12-04/13/21 WATER SERVICE	1,186.86	482 4636654	1,186.86
7418163	D3337	COACH'S SPORTS BAR & GRILLE	REIMBURSE-TAKE OUT/CHILL GFTCD	200.00	101 4431301	200.00
7418164	D0983	CRAZY OTTO'S DINER #3	REIMBURSE-TAKE OUT/CHILL GFTCD	560.00	101 4431301	560.00
7418165	D1032	CRAZY OTTOS DINER	REIMBURSE-TAKE OUT/CHILL GFTCD	140.00	101 4431301	140.00

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7418166	07369	FRONTIER COMMUNICATIONS CORP	3/25-4/24/21 TELEPHONE SVC	992.28	101 4633651	992.28
7418167	A9432	L A CO REGISTRAR-RECORDER/CLRK	02/21-ELECTRONIC RECORDING	253.00	101 2178000	253.00
7418168	1215	L A CO WATERWORKS	02/08-04/14/21 WATER SVC	21,427.53	101 4620654 101 4633654 101 4634654 203 4636654 482 4636654	52.91 264.95 4,011.58 7,799.58 9,298.51
				21,427.53		21,427.53
7418169	D3151	LNCSTR MUSEUM/PUBLIC ART FNDTN	LMPAF-JURIED/HS ART AWARDS	150.00	106 4430200 106 4430200	50.00 100.00
				150.00		150.00
7418170	07086	LUCKY LUKE BREWING COMPANY	REIMBURSE-TAKE OUT/CHILL GFTCD	560.00	101 4431301	560.00
7418171	10343	OLVERA, GUSTAVO	REIMBURSE-TAKE OUT/CHILL GFTCD	100.00	101 4431301	100.00
7418172	1705	QUARTZ HILL WATER DISTRICT	03/01-03/31/21 WATER SVC	3,417.56	101 4634654 203 4636654 482 4636654	1,751.26 312.48 1,353.82
				3,417.56		3,417.56
7418173	C2555	TIME WARNER CABLE	04/09-05/08/21 TV SERVICE TW INV#2021059040921	44.50	101 4315651	44.50
7418174	C2555	TIME WARNER CABLE	03/28-04/27/21 TV SVC	88.43	101 4315651	88.43
7418175	C2555	TIME WARNER CABLE	04/21 TV/INTERNET SERVICE TW INV#0318200040121	191.20	101 4315651	191.20
7418176	C2555	TIME WARNER CABLE	04/21-INTERNET SVC TW INV#086737801040121	203.21	101 4315651	203.21
7418177	C2555	TIME WARNER CABLE	03/28-04/27/21 INTERNET SVC TW INV#2694467032821	299.99	101 4315651	299.99
7418178	C1998	VANDER HYDE, RICK	REIMB-AMAZON PERSONAL CREDIT	248.43	101 4650251	248.43
7418179	D3370	VERIZON WIRELESS	03/21-WIRELESS SERVICE	3,224.34	101 4315651	3,224.34
7418180	05332	VINCE'S PASTA AND PIZZA WEST	REIMBURSE-TAKE OUT/CHILL GFTCD	260.00	101 4431301	260.00
7418181	C7500	A B I DOCUMENT SUPPORT SRVCS	CLAIM #040-19/CLGL-1400A1 CLAIM #040-19/CLGL-1400A1	303.70 328.94	109 4430300 109 4430300	303.70 328.94
				632.64		632.64
7418182	06066	A T & T	DOJ-03/21-PHONE-BAN 9391067128	239.06	101 4315651	239.06
7418183	C3660	A V AIR QUALITY MGMT DISTRICT	OMP-GENERATOR RENEWAL WPL-BOILER PERMIT	505.91 505.91	101 4634311 101 4631311	505.91 505.91

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				1,011.82		1,011.82
7418184	C0077	A V E K	BACTERIOLOGICAL TEST	92.00	485 4755301	92.00
			BACTERIOLOGICAL TEST	20.00	485 4755301	20.00
				<u>112.00</u>		<u>112.00</u>
7418185	00156	A V HOSPITAL	02/21-DRIVE-THRU COVID TESTING	23.09	101 4431302	23.09
7418186	03854	A V JANITORIAL SUPPLY	ESP-JANITORIAL SUPPLIES	895.71	101 4631406	895.71
			ESP-JANITORIAL SUPPLIES	622.23	101 4631406	622.23
			COVID-VAX SITE HND SANI DSPNSR	1,892.99	101 4431305	1,892.99
			COVID-VAX SITE-GLOVES	1,993.32	101 4431305	1,993.32
			COVID-VAX SITE HAND SANITIZER	178.61	101 4431305	178.61
			COVID-VAX SITE-GLVS/HND SNTZR	1,982.85	101 4431305	1,982.85
				<u>7,565.71</u>		<u>7,565.71</u>
7418187	D1445	A V PARTNERS FOR HEALTH	TIME/MILEAGE/SUPPLIES	348.57	101 4300301	348.57
7418188	08979	A V PEST CONTROL	OMP-PEST CONTROL SERVICE	190.00	101 4634301	190.00
7418189	06099	A V RECYCLING CENTER	HOMELESS ENCAMPMENT CLEANUP 3/15-4/6/21	31,950.00	101 4800301	31,950.00
7418190	06294	A V WEB DESIGNS	NSC-04/21-MONTHLY HOSTING CHGS	99.95	101 4645301	99.95
			PAC-04/21-MONTHLY HOSTING CHGS	99.95	101 4650301	99.95
				<u>199.90</u>		<u>199.90</u>
7418191	02071	A-G SOD FARMS OF PALMDALE	NSC-SOD INSTALL	10,431.00	101 4635404	10,431.00
			NSC-SOD INSTALL	9,213.00	101 4635404	9,213.00
				<u>19,644.00</u>		<u>19,644.00</u>
7418192	07489	ACCESSO SHOWARE	PAC-03/21-TICKET SALES	226.40	101 4650302	226.40
7418193	08894	ADHERENCE COMPLIANCE INC	MCCSS PROGRAM MGMT SUPPORT	7,020.00	101 4230301	7,020.00
7418194	10165	ADT COMMERCIAL LLC	04/21-LMS-ELEVATOR MONITORING	40.96	101 4632301	40.96
7418195	C8745	ADVANCE ELECTRIC	OMP-TRBLSHT/RPR 5&6 LGHTS	975.00	101 4634402	975.00
			EDP-LIGHT TIMER	775.00	101 4631402	775.00
			JRP-LIGHT TIMER	425.00	101 4631402	425.00
			WH-NEW OUTLET FOR STRING LGHTS	1,800.00	101 4653251	1,800.00
				<u>3,975.00</u>		<u>3,975.00</u>
7418196	05956	ADVANCED PRINTING & GRAPHICS	OUTLOOK-SPRING 2021(63,310)	28,665.33	101 4305253	28,665.33
7418197	06352	AGILITY RECOVERY SOLUTIONS	04/21-READY SUITE	665.00	101 4315302	665.00
7418198	10191	ALERT NEIGHBORHOOD SECURITY	04/21-06/21 SECURITY ALARM	675.00	101 4620682	675.00
7418199	10365	AM CAFE, INC.	REIMBURSE-TAKE OUT/CHILL GFTCD	380.00	101 4431301	380.00

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7418200	D3147	AMERICAN PLUMBING SERVICES,INC	BACKFLOW TESTING	212.50	101 4632404	212.50
			AVTA/OMP-UNCLOG TOILET	100.00	207 4634402	100.00
				<u>312.50</u>		<u>312.50</u>
7418201	00163	AMERICAN PUBLIC WORKS ASSN	APWA MBRSHR RENEWALS FY20/21	729.20	101 4761206	91.15
					101 4770206	91.15
					101 4785206	91.15
					203 4752200	273.45
					480 4755206	182.30
		<u>729.20</u>		<u>729.20</u>		
7418202	02693	ANDY GUMP, INC	RDP-FENCE RENTAL 3/19-4/15/21	33.51	101 4634602	33.51
			OMP-FENCE RENTAL 3/30-4/26/21	33.51	101 4634602	33.51
			HP-FENCE RENTAL 4/1-4/28/21	17.74	101 4634602	17.74
			OMP-FENCE RENTAL 4/12-5/9/21	44.68	101 4634602	44.68
		<u>129.44</u>		<u>129.44</u>		
7418203	09376	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	86.23	101 4753209	86.23
7418204	07639	ARCTIC AIR AND REFRIGERATION	LMS-FREEZER FIX	360.00	101 4632402	360.00
7418205	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE	539.45	203 4752410	539.45
			READY MIX CONCRETE	581.47	203 4752410	581.47
			READY MIX CONCRETE	660.85	203 4752410	660.85
			READY MIX CONCRETE	660.85	203 4752410	660.85
		<u>2,442.62</u>		<u>2,442.62</u>		
7418206	04446	AUTO PROS	SMG INSPCTON-EQ3757	45.00	203 4752207	45.00
7418207	03485	BAKERSFIELD TRUCK CENTER	VNT LN-EQ3776	177.36	203 4752207	177.36
			PIPE EGR-EQ3776	78.67	203 4752207	78.67
		<u>256.03</u>		<u>256.03</u>		
7418208	01863	BAVCO	LMS-FEBCO REPAIR KITS	375.03	101 4632404	375.03
7418209	06639	BOOT BARN INC	UNION STAFF WORK BOOTS/PANTS	350.00	203 4752220	350.00
7418210	A7061	C A RASMUSSEN, INC	CP16004-10TH ST-RD DIET	14,101.26	150 2100003	(742.17)
					203 15BW008924	256.89
					203 15BW008924	4,880.95
					209 15BW008924	148.28
					209 15BW008924	2,817.31
					210 15BW008924	337.00
		<u>6,403.00</u>		<u>6,403.00</u>		
		<u>14,101.26</u>		<u>14,101.26</u>		
7418211	D0629	CA ASSOC OF CODE ENF OFFICERS	WEBINAR-5/12-SCOTT O'CONNOR	25.00	101 4245200	25.00
			WEBINAR-5/26/21-SCOTT O'CONNOR	25.00	101 4245200	25.00

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				50.00		50.00
7418212	10447	CAMEL BAKERY INC	REIMBURSE-TAKE OUT/CHILL GFTCD	160.00	101 4431301	160.00
7418213	04636	CAYENTA/N HARRIS COMPUTER CORP	03/21-CMS	5,101.00	101 4315302	5,101.00
7418214	A2883	CHILDREN'S CENTER OF THE A V	SPONSORSHIP-PINWHEEL OF HOPE	5,000.00	106 4430200	5,000.00
7418215	C2185	CLARK PEST CONTROL	CH-ESSENTIAL CLEANING-COVID-19	880.00	101 4431301	880.00
7418216	06161	CLEAN HARBORS ENVIRNMNTL SRVCS	PUMP OUT OIL TANK	2,742.90	101 4755657	2,742.90
			BIO WASTE TRANSFER/REMOVAL	5,309.56	101 4755657	452.82
					101 4755657	4,856.74
				<u>8,052.46</u>		<u>8,052.46</u>
7418217	D1545	CLETEHOUSE CAFE, INC	CATERING SVCS-3/25/2021	228.86	101 4431305	228.86
7418218	08122	COHEN VENTURES INC	03/21-COMMUNITY SOLAR PROJECT	16,117.50	101 4240301	16,117.50
7418219	08484	CONSOLIDATED ELECTRCL DIST INC	BLK BULLET FLD LT/BLK HOOD	227.32	101 4633403	227.32
			LT BULBS	15.77	203 4752403	15.77
			90 CRI OCTRON 30PK/150W LED	266.25	101 4633403	266.25
				<u>509.34</u>		<u>509.34</u>
7418220	03311	DELTA LIQUID ENERGY	DSP 21.73-EQ3409	68.76	203 4752207	68.76
7418221	00414	DESERT LOCK COMPANY	CH-KEYS	11.50	101 4633403	11.50
			CH-KEYS	35.53	101 4633403	35.53
			AVTA/OMP-DRIVERS RR DR LCK RPR	45.00	207 4634402	45.00
			NSC-LOCK REPAIR	60.00	101 4635402	60.00
			CDR CTR-REKEY MASTER	57.50	101 4633403	57.50
			OMP-REPAIR KEY PAD DOOR LOCK	78.78	101 4634402	78.78
			CH-KEYS	26.01	101 4633403	26.01
				<u>314.32</u>		<u>314.32</u>
7418222	09191	DESIGNERS TOUCH LANDSCAPE INC	WH-CLEAN UP YARDS	16,780.00	101 4631402	16,780.00
			WH-GAZEBO REHAB	2,550.00	101 4631402	2,550.00
			WH-LANDSCAPING ADDITIONS	2,072.00	101 4631402	2,072.00
				<u>21,402.00</u>		<u>21,402.00</u>
7418223	05473	DEWEY PEST CONTROL	RFND-LUC-01/21-PEST CONTROL	(75.00)	101 4633301	(75.00)
			PAC-03/21-PEST CONTROL	50.00	101 4650301	50.00
			MTNC YD-03/21-PEST CONTROL	137.00	203 4752301	137.00
			LUC-03/21-PEST CONTROL	75.00	101 4633301	75.00
			44814 CEDAR-03/21-PEST CONTROL	50.00	101 4633301	50.00
			MOAH-03/21-PEST CONTROL	110.00	101 4633301	110.00
			BP-03/21-PEST CONTROL	95.00	101 4636301	95.00
				<u>442.00</u>		<u>442.00</u>

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7418224	09811	DUNN CONSULTING	12/20-LEGISLATIVE CNSLTNG SVC 01/21-LEGISLATIVE CNSLTNG SVC 02/21-LEGISLATIVE CNSLTNG SVC 03/21-LEGISLATIVE CNSLTNG SVC	5,000.00 5,000.00 5,000.00 5,000.00 <u>5,000.00</u>	101 4200301 101 4200301 101 4200301 101 4200301	5,000.00 5,000.00 5,000.00 5,000.00 <u>5,000.00</u>
				20,000.00		20,000.00
7418225	10436	DUST ALL LLC	CMTY CTR-BUFFING FLOORS	500.00	101 4300301	500.00
7418226	C0293	EAST, MARY PAULINE	AVFO TEAM READINESS MTG-11/20 01/21-03/21 FILM LIASON SVCS	1,325.00 <u>1,325.00</u>	101 4601308 101 4601308	1,325.00 <u>1,325.00</u>
7418227	09614	ENCOMPASS CONSULTANT GROUP INC	CP21009-2021 SUMMER PVMT MGMT	8,062.50	701 12ST046924	8,062.50
7418228	D2427	ENVIRONMENTAL SOUND SOLUTIONS	04/21-MUSIC SERVICE	65.00	101 4633301	65.00
7418229	D3240	FASTENAL COMPANY	CREDIT-STEEL DRIVE PIN RIVETS ORIG INV# CA0631329 TIE DOWNS	(44.90) <u>45.30</u>	203 4785455 101 4431350	(44.90) <u>45.30</u>
				0.40		0.40
7418230	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	51.47	101 4770263 480 4755212	23.50 <u>27.97</u>
				51.47		51.47
7418231	07124	FIRST AMERICAN DATA TREE, LLC	03/21-PROFESSIONAL SERVICES	506.50	101 4230301	506.50
7418232	D1793	FISH WINDOW CLEANING	CH-WINDOW CLEANING	34.00	203 4752402	34.00
7418233	09511	FIVE STAR CONTRACTORS	EMER HOSP WASTE WTR DISPOSAL EMER HOSP WASTE WTR DISPOSAL EMER HOSP WASTE WTR DISPOSAL EMER HOSP WASTE WTR DISPOSAL	480.00 480.00 480.00 420.00 <u>1,860.00</u>	101 4431304 101 4431304 101 4431304 101 4431304	480.00 480.00 480.00 420.00 <u>1,860.00</u>
7418234	04203	FRANK'S RADIO SERVICE	04/21-KAISER-RENTAL(85-104) 04/21-HDMG-RENTAL(133-147)	700.80 <u>525.60</u>	101 4431295 101 4431295	700.80 <u>525.60</u>
				1,226.40		1,226.40
7418235	08441	FRANKLIN TRUCK PARTS INC	AB TBNG BLCK(10)-EQ3775	23.92	203 4752207	23.92
7418236	10280	GRADY COMMUNICATIONS, LLC	COMMUNICATIONS PROJECT SUPPORT	2,000.00	349 4785302	2,000.00
7418237	03430	GRAINGER	SHCS FLT STL-EQ3384 STL DRLL BT ST-EQ3384	14.44 <u>232.93</u>	203 4752207 203 4752207	14.44 <u>232.93</u>
				247.37		247.37
7418238	09882	GROUPE SHAREGATE INC	4/8/21-4/27/22 SHAREGATE DSKTP	3,995.00	101 4315302	3,995.00

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7418239	00849	HAAKER EQUIPMENT CO	SEWER CLNR RNTL-03/04-04/03/21	11,025.00	484 4755602	11,025.00
7418240	06058	HAYNES SALES	PORTABLE UNIT #2 MAINT PORTABLE UNIT #1 MAINT GENERAL PUMP MAINT/PARTS	269.00 492.41 1,271.37 <u>2,032.78</u>	203 4752502 203 4752502 203 4752502	269.00 492.41 <u>1,271.37</u> <u>2,032.78</u>
7418241	10487	HOLLOWAY, RACHEL	REFUND-BALLET/TAP #7745	100.00	101 2182001	100.00
7418242	09369	INTERWEST CONSULTING GROUP INC	01/01-03/29/21 GIS SERVICES	122.50	101 4315301	122.50
7418243	D4004	J P POOLS	NSC-MAINTENANCE NSC-INSTALL HYDROPNEUMATC COMP WPL-DECK PAINT-VANDALISM	400.00 350.00 892.00 <u>1,642.00</u>	101 4635301 101 4635402 101 4631404	400.00 350.00 892.00 <u>1,642.00</u>
7418244	01419	JOHNSTONE SUPPLY	MTNC YD-MAINT GARAGE COOLERS	220.24	203 4752403	220.24
7418245	10347	K-BOB	REIMBURSE-TAKE OUT/CHILL GFTCD	100.00	101 4431301	100.00
7418246	D1903	KERN MACHINERY INC-LANCASTER	JDC-RADIATOR JDC-RADIATOR NSC-JDC LUBRICANT TNK FL-EQ5796	836.82 (836.82) 28.56 277.20 <u>305.76</u>	101 4753207 101 4753207 101 4635207 101 4632207	836.82 (836.82) 28.56 <u>277.20</u> <u>305.76</u>
7418247	A8656	KIMLEY-HORN & ASSOCIATES INC	CP16008-PED GAP-CLOSURES	23,736.50	206 15SW016924 211 15SW016924	9,722.50 <u>14,014.00</u> 23,736.50
7418248	C7946	L A CO DEPT ANIMAL CARE&CONTRL	02/21-HOUSING COSTS	43,283.02	101 4820363	43,283.02
7418249	1203	LANCASTER PLUMBING SUPPLY	OMP-FLUSH VALVE REBUILD KIT MOAH-PLUMBING FIXTURES PAC-PART FOR DRINKING FTN	95.76 231.71 240.52 <u>567.99</u>	101 4634403 101 4633403 101 4650403	95.76 231.71 <u>240.52</u> <u>567.99</u>
7418250	10475	LANCASTER SUNRISE ROTARY	BIKE PARTS FOR 5/1/21 RPR CLNC	1,391.87	349 4785302	1,391.87
7418251	04365	MARINA GRAPHIC CENTER	CERTIFICATE FOLDERS(1,000)	2,767.32	101 4100301 101 4100301	96.61 <u>2,670.71</u> 2,767.32
7418252	06968	MARIO'S AUTO BODY CENTERS	EQ1517-REPAIR/REPAINT	650.00	101 4800207	650.00
7418253	10488	MAYORAL, KAYLENE	REFUND-DMG DEPOSIT R1479	100.00	101 2182001	100.00
7418254	05773	MORRISON WELL MAINTENANCE	NSC-02/21-BACTERIOLOGICAL TST	400.00	101 4635301	400.00

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7418255	D1878	MURPHY & EVERTZ,ATTYS AT LAW	03/21-LGL SVCS-AV GRNDWTR MTRR 03/21-LGL SVCS-GENERAL	1,404.10 340.00 <u>1,744.10</u>	101 4100303 101 4100303	1,404.10 340.00 <u>1,744.10</u>
7418256	08562	NAPA AUTO PARTS	CNSTR PRG VLV-EQ1510 DR LCK ACTTR-EQ3758 OIL-EQ3831 30LB 134A REFRIGERANT(2) CLG SYSTM ADPTR-EQ3776 IRIDM SPRK PLG-EQ1510 GS CP-EQ3757 CR DPST-EQ3770 NEW AC KIT-EQ4742 WNDW RGLTR-EQ1508 PSH LCK(5)-EQ3775	(335.05) 106.92 (25.19) 306.47 55.98 40.53 15.18 (68.06) 262.43 141.48 104.68 <u>605.37</u>	480 4755207 203 4752207 203 4752207 101 4753214 203 4752207 480 4755207 203 4752207 480 4755207 101 4800207 203 4752207	(335.05) 106.92 (25.19) 306.47 55.98 40.53 15.18 (68.06) 262.43 141.48 104.68 <u>605.37</u>
7418257	10307	NATIONAL UTILITY LOCATORS LLC	TECHNICAL UTILITY LOCATING	5,000.00 <u>5,000.00</u>	480 4755301 483 4785301 484 4755301	1,666.67 1,666.67 1,666.66 <u>5,000.00</u>
7418258	06513	ODYSSEY POWER	LMS-MAJOR PM SVC-GENERATOR	776.00 <u>776.00</u>	101 4632301 101 4632301	8.45 767.55 <u>776.00</u>
7418259	03762	OFFICE DEPOT	MOUSE PAD/WRIST REST	20.14	101 4761259	20.14
7418260	D2680	ORIGINAL WATERMEN, INC	SWIM COATS/UNIFORMS	1,983.35	101 4642209	1,983.35
7418261	05741	P P G ARCHITECTURAL FINISHES	PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES	233.73 500.55 19.17 284.90 313.77 64.80 <u>1,416.92</u>	203 4752502 203 4752502 203 4752502 203 4752502 203 4752502 203 4752502	233.73 500.55 19.17 284.90 313.77 64.80 <u>1,416.92</u>
7418262	02169	PATTON'S METAL WORKING	HR PLT-EQ3384	142.72	203 4752207	142.72
7418263	08930	PAVEMENT ENGINEERING INC	CDP 20-02 AA1	3,700.00	701 15SW018924	3,700.00
7418264	05998	PAVING THE WAY FOUNDATION	CMMNTY SPRT/GOOD CTZNSHP PRGM CMMNTY SPRT/GOOD CTZNSHP PRGM	500.00 984.00 <u>1,484.00</u>	101 4820301 101 4820301	500.00 984.00 <u>1,484.00</u>
7418265	10392	PEI	RESCHED/REBUILD TRAINING(1 HR)	200.00	101 4315301	200.00

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7418266	05602	PETROLEUM EQUIPMENT CONST SRVS	03/21-DESIGNATED OPERATOR INSP	150.00	101 4753402	150.00
7418267	08967	PIONEER ATHLETICS	NSC-STENCIL SOCCER CRNR ARCH	421.57	101 4635404	421.57
			NSC-PAINT	1,969.35	101 4633404	1,969.35
				<u>2,390.92</u>		<u>2,390.92</u>
7418268	09566	PROJECT X GARMENTS & GRAPHICS	SAFETY VESTS(34)	1,172.51	203 4752209	1,172.51
			POLOS(150)	5,049.45	101 4431301	5,049.45
			POLOS(221)	12,255.39	101 4431301	12,255.39
				<u>18,477.35</u>		<u>18,477.35</u>
7418269	10374	QUINTANILLA DE CAMPOS, BLANCA	REIMBURSE-TAKE OUT/CHILL GFTCD	80.00	101 4431301	80.00
7418270	06313	R C BECKER & SON, INC	CP17005-2020 SRTS PED IMPRVMTS	20,985.81	150 2100003	(875.33)
					150 2100003	(229.19)
					209 15SW017924	229.19
					209 15SW017924	4,354.55
					349 15SW017924	875.33
					349 15SW017924	16,631.26
				<u>20,985.81</u>		<u>20,985.81</u>
7418271	A9382	R H A LANDSCAPE ARCHITECTS	PARKS IMPROVEMENT PLAN	945.00	104 4631402	945.00
7418272	07158	RUPPERT, KIM S	03/21-HEARING OFFICER SERVICES	160.00	101 4820301	160.00
7418273	D3947	S G A CLEANING SERVICES	JRP-VANDALISM-SINK REPAIR	480.00	101 4631402	480.00
			SKT-VANDALISM-GRAFFITI RMVL	425.00	101 4631402	425.00
			CH-WELDING REPAIRS/GATE	245.00	101 4633402	245.00
			IRON FENCE REPAIRS - K-8	775.00	203 4636460	775.00
			JRP-PLAYGROUND GATE RPR-VNDLSM	460.00	101 4631402	460.00
				<u>2,385.00</u>		<u>2,385.00</u>
7418274	03962	SAFETY KLEEN	HAZARDOUS WASTE DISPOSAL	500.00	101 4755657	500.00
			HAZARDOUS WASTE DISPOSAL	3,197.00	101 4755657	3,197.00
			HAZARDOUS WASTE DISPOSAL	908.00	101 4755657	908.00
			HAZARDOUS WASTE DISPOSAL	3,256.00	101 4755657	3,256.00
			HAZARDOUS WASTE DISPOSAL	300.00	101 4755657	300.00
				<u>8,161.00</u>		<u>8,161.00</u>
7418275	C9946	SIERRA PRINTERS INC	BLANK CERTIFICATES(1,000)	506.30	101 4100301	506.30
7418276	08337	SILVER LINING SOLUTIONS LLC	03/21-GENERAL SUPPORT	12,262.50	101 4315301	12,262.50
7418277	07139	SITEONE LANDSCAPE SUPPLY LLC	HP-RAINBIRD VALVES(3)	851.43	101 4634404	851.43
7418278	01816	SMITH PIPE & SUPPLY INC	OMP-SPRINKLERS	714.88	101 4634404	714.88
			NSC-IRRIGATION SUPPLIES	38.61	101 4635404	38.61
			CH-FERTILIZER	63.86	101 4633404	63.86

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			VALVE/MAIN LINE REPAIR	384.86	101 4633404	384.86
			IRRIGATION SUPPLIES	5.30	101 4633404	5.30
				<u>1,207.51</u>		<u>1,207.51</u>
7418279	06429	STANTEC CONSULTING SRVCS INC	CP17015-REBID-AVE I IMPROVEMNT	1,978.50	203 15ST054924	1,978.50
7418280	10489	STOVER, STEPHANIE	REFUND-BALLET/TAP #7744	92.31	101 2182001	92.31
7418281	05703	SUPERIOR ALARM SYSTEMS	03/21-MONTHLY ALARM MONITORING	45.00	101 4633301	45.00
			04/21-MONTHLY ALARM MONITORING	45.00	101 4633301	45.00
				<u>90.00</u>		<u>90.00</u>
7418282	06963	SURFACE	PMT 2 OF 2-FBRGLSS EASTER EGGS	4,500.00	101 4649222	4,500.00
7418283	09316	TEKWERKS INTERNET	04/21-INTERNET/PHONE	4,801.80	101 4300302	450.19
					101 4315651	3,676.50
					101 4620682	675.11
			05/21-REMOTE MONITORING/MNGMNT	1,355.00	101 4315651	1,355.00
				<u>6,156.80</u>		<u>6,156.80</u>
7418284	09665	TERRACARE ASSOCIATES, LLC	IRRIGATION REPAIRS	312.50	101 4633402	312.50
			BLVD PLANTER POT REPAIR	112.50	203 4636460	112.50
				<u>425.00</u>		<u>425.00</u>
7418285	2009	THE TIRE STORE	TRS(4)-EQ1510	579.22	480 4755207	579.22
7418286	C5522	THOMSON REUTERS-WEST PMT CENTI	03/21-INFORMATION CHARGES	894.50	101 4230301	894.50
			03/21-INFORMATION CHARGES	446.94	101 4230301	446.94
			03/21-INFORMATION CHARGES	843.33	101 4245301	843.33
			LIBRARY PLAN-03/21	30.28	101 4230301	30.28
				<u>2,215.05</u>		<u>2,215.05</u>
7418287	04239	TIM WELLS MOBILE TIRE SERVICE	TRS(6)-EQ3759	1,600.00	203 4752207	1,600.00
			TR RPR-EQ1524	20.00	101 4800207	20.00
			OMP-RPR SPREADER TIRE-EQ5608	30.00	101 4634207	30.00
				<u>1,650.00</u>		<u>1,650.00</u>
7418288	08319	TRIEPI SMITH & ASSOCIATES INC	03/21-MARKETING SVCS	474.50	349 4785302	474.50
7418289	02977	TURBO DATA SYSTEMS INC	03/21-PARKING CITATIONS	2,486.22	101 4820301	2,486.22
			03/21-ICS COLLECTION	13.84	101 4820301	13.84
			03/21-ADMIN CITATIONS	1,117.97	101 4245301	1,117.97
				<u>3,618.03</u>		<u>3,618.03</u>
7418290	A7515	U S BANK	02/21-ADMIN FEE	250.00	101 3501110	250.00
7418291	08783	UNIFIRST CORPORATION	UNIFORM CLEANING	118.72	101 4755355	8.36
					480 4755209	110.36
				<u>118.72</u>		<u>118.72</u>

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7418292	05551	UNITED SITE SRVCS OF CA,SO DIV	FENCE RENTAL-03/19-04/15/21	61.32	101 4633603	61.32
7418293	31009	UNIVERSAL ELECTRONIC ALARMS	CMTY CTR-THRU 6/30-FIRE ALARM	164.85	101 4633301	164.85
			CMTY CTR-THRU 6/30-SEC ALRM	120.00	101 4633301	120.00
			NSC/W-THRU 6/30/21-SEC ALARM	111.00	101 4635301	111.00
			OMP-BAT CAGE-SECURITY ALARM	111.00	101 4634301	111.00
			CDR ST-SECURITY ALARM	111.00	101 4633301	111.00
			NSC/W-THRU 6/30/21-FIRE ALARM	168.00	101 4635301	168.00
			PAC-THRU 6/30/21-FIRE ALARM	168.00	101 4650301	168.00
			MOAH-FIRE ALARM	81.00	101 4633301	81.00
			WH-SECURITY ALARM	81.00	101 4633301	81.00
			TBP-THRU 6/30/21-SECURITY ALRM	81.00	101 4631301	81.00
			STP-THRU 6/30/21-SECURITY ALRM	81.00	101 4631301	81.00
			NSC/E-THRU 6/30/21-SEC ALARM	81.00	101 4635301	81.00
			OMP-MNTC SHOP-SECURITY ALARM	81.00	101 4634404	81.00
			MOAH-SECURITY ALARM	81.00	101 4633301	81.00
			CH-04/21-06/21-SEC & FIRE ALRM	81.00	101 4633301	81.00
			PAC-SECURITY ALARM	81.00	101 4650301	81.00
			LMS-SVC CALL 03/19/21 2HRS	190.00	101 4632402	190.00
			LMS-SVC CALL 3/2/21 8HRS	760.00	101 4632402	760.00
			MNTC YD-04/21-FIRE ALARM	27.00	203 4752301	27.00
			MNTC YD-04/21-SECURITY ALARM	27.00	203 4752301	27.00
			MOAH-SVC CALL-TROUBLESHOOT	190.00	101 4633402	190.00
			LUC-THRU 6/30/21-FIRE ALARM	75.00	101 4633301	75.00
				<u>2,951.85</u>		<u>2,951.85</u>
7418294	2228	VALLEY CONSTRUCTION SUPPLY INC	SMALL TOOLS	269.21	203 4752208	269.21
7418295	09023	VERTEX SURVEY INC	CP20-010 2020 SIDEWALK CRB GTR	7,040.00	701 15SW018924	7,040.00
7418296	C5428	VOLTZ COMMERCIAL REALTY ADVSRS	APPRAISAL REPORT	2,000.00	101 4240301	2,000.00
7418297	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	301.67	203 4752410	301.67
			COLD MIX	257.33	203 4752410	257.33
			COLD MIX	130.31	203 4752410	130.31
			COLD MIX	128.66	203 4752410	128.66
			COLD MIX	133.59	203 4752410	133.59
			COLD MIX	134.41	203 4752410	134.41
			COLD MIX	129.48	203 4752410	129.48
				<u>1,215.45</u>		<u>1,215.45</u>
7418298	06735	W R E G I S	RETIRED	125.00	490 4250653	125.00
7418299	31026	WAXIE SANITARY SUPPLY	COVID SUPPLIES	1,231.68	101 4633406	1,231.68
			JANITORIAL SUPPLIES	1,681.95	101 4633406	1,681.95
			JANITORIAL SUPPLIES	729.92	101 4633403	729.92
			JANITORIAL SUPPLIES	113.62	101 4633406	113.62
				<u>3,757.17</u>		<u>3,757.17</u>

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7418300	10249	WE THE CREATIVE	OUTLOOK MAG-SPRING 2021	3,915.90	101 4205301	3,915.90
7418301	A9432	L A CO REGISTRAR-RECORDER/CLRK	11/03/20 PRESIDENTIAL GEN ELEC	230,610.40	101 4210262	230,610.40
7418302	09800	DOD CONSTRUCTION LTD	CP20003-2019 SIDEWALK RPR	171,354.83	150 2100003	(9,018.68)
					701 12ST044924	9,018.68
					701 12ST044924	171,354.83
				<u>171,354.83</u>		<u>171,354.83</u>
7418303	1916	STRADLING,YOCCA,CARLSON,RAUTH	02/21-LEGAL SERVICES	104,081.21	101 4100303	322.30
					101 4100303	520.00
					101 4100303	586.00
					101 4100303	849.70
					101 4100303	882.90
					101 4100303	1,485.50
					101 4100303	1,880.00
					101 4100303	2,752.30
					101 4100303	5,857.41
					101 4100303	7,205.70
					101 4100303	7,500.00
					101 4100303	8,449.80
					101 4100303	17,289.24
					101 4100303	48,500.36
				<u>104,081.21</u>		<u>104,081.21</u>

Chk Count 229

Check Report Total 1,492,611.17

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101010860	D2446	THE BLVD ASSOCIATION	DLPBID FEES-02/01-02/28/21	10,500.55	401 2501100	10,500.55
101010861	A7515	U S BANK	DEBT SVC DUE 04/15/21	982,628.26	101 4999701	261,783.63
					203 4999701	16,709.59
					212 4999701	128,106.88
					227 4999701	27,849.32
					480 4999701	16,709.59
					482 4999701	72,408.24
					484 4999701	16,709.59
					486 4200981	425,641.83
					490 4999701	16,709.59
					701 3990101	(261,783.63)
					701 3990203	(16,709.59)
					701 3990212	(128,106.88)
					701 3990227	(27,849.32)
					701 3990480	(16,709.59)
					701 3990482	(72,408.24)
					701 3990484	(16,709.59)
					701 3990490	(16,709.59)
					701 4430978	556,986.43
				<u>982,628.26</u>		<u>982,628.26</u>
101010862	C9589	U S BANK CORP PAYMENT SYSTEMS	04/12/21-CALCARD STATEMENT	83,198.09	101 2601000	83,198.09
101010863	08916	TENASKA POWER SERVICES CO	03/21-LCE CARBON FREE ENERGY	26,571.68	490 4250653	26,571.68
Chk Count	<u>4</u>			Check Report Total	<u>1,102,898.58</u>	

STAFF REPORT
City of Lancaster

CC 3
05/11/21
JC

Date: May 11, 2021
To: Mayor Parris and City Council Members
From: Jeff Hogan, Development Services Director
Subject: **Rejection of Bids – PWCP 21-008 2021 Neighborhood Improvement Project**

Recommendation:

Reject all bids for **PWCP 21-008**, 2021 Neighborhood Improvement Project. Four (4) bids were received, and all significantly exceeded the project budget.

Fiscal Impact:

None.

Background:

The proposed project was designed to include approximately fifty-one (51) lane-miles of roadway repair and rehabilitation in the neighborhoods bounded by the following streets: (1) Avenue J to Avenue J-8 and Division Street to Raysack Avenue, (2) 10th Street West to Sierra Highway and Avenue I to Lancaster Boulevard, (3) Avenue J-8 to Avenue K and 15th Street East to Rembrandt Street, (4) Lancaster Boulevard to Avenue J and Division Street to 5th Street East, and Additive Alternate 1 (AA1) Division Street to Challenger Way and Avenue J-8 to Avenue K.

On April 6, 2021, at 11:00 a.m., the City conducted an electronic bid opening for PWCP 21-008 via PlanetBids. The bids were as follows:

<u>Contractor</u>	<u>City</u>	Base Bid + Additive <u>Alternate Amounts</u>
1. Sully-Miller Contracting Company	Brea, CA	\$8,970,875.00
2. R.C. Becker and Son, Inc.	Santa Clarita, CA	\$9,819,074.89
3. C.A. Rasmussen, Inc.	Valencia, CA	\$10,749,234.60
4. Granite Construction Company	Lancaster, CA	\$11,453,415.00
Engineer's Estimate		\$9,353,413.20

The Base Bid, Additive Alternate 1, anticipated contingency, staff time expenses, labor compliance contract, and materials testing costs exceed the project budget.

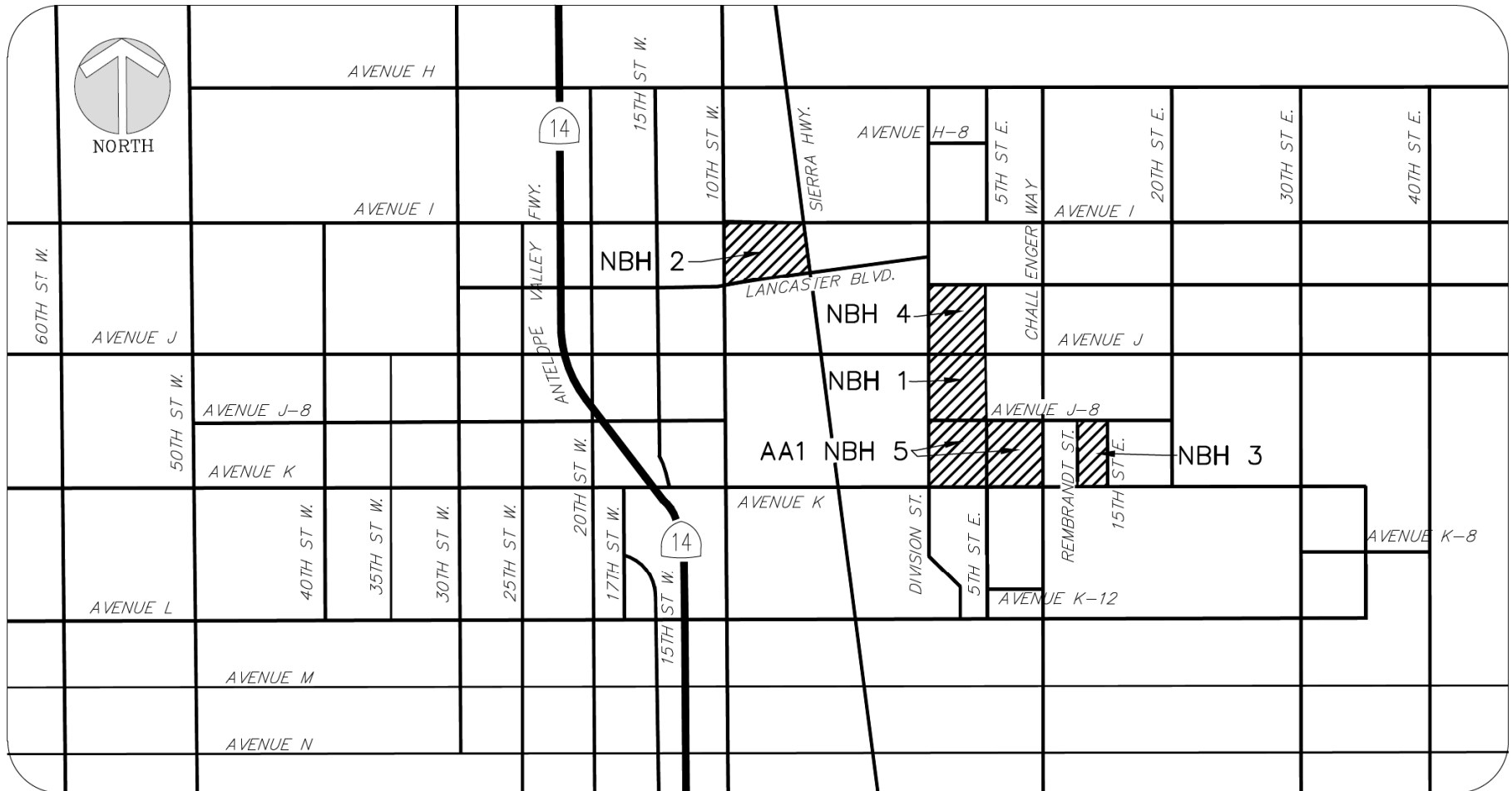
AL:sm

Attachment:

Vicinity Map

PWCP 21-008

2021 NEIGHBORHOOD IMPROVEMENT PROJECT



 PROJECT LOCATION

VICINITY MAP

N.T.S.

STAFF REPORT
City of Lancaster

CC 4
05/11/21
JC

Date: May 11, 2021

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Acquisition of Real Property for Public Right-of-Way on Avenue J and SR-138/SR-14 (APN's 3124-012-007 and 3124-012-012)**

Recommendation:

Authorize the City Manager, or his designee, to approve and sign any and all documents necessary for the acquisition of the subject real property, for roadway needs for the Measure R, SR-138 (SR-14) Avenue J Interchange Improvement Project.

Fiscal Impact:

\$150,000.00 and the closing costs, are to be allocated from budget account no. 210-15BR007-924, to fund this transaction. Sufficient funds are available.

Background:

On July 28, 2020, the City Council was briefed in closed session, and gave staff direction to enter into negotiations with Walid Elassaad, for the purpose of acquiring right-of-way for the SR-138 (SR-14) Avenue J Interchange Improvement Project. The City has sought and received acceptance from Walid Elassaad, the owner of APN's 3124-012-007 and 3124-012-012.

The City received Mr. Elassaad's acceptance of the City's offer of \$150,000.00, or \$2.95 per square-foot on January 14, 2021, for the portion of property (50,530 square-feet, 1.16 acres) as described in the Grant Deed (see attachment) for Avenue J right-of-way. The project cannot be completed as designed without the subject right-of-way acquisition on Avenue J.

ML:sm

Attachments:

Grant Deed
Aerial Photograph

RECORDING REQUESTED BY:

CITY OF LANCASTER

WHEN RECORDED MAIL TO:

CITY OF LANCASTER
ENGINEERING DIVISION
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.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

SAMIR ELASSAAD AND WAFAA ELSAMIR, HUSBAND AND WIFE AS JOINT TENANTS

"Grantor" does hereby grant and convey to the City of Lancaster, a charter city and municipal corporation "Grantee", all of Grantor's right, title and interest in and to that real property in the City of Lancaster, County of Los Angeles, State of California more particularly described and depicted as

SEE EXHIBITS "A" ATTACHED HERETO

It is understood that each undersigned grantor grants only that portion of the above described land in which said grantor has an interest.

**SAMIR ELASSAAD AND WAFAA
ELSAMIR, HUSBAND AND WIFE AS
JOINT TENANTS**

Certificate of Acceptance

This is to certify that the interest in real property conveyed by this written Road Easement to the **City of Lancaster, a charter city and a municipal corporation**, is hereby accepted by the undersigned officer on behalf of the City of Lancaster pursuant to authority conferred by Resolution No. 93-36 of the City of Lancaster, adopted on March 15, 1993, and the Grantee consents to the recordation thereof by its duly authorized officer.

Print Name

Signature

Date

Print Name

Signature

Date

Dated this ____ day of _____, 20____

**Above Signatures are to be acknowledged
before a Notary Public**

For: Avenue J Interchange Project
APN: 3124-012-007 & 3124-012-012
Street: 22nd Street W. and Avenue J

BY: _____
ANDREA ALEXANDER, City Clerk
City of Lancaster

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

STATE OF CALIFORNIA)

COUNTY OF _____)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

Legal Description

3124-012-007 and 3124-012-012

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

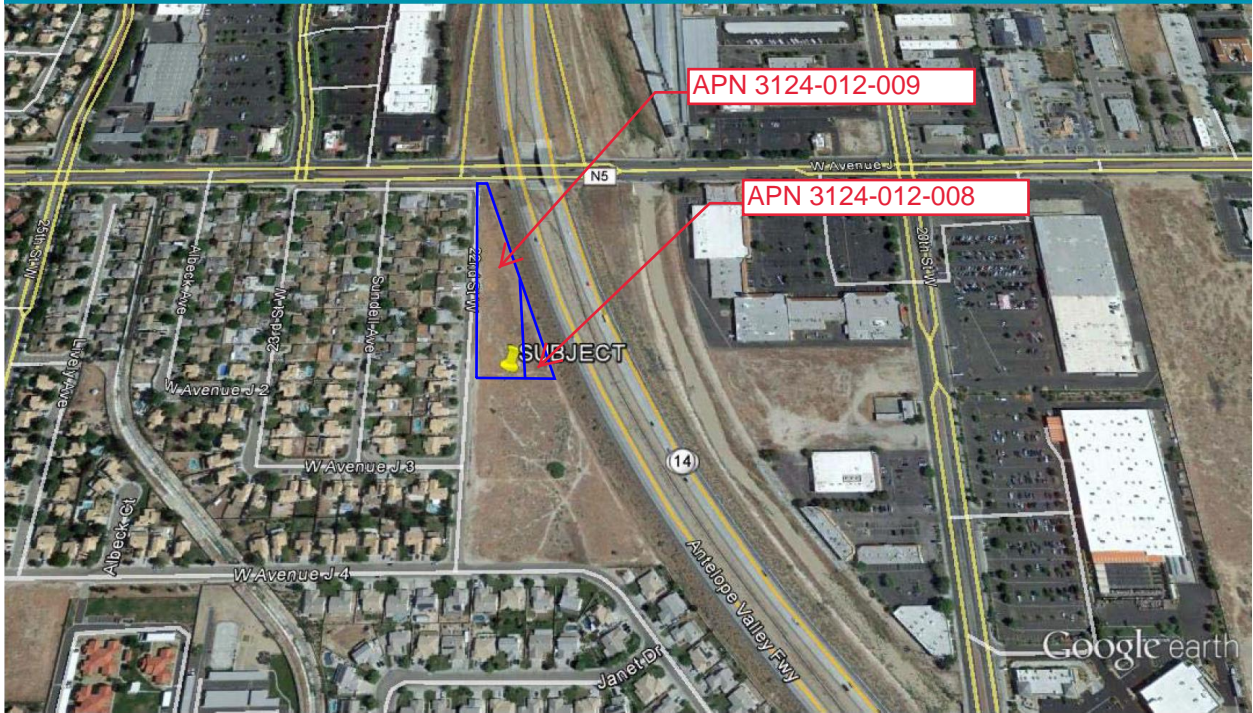
THE NORTH HALF ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPT THEREFROM THAT PORTION GRANTED TO THE STATE OF CALIFORNIA, IN DEED RECORDED JULY 25, 1969 AS INSTRUMENT NO. 513, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTH HALF ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20, LYING NORTHEASTERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE ALONG THE EASTERLY LINE OF SAID SECTION; NORTH $00^{\circ} 05' 52''$ EAST, 655.92 FEET; THENCE SOUTH $89^{\circ} 38' 21''$ WEST, 316.40 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH $37^{\circ} 09' 36''$ WEST, 580.24 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3600.00 FEET, A RADIAL LINE TO SAID CURVE AT SAID POINT OF NON-TANGENT BEARS SOUTH $53^{\circ} 28' 54''$ WEST; THENCE ALONG SAID CURVE NORTHWESTERLY THROUGH AN ANGLE OF $16^{\circ} 28' 50''$ AN ARC DISTANCE OF 1035.50 FEET; THENCE NORTH $18^{\circ} 54' 56''$ WEST, 547.75 FEET TO THE SOUTHERLY LINE OF THE NORTHERLY 50.00 FEET OF SAID SECTION 20; THENCE ALONG SAID SOUTHERLY LINE SOUTH $89^{\circ} 47' 38''$ WEST, 19.96 FEET TO A POINT IN THE EASTERLY LINE OF 22ND STREET WEST, 40.00 FEET WIDE, IN TRACT NO. 23470, AS SHOWN ON MAP RECORDED IN BOOK 615 PAGES 70 AND 72 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LAST SAID POINT BEING DISTANT THEREON SOUTHERLY 50.00 FEET FROM THE NORTHERLY LINE OF SAID SECTION.

AERIAL PHOTOGRAPH



STAFF REPORT
City of Lancaster

CC 5
05/11/21
JC

Date: May 11, 2021

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Joint Use Agreement with Southern California Edison Company for Measure R/SR-138 Project (Located on the Southwest Corner of 22nd Street West and Avenue J)**

Recommendation:

Approve the Joint Use Agreement with the Southern California Edison Company (SCE), for Measure R/SR-138 project, located at the southwest corner of 22nd Street West and Avenue J, to provide for the relocation of existing SCE facilities necessitated by the proposed widening of Avenue J. Authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

None.

Background:

As a necessity for Measure R/SR-138 Avenue J street widening and improvements, the existing SCE facilities currently located within the existing right-of-way, will need to be relocated to their ultimate location within the expanded right-of-way. In order to preserve SCE's prior easement rights and to accommodate the street widening and improvements, SCE has requested that the City enter into a Joint Use Agreement (see attachment). The project cannot be completed as designed and construction cannot commence without entering into the subject agreement.

JF:sm

Attachment:

Joint Use Agreement

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768
ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

V&LM File No. JUA203693810
SCE Doc No. 198863

Serial No. 72881A
Service Order No. 801840417

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the CITY OF LANCASTER, a municipal corporation, of the State of California, hereinafter called "City",

W I T N E S S E T H:

THAT WHEREAS Company is the owner in possession of certain rights of way for electrical facilities by virtue of a Franchise Agreement, hereinafter referred to as "Company's Agreement"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of Avenue J in said City, County of Los Angeles, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked "Exhibit A" and hereby made a part hereof which said highway right of way is subject to Company's Agreement; and

WHEREAS Company's facilities as now installed and located on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

The location of Company's agreement insofar as it now lies within the said highway right of way, be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location", and shown and designated as "area in Joint Use Agreement" on said print marked "Exhibit A".

Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's agreement within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by City of a street or highway over, along and upon Company's agreement, both in the old location and in the new location within said highway right of way, upon and subject to the terms and conditions herein contained.

City acknowledges Company's title to Company's agreement in said new location and the priority of Company's title over the title of City in said new location. Company has and reserves the right to use, in common with the public's use of said street or highway, said new location for all of the purposes for which

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
City of Lancaster
Serial No. 72881A
V&LM File No.: JUA203693810

Company's agreement was acquired, without need for any further permit or permission from City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said new location, and City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide City with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's facilities within said highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's agreement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

City agrees to reimburse Company for any loss Company may suffer because of any lack of or defect in City's title to said new location or any subsequent location within said highway right of way, or in the title to any easement provided by City over private property, to which Company relocates its facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. City shall not reimburse Company for any loss caused by Company's own fault or negligence.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's agreement. Both City and Company shall use said new location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. City agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway right of way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the City and their respective successors and assigns.

(THIS SPACE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW)

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
City of Lancaster
Serial No. 72881A
V&LM File No.: JUA203693810

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By: _____
Bryan Edmunds
Real Estate & Facilities Senior Specialists
Land Management – Northern Region
Vegetation Land & Management

CITY OF LANCASTER, a municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
City of Lancaster
Serial No. 72881A
V&LM File No.: JUA203693810

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

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
City of Lancaster
Serial No. 72881A
V&LM File No.: JUA203693810

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State of California

County of _____

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

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WITNESS my hand and official seal.

Signature _____

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State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____



Allen Thompson

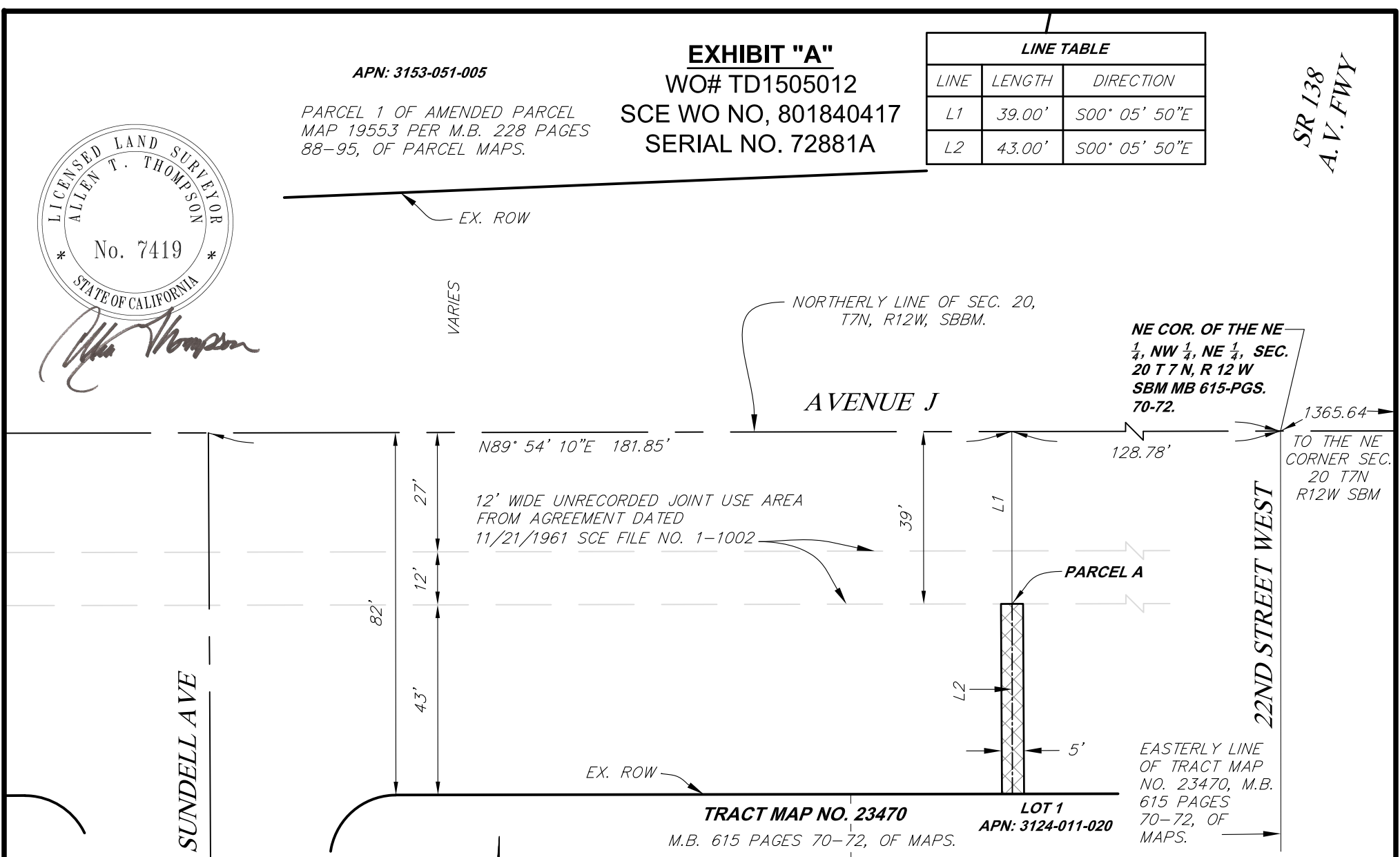
APN: 3153-051-005

PARCEL 1 OF AMENDED PARCEL
MAP 19553 PER M.B. 228 PAGES
88-95, OF PARCEL MAPS.

EXHIBIT "A"
WO# TD1505012
SCE WO NO, 801840417
SERIAL NO. 72881A

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	39.00'	S00° 05' 50"E
L2	43.00'	S00° 05' 50"E

SR 138
A.V. FWY



LEGEND:

ROW - RIGHT OF WAY



INDICATES
JOINT USE AGREEMENT
AREA

PARCEL A: APPX. 215 SQ. FEET /
.005 ACRES



CITY OF LANCASTER

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

TITLE:
JOINT USE AGREEMENT

EXHIBIT "A"

A - 1

STAFF REPORT
City of Lancaster

CC 6
05/11/21
JC

Date: May 11, 2021

To: Mayor Parris and City Council Members

From: Sonya Patterson, Parks, Arts, Recreation, & Community Services Director

Subject: **Award Catering Services – Vaccination Sites RFP 736-21**

Recommendations:

1. Award Services Agreement to Clethouse Café Inc. of Lancaster, CA with a not to exceed amount of \$50,000.00 per month to provide catering services at the AV Fairgrounds vaccination site. Contract amount undetermined at this time, but expected to exceed \$125,000.
2. Award Services Agreement to Primo Café of Lancaster, CA with a not to exceed amount of \$50,000 to provide catering services at the AV Fairgrounds vaccination site.
3. Award Services Agreement to Great Wall Restaurant of Lancaster, CA with a not to exceed amount of \$50,000 to provide catering services at the AV Fairgrounds vaccination site.
4. Award Services Agreement to Denny’s Restaurant of Lancaster, CA with a not to exceed amount of \$50,000 to provide catering services at the AV Fairgrounds vaccination site.

Fiscal Impact:

Not to exceed \$50,000 per month while the vaccination site is in operation. Source of funding: Appropriate \$50,000.00 per month from General Fund Account No.101-2900-000, Fund Balance to Account No. 101-4431-305, Vaccination Site – AV Fair.

Background:

On March 8, 2021, the City of Lancaster, in partnership with Kaiser Permanente, opened a community COVID-19 vaccination site at AV Fairgrounds to provide eligible residents of the Antelope Valley with a reliable and local source for getting vaccinated. On April 9, 2021 the City of Lancaster, in partnership with High Desert Medial Group, opened a second vaccination site at the AV Fairgrounds to expand the availability of vaccines to residents. Local nursing students, medical staff, City staff, and City volunteers have offered their time to work these sites.

On March 30, 2021, the City advertised Request for Proposals 736-21 (RFP 736-21) for Catering Services – Vaccination Sites to be managed by Parks, Arts, Recreation, & Community Services. The City of Lancaster sought proposals from qualified vendors to provide catering services (lunch) at the vaccination sites.

Vendors were required to submit a proposal that demonstrated their ability to prepare and deliver two hundred and eighty (280) individually packaged meals a day, five (5) days a week, to the AV Fairgrounds, with the City’s intent to award to multiple proposers for weekly or monthly rotation.

The RFP was listed on the City's website and notification of the posting was emailed to restaurants that participated in the Take Out & Chill/Restaurant Rescue program. Proposals were due on April 9, 2021. The following eight (8) vendor proposals were deemed responsive:

Vendor	City, State
Great Wall Restaurant	Lancaster, CA
Cold Crush Restaurant & Bar	Lancaster, CA
Clethouse Café Inc.	Lancaster, CA
Primo Café	Lancaster, CA
Emergency Relief Catering Company	Falls Church, VA
Doughlicious LLC	Brea, CA
Las Originales Mexican Bar & Grill	Palmdale, CA
Denny's Restaurant	Lancaster, CA

Upon review of all the vendor proposals, taking into consideration price, experience, and locality, the proposals from Clethouse Café Inc., Primo Café, Great Wall Restaurant, and Denny's Restaurant were deemed to meet the needs of the RFP and staff recommends to move forward with issuing contracts to each vendor. The contracts will remain open until the closing of the vaccination sites.

Clethouse Café Inc. will be the primary vendor used for these services due to price and experience. Clethouse Café Inc. has successfully provided these catering services to the vaccination sites in the previous month and proposed the lowest potential per meal cost. Primo Café, Great Wall Restaurant, and Denny's Restaurant will be used in rotation with Clethouse Café Inc. Other restaurants will be used as well, but on a smaller scale not requiring a contract in place. Due to the possibility of the vaccination sites operating for a prolonged period, there exists the potential for the amount of services provided by Clethouse Café Inc. to exceed \$125,000.00 and thus staff has chosen to present to Council for approval. Using this rotation schedule will allow the City to keep the cost of the catering services reasonable while also aiding in the financial recovery of several local businesses from the COVID-19 pandemic.

SP, EC:tg

Attachments:

- Services Agreement for RFP 736-21 – Clethouse Café Inc.
- Services Agreement for RFP 736-21 – Primo Café
- Services Agreement for RFP 736-21 – Great Wall Restaurant
- Services Agreement for RFP 736-21 – Denny's Restaurant

AGREEMENT FOR CATERING SERVICES

THIS AGREEMENT FOR CATERING SERVICES (this “AGREEMENT”) is made and entered into this 12th day of MAY, 2021, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the “CITY”), and CLETEHOUSE CAFÉ INC., a California corporation (the “VENDOR”).

RECITALS

WHEREAS, the City wishes to hire Vendor as an independent contractor to perform certain services as provided herein, identified as:

RFP 736-21 CATERING SERVICES – VACCINATION SITES

WHEREAS, the Vendor is qualified and willing to perform services described herein as an independent contractor;

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

- A. CITY: City of Lancaster
- B. VENDOR: CLETEHOUSE CAFÉ INC.

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

CITY City of Lancaster
 Attn: Josh Thomas
 44933 North Fern Avenue
 Lancaster, California 93534

VENDOR KAREN TIPPS, OWNER
 CLETEHOUSE CAFÉ INC.
 42145 30TH STREET WEST
 LANCASTER, CA 93536

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 VENDOR’S Proposal is hereby incorporated in and made a part of this AGREEMENT. VENDOR 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 VENDOR'S Proposal

6. **Description of Services.** CITY hereby engages VENDOR, and VENDOR accepts such engagement, to perform the services set forth in the "Scope of Services" attached hereto as Exhibit "A." VENDOR shall perform and provide, in a manner satisfactory to CITY, all services set forth in Scope of Services. The Department Director or her designee shall have the right to review and evaluate the quality of the services during the course of this AGREEMENT.

7. **Obligations of the CITY.** The total compensation to be paid by CITY to VENDOR for all services described in Scope of Services is not to exceed \$50,000 per month. VENDOR'S fees and charges for the services performed shall in no event exceed those set forth in Exhibit "B" "Pricing," attached hereto and made a part hereof. Payments will be made monthly within 30 days of presentation of detailed invoice.

8. **Obligations of the VENDOR.**

A. VENDOR shall perform as required by this AGREEMENT, and shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the food service trade. VENDOR shall possess all requisite current and valid County Health permits at all times during the performance of the services.

B. VENDOR 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. **Hold Harmless and Indemnification.** VENDOR agrees to indemnify and hold harmless the CITY, its elected officials, officers, employees, and volunteers, 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 VENDOR'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. VENDOR agrees to defend CITY, 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 VENDOR or on the part of its employees.

10. **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, or their designee, and VENDOR.

11. **Effective Date; Term.** This contract will be in force and effect as of the date set forth below on which the last of the parties, whether CITY or VENDOR, executes this AGREEMENT, and will continue until closure of the vaccination site operation, or until such time as Contract is terminated under the conditions set forth in Section 12 of this Contract.

12. **Termination for Convenience.** The CITY may terminate this AGREEMENT at any time without cause by giving ten (10) days written notice to VENDOR of such termination and specifying the effective date thereof. City shall pay any undisputed outstanding invoices within fifteen (15) days of termination.

13. **Independent Contractor.** VENDOR is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the CITY. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; VENDOR is an independent contractor.

14. **Insurance.**

A. The Vendor, 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)

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

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

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

E. Vendor 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 736-21 CATERING SERVICES – VACCINATION SITES"

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.

15. Warranties and Representations.

VENDOR warrants and represents to CITY as follows:

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

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

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

D. Upon the execution of this AGREEMENT, VENDOR 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.

16. **Remedies.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract, the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient details the nature of the default. The party receiving such notice shall have five (five) days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

17. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California.

[Signatures begin on following page]

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

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Jason Caudle, City Manager

Dated: _____

CLETEHOUSE CAFÉ

By: _____
Karen Tipps, Chief Executive Officer

Dated: _____

ATTEST:

Andrea Alexander, City Clerk

APPROVED AS TO FORM:

City Attorney

**EXHIBIT “A”
SCOPE OF SERVICES**

Requirements:

- Provide 280 meals a day, Monday through Friday.
- Meals must be delivered to the vaccination site listed below by 10:30 am Monday through Friday.
 - AV Fairgrounds (180 meals to one building and 100 meals to another building)
2551 W Avenue H
Lancaster, CA 93536
- Each meal must contain:
 - 1 Entrée (hot or cold)
 - 2 Sides (dessert can replace a side)
 - Must have a vegan and vegetarian option
- Meals must be individually packaged and must include a cutlery pack.
- Menu must be provided to City Staff by 9:00 am on Friday morning the week prior to scheduled meal deliveries.
 - Menu must provide a different option for each day of the week, including a vegan and vegetarian option.
 - City Staff will approve menu or request changes by 4:00 pm on Friday the week prior to scheduled meal deliveries. City Staff will also provide the number of vegan and vegetarian meals needed for the following week. Vendor must be able to accommodate requested changes.
- Catering services will be required on a month to month basis, as needed.
- Vendor must accept a PO not to exceed amount determined for the month.
- Vendor must provide invoice on Friday for the week of service.
- Payment will be available the following Friday, provided invoice is received and approved no later than Monday of the following week.

Exhibit "B"
PRICING

Cletehouse Café Inc.

Price will not exceed \$8.45 per meal. Total compensation not to exceed \$50,000 per month.

AGREEMENT FOR CATERING SERVICES

THIS AGREEMENT FOR CATERING SERVICES (this “AGREEMENT”) is made and entered into this 12th day of MAY, 2021, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the “CITY”), and JY PRIMO CAFÉ, INC., a California corporation, dba PRIMO CAFÉ (the “VENDOR”).

RECITALS

WHEREAS, the City wishes to hire Vendor as an independent contractor to perform certain services as provided herein, identified as:

RFP 736-21 CATERING SERVICES – VACCINATION SITES

WHEREAS, the Vendor is qualified and willing to perform services described herein as an independent contractor;

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

- A. CITY: City of Lancaster
- B. VENDOR: JY PRIMO CAFÉ, INC., DBA PRIMO CAFÉ

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

- CITY City of Lancaster
Attn: Josh Thomas
44933 North Fern Avenue
Lancaster, California 93534
- VENDOR LINDA MEY JI, CEO
JY PRIMO CAFÉ, INC, DBA PRIMO CAFÉ
44599 VALLEY CENTRAL WAY
LANCASTER, CA 93536

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 VENDOR’S Proposal is hereby incorporated in and made a part of this AGREEMENT. VENDOR 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 VENDOR'S Proposal

6. **Description of Services.** CITY hereby engages VENDOR, and VENDOR accepts such engagement, to perform the services set forth in the "Scope of Services" attached hereto as Exhibit "A." VENDOR shall perform and provide, in a manner satisfactory to CITY, all services set forth in Scope of Services. The Department Director or her designee shall have the right to review and evaluate the quality of the services during the course of this AGREEMENT.

7. **Obligations of the CITY.** The total compensation to be paid by CITY to VENDOR for all services described in Scope of Services is not to exceed \$50,000 per month. VENDOR'S fees and charges for the services performed shall in no event exceed those set forth in Exhibit "B" "Pricing," attached hereto and made a part hereof. Payments will be made monthly within 30 days of presentation of detailed invoice.

8. **Obligations of the VENDOR.**

A. VENDOR shall perform as required by this AGREEMENT, and shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the food service trade. VENDOR shall possess all requisite current and valid County Health permits at all times during the performance of the services.

B. VENDOR 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. **Hold Harmless and Indemnification.** VENDOR agrees to indemnify and hold harmless the CITY, its elected officials, officers, employees, and volunteers, 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 VENDOR'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. VENDOR agrees to defend CITY, 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 VENDOR or on the part of its employees.

10. **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, or their designee, and VENDOR.

11. **Effective Date; Term.** This contract will be in force and effect as of the date set forth below on which the last of the parties, whether CITY or VENDOR, executes this AGREEMENT, and will continue until closure of the vaccination site operation, or until such time as Contract is terminated under the conditions set forth in Section 12 of this Contract.

12. **Termination for Convenience.** The CITY may terminate this AGREEMENT at any time without cause by giving ten (10) days written notice to VENDOR of such termination and specifying the effective date thereof. City shall pay any undisputed outstanding invoices within fifteen (15) days of termination.

13. **Independent Contractor.** VENDOR is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the CITY. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; VENDOR is an independent contractor.

14. **Insurance.**

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

Commercial General Liability

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors;	
Property Damage	

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

Commercial Automobile Liability

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

Workers Compensation

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

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

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

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

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

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

E. Vendor 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 736-21 CATERING SERVICES – VACCINATION SITES"

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.

15. Warranties and Representations.

VENDOR warrants and represents to CITY as follows:

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

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

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

D. Upon the execution of this AGREEMENT, VENDOR 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.

16. **Remedies.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract, the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient details the nature of the default. The party receiving such notice shall have five (five) days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

17. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California.

[Signatures begin on following page]

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

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Jason Caudle, City Manager

Dated: _____

JY PRIMO CAFÉ, INC, dba PRIMO CAFÉ

By: _____
Linda Mey Ji, Chief Executive Officer

Dated: _____

ATTEST:

Andrea Alexander, City Clerk

APPROVED AS TO FORM:

City Attorney

**EXHIBIT “A”
SCOPE OF SERVICES**

Requirements:

- Provide 280 meals a day, Monday through Friday.
- Meals must be delivered to the vaccination site listed below by 10:30 am Monday through Friday.
 - AV Fairgrounds (180 meals to one building and 100 meals to another building)
2551 W Avenue H
Lancaster, CA 93536
- Each meal must contain:
 - 1 Entrée (hot or cold)
 - 2 Sides (dessert can replace a side)
 - Must have a vegan and vegetarian option
- Meals must be individually packaged and must include a cutlery pack.
- Menu must be provided to City Staff by 9:00 am on Friday morning the week prior to scheduled meal deliveries.
 - Menu must provide a different option for each day of the week, including a vegan and vegetarian option.
 - City Staff will approve menu or request changes by 4:00 pm on Friday the week prior to scheduled meal deliveries. City Staff will also provide the number of vegan and vegetarian meals needed for the following week. Vendor must be able to accommodate requested changes.
- Catering services will be required on a month to month basis, as needed.
- Vendor must accept a PO not to exceed amount determined for the month.
- Vendor must provide invoice on Friday for the week of service.
- Payment will be available the following Friday, provided invoice is received and approved no later than Monday of the following week.

Exhibit "B"
PRICING

Primo Café

Price will not exceed \$8.50 per meal. Total compensation not to exceed \$50,000.

AGREEMENT FOR CATERING SERVICES

THIS AGREEMENT FOR CATERING SERVICES (this “AGREEMENT”) is made and entered into this 12th day of MAY, 2021, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the “CITY”), and CAMUS CORP., a California corporation dba GREAT WALL RESTAURANT (the “VENDOR”).

RECITALS

WHEREAS, the City wishes to hire Vendor as an independent contractor to perform certain services as provided herein, identified as:

RFP 736-21 CATERING SERVICES – VACCINATION SITES

WHEREAS, the Vendor is qualified and willing to perform services described herein as an independent contractor;

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

- A. CITY: City of Lancaster
- B. VENDOR: GREAT WALL RESTAURANT

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

- CITY City of Lancaster
Attn: Josh Thomas
44933 North Fern Avenue
Lancaster, California 93534
- VENDOR VATANA KIM, MANAGER
GREAT WALL RESTAURANT
2001 W AVE. J
LANCASTER, CA 93536

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 VENDOR’S Proposal is hereby incorporated in and made a part of this AGREEMENT. VENDOR 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 VENDOR'S Proposal

6. **Description of Services.** CITY hereby engages VENDOR, and VENDOR accepts such engagement, to perform the services set forth in the "Scope of Services" attached hereto as Exhibit "A." VENDOR shall perform and provide, in a manner satisfactory to CITY, all services set forth in Scope of Services. The Department Director or her designee shall have the right to review and evaluate the quality of the services during the course of this AGREEMENT.

7. **Obligations of the CITY.** The total compensation to be paid by CITY to VENDOR for all services described in Scope of Services is not to exceed \$50,000 per month. VENDOR'S fees and charges for the services performed shall in no event exceed those set forth in Exhibit "B" "Pricing," attached hereto and made a part hereof. Payments will be made monthly within 30 days of presentation of detailed invoice.

8. **Obligations of the VENDOR.**

A. VENDOR shall perform as required by this AGREEMENT, and shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the food service trade. VENDOR shall possess all requisite current and valid County Health permits at all times during the performance of the services.

B. VENDOR 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. **Hold Harmless and Indemnification.** VENDOR agrees to indemnify and hold harmless the CITY, its elected officials, officers, employees, and volunteers, 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 VENDOR'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. VENDOR agrees to defend CITY, 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 VENDOR or on the part of its employees.

10. **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, or their designee, and VENDOR.

11. **Effective Date; Term.** This contract will be in force and effect as of the date set forth below on which the last of the parties, whether CITY or VENDOR, executes this AGREEMENT, and will continue until closure of the vaccination site operation, or until such time as Contract is terminated under the conditions set forth in Section 12 of this Contract.

12. **Termination for Convenience.** The CITY may terminate this AGREEMENT at any time without cause by giving ten (10) days written notice to VENDOR of such termination and specifying the effective date thereof. City shall pay any undisputed outstanding invoices within fifteen (15) days of termination.

13. **Independent Contractor.** VENDOR is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the CITY. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; VENDOR is an independent contractor.

14. **Insurance.**

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

Commercial General Liability

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors;	
Property Damage	

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

Commercial Automobile Liability

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

Workers Compensation

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

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)

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

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

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

E. Vendor 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 736-21 CATERING SERVICES – VACCINATION SITES"

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.

15. Warranties and Representations.

VENDOR warrants and represents to CITY as follows:

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

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

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

D. Upon the execution of this AGREEMENT, VENDOR 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.

16. **Remedies.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract, the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient details the nature of the default. The party receiving such notice shall have five (five) days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

17. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California.

[Signatures begin on following page]

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

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Jason Caudle, City Manager

Dated: _____

GREAT WALL RESTAURANT

By: _____
Watana Kim, Co-Owner/Manager

Dated: _____

ATTEST:

Andrea Alexander, City Clerk

APPROVED AS TO FORM:

City Attorney

**EXHIBIT “A”
SCOPE OF SERVICES**

Requirements:

- Provide 280 meals a day, Monday through Friday.
- Meals must be delivered to the vaccination site listed below by 10:30 am Monday through Friday.
 - AV Fairgrounds (180 meals to one building and 100 meals to another building)
2551 W Avenue H
Lancaster, CA 93536
- Each meal must contain:
 - 1 Entrée (hot or cold)
 - 2 Sides (dessert can replace a side)
 - Must have a vegan and vegetarian option
- Meals must be individually packaged and must include a cutlery pack.
- Menu must be provided to City Staff by 9:00 am on Friday morning the week prior to scheduled meal deliveries.
 - Menu must provide a different option for each day of the week, including a vegan and vegetarian option.
 - City Staff will approve menu or request changes by 4:00 pm on Friday the week prior to scheduled meal deliveries. City Staff will also provide the number of vegan and vegetarian meals needed for the following week. Vendor must be able to accommodate requested changes.
- Catering services will be required on a month to month basis, as needed.
- Vendor must accept a PO not to exceed amount determined for the month.
- Vendor must provide invoice on Friday for the week of service.
- Payment will be available the following Friday, provided invoice is received and approved no later than Monday of the following week.

Exhibit "B"
PRICING

Great Wall Restaurant

Price will not exceed \$9.99 per meal. Total compensation not to exceed \$50,000.

AGREEMENT FOR CATERING SERVICES

THIS AGREEMENT FOR CATERING SERVICES (this “AGREEMENT”) is made and entered into this 12th day of MAY, 2021, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the “CITY”), and NAYA RESTAURANT INC., a California corporation, dba DENNY’S RESTAURANT (the “VENDOR”).

RECITALS

WHEREAS, the City wishes to hire Vendor as an independent contractor to perform certain services as provided herein, identified as:

RFP 736-21 CATERING SERVICES – VACCINATION SITES

WHEREAS, the Vendor is qualified and willing to perform services described herein as an independent contractor;

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

- A. CITY: City of Lancaster
- B. VENDOR: NAYA RESTAURANT INC. dba DENNY’S RESTAURANT

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

- CITY City of Lancaster
Attn: Josh Thomas
44933 North Fern Avenue
Lancaster, California 93534
- VENDOR YASIR NADEEM, OWNER
NAYA RESTAURANT INC. dba DENNY’S RESTAURANT
1028 WEST AVENUE I
LANCASTER, CA 93534

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 VENDOR’S Proposal is hereby incorporated in and made a part of this AGREEMENT. VENDOR 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 VENDOR'S Proposal

6. **Description of Services.** CITY hereby engages VENDOR, and VENDOR accepts such engagement, to perform the services set forth in the "Scope of Services" attached hereto as Exhibit "A." VENDOR shall perform and provide, in a manner satisfactory to CITY, all services set forth in Scope of Services. The Department Director or her designee shall have the right to review and evaluate the quality of the services during the course of this AGREEMENT.

7. **Obligations of the CITY.** The total compensation to be paid by CITY to VENDOR for all services described in Scope of Services is not to exceed \$50,000 per month. VENDOR'S fees and charges for the services performed shall in no event exceed those set forth in Exhibit "B" "Pricing," attached hereto and made a part hereof. Payments will be made monthly within 30 days of presentation of detailed invoice.

8. **Obligations of the VENDOR.**

A. VENDOR shall perform as required by this AGREEMENT, and shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the food service trade. VENDOR shall possess all requisite current and valid County Health permits at all times during the performance of the services.

B. VENDOR 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. **Hold Harmless and Indemnification.** VENDOR agrees to indemnify and hold harmless the CITY, its elected officials, officers, employees, and volunteers, 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 VENDOR'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. VENDOR agrees to defend CITY, 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 VENDOR or on the part of its employees.

10. **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, or their designee, and VENDOR.

11. **Effective Date; Term.** This contract will be in force and effect as of the date set forth below on which the last of the parties, whether CITY or VENDOR, executes this AGREEMENT, and will continue until closure of the vaccination site operation, or until such time as Contract is terminated under the conditions set forth in Section 12 of this Contract.

12. **Termination for Convenience.** The CITY may terminate this AGREEMENT at any time without cause by giving ten (10) days written notice to VENDOR of such termination and specifying the effective date thereof. City shall pay any undisputed outstanding invoices within fifteen (15) days of termination.

13. **Independent Contractor.** VENDOR is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the CITY. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; VENDOR is an independent contractor.

14. **Insurance.**

A. The Vendor, 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)

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

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

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

E. Vendor 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 736-21 CATERING SERVICES – VACCINATION SITES"

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.

15. **Warranties and Representations.**

VENDOR warrants and represents to CITY as follows:

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

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

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

D. Upon the execution of this AGREEMENT, VENDOR 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.

16. **Remedies.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract, the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient details the nature of the default. The party receiving such notice shall have five (five) days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

17. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California.

[Signatures begin on following page]

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

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Jason Caudle, City Manager

Dated: _____

NAYA RESTAURANT INC. dba DENNY'S RESTAURANT

By: _____
Yasir Nadeem, Chief Executive Officer

Dated: _____

ATTEST:

Andrea Alexander, City Clerk

APPROVED AS TO FORM:

City Attorney

**EXHIBIT “A”
SCOPE OF SERVICES**

Requirements:

- Provide 280 meals a day, Monday through Friday.
- Meals must be delivered to the vaccination site listed below by 10:30 am Monday through Friday.
 - AV Fairgrounds (180 meals to one building and 100 meals to another building)
2551 W Avenue H
Lancaster, CA 93536
- Each meal must contain:
 - 1 Entrée (hot or cold)
 - 2 Sides (dessert can replace a side)
 - Must have a vegan and vegetarian option
- Meals must be individually packaged and must include a cutlery pack.
- Menu must be provided to City Staff by 9:00 am on Friday morning the week prior to scheduled meal deliveries.
 - Menu must provide a different option for each day of the week, including a vegan and vegetarian option.
 - City Staff will approve menu or request changes by 4:00 pm on Friday the week prior to scheduled meal deliveries. City Staff will also provide the number of vegan and vegetarian meals needed for the following week. Vendor must be able to accommodate requested changes.
- Catering services will be required on a month to month basis, as needed.
- Vendor must accept a PO not to exceed amount determined for the month.
- Vendor must provide invoice on Friday for the week of service.
- Payment will be available the following Friday, provided invoice is received and approved no later than Monday of the following week.

Exhibit "B"
PRICING

Denny's Restaurant

Price will not exceed \$10.59 per meal. The price for delivery will be \$50 per day. Total compensation not to exceed \$50,000.

STAFF REPORT
City of Lancaster

CC 7
05/11/21
JC

Date: May 11, 2021

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director
Chenin Dow, Real Estate & Economic Development Senior Manager

Subject: **Memorandum of Understanding with Fraber Properties II, LLC**

Recommendations:

1. Approve a Memorandum of Understanding with Fraber Properties II, LLC for the buyout of Fraber Properties II, LLC's share of four industrial parcels in the Lancaster Business Park.
2. Authorize the City Manager or his designee to finalize and execute all related documents.
3. Appropriate \$1,046,529.00 from Account No. 101-2900-000 General Fund Balance to Account No. 109-4240-912 Property Acquisition Expense.

Fiscal Impact:

Immediate costs of \$1,046,529.00. Upon the sale of the subject properties at an asking price of \$4.00 to \$4.50 per square-foot based on parcel, there is the potential for revenue of up to \$1,822,768.20, yielding a net increase of \$776,239.20.

Background:

In 2012, the Lancaster City Council approved a Project Development Agreement with Morton Way, LLC ("Morton Manufacturing") and Fraber Properties II, LLC ("Fraber Properties"). This agreement brought Morton Manufacturing's corporate headquarters, as well as 300 full-time manufacturing jobs, to the City of Lancaster.

The involvement of Fraber Properties was crucial to this deal. While Morton Manufacturing was seeking a 10-acre site for their new state-of-the-art facility, the previous owner of the parcel – which was originally 21 acres – refused to sell only a portion of it. To combat this and allow the deal to move forward, the City of Lancaster established a public-private partnership with developer Fraber Properties. Fraber Properties purchased the entire 21-acre site, while the City built the necessary infrastructure and subdivided the lot into five separate parcels. One of these was a 10-acre site, on which Fraber Properties built Morton Manufacturing.

In addition to the immediate benefit of attracting Morton Manufacturing, the deal created four shovel-ready sites designed to attract still more jobs and investment to the Lancaster community. As part of this arrangement, the City of Lancaster and Fraber Properties agreed to jointly market the remaining four parcels for future industrial development. Staff continues to aggressively market these properties.

Upon the sale of these parcels, the original agreement dictates that Fraber Properties will receive the first \$3.00 per square-foot in proceeds to recoup its original investment in the land. Today, the City has the opportunity to buy out Fraber Properties' interest in the property for a discounted rate of \$2.50 per square-foot.

The properties' values are estimated at a minimum of \$4.00 to \$4.50 per square-foot, and the region's real estate market continues to climb. This offers the opportunity to generate a profit of up to \$2.00 per square-foot upon the sale of the land, which would net more than \$750,000.00 for the City of Lancaster.

With an industrial vacancy rate of just two percent (2%), it is likely only a matter of time before these properties are sold. Through approval of this Memorandum of Understanding, City of Lancaster has the opportunity to repay a debt, assist the private partner who allowed for the attraction of Morton Manufacturing, and generate a profit for the benefit of the citizens of Lancaster.

CD/dw

Attachment:

Memorandum of Understanding with Fraber Properties II, LLC

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this 11th day of May, 2021 (“Effective Date”), by and between the **CITY OF LANCASTER**, a California charter city and municipal corporation (“City”), and **FRABER PROPERTIES II, LLC**, a California limited liability company (“Developer”) (City and Developer are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

RECITALS

A. On or about July 3, 2012, the Parties entered into an agreement titled “Project Development Agreement” (“Development Agreement”). The Development Agreement generally provides, in part, Developer will acquire and develop certain real property defined in the Development Agreement as the “Remainder Parcels” and City will subdivide such property and construct certain street, infrastructure and other improvements necessary for development. The City entered into the Development Agreement as an exercise of the economic development powers granted by state law and the City’s Charter.

B. Section 401 of the Development Agreement provides that (i) the Remainder Parcels (as defined in the Development Agreement) shall be marketed jointly by the City and Developer, (ii) the proceeds of the sale of the Remainder Parcels shall be divided between the City and Developer first to reimburse Developer for the cost of acquiring the respective Remainder Parcel and second to reimburse the City for the cost of completing the City Improvements (as defined in the Development Agreement) with respect to such Remainder Parcel, and (iii) any proceeds in excess of the above amounts shall be divided on a pro-rata basis determined on the basis of the investment by the respective Parties.

C. In lieu of the process described in Section 401 of the Development Agreement, Developer offered to sell to City all Developer’s right, title and interest in and to the Remainder Parcels for a purchase price of Two Dollars and Fifty Cents per square foot (\$2.50/ft²). City accepted Developer’s offer and the Parties now desire to document the transfer of Developer’s right, title and interest in and to the Remainder Parcels to City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals and Development Agreement. The foregoing recitals and Development Agreement are incorporated in and constitute a substantive part of this MOU. Unless otherwise defined herein, all capitalized terms used in this MOU shall have the meaning ascribed to them in the Development Agreement.

2. Purchase and Sale of Developer Interest in Remainder Parcels. Developer hereby agrees to sell all Developer’s right, title and interest in and to the Remainder Parcels to City, and City hereby agrees to purchase all Developer’s right, title and interest in and to the Remainder Parcels from Developer, on the terms and conditions set forth in this MOU. Developer shall deliver

to City a fully executed and acknowledged quitclaim deed in the form attached hereto as Exhibit "A" and incorporated herein ("Quitclaim Deed") within ten (10) days of the Effective Date of this MOU.

3. Payment of Purchase Price. As consideration for the sale described in Section 2 of this MOU, and subject to Developer timely delivering the Quitclaim Deed to City, City shall pay Developer the amount of One Million Forty-Six Thousand Five Hundred and Twenty-Nine Dollars (\$1,046,529.00) ("Purchase Price"). City shall pay the Purchase Price to Developer within thirty (30) days of the Effective Date of this MOU by a check made payable to "**FRABER PROPERTIES LLC**" or by any other form of payment to which the Parties mutually agree.

4. Relationship to Development Agreement. The Development Agreement shall be deemed amended as and to the extent necessary to conform to the terms of this MOU. In the event of a conflict between this MOU and the Development Agreement, the terms of this MOU shall control.

5. General Provisions.

(a) No Assignment. Developer represents and warrants that Developer has not assigned all or any portion of Developer's right, title and interest in and to the Remainder Parcels, and will make no such assignment. Developer further represents and warrants that, other than Developer and City, no other person or entity has any interest in the Remainder Parcels.

(b) Successors and Assigns. This MOU, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

(c) Right to Have Reviewed by Attorney. The Parties acknowledge that this MOU will have important legal consequences and imposes significant requirements on each Party. Accordingly, each Party acknowledges that he has been represented by an attorney during the negotiation and execution of this MOU or had an opportunity to be represented by an attorney but knowingly and voluntarily decided to not be represented by an attorney.

(d) Voluntary Execution. This MOU in all respects has been voluntarily and knowingly executed by the Parties hereto.

(e) Severability. Should any portion, word, clause, phrase, sentence or paragraph of this MOU be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

(f) Entire Integrated Agreement. This MOU constitutes the entire integrated agreement between the Parties concerning the Remainder Parcels and supersedes all other agreements, understandings, negotiations, or discussions between the Parties concerning the Remainder Parcels. The Parties each acknowledge that no representations, inducements, promises, agreements or warranties have been made by them, or anyone acting on their behalf, which are not embodied in this MOU, and that no purported supplements, modifications, waivers or terminations of this MOU shall be valid or binding unless executed in writing by all Parties.

(g) Governing Law. This MOU is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State.

(h) Time of Essence. Time is of the essence for the performance of each and every covenant and the satisfaction of each and every condition contained in this MOU.

(i) Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this MOU.

(j) Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this MOU, the language of this MOU shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Unless otherwise provided, any term referencing time, days or period for performance shall be deemed calendar days and not business days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this MOU.

(k) Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give another Party any contractual rights by custom, estoppel, or otherwise.

(l) Counterparts; Electronic Execution. This MOU may be executed in multiple counterparts by the Parties. All counterparts so executed shall constitute one agreement binding upon the Parties, notwithstanding that the Parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this MOU, all of which shall constitute one (1) agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this MOU and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This MOU, any other document necessary for the consummation of the transaction contemplated by this MOU may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 *et seq.* (“E-Sign Act”), and the Uniform Electronic Transactions Act, Cal. Civ. Code § 1633.1 *et seq.* (“UETA”).

(m) Attorneys’ Fees. In the event any Party shall maintain or commence any action, proceeding, or motion against any other Party to enforce this MOU or any provision thereof, the prevailing Party therein shall be entitled to recover reasonable attorneys’ fees and costs therein incurred. Each Party agrees that if such Party hereafter commences, joins in, or in any manner asserts against any other Party any of the claims released hereunder, then it will pay to the other Party, in addition to any other damages caused to the other Party thereby, reasonable attorneys’ fees and costs incurred in defending or otherwise responding to such suit or claim.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representative as of the date first written above.

CITY:

CITY OF LANCASTER, a California charter city and municipal corporation

By: _____

Name: Jason Caudle

Title: City Manager

DEVELOPER:

FRABER PROPERTIES II, LLC, a California limited liability company

By: _____

Name: Frank Visco

Title: Managing Director

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

QUITCLAIM DEED

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

City of Lancaster
44933 Fern Avenue
Lancaster, California 93534
Attn: City Manager

APN:

[Space above for recorder.]

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, FRABER PROPERTIES II, LLC, a California limited liability company ("Grantor"), does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to CITY OF LANCASTER, a California charter city and municipal corporation ("Grantee"), all of Grantor's right, title, and interest in and to that certain real property (the "Property") located in the County of Los Angeles, State of California, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of _____, 2021.

FRABER PROPERTIES II, LLC, a California
limited liability company

By: _____

Name: _____

Title: _____

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL 1 OF PARCEL MAP 72015, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 373, PAGES 45 - 50 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 3126-009-974

PARCEL 2 OF PARCEL MAP 72015, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 373, PAGES 45 - 50 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 3126-009-975

PARCEL 3 OF PARCEL MAP 72015, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 373, PAGES 45 - 50 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 3126-009-976

PARCEL 5 OF PARCEL MAP 72015, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 373, PAGES 45 - 50 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 3126-009-978

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the quitclaim deed dated _____, 2021 from FRABER PROPERTIES II, LLC, a California limited liability company, to the CITY OF LANCASTER, a California charter city and municipal corporation (“Grantee”), is hereby accepted by the undersigned officer on behalf of the Grantee pursuant to authority conferred by Resolution No. _____ adopted on _____, 20__, and the Grantee consents to recordation thereof by its duly authorized officer.

Date: _____

CITY OF LANCASTER, a California charter
city and municipal corporation

By: _____

Name: _____

Title: _____

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

STATE OF CALIFORNIA)
) ss.
 COUNTY OF _____)

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

personally appeared _____

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

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

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
-----------------------------------	---

- Individual
- Corporate Officer

Title(s)	Title Or Type Of Document
----------	---------------------------

- Partner(s) Limited General

<ul style="list-style-type: none"> <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: _____ 	Number Of Pages
--	-----------------

	Date Of Documents
--	-------------------

Signer is representing: Name Of Person(s) Or Entity(ies) _____	_____ Signer(s) Other Than Named Above
--	---

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

STATE OF CALIFORNIA)
) ss.
 COUNTY OF _____)

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

personally appeared _____

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

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

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
-----------------------------------	---

- Individual
- Corporate Officer

_____ Title(s)	_____ Title Or Type Of Document
-------------------	------------------------------------

Partner(s) Limited

General

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

Other: _____

Number Of Pages

Signer is representing:

Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

STAFF REPORT
City of Lancaster

CC 8
05/11/21
JC

Date: May 11, 2021

To: Mayor Parris and City Council Members

From: Jason Caudle, City Manager

Subject: **Lancaster Choice Energy 2019 Power Content Label and Attestation**

Recommendation:

Provide the attestation specified under California’s Power Source Disclosure (PSD) Program, which requires the governing council of a public agency providing retail electric service to endorse the accuracy of each annual report and power content label, as submitted to the California Energy Commission, for the previous year. In the case of Lancaster Choice Energy (LCE), such attestations will be based on the California Choice Energy Authority’s (CalChoice) technical review and will address the 2019 Annual Reports and Power Content Labels (PCL) prepared for the LCE community choice aggregation (CCA) program.

Fiscal Impact:

None.

Background:

California Public Utilities Code requires all retail sellers of electric energy, including LCE, to disclose “accurate, reliable, and simple-to-understand information on sources of energy” that are delivered to their respective customers. Applicable regulations direct retail sellers to provide such communications to customers each year. The format for requisite communications is highly prescriptive, offering little flexibility to retail sellers when presenting such information to customers – The CEC administers the development of pertinent templates, which must be used for this purpose. This format has been termed the Power Content Label, or PCL, by the CEC.

Information presented in the PCL includes proportionate share of total energy supply related to various fuel sources/resource categories, including both renewable and conventional fuel sources. If a retail seller meets a certain percentage of its supply obligation from sources of power that cannot be traced back to a specific generator, such as energy purchased through generalized market transactions, the report must identify such purchases as “unspecified sources of power”. Based on recent revisions to PSD regulations, retail sellers will soon be required to include greenhouse gas emission intensities as a component of each PCL relating to 2020 and beyond.

During the 2019 calendar year, LCE delivered a substantial portion of its electric energy supply from various renewable energy sources, including eligible hydroelectric, solar, biomass, geothermal, and wind. For Clear Choice customers, 35% of the energy delivered was from renewable energy resources. For Smart Choice, 100% of the energy delivered was sourced from renewable energy resources. The PCL reflects LCE's energy resources for energy delivered in calendar year 2019 only.

¹California Public Utilities Code Section 398-1 (b)

Consistent with applicable regulations, all customers currently enrolled in the LCE program received the PCL via mail.

In order to fulfill its Power Source Disclosure Program reporting obligation, LCE must also provide the CEC with Council's attestation regarding the accuracy of information included in the PCL, consistent with the following element of PSD Program regulation.

A retail supplier that is a public agency providing electric services is not required to comply with the provisions of subdivision (a)(1) if the board of directors of the public agency submits to the Energy Commission an attestation of the veracity of each annual report and power content label for the previous year.

In the following excerpt from applicable regulations, subdivision (a)(1) refers to a third-party audit, which is not necessary for public agencies, including the City.

While developing LCE's 2019 PCL, CalChoice staff, along with several technical consultants, performed a detailed review of all power purchases procured and received in 2019. The reviews performed by CalChoice and noted technical consultants found no inaccuracies or inconsistencies in such information, which was subsequently entered in LCE's annual reports and PCLs. It should be noted, the PCLs received Council approval on September 8, 2020, and LCE subsequently distributed such PCLs to participating customers as required by PSD Program regulations. To fulfill its attestation requirements for 2019, Council is being asked to provide an expanded attestation covering both the PCLs and associated Annual Reports – both of these elements of the PSD Program reflect information that was consistently and accurately presented for the LCE CCA Program.

Upon approval, a copy of this staff report and related meeting minutes will be forwarded to the CEC, thereby completing LCE's attestation requirements under California's Power Source Disclosure Program Annual Reporting obligation for the 2019 calendar year.

Based on the foregoing, it is recommended that the City Council attest to the accuracy of the Lancaster Choice Energy 2019 Power Content Label data as required by the California Energy Commission.

JC:cd

Attachment:

Clear Choice 2019 Power Content Label Data
Smart Choice 2019 Power Content Label Data

2019 POWER CONTENT LABEL			
Lancaster Choice Energy			
https://www.lancasterchoiceenergy.com/about-lce/power-sources/			
ENERGY RESOURCES	2019 LCE CLEAR CHOICE Power Mix	2019 LCE SMART CHOICE Power Mix	2019 CA Power Mix
Eligible Renewable¹	28.6%	31.0%	31.7%
Biomass & Biowaste	10.5%	0.0%	2.4%
Geothermal	2.1%	0.0%	4.8%
Eligible Hydroelectric	6.1%	0.0%	2.0%
Solar	5.4%	31.0%	12.3%
Wind	4.4%	0.0%	10.2%
Coal	0.0%	0.0%	3.0%
Large Hydroelectric	44.7%	0.0%	14.6%
Natural Gas	0.0%	0.0%	34.2%
Nuclear	0.0%	0.0%	9.0%
Other	0.0%	0.0%	0.2%
Unspecified sources of power²	26.7%	69.0%	7.3%
TOTAL	100%	100%	100%
Percentage of Retail Sales Covered by Retired Unbundled RECs³	6.4%	69.0%	
<p>¹The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.</p> <p>²Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.</p> <p>³Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.</p>			
For specific information about this electricity product, contact:	Lancaster Choice Energy 1 (844) 288-4523		
For general information about the Power Content Label, please visit:	http://www.energy.ca.gov/pcl/		
For additional questions, please contact the California Energy Commission at:	Toll-free in California: 844-454-2906 Outside California: 916-653-0237		

STAFF REPORT

City of Lancaster

CC 9
05/11/21
JC

Date: May 11, 2021

To: Mayor Parris and City Council Members

From: Andrea Alexander, City Clerk

Subject: **Consideration of adoption of Ordinance No. 1082**

Recommendation:

Adopt **Ordinance No. 1082**, amending the City zoning plan for approximately 272.4 acres generally bounded by Avenue J, Avenue J-12, 20th Street West, and 12th Street West, known as Zone Change No. 17-03 (APNS: 3123-001-004, 005, 028, 042, 045, 062, 068, 069, 901, 904, 908, 909, 912, 914, 915, 917, 920 thru 922; 3123-002-031, 032, 034, 047, 050, 051, 059 thru 066, 903, 907, 909; 3123-003-086 thru 089, 094 thru 101; 3123-004-024, 027, 037, 038, 040, 042, 045 thru 048, 903, 904, 907 thru 910; 3123-012-015, 041; 3123-013-036, 041, 068, 101, 900, 901; 3123-014-900 thru 916; 3123-015-026 thru 028, 030, 033, 035, 900 thru 908; and 3123-016-004, 005, 085, 904, 905).

Fiscal Impact:

Development within the Plan Area will generate increased revenue from various sources including sales, property, and transit occupancy taxes associated with new development. Additionally, buildout of the Plan Area would provide jobs, both in construction and in the various anticipated land uses.

Background:

Since 2014, the City of Lancaster has been working on a plan to revitalize the area surrounding the Antelope Valley Hospital and transform it into a walkable medical district which would meet the needs of the City's residents and visitors.

The proposed Master Plan would allow for the buildout of the Plan Area over the next 20 years with a variety of medical, office, residential, hotel, and commercial uses, including the replacement of the existing hospital. In addition to the new 700,000 square foot (sf) hospital and 12,000 sf plant facility, buildout envisions the construction of 1,600 residential units; 820,800 sf of acute/sub-acute/continuum of care facilities (764 beds); 600,000 sf of office space; 242,000 sf of commercial uses; and 180 hotel rooms. These uses would be distributed throughout the Plan Area in accordance with the districts and development standards established in the Master Plan.

In order to facilitate this development, a General Plan Amendment and Zone Change are required to change the land use designation for the Plan Area to Mixed Use and the zoning to Mixed Use – Health District.

At the April 27, 2021 City Council meeting, the City Council approved the introduction of Ordinance No. 1082 by the following vote:

AYES: Council Members Dorris, Malhi, Vice Mayor Crist
NOES: None
RECUSED: Council Member Mann, Mayor Parris
ABSENT: None

Attachment:
Ordinance No. 1082

ORDINANCE NO. 1082

AN ORDINANCE OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING THE CITY ZONING PLAN FOR APPROXIMATELY 272.4 ACRES GENERALLY BOUNDED BY AVENUE J, AVENUE J-12, 20TH STREET WEST, AND 12TH STREET WEST, KNOWN AS ZONE CHANGE NO. 17-03 (APNS: 3123-001-004, 005, 028, 042, 045, 062, 068, 069, 901, 904, 908, 909, 912, 914, 915, 917, 920 THRU 922; 3123-002-031, 032, 034, 047, 050, 051, 059 THRU 066, 903, 907, 909; 3123-003-086 THRU 089, 094 THRU 101; 3123-004-024, 027, 037, 038, 040, 042, 045 THRU 048, 903, 904, 907 THRU 910; 3123-012-015, 041; 3123-013-036, 041, 068, 101, 900, 901; 3123-014-900 THRU 916; 3123-015-026 THRU 028, 030, 033, 035, 900 THRU 908; AND 3123-016-004, 005, 085, 904, 905)

WHEREAS, the City of Lancaster proposes to establish the Lancaster Health District to allow for the buildout of the Plan Area with a mix of commercial, office, medical, and residential uses surrounding the new Antelope Valley Hospital; and

WHEREAS, the City has prepared the Lancaster Health District Master Plan to update the zoning and development regulations for the 272.4 acres generally bounded by Avenue J, Avenue J-12, 20th Street West, and 12th Street West and to establish a new Mixed Use zone, Mixed Use – Health District (MU-H); and

WHEREAS, the State of California Government Code requires zoning to be consistent with the City's General Plan; and

WHEREAS, the City's effort to adopt the MU-H zone requires an update to the City's General Plan and redesignation of the properties to Mixed Use, as well as an update to the City's zoning code and zoning map to include the MU-H zone; and

WHEREAS, a notice of intention to consider a Lancaster Health District Master Plan, and corresponding updates to the General Plan (GPA No. 17-03) and Zoning Ordinance (ZC No. 17-03), was given as required by Section 17.24.110 of the Lancaster Municipal Code, and Sections 65854 and 65905 of the Government Code; and

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

WHEREAS, public notice was provided as required by law, and a public hearing was held on March 15, 2021 by the Planning Commission at which time the Planning Commission recommended certification of the Final Environmental Impact Report and approval of GPA No. 17-03, ZC No. 17-03 and the Lancaster Health District Master Plan to the City Council; and

WHEREAS, public notice was provided as required by law, and a public hearing was held on April 27, 2021, at which the City Council (a) certified that it had reviewed and considered the information in the Final Environmental Impact Report prepared for the proposed Master Plan in compliance with the California Environmental Quality Act (including its implementing regulations) prior to taking action, and (b) found the Final Environmental Impact Report determined that the proposed Master Plan could have a significant effect on the environment; however, with incorporation of the identified mitigation measures all impacts with the exception of operational and cumulative impacts to air quality would be less than significant; and (c) certified the Final Environmental Impact Report and adopted the associated findings and Statement of Overriding Considerations.

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

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

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

1. The proposed zone change from the existing zoning classifications to Mixed Use – Health District is consistent with the General Plan land use designation of Mixed Use proposed for the Plan Area.
2. Modified conditions warrant a revision in the zoning plan, as the proposed Plan Area is compatible with the existing land uses within the surrounding properties. The property surrounding the project site is zoned C (Commercial), OP (Office Professional), R-7,000 (single family residential), MDR (Moderate Density Residential), S (School), P (Public), and O (Open Space and developed with a variety of commercial and residential land uses.
3. A need for the proposed zoning classification of MU-H exists in order for a successful buildout of the Master Plan area.
4. The particular property under consideration is a proper location for the MU-H zoning classification, because it will provide a consistent zoning across the Plan Area while remaining compatible with the surrounding land uses.

Section 3. The following is added to the City's Zoning Code, Section 17.10.030:

E. Mixed Use – Health District (MU-H). This zones provides the foundation for the implementation of the Lancaster Health District which allows a mix of commercial, office, medical, and residential uses. Incorporated by reference is the Lancaster Health District Master Plan as adopted by the City Council on April 27, 2021.

Section 4. Amend the Lancaster Zoning Map to include the MU-H zone for the parcels identified within the Plan Area.

Section 5. The properties within the Plan Area are reclassified from the existing zoning classifications to MU-H.

Section 6. All environmental findings, Statement of Overriding Considerations, and the Final EIR, are hereby certified, approved, adopted and incorporated into this Ordinance.

Section 7. Any ordinance previously adopted by the City Council shall be and hereby is repealed if and to the extent inconsistent with this Ordinance, provided, however, that each such ordinance shall otherwise remain in full force and effect.

Section 8. 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 9. 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, Andrea Alexander, 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 27th day of April, 2021, and placed upon its second reading and adoption at a regular meeting of the City Council on the 11th day of May, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
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. 1082, 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 10
05/11/21
JC

Date: May 11, 2021

To: Mayor Parris and City Council Members

From: Andrea Alexander, City Clerk

Subject: **Consideration of adoption of Ordinance No. 1083**

Recommendation:

Adopt **Ordinance No. 1083**, amending Chapters 5.56 and 17.43 of the Lancaster Municipal Code (each titled “Commercial Cannabis Activity”) relating to the regulation of commercial cannabis activity in the City.

Fiscal Impact:

There is no direct fiscal impact associated with administering this ordinance, as all costs will be covered by application and other fees and surcharges.

Background:

On February 28, 2017, the City Council approved the Medical Cannabis Cultivation Facilities Ordinance No. 1019, adding Chapters 5.56 and 17.43 to the Lancaster Municipal Code (LMC), relating to the regulation of medical cannabis. This ordinance went into effect on March 30, 2017. The ordinance allows for medical cannabis cultivation and manufacturing facilities within the City limits based upon approval of a local license and contingent on approval of a Conditional Use Permit (CUP) in the Light Industrial zone, Heavy Industrial zone, or any adopted specific plan that permits industrial use. The City Council additionally adopted Resolution 17-05 setting the maximum number of local licenses issued pursuant to Chapter 5.56 of the City’s Municipal Code at ten (10), and setting the maximum number of conditional use permits issued pursuant to Chapter 17.43 of the City’s Municipal Code at ten (10.)

In June of 2017, the State Legislature passed, and the Governor signed, Senate Bill 94, the “Medicinal and Adult-Use Cannabis Regulation and Safety Act” (MAUCRSA), which was intended to harmonize and consolidate the provisions of MCRSA and AUMA, to allow for uniform procedures for state licensing. Local jurisdictions continued to have the authority to allow or prohibit adult-use and/or medicinal commercial cannabis activity.

On August 14, 2018, the City Council adopted Resolution 18-46, that eliminated the maximum number of CUP applications and authorized the City Manager to determine the maximum number of licenses and permits that may be issued pursuant to Chapters 5.56 and 17.43 of the City’s Municipal Code; provided, however, that the City Manager shall report back to the City Council after each multiple of ten (10) local licenses are issued pursuant to Chapter 5.56 of the City’s Municipal Code and ten (10) conditional use permits are issued pursuant to Chapter 17.43 of the City’s Municipal Code.

On December 11, 2018, the City Council adopted Ordinance No. 1053, which amended the regulations set forth in Chapters 5.56 and 17.43 of the Municipal Code to allow both medical and non-medical cannabis cultivation and manufacturing facilities, and to allow approved cannabis cultivation and/or manufacturing facilities to self-transport their own cannabis and cannabis products to facilities outside of the City.

The purpose of the proposed ordinance is to align the City's regulations to more closely mirror commercial cannabis activities allowed under state law; specifically, the ordinance would amend the existing regulations to do the following: (a) clarify that sub-categories of cannabis cultivation are permissible in the City; (b) allow mixed-light cultivation; (c) allow for stand-alone distribution facilities; and (d) allow retail sales and delivery of cannabis and cannabis products. The proposed ordinance also delegates to the City Manager the authority to establish and implement written policies regarding the maximum number of licenses that may be issued for commercial cannabis facilities. In addition, it adds additional enforcement mechanisms and aligns the regulatory requirements with industry standards and state regulations. It should be noted that this decision and recommendation does allow for retail sales without additional approvals.

At the April 27, 2021 City Council meeting, the City Council approved the introduction of Ordinance No. 1083 by the following vote:

AYES: Council Members Dorris, Malhi, Mann, Vice Mayor Crist, Mayor Parris
NOES: None
ABSTAIN: None
ABSENT: None

Attachment:
Ordinance No. 1083

ORDINANCE NO. 1083

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER AMENDING CHAPTERS 5.56 AND 17.43 OF THE LANCASTER MUNICIPAL CODE (EACH TITLED “COMMERCIAL CANNABIS ACTIVITY”) RELATING TO THE REGULATION OF COMMERCIAL CANNABIS ACTIVITY IN THE CITY

WHEREAS, in October of 2015, Governor Brown signed into law the Medical Marijuana Regulation and Safety Act, which established a comprehensive State licensing and regulatory framework for the cultivation, manufacture, transportation, testing, storage, distribution, and sale of medical cannabis and which provided that local jurisdictions could permit or prohibit some or all commercial medical cannabis activity; and

WHEREAS, in November of 2016, the citizens of the state of California voted to approve Proposition 64, the “Control, Regulate and Tax Adult Use of Marijuana Act” (AUMA), which authorized individuals who do not have a physician’s recommendation for medicinal cannabis to possess and use marijuana and/or concentrated cannabis subject to certain restrictions, and which provided that local jurisdictions have the authority to allow or prohibit adult-use cannabis commercial activity (e.g., commercial cultivation, manufacturing, retail store-fronts, etc.); and

WHEREAS, on February 28, 2017, the City Council approved the Medical Cannabis Cultivation Facilities Ordinance No. 1019, adding Chapters 5.56 and 17.43 to the Lancaster Municipal Code (LMC), which allowed for cultivation and manufacturing facilities, for medical cannabis only, within the City subject to approval of a local license and a Conditional Use Permit (CUP) in the industrial zones or any adopted specific plan that permits industrial uses; and

WHEREAS, on February 28, 2017, City Council additionally adopted Resolution 17-05 setting the maximum number of local licenses and conditional use permits issued pursuant to Chapter 5.56 and 17.43 of the City’s Municipal Code, respectively, at ten (10); and WHEREAS, in June of 2017, the State Legislature passed, and the Governor signed, Senate Bill 94, the “Medicinal and Adult-Use Cannabis Regulation and Safety Act” (MAUCRSA), which was intended to harmonize and consolidate the provisions of the medicinal and adult-use laws to allow for uniform procedures for state licensing, and through which local jurisdictions continue to have the authority to allow, limit, or prohibit adult-use and/or medicinal commercial cannabis activity; and

WHEREAS, on August 14, 2018, the City Council adopted Resolution 18-46, eliminating the maximum number of licenses and CUPs that may be issued and authorizing the City Manager to determine the number to be issued; provided, however, that the City Manager shall report back to the City Council after each multiple of ten (10) local licenses and CUPs are issued pursuant to Chapters 5.56 and 17.43 of the City’s Municipal Code, respectively; and

WHEREAS, on December 11, 2018, the City Council adopted Ordinance No. 1053 amending the regulations set forth in Chapters 5.56 and 17.43 of the Lancaster Municipal Code to allow both medical and non-medical cannabis cultivation and manufacturing facilities, and to allow approved cannabis cultivation and/or manufacturing facilities to self-transport their own cannabis and cannabis products to facilities outside of the City; and

WHEREAS, the City Council now desires to delegate to the City Manager the authority to establish and implement written policies regarding the maximum number of licenses that may be issued for commercial cannabis facilities; and

WHEREAS, to align the City's regulations to more closely mirror commercial cannabis activities allowed under state law, the City now desires to amend its existing regulations to do the following: (a) clarify that sub-categories of cannabis cultivation activity are permissible in the City; (b) allow mixed-light cultivation; (c) allow for stand-alone distribution facilities; and (d) allow retail sales and delivery of cannabis and cannabis products.

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

Section 1. Chapters 5.56 ("Medicinal Cannabis Cultivators") and 17.43 ("Medical Cannabis Cultivation Facilities") of the Lancaster Municipal Code are hereby repealed and replaced with new Chapters 5.56 and 17.43 (each titled "Commercial Cannabis Activity"), as set forth in Exhibit "A" attached collectively hereto and incorporated herein by reference.

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

I, Andrea Alexander, 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 27th day of April, 2021, and placed upon its second reading and adopted at a regular meeting of the City Council on the 11th day of May, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

ANDREA ALEXANDER
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. 1083, 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)

Chapter 5.56 - COMMERCIAL CANNABIS ACTIVITY

5.56.010 - Purpose and intent.

Commercial cannabis activity shall be permitted as set forth in this chapter and chapter 17.43 of the Code. Licensure and location approval shall be required pursuant to and in accordance with this chapter, chapter 17.43 of the Code, and any and all regulations promulgated by the city manager to implement the provisions of this chapter and/or chapter 17.43. The purpose of this chapter is to align the city's regulation of commercial cannabis activity with applicable state law and to regulate the types of commercial cannabis activity permitted under state law. This chapter is enacted specifically in response to the state laws that permit commercial cannabis activity and the objective of this chapter is to minimize its negative impacts.

5.56.020 - Definitions.

A. The following terms shall be defined as follows:

"Adult-use" or "adult-use cannabis" means cannabis or cannabis product that is used or intended to be used by adults who are over twenty-one (21) years of age and who do not possess a physician's recommendation for medicinal cannabis.

"Applicant" means a person applying for a city commercial cannabis license.

"Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salts, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtain from cannabis. For the purpose of this chapter, "cannabis" does not mean industrial hemp as that term is defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

"Cannabis concentrate" means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this chapter.

"Cannabis cultivation facility" means a facility wherein cannabis is propagated, planted, grown, harvested, dried, processed, stored, cured, graded, labeled, tagged for tracking or trimmed, or that does all or any combination of those activities. For purposes of this chapter, "cultivation facility" also means and includes stand-alone nurseries and processing facilities.

"Cannabis distribution facility" means any facility or location where the primary purpose is the procurement, sale, and transport of cannabis and cannabis products between licensed entities.

"Cannabis facility" means collectively any cannabis cultivation, manufacturing, distribution, or retail facility, as those terms are defined in this chapter. A "cannabis facility" may be comprised of: all structures located on a parcel operated by a single licensee; one or more buildings operated by a licensee on a parcel that contains other building(s) which are operated by other licensees; or a suite or unit within a building operated by a licensee that contains other suites or units operated by other licensees. For purposes of this chapter, "cannabis facility" and "facility" may be used interchangeably.

"Cannabis manufacturing facility" means a facility where the production of cannabis concentrate, or preparation, propagation, compounding and/or packaging of manufactured cannabis is conducted, either directly or indirectly or by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis.

"Cannabis product" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

"Cannabis retail facility" means a building, or a suite or unit within a building, in which a licensed cannabis retailer or licensed microbusiness authorized to engage in retail sales displays, offers and/or sells cannabis, cannabis products, or devices for the use of cannabis or cannabis products, either individually or in any combination, for retail sale.

"Canopy" means the total combined indoor area for all locations on a property where cannabis is being cultivated, as measured by the horizontal extent of the plant or combination of plants at the widest point and measured in a straight line. This does not include aisles or walkways.

"Cultivation" means any activity involving the propagation, planting, growing, harvesting, drying, curing, processing, storing, packaging, labeling, grading, or trimming of cannabis.

"Delivery" means the commercial transfer of cannabis or cannabis products from a licensed retailer or licensed microbusiness authorized to engage in retail sales to a purchaser. "Delivery" also includes the use by a cannabis facility of any technology platform owned and controlled by the cannabis facility, that enables purchasers to arrange for or facilitate the commercial transfer by a licensed retailer of cannabis or cannabis products.

"Delivery employee" means an individual employed by a licensed retailer or licensed microbusiness authorized to engage in retail sales who delivers cannabis goods from the licensed retailer or licensed microbusiness premises to a customer at a physical address.

"Distribution" means the procurement, sale, and transport of cannabis and cannabis products between licensed cannabis business entities.

"Edible cannabis product" means manufactured cannabis that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the Food and Agricultural Code. An edible cannabis product is not considered food as defined by Section 109935 of the Health and Safety Code or a drug as defined by Section 109925 of the Health and Safety Code.

"Good cause" for purposes of denying, revoking, suspending, or refusing to renew or reinstate a license includes, but is not limited to, the following:

1. The licensee or applicant has violated any of the terms, conditions or provisions of this chapter, of state law, of any regulations and/or rules promulgated pursuant to state law, any applicable local rules and/or regulations, or any special terms or conditions placed upon its conditional use permit, state license, and/or city license;

2. The licensed premises have been operated in a manner that adversely affects the public health, safety or welfare or the safety of the immediate neighborhood in which the establishment is located, causes adverse economic impacts, increased crime, increased incidence of communicable disease, increased demand on public safety resources and law enforcement personnel, decreased property values and/or an increase in the number of transients in the area;
3. The licensee or applicant has knowingly made false statements, misrepresentations or material omissions on an application form, renewal form, or any other document submitted to the city;
4. Issuance of the license would impair the health, safety or welfare of the public, cause negative impacts to property values, impair the city's ability to prevent crime associated with cannabis, and/or impair the city's ability to ensure that cannabis grown remains secure and does not find its way to minors or illicit markets.
5. The applicant or licensee's criminal history does not indicate that the applicant or licensee is of good moral character; or the applicant or licensee has been convicted of an offense that is substantially related to the qualifications, functions, or duties of the business or profession for which the application is made, or that otherwise indicates that his or her operation of a cannabis facility would pose a hazard to public health and safety;;
6. The licensee or applicant is employing or being financed in whole or in part by any person whose criminal history indicates that person is not of good moral character or that otherwise indicates his/her financial interest in a cannabis facility will pose a hazard to public health and safety;
7. The applicant or licensee has failed or refused to allow city officials to inspect security recordings, activity logs, or business records, of the licensed premises;
8. The licensee has failed to adequately reconcile its inventory, such that shortages in its cannabis and/or cannabis product cannot be accounted for in the paper and/or electronic inventory tracking system(s);
9. The applicant or licensee has failed to pay any and all cannabis fees, surcharges, and/or fully adjudicated administrative citations;
10. The applicant or licensee has had a license revoked or has had more than one suspension of its license by the city, county, and/or state; or
11. The applicant or licensee operated a cannabis business in violation of this chapter, chapter 17.43, or any other applicable state or local law or regulation.

“Indoor cultivation” means the cultivation of cannabis within a permanent structure using exclusively artificial light or within any type of structure using artificial light at a rate above twenty-five watts per square foot.

"Legal parcel" means a parcel of land for which one legal title exists. Where contiguous legal parcels are under common ownership or control, such legal parcels may at the option of the property owner be counted as a single parcel for purposes of this chapter.

"Licensee" means a person who has been issued a city license to conduct commercial cannabis activity on premises for which a conditional use permit has been approved.

"Manufacturer" means a person that conducts the production, preparation, propagation, or compounding of manufactured cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

"Medicinal cannabis" or "medicinal cannabis product" means cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Section 11362.5 of the Health and Safety Code) by a medicinal cannabis patient in California who possesses a physician's recommendation. For purposes of this chapter, "medicinal" and "medical" may be used interchangeably.

"Mixed-light cultivation" means the cultivation of mature cannabis in a greenhouse, hoop-house, glasshouse, conservatory, hothouse, or other similar structure using a combination of: (1) Natural light and light deprivation and one of the artificial lighting models listed below: (a) "Mixed-light Tier 1" without the use of artificial light or the use of artificial light at a rate above zero, but no more than six watts per square foot; (b) "Mixed-light Tier 2" the use of artificial light at a rate above six and below or equal to twenty-five watts per square foot; or (2) Natural light and one of the artificial lighting models listed below: (a) "Mixed-light Tier 1" the use of artificial light at a rate above zero, but no more than six watts per square foot; (b) "Mixed-light Tier 2" the use of artificial light at a rate above six and below or equal to twenty-five watts per square foot.

"Nursery" means all activities associated with producing clones, immature plants, seeds, and other agricultural products used specifically for the propagation and cultivation of cannabis.

"Outdoor cultivation" means the cultivation of mature cannabis without the use of artificial lighting or light deprivation in the canopy area at any point in time. Artificial lighting is permissible only to maintain immature plants outside the canopy area.

"Person," as used in this chapter, means and includes any individual, partnership or any kind, corporation, limited liability company, association, joint venture or other organization or entity, however formed.

"Process" or "Processing" mean all activities associated with the drying, curing, grading, trimming, rolling, storing, packaging, and labeling of cannabis or nonmanufactured cannabis products.

"Responsible person" means any person, whether as a licensee, property owner, lessee, employee, agent, or otherwise, that allows, causes, creates, maintains, or permits any violation of this chapter, chapter 17.43, or applicable state or local cannabis law or regulation, to exist or continue, by any act or the omission of any act or duty. The actions or inactions of a responsible person's employee, agent, representative or contractor may be attributed to that responsible person.

"State law(s)" shall mean and include California Health and Safety Code Section 11362.5 (Compassionate Use Act of 1996); California Health and Safety Code Sections 11362.7 through 11362.83 (Medical Cannabis Program Act); California Business and Professions Code Sections 26000 through 26231.2 (Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA")), and all other applicable laws of the state of California.

"State license," "license," or "registration" means a state license issued pursuant to MAUCRSA.

"State licensing authority" shall mean the Bureau of Cannabis Control within the California Department of Consumer Affairs, the California Department of Public Health, the California Department of Food and Agriculture, or any other state agency responsible for the issuance, renewal, or reinstatement of a license issued under MAUCRSA or the agency authorized to take disciplinary action against such license.

"Testing laboratory" has the same meaning as that term is defined by Section 26001(as) of the Business and Professions Code and shall mean a laboratory, facility or entity that offers or performs tests of cannabis or cannabis products and that is both of the following:

1. Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state;
2. Licensed by the bureau of cannabis control.

B. Words and phrases not specifically defined in this Code shall have the meaning ascribed to them as defined in the following sources:

1. The Compassionate Use Act of 1996 (California Health and Safety Code Section 11362.5);
2. The Medical Cannabis Program Act (California Health and Safety Code Sections 11362.7 through 11362.83); and
3. The Medicinal and Adult-Use Cannabis Regulation and Safety Act (California Business and Professions Code Sections 26000 through 26231.2) as may be amended from time to time.

5.56.030 - Permissible cannabis commercial activity; number of permissible facilities.

A. Subject to this chapter, chapter 17.43 and all other applicable state and local laws and regulations, a person may conduct the following types of commercial cannabis activities within the city:

1. Cultivation, including indoor cultivation, mixed-light cultivation, and stand-alone nurseries and processing facilities;
2. Manufacturing;
3. Distribution;
4. Retail sales;
5. Delivery, when originating from a retail facility within the city at a location for which a conditional use permit has been approved and whose owner possesses current and valid local and state licenses and permits;
6. Testing laboratories, accredited and licensed as required pursuant to MAUCRSA.

- B. The maximum number of licenses issued by the city may be limited by written policy prepared and implemented by the city manager, said policy to be distributed to the City Council within ten (10) business days of its promulgation or amendment.

5.56.040 - Prohibited commercial cannabis activity.

It shall be unlawful to engage in commercial cannabis activity in the city except as provided in section 5.56.030 of this chapter.

5.56.050 - License required.

It is unlawful for a person to operate a cannabis facility without first having obtained a city cannabis license and paying all requisite fees and surcharges. It is unlawful for a person to operate a cannabis testing laboratory without having first obtained a general business license pursuant to chapter 5.04 of the Code. A person must have a current and valid license at all times such person is conducting business.

5.56.060 - Other licenses, permits, approvals required.

- A. A cultivation, manufacturing, distribution and/or retail facility licensee shall only operate at a location for which a conditional use permit has been approved for use as a cannabis facility, in accordance with the procedures set forth in chapter 17.43.
- B. Prior to commencing cannabis facility or testing laboratory operations, a person shall obtain all approvals, permits and licenses required by other local agencies, including without limitation, the Los Angeles County Department of Public Health, Los Angeles County Fire Department, and Antelope Valley Air Quality Management District.
- C. Prior to commencing cannabis facility operations, a person shall obtain all requisite state licenses, permits and approvals, and must maintain current and valid requisite state and local licenses and permits at all times such person is operating a cannabis facility.
- D. A testing laboratory must first obtain accreditation and state licensure as required pursuant to MAUCRSA prior to applying for, and being issued, a city business license, and must hold current and valid accreditation and state licensure at all times the laboratory is conducting business.

5.56.070 - License application process.

- A. Requirements for cannabis facility license applicants. The applicant shall file an application with the city manager or designee upon a form provided by the city and shall pay an application fee as established by resolution adopted by the city council as amended from time to time. The application shall include a statement by the applicant that he or she certifies under penalty of perjury that all of the information contained in the application is true and correct. The city shall not receive or act upon an application for the issuance of a license pursuant to this chapter until a completed application and the fee established by resolution of the city council is submitted to the city. An applicant shall have an opportunity to cure any incomplete application within ten (10) days of written notice of incompleteness by the city. An application for a license shall include the information and documents required by the applicable state licensing agency and shall include at least the following:

1. Proof of organizational status, such as articles of incorporation, taxpayer or employer identification number, by-laws, organizational minutes, partnership agreements, and other documentation as may be required by the city.
2. Proof of having paid for and obtained an electronic fingerprint scan, known as Live Scan; which will be used to conduct a criminal background investigation. Live Scan documentation shall be required of the applicant, any management personnel responsible for the day-to-day operations and activities of the cannabis facility, and any shareholder, partner, member, officer, director and/or any person having a five percent (5%) or greater financial interest in the proposed facility.
3. Documentation establishing that the applicant is, or will be, entitled to possession of the premises or portion of the premises for which application is made. Evidence of lawful possession consists of a properly recorded deed, lease agreement, or other written document acceptable to the city. The licensed premises shall only be the geographical area that is specifically and accurately described in executed documents verifying lawful possession.
4. An operating plan for the proposed cannabis facility including the following information:
 - a. A description of the types of cannabis activity to be conducted by the facility;
 - b. If applicable, a detailed description of the type of cultivation processes to be utilized, including, without limitation, all nutrients, chemicals and other materials;
 - c. If applicable, a specific description of the types of manufacturing products, activities, extraction and/or infusion methods to be conducted, specific equipment to be utilized, whether and which volatile solvents will be used, and what percentage of the facility will be used for such activity;
 - d. If applicable, a detailed description of the retail facility's planned operations, the cannabis and cannabis products to be sold, whether deliveries will be conducted from the retail facility;
 - e. A floor plan designating all interior dimensions and the layout of the facility, including all limited access areas, areas of ingress and egress, and all security camera locations. Such floor plan shall also show the principal uses of the floor area depicted therein, shall identify all areas where plants will be located and show total canopy space;
 - f. Name of third-party tracking software the facility will use to track the cannabis or cannabis products;
5. A security plan for the proposed facility, suite or unit including, at a minimum, the following security requirements:
 - a. Video surveillance. The facility must be equipped with a video surveillance system that meets all of the requirements set forth in this subsection.
 - i. Security cameras and digital storage of recordings shall be maintained in good condition and used in an on-going manner, twenty-four (24) hours per day, seven (7) days per week.

- ii. The security system must maintain at least one hundred twenty (120) concurrent hours of digitally recorded video for each security camera in the licensed premises. Security footage should be stored in an MPEG4, MJPEG, H.264, or another format approved by the city in writing.
 - iii. Security cameras must provide adequate and sufficient coverage for the facility, which must include but need not to be limited to, all restricted and limited access areas, all areas of ingress and egress, the public areas, storage areas, and any other areas as required by this chapter and the MAUCRSA.
 - iv. The video surveillance system must be equipped with a failure notification system that provides prompt notification to a security company licensed by the department of consumer affairs, bureau of security and investigative services, of any surveillance interruption or complete failure of the surveillance system that lasts longer than fifteen (15) minutes. The licensed alarm company must promptly report any such notification to the city's public safety department.
 - v. The video surveillance system shall have sufficient battery backup to support a minimum of four (4) hours of recording in the event of a power outage.
 - vi. The video surveillance system shall stream a live feed accessible to the city and Los Angeles County Sheriff's Department via a secure Internet portal, virtual private network or other form of secure remote access.
- b. Alarm system. The facility shall have an audible interior and exterior security alarm system installed on all perimeter entry points and perimeter windows, operated, and monitored by a security company licensed by the department of consumer affairs, bureau of security and investigative services, and approved by the city. "Perimeter entry points" include, regardless of size, all doors, windows, hatches and/or points at which systems (such as HVAC systems) enter a structure.
 - c. Signage requirement. The facility must comply with the following signage requirements.
 - i. A sign shall be posted in a conspicuous place near each point of public access which shall be not less than twelve (12) inches wide and twelve (12) inches long, composed of letters not less than one inch in height, stating "All Activities Monitored by Video Camera."
 - ii. Limited access areas shall be clearly identified by the posting of a sign which shall be not less than twelve (12) inches wide and twelve (12) inches long, composed of letters not less than a half inch in height, which shall state, "Limited Access Area—Authorized Personnel Only."
 - d. Lighting. The facility's entrance(s) and all window areas shall be illuminated during evening hours. The applicant shall comply with the city's lighting standards regarding fixture type, wattage, illumination levels, shielding, and other restrictions, and secure the necessary approvals and permits as needed.
 - e. Commercial-grade locks. All points of ingress and egress to a facility shall ensure the use of commercial-grade, nonresidential door locks and/or window locks.
 - f. Onsite security staff twenty-four (24) hours a day, seven days a week.

6. Written authorization for the city to seek verification of the information contained within the application and to conduct the background check(s).
7. Any additional information that the city may request to process and fully investigate the application. The additional information must be provided to the city no later than ten (10) days after the date of the request unless otherwise specified by the city. Failure to provide such additional information by the requested deadline may result in denial or administrative withdrawal of the application.

B. Additional requirements for cannabis retail facility license applicants.

1. In addition to the submittal requirements set forth in subsection A of this section, an applicant for a cannabis retail facility license shall also provide a completed cannabis employee application for each person who will be working at the retail facility and/or conducting deliveries; proof of having paid for and obtained an electronic fingerprint scan, known as Live Scan, which will be used to conduct a criminal background investigation for each potential employee; make, model and license plate of each vehicle to be used for deliveries within the City; and proof of automobile insurance for each potential employee who will be conducting deliveries.

5.56.080 - Grounds for denial, suspension, revocation or refusal to renew; conditions of approval.

- A. The city manager or designee shall reject an application for a license upon a finding of good cause, as defined in section 5.56.020.
- B. The city manager or designee may place conditions upon the approval of any license which are, in the opinion of the city manager or designee, reasonably related to the protection of the health, safety and welfare of the neighborhood in which the proposed cannabis facility is to be located, and/or the general public.
- C. All persons who are engaged in or who are attempting to engage in cannabis activity in any form shall do so only in strict compliance with the terms, conditions, limitations and restrictions of this chapter, chapter 17.43, and all other applicable state and local laws and regulations.
- D. The City manager or designee is authorized to make policies and procedures consistent with this chapter concerning the applications, the application process, the information required of applicants, the application procedures, and the administration and procedures to be used and followed in the application process.
- E. A license issued by the city constitutes a revocable privilege. The applicant has the burden of proving its qualifications for a license at all times.
- F. The city manager or designee may summarily suspend, revoke or refuse to renew a license if any of the following occur:
 1. The city manager or designee makes a finding of good cause concerning the licensee, as defined in section 5.56.020;
 2. The city manager or designee determines that the licensee has failed to comply with this chapter, chapter 17.43 of this Code or any condition of approval, or a circumstance or situation has been created that would have permitted the city manager or designee to deny the primary license;

3. Operations cease for more than ninety (90) calendar days;
4. Ownership is changed without securing a new license;
5. The facility fails to maintain one hundred twenty (120) concurrent hours of security recordings;
6. The licensee fails or refuses to allow inspection of the premises, security recordings, books, records or other documents by authorized city officials; and/or
7. The licensee fails to possess and/or maintain all current and valid requisite state and local licenses, permits and approvals.

5.56.090 - Modification or other material changes.

In addition to any requirements in this chapter, a modification of a cannabis facility, change of manager or person(s) with financial interest, or other material change of the facility shall comply with the following:

- A. A licensee shall not make physical change, alteration, or modification of the cannabis facility that materially or substantially alters the cannabis facility from the plans approved by the city without paying the fee established by resolution of the city council and obtaining the prior written approval of the city. Material changes include, but are not limited to: a decrease in the number of security cameras, the relocation of a security camera identified in the application submitted pursuant to section 5.56.070, an increase in the total square footage of the cannabis facility, or the addition, sealing off, or relocation of a wall, common entryway, doorway, or other means of public ingress and/or egress. Applications for modifications of a cannabis facility shall be made on forms prescribed by the city. The city may deny a requested modification if, in its sole discretion, it determines that such modification poses or has the likelihood of posing a hazard to public health, safety or welfare, or will otherwise be detrimental to the neighboring community.
- B. In the event of a proposed change of management, addition of person(s) with five percent (5%) or greater financial interest in the facility, or change of on-site manager, report the change to the city manager or designee on forms prescribed by the city, pay the fee established by resolution of the city council and provide proof of having obtained Live Scan, and receive written approval from the city manager or designee prior to any such change.

5.56.100 - Renewal of a license.

- A. A cannabis facility licensee shall apply for the renewal of a license no less than sixty (60) days prior to the license's expiration date. The city may elect to administratively extend a license past its expiration date, provided that the licensee has tendered all requisite fees and has submitted a renewal application that is complete but pending final action by the city.
- B. An application for renewal will only be accepted if it is accompanied by the requisite fees.
- C. Each application for renewal shall include updated information for any part of the application that has undergone a change in circumstance since the original application, last renewal filing, or modification, and shall recertify all information submitted in prior application(s).

- D. Unless the city has expressly authorized in writing the renewal of the license, a license is immediately invalid upon expiration and the cannabis cultivation facility shall cease operations until such time as a current and valid license is issued.
- E. All licenses are valid for one year, provided however, that a license may be valid for less than the applicable license term if revoked, suspended, voluntarily surrendered, or otherwise disciplined.

5.56.110 - Limitations on city's liability.

To the fullest extent permitted by law, the city shall not assume any liability whatsoever, with respect to approving any license pursuant to this chapter or the operation of any cannabis facility approved pursuant to this chapter. As a condition of approval of a license as provided in this chapter, the applicant shall:

- A. Execute an agreement indemnifying the city from any claims, damages, liabilities or other obligations of any kind whatsoever, associated with the operation of the cannabis facility;
- B. Agree to defend, at its sole expense and with counsel of the city's choice, any action against the city, its agents, officers, and/or employees related to the approval of a primary license; and
- C. Agree to reimburse the city for any court costs and attorney fees that the city may be required to pay as a result of any legal challenge related to the city's approval of a primary license.
- D. Deposit with the city and maintain security of at least twenty thousand dollars (\$20,000.00) that may be used by the city as, when and to the extent necessary to satisfy the applicant's obligations under this section. The security shall be in the form of cash or any other form approved by the city in its sole and absolute discretion.
- E. Expressly acknowledge in writing that (i) the city incurs no liability whatsoever as a result of the city's issuance of a license pursuant to this chapter, a conditional use permit pursuant to chapter 17.43 and/or approval of the security plan required by this chapter, (ii) the applicant is aware engaging in commercial cannabis activity may violate federal law, including, without limitation, the Controlled Substances Act, 21 U.S.C. § 801 et seq., and the applicant assumes all liability for such violation.

5.56.120 - Additional terms and conditions.

Based on the information set forth in the application, the city manager or designee may impose reasonable terms and conditions on the proposed operations of a cannabis facility in addition to those specified in this chapter.

5.56.130 - Operational requirements.

A licensee must operate the licensee's cannabis facility in full compliance with the requirements set forth in this chapter at all times. Failure to comply with any of these requirements shall be considered grounds for suspension and/or revocation of a license.

- A. General obligation to operate in compliance. A licensee shall comply fully with all of requirements and prohibitions set forth in applicable state and local laws and regulations, as well as the operating plan and security plan submitted pursuant to section 5.56.070.
- B. General obligation to pay taxes, fees and surcharges. A licensee shall pay any applicable sales tax pursuant to federal, state, and local law, and shall pay annual license renewal fees, cannabis activity surcharges and all other legally required fees adopted by City Council and as may be amended from time to time.
- C. General obligation for compliant facilities. A licensee's facility, as well as all operations as conducted therein, shall fully comply with all applicable rules, regulations, laws, and license/permit conditions.
- D. Inspection of records. A licensee shall make its books, records and all other documents related to its operation available for inspection by any city officer, city official and/or law enforcement officer for purposes of determining compliance with the requirements of this chapter.
- E. Secure storage of product. Cannabis or cannabis product possessed by a licensee shall be kept and stored in a secured manner within a limited access area or restricted access area at all times in compliance with the security plan approved pursuant to section 5.56.070.
- F. Prohibition on cannabis consumption on premises. On-site smoking, ingestion, or consumption of cannabis shall be prohibited on the premises of all cannabis cultivation facilities. The term "premises" as used in this subsection includes the actual building, as well as any accessory structures, common areas and parking areas.
- G. Prohibition on alcohol sales, distribution, or consumption on licensed premises. A licensee shall not sell, provide, store, or distribute any product that would require that the seller possess a license issued by the California Department of Alcoholic Beverage Control.
- H. Display of licenses. A licensee shall display a copy of its city, county and state licenses in a conspicuous place at the entrance to the licensed premises.
- I. No subletting. A licensee shall not sublet any portion of a facility or the premises on which it is located for any purpose without prior written authorization from the city.
- J. On-site manager. A licensee must provide the city manager or his/her designee with the name, phone number, and email address of an on-site person who manages the operation of the facility, and who can knowledgeably answer questions or otherwise provide information and documentation to city officers conducting on-site inspections.
- K. Seed to sale tracking required. A licensee must utilize third-party software that tracks all sales, transfers, purchases, receipts, deliveries of cannabis and cannabis products. The software must be capable of producing electronic shipping manifests, tracking all cannabis inventory in possession of the facility, promptly identifying a discrepancy in the stock, and tracking cannabis back to its source in the event of a serious adverse event.

- L. Unique identifiers. A cannabis facility must comply with the unique identification program required pursuant to MAUCRSA; provided, however, that any unique identification program shall, pursuant to Section 11362.777(f)(2) of the Health and Safety Code, adhere to the requirements set by the California Department of Food and Agriculture and be the equivalent to those administered by the California Department of Food and Agriculture.
- M. Employees.
1. A licensee shall not employ or allow to work at the facility any person who has been convicted of one or more of the following crimes within the preceding ten (10) years:
 - a. Possession of a controlled substance for sale pursuant to Health and Safety Code Section 11351;
 - b. Sale of a controlled substance pursuant to Health and Safety Code Section 11352;
 - c. Any violent crime, as defined by Penal Code Section 667.5;
 - d. Any crime considered a "strike" pursuant to Penal Code Section 1192.7(c);
 2. In the event a current employee has been charged with any of the offenses set forth in subsection 1, the licensee shall prohibit said employee from entering the facility and/or engaging in facility operations until adjudication of the charges.
 3. Each employee shall wear identification badges that comport with state requirements at all times he/she is on the facility premises or conducting deliveries.
 4. Each employee shall have in his/or possession current and valid government-issued identification at all times he/she is on the facility premises or conducting deliveries.
 5. A licensee must ensure each employee undergoes all training required by state agencies, and must retain all training records in accordance with state laws and regulations.
 6. A licensee shall maintain a list of all employees on the premises and make such list available to city officers conducting inspections upon request.
 7. A licensee shall establish all operational and written procedures regarding employees as required by applicable state laws and regulations.
 8. The actions or inactions of a licensee's employees may be attributed to that licensee.

5.56.140 - Inspections.

Recordings made by security cameras, books, records and all other documents related to a cannabis cultivation facility's operation shall be made immediately available to the city manager or designee upon request; no inspection warrant, search warrant or subpoena shall be needed to view the materials.

5.56.150 - Appeals.

- A. Any decision regarding the denial, suspension or revocation of or refusal to renew a license may be appealed by filing a written appeal on a city-approved form, and paying the applicable fee, with the city clerk within ten (10) calendar days from the date of the decision. The basis for the appeal must be specified in detail on the appeal form. If a timely appeal is filed, the effect of the decision shall be stayed pending the outcome of the appeal, unless the city manager specifically finds that the public health and safety is endangered, in which case the decision shall take effect immediately.
- B. Failure of the city manager to receive a timely appeal constitutes a waiver of the right to contest a decision; in this event, the decision is final and binding.
- C. As soon as practicable after a timely appeal is filed, the city manager shall fix a date, time and place for a hearing. The hearing shall be conducted by an independent and impartial hearing officer. Written notice of the time and place for the hearing shall be served by first class mail, at the return address indicated on the appeal form, at least ten (10) calendar days prior to the date of the hearing.
- D. An appellant may request, in writing, that the city manager reschedule the hearing if the request is made at least twenty-four (24) hours prior to the hearing. The city manager shall grant one continuance of the hearing date.
- E. Failure of an appellant to appear at the scheduled hearing shall constitute the appellant's waiver of the right to appeal. In this event, the decision is final and binding.
- F. Appeal hearings are informal, and formal rules of evidence and discovery do not apply. The hearing officer shall accept testimony and consider any relevant evidence presented by the city manager or his or her designee concerning the grounds for the contested decision. The hearing officer shall take the testimony of the appellant, and/or his or her witnesses, and will consider any other evidence the hearing officer deems reliable, relevant and not unduly repetitious. The appellant may represent himself or herself or be represented by anyone of his or her choice, including counsel, at his or her sole expense. The appellant may bring an interpreter to the hearing at his or her sole expense.
- G. The hearing officer shall make findings based on the record of the hearing, and shall prepare a written decision, based on those findings, to uphold, dismiss or modify the city manager's decision concerning the denial, suspension or revocation of the license. A copy of the written decision shall be served on the appellant by first class mail within ten (10) business days after the hearing.
- H. The decision of the hearing officer shall be the final administrative decision. The superior court is the sole reviewing authority and an appeal of the hearing officer's decision is not appealable to the city council. The written decision shall contain the following statement: "Judicial review of the director's decision is subject to the time limits set forth in California Code of Civil Procedure, section 1094.6."

5.56.160 - Licenses not transferable.

Notwithstanding any provision to the contrary set forth in this chapter, licenses issued pursuant to this chapter are not transferable.

5.56.170 - Violations; public nuisance.

- A. It is unlawful and shall constitute a public nuisance to engage in or conduct any commercial cannabis activity in violation of this chapter, chapter 17.43, any other applicable local or state law or regulation, or any condition of a license or permit.
- B. Any violation of any of the provisions of this chapter shall constitute a misdemeanor violation and upon conviction thereof any violation shall be punishable by a fine not to exceed one thousand dollars (\$1,000.00), or by imprisonment for a period of not more than one year, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.
- C. The city may issue an administrative citation to any responsible person, as defined herein, for each violation of this chapter pursuant to the procedures set forth in chapter 9.48; provided, however, that notwithstanding the provisions of subsection 9.48.060(E), the penalty amounts of administrative citations issued for violations of this chapter shall be as follows, which may be amended from time to time by resolution of the city council:
 - 1. For the first violation within a twelve (12) month period, the penalty shall be ten thousand dollars (\$10,000.00);
 - 2. For the second and any subsequent violation within a twelve (12) month period, the penalty shall be twenty thousand dollars (\$20,000.00).
- D. In lieu of or in addition to the foregoing, the city may collect any and all abatement and related administrative costs pursuant to the provisions of section 8.28.210.
- E. The remedies provided herein are not to be construed as exclusive remedies, and in the event of violation, the city may pursue any proceedings or remedies otherwise provided by law. Any administrative citation issued pursuant to this chapter shall not prejudice or adversely affect any other civil, administrative or criminal action that may be brought to correct or abate any unlawful nuisance condition or use caused by a licensee, permittee or cannabis facility. A civil or criminal action may be brought concurrently with any other process regarding the same violation.

5.56.180 - Regulations.

The city manager is authorized to promulgate such regulations as may be necessary or convenient to implement this chapter.

5.56.190 – 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, sentence, clause, phrase or portion thereof, irrespective of the fact that any one (1) or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

Chapter 17.43 - COMMERCIAL CANNABIS ACTIVITY

17.43.010 - Purpose.

- A. The purpose of this chapter is to regulate all "commercial cannabis activity" in the city, as that term is defined in Section 26001(k) of the Business and Professions Code, to the extent authorized by state law and in a manner designed to minimize negative impacts on the city and neighboring uses, and promote the health, safety, morals, and general welfare of residents and businesses within the city. The purpose of this chapter is also to align the city's regulation of commercial cannabis activity with applicable state law and to regulate the types of commercial cannabis activity permitted under state law. This chapter is enacted specifically in response to the state laws that permit commercial cannabis activity and the objective of this chapter is to minimize its negative impacts.
- B. This chapter is further adopted and established pursuant to the specific authority granted to the city in Section 7 of Article XI of the California Constitution and Division 10 of the Business and Professions Code. This chapter, together with chapter 5.56 and all other applicable law, shall govern all commercial cannabis activity that occurs within the city.

17.43.020 - Relationship to other laws.

In the event of a conflict between the provisions of this chapter and the provisions of any other applicable state or local law, the more restrictive provision shall control.

17.43.030 - Definitions.

- A. The following terms shall be defined as follows:

"Adult-use" or "adult-use cannabis" means cannabis or cannabis product that is used or intended to be used by adults who are over twenty-one (21) years of age and who do not possess a physician's recommendation for medicinal cannabis.

"Applicant" means a person applying for a city commercial cannabis license.

"Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salts, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtain from cannabis. For the purpose of this chapter, "cannabis" does not mean industrial hemp as that term is defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

"Cannabis concentrate" means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this chapter.

"Cannabis cultivation facility" means a facility wherein cannabis is propagated, planted, grown, harvested, dried, processed, stored, cured, graded, labeled, tagged for tracking or trimmed, or that does all or any combination of those activities. For purposes of this chapter, "cultivation facility" also means and includes stand-alone nurseries and processing facilities.

"Cannabis dispensary" or "dispensary" means a premises where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale.

"Cannabis distribution facility" means any facility or location where the primary purpose is the procurement, sale, and transport of cannabis and cannabis products between licensed entities.

"Cannabis facility" means collectively any cannabis cultivation, manufacturing, distribution or retail facility, as those terms are defined in this chapter. A "cannabis facility" may be comprised of: all structures located on a parcel operated by a single licensee; one or more buildings operated by a licensee on a parcel that contains other building(s) which are operated by other licensees; or a suite or unit within a building operated by a licensee that contains other suites or units operated by other licensees. For purposes of this chapter, "cannabis facility" and "facility" may be used interchangeably.

"Cannabis manufacturing facility" means a facility where the production of cannabis concentrate, or preparation, propagation, compounding and/or packaging of manufactured cannabis is conducted, either directly or indirectly or by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis.

"Cannabis product," means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

"Cannabis retail facility" means a building, or a suite or unit within a building, in which a licensed cannabis retailer or licensed microbusiness authorized to engage in retail sales displays, offers and/or sells cannabis, cannabis products, or devices for the use of cannabis or cannabis products, either individually or in any combination, for retail sale.

"Canopy" means the total combined indoor area for all locations on a property where cannabis is being cultivated, as measured by the horizontal extent of the plant or combination of plants at the widest point and measured in a straight line. This does not include aisles or walkways.

"Cultivation" means any activity involving the propagation, planting, growing, harvesting, drying, curing, processing, storing, packaging, labeling, grading, or trimming of cannabis.

"Delivery" means the commercial transfer of cannabis or cannabis products from a licensed retailer or licensed microbusiness authorized to engage in retail sales to a purchaser. "Delivery" also includes the use by a cannabis facility of any technology platform owned and controlled by the cannabis facility, that enables purchasers to arrange for or facilitate the commercial transfer by a licensed retailer of cannabis or cannabis products.

"Delivery employee" means an individual employed by a licensed retailer or licensed microbusiness authorized to engage in retail sales who delivers cannabis goods from the licensed retailer or licensed microbusiness premises to a customer at a physical address.

"Distribution" means the procurement, sale, and transport of cannabis and cannabis products between licensed cannabis business entities.

"Edible cannabis product" means manufactured cannabis that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the Food and Agricultural Code. An edible cannabis product is not considered food as defined by Section 109935 of the Health and Safety Code or a drug as defined by Section 109925 of the Health and Safety Code.

"Good cause" for purposes of denying, revoking, suspending, or refusing to renew or reinstate a license includes, but is not limited to, the following:

1. The licensee or applicant has violated any of the terms, conditions or provisions of this chapter, of state law, of any regulations and/or rules promulgated pursuant to state law, any applicable local rules and/or regulations, or any special terms or conditions placed upon its conditional use permit, state license, and/or city license;
2. The licensed premises have been operated in a manner that adversely affects the public health, safety or welfare or the safety of the immediate neighborhood in which the establishment is located, causes adverse economic impacts, increased crime, increased incidence of communicable disease, increased demand on public safety resources and law enforcement personnel, decreased property values and/or an increase in the number of transients in the area;
3. The licensee or applicant has knowingly made false statements, misrepresentations or material omissions on an application form, renewal form, or any other document submitted to the city;
4. Issuance of the license would impair the health, safety or welfare of the public, cause negative impacts to property values, impair the city's ability to prevent crime associated with cannabis, and/or impair the city's ability to ensure that cannabis grown remains secure and does not find its way to minors or illicit markets.
5. The applicant or licensee's criminal history does not indicate that the applicant or licensee is of good moral character; or the applicant or licensee has been convicted of an offense that is substantially related to the qualifications, functions, or duties of the business or profession for which the application is made, or that otherwise indicates that his or her operation of a cannabis facility would pose a hazard to public health and safety;
6. The licensee or applicant is employing or being financed in whole or in part by any person whose criminal history indicates that person is not of good moral character or that otherwise indicates his/her financial interest in a cannabis facility will pose a hazard to public health and safety;
7. The applicant or licensee has failed or refused to allow city officials to inspect security recordings, activity logs, or business records, of the licensed premises;
8. The licensee has failed to adequately reconcile its inventory, such that shortages in its cannabis and/or cannabis product cannot be accounted for in the paper and/or electronic inventory tracking system(s);
9. The applicant or licensee has failed to pay any and all cannabis fees, surcharges, and/or fully adjudicated administrative citations;
10. The applicant or licensee has had a primary or tenant license revoked or has had more than one suspension on its primary or tenant license by the city; or

11. The applicant or licensee operated a cannabis business in violation of this chapter, chapter 5.56, or any other applicable state or local law.

“Indoor cultivation” means the cultivation of cannabis within a permanent structure using exclusively artificial light or within any type of structure using artificial light at a rate above twenty-five watts per square foot.

"Legal parcel" means a parcel of land for which one legal title exists. Where contiguous legal parcels are under common ownership or control, such legal parcels may at the option of the property owner be counted as a single parcel for purposes of this chapter.

"Licensee" means a person who has been issued a city license to conduct commercial cannabis activity on premises for which a conditional use permit has been approved.

"Manufacturer" means a person that conducts the production, preparation, propagation, or compounding of manufactured cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

"Medicinal cannabis" or "medicinal cannabis product" means cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Section 11362.5 of the Health and Safety Code) by a medicinal cannabis patient in California who possesses a physician's recommendation. For purposes of this chapter, "medicinal" and "medical" may be used interchangeably.

“Mixed-light cultivation” means the cultivation of mature cannabis in a greenhouse, hoop-house, glasshouse, conservatory, hothouse, or other similar structure using a combination of: (1) Natural light and light deprivation and one of the artificial lighting models listed below: (a) “Mixed-light Tier 1” without the use of artificial light or the use of artificial light at a rate above zero, but no more than six watts per square foot; (b) “Mixed-light Tier 2” the use of artificial light at a rate above six and below or equal to twenty-five watts per square foot; or (2) Natural light and one of the artificial lighting models listed below: (a) “Mixed-light Tier 1” the use of artificial light at a rate above zero, but no more than six watts per square foot; (b) “Mixed-light Tier 2” the use of artificial light at a rate above six and below or equal to twenty-five watts per square foot.

“Nursery” means all activities associated with producing clones, immature plants, seeds, and other agricultural products used specifically for the propagation and cultivation of cannabis.

“Outdoor cultivation” means the cultivation of mature cannabis without the use of artificial lighting or light deprivation in the canopy area at any point in time. Artificial lighting is permissible only to maintain immature plants outside the canopy area.

"Person," as used in this chapter, means and includes any individual, partnership or any kind, corporation, limited liability company, association, joint venture or other organization or entity, however formed.

“Process” or “Processing” mean all activities associated with the drying, curing, grading, trimming, rolling, storing, packaging, and labeling of cannabis or nonmanufactured cannabis products.

“Responsible person” means any person, whether as a licensee, property owner, lessee, employee, agent, or otherwise, that allows, causes, creates, maintains, or permits any violation of this chapter, chapter 17.43, or applicable state or local cannabis law or regulation, to exist or continue, by any act or the omission of any act or duty. The actions or inactions of a responsible person's employee, agent, representative or contractor may be attributed to that responsible person.

"State law(s)" shall mean and include California Health and Safety Code Section 11362.5 (Compassionate Use Act of 1996); California Health and Safety Code Sections 11362.7 through 11362.83 (Medical Cannabis Program Act); California Business and Professions Code Sections 26000 through 26231.2 (Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA")), and all other applicable laws of the state of California.

"State license," "license," or "registration" means a state license issued pursuant to MAUCRSA.

"State licensing authority" shall mean the Bureau of Cannabis Control within the California Department of Consumer Affairs, the California Department of Public Health, the California Department of Food and Agriculture, or any other state agency responsible for the issuance, renewal, or reinstatement of a license issued under MAUCRSA or the agency authorized to take disciplinary action against such license.

"Testing laboratory" has the same meaning as that term is defined by Section 26001(as) of the Business and Professions Code and shall mean a laboratory, facility or entity that offers or performs tests of cannabis or cannabis products and that is both of the following:

1. Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state;
2. Licensed by the bureau of cannabis control.

B. Words and phrases not specifically defined in this Code shall have the meaning ascribed to them as defined in the following sources:

1. The Compassionate Use Act of 1996 (California Health and Safety Code Section 11362.5);
2. The Medical Cannabis Program Act (California Health and Safety Code Sections 11362.7 through 11362.83); and
3. The Medicinal and Adult-Use Cannabis Regulation and Safety Act (California Business and Professions Code Sections 26000 through 26231.2) as may be amended from time to time.

17.43.040 - Permissible cannabis commercial activity; number of permissible facilities.

A. Subject to chapter 5.56 and all other applicable state and local laws and regulations, a person may conduct the following types of commercial cannabis activities subject to the requirements and restrictions set forth in this chapter:

1. Cultivation, including indoor cultivation, mixed-light cultivation, and stand-alone nurseries and processing facilities;

2. Manufacturing;
3. Distribution;
4. Retail sales;
5. Delivery, when originating from a retail facility within the city at a location for which a conditional use permit has been approved and whose owner possesses current and valid local and state licenses and permits;
6. Testing laboratories, accredited and licensed as required pursuant to MAUCRSA.

B. The maximum number of licenses issued by the city may be limited by written policy prepared and implemented by the city manager, said policy to be distributed to the City Council within ten (10) business days of its promulgation or amendment.

17.43.045 - Prohibited commercial cannabis activity.

It shall be unlawful to engage in commercial cannabis activity in the city except as provided in section 17.43.040 of this chapter.

17.43.050 - Cannabis facilities conditionally permitted.

Cannabis facilities, as defined herein, shall be conditionally permitted within the city, subject to the requirements of this chapter, chapter 5.56 and all other applicable state and local laws.

17.43.060 - License and conditional use permit required to operate.

A. Cannabis facilities shall only be permitted to operate in the city following application, investigation, verification, notice and public hearing, approval and issuance of both a license issued by the city in accordance with the criteria and procedures set forth in chapter 5.56 and a conditional use permit issued in accordance with the criteria and procedures set forth in this chapter and any policies, procedures and/or regulations promulgated by the city manager to implement the provisions of this chapter and chapter 5.56. No land use entitlement, permit (including building permit) approval, site plan, certificate of occupancy, zoning clearance, or other land use authorization for a cannabis cultivation facility shall be granted, permitted or valid unless a conditional use permit is first obtained and issued under this chapter.

B. All persons who are engaged in or who are attempting to engage in cannabis commercial activity shall do so only in strict compliance with the terms, conditions, limitations and restrictions of chapter 5.56, this chapter and all other applicable state and local laws and regulations.

C. The city manager is authorized to make policies and procedures consistent with this chapter concerning the applications, the application process, the information required of applicants, the application procedures and the administration and procedures to be used and followed in the application and hearing process.

17.43.070 - Conditional use permit application process.

- A. Prior to initiating operations and as a continuing requisite to operating a cannabis facility, the applicant shall obtain a conditional use permit under the terms and conditions set forth in this chapter. The applicant shall file an application for a conditional use permit with the city's development services department on the official form supplied by the city and shall pay the applicable application fee as established by resolution of the city council, as may be amended from time to time. The provisions of chapter 17.32 that govern conditional use permits generally shall apply to conditional use permits applied for and/or issued under this chapter; provided, however, that to the extent of any conflict or inconsistency between chapter 17.32 and this chapter, the provisions of this chapter shall control.
- B. An application for a conditional use permit shall include the information and documents required by the applicable state licensing agency, the requirements as specified in the development review application checklist provided by the city, and shall also include at least the following information:
1. Environmental plan. An environmental plan indicating how cultivation, manufacturing, distribution and/or retail will be conducted in accordance with state and local laws related to hazardous material disposal, land conversion, grading, electricity usage, water usage, and agricultural discharges.
 2. Emergency response plan. An emergency response plan which complies with this Code and the California Fire Code, and sets out standard operating procedures to be followed by all individuals in case of a fire, chemical release, chemical spill, or other emergency.
 3. License. Proof that the applicant has been provisionally approved for a city license for the proposed facility.
 4. Context aerial map. An aerial map stating the distances between the proposed cannabis facility and the nearest residence, school, park and church.
 5. Address of cannabis facility. The address of the location of the proposed cannabis facility.
 6. Site plan and floor plan. A site plan and floor plan of the proposed cannabis facility denoting all uses of areas of the cannabis facility, including any and all storage, employee areas, exterior lighting, restrooms, security cameras, areas of ingress and egress, signage, limited access areas, and restricted access areas.
 7. Interior improvements. Plans and specifications for the interior of the proposed licensed premises if the building to be occupied is in existence at the time of the application. If the building is not in existence or alteration to the building is required at the time of the application, the applicant shall file a plot plan and a detailed sketch for the interior and shall further submit an architect's drawing of the building to be constructed or renovated.
 8. Owner and manager information. The name, address, telephone number and email of any person who is an owner, a manager and person responsible for the day-to-day operations of the proposed cannabis facility.

9. Property owner information and acknowledgement. The name, address, telephone number and email of the person that owns the real property upon which the proposed cannabis facility is to be operated. In the event the applicant does not legally own the property, the application must be accompanied by a notarized acknowledgement from the person who owns the property that a cannabis facility will be operated on his or her property.
10. Operating plan. An operating plan for the proposed cannabis facility that includes at least the following information:
 - a. A description of the design of the proposed licensed premises evidencing that the design conforms to applicable local and state laws and regulations.
 - b. A detailed description of the type of cultivation processes to be utilized, including, without limitation, all nutrients, chemicals and other materials.
 - c. A detailed breakdown of square footages for each of the areas dedicated to the cultivation, manufacturing, storage, display and/or sale of cannabis and cannabis-related items, as applicable.
 - d. A specific description of the types of manufacturing products, activities, extraction and/or infusion methods, packaging, specific equipment to be utilized, whether and which volatile solvents will be used, and what percentage of the facility will be used for such activity.
 - e. A description of the source of power (electric utility company, solar, diesel generators), the size of the electrical service or system, and the total demand to be placed on the system by all proposed uses on-site.
 - f. Verification of all water sources used by the proposed cannabis facility and verification that the proposed cannabis facility does not and will not utilize water that has been or is illegally diverted from any stream, creek, or river.
 - g. Evidence of compliance with all applicable environmental laws and regulations, including, without limitation, those pertaining to air and water quality.
 - h. Any additional document(s) or information reasonably requested by the city.
11. Security plan. A security plan that, to the satisfaction of the city, addresses how the applicant intends to comply with and implement all requirements of this chapter, chapter 5.56 and the MAUCRSA, including, but not limited to, a description of how the security measures are sufficient to ensure the safety of on-site managers and employees, protect the proposed licensed premises from diversion and theft, and ensure that all buildings where cannabis is cultivated or stored and/or where cannabis products are manufactured, packaged and stored are secured sufficiently to prevent unauthorized entry.

12. Odor filtration system. Verification that the proposed cannabis facility will be equipped with an odor filtration system that meets the following requirements:
 - a. A cannabis facility shall install or provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the cannabis facility that is distinctive to its operation is not detected or detectable outside the cannabis facility, anywhere on adjacent property or public rights-of-way, on or about any exterior or interior common area walkways, hallways, breeze-ways, foyers, lobby areas, or any other areas available for common use by tenants or the visiting public, or within any other unit located within the same building as the cannabis facility.
 - b. For enforcement purposes, the standard for determining what constitutes an unlawful odor under this subsection shall be whether such an odor would be deemed offensive to a reasonable individual on an ongoing or periodic basis and personally detectable by city staff or law enforcement personnel.
 13. Declaration. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.
 14. Acknowledgement. Authorization for the city to seek verification of the information contained within the application.
 15. Any such additional and further information as is deemed necessary by the city to administer this section or this chapter.
- C. The city staff shall review, verify and investigate all information on the application and prepare a report for the planning commission incorporating the findings of such investigation and verification, including, but not limited to, the suitability of the proposed location, and the applicant's compliance with the requirements of this chapter, chapter 5.56 and all other applicable state and local laws and regulations. The applicant shall be solely responsible for the cost of any environmental report, study or other document determined by the city to be necessary in order to process the application. Upon the city's demand, the applicant shall deposit with the city the estimated cost of the environmental report, study or other document determined by the city to be required by applicable law.

17.43.080 - Grounds for denial of conditional use permit.

- A. The planning commission shall not hold a public hearing on or approve any application for a conditional use permit to operate a cannabis facility unless the city has provisionally approved the applicant's license pursuant to chapter 5.56.
- B. In addition to the findings set forth in section 17.32.090 of this Code, a conditional use permit shall only be granted subject to certain conditions to protect the health, safety and general welfare of the neighborhood or community, and subject to the following findings:
 1. The cannabis facility as well as all operations as conducted therein, fully comply with all applicable environmental, building, electrical, zoning and fire codes, accessibility requirements of the Americans with Disability Act, and all other applicable local and state laws and regulations; and

2. The cannabis facility complies with and meets all operating criteria required pursuant to state laws, chapter 5.56 of this Code, any other applicable provisions of this Code, and any specific, additional operating procedures and measures as may be imposed as conditions of approval in the conditional use permit.
- C. Following the public hearing, the planning commission shall deny an application for a conditional use permit upon making any of the following findings, which shall be made part of the record of the meeting/public hearing:
1. The findings required by section 17.32.090 or subsection B, above, for the granting of a conditional use permit cannot be made; or
 2. Good cause, as defined in this chapter.
- D. Based on the information set forth in the application, the staff report presented by city staff and testimony presented at the public hearing, the planning commission may impose reasonable terms and conditions on a proposed cannabis facility in addition to those specified in and required to be included in every conditional use permit granted under this chapter.

17.43.090 - Transfer of ownership interest to a new owner, modification of licensed premises and other material changes.

In addition to any requirements in chapter 5.56 of this Code, the following requirements for change of ownership to a new owner, or modification of a cannabis facility apply.

- A. Change of ownership interest to a new owner. A conditional use permit approved in compliance with the provisions of this chapter shall continue to be valid upon a change of ownership interest in the cannabis facility in the same area, configuration, and manner as it was originally approved in compliance with this chapter. Notwithstanding anything in this Code to the contrary, a new owner of a facility may not commence operations at the premises until the transfer of ownership interest to a new owner has been approved by the city and the new owner has been issued a primary license.
- B. Modification of licensed premises. A cannabis facility shall not make physical change, alteration, or modification that materially changes the facility from the plans approved by the city and/or planning commission without paying the fee established by resolution of the city council and obtaining director's review and approval, and complying with any new conditions of approval. Material changes shall comply with all current building and safety codes as determined by the fire chief and building official. Material changes include, but are not limited to: a decrease in the number of security cameras, the relocation of any security camera included in the security plan approved pursuant to section 17.43.070, an increase or decrease in the total square footage of the licensed premises or the addition, sealing off, or relocation of a wall, common entryway, doorway, or other means of public ingress and/or egress. The city may deny a requested material modification if, in its sole discretion, it determines that such modification poses or has the likelihood of posing a hazard to public health, safety or welfare, or will otherwise be detrimental to the neighboring community. Subject to director's review and approval, additional permissible commercial cannabis activities may be added to a parcel for which a cannabis conditional use permit has previously been approved.

17.43.100 - Appeals.

Any decision regarding the planning commission's or director's review approval, conditional approval, denial, or revocation or modification of a conditional use permit for a cannabis facility may be appealed to the city council in accordance with the provisions of chapter 2.44 of this Code.

17.43.110 - Permitted zones, distance and size requirements.

A. Permitted zones.

Subject to the distance and other requirements of this chapter, a cannabis facility may only be located on a property within the light industrial (LI) zone, heavy industrial (HI) zone, or any adopted specific plan that permits industrial uses, and following the application for and granting of a conditional use permit in accordance with this chapter. In addition to the other required findings, the planning commission shall also consider whether approval of the proposed facility will violate the minimum requirements set forth in this section.

B. Distance and size requirements.

1. No cannabis facility shall be located within six hundred (600) feet of the following:

- a. A religious assembly;
- b. A public or private school, college or university (excluding trade schools);
- c. A residential use or residentially designated property;
- e. A public park.

2. An applicant for a conditional use permit pursuant to this chapter may request, in conjunction with the conditional use permit, a waiver of the foregoing distance requirements; provided, however, that no waiver may be requested or shall be granted for mixed-light cultivation utilizing hoop-houses or similar soft-sided and/or temporary structures. In considering such request, the planning commission may approve a waiver if it makes the following findings:

- a. The cannabis facility will serve a specific community need; and
- b. The distance waiver approved for the facility is not expected to result in an adverse effect on adjacent property, uses or residents.

3. All distances specified in this section shall be measured in a straight line, without regard to intervening structures or topography, from the nearest point of the building or structure in which the cannabis facility is, or will be located, to the nearest property line of the parcel where such use set forth in this subsection B is located.

4. All indoor cultivation/manufacture of cannabis shall occur in an enclosed locked structure that shall not exceed size limits set by state licensing/regulatory agencies.

17.43.120 - Confidentiality of information.

A. The city's review of information submitted or maintained pursuant to this chapter shall preserve the confidentiality of all information about applicants, licensees, owners, and employees, to the maximum extent consistent with state and local law. The city shall incur no

liability for the inadvertent or negligent disclosure of such information. Disclosure of any applicant or licensee information to the city for purposes of this chapter shall not be deemed a waiver of confidentiality.

- B. The city shall treat all financial information provided pursuant to this chapter as financial data in accordance with the California Public Records Act (California Government Code Section 6254(n)).
- C. To the extent permitted by law, recordings from security cameras, as well as operating plans and security plans required by this chapter shall be confidential and shall not be subject to public inspection or disclosure except to authorized city employees.

17.43.130 - Limitations on city's liability.

To the fullest extent permitted by law, the city shall not assume any liability whatsoever, with respect to approving any conditional use permit pursuant to this chapter or the operation of any cannabis facility approved pursuant to this chapter. As a condition of approval of a conditional use permit as provided in this chapter, the applicant or its legal representative shall:

- A. Execute an agreement indemnifying the city from any claims, damages, etc., associated with the operation of the facility;
- B. Agree to defend, at its sole expense and with counsel of the city's choice, any action against the city, its agents, officers, and/or employees related to the approval of a primary license; and
- C. Agree to reimburse the city for any court costs and attorney fees that the city may be required to pay as a result of any legal challenge related to the city's approval of a primary license.
- D. Expressly acknowledge in writing that (i) the city incurs no liability whatsoever as a result of the city's issuance of a license pursuant to chapter 5.56, a conditional use permit pursuant to this chapter and/or approval of the security plan required by this chapter, (ii) the applicant is aware that engaging in commercial cannabis activity may violate federal law, including, without limitation, the Controlled Substances Act, 21 U.S.C. § 801 et seq., and the applicant assumes all liability for such violation.

17.43.140 - Inspections.

- A. Recordings made by security cameras at any cannabis facility shall be made immediately available to the city's public safety department, the city manager, the Los Angeles County Sheriff's Department or their designee upon verbal request for enforcement and/or criminal investigation purposes.
- B. The city manager, or his or her designee, law enforcement officers, city development services department personnel and city public safety personnel and compliance inspectors shall have the right to enter all cannabis facilities from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with this chapter and chapter 5.56.

17.43.150 - Violations and enforcement.

- A. Operation of a cannabis cultivation facility in non-compliance with any conditions of approval or the provisions of this chapter, chapter 5.56, any other applicable state or local law or regulation, or condition of any license or permit shall constitute a misdemeanor and upon conviction thereof any violation shall be punishable by a fine not to exceed one thousand dollars (\$1,000.00), or by imprisonment for a period of not more than one year, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.
- B. The city may issue an administrative citation to any responsible person, as defined herein, for each violation of this chapter pursuant to the procedures set forth in chapter 9.48; provided, however, that notwithstanding the provisions of subsection 9.48.060(E), the penalty amounts of administrative citations issued for violations of this chapter shall be as follows, may be amended from time to time by resolution of the city council:
 - 1. For the first violation within a twelve (12) month period, the penalty shall be ten thousand dollars (\$10,000.00);
 - 2. For the second and any subsequent violation within a twelve (12) month period, the penalty shall be twenty thousand dollars (\$20,000.00).
- C. In lieu of or in addition to the foregoing, the city may collect any and all abatement and related administrative costs pursuant to the provisions of section 8.28.210.
- D. The remedies provided herein are not to be construed as exclusive remedies, and in the event of violation or non-compliance, the city may pursue any proceedings or remedies otherwise provided by law. Any administrative citation issued pursuant to this chapter shall not prejudice or adversely affect any other civil, administrative or criminal action that may be brought to correct or abate any unlawful nuisance condition or use caused by a licensee, permittee or cannabis facility. A civil or criminal action may be brought concurrently with any other process regarding the same violation.
- E. Applicants and licensees shall cooperate with employees and investigators of the city who are conducting inspections or investigations of or pertaining to the enforcement of laws and regulations related to this chapter. No applicant or licensee shall by any means interfere with, obstruct or impede the city manager or any member of the city's development services or public safety department, law enforcement personnel, or other city official from exercising his/her duties under the provisions of this chapter and all regulations promulgated pursuant to it.

17.43.160 - Revocation of conditional use permit.

Revocations of a conditional use permit issued under this chapter shall be governed by section 17.32.890, et seq. of this Code. In addition to the grounds for revocation set forth in section 17.32.890, the planning commission and/or the city council may suspend or revoke a conditional use permit if the planning commission and/or the city council find:

- A. Good cause;
- B. The building, structure, equipment, location or manner of operation of such business does not comply with the requirements of or fails to meet the standards of the health,

zoning, fire and safety laws of the state and ordinances of the city applicable to such business operations; or

- C. The cannabis facility has failed to comply with this chapter or any condition of approval or a circumstance or situation has been created that would have permitted the planning commission to initially deny the conditional use permit, including, but not limited to, failure to comply with the operating plan or safety plan approved pursuant to section 5.56.070.

17.43.170 - Public nuisance.

- A. It is unlawful and shall constitute a public nuisance to engage in or conduct any commercial cannabis activity in violation of this chapter, chapter 5.56 or any other applicable local or state law or regulation, or condition of a license or permit.

17.43.180 - Regulations.

The city manager is authorized to promulgate such regulations as may be necessary or convenient to implement this chapter.

17.43.190 – 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, sentence, clause, phrase or portion thereof, irrespective of the fact that any one (1) or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

STAFF REPORT
City of Lancaster

PH 1
05/11/21
JC

Date: May 11, 2021

To: Mayor Parris and City Council Members

From: George N. Harris II, Finance & Information Technology Director

Subject: **Adoption of the City of Lancaster’s Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME) 2021 Program Year Action Plan**

Recommendations:

1. Approve and adopt the CDBG and HOME Action Plan for the 2021 Program Year to be submitted to the United States Department of Housing and Urban Development.
2. Appropriate \$1,549,389.00 from 2021/22 CDBG Program Year Funds.
3. Appropriate \$676,132.00 from 2021/22 HOME Program Year Funds.
4. Authorize the City Manager or designee to execute all contracts and associated documents, including subrecipient agreements, subject to City Attorney approval.

Financial Impact:

Financial impact is estimated at \$1,549,389.00 in new Community Development Block Grant (CDBG) entitlement funds and \$676,132.00 in HOME Investment Partnership Program (HOME) entitlement funds.

Background:

The City of Lancaster has been a CDBG entitlement community since 1986 and started receiving HOME funds in 2020. The City receives annual grants for developing viable urban communities that encompasses decent housing, providing a suitable living environment, and expanded economic opportunities, primarily for low- and moderate-income persons. The proposed One-Year Action Plan is intended to provide a summary of proposed program activities, eligibility criteria, and funding levels for the 2021 program year. All programs and/or projects submitted in the Plan are in compliance with the U.S. Department of Housing and Urban Development (HUD) guidelines for eligible activities.

In accordance with Title 24 CFR part 91, this Annual Action Plan lists the activities the City will undertake to address priorities and objectives with anticipated CDBG and HOME funding received during the 2021 - 2022 program year. A new Action Plan is developed and submitted for each program year within the five-year planning period of the Consolidated Plan (2021 - 2025).

In order to proceed with the City's One-Year Action Plan, which serves as the formal document to the U.S. Department of Housing and Urban Development for CDBG and HOME funding, it is necessary for the City Council to take public testimony on proposed projects.

In compliance with federal requirements and in accordance with the City's Citizen Participation Plan, the City published its proposed Action Plan on April 12, 2021, providing a 30-day public review and comment period. Comments received during the review period, ending May 11, 2021, will be attached to the Action Plan and incorporated into the plan where appropriate.

The Action Plan will be brought to the Council on May 11, 2021 for approval. The documents will be submitted to HUD in order to ensure the availability of CDBG and HOME funds.

Approval of the 2021 One-Year Action Plan will enable CDBG and HOME funding availability as of July 1, 2021, the start of the 2021 Program Year.

Attachment:

City of Lancaster 2021-2022 Action Plan

City of Lancaster

**FY 2021 – FY 2022 Action Plan
(July 1, 2021 through June 30, 2022)**

May 2021

**City of Lancaster
44933 N. Fern Avenue
Lancaster, CA 93534**

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

This Annual Action Plan for FY 2021 (July 1, 2021 through June 30, 2022) is the second year of implementation for the five-year Consolidated Plan. A number of housing and community development resources are currently available in the City of Lancaster. They include:

- HOME Investment Partnership Program (HOME)
- Community Development Block Grant (CDBG)
- General funds
- HUD Section 8 Rental Assistance Program (through the Los Angeles County Development Authority)

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public - Federal	Public Services Public Improvements Admin and Planning	\$1,549,389	\$0	\$0	\$1,549,389	\$7,746,945	The estimated amount of CDBG funds available over the planning period is based on a consistent funding level.
HOME	Public - Federal	HOME – New Construction Admin and Planning	\$676,132	\$0	N/A	\$676,132	\$3,380,660	The estimated amount of HOME funds available over the planning period is based on a consistent funding level.

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be

The City and HUD share an interest in leveraging HUD resources to the maximum extent feasible in order to deliver high-quality, creative and efficient housing programs, neighborhood improvement programs, supportive services and economic development programs. The City will continue to pursue opportunities to obtain additional funding which can help leverage internal resources with other federal, state and local funding sources.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The construction of new affordable housing on publicly owned land or property is allowable as a LMC Presumed Eligible activity.

Discussion

See discussions above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide Decent and Affordable Housing	2021	2022	Affordable Housing	Citywide	Expand & Preserve Affordable Housing	HOME: \$427,260 CDBG: \$181,258.50	New Construction: 78 Housing Units Rehabilitation: 20 Mobile Home Units
2	Improve and Expand Facilities and Infrastructure	2021	2022	Non-Housing Community Development	Citywide	Improve and Expand Facilities and Infrastructure	CDBG: \$825,845	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 97,150 Persons Assisted
3	Provide Supportive Human Services	2021	2022	Homeless Non-Homeless Special Needs	Citywide	Provide Supportive Human Services	CDBG: \$232,408 HOME: \$118,258.50	Public service activities other than Low/Moderate Income Housing Benefit: 560 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 20 Households Assisted
4	Planning and Administration (Including Fair Housing)	2021	2022	Planning and Administration	Citywide	Planning and Administration	HOME: \$67,613 CDBG: \$309,878	

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Provide Decent and Affordable Housing
	Goal Description	The City will increase its supply of affordable housing for low and moderate income residents through new construction.
2	Goal Name	Improve and Expand Facilities and Infrastructure
	Goal Description	Through various capital improvement projects, the City will improve and expand parks and recreation facilities that benefit low and moderate income neighborhoods and residents. The City will also improve and expand ADA access for person with disabilities.
3	Goal Name	Support Special Needs Programs and Services
	Goal Description	Provide special needs programs and services for low and moderate income persons in the following areas of concentration service: Homeless, Youth, Legal, Senior, Disabled, Health and Mental/Health, Transportation, Childcare, Victims of Domestic Violence, Substance Abuse, Neglected/Abused Children, HIV/AIDS, Interim Housing and Anti-Crime.
4	Goal Name	Planning and Administration (Including Fair Housing Services)
	Goal Description	Plan and administer expenditure of HOME and CDBG funds to accomplish Goals #1-3 and provide fair housing services to community residents.

Table 3 – Goal Descriptions

Projects

AP-35 Projects – 91.220(d)

Introduction

This Action Plan outlines the steps that the City of Lancaster will use to address housing and community development needs in the City. The plan includes a listing of activities that the City will undertake during FY 2021 (July 1, 2021 through June 30, 2022) using CDBG and HOME funds. The City is receiving \$1,549,389 in CDBG funds and \$676,132 in HOME funds for FY 2021.

Projects

#	Project Name
1	HOME Program Planning and Administration
2	CDBG Program Planning and Administration and Fair Housing Services (City)
3	Kensington Campus Interim Housing
4	Community Center Rehabilitation
5	Youth Programs
6	Mobile Home Rehabilitation Assistance
7	ADA Transitional Plan Implementation / Park Improvement Program
8	Section 108 Loan Repayment: MHA
9	Section 108 Loan Repayment: Children's Center
10	Construction Development Assistance

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing

For FY 2021, the City has a CDBG budget of \$1,549,389. Twenty percent of the allocation is reserved for administration costs and fair housing services (\$309,878), and 15 percent is set aside for public services (\$232,408). One of the greatest challenges in meeting the underserved needs of low and moderate income persons is having limited financial resources. The City will continue to use CDBG funding to support public service agencies that address the special needs of the underserved, including the homeless, those at risk of homelessness, seniors, female-headed households, and disabled youth and adults. The City also proactively seeks additional resources to better meet the underserved needs.

AP-38 Project Summary

Project Summary Information

1	Project Name	HOME Program Planning and Administration
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	HOME: \$67,613
	Description	HOME Program Planning and Administration
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	The HOME Investment Partnership Program will be administered from Lancaster City Hall and will support the HOME Program citywide.
	Planned Activities	Funds will be used for general management, monitoring and oversight of the HOME Program. In addition to general management activities, staff respond to citizen inquiries about program availability.
2	Project Name	CDBG Program Planning and Administration and Fair Housing Services
	Target Area	Citywide
	Goals Supported	Provide decent and affordable housing Improve and expand public facilities and infrastructure Support special needs programs and services Planning & Administration (including Fair Housing Services)
	Needs Addressed	Provide decent and affordable housing Improve and expand public facilities and infrastructure Support special needs programs and services Planning & Administration (including Fair Housing Services)
	Funding	CDBG: \$309,878
	Description	Funds will be used to oversee and ensure that all CDBG-funded projects comply with applicable federal regulations, perform community outreach, collaborate with partner agencies, and file all necessary reports with U.S. HUD
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	The CDBG Program will be administered from Lancaster City Hall and will support the CDBG Program citywide including Fair Housing Services.
	Planned Activities	Funds will be used for general management, monitoring and oversight of the CDBG program along with Fair Housing Services. In addition to general management activities, staff response to citizen inquiries and facilitates the

		services of local non-profit agencies.
3	Project Name	Kensington Campus Interim Housing
	Target Area	Citywide
	Goals Supported	Support Special Needs Programs and Services
	Needs Addressed	Provide Decent Affordable Housing Support Special Needs Programs and Services
	Funding	CDBG: \$116,800
	Description	Provide support for homeless individuals by providing funding for 5 City beds throughout the year
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	60 homeless persons may benefit from this program
	Location Description	This project is based at Kensington Campus, a homeless complex in Lancaster
	Planned Activities	Funding will be used to provide 5 interim housing beds for homeless individuals in Lancaster throughout the planning year
4	Project Name	Adult // Senior Educational Programming
	Target Area	Citywide
	Goals Supported	Support Special Needs Programs and Services
	Needs Addressed	Support Special Needs Programs and Services
	Funding	CDBG: \$10,000
	Description	Funding to support work force development/preparation and health and well being programs for low and moderate income adults and seniors
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	150 low and moderate income persons may benefit from this project
	Location Description	TBD
	Planned Activities	TBD
	Project Name	Youth Programs
	Target Area	Citywide
	Goals Supported	Support Special Needs Programs and Services
	Needs Addressed	Support Special Needs Programs and Services
	Funding	CDBG:\$105,608

5	Description	Provide support to youth programs including prevention, intervention and development programs
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	500 persons may benefit from this program
	Location Description	44611 Yucca Street
	Planned Activities	Funding will be used to assist youth programs that provide different services in the community. These include prevention, intervention and development programs.
6	Project Name	Mobile Home Rehabilitation Assistance
	Target Area	Eligible Census Tracts
	Goals Supported	Provide Decent and Affordable Housing
	Needs Addressed	Expand and Preserve Affordable Housing
	Funding	CDBG: \$181,258.50
	Description	This project will help to facilitate a program to identify and qualify low-income owners and residents of mobile home units who require housing rehabilitation assistance for their mobile home.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	20 mobile home units will be targeted for rehabilitation with CDBG funds directly.
	Location Description	This project will benefit mobile home residents at mobile home parks located within eligible census tracts
Planned Activities	Funding will be used to provide rehabilitation loans to qualified low income tenants and owners of mobile homes in need of rehabilitation assistance.	
7	Project Name	ADA Transitional Plan Implementation / Park Improvement
	Target Area	Citywide
	Goals Supported	Improve and Expand Public Facilities and Infrastructure
	Needs Addressed	Improve and Expand Public Facilities and Infrastructure
	Funding	CDBG: \$620,000.00
	Description	Facilitate and support the implementation of the ADA Transitional Plan within the City
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	97,150 low income persons may benefit from this project
	Location Description	Public facilities and parks citywide

	Planned Activities	Funding will be used to facilitate and support the City as it implements the ADA Transitional Plan
8	Project Name	Section 108 Loan Repayment: MHA
	Target Area	Citywide
	Goals Supported	Improve and Expand Public Facilities and Infrastructure
	Needs Addressed	Improve and Expand Public Facilities and Infrastructure
	Funding	CDBG: \$104,446.75
	Description	Funds will be used to repay a \$1.45 million loan that was used to acquire property for the new site of the Antelope Valley Mental Health Association within the North Downtown Neighborhood Revitalization/Transit Village project area.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	1000 low-moderate
	Location Description	MHA is located on Sierra Highway
	Planned Activities	Repayment of Section 108 loan used for the installation of public improvements which have been completed.
9	Project Name	Section 108 Loan Repayment: Children's Center
	Target Area	Eligible Census Tracts
	Goals Supported	Improve and Expand Facilities and Infrastructure Support Special Needs Programs and Services
	Needs Addressed	Improve and Expand Facilities and Infrastructure Support Special Needs Programs and Services
	Funding	CDBG: \$101,397.75
	Description	Funds will be used to repay a \$1.5 million loan that was used to construct a 14,445 square foot Antelope Valley Child Abuse Center within the City's North Downtown Neighborhood Revitalization/Transit Village project area.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	1000 low-moderate persons/families
	Location Description	North Downtown Revitalization Area: SW Corner of Jackman Street and Sierra Highway
	Planned Activities	Repayment of Section 108 Loan used for the acquisition of property and for the construction of the Childrens Center which has been completed.
	Project Name	Construction Development Assistance
	Target Area	Eligible Census Tracts
	Goals Supported	Provide Decent and Affordable Housing
	Needs Addressed	Expand Affordable Housing
	Funding	HOME: \$608,519.00

10	Description	This project will help to facilitate the construction of one Community that will provide rental housing opportunities for a low income population
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	78 rental units may be constructed with HOME funds directly.
	Location Description	The new community will be located on W Avenue I and Sierra Highway.
	Planned Activities	Funding will be used to help facilitate the construction of one community that will provide new rental housing units in the City

DRAFT

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The city has not established targeted neighborhoods for investment of HOME and CDBG funds. The geographic distribution of Lancaster’s proposed projects for FY 2020-21 are as follows:

- The Construction Development Assistance program funded with HOME funds will focus on one of the seven City-owned properties.
- Supportive services are available citywide to low and moderate income residents, homeless persons, and persons with special needs.
- Park improvements projects and ADA Transitional Plan Implementation will assist persons citywide. However, parks identified for improvements are mostly located in low and moderate income areas.
- Fair housing services are available citywide.

Geographic Distribution

Target Area	Percentage of Funds
N/A	N/A

Table 58 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The priority needs identified in the City’s FY 2021 – FY 2025 Consolidated Plan form the basis for allocating investments geographically within the jurisdiction during FY 2021. The established priorities are:

High Priority

- Provide Decent and Affordable Housing
- Improve and Expand Facilities and Infrastructure
- Support Special Needs Programs and Services
- Planning and Administration

Discussion

See discussions above.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City plans to utilize HOME Investment Partnership Program funds to provide decent and affordable housing for low and moderate income households through the construction of 78 new rental units. The City is also assisting with the rehabilitation of mobile homes. The City plans to assist 20 households with repairs.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	36
Special-Needs	0
Total	36

Table 59 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	78
Rehab of Existing Units	20
Acquisition of Existing Units	0
Total	98

Table 60 - One Year Goals for Affordable Housing by Support Type

Discussion

See discussions above.

AP-60 Public Housing – 91.220(h)

Introduction

There are no public housing units in Lancaster and the City does not intend to expend program funds on public housing.

Actions planned during the next year to address the needs to public housing

There are no public housing units in Lancaster and the City does not intend to expend program funds on public housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

There are no public housing units in Lancaster and the City does not intend to expend program funds on public housing.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

There are no public housing units in Lancaster and the City does not intend to expend program funds on public housing.

Discussion

See discussions above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Los Angeles Homeless Service Authority (LAHSA), a Joint Powers Authority (JPA), is the lead agency in the Los Angeles Continuum of Care and coordinates funds for programs providing shelter, housing, and services to homeless persons in Los Angeles County. LAHSA partners with the County of Los Angeles to integrate services and housing opportunities to ensure a wide distribution of service and housing options throughout the Los Angeles Continuum of Care. The City of Lancaster is located in the Service Planning Area 1 (SPA1) and will continue to collaborate with LAHSA and other local agencies in providing services for homeless persons.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including: Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City uses CDBG funds to support various programs aimed at assisting different segments of the population at risk of homelessness. For FY 2020, the City has allocated \$116,800 to Kensington Campus, a homeless complex that has interim housing beds for homeless individuals in the community.

Addressing the emergency shelter and transitional housing needs of homeless

SB 2 also requires jurisdictions to identify zones where emergency shelters will be allowed without requiring a conditional use permit. As required by State Law, the City has amended the zoning ordinance to allow, by administrative review, the construction of emergency shelters within a specific land use designation. The City selected the Light Industrial land use designation to allow this use “by right,” with approval of a Director’s Review application.

The Director's Review application does not require a public hearing, and is an efficient method of review. The time period for this review vary, depending on whether there is an existing structure or not. For a request with an existing building, the Director's Review process may require a few days up to a few weeks. The City would analyze the submitted request with a description of the operation, and determine if there are any impacts per CEQA, as the City would do for any other use in the same zone. The City would also consult other departments and agencies to determine if they have comments and conditions for the proposed use, such as building and safety requirements, as applicable to any other use in the same zone. Requests involving new construction would be subject to site plan review, which would take approximately two to six months to review, depending on the level of environmental review required. The City's Director's Review process is the simplest form of administrative review, with no discretionary action on the part of appointed or elected officials.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

The Kensington Campus Interim Housing project will provide 5 beds that can be utilized by homeless individuals in the community. The project is expected to benefit 60 homeless individuals.

Discussion

See discussions above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

One of the largest barriers to affordable housing in the City is the lack of affordable units. While all segments of the low and moderate income population need more affordable housing, the greatest need is affordable units for extremely low income households and large families. The availability of funding for affordable housing has also been severely affected by the dissolution of Redevelopment in the State of California. The AB1x26 legislation and subsequent AB 1484 legislation initially prevented the City from using approximately \$6 million dollars in Redevelopment low/mod housing funds. Other housing funds, including four percent and nine percent Low Income Housing Tax Credits, HOME, PLHA, CalHOME, and the Multifamily Housing Program are not sufficient to finance an affordable housing project alone.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The following actions will work to remove barriers to affordable housing:

- The City continues to follow the Housing Element of the General Plan.
- Provide timely review of discretionary and non-discretionary residential development requests, with fees sufficiently only to cover the actual costs (direct and overhead) incurred by the City.
- Periodically, evaluate land development processing procedures to ensure that project review is accomplished in the minimum time necessary to implement the General Plan and ensure protection of public health, safety, and welfare.
- As part of the regular proceedings of the Development Review Committee (DRC), make residential developers aware of City zoning ordinance provisions that provide up to a 35 percent density bonus, or equivalent financial incentive, to residential developers who agree to make a corresponding percentage of the units within the project affordable to households, per State density bonus law. The City's zoning ordinance will be revised to reflect the latest changes in density bonus law.
- Leverage direct funding resources of the City and Lancaster and Lancaster Housing Authority with State and Federal funding sources to address the City's objectives contained in Table H-1 "Quantified Objectives" of the Housing Element in order to facilitate the provision of single and multiple family dwelling units available to very low, low, and moderate-income households.
- Encourage private sector development of affordable housing by subsidizing development impact fees in exchange for long term affordable restrictions.
- Identify and acquire distressed residential projects (e.g. foreclosures, bankruptcies) and prepare them for sale or rent at affordable housing costs. This is an ongoing effort by the Housing Department.
- Periodically review the General Plan and zoning map to ensure that locations for affordable housing are encouraged in areas throughout the City, including locations within reasonable proximity to public facilities, transportation, schools, parks, and other daily services.
- Implement the following strategies to provide housing opportunities specifically for extremely low-income households:
 - Assist developers in seeking specialized funding sources for extremely low-income housing units;
 - Identify and recruit developers (for-profit and non-profit) for the development of extremely low-income housing units;
 - Re-evaluate the city's development review process for higher density, mixed use, second dwelling unit, and other supportive housing to ensure development feasibility; and,
 - Encourage other alternative housing options, including SRO (single room occupancy) housing units to meet the needs of varying living situations.

Discussion:

See discussions above.

AP-85 Other Actions – 91.220(k)

Introduction:

Priority needs established in the FY 2021 – FY 2025 Five-Year Consolidated Plan, which forms the basis for establishing objectives and outcomes in the FY 2021 One-Year Action Plan, are as follows:

High Priority

- Provide Decent and Affordable Housing
- Improve and Expand Facilities and Infrastructure
- Support Special Needs Programs and Services
- Planning and Administration

Actions planned to address obstacles to meeting underserved needs

One of the greatest challenges in meeting the underserved needs of low and moderate income persons is having limited financial resources. The City will continue to use CDBG funding to support public service agencies that address the special needs of the underserved, including the homeless, those at risk of homelessness, youth, seniors, female-headed households, and the disabled. The City also proactively seeks additional resources to better meet the underserved needs.

Actions planned to foster and maintain affordable housing

Increasing, improving, and maintaining affordable housing is identified as a High Priority. The City will also continue to encourage developers, non-profit organizations, and other interested parties to develop new affordable units and will support applications for development funds through the California Tax Credit Allocation Committee (CTCAC) and the State of California.

Actions planned to reduce lead-based paint hazards

The City has a need for lead-hazard free housing and continues to work to reduce lead-based paint (LBP) hazards to comply with 24 CFR Part 35. The number of units considered to contain lead-based paint is relatively low. Having the information available to warn people about the need to maintain buildings, which may contain LBP, as well as other programs to encourage home maintenance, helps to aid in mitigating LBP hazards in the City of Lancaster.

The City will also encourage land-owners to correct substandard conditions to minimize LBP hazards, especially owners of units where children live. Due to the mean age of the City's housing, homes containing lead-based paint are not believed to be a significant problem. However, the City will continue to evaluate and reduce lead-based paint hazards through the following actions and activities:

- Providing information to landlords, renters, and various property management agencies regarding the dangers of lead-based paint and appropriate mitigation strategies, as part of the City's fair housing contract.
- Providing written information through one-on-one contact with contractors, building inspectors, code enforcement officers, and the general public.

While the City has no control over the majority of the factors affecting poverty, it may be able to assist those living below the poverty line. The City supports other governmental, private, and non-profit agencies involved in providing services to low- and moderate-income residents and coordinates efforts with these groups where possible to allow for more efficient delivery of services.

Actions planned to reduce the number of poverty-level families

During FY 2021-22, the City will continue to implement its strategy to help impoverished families achieve economic independence and self-sufficiency. City residents may utilize existing County job training and social service programs to increase employment marketability, household income and housing options. The City will allocate 15 percent of CDBG funds to public service agencies that offer supportive services in the fight against poverty.

Improved employment opportunities are important in reducing the number of people living in poverty. To help improve resident's employability through training, therefore increasing the number of higher paying local jobs, referrals are made to Lancaster WorkForce Center that provides job search services such as workshops, computer classes, phones, fax, computers with internet access, job leads, newspapers, and a resource library for job seekers aged 18 and above.

Actions planned to develop institutional structure

The City as a whole, and each department within it, is committed to working with businesses to align common interests and achieve common goals. In FY 2021, the City's Innovation and Economic Development Director and citywide staff will continue efforts to aid in the economic growth of the City by fostering and encouraging responsible economic development opportunities that result in: 1) a jobs/housing balance established through quality employment opportunities for residents; 2) an economic base through increased sales tax generation; and 3) economic wealth by attracting external monies to the local economy. Specifically, four targeted industries have been identified where there is a foundation of businesses in Lancaster currently and opportunities for growth. These industries include aerospace/aviation, healthcare, manufacturing, and film/entertainment. These business clusters offer a variety of high-paying, high- skilled jobs, which can be accessed either through traditional educational routes or through on- the-job training and apprenticeship programs.

The City of Lancaster works with a wide range of public and community social service agencies to meet and address the various needs of the community. In FY 2021, City staff will continue to collaborate internally, as well as with local non-profit advocacy groups and other County, State and Federal organizations.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Lancaster's Housing Department manages all programs and functions related to the provision of affordable housing-related projects. The Housing Department performs these functions in coordination with its Department of Development Services which includes an administration component and is comprised of Community Development (including Planning), City Engineering, Capital Engineering, and Public Works Divisions. The HOME and CDBG programs are managed through the Finance and Information Technology Department which allows for better communication and a more coordinated effort to address the issues affecting the low and moderate income residents of the City. It also supports the development of a clear and comprehensive affordable housing strategy that is consistently reflected in all affordable

housing-related documents, and a coordinated economic development strategy.

Actions that the City will undertake during the next year to enhance coordination between public and private housing, health, and social service agencies include:

- Working with the Los Angeles Homeless Service Agency (LAHSA) to provide homeless shelter and services.
- Coordination with LACDA to provide information about Section 8 Housing Choice Vouchers. Coordinating with the County of Los Angeles Health Department, Childhood Lead Poisoning Prevention Program (CLPPP) to provide information about lead-based paint hazards.
- Funding a contract for fair housing services to provide fair housing and landlord/tenant complaint intake and mediation services to the residents of the City of Lancaster.
- Following the City's adopted General Plan developed in collaboration with Los Angeles County.
- Working with the Greater Apple Valley Economic Alliance in an effort to address shared priorities such as transportation and air quality issues, large scale planning goals, and advocacy at regional, state, and federal levels.

Discussion:

See discussions above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The following describes other program-specific requirements.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities 0

The City does not anticipate generating any program income during the FY 2020 planning period.

Of the City's FY 2021 CDBG allocation, twenty percent (20%) is being allocated for eligible planning and administration activities, which will also include a fair housing services contract. These activities are not subject to the low and moderate income benefit requirements. Of the remaining 80 percent (80%) of the CDBG allocation, one hundred percent (100%) will be used to benefit low and moderate income persons.

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(I)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

FY 2021 HOME funds will be used primarily for the development of affordable housing.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

As a condition of receiving HOME and CDBG grant or loan funds, the City requires the applicant to enter into a covenant agreement that is recorded against the property and runs with the land. The agreement contains a recapture restriction stipulating that during the affordability period if the unit is sold, the grant or loan must be paid in full.

Additionally, should a default occur during the affordability period, the City reserves the right to purchase the property at the restricted sales price, less the amount of assistance originally provided by the City plus interest. The restricted sales price is calculated using a formula that takes into account the purchase price, the change in consumer price index, and improvements made to the property.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

See discussion above.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

This plan does not include use of HOME funds to refinance existing debts for multifamily housing.

Appendix A: Summary of Public Participation

30-Day Public Review: All comments received during the 30-day Public Review will be added here.

Public Hearing: All comments received during the Public Hearing will be added here.

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Outreach List:

ACTION Support Group 26893 Bouquet Canyon, C134 Santa Clarita, CA 91350	American Association of University Women 30012 Luzon Drive Santa Clarita, CA 91390	City of Santa Clarita ATTN: Community Development Department 23920 W. Valencia Blvd. Suite 302 Santa Clarita, CA 91355
Latin American Civic Association 14540 Blythe Street Panorama City, CA 91402	PLI Realty Inc. 818 1/2 E. Palmdale Blvd. Palmdale, CA 93550	City of Palmdale ATTN: Community Programs 823 E Avenue Q-9 Suite A Palmdale, CA 93550
Partners for Potential 6255 Van Nuys Blvd. Van Nuys, CA 91401	Bridge Housing 2202 30th St. San Diego, CA 92104	Los Angeles Homeless Services Authority 811 Wilshire Blvd, 6th Floor Los Angeles , CA 90017
Boy Scouts of America 16525 Sherman Way, #C-8 Van Nuys, CA 91406	California Association of Realtors 525 South Virgil Avenue Los Angeles, CA 90020	L.A. County Sheriff's Department 501 West Lancaster Boulevard Lancaster, CA 93534
Society of St. Vincent De Paul 210 N. Avenue 21 Los Angeles, CA 91131	Habitat for Humanity 17700 S Figueroa St Gardena, CA 90248	County of Los Angeles Department of Public Health 5050 Commerce Drive Baldwin Park, CA 91706
Carousel Ranch, Inc. 34289 Rocking Horse Road Aqua Dulce, CA 91390		
The Breast Cancer Resource Center, Inc. 23929 McBean Parkway, #215 Santa Clarita, CA 91355	Girl Scouts of Greater Los Angeles 801 S. Grand Avenue, Suite 300 Los Angeles, CA 91107	
Step Up 6911 San Fernando Mission Blvd., #147 Granada Hills, CA 91344	Foundation for Children's Dental Health 25115 Avenue Stanford Santa Clarita, CA 91355	Grace Chapel 44648 15th St. West Lancaster, CA 93534
North Los Angeles County Regional Center 9200 Oakdale Ave., Suite 100 Chatsworth, CA 91311	College of the Canyons Foundation 26455 Rockwell Canyon Road Santa Clarita, CA 91355	STAR Education 10101 Jefferson Blvd. Culver City, CA 90232
	American Diabetes Association 611 Wilshire Boulevard, Suite 900 Los Angeles, CA 90017	Antelope Valley Boys & Girls Club 45404 Division St Lancaster, CA 93535

Antelope Valley Hospital
1600 W. Avenue J
Lancaster, CA 93534

Housing Rights Center
3255 Wilshire Blvd #150
Los Angeles, CA 90010

The People Concern
2116 Arlington Ave Suite 100
Los Angeles, CA 90018

Antelope Valley Partners for Health
44226 10th Street West
Lancaster, CA 93534

Jewish Vocational Services (GROW
Office)
337 E. Ave K10
Lancaster, CA 93535

Valley Oasis
PO Box 2980
Lancaster, CA 93539

Antelope Valley Senior Center
777 W Jackman St
Lancaster, CA 93534

LACOE Gain Lancaster
1817 W Ave K #309
Lancaster, CA 93534

YWCA
777 W. Jackman St
Lancaster, CA 93534

AV Community Clinic
45104 10th Street West
Lancaster, CA 93534

Lancaster School District
44711 Cedar Ave
Lancaster, CA 93534

Girl Scouts of Greater Los Angeles
41307 12th St West Suite 105
Palmdale, CA 93551

AV Domestic Violence Council
44517 Sierra Hwy
Lancaster, CA 93534

Mental Health America
506 W. Jackman St
Lancaster, CA 93534

Grace Resource Center
45134 Sierra Highway
Lancaster, CA 93534

AVC Student Services
3041 W Avenue K
Lancaster, CA 93536

Penny Lane
834 W. Avenue J
Lancaster, CA 93535

Greater Antelope Valley Economic
Alliance
3041 W. Ave K – SCT Room 125
Lancaster, CA 93536

Boys & Girls Club
45404 Division Street
Lancaster, CA 93535

Salvation Army
44517 Sierra Hwy
Lancaster, CA 93534

Easter Seals
340 E. Avenue I
Lancaster, CA 93535

The Catalyst Foundation
547 W Lancaster Blvd
Lancaster, CA 93534

Paving the Way Foundation
44818 Fern Ave., Ste.105
Lancaster, CA 93534

The Children's Center
45111 Fern Avenue
Lancaster, CA 93534

Antelope Valley Dream Center
44939 10th Street West
Lancaster, CA 93534

Appendix B: Certifications and Standard Forms

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