



## SPECIAL JOINT MEETING

Lancaster City Council and Palmdale City Council

Monday May 10, 2021 5:30 P.M.

Antelope Valley College Performing Arts Theatre 3041 W. Ave K Lancaster, CA 93536

www.cityofpalmdale.org www.cityoflancasterca.org

#### **EMERGENCY PUBLIC MEETING PROCEDURE DUE TO COVID-19**

IN ACCORDANCE WITH GOVERNOR'S ORDER N-29-20, AND DUE TO CAPACITY LIMITATIONS AT THE ANTELOPE VALLEY COLLEGE PERFORMING ARTS THEATRE, THE PUBLIC MAY ONLY OBSERVE AND/OR PARTICIPATE IN THIS TELEPHONIC/VIRTUAL MEETING BY LISTENING TO THE LIVE BROADCAST ON:

- 1. Spectrum local access Channel 27 and local access Channel 28
- 2. Online live webcast at <a href="www.cityofpalmdale.org">www.cityofpalmdale.org</a>,; and <a href="https://www.cityoflancasterca.org/our-city/departments-services/city-clerk/meetings-agendas-and-minutes/public-meetings-web-streaming">www.cityoflancasterca.org/our-city/departments-services/city-clerk/meetings-agendas-and-minutes/public-meetings-web-streaming</a>)
- 3. Telephonic dial in: *DIAL 1-877-853-5257 USE MEETING ID: 948 9971 0399 PASSCODE: 148273#*

#### TO SUBMIT PUBLIC COMMENTS:

- 1. Click the Agendas & Minutes webpage at https://cityofpalmdale.org/310/City-Council-Meetings and find this meeting under Upcoming Events; 2) Click on the eComment button; and 3) Scroll through the agenda to find the agenda item for which you would like to provide a comment and submit your comment. The cut off time to submit eComments is two (2) hours prior to the time listed on the printed agenda (3:30 p.m.)
- 2. The public may participate in the meeting by DIALING 1-877-853-5257 USING MEETING ID: 948 9971 0399# PASSCODE: 148273#. Individual speakers are limited to three (3) minutes unless a different time limit is announced.

The safety and well-being of employees and the public remains each City's top priority. The City of Palmdale and City of Lancaster appreciate your patience and understanding during these challenging times.

Please note: The City Councils are making every effort to follow the spirit and intent of the Ralph M. Brown Act and other applicable laws regulating the conduct of public meetings to maximize transparency and public access.

#### 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 of Palmdale at (661) 267-5151 and/or the City Clerk of Lancaster at (661) 723-6020 or via email at CityClerk@cityoflancasterca.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 of Palmdale at (661) 261-5151 and/or City Clerk of Lancaster at (661) 723-6020.

## 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 27 and local cable channel 28 or live stream on the City of Palmdale's website: <a href="www.cityofpalmdale.org">www.cityofpalmdale.org</a>, and on the City of Lancaster's website: <a href="www.cityoflancasterca.org/our-city/departments-services/city-clerk/meetings-agendas-and-minutes/public-meetings-web-streaming">www.cityoflancasterca.org/our-city/departments-services/city-clerk/meetings-agendas-and-minutes/public-meetings-web-streaming</a>). The public may participate in the meeting by DIALING 1-877-853-5257 USING MEETING ID: 948 9971 0399 PASSCODE: 148273#. Individual speakers are limited to three (3) minutes unless a different time limit is announced.

#### 1. CALL TO ORDER

#### 2. ROLL CALL

Los Angeles County: Supervisor Kathryn Barger

Lancaster City Council: Mayor Parris; Vice Mayor Crist; City Council Members: Dorris,

Malhi, and Mann

Palmdale City Council: Mayor Hofbauer, Mayor Pro Tem Bettencourt,

Councilmembers Carrillo, Loa, and Bishop

- 3. INVOCATION
- 4. PLEDGE OF ALLEGIANCE
- 5. OPENING COMMENTS BY SUPERVISOR KATHRYN BARGER
- 6. PRESENTATION
  - 6.1 Joint Cities Community Outreach

#### 7. JOINT NEW BUSINESS

7.1 Memorandum of Understanding (MOU) Between City of Lancaster and City of Palmdale for Joint Fireworks Displays

#### Recommendation:

Approve MOU and authorize City Managers to execute MOU between City of Lancaster and City of Palmdale for joint firework displays for the July 4<sup>th</sup> 2021, July 4<sup>th</sup> 2022, and September 4, 2022 Labor Day celebrations.

The City of Lancaster and City of Palmdale have both historically hosted Firework displays to celebrate the 4<sup>th</sup> of July holiday. Lancaster hosts an annual firework display at the Antelope Valley Fairgrounds each July 4<sup>th</sup>. The event is held in collaboration with the Antelope Valley Fairgrounds. The City of Palmdale typically hosts an Independence Day concert and fireworks show at the Palmdale Amphitheater on the weekend preceding July 4<sup>th</sup>. This partnership will move Palmdale's firework display to Labor Day weekend, hosting an event on Sunday, September 4, 2022.

7.2 Antelope Valley Event/Evacuation Center in Lancaster and Regional Recreational Complex in Palmdale

## Recommendation:

Approve and authorize the City Managers, or their designees, to sign all documents and enter into Agreements and Memoranda of Understanding (MOU) to finance, oversee and manage planning and studies necessary for a new Event Center and Regional Evacuation Center in Lancaster and a Recreational Complex in Palmdale.

The City of Lancaster and the City of Palmdale, have identified the need for a new, larger, Event Center that, with certain facility upgrades, may also serve as a Regional Evacuation Center for the Antelope Valley. Additionally, Palmdale has identified a need for a Regional Recreation Complex proposed to be brought forth in the future for collaboration with Lancaster. Working together, the Cities will expeditiously and efficiently identify a location, finance and oversee the process of environmental review, design, bid, and construction of each project. The Cites would oversee environmental reviews of the proposed project, participate on evaluation panels, recommend award of professional services design contracts, advertise for construction, recommend award of construction contract in accordance with the Public Contract Code, manage and oversee the contracts and construction of each project to their respective completion, to bring upgraded facilities to the residents of the Antelope Valley.

## 7.3 Speed Enforcement Strategy for Cities of Palmdale and Lancaster

#### Recommendation:

Staff recommends that the City Councils direct staff for both the City of Palmdale and the City of Lancaster to identify a strategy to address speed through enforcement, education, and engineering; and identify potential funding sources, including local, state, and federal grants to aid in this effort.

Both cities recognize that fatalities have risen over the last decade and are committed to working together to mitigate the issue, and create a solution that would help reduce collisions and create a safe vehicular flow throughout the Antelope Valley.

## 7.4 Destination Antelope Valley

#### Recommendation:

Direct staff of both Cities to explore opportunities and draft a proposed action plan for the creation of a new, regional entity designed to attract increased overnight visits to the Antelope Valley.

In 2012, the City of Lancaster launched Destination Lancaster, a TBID designed to increase overnight stays in Lancaster. This initiative recognized that visitors, be they business or leisure, inject a substantial amount of funds into our local economy. Overnight stays not only generate business for local hotels and enhance transient occupancy tax (TOT) revenue to the Cities; they also generate additional revenue to a wide array of local businesses, such as restaurants, retailers, and gas stations. Every dollar a visitor spends represents a new investment in the local economy from outside the region, thus growing the economy and adding wealth. The proposed action represents an opportunity to expand these efforts throughout the Antelope Valley via the establishment a new, regional entity. Pending the creation of a TBID in Palmdale, the concept envisions that both Cities' TBIDs would contribute to a regional body that would engage in marketing and promotional activities on behalf of the entire Antelope Valley.

7.5 Joint Marketing Campaign and Collaboration to Increase Broadband Access

#### Recommendation:

Staff recommends that the City Council direct staff for both the City of Palmdale and the City of Lancaster to launch a joint marketing campaign and collaborate on future broadband grant opportunities.

The global pandemic has demonstrated how important the internet is with a heightened need for fast reliable speeds in order to work and school from home. During this time, it became evident that there were residents and businesses struggling to participate in the digital landscape due to lack of affordability or infrastructure. Both communities have committed to closing the digital divide to address economic and social disparities in underserved communities. SiFi Networks has been approved by both cities to build a state of the art community wide fiber optic network in each community. The network, which would be funded, built and operated by SiFi Networks, would enable internet service providers to deliver gigabit internet, TV and phone to residents and businesses throughout the cities. Once built, everyone will have the opportunity to access high speed fiber internet as well as enabling each municipality to implement Smart City applications.

7.6 Collaboration on Regional Economic Development Initiatives Benefitting the Antelope Valley

#### Recommendations:

Staff recommends that the City Councils:

- 1. Direct staff to draft guiding principles that foster regional collaboration and transparency on business attraction, expansion, and retention efforts; and
- 2. Direct staff to explore potential funding options to support future economic development initiatives that benefit the region.

In an effort to unite the region, the cities of Palmdale and Lancaster are focused on fostering a culture of collaboration rather than competition. The cities can leverage the relationship to work together to enhance economic growth for the entire Antelope Valley. The community would benefit from economic prosperity and truly making the region an even greater place to live, work and play. Working together, the cities would create new protocols to follow during the site selection process for either commercial or industrial prospects. This would help ensure collaboration and transparency between Palmdale and Lancaster. Specifically, in situations where sites are being considered in other regions, the two cities can work together to identify opportunities to strengthen proposals to be more competitive. Staff will also explore ways to better promote the region to business prospects and site selectors. This may include marketing campaigns, site selector tours, and other partnerships with organizations like the Governor's Office of Business and Economic Development (GO-Biz), Los Angeles County Economic Development Corporation (LAEDC), AV EDGE and local chambers of commerce.

#### 8. CLOSING COMMENTS BY CITY COUNCIL MEMBERS

#### 9. ADJOURNMENT

#### 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 of Palmdale's City Clerk Department and City of Lancaster's City Clerk Department, and posted with the agenda on the windows of the City of Palmdale's Council Chambers and the City of Lancaster's Council Chambers. For more information, please call the City Clerk of Palmdale at (661) 261-5151 and/or the City Clerk of Lancaster at (661) 723-6020.

All documents available for public review are on file with the City of Palmdale's City Clerk Department and the City of Lancaster's City Clerk Department.





DATE: May 10, 2021

TO: HONORABLE MAYORS AND CITY COUNCILS

FROM: SONYA PATTERSON, PARKS, ARTS, RECREATION, &

COMMUNITY SERVICES DIRECTOR, CITY OF LANCASTER KERI SMITH, PARKS AND RECREATION DIRECTOR, CITY OF

**PALMDALE** 

DISTRICT: ALL

SUBJECT: MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF

LANCASTER AND CITY OF PALMDALE FOR JOINT FIREWORK

**DISPLAYS** 

#### ISSUE

Approve MOU between City of Lancaster and City of Palmdale for joint firework displays for the July 4<sup>th</sup> 2021, July 4<sup>th</sup> 2022, and Labor Day 2022 events.

## **RECOMMENDATION**

Approve MOU and authorize City Managers to execute MOU between City of Lancaster and City of Palmdale for joint firework displays for the July 4<sup>th</sup> 2021, July 4<sup>th</sup> 2022, and September 4, 2022 Labor Day celebrations.

#### **BACKGROUND**

The City of Lancaster and City of Palmdale have both historically hosted Firework displays to celebrate the 4<sup>th</sup> of July holiday. Lancaster hosts an annual firework display at the Antelope Valley Fairgrounds each July 4<sup>th</sup>. The event is held in collaboration with the Antelope Valley Fairgrounds. The City of Palmdale typically hosts an Independence Day concert and fireworks show at the Palmdale Amphitheater on the weekend preceding July 4<sup>th</sup>. This partnership will move Palmdale's firework display to Labor Day weekend, hosting an event on Sunday, September 4, 2022.

#### **DISCUSSION**

In an effort to reduce duplication of services and leverage resources, the City of Lancaster and City of Palmdale can partner to deliver joint firework displays to celebrate and commemorate the 4<sup>th</sup> of July and Labor Day holidays. The collaboration on the events provides for a mutual benefit to both communities.

Report to Mayor and City Council

Re: Memorandum of Understanding (MOU) Between City of Lancaster and City of Palmdale for Joint Firework Displays

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The City of Lancaster will be the lead agency responsible for planning the July 4<sup>th</sup> 2021 and July 4<sup>th</sup> 2022 events. Lancaster will select, secure, and enter into the contract with a firework display vendor and secure all required public display permits. Lancaster will coordinate event access and entertainment with the Antelope Valley Fairgrounds, as well as be responsible for planning and coordinating event logistics, event timeline, and securing additional vendors and/or entertainment.

The City of Palmdale will be the lead agency responsible for planning the Labor Day event on Sunday, September 4, 2022. Palmdale will select, secure, and enter into the contract with a firework display vendor and secure all required public display permits. Palmdale will be responsible for planning and coordinating event logistics, event timeline, and securing additional vendors and/or entertainment.

Staff from both cities shall regularly meet and confer to collaboratively work together to plan and execute the events. Both cities will provide event support staff, marketing, and other resources as mutually determined.

## **FISCAL IMPACT**

The cities will jointly fund the firework displays, contributing \$25,000 per event, for a total of \$75,000 for the duration of the MOU.

<u>Event</u>	City of Lancaster	City of Palmdale
July 4 <sup>th</sup> 2021	\$25,000	\$25,000
July 4 <sup>th</sup> 2022	\$25,000	\$25,000
Labor Day 2022	\$25,000	\$25,000
Total	\$75,000	\$75,000

#### **ATTACHMENT:**

Memorandum of Understanding

#### MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU" or "Agreement") is entered into and effective as of May 12, 2021 by and between the CITY OF LANCASTER, a municipal corporation and charter city ("Lancaster"), and CITY OF PALMDALE, a municipal corporation and charter city ("Palmdale") (collectively, the "Parties").

#### **RECITALS**

- A. The parties desire to work collaboratively to plan and deliver the following special events:
  - a. July 4th 2021 Fireworks Display
  - b. July 4<sup>th</sup> 2022 Fireworks Display
  - c. Labor Day 2022 Fireworks Display
- B. The parties desire to leverage fiscal resources to fund said events for the mutual benefit of both communities.

NOW, THEREFORE, the Parties agree as follows:

1. <u>Additional Documents.</u> The Parties may execute any and all other documents, including but not limited to vendor agreements and operation & maintenance agreements, as are necessary to effectuate the performance of the Parties' responsibilities as set forth in this MOU.

## 2. **Responsibilities of Lancaster.**

- a. July 4<sup>th</sup> 2021. Lancaster will be the lead agency responsible for planning the July 4<sup>th</sup> special event. Lancaster will select, secure and enter into the contract with a firework display vendor of their choice, as well as secure all required public display permits. Lancaster will coordinate event access and entertainment with the Antelope Valley Fairgrounds, as well as be responsible for planning and coordinating event logistics, event timeline, and securing additional vendors and/or entertainment as directed by their governing body.
  - i. The Parties shall regularly meet and confer to plan and execute the event. Providing event support staff, marketing, and other resources as mutually determined. The Parties shall mutually agree to marketing materials that will feature both Parties' logos or other branded image(s).
  - ii. The Parties shall jointly fund the fireworks display, with Palmdale submitting a payment of \$25,000 to Lancaster as outlined in Section 5. Disbursement Schedule.
- b. <u>July 4<sup>th</sup> 2022</u>. Lancaster will be the lead agency responsible for planning the July 4<sup>th</sup> special event. Lancaster will select, secure and enter into the contract with a firework display vendor of their choice, as well as secure all required public display permits Lancaster will coordinate event access and entertainment with the Antelope Valley Fairgrounds, as well as be responsible for planning and coordinating event logistics, event timeline, and securing additional vendors and/or entertainment as directed by their governing body.
  - i. The Parties shall regularly meet and confer to plan and execute the event. Providing event support staff, marketing, and other resources as mutually determined. The Parties shall mutually agree to marketing materials that will feature both Parties' logos or other branded image(s).
  - ii. The Parties shall jointly fund the fireworks display, with Palmdale submitting a payment of \$25,000 to Lancaster as outlined in Section 4. Disbursement Schedule.

## 3. **Responsibilities of Palmdale.**

- a. <u>Labor Day 2022.</u> Palmdale will be the lead agency responsible for planning the Labor Day event. Palmdale will select, secure and enter into the contract with a firework display vendor of their choice, as well as secure all required public display permits. Palmdale will be responsible for planning and coordinating event logistics, event timeline, and securing additional vendors and/or entertainment as directed by their governing body.
  - i. The Parties shall regularly meet and confer to collaboratively work together to plan and execute the event. Providing event support staff, marketing, and other resources as mutually determined. The Parties shall mutually agree to marketing materials that will feature both Parties' logos or other branded image(s).
  - ii. The Parties shall jointly fund the fireworks display, with Lancaster submitting a payment of \$25,000 to Palmdale as outlined in Section 4. Disbursement Schedule.

#### 4. **Disbursement Schedule.**

a. The parties agree to the disbursement schedule as follows:

<u>Event</u>	<u>Payer</u>	Recipient	Disbursement Date
July 4 <sup>th</sup> 2021	Palmdale	Lancaster	June 25, 2021
July 4 <sup>th</sup> 2022	Palmdale	Lancaster	June 3, 2022
Labor Day 2022	Lancaster	Palmdale	August 5, 2022

- b. The Recipient of each payment is responsible for submitting an invoice for payment 30 days in advance of the disbursement date. The parties agree to make payment within 30 days following the submittal of an invoice to the other party.
- 5. <u>Assurances.</u> The parties each provide the following assurances, representations, and warranties to the other party:
  - a. Each party possesses the legal authority to finance, acquire, develop, manage, operate and maintain the events pursuant to their respective obligations hereunder; that a resolution, motion or similar action has been duly adopted, passed, or approved as an official act of each Party's governing body authorizing all understandings and assurances contained herein, and directing and authorizing the person identified as the authorized representative of each Party to perform the duties imposed herein and to provide such additional information as may be required.
  - b. Each party has allocated approved funds available to meet its respective share of the cost for each of the events:

\$25,000
\$25,000
\$25,000
\$25,000
\$25,000
\$25,000

c. Parties will comply with all applicable requirements of all local, state, and federal laws, regulations, and policies governing this MOU and performance by each party.

d. Each party (the "Indemnifying Party") agrees to defend, indemnify and hold the other party, its affiliates and each of their respective elected officials, officers, directors, employees, volunteers, contractors and/or agents (collectively, an "Indemnified Party") harmless from and against any action, claim, suit, investigation or other proceeding brought by a third party (a "Claim") to the extent such Claim is caused by that Indemnifying Party's operation of one or more of said events, or the negligent or willful misconduct of the Indemnifying Party or its elected officials, officers, directors, employees, volunteers, contractors and/or agents arising out of or in connection with this agreement. The Indemnifying Party will indemnify and hold harmless the Indemnified Party from any liabilities, losses, damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees, expert witness fees and/or costs of defense) incurred by or levied against such Indemnified Party as a result of any such Claim. If the Indemnified Party seeks indemnification with respect to a Claim, the Indemnifying Party's obligations are conditioned upon the Indemnified Party: (a) providing written notice to the Indemnifying Party of any Claim within thirty (30) days after the Indemnified Party has knowledge of such Claim (except that failure to timely provide such notice will relieve the party of its obligations only to the extent the Indemnifying Party is materially prejudiced as a direct result of such delay); and (b) cooperating and, at the Indemnifying Party's request and expense, assisting in such defense. Notwithstanding the foregoing, the Indemnified Party may participate at its own expense in the defense and any settlement discussions, and will have the right to approve any settlement agreement that involves an admission of fault by the Indemnified Party or imposes non-monetary obligations on the Indemnified Party; provided, however, that such approval will not be unreasonably withheld.

## 6. <u>Insurance</u>.

- a. Both Parties will require their chosen firework provider to name each Party as an additional insured on their commercial general liability policy in an amount no less than \$5 million per occurrence and \$10 million aggregate. (not excluding pyrotechnic activities) and on their commercial automobile liability policy in an amount not less than \$5 million combined single limit including owned, non-owned and hired automobile coverage (not excluding transportation of pyrotechnics). Both Parties agree to send the other Party a copy of the vendor's certificate of insurance and corresponding endorsement at least one week prior to the applicable event.
- b. Both Parties will also require their chosen firework provider to maintain workers' compensation liability coverage as required by the State of California and employer's liability in the amount of \$1,000,000 each accident/policy limit bodily injury/each employee bodily injury by disease.
- 7. <u>Notices</u>. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any person shall be in email to the contacts set forth below, with "delivered" receipt requests, and/or in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Notice shall be deemed communicated twenty-four (24) hours from receipt of confirmation of email delivery or forty-eight (48) hours from the time of mailing if mailed as provided in this section.

To Lancaster: City of Lancaster

Attn: Jason Caudle, City Manager

44933 North Fern Avenue Lancaster, California 93534

#### jcaudle@cityoflancasterca.org

To Palmdale: City of Palmdale

Attn: J.J. Murphy, City Manager

38300 Sierra Highway Palmdale, California 93550

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8. <u>Term.</u> The term of this MOU shall commence on the Effective Date and shall expire on September 2, 2022, unless sooner terminated or extended, in whole or part, by written amendment signed by both Parties.

9. <u>Assignment of Agreement</u>. The Parties hereto may not assign their obligations hereunder to any assignee without the knowledge and prior written consent of the other party.

## 10. **General Provisions.**

- a. Except as otherwise provided herein, the terms, conditions, covenants and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the Parties hereto.
- b. Any Party may terminate this MOU and negotiations relating to the activities contemplated herein at any time by 60 days' written notice to the other Party.
- c. This MOU constitutes the entire agreement among the Parties hereto and supersedes all prior discussions, understandings, and agreements among Parties hereto relating to the subject matter hereof.
- d. Time is expressly made of the essence with respect to the performance by the Parties of each and every obligation and condition of this MOU.
- e. Each Party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this MOU not to supersede the rules and provisions set within this MOU.
- f. Each Party represents and warrants to the other that: (i) they have carefully read this MOU, and in signing this MOU, they do so with full knowledge of any rights which they may have; (ii) they have received independent legal advice from their respective legal counsel as to the matters set forth in this MOU, or have knowingly chosen not to consult legal counsel as to the matters set forth in this MOU; and, (iii) they have freely signed this MOU without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this MOU, and without duress or coercion, whether economic or otherwise.
- 11. <u>Amendments</u>. Any amendment, modification, or variation from the terms of this Agreement shall be effective only upon the mutual written approval of the Parties.
- 12. <u>Severability.</u> In the event that any provision or provisions of this Agreement are held unenforceable, all provisions not so held shall remain in full force and effect.

13. <u>Authority of Signatories.</u> The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this agreement on behalf of said Parties and that by so executing this Agreement, the Parties are formally bound to the provisions of this Agreement.

[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	City of Palmdale
By: Jason Caudle Its: City Manager	By: J.J. Murphy, ICMA-CM Its: City Manager
By: Allison Burns Its: City Attorney	By: Christopher Beck Its: City Attorney
By: Andrea Alexander Its: City Clerk	By: Shanae S. Smith Its: City Clerk





DATE: MAY 10, 2021

TO: HONORABLE MAYORS AND CITY COUNCILS

FROM: TROLIS NIEBLA, ASSISTANT CITY MANAGER, CITY OF

**LANCASTER** 

J.J. MURPHY, CITY MANAGER, CITY OF PALMDALE

DISTRICT: ALL

SUBJECT: ANTELOPE VALLEY EVENT/EVACUATION CENTER IN

LANCASTER AND REGIONAL RECREATIONAL COMPLEX IN

**PALMDALE** 

#### **ISSUE**

In partnership, the City of Lancaster and the City of Palmdale, propose to identify a location, plan and scope, conduct necessary environmental and other studies, secure funding, design and construct improvements for a new Antelope Valley Event/Evacuation Center in Lancaster and a Recreational Complex in Palmdale.

#### RECOMMENDATION

Approve and authorize the City Managers, or their designees, to sign all documents and enter into Agreements and Memoranda of Understanding (MOU) to finance, oversee and manage planning and studies necessary for a new Event Center and Regional Evacuation Center in Lancaster and a Recreational Complex in Palmdale.

#### BACKGROUND

The City of Lancaster and the City of Palmdale, have identified the need for a new, larger, Event Center that, with certain facility upgrades, may also serve as a Regional Evacuation Center for the Antelope Valley. Additionally, Palmdale has identified a need for a Regional Recreation Complex proposed to be brought forth in the future for collaboration with Lancaster.

Report to Mayor and City Council

Re: Antelope Valley Event/Evacuation Center in Lancaster and Regional Recreational Complex in Palmdale

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Working together, the Cities will expeditiously and efficiently identify a location, finance and oversee the process of environmental review, design, bid, and construction of each project. The Cites would oversee environmental reviews of the proposed project, participate on evaluation panels, recommend award of professional services design contracts, advertise for construction, recommend award of construction contract in accordance with the Public Contract Code, manage and oversee the contracts and construction of each project to their respective completion, to bring upgraded facilities to the residents of the Antelope Valley.

#### DISCUSSION

### Event/Evacuation Center in Lancaster

The proposed Event Center project would include renovations to expand and upgrade existing facilities and/or may include construction of a new building, similar in size, scale, and design as the Placer Valley Event Center, at the Placer Valley Fairgrounds in Roseville, California, and the Colorado Union High School District Field House in Bullhead City, Arizona. It is anticipated that the new Event Center would be approximately 100,000 to 160,000 square-feet. The proposed Event Center would be a permanent facility, designed and constructed to host a multitude of large-scale events including, but not limited to, sporting events, concerts/performances, rodeos, circuses, and/or graduations, etc.

The intent is that the new Event Center would allow existing and new facilities to double as a Regional Evacuation Center. Ideally, the location identified and selected for improvement would be uniquely setup for expansion, as it will already offer some protection from the elements, large-scale parking accommodations, on-site maintenance facility with equipment, sufficient infrastructure for electrical, water, broadband, Wi-Fi, on-site hook-ups for RV's and office trailers, kitchen facilities, refrigerated storage, and/or the framework for its own micro-grid.

The proposed project would connect the new Event Center to existing utilities and upgrade existing facilities, which will allow for the development of a fully functioning off the grid emergency operations and evacuation center. The Antelope Valley is geographically isolated from the rest of Los Angeles, Kern, and San Bernardino Counties by two (2) mountain ranges and an expansive desert; primary access to the area is limited to State Route 14 and State Route 138. While there are multiple local Emergency Operations Centers (EOCs) to serve the Antelope Valley's 300,000 plus residents, there is no Regional Evacuation Center of the size and magnitude needed to accommodate evacuees in the event of a major catastrophe.

Having functioning off grid shelters and EOC accommodations at an expanded and upgraded facility, would allow the City of Lancaster and the City of Palmdale to communicate with each other, Antelope Valley residents, and outside organizations, as well as secure needed resources, and ensure public safety in the event of a major catastrophe.

Report to Mayor and City Council

Re: Antelope Valley Event/Evacuation Center in Lancaster and Regional Recreational Complex in Palmdale

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## Regional Recreation Complex in Palmdale

Given the high desert climate often creates high winds and extreme temperatures, the Palmdale is seeking to develop a state-of-the-art Regional Recreation Center that enhances the quality of life, provides economic development, and improves the health of the Antelope Valley. The facility would provide an intergenerational place of entertainment for residents and guests of the community, offering indoor, year-round opportunities for social interaction, learning, fun and fitness all in one location.

The Regional Recreation Complex would provide services that meet the current trends and interests of its Community. These trends should be identified through community outreach, and may include, but not necessarily be limited to the following:

- 1. Sports and physical activities serving a variety of ages, such as a multi-sport indoor gymnasium, indoor synthetic turf futsal court, multi-sport outdoor synthetic turf fields, or an indoor walking track.
- 2. General recreation programming and rentals, such as multi-purpose rooms with removable dividers and automated presentation equipment or a fitness room with athletic flooring.
- 3. Traditional recreational amenities such as a rock wall, boxing ring, and pump bicycle track, or handball and racquet ball courts.
- Extended library services to serve youth needing educational support, including computer workstations, a small collection of books, and space for small informational seminars.
- 5. Unique elements to create local excitement and build community pride, such as a playground geared towards those with cognitive or physical limitations, an e-sports lobby, an indoor warm water therapy pool, an indoor cool water exercise pool, or exciting water activities such as a wave rider or wave pool.
- 6. Outdoor amenities such as tiered grass seating for small bands and neighborhood events, or a drive-in movie set-up.

#### FISCAL IMPACT

The costs of the construction would be shared appropriately between all parties in the best interest of the Antelope Valley.

#### **ATTACHMENT:**

None.





DATE: MAY 10, 2021

TO: HONORABLE MAYORS AND CITY COUNCILS

FROM: JEFF HOGAN, DEVELOPMENT SERVICES DIRECTOR, CITY OF

**LANCASTER** 

DISTRICT: ALL

SUBJECT: SPEED ENFORCEMENT STRATEGY FOR CITIES OF PALMDALE

AND LANCASTER

### <u>ISSUE</u>

Direct staff for both the City of Palmdale and City of Lancaster to identify a strategy to address speed enforcement.

#### RECOMMENDATION

Staff recommends that the City Councils direct staff for both the City of Palmdale and the City of Lancaster to identify a strategy to address speed through enforcement, education, and engineering; and identify potential funding sources, including local, state, and federal grants to aid in this effort.

#### **BACKGROUND**

The cities of Palmdale and Lancaster have seen an increase in vehicular-related fatalities over the last decade. Both cities had an increase over the last year, thereby causing concerns throughout the Antelope Valley.

While some of the traffic collisions have been a result of drivers being under the influence, speeding was a factor in the majority of the incidents. In addition to speeding, these fatalities have also been attributed to a lack of resources and adequate enforcement. According to a 2020 Traffic Statistical Analysis Report prepared by the Lancaster Sheriff's Traffic Unit, increased speeding enforcement is appropriate.

Report to Mayor and City Council

Re: Speed Enforcement Strategy for Cities of Palmdale and Lancaster

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#### **DISCUSSION**

Both cities recognize that fatalities have risen over the last decade and are committed to working together to mitigate the issue, and create a solution that would help reduce collisions and create a safe vehicular flow throughout the Antelope Valley.

This may include exploring partnership opportunities with law enforcement agencies and implementing programs that would be focused on reducing traffic collisions through the antelope valley.

## **FISCAL IMPACT**

Both cities will work together to pursue alternative funding options to pay for increased enforcement, education, and engineering efforts. All other costs will be shared equitably between the cities.





DATE: MAY 10, 2021

TO: HONORABLE MAYORS AND CITY COUNCILS

FROM: CHENIN DOW, REAL ESTATE & ECONOMIC DEVELOPMENT

SENIOR MANAGER, CITY OF LANCASTER

LUIS GARIBAY, ECONOMIC DEVELOPMENT MANAGER, CITY OF

**PALMDALE** 

DISTRICT: ALL

SUBJECT: DESTINATION ANTELOPE VALLEY

## **ISSUE**

Expand the Antelope Valley's economy by establishing a regional entity designed to increase tourism to the area.

### **RECOMMENDATION**

Direct staff of both Cities to explore opportunities and draft a proposed action plan for the creation of a new, regional entity designed to attract increased overnight visits to the Antelope Valley.

### **BACKGROUND**

In 2012, the City of Lancaster launched Destination Lancaster, a TBID designed to increase overnight stays in Lancaster. This initiative recognized that visitors, be they business or leisure, inject a substantial amount of funds into our local economy. Overnight stays not only generate business for local hotels and enhance transient occupancy tax (TOT) revenue to the Cities; they also generate additional revenue to a wide array of local businesses, such as restaurants, retailers, and gas stations. Every dollar a visitor spends represents a new investment in the local economy from outside the region, thus growing the economy and adding wealth.

Report to Mayors and City Councils Re: Destination Antelope Valley

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Destination Lancaster has seen great success, helping catalyze significant boosts in occupancy and revenue per available room (RevPAR) at member hotels. Additionally, Destination Lancaster provides a wealth of resources to hotels and travelers alike, such as a website promoting local events and things to do; the annual AVentures Magazine; and security services at participating hotels.

The proposed action represents an opportunity to expand these efforts throughout the Antelope Valley via the establishment a new, regional entity. Pending the creation of a TBID in Palmdale, the concept envisions that both Cities' TBIDs would contribute to a regional body that would engage in marketing and promotional activities on behalf of the entire Antelope Valley.

This is a particularly opportune time to launch such regional efforts, as the proposed event center will serve as yet another resource to attract overnight stays to the area. A Destination Antelope Valley initiative could work to attract a range of events including conferences, concerts, athletics, and more.

Destination Lancaster's efforts are funded through a TBID fee assessed at 2% of each room night at member hotels. Palmdale staff has already taken the first steps toward creation of its own TBID, with completion anticipated by the end of the calendar year. Together, these TBIDs would provide the funding needed to carry out regional marketing activities.

Approval of this item would direct staff to further explore this opportunity and draft a proposed plan of action to establish the regional entity. Upon establishment of the Palmdale TBID, creation of the regional entity could then be pursued. Creation of the Palmdale TBID will be subject to the approval of the Palmdale City Council, while establishment of the regional entity will be subject to approval by both Councils.

#### DISCUSSION

None.

#### FISCAL IMPACT

None.

## STRATEGIC PLAN

Not Applicable.

#### ATTACHMENT:

None.





DATE: MAY 10, 2021

TO: HONORABLE MAYORS AND CITY COUNCILS

FROM: JASON CAUDLE, CITY MANAGER, CITY OF LANCASTER

J.J. MURPHY, CITY MANAGER, CITY OF PALMDALE

DISTRICT: ALL

SUBJECT: JOINT MARKETING CAMPAIGN AND COLLABORATION TO

**INCREASE BROADBAND ACCESS** 

## **ISSUE**

Joint marketing campaign and collaboration to increase broadband access.

## **RECOMMENDATION**

Staff recommends that the City Council direct staff for both the City of Palmdale and the City of Lancaster to launch a joint marketing campaign and collaborate on future broadband grant opportunities.

## **BACKGROUND**

The global pandemic has demonstrated how important the internet is with a heightened need for fast reliable speeds in order to work and school from home. During this time, it became evident that there were residents and businesses struggling to participate in the digital landscape due to lack of affordability or infrastructure. Both communities have committed to closing the digital divide to address economic and social disparities in underserved communities.

SiFi Networks has been approved by both cities to build a state of the art community wide fiber optic network in each community. The network, which would be funded, built and operated by SiFi Networks, would enable internet service providers to deliver gigabit internet, TV and phone to residents and businesses throughout the cities. Once built, everyone will have the opportunity to access high speed fiber internet as well as enabling each municipality to implement Smart City applications.

Report to Mayors and City Councils Re: Joint Marketing Campaign and Collaboration to Increase Broadband Access May 10, 2021

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## **DISCUSSION**

It is important to build regional cohesiveness and collaborate with the school districts to develop the framework and support that they need to address this critical task. By collaborating with multiple agencies, staff believes that these relationships will make grant applications more effective during consideration by the State or Federal governments.

## **FISCAL IMPACT**

Both cities will work together to pursue alternative funding options to pay for increased access and affordability for broadband services. All other costs will be shared equitably between the cities.





DATE: MAY 10, 2021

TO: HONORABLE MAYORS AND CITY COUNCILS

FROM: JASON CAUDLE, CITY MANAGER, CITY OF LANCASTER

J.J. MURPHY, CITY MANAGER, CITY OF PALMDALE

DISTRICT: ALL

SUBJECT: COLLABORATION ON REGIONAL ECONOMIC DEVELOPMENT

INITIATIVES BENEFITTING THE ANTELOPE VALLEY

# **ISSUE**

Joint collaboration efforts on economic development initiatives benefitting the Antelope Valley.

# **RECOMMENDATION**

Staff recommends that the City Councils:

- 1. Direct staff to draft guiding principles that foster regional collaboration and transparency on business attraction, expansion, and retention efforts; and
- 2. Direct staff to explore potential funding options to support future economic development initiatives that benefit the region.

## **BACKGROUND**

Over the past 40 years, the cities of Palmdale and Lancaster have competed to attract new business and investment to each respective city. This type of competition is not unique to the Antelope Valley. Local, regional, and state governments routinely offer financial incentives including sales tax rebates, reduced land costs, and tax credits to entice businesses to locate in their jurisdiction. Although incentives are frequently used, there are concerns regarding the long-term impacts of sales tax rebate programs or other high-cost incentive packages for communities. Competition between neighboring cities can fuel aggressive bidding wars and drain revenues for essential public services to the detriment of residents and businesses.

Report to Mayors and City Councils
Re: Collaboration on Regional Economic Development Initiatives Benefitting the
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## **DISCUSSION**

In an effort to unite the region, the cities of Palmdale and Lancaster are focused on fostering a culture of collaboration rather than competition. The cities can leverage the relationship to work together to enhance economic growth for the entire Antelope Valley. The community would benefit from economic prosperity and truly making the region an even greater place to live, work and play.

Working together, the cities would create new protocols to follow during the site selection process for either commercial or industrial prospects. This would help ensure collaboration and transparency between Palmdale and Lancaster. Specifically, in situations where sites are being considered in other regions, the two cities can work together to identify opportunities to strengthen proposals to be more competitive. Staff will also explore ways to better promote the region to business prospects and site selectors. This may include marketing campaigns, site selector tours, and other partnerships with organizations like the Governor's Office of Business and Economic Development (GO-Biz), Los Angeles County Economic Development Corporation (LAEDC), AV EDGE and local chambers of commerce.

Future phases of this proposed partnership would include identifying funding opportunities to support economic development efforts and/or sales tax sharing agreements for specific large regional sales tax producers. The cities will work together to go after Federal and State funding to support infrastructure projects that would allow new development to occur. This may include but is not limited to transportation, recycled water, renewable energy, and water projects. These efforts would support new development and growth. Staff would also explore the use of Measure AV, Measure LC and other local funds that could be allocated to support business attraction efforts.

## FISCAL IMPACT

Both cities will work together to pursue development opportunities in the region. This would increase tax revenue and also create jobs.