



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

Tuesday, December 14, 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 December 10, 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

Lancaster Housing Authority

Chair Kitty Szeto

Vice Chair Marvin Crist

Housing Authority Member Cassandra Harvey

Housing Authority Member Raj Malhi

Housing Authority Member Ken Mann

UPDATED MEETING PROCEDURE:

To ensure public safety measures while maintaining transparency and public access, members of the public may participate in one of the following ways:

o In person at Council Chamber:

➤ Consistent with public health officer's order, each member of the public wishing to attend the meeting in person are asked to wear a mask regardless of vaccination status.

o Virtual Platform [Zoom]:

➤ In response to Government Code section 54953(e), this meeting will also 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: 863 6131 1905# PASSWORD:677447#**

AGENDA ITEMS TO BE REMOVED

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

PUBLIC BUSINESS FROM THE FLOOR - AGENDIZED ITEMS

Any person who would like to address the Legislative Bodies on any agendized item is requested to complete a speaker card for the City Clerk/Agency/Authority Secretary and identify the agenda item you would like to discuss. Each person will be given an opportunity to address the Legislative Body at the time such item is discussed. Speaker cards are available at the rear of the Council Chambers and your speaker card must be filled out *prior* to the agenda item being called. We respectfully request that you fill the cards out completely and print as clearly as possible. Following this procedure will allow for a smooth and timely process for the meeting and we appreciate your cooperation. *Individual speakers are limited to three (3) minutes each.*

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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

ROLL CALL

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

INVOCATION

Eddie Barragan

World Harvest Outreach Center

PLEDGE OF ALLEGIANCE

PRESENTATION

1. Recognition of IMPACT Volunteers
Presented by: Mayor R. Rex Parris & Jason Caudle, City Manager

COUNCIL ACTIONS

EMERGENCY DECLARATION

ED 1. COVID-19 Pandemic Updates and Actions

Recommendation:

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.

ED 2. Resolution Confirming the Continued Existence of a Local Emergency

Recommendation:

Adopt **Resolution No. 21-61** , a resolution of the City Council of the City of Lancaster, California, confirming the continued existence of a local emergency in the City of Lancaster, California.

The number of COVID-19 cases in Los Angeles County recently surged with the appearance of the Delta variant. The County has also reported cases of the new omicron variant. The percentage of residents in the Antelope Valley who have received vaccinations has still not yet reached a level that is expected to create “herd immunity,” and as a result, the local public health emergency caused by the COVID-19 pandemic remains in effect, and the virus and its variants continue to pose a threat to the health and safety of residents in the City of Lancaster. Staff recommends that City Council adopt **Resolution No. 21-61** , to again confirm the continued existence of the local emergency, as required by the California Emergency Services Act (the

“Act,” set forth at Cal. Gov’t. Code §§8550-8668), and, in accordance with the Act, to regularly review the need for continuing the local emergency.

EMERGENCY DECLARATION- NEW BUSINESS

ED NB 1.Shop More in Lancaster Holiday Program

Recommendation:

1. Review emergency actions taken by the City Manager regarding establishing a Shop Lancaster Holiday Program and all associated campaigns, designed to encourage spending money at small, locally-owned businesses that have been adversely affected due to COVID-19, and ratify the same.

2. Appropriate \$500,000.00 to Account No. 101-4240-785, Assistance Program to fund the programs authorized under the Shop Lancaster Holiday Program.

Under the authority of the local Emergency Declaration, the City Manager authorized the creation of the Shop More in Lancaster Holiday Program as described in detail on the staff report beginning on December 1, 2021. The Program aims to encourage patronization of the locally-owned businesses within the community during and shortly after the winter holiday season to help ensure their long-term vitality.

HOUSING AUTHORITY - CONSENT CALENDAR

HA CC 1.Two Amended and Restated Subordination Agreements in Connection with the Construction of Kensington Campus

Recommendation:

1. Approve a Subordination Agreement and an Amended and Restated Subordination Agreement, per Los Angeles County Development Authority (LACDA)

2. Approve an Amended and Restated Subordination Agreement, per California Bank and Trust.

California Bank and Trust is requesting an Amended and Restated Subordination Agreement to subordinate the City’s loan to the other Senior Lender’s (California Bank and Trust) loan. Subordinations of smaller loans, such as the City’s, are standard for projects such as this, and have been granted for previous phases of Kensington Campus. The Housing Authority approvals will also allow No More Lemons, LP to proceed with the conversion of their construction loan to permanent financing.

HA CC 2.Housing Successor Annual Report Regarding the Low- and Moderate- Income Housing Asset Fund

Recommendation:

Authorize submittal of the Housing Successor 2020-2021 Annual Report to the California Department of Housing and Community Development.

California law requires Housing Successor Agencies to conduct an independent financial audit of their housing activities associated with the assumed assets and functions of the Former Agency. California law also requires that Housing Successor Agencies prepare an Annual Report for each fiscal year, and that such reports be presented to the governing body within six months after the end of each fiscal year. The required Report is attached and includes all of the sections required by California law. Additionally, as required, if this Report is received and filed by the Lancaster Housing Authority, it will be posted on the City's website no later than December 30, 2021.

HA CC 3. Purchase and Sale Agreement with L Street Properties, LLC

Recommendation:

1. Approve the purchase of an approximately 45.75-acre portion of APN 3128-004-023 for the appraised value of \$4.92 per square-foot from L Street Properties, LLC.
2. Authorize the City Manager or his designee to negotiate and finalize the size and, by extension, price of the newly created parcel.
3. Authorize the City Manager or his designee, with the concurrence of the City Attorney, to negotiate, finalize and execute the Purchase and Sale Agreement and all related documents

Through community and employer input, the concept of Parkway Village was born. An approximately 400-acre infill opportunity located in the center of our City, adjacent to Sgt. Steve Owen Memorial Park and roughly bounded by Avenues K, Avenue L, 10th Street West and Sierra Highway, Parkway Village will be shaped into a vibrant mixed-use neighborhood that provides everything the top talent of today and tomorrow is looking for. These amenities include a wide variety of housing stock, from single-family homes to townhomes and apartments; walkability to shopping, dining, and entertainment; recreational opportunities such as green space and walking paths; and much more. Parkway Village would also feature the latest in smart city technology, designed to ensure optimal convenience, safety and connectivity.

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 City Council/Successor Agency/Financing/Power/California Choice Energy Authority Regular Meeting Minutes of November 9, 2021.
- CC 3.** Check Registers – October 24, 2021 through November 27, 2021

Recommendation(s):

Approve the Check and Wire Registers for October 24, 2021 through November 27, 2021 in the amount of \$12,847,526.69 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 4. Monthly Report of Investments – October 2021

Recommendation(s):

Accept and approve the October 2021 Monthly Report of Investments as submitted.

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

CC 5. City Council Meeting Schedule

Recommendation(s):

Adopt **Resolution No. 21-60**, repealing Resolution No. 15-67 and establishing the meeting day and time of the Lancaster City Council.

Staff recommends adopting this Resolution to change the meeting day and time to avoid placing these items before Council each year. A special meeting of the City Council may be called at any time by the Mayor, or by three members of the City Council, as established in the Ralph M. Brown Act.

CC 6. Resolution No. 21-62 Proclaiming a Local Emergency, Ratifying the Proclamation of a State Emergency by Executive Orders N-25-20, N-29-20 and N-35-20, and Authorizing Remote Teleconference Meetings for a Thirty (30) day period Pursuant to Brown Act Provisions

Recommendation(s):

That the City Council approve **Resolution 21-62**, proclaiming a local emergency, ratifying the proclamation of a state of emergency by Executive Orders N-25-20, N-29-20 and N-35-20, and authorizing remote teleconference meetings for a thirty (30) day period pursuant to Brown Act provisions.

The proposed resolution would make the findings required by AB 361 in order to allow the City of Lancaster to continue to make remote attendance available to its legislative bodies and the public if and to the extent needed.

CC 7. Approval of Purchase for PB Loader Truck and Patcher Box

Recommendation(s):

Approval purchase of PB Loader and Patcher Box to enable Public Works Maintenance crews to more efficiently and effectively maintain the roads in the City.

PB Loader was awarded contract number 080521-PBL by Sourcewell Cooperative Purchasing (formerly National Joint Powers Alliance). Bid documents meet all State and City requirements for competitive procurement. A copy of the contract is on file in the City's Purchasing Office.

CC 8. Agreement for Condemnation Proceedings Tract No. 61041 Location: Avenue L & 57th Street West APN No. 3204-006-080

Recommendation(s):

Approve an agreement with KB HOME Greater Los Angeles Inc., a California corporation, the developer of Tract No. 61041, to provide needed right-of-way for required street improvements for the tract through condemnation proceedings.

The developer has been required to provide street right-of-way and improvements as shown on Exhibit "A". The developer has indicated to staff that he has been unable to negotiate the acquisition. The Subdivision Map ("Act") allows the City to use its power of condemnation whenever a subdivider is conditioned to make certain improvements on property he/she does not own and is unable to secure the necessary easements. The Act permits the City to require that the developer pay the cost of acquiring the offsite property.

CC 9. Task Order for Multi-Year Professional Services (Service Group Category 1 -Construction Management and Inspection) for PWCP 21-011 for SR 138 (SR-14) / Avenue K Interchange Improvements, Phase I Recycled Water Line

Recommendation(s):

Approve Task Order No. 1 with DMR Team, Inc., of Chatsworth, California, for construction management services, in accordance with the Multi-Year Professional Services Agreement, for On-Call Construction Management and Inspection Services in the amount of \$271,805.00 with a 10% contingency; and authorize the City Manager, or his designee, to sign all documents.

On July 27, 2021, Council approved Award of Bid for PWCP 21-011, Avenue K Interchange Improvements, Phase I Recycled Water Line. This project is for construction of a recycled water line on Avenue K, from 10th Street West to 15th Street West, to provide recycled water to the interchange landscaping prior to rehabilitation of the interchange pavement. This project requires construction management services from a professional consulting firm to support the Capital Improvement Program and division operations. The construction management services are expected to take approximately 6 months for 100 calendar days of construction, and before and after construction tasks.

CC 10. Grant Agreement with the Department of Housing & Urban Development (HUD) for Home American Rescue Plan Funds (HOME-ARP)

Recommendation(s):

1. Authorize the City Manager or his designee to sign the 2021 HOME Investment Partnerships-American Rescue Plan (HOME-ARP) Grant Agreement with HUD.

2. Appropriate HOME-ARP funds in the amount of \$2,450,524.00 to Account No. 399-4792-700, for expenditure in accordance with the HOME-ARP Program.

3. Authorize the City Manager or his designee to enter into contracts to administer and implement the HOME-ARP program, in a form approved by the City Attorney.

4. Authorize the City Manager or his designee to proceed with next steps to create a HOME Allocation Plan and an amendment to the City 2021-2022 CDBG/HOME Annual Action Plan.

The City of Lancaster qualified for an annual HOME Program allocation for Fiscal Year (FY) 2021; thus, the City also received an allocation of HOME-ARP funds as part of the American Rescue Plan Act of 2021 in the amount of \$2,450,524.00. HOME-ARP funds must be used for individual or families from the following qualifying populations: homeless; at-risk of homelessness; fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; other populations where providing assistance would prevent the family's homelessness or would serve those with the greatest risk of housing instability; and veterans and families that include a veteran family members that meet one of the preceding criteria.

CC 11. First Amendment to the Master Agreement Regarding Public and Private Partnership with SG H2 Lancaster Project Company, LLC and SG H2 Lancaster Holding Company, LLC

Recommendation(s):

1. Approve the proposed First Amendment to the Master Agreement Regarding Public and Private Partnership with SG H2 Lancaster Project Company, LLC and SG H2 Lancaster Holding Company, LLC, dated April 12, 2021.

2. Authorize the City Manager or his designee to finalize and execute all related documents.

The proposed amendment would allow for a revised structure to the City's equity position in the company. Specifically, this change would delay the issuance of the City's equity for a five-year period. This structure would allow SG H2 to utilize additional financing mechanisms solely available to projects which are exclusively owned by private-sector parties.

CC 12. Reimbursement Agreement with TRU 2005 RE I LLC

Recommendation(s):

1. Authorize the City Manager or his designee to enter into a reimbursement agreement with TRU 2005 RE I LLC for the installation of certain public improvements, including a traffic signal, adjacent to the former Toys "R" Us center on the northeast corner of Avenue K and 15th Street West.

2. Authorize the City Manager or his designee, with the concurrence of the City Attorney, to negotiate, finalize and execute the Reimbursement Agreement and all related documents.

Since the closure of Toys "R" Us in 2018, staff has been collaborating with the development team responsible for Toys "R" Us' former assets to redevelop the site. Located on Avenue K and 15th Street West just off the 14 Freeway, the site is a key intersection and point of entry to the City of Lancaster. Staff has communicated both the importance of the site and the City's desire to see new tenants not currently present in the Lancaster market. The developer has worked to meet this goal, securing leases and letters of intent from tenants that have long been requested by area residents.

CC 13. Acceptance of Public Works Construction Project No. 17-013 – Avenue I and 60th Street West Intersection Improvements, HSIPL-5419(056)

Recommendation(s):

Accept the work constructed by California Professional Engineering, Inc., for Public Works Construction Project No. 17-013, Avenue I and 60th Street West Intersection Improvements, HSIPL-5419(056) and direct the City Clerk to file the Notice of Completion for the project. Retention on this project shall be disbursed in accordance with California Contract Code.

This project located at the intersection of Avenue I and 60th Street West included modification of an existing traffic signal to provide east/west protected left-turn phasing, installation of advance signal ahead signs and flashing LED sign assemblies, and installation of advanced street surface warning devices to improve the safety at the intersection.

CC 14. Approval of the ESRI Small Government Enterprise Agreement

Recommendation(s):

A. Approve the purchase of Environmental Systems Research Institute (ESRI) Small Government Enterprise Agreement (SGEA) for Geographic Information Systems software licensing.

B. Appropriate funds from fund balance account 101-2900-000 in the amount of \$110,000.00 to cover Year 1 costs as described in the agreement.

C. Authorize the City Manager or designee to execute all contracts and associated documents, subject to City Attorney approval.

ESRI's Small Government ELA will provide the City with numerous benefits that outweigh the fiscal impact. The increase in user access will allow the City's Finance and Information Technology Department to design and implement new solutions to solve departmental pain points, while at the same time increasing the usability of software already deployed within the organization. Advanced analytical capabilities and collaboration tools that were previously out of reach or cost-prohibitive will be easily accessed through ESRI's SGA technology platform, and the City will receive enhancements and new functionality to that platform over time.

CC 15. Award Operating Agreement for the Management of Zelda's 750 West and Lancaster Performing Arts Center East End Concessions

Recommendation(s):

Award Operating Agreement for Zelda's 750 West and Lancaster Performing Arts Center (LPAC) East End Concessions to Fusion Food Concepts.

Zelda's 750 West, a 1920s/1930s themed speakeasy bar and lounge and East End Concessions are located at the Lancaster Performing Arts Center (LPAC). The Lancaster Performing Arts Center (LPAC) was closed on Thursday, March 12, 2020, due to the COVID-19 Pandemic. During this period the prior operating agreement expired on June 30, 2020 and was not renewed.

CC 16. Amending Classifications Schedule for Represented and Non-Represented Full Time and Temporary Employees of the City and Approval of Extension of the Memorandum of

Understanding between the City of Lancaster and Teamsters Local 911 and Approval of Extension of the Memorandum of Understanding between the City of Lancaster and Lancaster Code Enforcement Association

Recommendation(s):

1. Adopt **Resolution No. 21-63**, a resolution approving the extension of the Memorandum of Understanding between the City of Lancaster and Lancaster Code Enforcement Association (January 1, 2019 through December 31, 2021) until the union membership ratifies the new Memorandum of Understanding.
- 2 Adopt **Resolution No. 21-64**, a resolution approving the extension of the Memorandum of Understanding between the City of Lancaster and Teamsters Local 911 on (January 1, 2019 through December 31, 2021) until the union membership ratifies the new Memorandum of Understanding.
3. Adopt **Resolution No. 21-65**, amending Resolution 14-64, establishing a compensation schedule for various classifications of full time represented and non-represented employees of the City of Lancaster.

The City of Lancaster drafted several resolutions to reflect the extending the Memorandum of Understanding between The City of Lancaster and Teamsters Local 911 along with the Lancaster Code Enforcement Association. Also for consideration is approval of the amended compensation schedule.

CC 17. Purchase and Sale Agreement with L Street Properties, LLC

Recommendation(s):

1. Approve a Purchase and Sale Agreement with L Street Properties, LLC for the purchase of an approximately 45.75-acre portion of APN 3128-004-023 for the appraised value of \$4.92 per square-foot.
2. Authorize the City Manager or his designee to negotiate and finalize the size and, by extension, price of the newly created parcel.
3. Authorize the City Manager or his designee to finalize and execute all related documents.

Through community and employer input, the concept of Parkway Village was born. An approximately 400-acre infill opportunity located in the center of our City, adjacent to Sgt. Steve Owen Memorial Park and roughly bounded by Avenues K, Avenue L, 10th Street West and Sierra Highway, Parkway Village will be shaped into a vibrant mixed-use neighborhood that provides everything the top talent of today and tomorrow is looking for. These amenities include a wide variety of housing stock, from single-family homes to townhomes and apartments; walkability to shopping, dining, and entertainment; recreational opportunities such as green space and walking paths; and much more. Parkway Village would also feature the latest in smart city technology, designed to ensure optimal convenience, safety and connectivity.

PUBLIC HEARING

PH 1. Adoption of an Urgency Ordinance Adding Chapter 16.17 and Section 17.08.100 to the City Municipal Code to Regulate Urban Lot Splits and Two-unit Projects Under SB 9; and Finding the Action to be Exempt from CEQA

Recommendation:

Introduce and adopt **Urgency Ordinance No. 1087**, adding Chapter 16.17 and Section 17.08.100 to the Lancaster Municipal Code to regulate urban lot splits and two-unit projects under SB 9, and determining the Ordinance to be exempt from CEQA

On September 16, 2021, Governor Newsom signed Senate Bill 9 (SB 9) into law, substantially altering low-density, single-family zoning throughout the state, and is scheduled to become effective on January 1, 2022. The most significant component of this bill is that it requires cities to ministerially approve (i.e., without discretionary review, conditions or a hearing) the following: 1. Allow any lot in a single-family residential zone to be split, roughly into halves, with resulting lots as small as 1,200 square feet; and 2. Allow any lot in a single-family residential zone to be developed with up to two single-family primary dwellings. Although the new law supersedes varying regulations regarding subdivision and development standards, SB 9 preserves some authority for local agencies to enact regulations through the adoption of new objective subdivision and zoning regulations. SB 9 allows cities to impose objective zoning, subdivision, and design standards (collectively “objective development standards”) on covered lot splits and two-unit projects. An objective standard is a regulation that does not involve personal or subjective judgment, and that is verifiable by reference to an external and uniform benchmark or criterion (e.g., a height limit).

NEW BUSINESS

NB1. “Stand Strong” Youth Sports Loan Program

Recommendation:

1. Approve the “Stand Strong” Youth Sports Loan Program to aid local non-profit youth sports organizations that have been negatively impacted by the COVID-19 pandemic.
2. Appropriate \$250,000.00 to Account No. 101-4431-308, Youth Sports Loan Program to fund the “Stand Strong” Youth Sports Loan Program.
3. Authorize the City Manager, or his designee, to finalize and execute all documents related to the issuance of loans to qualifying youth sports organizations up to \$250,000.00.

The COVID-19 pandemic has had devastating impacts on the entire community, including local youth sports groups and their members. The local youth sports teams were shuttered for months and when allowed to reopen were required to follow rigid guidelines and a vigorous testing schedule. As a result, many youth sports programs have seen a decline in enrollment of community youths. Enrollment in the local youth programs is not only vital to the prosperity of the local youth sports organizations, but also to the health and well-being of the youth in our community. Through this loan program, the City hopes to provide meaningful assistance to the City’s local youth sports teams and organizations.

COUNCIL AGENDA

- CA 1.** Discussion and possible nominations/appointments/re-appointments to the following Boards and Commissions: Antelope Valley Fair Board, Architectural & Design Commission, Criminal Justice Commission, Healthy Community Commission, Homeless Impact Commission, Lancaster Housing Authority, Measure LC Oversight Committee, Planning Commission, Social Equity Commission.
- CA 2.** Consideration and Discussion of Resolution to Submit Ballot Measure to Voters at the General Municipal Election Held on April 12, 2022.

Recommendation:

Adopt **Resolution No. 21-66** approving the submission of measure to the voters at the general municipal election on April 12, 2022 to adopt an ordinance in response to increasing public health and safety concerns to impose an administrative fine for loitering or camping within 500 feet of sensitive uses such as schools, churches, daycares, parks and libraries.

COUNCIL REPORTS

- CR1.** Summary of the November 23, 2021, Board of Directors Meeting for the Antelope Valley Transit Authority (AVTA)
- CR2.** Council Reports

CALIFORNIA CHOICE ENERGY AUTHORITY

No action required at this time.

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

LANCASTER SUCCESSOR AGENCY

No action required at this time.

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

CITY CLERK/AGENCY/AUTHORITY SECRETARY ANNOUNCEMENT

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

This portion of the agenda allows an individual the opportunity to address the Legislative Bodies on any item ***NOT ON THE AGENDA*** regarding City/Agency/Authority business and speaker cards must be submitted ***prior*** to the beginning of this portion of the Agenda. Please complete a speaker card for the City Clerk/Agency/Authority Secretary and identify the subject you would like to address. We respectfully request that you fill the cards out completely and print as clearly as possible. Following this procedure will allow for a smooth and timely process for the meeting and we appreciate your cooperation.

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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. 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

5. Ramos v Patino, LASC Case No. MC027974
6. Lozoya v. City of Lancaster, LASC Case No. 19AVCV00714
7. Johnson v. City of Lancaster, LASC Case No. 19AVCV00824
8. Rahier v. City of Lancaster, LASC Case No. 19AVCV00163
9. Brisa Mahoney, et al. v. City of Lancaster, et al., LASC Case No. 20STCV02556
10. Conference with Real Property Negotiators:
Property: APNs 3124-012-008&009
City negotiators: Mike Livingston, Allison Burns
Negotiating parties: Ann Hiramoto; Tina Yoke
Under negotiation: price and terms of payment
11. Manzo v. Beazer Homes Holdings, LLC et al., LASC Case No. 20AVCV00297
12. Hernandez v. County of Los Angeles, et al., LASC Case No. 20AVCV00318
13. Romines v. City of Lancaster, et al., LASC Case No. 20AVCV00345
14. Moujan v. City of Lancaster et al., LASC Case No. 20AVCV00205
15. Davis v. State of California, LASC Case No. 19AVCV00805
16. Lancaster v. Netflix, et al., LASC 21STCV01881
17. Butts v. Lancaster, LASC 21STCP00389
18. Lancaster v. Rives
19. Myesha Lopez, et al. v. County of Los Angeles, et al. CDCA Case No. 5:21-cv-00290-JGB(SHKx)
20. Ortiz v. Lancaster, LASC Case No. 21AVCV00001
21. Aijala v. Lancaster, LASC Case No. 21STCV07841
22. Gardner v. Dominoids, LASC Case No. 21AVCV00186
23. Evans v. Lancaster, LASC Case No. 21AVCV00145
24. Bojorquez v. Lancaster, LASC Case No. 20AVCV00894
25. Arkey v. Lancaster, LASC Case No. 20AVCV00816
26. Perez v. Lancaster, LASC Case No. 20AVCV00589

ADJOURNMENT

Next Regular Meeting:

January 11, 2022 at 5:00 PM

MEETING ASSISTANCE INFORMATION

In compliance with the Americans with Disabilities Act and Government Code section 54953(e), 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@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 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

ED 2
12/14/2021
JC

Date: December 14, 2021

To: Mayor Parris and City Council Members

From: Andrea Alexander, City Clerk

Subject: Resolution Confirming the Continued Existence of a Local Emergency

Recommendation:

Adopt **Resolution No. 21-61** , a resolution of the City Council of the City of Lancaster, California, confirming the continued existence of a local emergency in the City of Lancaster, California

Fiscal Impact:

Staff will return to Council with future revenue, expense, or cost reimbursement appropriations recommendations.

Background:

On January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization (“WHO”) declared the COVID-19 outbreak a public health emergency of international concern, and subsequently characterized COVID-19 as a pandemic. The United States Health and Human Services Secretary declared a public health emergency related to the COVID-19 outbreak on January 31, 2020. On March 4, 2020, the Governor of California declared a state of emergency related to the COVID-19 outbreak. The Los Angeles County Board of Supervisors and the Los Angeles County Department of Public Health declared a local and public health emergency related to the COVID-19 outbreak on March 4, 2020. The President of the United States declared a national emergency resulting from the COVID-19 outbreak on March 13, 2020.

On March 17, 2020, the City Council affirmed and ratified a Proclamation of the existence of a local emergency resulting from the COVID-19 pandemic.

The State and Los Angeles County Health Officers issued orders intended to help prevent the spread of COVID-19, including mandating people to stay home except as needed to perform essential services, ordering businesses deemed non-essential to close, and requiring the wearing of face masks. On May 26, July 14, September 8, October 27, and December 8, 2020, and again on January 26, March 23, May 25, July 27, and September 28, 2021 the City Council adopted

Resolutions 20-17, 20-37, 20-46, 20-54, 20-62, 21-01, 21-13, 21-25, 21-45 and 21-50, respectively, which confirmed the continued existence of a local emergency.

The number of COVID-19 cases in Los Angeles County recently surged with the appearance of the Delta variant. The County has also reported cases of the new omicron variant. The percentage of residents in the Antelope Valley who have received vaccinations has still not yet reached a level that is expected to create “herd immunity,” and as a result, the local public health emergency caused by the COVID-19 pandemic remains in effect, and the virus and its variants continue to pose a threat to the health and safety of residents in the City of Lancaster.

Staff recommends that City Council adopt **Resolution No. 21-61** , to again confirm the continued existence of the local emergency, as required by the California Emergency Services Act (the “Act,” set forth at Cal. Gov’t. Code §§8550-8668), and, in accordance with the Act, to regularly review the need for continuing the local emergency.

Attachment:
Resolution 21-61

RESOLUTION NO. 21-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, CONFIRMING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY IN THE CITY OF LANCASTER, CALIFORNIA

WHEREAS, the California Emergency Services Act (Cal. Gov't. Code §§8550-8668) requires the governing body of a city to review the need for continuing a local emergency that has previously been declared; and

WHEREAS, on March 17, 2020, the Lancaster City Council ratified a proclamation declaring the existence of a local emergency resulting from the COVID-19 pandemic; and

WHEREAS, on May 26, 2020, the Lancaster City Council adopted Resolution No. 20-17, which confirmed the continued existence of a local emergency; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 20-37, which again confirmed the continued existence of a local emergency; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 20-46, which again confirmed the continued existence of a local emergency; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 20-54, which again confirmed the continued existence of a local emergency; and

WHEREAS, on December 8, 2020, the City Council adopted Resolution No. 20-62, which again confirmed the continued existence of a local emergency; and

WHEREAS, on January 26, 2021, the City Council adopted Resolution No. 21-01, which again confirmed the continued existence of a local emergency; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 21-13, which again confirmed the continued existence of a local emergency; and

WHEREAS, on May 25, 2021, the City Council adopted Resolution No. 21-25, which again confirmed the continued existence of a local emergency; and

WHEREAS, on July 27, 2021, the City Council adopted Resolution No. 21-45, which again confirmed the continued existence of a local emergency; and

WHEREAS, on September 28, 2021, the City Council adopted Resolution No. 21-50, which again confirmed the continued existence of a local emergency; and

WHEREAS, the national and local public health emergency resulting from the COVID-19 pandemic remains in effect; and

WHEREAS, until such time as the majority of the residents in the Antelope Valley obtain a vaccination, the virus and its variants continue to pose a threat to the health and safety of residents in the City of Lancaster.

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

Section 1. The City Council of the City of Lancaster, California hereby finds and declares that the local emergency continues to exist, and shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Lancaster, California.

PASSED, APPROVED AND ADOPTED this 14th day of December, 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 RESOLUTION
CITY COUNCIL

I, _____, _____, City of Lancaster, CA. do hereby certify that this is a true and correct copy of the original Resolution No. 21-61, for which the original is on file in my office.

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

(seal)

STAFF REPORT
City of Lancaster

ED NB 1
12/14/2021
JC

Date: December 14, 2021

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services
Chenin Dow, Senior Manager – Economic Development
Sydney Yeseta, Assistant Manager – Economic Development

Subject: **Shop More in Lancaster Holiday Program**

Recommendations:

1. Review emergency actions taken by the City Manager regarding establishing a Shop More in Lancaster Holiday Program and all associated campaigns, designed to encourage spending money at small, locally-owned businesses that have been adversely affected due to COVID-19, and ratify the same.
2. Appropriate \$500,000.00 to Account No. 101-4431-307, Assistance Program to fund the programs authorized under the Shop More in Lancaster Holiday Program.

Fiscal Impact:

Up to \$500,000.00. Appropriate \$500, 000.00 from 101-2900-000 to 101-4431-307.

Background:

Since the first business closures and limitations by the Los Angeles County Department of Public Health and the State of California began in March 2020 in response to COVID-19, small businesses have experienced considerable hardship. Many small, locally-owned businesses have shifted their business models to be able to remain open, despite the limitations put on their businesses.

Small, locally-owned businesses help shape the character of the community. These businesses play an important role in our community, serving as gathering places, tourist destinations, entertainment venues and places to celebrate. They also serve as a key economic driver, creating a significant number of jobs and sales tax revenue for our local economy.

Under the authority of the local Emergency Declaration, the City Manager authorized the creation of the Shop More in Lancaster Holiday Program as described in detail below beginning on December 1, 2021. The Program aims to encourage patronization of the locally-owned

businesses within the community during and shortly after the winter holiday season to help ensure their long-term vitality.

Modeled after the successful Takeout and Chill program launched last year, the City will distribute cards valued at \$20.00 to community members at various events within the City. Businesses will sign-up with the City to verify eligibility and be listed on the online directory of participating businesses. Cards will be valid at all qualified businesses through February 28, 2022.

To be eligible to participate in the Shop More in Lancaster Holiday Program, a business must meet the following criteria:

- Be an independently, locally-owned business
- Have a brick-and-mortar store located in the Lancaster City limits
- Have annual gross revenues that do not exceed \$3.5 million
- No member of the governing body, review committee, or any other official, employee, or agent of the City, or their immediate family members, are eligible for financial assistance under this program

The following businesses are not eligible to participate in the program: smoke shops/cigarette stores, hookah lounges, pawnshops, payday lenders, liquor stores, adult entertainment enterprises, massage establishments, gambling establishments, food trucks, fast-food restaurants, and home-based businesses.

The City's Communications team will also be highlighting the campaign and participating businesses on the City's social media accounts throughout the program to encourage patronizing local businesses.

Through the Shop More in Lancaster Holiday Program, the City aims to protect and preserve our vital small business community despite the devastating toll the COVID-19 pandemic has had on their livelihood.

SY/sk

STAFF REPORT
Lancaster Housing Authority

HA CC 1
12/14/2021
JC

Date: December 14, 2021

To: Chair Szeto and Authority Members

From: Jeff Hogan, Senior Director - Development Services
Chenin Dow, Senior Manager – Real Estate & Economic Development
Christopher Aune, Housing Manager – Real Estate & Economic Development

Subject: **Two Amended and Restated Subordination Agreements in Connection with the Construction of Kensington Campus**

Recommendations:

1. Approve a Subordination Agreement and an Amended and Restated Subordination Agreement, per Los Angeles County Development Authority (LACDA).
2. Approve an Amended and Restated Subordination Agreement, per California Bank and Trust.
3. Authorize the Executive Director or his designee to finalize and execute all related documents.

Fiscal Impact:

None. Neither the City nor the Lancaster Housing Authority is a party to the private conventional financing being obtained in connection with the Kensington Project, is obligated to repay the loan or is pledging or otherwise committing any of the City's or Authority's revenue or other assets to secure repayment of the private conventional loan.

Background:

On November 20, 2020, the Housing Authority members approved a Loan Agreement with No More Lemons, LP that provided \$436,505.00 in funding toward the final phase of the Kensington Campus project, equivalent to the amount of development impact fees due. This mirrored previous phases; all impact fees for the project have been either waived or provided via loan agreements such as this.

The funds were sourced from the Housing Authority's Low- and Moderate-Income Housing Fund. State law requires that at least 30% of these funds be spent on development of rental

housing affordable to and occupied by households earning 30% or less of area median income. Kensington Campus qualifies; thus, this expenditure assisted the Authority not only in providing much-needed housing for Lancaster's homeless population, but also in meeting the obligations associated with this funding.

On April 15, 2020, the Los Angeles County Development Authority (LACDA) and No More Lemons, LP entered into and executed a loan agreement for a loan under the No Place Like Home loan program to be used in connection with the development of Kensington Campus.

The Los Angeles County Development Authority (LACDA) is requesting a Subordination Agreement to subordinate the lien position of the City's loan to the Senior Lender's (LACDA) loan, and an Amended and Restated Subordination Agreement to subordinate the City's loan documents to the Senior Lender's (LACDA) No Place Like Home Regulation Agreement, per the California Department of Housing and Community Development.

California Bank and Trust is requesting an Amended and Restated Subordination Agreement to subordinate the City's loan to the other Senior Lender's (California Bank and Trust) loan.

Subordinations of smaller loans, such as the City's, are standard for projects such as this, and have been granted for previous phases of Kensington Campus. The Housing Authority approvals will also allow No More Lemons, LP to proceed with the conversion of their construction loan to permanent financing.

CA/sk

Attachments:

Subordination Agreement – LACDA

Amended and Restated Subordination Agreement – LACDA

Amended and Restated Subordination Agreement – California Bank & Trust loan

OFFICIAL BUSINESS

Document entitled to free
recording per Govt. Code
Sections 27383 and 27388.1

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

LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY
700 West Main Street
Alhambra, CA 91801
Attn.: Director of Housing
Investment & Finance

Space Above for Recorder's Use

SUBORDINATION AGREEMENT
Project Name: Kensington Homes
(SUBORDINATE LENDER)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF A LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT

THIS SUBORDINATION AGREEMENT (this "**Agreement**") dated as of _____, 20__ is made among (i) the LOS ANGELES COUNTY DEVELOPMENT AUTHORITY, a public body corporate and politic ("**Senior Lender**"), (ii) the LANCASTER HOUSING AUTHORITY, a public body, corporate and politic, ("**Subordinate Lender**"), and (iii) NO MORE LEMONS, LP, a California limited partnership ("**Borrower**").

Recitals

A. Borrower is developing that certain affordable housing project at the Property (as hereinafter defined), including the construction of approximately fifty-one (51) residential units.

B. Borrower has applied to Senior Lender for a loan under the No Place Like Home loan program in the maximum principal amount of TEN MILLION DOLLARS (\$10,000,000.00) (as amended from time to time, the "**Senior Loan**") to be used in connection with the development of the Property, as evidenced by that certain promissory note in the original principal amount of up to TEN MILLION DOLLARS (\$10,000,000.00) made by Borrower to Senior Lender (the "**Senior Note**"), and as described in more detail in that certain Loan Agreement, dated as of April 15, 2020, between Borrower and Senior Lender (the "**Senior Loan Agreement**").

C. The Senior Loan is secured by, among other things, that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated on or about the date hereof,

and recorded in the Official Records (as hereinafter defined) with regard to the Property (the “**Senior Deed of Trust**”).

D. In connection with and as a condition to the Senior Loan, Borrower and Senior Lender entered into the that certain NPLH Regulatory Agreement, dated as of April 15, 2020, and recorded in the Official Records with respect to the Property as Instrument No. 20200472318 (the “**Senior Regulatory Agreement**”), which imposes certain use restrictions, covenants, terms and conditions with regard to the No Place Like Home assisted units located at the Property.

E. Subordinate Lender has provided a loan to Borrower in the original principal amount of FOUR HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED AND FIVE DOLLARS (\$436,505.00) (the “**Subordinate Loan**”), which Subordinate Loan is evidenced by a certain promissory note dated February 23, 2021 made by Borrower to Subordinate Lender (the “**Subordinate Note**”), and secured by the Subordinate Deed of Trust (as hereinafter defined) encumbering the Property, and advanced to Borrower pursuant to that certain Loan Agreement dated as of February 23, 2021 between Borrower and Subordinate Lender (the “**Subordinate Loan Agreement**”).

F. In connection with and as a condition to the Subordinate Loan, Borrower and Subordinate Lender have entered into that certain Residential Declaration of Conditions, Covenants and Restrictions and Regulatory Agreement, dated as of February 23, 2021, which imposes certain affordable housing related use restrictions, covenants, terms and conditions with regard to the Property (the “**Subordinate Regulatory Agreement**”).

G. As a condition to the making of the Senior Loan and Subordinate Loan, Senior Lender and Subordinate Lender require the execution delivery, and recordation of this Agreement.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which is acknowledged, the Senior Lender, the Subordinate Lender, and the Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

“**Affiliate**” means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term “control” for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

“**Borrower**” means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Senior Lender) who acquires title to the Property after the date of this Agreement.

“**Business Day**” means any day other than Saturday, Sunday or federal or state holidays on which the federal or California chartered banks are closed to the general public.

“**Default Notice**” means: (a) a copy of the written notice from the Senior Lender to the Borrower stating that a Senior Loan Default has occurred under the Senior Loan; or (b) a copy of the written notice from the Subordinate Lender to the Borrower stating that a Subordinate Loan Default has occurred under the Subordinate Loan. Each Default Notice shall specify the default upon which such Default Notice is based.

“**Official Records**” means the Official Records, Recorder’s Office, Los Angeles County, California.

“**Person**” means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

“**Property**” means (i) the land and improvements known or to be known and now or hereafter located at 45248 W. 32nd Street, Lancaster, CA 93536, County of Los Angeles, State of California, which Property is more particularly described on Exhibit A attached hereto, and (ii) Borrower’s interest in all furniture, fixtures and equipment located at such land and other property rights, accounts, deposits and rights and interests of Borrower encumbered by the Senior Deed of Trust and/or the other Senior Loan Documents.

“**Senior Lender**” means the Person named as Senior Lender in the first paragraph on page 1 of this Agreement. When any other Person becomes the legal holder of the Senior Note, such other Person shall automatically become the Senior Lender pursuant to the Senior Loan Agreement.

“**Senior Loan Default**” means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the Senior Loan Documents to be performed or observed by it.

“**Senior Loan Documents**” means the Senior Note, Senior Loan Agreement, Senior Deed of Trust, Senior Regulatory Agreement and all other documents evidencing, securing or otherwise executed and delivered in connection with the Senior Loan copies of which have been provided to Borrower and Subordinate Lender, as same may be amended, modified, restated, replaced or supplemented from time to time as provided in this Agreement.

“**Senior Regulatory Agreement**” is defined in the Above Recitals.

“**Subordinate Deed of Trust**” means the mortgage or deed of trust encumbering the Property as security for the Subordinate Loan, which the Subordinate Lender will record in the Official Records with regard to the Property concurrently with this Agreement.

“**Subordinate Lender**” means the Person named as Subordinate Lender in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

“Subordinate Loan Default” means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it.

“Subordinate Loan Documents” means the Subordinate Loan Agreement, Subordinate Note, Subordinate Deed of Trust, Subordinate Regulatory Agreement and all other documents and/or agreements evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan each as amended, modified, restated, replaced or supplemented from time to time.

“Subordinate Note” is defined in the above Recitals.

“Subordinate Regulatory Agreement” is defined in the above Recitals.

2. Permission to Place Mortgage Lien Against the Property.

The Senior Lender agrees, notwithstanding any prohibition against inferior liens on the Property contained in the Senior Loan Documents, if any, and subject to the provisions of this Agreement, to permit the Subordinate Lender to record the Subordinate Deed of Trust and other recordable Subordinate Loan Documents against the Property (which are subordinate in all respects to the lien, terms and conditions of the Senior Loan Documents) to secure the Borrower’s obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of the Borrower to the Subordinate Lender under and in connection with the Subordinate Loan.

3. Representations and Warranties.

(a) **Representations, Warranties and Covenants of Borrower.** The Borrower makes the following representations and warranties to the Senior Lender and Subordinate Lender:

(i) **Defaults.** Borrower is not in default under any of the provisions of the Senior Loan Documents or the Subordinate Loan Documents. To the best of its knowledge, no event or circumstance exists which with the passage of time, giving of notice or both would result in a default under the Senior Loan Documents or the Subordinate Loan Documents. To the best of Borrower’s knowledge neither the Senior Lender nor the Subordinate Lender are in default under the provisions of their respective loan documents.

(ii) **Relationship of Borrower to Lenders.** Neither the Senior Lender nor the Subordinate Lender is an Affiliate of the Borrower.

(iii) **Senior Loan Documents.** The executed Senior Loan Documents are in the same forms as those submitted to, and approved by, Subordinate Lender prior to the date of this Agreement. Upon the full execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender a copy of each of the Senior Loan Documents, certified to be true, correct and complete.

(iv) **Subordinate Loan Documents.** The executed Subordinate Loan Documents are in the same forms as those submitted to, and approved by, Senior Lender prior to

the date of this Agreement. Upon the full execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender a copy of each of the Subordinate Loan Documents, certified to be true, correct and complete.

(b) **Representations and Warranties of Subordinate Lender.** The Subordinate Lender makes the following representations and warranties to the Senior Lender:

(i) **Defaults.** To its knowledge without any investigation, Subordinate Lender is not aware of any default by Borrower under the Subordinate Loan Documents or any event or circumstance existing which with the passage of time, giving of notice or both would result in a default under the Subordinate Loan Documents.

(ii) **Senior Loan Documents.** Subordinate Lender acknowledges that it has received and, if required by the Subordinate Loan Documents, approved, the Senior Loan Documents.

(c) **Representations and Warranties of Senior Lender.** The Senior Lender makes the following representations and warranties to the Subordinate Lender:

(i) **Defaults.** To its knowledge without any investigation, Senior Lender is not aware of any default by Borrower under the Senior Loan Documents or any event or circumstance existing which with the passage of time, giving of notice or both would result in a default under the Senior Loan Documents.

(ii) **Subordinate Loan Documents.** Senior Lender acknowledges that it has received and, if required by the Senior Loan Documents, approved, the Subordinate Loan Documents.

4. Terms of Subordination

(a) **Agreement to Subordinate.** The Subordinate Lender and Borrower agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement to the prior payment in full of the indebtedness evidenced by the Senior Loan Documents, and (ii) the Subordinate Deed of Trust and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants, and conditions of the Senior Deed of Trust and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Deed of Trust and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the Senior Deed of Trust, curing defaults by the Borrower under the Senior Loan Documents, paying Senior Lender expenses related arising from the Senior Loan Documents, or for any other purpose expressly permitted by the Senior Loan Documents, (2) payment of real estate taxes, assessments or insurance premiums, (3) compliance with any applicable laws related to the Property or the project contemplated under the Senior Loan Documents or (4) constructing, renovating, leasing, repairing, furnishing, fixturing or equipping the Property).

(b) **Subordination of Subrogation Rights.** The Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower,

or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Property which (but for this subsection) would be senior to the lien of the Senior Deed of Trust, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Deed of Trust.

(c) **Payments before Senior Loan Default.** Notwithstanding Subsection (a) hereinabove, until the Subordinate Lender receives a Default Notice of a Senior Loan Default from the Senior Lender, the Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) **Payments after Senior Loan Default.** The Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Deed of Trust) without the Senior Lender's prior written consent. The Subordinate Lender agrees that, after it receives a Default Notice from the Senior Lender of the existence of a Senior Loan Default, Subordinate Lender shall not accept any further payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums to be paid with regard to the Subordinate Loan Documents), without the Senior Lender's prior written consent. If the Subordinate Lender receives written notice from the Senior Lender that the Senior Loan Default which gave rise to the Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended (the "**Cure Notice**") by the Senior Lender, the restrictions on payment to the Subordinate Lender in this Section 4(d) shall terminate until the issuance of another Default Notice. If Subordinate Lender is advised by Borrower that a given default which is the subject of a pending Default Notice has been cured, waived, or otherwise suspended and notifies Senior Lender then Senior Lender shall either give the Cure Notice or notify Subordinate Lender that such default has not been cured, waived, or otherwise suspended.

(e) **Remitting Subordinate Loan Payments to Senior Lender.** If, after the Subordinate Lender receives a Default Notice from the Senior Lender in accordance with subsection (d) above, the Subordinate Lender receives any payments under the Subordinate Loan Documents, the Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Senior Lender and unless the Senior Lender otherwise notifies the Subordinate Lender in writing, will be promptly remitted, in kind to the Senior Lender, properly endorsed to the Senior Lender, to be applied to the amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, the Borrower authorizes the Subordinate Lender to pay and endorse any such payments to the Senior Lender, and specifically waives any and all rights to have such payments returned to the Borrower. Payments received by the Subordinate Lender, and remitted to the Senior Lender under this Section 4, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to the Senior Lender waive any Subordinate Loan Default which may arise from the inability of the Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) **Agreement Not to Commence Bankruptcy Proceeding.** The Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings (“**Bankruptcy Proceeding**”) with respect to the Borrower. Further if a Bankruptcy Proceeding occurs, Subordinate Lender shall not take an adverse position with regard Senior Lender’s rights to payment of all amounts described in the Senior Loan Documents as well as the lien, terms and conditions, or other rights arising from the Senior Loan Documents. If any payments arising from the Senior Loan Documents made to Senior Lender are returned as a preference payment or otherwise the amounts returned by Senior Lender shall be deemed reinstated as amounts due under the Senior Loan Documents. Until Senior Lender has received payment of all amounts described in the Senior Loan Documents Subordinate Lender and amount received by Subordinate Lender in connection with the Bankruptcy Proceeding shall be paid and endorsed over to the Senior Lender.

(g) **Application Of Loan Proceeds.** The Senior Lender, in making disbursements of the Senior Loan pursuant to the Senior Loan Documents or any other agreement, is under no obligation or duty to, nor has the Senior Lender represented that it will, see to the application of such proceeds by the person or persons to whom the Senior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part.

5. Default Under Subordinate Loan Documents.

(a) **Notice of Default and Cure Rights.** The Subordinate Lender shall give to the Senior Lender a Default Notice within five Business Days in each case where the Subordinate Lender has given a Default Notice to the Borrower. The Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within 60 days following the receipt of such notice (which shall be actual receipt or the effective date of a notice given in accordance with Section 11 herein) provided, however, if the cure reasonably requires more then such 60-day period and provided Senior Lender has commenced such cure in the 60-day period and is diligently working on such cure, then Senior Lender shall have an additional cure period as reasonably determined by Subordinate Lender but not more than 60 additional days. However, a default in the payment of amounts due under the Subordinate Loan Documents may be limited to a cure period of 30 days from the receipt by Senior Lender of such Default Notice. The Subordinate Lender shall be entitled, during such Senior Lender cure period, to pursue its rights and remedies under the Subordinate Loan Documents except it shall not complete a foreclosure or deed in lieu of foreclosure or cause the appointment of a receiver for the Property or Borrower until Senior Lender’s cure period has expired. Amounts paid by the Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default may at Senior Lender’s discretion be added to the Senior Loan and secured by the lien of, the Senior Loan Documents. Subordinate Lender agrees to accept a cure of a Subordinate Loan default tendered by Senior Lender pursuant to this section. If the Subordinate Loan default is cured under this section Subordinate Lender agrees to withdraw any acceleration of the amounts due under the Subordinate Loan Documents.

6. RESERVED

7. Default Under Senior Loan Documents.

(a) **Notice of Default and Cure Rights.** The Senior Lender shall give to the Subordinate Lender a Default Notice within five Business Days in each case where the Senior Lender has given a Default Notice to the Borrower but Senior Lender shall have no liability to Borrower or Subordinate Lender if such notice is not timely given or received. The Subordinate Lender shall have the right, but not the obligation, to cure any Senior Loan Default within 60 days following the receipt of such notice (which shall be actual receipt or the effective date of a notice given in accordance with Section 11 herein) provided however, if the cure in the Senior Lender's reasonable determination requires more than such 60-day period and provided Subordinate Lender has commenced such cure in the 60-day period and is diligently working on such cure then Subordinate Lender shall have an additional cure period as reasonably determined by Senior Lender but not more than 60 additional days. However, a default in the payment of amounts due under the Subordinate Loan Documents may be limited to a cure period of 30 days from the receipt by Senior Lender of such Default Notice. In addition, if the nature of the default set forth in a Default Notice in the reasonable determination of the LACDA relates to an immediate health or safety concern for the Project or its occupants then the LACDA shall only be required to provide such notice and cure period as the LACDA considers reasonable under the circumstances. The Senior Lender shall be entitled, during Subordinate Lender's cure period, to pursue its rights and remedies under the Senior Loan Documents or applicable laws except it shall not complete a foreclosure or deed in lieu of foreclosure or cause the appointment of a receiver for the Property until Subordinate Lender's cure period has expired. All amounts paid by the Subordinate Lender in accordance with the Subordinate Loan Documents to cure a Senior Loan Default may at Subordinate Lender's discretion be added to the Subordinate Loan and secured by the lien of, the Subordinate Deed of Trust. Senior Lender agrees to accept a cure of a Senior Loan default tendered by Subordinate Lender pursuant to this section as though the same had been done and performed by Borrower. If the Senior Loan default is cured under this section Senior Lender agrees to withdraw any acceleration of the amounts due under the Senior Loan Documents.

In no event shall any cure period apply to the payment of the Senior Loan and all other amounts due under the Senior Loan Documents on the maturity date of the Senior Loan.

8. Rights and Obligations of the Subordinate Lender Under the Subordinate Loan Documents and of the Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) **Condemnation or Casualty.** In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "**Taking**"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "**Casualty**"), at any time or times when the Senior Deed of Trust remains a lien on the Property the following provisions shall apply:

(1) The Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Lender's rights under the Senior Loan Documents with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of the Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied in the manner determined by the Senior Lender, pursuant to the Senior Loan Documents, in its sole discretion; provided, however, that if the Senior Lender elects to apply such proceeds to payment of the principal of and/or interest on the Senior Loan, any proceeds remaining after the satisfaction in full of the principal of and/or interest on the Senior Loan shall be paid to, and may be applied by, the Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, the Senior Lender agrees to consult with the Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between the Senior Lender and the Subordinate Lender over the application of Casualty proceeds, the decision of the Senior Lender, in its reasonable discretion, shall prevail.

(b) **No Modification of Subordinate Loan Documents.** The Borrower and the Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, they shall not, without the prior written consent of the Senior Lender, which consent shall not be unreasonably withheld or delayed, in each instance, except in accordance with the Subordinate Loan Documents, increase the principal amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, permits the substitution of the security collateral for the Subordinate Loan or otherwise amend the Subordinate Loan terms in a manner that creates a material adverse effect upon the Senior Lender under the Senior Loan Documents.

9. No Modification of Senior Loan.

The Subordinate Lender consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money; provided, however, the Borrower and the Senior Lender each agrees that, until the principal of, interest on and all other amounts payable under the Subordinate Loan Documents have been paid in full, they shall not, without the prior written consent of the Subordinate Lender, which consent shall not be unreasonably withheld or delayed, in each instance, except in accordance with the Senior Loan Documents, increase the principal amount of the Senior Loan, increase the required payments due under the Senior Loan, decrease the term of the Senior Loan, increase the interest rate on the Senior Loan, permits the substitution of the security collateral for the Senior Loan or otherwise amend

the Senior Loan terms in a manner that creates a material adverse effect upon the Subordinate Lender under the Subordinate Loan Documents

10. Loan Information

Senior Lender and Subordinate Lender, may but are not obligated, to provide the other with copies of: their respective loan documents and any future amendments or other changes thereto; and information related to the status of any pending defaults; information regarding the status of the Property, including but not limited to its construction, development, operation and ownership. Borrower hereby consents to and authorizes such actions which may be made on or after any default under any of the respective loan documents and may be made with or without prior notice to Borrower.

11. Notices.

All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Agreement shall be in writing and shall be given by personal delivery, facsimile, certified mail (return receipt requested), or overnight guaranteed delivery service, postage and delivery charges pre-paid and addressed or faxed as follows:

<p>SENIOR LENDER:</p>	<p>Los Angeles County Development Authority 700 West Main Street Alhambra, CA 91801 Attention: Executive Director Fax No. 626-943-3816</p> <p>With a copy to:</p> <p>Los Angeles County Development Authority 700 West Main Street Alhambra, CA 91801 Attn: Director of Housing Investment and Finance Fax No. (626) 943-3816</p>
<p>SUBORDINATE LENDER:</p>	<p>Lancaster Housing Authority 44933 North Fern Avenue Lancaster, CA 93534 Attention: Executive Director</p>
<p>BORROWER:</p>	<p>No More Lemons, LP 6330 Variel Avenue, Suite 201 Woodland Hills, CA 91367 Attention: Steven Eglash</p>

Notices shall be effective upon receipt, if given by personal delivery; upon receipt, if faxed, provided there is written confirmation of receipt (except that if received after 5 p.m., notice shall be deemed received on the next business day); the earlier of (i) three (3) business days after deposit with United States Mail, or (ii) the date of actual receipt as evidenced by the return receipt, if delivered by certified mail; and one (1) day after deposit with the delivery service, if delivered by overnight guaranteed delivery service. Each party shall promptly notify the other party of any change(s) of address or fax to which notice shall be sent pursuant to this Agreement. Notwithstanding the above, if a notice party refuses to accept notices given by courier or certified mail after two (2) attempts have been made to deliver notice by such means, then such notice shall be deemed received as of the date the first attempt at service of such notice was made.

12. General.

(a) **Assignment/Successors.** This Agreement shall be binding upon the Borrower, the Senior Lender and the Subordinate Lender and shall inure to the benefit of and be binding upon their respective legal successors and assigns.

(b) **No Partnership or Joint Venture.** The Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute the Senior Lender as a joint venturer or partner of the Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) **Senior Lender's and Subordinate Lender's Consent.** Wherever the Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever the Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) **Further Assurances.** The Subordinate Lender, the Senior Lender and the Borrower each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Deed of Trust is subordinate to the lien, covenants and conditions of the Senior Deed of Trust, or to further evidence the intent of this Agreement.

(e) **Amendment.** This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located.

(g) **Severable Provisions.** If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) **Term.** The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the

principal of, interest on and other amounts payable under the Senior Loan Documents as may be evidenced by duly authorized a voluntary full reconveyance of the Senior Deed of Trust; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which the Subordinate Lender is obligated to remit to the Senior Lender pursuant to Section 4 hereof as may be evidenced by duly authorized a voluntary full reconveyance of the Subordinate Deed of Trust; (iii) the acquisition by the Senior Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Deed of Trust; or (iv) the acquisition by the Subordinate Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Deed of Trust, but only if such acquisition of title does not violate any of the terms of this Agreement

(i) **Conflict between Regulatory Agreements.** It is the intention of the parties that Borrower shall comply with the affordable housing covenants and agreements recorded in the Official Records with regard to the Property which impose the greatest restriction on the Property, therefore if there is a conflict between the restrictions contained in the Senior Regulatory Agreement, the Junior Regulatory Agreement or another regulatory agreement or affordable housing covenant contained in another agreement binding on the Property (existing as of the date hereof and/or existing in the future but approved by Subordinate Lender) the more restrictive provisions shall be followed by Borrower and Borrower shall not be in default of its obligations under such covenants and agreements or the Subordinate Loan Documents if Borrower follows the more restrictive covenants or agreements. For example but not as a limitation to this provision, if one covenant required 2 units to be set aside for affordable housing and another covenant required 5 units to be set aside, Borrower shall set aside 5 units; or if one covenant established income qualification standards at 80% of AMI and another at 50% then Borrower shall comply with the 50% standard; or if one adopted a more detailed description of eligible household than another then the more detailed one will apply; or if one required annual reporting and another required quarterly reporting then Borrower will provide quarterly reporting.

(j) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

[signature pages start on the following page;
the balance of this page is intentionally blank]

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

SUBORDINATE LENDER:

LANCASTER HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Executive Director
Jason Candle

[Signature Pages Continue on Following Page].

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 Los Angeles)

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 _____

SENIOR LENDER:

LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY,
a public body, corporate and politic

Emilio Salas
Executive Director or Designee

[Signature pages Continue on Following Page.]

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 Los Angeles)

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 _____

BORROWER:

NO MORE LEMONS, LP,
a California limited partnership

By: The People Concern, a California nonprofit
public benefit corporation

Its Managing General Partner

By: _____
John Maceri
Executive Director

By: InSite Development, LLC,
a California limited liability company

Its Co-General Partner

By: _____
Steven Eglash
Managing Member

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 Los Angeles)

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 _____

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 Los Angeles)

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 _____

EXHIBIT A
LEGAL DESCRIPTION OF LAND
(NPLH – PROJECT NO. N19118)

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

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

PARCEL A:

PARCEL 2 OF PARCEL MAP NO. 82267, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 398, PAGES 46 THROUGH 50 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH AND TO USE ANY PORTION LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID LAND, AS EXCEPTED AND RESERVED BY THE LANCASTER HOUSING AUTHORITY IN DEED RECORDED MARCH 29, 2018, AS INSTRUMENT NO. 20180299928 OFFICIAL RECORDS OF SAID COUNTY.

PARCEL B:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND VEHICULAR PARKING WITHIN THE “PRIVATE ROAD AREA”; NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES OVER THE “EMERGENCY ACCESS AREA” AND NON-EXCLUSIVE EASEMENTS FOR UTILITY PURPOSES, AS DESCRIBED IN THAT CERTAIN DECLARATION OF EASEMENTS AND SHARED INFRASTRUCTURE MAINTENANCE AGREEMENT, RECORDED AUGUST 29, 2018, AS INSTRUMENT NO. 20180873918, OF OFFICIAL RECORDS OVER THOSE PORTIONS OF PARCELS 1, 3 AND 4 OF PARCEL MAP NO. 82267, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 398, PAGES 46 THROUGH 50 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 3107-012-127

OFFICIAL BUSINESS

Document entitled to free recording per Govt. Code Section 27383 and 27388.1.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY
700 West Main Street
Alhambra, CA 91801
Attn.: Director of Housing
Investment and Finance

Space Above for Recorder's Use

AMENDED AND RESTATED SUBORDINATION AGREEMENT

**Project Name: Kensington Homes
NPLH Project #N19118**

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF A LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT

THIS AMENDED AND RESTATED SUBORDINATION AGREEMENT (this "Agreement") dated as of _____, 20__ is made among (i) the LOS ANGELES COUNTY DEVELOPMENT AUTHORITY, a public body, corporate and politic ("LACDA"), (ii) the LANCASTER HOUSING AUTHORITY, a public body, corporate and politic, ("Subordinating Party"), and (iii) NO MORE LEMONS, LP, a California limited partnership ("Borrower").

Recitals

A. Borrower is developing that certain affordable housing project at the Property (as hereinafter defined), including the rehabilitation or construction of approximately fifty-one (51) residential units.

B. Borrower has applied to the LACDA for a loan under the No Place Like Home loan program in the maximum principal amount of TEN MILLION DOLLARS (\$10,000,000.00) (as amended from time to time, the "NPLH Loan") to be used in connection with the development of the Property. The NPLH Loan is described in more detail in that certain Loan Agreement, dated

as of April 15, 2020, between Borrower and the LACDA (as amended from time to time, the “**LACDA Loan Agreement**” and which loan agreement may include other loans from the LACDA to Borrower).

C. In connection with and as a condition to the NPLH Loan, Borrower and LACDA entered into that certain NPLH Regulatory Agreement, dated as of April 15, 2020, and recorded in the Official Records (as hereinafter defined) with respect to the Property as Instrument No. 20200472318 (the “**NPLH Regulatory Agreement**”), which imposes certain use restrictions, covenants, terms and conditions with regard to the No Place Like Home assisted units located at the Property.

D. The Subordinating Party has provided a loan (the “**Subordinating Party Loan**”) to Borrower in the original principal amount of FOUR HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED AND FIVE DOLLARS (\$436,505.00) (the “**Subordinating Party Loan**”), which Subordinating Party Loan is evidenced by a certain promissory note dated as of February 23, 2021 made by Borrower to the Subordinating Party (the “**Subordinating Party Note**”), and secured by the Subordinating Party Deed of Trust (as defined below) encumbering the Property, and which is further described in that certain Loan Agreement dated as of February 23, 2021 between Subordinating Party and Borrower (the “**Subordinating Party Loan Agreement**”).

E. Reserved.

F. As a condition to the making of the NPLH Loan, the LACDA requires the execution, delivery, and recordation of this Agreement.

NOW, THEREFORE, in order to induce the LACDA to make the NPLH Loan to finance the development of the Property and for other consideration the receipt and sufficiency of which is acknowledged, the LACDA, the Subordinating Party and the Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

“**Borrower**” means the Person named as such in the first paragraph of this Agreement and any other Person (other than the LACDA) who acquires title to the Property after the date of this Agreement.

“**Business Day**” means any day other than Saturday, Sunday or federal or state holidays on which the federal or California chartered banks are closed to the general public.

“**Default Notice**” means a copy of the written notice from the LACDA to the Borrower stating that a default has occurred under the NPLH Regulatory Agreement. Each Default Notice shall specify the default upon which such Default Notice is based.

“**NPLH Flexible Operating Reserve**” means a cash-flow funded reserve established by Borrower to provide a reserve for shortfalls in operations, supportive services, furnishings, or replacement reserves associated with the NPLH Assisted Units. The minimum and maximum

amount of the NPLH Flexible Operating Reserve required by the LACDA shall be subject to adjustment based on Project operating costs and estimated replacement costs.

“NPLH Transition Reserve” means funds reserved to fund the Project’s Operating Expenses allocable to the NPLH Assisted Units in the event that the Operating Subsidy provided for the NPLH Assisted Units expires without renewal or is terminated through no fault of Borrower. Additional details regarding this NPLH Transition Reserve are set forth in the NPLH Regulatory Agreement.

“Official Records” means the Official Records, County Recorder’s Office, Los Angeles California.

“Person” means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

“Property” means (i) the land and improvements known or to be known and now or hereafter located at 45248 W. 32nd Street, Lancaster, CA 93536, County of Los Angeles, State of California, which Property is more particularly described on Exhibit A attached hereto, and (ii) Borrower’s interest in all furniture, fixtures and equipment located at such location and other property, accounts, deposits and rights and interests of Borrower with regard thereto.

“Subordinating Party Deed of Trust” means the mortgage or deed of trust encumbering the Property as security for the Subordinating Party Loan, which the Subordinating Party will record in the Official Records with regard to the Property concurrently with this Agreement.

“Subordinating Party Loan” is defined in the above Recitals.

“Subordinating Party Loan Documents” means the Subordinating Party Loan Agreement, Subordinating Party Note, the Subordinating Party Deed of Trust, Subordinating Party Regulatory Agreement, and all other documents and/or agreements evidencing, securing or otherwise executed and delivered in connection with the Subordinating Party Loan.

“Subordinating Party Note” is defined in the above Recitals.

“Subordinating Party Regulatory Agreement” means that certain Residential Declaration of Conditions, Covenants and Restrictions and Regulatory Agreement dated as of February 23, 2021 by and between Borrower and Subordinating Party, and recorded in the Official Records with regard to the Property.

2. Terms of Subordination

(a) **Agreement to Subordinate.** The LACDA and the Subordinating Party agree that the Subordinating Party Loan Documents and all indebtedness, rights, obligations, liens and encumbrances related thereto or arising therefrom shall be unconditionally subordinate to the lien, terms, covenants, rights, and conditions of the NPLH Regulatory Agreement. Subordinating Party’s Agreement to subordinate the Subordinating Party Loan Documents extends only to the

NPLH Regulatory Agreement, and not to (i) the NPLH Loan, or (ii) any other documents evidencing the NPLH Loan or enforcement of remedies thereunder.

(b) **Subordination of Subrogation Rights.** The Subordinating Party agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower, or by reason of its exercise of any other right or remedy under the Subordinating Party Loan Documents, it acquires by right of subrogation or otherwise a lien on the Property which (but for this subsection) would be senior to the lien of the NPLH Regulatory Agreement, then, in that event, such lien shall be subject and subordinate to the lien of the NPLH Regulatory Agreement.

(c) **Reserves.** Subordinating Party acknowledges that Borrower is required to establish and maintain certain accounts referred to in the NPLH Regulatory Agreement as the NPLH Transition Reserve and the NPLH Flexible Operating Reserve (collectively, the “**Reserves**”). Subordinating Party waives any lien or security interest it may now or in the future have in the Reserves, any account in which the Reserves are deposited, the funds constituting the Reserves and all proceeds therefrom. If Subordinating Party receives any amounts which are from the Reserves it shall notify the LACDA that Subordinating Party has received such funds, hold such funds in trust for the LACDA, and transfer such funds to the LACDA pursuant to instructions from the LACDA. Subordinating Party shall not allow the funds deposited in the ~~Excluded Accounts~~ Reserves to be withdrawn by Borrower without the prior approval of the LACDA.

(d) **Bankruptcy Proceedings.** If any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings (“**Bankruptcy Proceeding**”) with respect to the Borrower, occurs, Subordinating Party shall not take or support any position which would result in the reduction of the rights of the LACDA or HCD (as defined in the NPLH Regulatory Agreement) with regard to the NPLH Regulatory Agreement, including but not limited to the validity and priority of lien of the NPLH Regulatory Agreement, or compelled changes to the terms and conditions, or rights to repayment arising from the NPLH Regulatory Agreement. If any payments arising from the NPLH Regulatory Agreement made to the LACDA are returned as a preference payment or otherwise the amounts returned by the LACDA shall be deemed reinstated as amounts due under the NPLH Regulatory Agreement.

(e) **NPLH Regulatory Agreement.**

(i) The LACDA shall give to the Subordinating Party a Default Notice within five Business Days in each case where the LACDA has given a Default Notice to the Borrower. The Subordinating Party shall have the right, but not the obligation, to cure any such default within 60 days following the receipt of such notice (which shall be actual receipt or the effective date of a notice given in accordance with Section 3 herein) provided, however, if the cure reasonably requires more than such 60-day period and provided Subordinating Party has commenced such cure in the 60 day period and is diligently working on such cure, then Subordinating Party shall have an additional cure period as reasonably determined by the LACDA but not more than 60 additional days. However, a default in the payment of amounts due under the NPLH Regulatory Agreement may be limited to a cure period of 30 days from the receipt by Subordinating Party of such Default Notice. The LACDA shall be entitled, during such Subordinating Party’s cure period, to continue to pursue its rights and remedies under the NPLH Regulatory Agreement except it shall not cause the appointment of a receiver for the Property or

Borrower until Subordinating Party's cure period has expired. Notwithstanding anything to the contrary in this Agreement, if the default, which in the reasonable determination of the LACDA, relates to a material and immediate health or safety concern for the Project or its occupants then the LACDA shall only be required to provide such notice and cure period as the LACDA considers reasonable under the circumstances. All amounts paid by the Subordinating Party in accordance with the Subordinating Party Loan Documents to cure a default described in a Default Notice may at Subordinating Party's discretion be added to the Subordinating Party Loan and secured by the lien of, the Subordinating Party Deed of Trust. The LACDA agrees to accept a cure of a default described in a Default Notice tendered by Subordinating Party pursuant to this section as though the same had been done and performed by Borrower.

(ii) The NPLH Regulatory Agreement shall not be modified or amended to extend the term of the NPLH Regulatory Agreement or impose more strict affordable housing covenants without the Subordinating Party's prior written consent, which consent may be withheld in Subordinating Party's reasonable discretion.

3. Notices.

All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under the Agreement shall be in writing and shall be given by personal delivery, facsimile, certified mail (return receipt requested), or overnight guaranteed delivery service, postage and delivery charges pre-paid and addressed or faxed as follows:

If to the LACDA: Los Angeles County Development Authority
700 West Main Street
Alhambra, CA 91801
Attn: Executive Director
Fax No. (626) 943-3816

With a copy to: Los Angeles County Development Authority
700 West Main Street
Alhambra, CA 91801
Attn: Director of Housing Investment and Finance
Fax No. (626) 943-3816

If to Subordinating Party: Lancaster Housing Authority
44933 North Fern Avenue
Lancaster, CA 93534
Attention: Executive Director

If to Borrower: No More Lemons, LP
6330 Variel Avenue, Suite 201
Woodland Hills, CA 91367
Attention: Steven Eglash

With a copy to: Alliant Tax Credit Fund 96, LP
c/o Alliant Capital, Ltd.
21600 Oxnard Street, Suite 1200
Woodland Hills, CA 91367
Attention: General Counsel
Telephone: (818) 668-6800
Telecopy: (818) 668-2828

Notices shall be effective upon receipt, if given by personal delivery; upon receipt, if faxed, provided there is written confirmation of receipt (except that if received after 5 p.m., notice shall be deemed received on the next business day); the earlier of (i) three (3) business days after deposit with United States Mail, or (ii) the date of actual receipt as evidenced by the return receipt, if delivered by certified mail; and one (1) day after deposit with the delivery service, if delivered by overnight guaranteed delivery service. Each party shall promptly notify the other party of any change(s) of address or fax to which notice shall be sent pursuant to this Agreement. Notwithstanding the above, if a notice party refuses to accept notices given by courier or certified mail after two (2) attempts have been made to deliver notice by such means, then such notice shall be deemed received as of the date the first attempt at service of such notice was made.

4. General.

(a) **Assignment/Successors.** This Agreement shall be binding upon the Borrower, the LACDA and the Subordinating Party and shall inure to the benefit of and be binding upon their respective legal successors and assigns.

(b) **No Partnership or Joint Venture.** Neither party hereto shall hold itself out as a partner, agent or affiliate of the other party hereto

(c) **LACDA's and Subordinating Party's Consent.** Wherever the LACDA's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the LACDA in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever the Subordinating Party's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Subordinating Party in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) **Further Assurances.** The Subordinating Party, the LACDA and the Borrower each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to further cause or evidence that the Subordinating Party Loan Documents are subordinate to the lien, covenants and conditions of the NPLH Regulatory Agreement, or to further evidence the intent of this Agreement.

(e) **Amendment.** This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located.

(g) **Severable Provisions.** If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

(i) **Conflicts between Affordable Housing Covenants.** It is the intention of the parties that Borrower shall comply with the affordable housing covenants and agreements which impose the greatest restriction on the Property, therefore if there is a conflict, now or in the future, between the restrictions contained in this NPLH Regulatory Agreement and another regulatory agreement or affordable housing covenant contained in another agreement binding on the Property (existing as of the date hereof and/or existing in the future but approved by Subordinating Party) the more restrictive provisions shall be followed by Borrower and Borrower shall not be in default of its obligations under such covenants and agreements or the Subordinating Party Loan Documents if Borrower follows the more restrictive covenants or agreements. For example but not as a limitation to this provision, if one covenant required 2 units to be set aside for affordable housing and another covenant required 5 units to be set aside, Borrower shall set aside 5 units; or if one covenant established income qualification standards at 80% of AMI and another at 50% then Borrower shall comply with the 50% standard; or if one adopted a more detailed description of eligible household than another then the more detailed one will apply; or if one required annual reporting and another required quarterly reporting then Borrower will provide quarterly reporting.

[signature pages start on the following page;
the balance of this page is intentionally blank]

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

SUBORDINATING PARTY:

LANCASTER HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Executive Director
Jason Candle

[Signature Pages Continue on Following Page]

LACDA:

LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY,
a public body, corporate and politic

Emilio Salas
Executive Director or Designee

[Signature pages Continue on Following Page]

BORROWER:

NO MORE LEMONS, LP,
a California limited partnership

By: The People Concern, a California nonprofit
public benefit corporation

Its Managing General Partner

By: _____
John Maceri
Executive Director

By: InSite Development, LLC,
a California limited liability company

Its Co-General Partner

By: _____
Steven Eglash
Managing Member

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 Los Angeles)

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 _____

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 Los Angeles)

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.

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature _____

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State of California)
County of Los Angeles)

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 _____

EXHIBIT A
LEGAL DESCRIPTION OF LAND
(No Place Like Home – PROJECT NO. N19118)

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

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

PARCEL A:

PARCEL 2 OF PARCEL MAP NO. 82267, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 398, PAGES 46 THROUGH 50 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH AND TO USE ANY PORTION LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID LAND, AS EXCEPTED AND RESERVED BY THE LANCASTER HOUSING AUTHORITY IN DEED RECORDED MARCH 29, 2018, AS INSTRUMENT NO. 20180299928 OFFICIAL RECORDS OF SAID COUNTY.

PARCEL B:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND VEHICULAR PARKING WITHIN THE “PRIVATE ROAD AREA”; NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES OVER THE “EMERGENCY ACCESS AREA” AND NON-EXCLUSIVE EASEMENTS FOR UTILITY PURPOSES, AS DESCRIBED IN THAT CERTAIN DECLARATION OF EASEMENTS AND SHARED INFRASTRUCTURE MAINTENANCE AGREEMENT, RECORDED AUGUST 29, 2018, AS INSTRUMENT NO. 20180873918, OF OFFICIAL RECORDS OVER THOSE PORTIONS OF PARCELS 1, 3 AND 4 OF PARCEL MAP NO. 82267, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 398, PAGES 46 THROUGH 50 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 3107-012-127

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:**

ZIONS BANCORPORATION, N.A.
dba CALIFORNIA BANK & TRUST
1900 Main Street, Suite 350
Irvine, CA 92614
Attention: Myrna Fune

SPACE ABOVE LINE FOR
RECORDER'S USE

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROJECT BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

AMENDED AND RESTATED SUBORDINATION AGREEMENT
(Lancaster Housing Authority Loan)
(Phase 3)

THIS AMENDED AND RESTATED SUBORDINATION AGREEMENT (this "**Agreement**") is made and entered into as of the 1st day of December, 2021 by NO MORE LEMONS, LP, a California limited partnership ("**Borrower**"), the LANCASTER HOUSING AUTHORITY, a public body, corporate and politic ("**Authority**" or "**Junior Lender**"), ZIONS BANCORPORATION, N.A. dba CALIFORNIA BANK & TRUST, in its capacity as agent ("**Bank**" or "**Agent**" or "**Senior Lienholder**") for the CALIFORNIA MUNICIPAL FINANCE AUTHORITY, a California joint exercise of powers agency ("**Issuer**"). This Agreement amends and restates in its entirety the Subordination Agreement (Lancaster Housing Authority Loan)(Phase 3) dated as of February 19, 2021 and recorded in the Official Records of Los Angeles County, California on March 31, 2021 as Document No. 20210507849.

RECITALS

A. Borrower is the fee simple owner of that certain real property located at the Northeast corner of West Avenue I and 32nd Street West, Lancaster, California, which is more particularly described in Exhibit A attached hereto and incorporated by this reference (the "**Land**").

B. Reference is made to that certain Master Pledge and Assignment ("**Master Pledge**") dated as of April 1, 2020 and executed between Issuer and Bank, in its capacities as Agent and holder, relating to \$9,000,000.00 California Municipal Finance Authority Multifamily Housing Revenue Bonds (Kensington Homes Apartments) 2020 Series A (the "**Bonds**"). Pursuant to that certain Master Agency Agreement dated as of April 1, 2020 and executed by and between Issuer and Agent ("**Master Agency Agreement**"), Issuer has appointed Bank as its agent with

respect to the performance of acts and duties in connection with the bond financing, as set forth more fully therein. Pursuant to the Master Pledge, Master Agency Agreement and that certain Building Loan Agreement (the "**Loan Agreement**") dated as of April 1, 2020 and executed between Borrower and Bank, in its capacity as Agent, Issuer has agreed to make a loan in the principal amount of Nine Million and No/100 Dollars (\$9,000,000.00) (the "**Loan**") to Borrower of the proceeds of the sale of the Bonds and Bank has agreed to purchase the Bonds in order to the fund the Loan. The Loan is evidenced by a promissory note (the "**Note**") executed by Borrower in favor of Agent, in the original principal amount of the Loan, and is further evidenced by the documents described in the Loan Agreement as the "**Loan Documents**". Borrower's obligations under the Note, the Loan Agreement and certain other Loan Documents are secured by, among other things, that certain Construction and Permanent Trust Deed with Assignment of Rents, Security Agreement and Fixture Filing (the "**Trust Deed**") executed by Borrower, naming Fidelity National Title Company as trustee, and Agent, as beneficiary, and recorded in the Official Records of Los Angeles County, California ("**Official Records**") on April 29, 2020 as Document No. 20200472320. In connection with the Loan, Issuer and Borrower entered into that certain Regulatory Agreement and Declaration of Restrictive Covenants recorded in the Official Records on April 29, 2020 as Document No. 20200472319 ("**Bond Regulatory Agreement**"). Pursuant to that certain Assignment of Deed of Trust and Related Documents, dated as of April 1, 2020 and recorded in the Official Records on April 29, 2020 as Document No. 20200472321, the Agent has assigned to Bank, as holder of the Bonds, its rights in and to the Note and the Trust Deed. The Loan Agreement, the Note, the Trust Deed, the Bond Regulatory Agreement, and all other documents defined in the Loan Agreement as "Loan Documents" (provided future Additional Collateral Agreements shall be subject to the requirements of Section 5(d) below) are hereinafter referred to as the "**Bank Encumbrances.**"

C. Pursuant to that certain Loan Agreement dated as of November 17, 2020 and executed by and between Borrower and Junior Lender (the "**Junior Loan Agreement**"), Junior Lender agreed to make a loan to Borrower in the original principal amount of \$436,505.00 (the "**Junior Loan**"). Borrower's obligations to repay the Junior Loan are evidenced by that certain Authority Loan Promissory Note (the "**Junior Note**") dated as of November 17, 2020, made by Borrower to the order of Junior Lender, in the principal amount of the Junior Loan. Borrower's obligations under the Junior Note and certain other documents are secured by, among other things, that certain Authority Loan Deed of Trust with Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing (the "**Junior Deed of Trust**") executed by Borrower, as trustor, naming Junior Lender as beneficiary, to be recorded in the Official Records concurrently herewith. In addition, Borrower and Junior Lender have also entered into that certain Declaration of Conditions, Covenants and Restrictions and Regulatory Agreement dated as of November 17, 2020, to be recorded in the Official Records concurrently herewith and imposing certain restrictions on the Property (the "**Regulatory Agreement**"). The Junior Loan Agreement, the Junior Note, Junior Deed of Trust, the Regulatory Agreement and all other agreements entered into by and between Junior Lender and Borrower in connection with the Project are hereinafter referred to as the "**Junior Encumbrances**".

D. As a condition of Bank's willingness to enter into the Loan Agreement and for Bank, as Agent on behalf of Issuer, to purchase the Bonds and continue to make the Loan, Bank requires that the Bank Encumbrances and the repayment of the Loan be (and at all times remain) a lien or charge upon the Project, prior and superior to the Junior Encumbrances and all

indebtedness secured thereby, and that the Junior Lender specifically subordinates the lien and charge of the Junior Encumbrances and indebtedness secured thereby to the Bank Encumbrances and the repayment of the Loan.

E. The Junior Lender and Borrower intend that the Bank Encumbrances and the repayment of the Loan shall be and remain at all times a lien or charge upon the Project prior and superior to the Junior Encumbrances and all indebtedness secured thereby. The Junior Lender has agreed to specifically subordinate and subject the Junior Encumbrances and all indebtedness secured thereby, to the lien and charge of the Bank Encumbrances and the repayment of the Loan.

F. It is to the mutual benefit of the parties hereto that Bank, as Agent on behalf of Issuer make the Loan, and the Junior Lender is willing that the Bank Encumbrances shall, when recorded, constitute a lien or charge upon the Project which are prior and superior to the lien or charge of the Junior Encumbrances.

COVENANTS

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

1. The foregoing Recitals are hereby incorporated into this Agreement as agreements among the parties.

2. The Bank Encumbrances and repayment of the Loan, and (subject to paragraph 3) any modifications, renewals or extensions thereof that are approved by Junior Lender, in Junior Lender's reasonable discretion, and any advances, as permitted in the Note (including interest on such advances), thereunder, or secured thereby, shall be and remain at all times liens or charges on the Project, prior and superior to (a) the Junior Encumbrances and all indebtedness secured thereby, and (b) all loans, grants and advances of money made pursuant thereto. The Junior Encumbrances and all indebtedness secured thereby, all loans, grants and advances of money made pursuant thereto, are hereby subjected, and made subordinate to the lien of charge of the Bank Encumbrances and repayment of the Loan.

3. This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the Junior Encumbrances and all indebtedness secured thereby, and all loans, grants and advances of money made pursuant thereto, to the lien or charge of the Bank Encumbrances, and shall supersede and cancel any prior agreements to subordinate the Junior Encumbrances and all indebtedness secured thereby to the Bank Encumbrances.

4. Junior Lender declares agrees, and acknowledges that:

(a) The Junior Lender acknowledges all provisions of the Loan Agreement, the Note, the Trust Deed and the Bond Regulatory Agreement;

(b) Bank in disbursing the proceeds of the Loan is under no obligation or duty to, nor has Bank represented that it will, see to the application of such proceeds by the person or persons to whom Bank disburses such proceeds, and any application or use of such proceeds for

purposes other than those provided for in the applicable Loan Agreement or Trust Deed shall not defeat the subordination herein made in whole or in part; provided however, Borrower acknowledges that the failure by Borrower to cause the Loan proceeds to be applied in accordance with the Loan Documents provided by Borrower to Junior Lender shall be a material default under the Junior Encumbrances; and

(c) The Junior Lender intentionally subordinates the Junior Encumbrances and all indebtedness secured thereby, and all loans, grants, and advances of money pursuant thereto, in favor of the lien or charge upon the Project of the Bank Encumbrances and the repayment of the Loan and understands that in reliance upon, and in consideration of, this subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination.

5. In consideration of the Junior Lender's covenants and agreements contained in this Agreement, Senior Lienholder hereby agrees for the benefit of the Junior Lender as follows:

(a) In the event of any default by Borrower under the Note or the Bank Encumbrances, Senior Lienholder shall provide the Junior Lender written notice giving the Junior Lender thirty (30) days to cure such default after the Junior Lender's receipt of any such notice, prior to the Senior Lienholder filing a notice of default with the Los Angeles County Recorder's Office.

(b) The Junior Lender shall have the same rights as the Borrower's rights to cure the default under the Note or Bank Encumbrances at any time prior to a foreclosure sale under the Trust Deed.

(c) Provided Junior Lender cures the default described above, Senior Lienholder shall not accelerate the Loan. If such default is cured Senior Lienholder shall withdraw any acceleration of the Loan. All amounts paid by Junior Lender to cure a default under the Loan Documents shall be deemed to have been advanced by Junior Lender pursuant to the Junior Loan Agreement, and shall be secured by the lien of the Junior Deed of Trust. The provisions of this paragraph are not intended to limit, waive, modify or replace, those provisions of law pertaining to notice and cure rights of junior lenders including, without limitation, those set forth in California Civil Code sections 2924b and 2924c.

(d) The Borrower and Senior Lienholder each agrees that, until the principal of, interest on and all other amounts payable under the Junior Encumbrances have been paid in full, they will not, without the prior written consent, not to be unreasonably withheld of the Junior Lender in each instance, (i) increase the amount of the Loan, (ii) increase the required payments due under the Loan, (iii) decrease the term of the Loan, (iv) increase the interest rate on the Loan, (v) permit the substitution of the security collateral for the Loan or (vi) otherwise amend the Bank Encumbrances in a manner that creates an adverse effect upon the Junior Lender under the Junior Encumbrances.

6. This Agreement shall be binding upon and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

7. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California, without giving effect to the conflict of laws principles of said state. Venue shall be in Los Angeles County, California.

8. This Agreement may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.

9. The Junior Lender acknowledges that Senior Lienholder's address for purposes of receiving notice to which it is entitled under this Agreement is as follows:

Zions Bancorporation, N.A. dba California Bank & Trust
1900 Main Street, Suite 350
Irvine, CA 92614
Attn: Myrna Fune

and a copy to:

Zions Bancorporation, N.A. dba California Bank & Trust
1900 Avenue of the Stars, Suite 2350
Los Angeles, CA 90067
Attn: Mark Wolf

10. Senior Lienholder acknowledges that the Junior Lender's address for purposes of receiving notice to which it is entitled under this Agreement is as follows:

Lancaster Housing Authority
44933 North Fern Avenue
Lancaster, CA 93534
Attn: Executive Director

11. Each of the parties hereto will, whenever and as often as they shall be requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Agreement.

12. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

13. If there is a conflict between the terms of the Bond Regulatory Agreement and the Regulatory Agreement, with regard to the affordable housing provisions contained therein, Borrower shall comply with (i) the more restrictive income qualification provisions (for example if one agreement requires occupancy by moderate income households and the other requires occupancy by lower income households, the lower income requirement shall be followed) and (ii) the most expansive provisions in terms of the applicable number of dwellings (such as number,

size and amenities), supportive services, property management and maintenance services and conditions, reporting and informational requirements, and remedies for default.

14. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of any of the following events: (i) the payment in full of the Loan as may be evidenced by the recordation of a full reconveyance of the Trust Deed; (ii) the payment in full of the Junior Loan as may be evidenced by the recordation of a full reconveyance of the Junior Deed of Trust; or (iii) the acquisition by any of the Senior Lienholder of title to the Property pursuant to a foreclosure of the Trust Deed or a deed in lieu of foreclosure.

[Remainder of Page Intentionally Left Blank]

WHEREAS, this Subordination Agreement has been executed as of the date first written above.

"Authority":

LANCASTER HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Name: _____
Executive Director

APPROVED AS TO FORM:

Chenin Dow
Deputy Executive Director

ATTEST:

Andrea Alexander
Authority Secretary

APPROVED AS TO FORM:

Allison E. Burns, Esq.
Stradling Yocca Carlson & Rauth
Authority General Counsel

"BANK":

ZIONS BANCORPORATION, N.A. dba
CALIFORNIA BANK & TRUST

By: _____
Christopher Kanstrup
Vice President

“BORROWER”:

NO MORE LEMONS, LP,
a California limited partnership

By: The People Concern,
a California nonprofit public benefit
corporation,
Its Managing General Partner

By: _____
John Maceri
Chief Executive Officer

By: InSite Development, LLC,
a California limited liability company,
its Co-General Partner

By: _____
Steven Eglash
Managing Member

Borrower's Address:

No More Lemons, LP
c/o InSite Development, LLC
6330 Variel Avenue, Suite 201
Woodland Hills, California 91367
Attention: President

with a copy to:

The People Concern
2116 Arlington Avenue, Suite 100
Los Angeles, California 90018
Attention: Chief Executive Officer

with a copy to:

Alliant Tax Credit Fund 96, LP
c/o Alliant Asset Management Company, LLC
21600 Oxnard Street, Suite 1200
Woodland Hills, California 91367
Attention: General Counsel

EXHIBIT A

LEGAL DESCRIPTION OF LAND

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

PARCEL A:

PARCEL 2 OF PARCEL MAP NO. 82267, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 398, PAGES 46 THROUGH 50 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH AND TO USE ANY PORTION LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID LAND, AS EXCEPTED AND RESERVED BY THE LANCASTER HOUSING AUTHORITY IN DEED RECORDED MARCH 29, 2018, AS INSTRUMENT NO. 20180299928 OFFICIAL RECORDS OF SAID COUNTY.

PARCEL B:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND VEHICULAR PARKING WITHIN THE "PRIVATE ROAD AREA"; NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES OVER THE "EMERGENCY ACCESS AREA" AND NON-EXCLUSIVE EASEMENTS FOR UTILITY PURPOSES, AS DESCRIBED IN THAT CERTAIN DECLARATION OF EASEMENTS AND SHARED INFRASTRUCTURE MAINTENANCE AGREEMENT, RECORDED AUGUST 29, 2018, AS INSTRUMENT NO. 20180873918, OF OFFICIAL RECORDS OVER THOSE PORTIONS OF PARCELS 1, 3 AND 4 OF PARCEL MAP NO.

82267, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 398, PAGES 46 THROUGH 50 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: A PORTION OF 3107-012-905 (OLD); 3107-012-127 (NEW)

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 Los Angeles)

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 _____

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County of Los Angeles)

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State of California)
County of Los Angeles)

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State of California)
County of Los Angeles)

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 _____

STAFF REPORT
Lancaster Housing Authority

HA CC 2
12/14/2021
JC

Date: December 14, 2021

To: Chair Szeto and Authority Members

From: Jeff Hogan, Senior Director - Development Services
Chenin Dow, Senior Manager – Real Estate & Economic Development
Christopher Aune, Housing Manager – Real Estate & Economic Development

Subject: **Housing Successor Annual Report Regarding the Low- and Moderate-Income Housing Asset Fund**

Recommendation:

Authorize submittal of the Housing Successor 2020-2021 Annual Report to the California Department of Housing and Community Development.

Fiscal Impact:

None.

Executive Summary:

This Housing Successor Agency Annual Report regarding Low- and Moderate- Income Housing Asset Fund (LMIHAF) for Fiscal Year 2020-2021 has been prepared pursuant to California Health and Safety Code Section 34176.1(f). This Report details the activities of the City of Lancaster acting as the Successor Housing Agency (LHA) during Fiscal Year 2020-2021. As required by California law, the Report provides an annual, independent financial audit on the housing assets and activities of the LHA.

Discussion:

Upon the dissolution of redevelopment and pursuant to Resolution No. OB 04-12, which was adopted on April 17, 2012, the Lancaster Housing Authority (LHA) assumed the housing assets and functions of the dissolved Redevelopment Agency of the City of Lancaster (Former Agency). As a result, the LHA is responsible for housing monitoring, administration, and certain housing production requirements.

California law requires Housing Successor Agencies to conduct an independent financial audit of their housing activities associated with the assumed assets and functions of the Former Agency. California law also requires that Housing Successor Agencies prepare an Annual

Report for each fiscal year, and that such reports be presented to the governing body within six months after the end of each fiscal year. The required Report is attached and includes all of the sections required by California law. Additionally, as required, if this Report is received and filed by the Lancaster Housing Authority, it will be posted on the City's website no later than December 30, 2021.

Furthermore, this report will be provided to the California Department of Housing and Community Development (HCD) in the spring of 2022 in conjunction with the Planning Division's annual housing element review.

CA/sk

Attachment:

Housing Successor 2020-2021 Annual Report

**HOUSING SUCCESSOR ANNUAL REPORT
REGARDING THE
LOW AND MODERATE INCOME HOUSING ASSET
FUND FOR FISCAL YEAR 2020-2021
PURSUANT TO
CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1 (f)
FOR THE
LANCASTER HOUSING AUTHORITY**

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1 (f) and is dated as of December 30, 2021. This Report sets forth certain details of the Lancaster Housing Authority (Housing Successor) activities during Fiscal Year. The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based upon information prepared by Housing Successor staff and information contained within the independent financial audit of the Low and Moderate Income Housing Asset Fund of the City of Lancaster for Fiscal Year 2020-2021, as prepared by White Nelson Diehl Evans LLP (Independent Auditors), which Audit is separate from this annual summary Report; further, this Report conforms with and is organized into Item Numbers 1-13, inclusive, pursuant to Section 34176.1 (f) of the Dissolution Law:

- 1. Loan Repayments:** Amount the city, county, or city and county received pursuant to subparagraph (A) of paragraph (3) of subdivision (b) of Section 34191.4.
- 2. Amount Deposited into LMIHAF:** This section provides the total amount of funds deposited into the LMIHAF during the Fiscal Year. Pursuant to subparagraphs (B) and (C) of paragraph (3) of subdivision (b) of Section 34191.4, any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from the other amounts deposited.
- 3. Ending Balance of LMIHAF:** This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.
- 4. Description of Expenditures from LMIHAF:** This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized.

5. **Statutory Value of Assets Owned by Housing Successor:** This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.
6. **Description of Transfers:** This section describes transfers, if any, to another housing successor agency made in previous Fiscal Year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.
7. **Project Descriptions:** This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.
8. **Status of Compliance with Section 33334.16:** This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, provide a status update on the project.
9. **Description of Outstanding Obligations under Section 33413:** This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency and how the Housing Successor's plans to meet unmet obligations, if any.
10. **Income Test:** This section provides the information required by Section
 - a. 34176.1 (a)(3)(8), or a description of expenditures by income restriction for five-year period, with the time period beginning January 1 ,2014 and whether the statutory thresholds have been met. However, reporting of the Income Test is not required until 2020.
11. **Senior Housing Test:** This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former redevelopment Agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former Redevelopment Agency and its host jurisdiction within the same time period.
12. **Excess Surplus Test:** This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.

13. Inventory of Assisted Homeownership Units: An inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to subdivision (f) of Section 33334.3.

This Report is to be provided to the California Department of Housing and Community and is to be made available to the public on the city's website, www.cityoflancasterca.org.

1. LOAN REPAYMENTS

Total repayments pursuant to HSC 34191.4(b)(3)(A) were \$4,458,247 for the fiscal year.

2. AMOUNT DEPOSITED INTO LMIHAF

A total of \$4,530,748.47 was deposited into the LMIHAF during the Fiscal Year. Of the total funds deposited into the LMIHAF, \$4,458,247 were pursuant to HSC 34191.4(b)(3)(B); \$0 were pursuant to 34191.4(b)(3)(C); and \$0 were for items listed on the ROPS.

3. ENDING BALANCE OF LMIHAF

At the close of the Fiscal Year, the ending balance in the LMIHAF was \$85,801,062 of which \$0.00 is held for items listed on the ROPS.

4. DESCRIPTION OF EXPENDITURES FROM LMIHAF

The following is a description of expenditures from the LMIHAF by category:

	Fiscal Year
Monitoring & Administration Expenditures	\$1,540,504
Homeless Prevention and Rapid Rehousing Services Expenditures	\$ 0
Housing Development Expenditures	\$394,055
Total LMIHAF Expenditures in Fiscal Year	\$1,934,559

5. STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR IN LMIHAF

Under the Dissolution Law and for purposes of this Report. The "statutory value of real property" means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule approved by the Department of Finance as listed in such

schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181 (f), and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

The following provides the statutory value of assets owned by the Housing Successor:

	As of End of Fiscal Year
Statutory Value of Real Property Owned by Housing Authority	\$52,594,004
Value of Loans and Grants Receivable	\$27,687,977
Total Value of Housing Successor Assets	\$90,331,809

6. DESCRIPTION OF TRANSFERS

The Housing Successor did not make any LMIHAF transfers to other Housing Successor(s) under Section 34176.1 (c)(2) during the Fiscal Year.

7. PROJECT DESCRIPTIONS

The Housing Successor does not receive or hold property tax revenue pursuant to the ROPS.

8. STATUS OF COMPLIANCE WITH SECTION 33334.16

Section 34176.1 provides that Section 33334.16 does not apply to interests in real property acquired by the Housing Successor on or after February 1, 2012; however, this Report presents a status update on the project related to such real property.

With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time periods described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF; thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date the DOF approved such property as a housing asset.

Please see the attachment titled "Item #8 — Status of Compliance with Section 33334.16, Real Property Assets, FY 19-20" for a status update on the real properties housing assets that were acquired prior to February 1, 2012 and compliance with five-year period.

No properties have been acquired by the Housing Successor using LMIHAF monies on or after February 1, 2012.

9. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO SECTION 33413

Replacement Housing: According to the 2009/10 through 2013/2014 Implementation Plan for the former redevelopment agency, no Section 33413(a) replacement housing obligations were transferred to the Housing Successor, as there were no replacement housing obligations.

Inclusionary/Production Housing: According to the 2009/2010 through 2013/2014 Implementation Plan for the former redevelopment agency, the following inclusionary/production housing obligations were transferred to the Housing Successor:

An inclusionary housing deficiency of 977 units. Since the plan was approved, 454 inclusionary housing units have been added, reducing the inclusionary housing deficiency to 523 units through Fiscal Year 19/20.

The former redevelopment agency's Implementation Plans are posted on the City's website at www.cityoflancasterca.org, in the Housing and Neighborhood Revitalization Section under Departments and Services.

10. EXTREMELY-LOW INCOME TEST

Section 34176.1 (a)(3)(B) requires that the Housing Successor must require at least 30% of the LMIHAF to be expended for development of rental housing affordable to and occupied by households earning 30% or less of the AMI. If the Housing Successor fails to comply with the Extremely-Low Income requirement in any five-year report, then the Housing Successor must ensure that at least 50% of the funds remaining in the LMIHAF be expended in each fiscal year following the latest fiscal year following the report on households earning 30% or less of the AMI until the Housing Successor demonstrates compliance with the Extremely-Low Income requirement.¹

11. SENIOR HOUSING TEST

The Housing Successor is to calculate the percentage of units of deed-restricted rental housing restricted to seniors and assisted by the Housing Successor, the former redevelopment agency and/or the City within the previous 11 years in relation to the aggregate number of units of deed-restricted rental housing assisted by the Housing Successor, the former redevelopment agency and/or City within the same time period. If this percentage exceeds 50%, then the Housing Successor cannot expend future funds in the LMIHAF to assist additional senior housing units until the Housing Successor or City assists and construction has commenced on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units.

¹ Due to staff turnover, staff continues to gather data and will amend the Report when fully vetted.

v.

The following provides the Housing Successor's Senior Housing Test for the 11-year period of Fiscal Year 09/10 through Fiscal Year 19/20:

Senior Housing Test	09/10 through 19/20
# of Total Assisted Rental Units	328 units
Senior Housing Percentage	35.36%
# of Assisted Senior Rental Units	116 units

12. EXCESS SURPLUS TEST

Excess Surplus is defined in Section 34176.1 (d) as an unencumbered amount in the account that exceeds the greater of one million dollars (\$1 or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater).

Pursuant to attachment titled "Item #12 - Excess Surplus Test," the Housing Successor LMIHAF has no Excess Surplus.

13. INVENTORY OF ASSISTED HOMEOWNERSHIP UNITS

An inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to subdivision (f) of Section 33334.3.

This Report is to be provided to the California Department of Housing and Community and is to be made available to the public on the city's website, www.cityoflancasterca.org.²

² Due to staff turnover, staff continues to gather data and will amend the Report when fully vetted.

Item #8 - Status of Compliance with Section 33334 16 Real Property Asset FY 19-20
(Document 1 of 2)

REAL PROPERTY OWNED BY LANCASTER HOUSING AUTHORITY SUCCESSOR TO LMIHAF, AS OF 6/30/20:

ASSESSOR'S PARCEL NUMBER	PROPERTY ADDRESS/DESCRIPTION	DATE OF ACQUISITION/DOF APPROVAL OF HAT	DEADLINE TO INITIATE DEVELOPMENT ACTIVITY	STATUS OF HOUSING SUCCESSOR ACTIVITY	SOURCE OF LOW-MOD HOUSING COVENANT
31 10-027-900	43028 GUYMAN AVENUE	3/2/2013	3/2/2018	Neighborhood Impact Home-Trend Neighborhood	California Redevel Law
31 10-030-901	43057 39TH STREET WEST	3/2/2013	3/21/2018	Wellness Home-Trend Neighborhood	California Redevel Law
3120-005-900	45740 KINGTREE AVENUE	3/2/2013	3/2/2018	Neighborhood Impact Home-Desert View Neighborhood	California Redevel Law
3120-005-902	1102 W AVENUE 1+5	3/2/2013	3/21/2018	Wellness Home-Desert View Neighborhood	California Redevel Law
3120-011-900	45531 10TH STREET WEST	3/2/2013	3/2/2018	Desert View Neighborhood*	California Redevel Law
3120-011-901	VACANT LAND-IOW so of H-8	3/2/2013	3/2/2018	Desert View Neighborhood *	California Redevel Law
3120-011-902/903	VACANT LAND-IOW so of H-8	3/2/2013	3/2/2018	Desert View Neighborhood*	California Redevel Law
3120-011-904	VACANT LAND-adj to 10W so of H-8	3/2/2013	3/2/2018	Desert View Neighborhood*	California Redevel Law
3120-011-905	45507 10TH STREET WEST	3/2/2013	3/2/2018	Desert View Neighborhood*	California Redevel Law
3120-011-906	45533 10TH STREET WEST	3/2/2013	3/2/2018	Desert View Neighborhood*	California Redevel Law
3120-012-901	45423 10TH STREET WEST	3/2/2013	3/2/2018	Desert View Neighborhood*	California Redevel Law
3120-012-902/903	VAC/IOTH WIVIC H12	3/2/2013	3/2/2018	Desert View Neighborhood*	California Redevel Law
3120-029-901	45220 KINGTREE AVENUE	3/2/2013	3/2/2018	Desert View Neighborhood*	California Redevel Law
3120-029-903	1102 W AVENUE H-14	3/2/2013	3/2/2018	For Sale and Being Marketed-Desert View Neighborhood	California Redevel Law
3120-030-902	1258 W AVENUE H-15	3/2/2013	3/2/2018	For Sale and Being Marketed-Desert View Neighborhood	California Redevel Law
3123-010-900	43745 12TH STREET WEST	3/2/2013	3/2/2018	Neighborhood Impact Home-Lowtree Neighborhood	California Redevel Law
3123-013-900	1316 W AVENUE O-3	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3123-013-901	1304 W AVENUE J-3	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3123-014-900	1355 W AVENUE. J-3	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3123-014-901	1335 W AVENUE J-3	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3123-014-902	1300 W AVENUE J-2	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3123-014-903	1305 W AVENUE J-3	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3123-014-904/905	1326 & 1336 W AVENUE J-2	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3123-014-906	1317 W AVENUE J-3	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3123-014-907	1323 W AVENUE J-3	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3123-014-908	1318 W AVENUE J-2	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3123-014-909	1312 W AVENUE J-2	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3123-014-910	1308 W AVENUE J-2	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3123-014-911	1329 W AVENUE J-3	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law

Item #8 - Status of Compliance with Section 33334 16 Real Property Asset FY 19-20
(Document 1 of 2)

3123-014-912	1311 W AVENUE J-3	3/2/2013	3/212018	Lowtree Neighborhood*	California Redevel Law
3123-014-913	1341 W AVENUE J-3	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3123-014-914	1347 W AVENUE J-3	312/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3123-014-915/916 & 3123-015907/908	VACIAVENUE J-2/VIC 15TH ST W	312/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law

ASSESSORS PARCEL NUMBER	PROPERTY ADDRESS/DESCRIPTION	DATE OF ACQUISITION/ DOF APPROVAL OF HAT	DEADLINE TO INITIATE DEVELOPMENT ACTIVITY	STATUS OF HOUSING SUCCESSOR ACTIVITY	SOURCE OF LOW-MOD HOUSING COVENANT
3123-015-900/901	1337&1343 W AVENUE J-2	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3123-015-902	1315 W AVENUE J-2	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3123-015-903/904	1325/1331 W AVENUE J-2	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3123-015-905	1309 W AVENUE J-2	3/2/2013	312/2018	Lowtree Neighborhood*	California Redevel Law
3123-015-906	1303 W AVENUE J-2	3/2/2013	31212018	Lowtree Neighborhood*	California Redevel Law
3123-016-904	44259 KINGTREE AVENUE	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3123-016-905	44245 KINGTREE AVENUE	3/2/2013	3/2/2018	Lowtree Neighborhood*	California Redevel Law
3132-010-900	44302 BEECH AVENUE	3/2/2013	3/2/2018	Parkview Neighborhood*	California Redevel Law
3132-010-901	44330 BEECH AVENUE	3/2/2013	3/2/2018	Parkview Neighborhood*	California Redevel Law
3132-010-902	44318 BEECH AVENUE	3/2/2013	3/2/2018	Parkview Neighborhood*	California Redevel Law
3132-010-903	44324 BEECH AVENUE	3/2/2013	3/2/2018	Parkview Neighborhood*	California Redevel Law
3132-010-904	44338 BEECH AVENUE	3/2/2013	3/2/2018	Parkview Neighborhood*	California Redevel Law
3132-012-900	44120 BEECH AVENUE	3/2/2013	3/2/2018	Parkview Neighborhood*	California Redevel Law
3132-012-901	44100 BEECH AVENUE	3/2/2013	3/2/2018	Parkview Neighborhood*	California Redevel Law
3132-013-900	44078 BEECH AVENUE	3/2/2013	31212018	Parkview Neighborhood*	California Redevel Law
3132-013-901	44064 BEECH AVENUE	3/2/2013	3/2/2018	Parkview Neighborhood*	California Redevel Law
3132-013-902	44072 BEECH AVENUE	3/2/2013	3/2/2018	Parkview Neighborhood*	California Redevel Law
3132-013-903	44038 BEECH AVENUE	3/2/2013	3/2/2018	Parkview Neighborhood*	California Redevel Law
3132-013-904	44052 BEECH AVENUE	3/2/2013	3/2/2018	Parkview Neighborhood*	California Redevel Law
3134-001-902	FORMERLY 650 AVENUE I - NO NEW ADDRESS	3/2/2013	3/2/2018	North Downtown Neighborhood*	California Redevel Law
3134-001-905	FORMERLY 666 W AVENUE I - NO NEW ADDRESS	3/2/2013	3/2/2018	North Downtown Neighborhood*	California Redevel Law
3134-001-908	45167 DATE (PURCH w/3134-001-902 & DIVIDED	3/2/2013	31212018	North Downtown Neighborhood*	California Redevel Law

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3134-002-903	W AVENUE I - NO ADDRESS	31212013	3/2/2018	North Downtown Neighborhood*	California Redevel Law
3134-002-904	622 W AVENUE I	3/2/2013	3/2/2018	North Downtown Neighborhood*	California Redevel Law
3134-002-908	610 W AVENUE	3/2/2013	3/2/2018	North Downtown Neighborhood*	California Redevel Law
3134-003-905	VACANT LAND	3/2/2013	3/2/2018	North Downtown Neighborhood*	California Redevel Law
3134-003-907	554 W AVENUE I	3/2/2013	3/2/2018	North Downtown Neighborhood*	California Redevel Law
3134-003-910/911	548 W AVENUE WAC-BEECH AVENUE VIC AVENUE I	3/2/2013	3/2/2018	North Downtown Neighborhood*	California Redevel Law
3134-003-916	45157 BEECH AVENUE-NO OF NEW GILLEY WY/BEECH	3/2/2013	3/2/2018	North Downtown Neighborhood*	California Redevel Law
3134-004-912	VAC-IVESBROOK/ALLEY	3/2/2013	3/2/2018	North Downtown Neighborhood*	California Redevel Law
3134-004-913	45151 SIERRA HWY	3/2/2013	3/2/2018	North Downtown Neighborhood*	California Redevel Law
3134-004-915/916	518-525 W IVESBROOK	3/2/2013	3/2/2018	North Downtown Neighborhood*	California Redevel Law
3134-004-917	528 W AVENUE I	3/2/2013	3/2/2018	North Downtown Neighborhood*	California Redevel Law

ASSESSORS PARCEL NUMBER	PROPERTY ADDRESS/DESCRIPTION	DATE OF ACQUISITION/DOF APPROVAL OF HAT	DEADLINE TO INITIATE DEVELOPMENT ACTIVITY	STATUS OF HOUSING SUCCESSOR ACTIVITY	SOURCE OF LOW-MOD HOUSING COVENANT
3134-004-918	45159 SIERRA HWY	3/2/2013	31212018	North Downtown Neighborhood*	California Redevel Law
3134-017-901	E SIDE ELM/SO OF MILLING	3/2/2013	3/2/2018	North Downtown Neighborhood*	California Redevel Law
3134-019-900	44715 BEECH AVENUE	3/2/2013	3/2/2018	South Downtown Neighborhood*	California Redevel Law
3134-021-900	44660 BEECH AVENUE	3/2/2013	312/2018	South Downtown Neighborhood*	California Redevel Law
3135-005-906	45523 SIERRA HWY	3/212013	3/2/2018	Mariposa Neighborhood*	California Redevel Law
3135-005-907	45527 SIERRA HWY	3/2/2013	3/2/2018	Mariposa Neighborhood*	California Redevel Law
3135-005-908	45441 SIERRA HWY	3/2/2013	3/2/2018	Mariposa Neighborhood*	California Redevel Law
3135-005-908/911	45541 & 45543 SIERRA HWY	3/2/2013	31212018	Mariposa Neighborhood*	California Redevel Law
3135-005-910/909	45463/45503 SIERRA HWY	3/2/2013	3/2/2018	Mariposa Neighborhood*	California Redevel Law
3135-005-912/913	45417 SIERRA HWY	3/2/2013	3/2/2018	Mariposa Neighborhood*	California Redevel Law
3135-005-914	45411 SIERRA HWY	3121201 3	31212018	Mariposa Neighborhood*	California Redevel Law
3135-014-901	45534 GADSDEN AVENUE	3/2/201 3	3/2/2018	Wellness Home-Mariposa Neighborhood	California Redevel Law
3138-008-900	45003-13 DIVISION ST	3/2/2013	3/2/2018	Yucca Neighborhood*	California Redevel Law
3138-008-901	45018 SPEARMAN	3/2/2013	3/2/2018	Yucca Neighborhood*	California Redevel Law

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3138-008-902	45026 SPEARMAN	3/2/2013	3/2/2018	Yucca Neighborhood*	California Redev Law
3138-01 1-900	44923 TREVOR AVENUE	3/2/2013	3/2/2018	Yucca Neighborhood*	California Redev Law
3138-015-904	44820 REDWOOD AVENUE	3/2/2013	3/2/2018	Yucca Neighborhood*	California Redev Law
3138-016-900	44810 TREVOR AVENUE	3/2/2013	3/2/2018	Yucca Neighborhood*	California Redev Law
3138-016-901	219 W MILLING ST	3/2/2013	3/2/2018	Yucca Neighborhood*	California Redev Law
3138-016-902	44806 SPEARMAN	3/2/2013	3/2/2018	Yucca Neighborhood*	California Redev Law
3138-025-900	218 W NEWGROVE ST	3/2/2013	3/2/2018	Yucca Neighborhood*	California Redev Law
3140-019-900	302 E AVENUE J-12	3/2/2013	3/2/2018	Neighborhood 1m act Home-Joshua Neighborhood	California Redev Law
3141-009-900	44381 STANRIDGE AVENUE	3/2/2013	3/2/2018	Wellness Home-Joshua Neighborhood	California Redev Law
3142-018-900	422 LANDSFORD ST	3/2/2013	3/2/2018	Neighborhood Impact Home-Linda Verde Neighborhood	California Redev Law
3148-027-9001901	44125 CANYON WY	3/2/2013	3/2/2018	Linda Verde Neighborhood*	California Redev Law
3176-005-912916/918-923	Old Fairgrounds excl Larwin Housing CSUB & Park	3/2/2013	3/2/2018	Piute Neighborhood*	California Redev Law
3176-007-901/902	345 & 353 E AVENUE H-13	3/2/2013	3/2/2018	Piute Neighborhood*	California Redev Law
3176-007-903	323-325 E AVENUE 1+13	3/2/2013	3/2/2018	Piute Neighborhood*	California Redev Law
3176-007-904	341-343 E AVENUE H-13	3/2/2013	3/2/2018	Piute Neighborhood*	California Redev Law
3176-007-905	317 E AVENUE 1-1-1 3	3/2/2013	3/2/2018	Piute Neighborhood*	California Redev Law
3176-007-906	45333-45335 4TH STREET EAST	3/2/2013	3/2/2018	Piute Neighborhood*	California Redev Law
3176-007-907	331 & 333 E AVENUE 1-1-13	3/2/2013	3/2/2018	Piute Neighborhood*	California Redev Law
ASSESSORS PARCEL NUMBER	PROPERTY ADDRESS/DESCRIPTION	DATE OF ACQUISITION/DOF APPROVAL OF HAT	DEADLINE TO INITIATE DEVELOPMENT ACTIVITY	STATUS OF HOUSING SUCCESSOR ACTIVITY	SOURCE OF LOW-MOD HOUSING COVENANT
3176-007-908	309 & 311 E AVENUE H-13	3/2/2013	3/2/2018	Piute Neighborhood*	California Redev Law
3176-012-901	45534 5TH STREET EAST	3/2/2013	3/2/2018	Wellness Home-Piute Neighborhood	California Redev Law
3176-017-900	45304 5TH STREET EAST	3/2/2013	3/2/2018	Neighborhood Impact Home-Piute Neighborhood	California Redev Law
VARIOUS APNS	OHDS-Beech to Cedar/Woodgate to H-8	3/2/2013	3/2/2018	Mariposa Neighborhood*	California Redev Law

*Vacant land, much of which consists of contiguous parcels. These parcels were purchased as part of long-term neighborhood projects. The established neighborhood projects are as follows: Trend, Desert View, Lowtree, Parkview, North Downtown, South Downtown, Mariposa, Yucca, and Piute.

The Lancaster Housing Authority (LHA) has been taking the necessary steps to develop these parcels:

- LHA has completed the approval of a Master Vision Plan for the development of a Master Planned Community.
- The contiguous parcels are being assimilated together to create large parcel maps for development.
- Disposition and Development Agreements will be put in place as the economy strengthens, for development of these projects as part of the Master Planned Community and in accordance with the approved Master Vision Plan for the established neighborhoods.

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
1	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3110-015028, 3520 West Avenue K-10, Eley Kenneth	\$ 96,152	936	936	Yes	California Redevelop	24-Jan-12	\$96,152	\$0	\$0	FY 08-09	CC & R's
2	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3110-017. 030, 42836 West Alep Avenue, Eddie & Sandra	\$ 66,175	936	936	Yes	California Redevelop	24-Jan-12	\$66,175	\$0	\$0	FY 08-09	CC & R's
3	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3110-018037, 3640 Balmont Drive, Mark Rodriguez	\$ 70,476	1,459	1,459	Yes	California Redevelop	24-Jan-12	\$70,476	\$0	\$0	FY 09-10	CC & R's
4	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3110-020010, 43054 36th Stree West, Nora Ahumada	\$ 68,252	918	918	Yes	California Redevelop	24-Jan-12	\$68,252	\$0	\$0	FY 09-10	CC & R's
5	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3110-021. 010. 3623 West Avenue K-10, Macias Ricardo	\$ 65,312	936	936	Yes	California Redevelop	24-Jan-12	\$65,312	\$0	\$0	FY 09-10	CC & R's
6	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3110-022026, 43040 Alexo Drive, Acain Adela	\$ 51,190	720	720	Yes	California Redevelop	24-Jan-12	\$51,190	\$0	\$0	FY 08-09	CC & R's
7	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3110-023026, 42921 36th Street west, Valerie Reyes	\$ 101,343	936	936	Yes	California Redevelop	24-Jan-12	\$101,343	\$0	\$0	FY 08-09	CC & R's
8	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3110-0233622 West Avenue K-10, Karen Coker	\$ 73,300	1,178	1,178	Yes	California Redevelop	24-Jan-12	\$73,300	\$0	\$0	FY 09-10	CC & R's
10	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3110-029045, 3701 West Avenue K-1 1, William & Leticia	\$ 67,302	1,178	1,178	Yes	California Redevelop	24-Jan-12	\$67,302	\$0	\$0	FY 08-09	CC & R's
13	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-002033, 1034 West Avenue H-2, Stephen Ruhle	\$ 99,830	1,344	1,344	Yes	California Redevelop	24-Jan-12	\$99,830	\$0	\$0	FY 08-09	CC & R's
14	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-002034, 1017 West Avenue H-3, Monica Cardenas	\$ 84,918	1,118	1,118	Yes	California Redevelop	24-Jan-12	\$84,918	\$0	\$0	FY 08-09	CC & R's
15	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-004900, 1109 West Avenue H-5, David Tristen	\$ 98,329	1,344	1,344	Yes	California Redevelop	24-Jan-12	\$98,329	\$0	\$0	FY 08-09	CC & R's
17	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-005032. 1108 West Avenue H-5, Char-ty Cabrera	\$ 94,618	1,344	1,344	Yes	California Redevelop	24-Jan-12	\$94,618	\$0	\$0	FY 08-09	CC & R's

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19	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-005029, 1120 West Avenue H-5, Timothy Loyd	\$ 105,189	1,344	1,344	Yes	California Redevelop	24-Jan-12	\$105,189	\$0	\$0	FY 08-09	CC & R's
20	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-005031, 1035 West Avenue H-6, Adrian Ybarra	\$ 99,614	1,196	1,196	Yes	California Redevelop	24-Jan-12	\$99,614	\$0	\$0	FY 08-09	CC & R's
21	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-005030, 1114 West Avenue H-5, Susan Morgan	\$ 98,447	1,420	1,420	Yes	California Redevelop	24-Jan-12	\$98,447	\$0	\$0	FY 08-09	CC & R's
22	Low-Mod Housing	Lancaster Redevelopment Agency, APN3146-003-90044848 Rodin Ave. AwnadaSan Martin	\$ 237,393	1,227	1,227	Yes	California Redevelop	24-Jan-12	\$18,000	\$0	\$0	FY 08-09	CC & R's
23	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-009014, 1139 West Avenue H-8, Paniagua Carmen	\$ 95,555	1,287	1,287	Yes	California Redevelop	24-Jan-12	\$95,555	\$0	\$0	FY 08-09	CC & R's
24	Low-Mod Housing	Lancaster Redevelopment Agency, APN3135-003-900 809 W Ave. H-8 Angelica Sanchez	\$ 22,8765	1092	1092	yes	California Redevelop	24-Jan-12	126,480	\$0	\$0	FY 08-09	CC & R's
25	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3123-019-903 1038 Ave J-5 Javier Sotomayor	\$ 233,468	1556	1556	yes	California Redevelop	24-Jan-12	76,500	\$0	\$0	FY 08-09	CC & R's
31	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-012021, 45454 11th St West, George Robinson	\$ 69,728	1,489	1,489	Yes	California Redevelop	24-Jan-12	\$69,728	\$0	\$0	FY 08-09	CC & R's
35	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-014900 (029) 45436 12th Street west, Lucia Castellano	\$ 100,379	1,073	1,073	Yes	California Redevelop	24-Jan-12	\$100.379	\$0	\$0	FY 08-09	CC & R's
36	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-023900 (021), 45449 Leatherwood Ave, Juan Ramirez	\$ 77,196	1,241	1,241	Yes	California Redevelop	24-Jan-12	\$77,196	\$0	\$0	FY 08-09	CC & R's
37	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-026900 (021), 45303 Kingtree Avenue, Cuevas Ramiro	\$ 63,710	1,364	1,364	Yes	California Redevelop	24-Jan-12	\$63,710	\$0	\$0	FY 09-10	CC & R's
38	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-026901 (022), 1209 Boyden Avenue, Castillo Arcadio	\$ 56,397	1,364	1,364	Yes	California Redevelop	24-Jan-12	\$56,397	\$0	\$0	FY 09_10	CC & R's
40	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-029900 (025), 1106 West Avenue H-14, Jentina Guy	\$ 101,848	1,385	1,385	Yes	California Redevelop	24-Jan-12	\$101,848	\$0	\$0	FY 08-09	CC & R's
42	Low-Mod Housing	Lancaster Redevelopment Agency, Martin Rosales Davalos, APN 3120-029-902 (026). 1008 West Ave	\$ 69,117	1,385	1,385	Yes	California Redevelop	24-Jan-12	\$69,117	\$0	\$0	FY 09-10	n/a

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44	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-030900 (023), 1252 West Avenue H-15. Campos Bella	\$ 81,125	954	954	Yes	California Redevelop	24-Jan-12	\$81,125	\$0	\$0		FY 08-09	CC & R's
45	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-030901 (024), 1232 West Ave H-15, Karen Rodriguez	\$ 87,990	1,320	1,320	Yes	California Redevelop	24-Jan-12	\$87,990	\$0	\$0		FY 08-09	CC & R's
47	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-032016 (032), 1259 West Avenue H-14. Mary Hawkins	\$ 36,064	1,364	1,364	Yes	California Redevelop	24-Jan-12	\$36,064	\$0	\$0		FY 10-1 1	CC & R's
48	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-034900 (040) 1409 West Avenue H-13, Tiffany Martin	\$ 91,030	1,181	1,181	Yes	California Redevelop	24-Jan-12	\$911030	\$0	\$0		FY 08-09	CC & R's
49	Low-Mod Housing	Lancaster Redevelopment Agency, Miguel & Mima Morgan. APN 3120-034-901, 1338 Indian Sage	\$ 87,369	1,689	1,689	Yes	California Redevelop	24-Jan-12	\$87,369	\$0	\$0		FY 08-09	n/a
50	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-036901, 1407 west Avenue H-15, Ruby Zepeda	\$ 75,177	1,605	1,605	Yes	California Redevelop	24-Jan-12	\$75,177	\$0	\$0		FY 09-10	CC & R's
52	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3120-037901(035), 1347 west Avenue I, Pelayo-Robles	\$ 71,542	954	954	Yes	California Redevelop	24-Jan-12	\$71,542	\$0	\$0		FY 08-09	CC & R's
53	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3120-037902, 1304 west H-15, Huero Simona	\$ 58,946	961	961	Yes	California Redevelop	24-Jan-12	\$58,946	\$0	\$0		FY 09-10	CC & R's
54	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-037903 (049), 1303 West Avenue I, Rafeal Garcia	\$ 28,856	1,385	1,385	Yes	California Redevelop	24-Jan-12	\$28,856	\$0	\$0		FY 09-10	CC & R's
55	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3120-037904 (048), 1307 West Avenue I. Ana Cecilia Vigil	\$ 39,717	1,385	1,385	Yes	California Redevelop	24-Jan-12	\$39,717	\$0	\$0		FY 09-10	CC & R's
56	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-037905(053), 1315 West Avenue I. Andre Klukowski	\$ 263,315	1,385	1,385	Yes	California Redevelop	24-Jan-12	\$263,315	\$0	\$0		FY 09-10	CC & R's
57	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-037906 (047), 1329 West Avenue I. Gustavo Martinez	\$ 443,820	1,385	1,385	Yes	California Redevelop	24-Jan-12	\$443,820	\$0	\$0		FY 10-1 1	CC & R's
58	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-037054. 1333 West Avenue I, Gary Hawkins	\$ 443,820	1,385	1,385	Yes	California Redevelop	24-Jan-12	\$443,820	\$0	\$0		FY 10-1 1	CC & R's
59	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3120-037908 (052), 1323 West Avenue I. Jose Calderan	\$ 277,667	1,385	1,385	Yes	California Redevelop	24-Jan-12	\$277,667	\$0	\$0		FY 10-1 1	CC & R's

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95	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3123-018900 (043), 44127 11th Street West, Rodrick Evans	\$ 114,924	1,334	1,334	Yes	California Redevelop	24-Jan-12	\$114,924	\$0	\$0		FY 07-08 & 08-09	CC & R's
96	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3123-019042, 1051 West Avenue J-6, Estefania Vasquez	\$ 73,858	1,161	1,161	Yes	California Redevelop	24-Jan-12	\$73,858	\$0	\$0		FY 08-09	CC & R's
97	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3123-019902 (040), 1021 West Avenue J-6, Leopolepo	\$ 85,485	1,161	1,161	Yes	California Redevelop	24-Jan-12	\$85,485	\$0	\$0		FY 08-09	CC & R's
99	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3123-021. 900 (043), 1003 West Avenue J-8. Erika Morales	\$ 80,731	1,219	1,219	Yes	California Redevelop	24-Jan-12	\$80,731	\$0	\$0		FY 08-09	CC & R's
100	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3123-021. 902 (041), 1144 West Avenue J-7, Natalie Corona	\$ 95,351	1,334	1,334	Yes	California Redevelop	24-Jan-12	\$95,351	\$0	\$0		FY 08-09	CC & R's
115	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3133-020900 (035), 44623 Elm Avenue, Jesus Zuniga	\$ 42,625	880	880	Yes	California Redevelop	24-Jan-12	\$42,625	\$0	\$0		FY 08-09	CC & R's
121	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3134-001913, (032). 641 Jackman Avenue, Frances Seresers	\$ 347,029	1,364	1,364	Yes	California Redevelop	24-Jan-12	\$347,029	\$0	\$0		DIVIDED 10-1 1	CC & R's
122	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3134-001. 915 (034). 45113 Date Avenue, Juan Lopez	\$ 347,029	1,321	1,321	Yes	California Redevelop	24-Jan-12	\$347,029	\$0	\$0		DIVIDED 10-1 1	CC & R's
123	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3134-001916 (033), 649 Jackman Avenue, Clarice Damon	\$ 347,029	1,364	1,364	Yes	California Redevelop	24-Jan-12	\$347,029	\$0	\$0		DIVIDED 10-1 1	CC & R's
136	Low-Mod Housing	Lancaster Redevelopment Agency, Alexander Teamer, 567 West Jackman St, APN 3134-003-924	\$ 111,716	1,364	1,364	Yes	California Redevelop	24-Jan-12	\$111,716	\$0	\$0		DIVIDED 10-1 1	n/a
206	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3135-009035, 631 West Avenue H-12, Rogelio Gaytan	\$ 51,570	996	996	Yes	California Redevelop	24-Jan-12	\$51,570	\$0	\$0		FY 08-09	CC & R's
207	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3135-010900 (031), 45532 Fig Avenue, Juliette Morris	100,714	1,092	1,092	Yes	California Redevelop	24-Jan-12	\$100,714	\$0	\$0		FY 08-09	CC & R's

Interest in Property Held by LHA Successor, 6/30/20

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)	Item #
208	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3135-010901 (032), 45434 Fig Avenue, Jonathan Carmack	\$ 51,216	1,312	1,312	Yes	California Redevelop	24-Jan-12	\$51,216	\$0	\$0		FY 08-09	CC & R's
210	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3135-015039. 45447 Gadsden Avenue, Tamika Lewis	\$ 94,857	1,118	1,118	Yes	California Redevelop	24-Jan-12	\$94,857	\$0	\$0		FY 08-09	CC & R's
213	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3135-015040, 45408 Genoa Avenue, Tomas Barahona	\$ 51,107	1,118	1,118	Yes	California Redevelop	24-Jan-12	\$51,107	\$0	\$0		FY 09-10	CC & R's
214	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3135-020017, 822 West Avenue H-14, Sarah Bringham	\$ 80,224	975	975	Yes	California Redevelop	24-Jan-12	\$80,224	\$0	\$0		FY 08-09	CC & R's
216	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3135-020903 (016), 708 West Avenue H-13, Francisco	\$ 85,117	954	954	Yes	California Redevelop	24-Jan-12	\$85,117	\$0	\$0		FY 08-09	CC & R's
217	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3135-020904, 720 West Avenue H-13, Richard Bennett	\$ 75,480	1,030	1,030	Yes	California Redevelop	24-Jan-12	\$75,480	\$0	\$0		FY 08-09	CC & R's
218	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3135-022901 (028). 73B West Avenue H-12, Sabrina Abad	\$ 89,857	1,090	1,090	Yes	California Redevelop	24-Jan-12	\$89,857	\$0	\$0		FY 08-09	CC & R's
253	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3176-005024, 45403 3rd Street East, Romona Singleton	\$ 116,332	1,204	1,204	Yes	California Redevelop	24-Jan-12	\$116,332	\$0	\$0		FY 07-08 & 08-09	CC & R's
254	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3176-005035, 45533 3rd Street East. Shrona Davis,	\$ 71,224	1,204	1,204	Yes	California Redevelop	24-Jan-12	\$71,224	\$0	\$0		FY 08-09	CC & R's
255	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3176-005034. 45563 3rd Street East, Leon Enriquez Jose	\$ 80,440	1,229	1,229	Yes	California Redevelop	24-Jan-12	\$80,440	\$0	\$0		FY 08-09	CC & R's
256	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3176-006036, 45409 3rd Street East, Franco Rigoberto,	\$ 110,950	1,229	1,229	Yes	California Redevelop	24-Jan-12	\$110,950	\$0	\$0		FY 07-08 & 08-09	CC & R's
257	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3176-006051, 45545 Foxtan Avenue. Julia Hamilton	\$ 98,234	1,529	1,529	Yes	California Redevelop	24-Jan-12	\$98,234	\$0	\$0		FY 08-09	CC & R's
258	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3176-006050, 45540 3rd Street East, Dear Antionette	\$ 83,344	1,244	1,244	Yes	California Redevelop	24-Jan-12	\$83,344	\$0	\$0		FY 08-09	CC & R's
267	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3176-007034, 45436 Foxtan Avenue, Francisco Santos	\$ 59,284	1,229	1,229	Yes	California Redevelop	24-Jan-12	\$59,284	\$0	\$0		FY 08-09	CC & R's

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269	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3176-008.037 45438 Gingham Avenue, Nora Francisco	\$ 105,272	1,229	1,229	Yes	California Redevelop	24-Jan-12	\$105,272	\$0	\$0		FY 08-09	CC & R's
270	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3176-008036, 45434 4th street East, Mary Butch	\$ 75,421	1,204	1,204	Yes	California Redevelop	24-Jan-12	\$75,421	\$0	\$0		FY 08-09	CC & R's
271	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3176-008035, 45413 Gingham Avenue, Paul Jones	\$ 81,282	1,204	1,204	Yes	California Redevelop	24-Jan-12	\$81,282	\$0	\$0		FY 08-09	CC & R's
272	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3176-008038. 45420 4th Street East, Maria Elizabeth Burgos	\$ 76,352	1,229	1,229	Yes	California Redevelop	24-Jan-12	\$76,352	\$0	\$0		FY 08-09	CC & R's
273	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3176-011902, 45448 Raysack Avenue, Rebecca Rochester	\$ 45,492	1,484	1,484	Yes	California Redevelop	24-Jan-12	\$45,492	\$0	\$0		FY 09-10	CC & R's
275	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3176-012025, 45549 Sancroft Avenue, Alverado Manuela	\$ 43,628	1,204	1,204	Yes	California Redevelop	24-Jan-12	\$43,628	\$0	\$0		FY 08-09	CC & R's
276	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3176-013054, 45510 Sancroft Avenue, Carlos Guzman	\$ 108,665	1,246	1,246	Yes	California Redevelop	24-Jan-12	\$108,665	\$0	\$0		FY 08-09	CC & R's
277	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3176-013901, 45504 6th Sirteet East, Elda Cuadra	\$ 79,103	1,246	1,246	Yes	California Redevelop	24-Jan-12	\$79,103	\$0	\$0		FY 08-09	CC & R's
278	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3176-014900 (054), 45554 Andale Avenue. Lucilla Dominguez	\$ 100,253	1,204	1,204	Yes	California Redevelop	24-Jan-12	\$100,253	\$0	\$0		FY 08-09	CC & R's
279	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3176-014055, 45542 Andale Avenue, Jessica Gamer	\$ 47,946	1,246	1,246	Yes	California Redevelop	24-Jan-12	\$47,946	\$0	\$0		FY 08-09	CC & R's
280	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3176-014902. 45503 7th Street East, Maurice Mouton, Sr	\$ 49,656	1,278	1,278	Yes	California Redevelop	24-Jan-12	\$49,656	\$0	\$0		FY 09-10	n/a
281	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3176-015051, 45310 Rodin Avenue, Maria Rodriguez	\$ 85,810	1,204	1,204	Yes	California Redevelop	24-Jan-12	\$85,810	\$0	\$0		FY 08-09	CC & R's

Interest in Property Held by LHA Successor, 6/30/20

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
282	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3176-015050. 45337 Andale Avenue, Ryan & Natalie Larper	\$ 86,071	1,246	1,246	Yes	California Redevelop	24-Jan-12	\$86,071	\$0	\$0	FY 08-09	CC & R's
283	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3176-015902 (052), 45324 Rodin Avenue, Shemita Burries	\$ 78,787	1,237	1,237	Yes	California Redevelop	24-Jan-12	\$78,787	\$0	\$0	FY 08-09	CC & R's
284	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3176-015053. 45316 Rodin Avenue, Mario Garibaldi	\$ 80,836	1,246	1,246	Yes	California Redevelop	24-Jan-12	\$80,836	\$0	\$0	FY 08-09	CC & R's
285	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3176-016051, 45303 6th Street East, Juan Hernandez	\$ 110,310	1,204	1,204	Yes	California Redevelop	24-Jan-12	\$110,310	\$0	\$0	FY 08-09	CC & R's
286	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3176-016050, 45310 6th street East, Jorge Reyes	\$ 110,282	1,426	1,426	Yes	California Redevelop	24-Jan-12	\$110,282	\$0	\$0	FY 08-09	CC & R's
287	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3176-016902 (049), 45436 Sancroft Avenue, Ramona Valdiva	\$ 87,886	1,506	1,506	Yes	California Redevelop	24-Jan-12	\$87,886	\$0	\$0	FY 08-09	CC & R's
288	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3176-016053, 45422 Sancroft Avenue, Yesenia Gonzales	\$ 97,805	1,204	1,204	Yes	California Redevelop	24-Jan-12	\$97,805	\$0	\$0	FY 08-09	CC & R's
289	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3176-016052. 45317 Rodin Avenue, John Brownlee	\$ 66,246	1,246	1,246	Yes	California Redevelop	24-Jan-12	\$66,246	\$0	\$0	FY 08-09	CC & R's
290	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3176-016905, (45316 6th Street East, Albert Perez	\$ 69,403	1,204	1,204	Yes	California Redevelop	24-Jan-12	\$69,403	\$0	\$0	FY 09-10	CC & R's
292	Low-Mod Housing	Lancaster Redevelopment Agency, APN 3176-017025. 45437 Sancroft Avenue. William Siddatl	\$ 77,998	1,237	1,237	Yes	California Redevelop	24-Jan-12	\$77,998	\$0	\$0	FY 08-09	CC & R's
293	Low-Mod Housing	Lancaster Redevelopment Agency. APN 3176-022025. 45306 7th Street East. Kathryn Hernandez	\$ 80,452	1,304	1,304	Yes	California Redevelop	24-Jan-12	\$80,452	\$0	\$0	FY 08-09	CC & R's
294	Low-Mod Housing-(C, C & R only, no ownership	Willows Apartments, APN 3125-010-090. 1603 west Avenue K-g, Lancaster Ca	N/A	170,697	170,697	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
295	Low-Mod Housing-(C, C & R only, no ownership	Woodcreek Garden. APN 3128-002-015 thru 020, 43570 Gadsden Avenue, Lancaster Ca	N/A	361,716	361,716	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
296	Low-Mod Housing-(C, C & R only, no ownership	Sunset Creek-APN 3125-023-005 thru 009. 43436 North 16th Street West, Lancaster Ca	N/A	706,294	706,294	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
297	Low-Mod Housing-(C, C & R only, no ownership	Montecito Apartments, APN 3128-004-012, 835 West Avenue L. Lancaster Ca	N/A	164,400	164,400	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's

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298	Low-Mod Housing-(C, C & R only, no ownership	Newporter Apartments. APN 3150-010-037. 2105 East Avenue J-8, Lancaster Ca	N/A	111,336	111,336	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
299	Low-Mod Housing-(C, C & R only, no ownership	Westpark Villas Apartments, APN 3112-004-024, 43032 30th street west, Lancaster ca.	N/A	146,468	146,468	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
300	Low-Mod Housing-(C, C & R only, no ownership	High valley Apartments, APN 3124-013-022, 2237 West Avenue J-8, Lancaster Ca	N/A	129,896	129,896	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
301	Low-Mod Housing-(C, C & R only, no ownership	Antelope valley Pines, APN 3126-031-048 thru 051 43519 Kirkland Avenue, Lancaster Ca	N/A	459,647	459,647	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
302	Low-Mod Housing-(C, C & R only, no ownership	Silver Winds. APN 3133-029-004, 45180 Fem Avenue. Lancaster Ca	N/A	85,201	85,201	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
303	Low-Mod Housing-(C, C & R only, no ownership	Sierra Retirement Village, APN 3128-001-008. 43321 Sierra Highway, Lancaster Ca	N/A	29,719	29,719	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
304	Low-Mod Housing-(C, C & R only, no ownership	Cedar Creek, APN 3125-010-005, 1530 West Avenue K-8. Lancaster Ca	N/A	135,640	135,640	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
305	Low-Mod Housing-(C, C & R only, no ownership	Aurora Village, APN 3123-012-042, 43945 12th Street West, Lancaster Ca	N/A	85,265	85,265	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
306	Low-Mod Housing-(C, C & R only, no ownership	Arbor Gardens, APN 3133-026-037. 710 West Kettering Avenue, Lancaster Ca	N/A	18,460	18,460	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
307	Low-Mod Housing-(C, C & R only, no ownership	Arbor Gardens, APN 3133-026-053, 44919 Elm Avenue, Lancaster Ca	N/A	43,070	43,070	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's

Item #8, Continued Document 2 of 2 Interest in Property Held by	Successor, 6/30/18				Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low- Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non- RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage									
308	Low-Mod Housing-(C, C & R only, no ownership	Aurora Village APN 3123-012-044, 43945 12th Street West, Lancaster Ca	N/A	110,659	110,659	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
309	Low-Mod Housing-(C, C & R only, no ownership	Arbor Grove, APN 3133-002-018. 855 West Jackman Street	N/A	20,172	20,172	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
310	Low-Mod Housing-(C, C & R only, no ownership	Laurel Crest-APN 3134-004-043/044, 45114 Beech Avenue, Lancaster Ca	N/A	81,946	81,946	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
311	Low-Mod Housing-(C, C & R only, no ownership	Arbor Court-APN 3133-002-020/021, 838 Jackman Avenue. Lancaster Ca	N/A	41,748	41,748	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
312	Low-Mod Housing-(C, C & R only, no ownership	Essex Apartments. APN 3133-002-019, 44916 10th Street West, Lancaster Ca	N/A	77,065	77,065	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
313	Low-Mod Housing-(C, C & R only, no ownership	Arbor on Dale-APN 3134-009-0331028/025, 44927 Dale Avenue, Lancaster. Ca	N/A	45,404	45,404	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
314	Low-Mod Housing-(C, C & R only, no ownership	Sagebrush I-APN 3133-024-017/020/019/022. 44826 Fig Avenue, Lancaster Ca	N/A	16,819	16,819	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
315	Low-Mod Housing-(C, C & R only, no ownership	Sagebrush II-APN 3133-024-018/021, 707-715 Milling Avenue, Lancaster Ca	N/A	78,350	78,350	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
316	Low-Mod Housing-(C, C & R only, no ownership	Arbor Fields-APN 3134-005-038, 530 Jackman Avenue	N/A	106,485	106,485	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
317	Low-Mod Housing-(C, C & R only, no ownership	Arbor Lofts-APN 3134-009-032, 661 Lancaster Boulevard, Lancaster, Ca	N/A	42,052	42,052	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
318	Low-Mod Housing-(C, C & R only, no ownership	Brierwood Mobilehome Estates-APN 3176-020-901 56800 Challenger way. Lancaster Ca	N/A	1,661,904	1,661,904	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
319	Low-Mod Housing-(C, C & R only, no ownership	Desert Sands Estates-APN 3150-023-902/903, 45111 25th Street East, Lancaster Ca	N/A	363,736	363,736	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
320	Low-Mod Housing-(C, C & R only, no ownership	Friendly Village Mobilehome Estates-APN 3176-021068, 1301 West Avenue I, Lancaster Ca	N/A	2,548,051	2,548,051	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
321	Low-Mod Housing-(C, C & R only, no ownership	Hacienda Mobilehome Estates-APN 3150-011-026, 2330 East Avenue J-8, Lancaster Ca	N/A	1,673,833	1,673,833	Yes	CA Redev Law/MRB	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
322	Low-Mod Housing-(C, C & R only, no ownership	Mary I. Knapp, 43216 Crestwood court. APN 3112033-084, Operation Clean Sweep	N/A	1,064	1,064	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
323	Low-Mod Housing-(C, C & R only, no ownership	Anthony & Margie Marks. 3636 East Avenue H, APN 3154-005-044, Operation Clean Sweep	N/A	2,483	2,483	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
326	Low-Mod Housing-(C, C & R only, no ownership	Adelina Burruel. 44512 Tabler Avenue, APN 3146014-032, Operation Clean Sweep	N/A	1,622	1,622	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
330	Low-Mod Housing-(C, C & R only, no ownership	Francisco Montesdeoca & Guadalupe Romero, 45553 Gadsden Avenue. APN 3135-015-037.					California Redev Law	24-Jan-12					CC & R's

Interest in Property Held by LHA Successor, 6/30/20

			N/A	1,118	1,118	Yes			N/A	N/A	Yes	N/A	
341	Low-Mod Housing-(C, C & R only, no ownership	Frank & Mary Burch, 44715 Fenhold Street. APN 3147-017-040. Foreclosure Program	N/A	989	989	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
342	Low-Mod Housing-(C, C & R only, no ownership	Maximtno & Jesus Flores, 45336 10th Street West, APN 3135-017-023, Foreclosure Program	N/A	1,731	1,731	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
343	Low-Mod Housing-(C, C & R only, no ownership	Nanette Baer, 1252 Boyden Avenue, APN 3120-032 031. Foreclosure Program	N/A	970	970	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
344	Low-Mod Housing-(C, C & R only, no ownership	Alejandro Aranzazu. 44149 Raysack Avenue, APN 3141-015-055, Foreclosure Program	N/A	1,282	1,282	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
345	Low-Mod Housing-(C, C & R only, no ownership	Lisa Dahl, 44913 15th Street west, APN 3121-023021. Foreclosure Program	N/A	1,200	1,200	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
346	Low-Mod Housing-(C, C & R only, no ownership	John & Ruby Whilset, 2755 East Newgrove Street. APN 3150-031-091. Foreclosure Program	N/A	1,224	1,224	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's

Item #8, Continued Document 2 of 2 Interest in Property	Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
			Held by LHA Successor, 6/30/20											
	347	Low-Mod Housing-(C, C & R only, no ownership	Betty Herman, 1102 Norberry Street, APN 3122-021033, Foreclosure Program	N/A	720	720	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
	348	Low-Mod Housing-(C, C & R only, no ownership	Gary L Renner, 45432 Corkwood Avenue, APN 3135-007-035, Foreclosure Program	N/A	1,613	1,613	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
	349	Low-Mod Housing-(C, C & R only, no ownership	Paul Brady, 1534 Lancaster Boulevard, APN 3122007-059, Foreclosure Program	N/A	1,647	1,647	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
	350	Low-Mod Housing-(C, C & R only, no ownership	Mark & Brenda Sexto, 45501 Cedar Avenue, APN 3135-007-034, Foreclosure Program	N/A	1,613	1,613	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
	351	Low-Mod Housing-(C, C & R only, no ownership	Salomon & Elizabeth Gallardo, 1201 East Pondera Street, APN 3147-009-026, Foreclosure Program	N/A	1,360	1,360	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
	352	Low-Mod Housing-(C, C & R only, no ownership	Joel Valencia, 45357 Elm Avenue, APN 3135-025062, Skyview Tract	N/A	1,441	1,441	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
	353	Low-Mod Housing-(C, C & R only, no ownership	Alfredo Rios, 45327 Elm Avenue, APN 3135-025067, Skyview Tract	N/A	1,441	1,441	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
	354	Low-Mod Housing-(C, C & R only, no ownership	Chin Tao, 45307 Elm Avenue, APN 3135-025-070, Skyview Tract	N/A	1,441	1,441	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
	355	Low-Mod Housing-(C, C & R only, no ownership	Pedro & Leticia Lopez, 45255 Elm Avenue, APN 3135-025-074, Skyview Tract	N/A	1,441	1,441	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
	356	Low-Mod Housing-(C, C & R only, no ownership	Freddie Williams, 45257 Date Avenue, APN 3135025-084, Skyview Tract	N/A	1,441	1,441	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
	357	Low-Mod Housing-(C, C & R only, no ownership	Damian & Maria Rios, 45257 Corkwood Avenue, APN 3135-025-090, Skyview Tract	N/A	1,441	1,441	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
	358	Low-Mod Housing-(C, C & R only, no ownership	Manuel Gutierrez, Jr. & Manuel Gutierrez, Sr., 45264 Corkwood Avenue, APN 3135-025-092, Skyview	N/A	1,441	1,441	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
	359	Low-Mod Housing-(C, C & R only, no ownership	Juan & Marina Martinez, 45301 Cedar Avenue, 3135 025-095, Skyview Tract	N/A	1,441	1,441	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
	360	Low-Mod Housing-(C, C & R only, no ownership	Gerado & Rosa Ascencio, 520 West Avenue H-14, APN 3135-025-100, Skyview Tract	N/A	1,441	1,441	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
	361	Low-Mod Housing-(C, C & R only, no ownership	Michal McCann, 524 West Avenue H-13, APN 3135025-106, Skyview Tract	N/A	1,441	1,441	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
	362	Low-Mod Housing-(C, C & R only, no ownership	Robert Acuna, 517 West Avenue H-13, APN 3135025-112, Skyview Tract	N/A	1,441	1,441	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
	363	Low-Mod Housing-(C, C & R only, no ownership	Lester & Anita Flowers, 551 West Avenue H-13, APN 3135-025-116, Skyview Tract	N/A	1,441	1,441	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
	364	Low-Mod Housing-(C, C & R only, no ownership	Miguel Mendez, 613 West Avenue H-13, APN 3135025-120, Skyview Tract	N/A	1,441	1,441	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
	365	Low-Mod Housing-(C, C & R only, no ownership	Nelson & Caludia Ramos. 633 West Avenue H-13, APN 3135-025-123, Skyview Tract	N/A	1,441	1,441	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's

Interest in Property Held by LHA Successor, 6/30/20

366	Low-Mod Housing-(C, C & R only, no ownership)	Juana & Gustavo Garcia, 634 Woodgate Street, APN 3135-025-128, Skyview Traci	N/A	1,441	1,441	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
367	Low-Mod Housing-(C, C & R only, no ownership)	Jesus Nungary & Laura Garcia. 609 Woodgate Street, APN 3135-025-133, Skyview Tract	N/A	1,441	1,441	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
368	Low-Mod Housing-(C, C & R only, no ownership)	Carios & Maria Espinoza, 250 East Avenue H-12, APN 3176-028-021, Larwin Project, Carousel' Tract	N/A	1,443	1,443	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
369	Low-Mod Housing-(C, C & R only, no ownership)	Ricky Nevarez & Ariana Ruiz, 45443 2nd Street East, APN 3176-028-030, Larwin Project, Carrousell	N/A	1,443	1,443	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
370	Low-Mod Housing-(C, C & R only, no ownership)	Melissa Kountz, 45509 2nd street East, APN 3176028-033. Larwin Project, Carrousell Tract	N/A	1,443	1,443	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's

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371	Low-Mod Housing-(C, C & R only, no ownership)	Antonio Softera & Monica Martinez, 45532 2nd Street East, APN 3176-028-050. Larwin Project, Carrousell Tract	N/A	1,443	1,443	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
372	Low-Mod Housing-(C, C & R only, no ownership)	Alejandro Islas Hernandez & Maribel Villa De Islas, 45527 2nd Street East, APN 3176-028-036. Larwin	N/A	1,443	1,443	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
373	Low-Mod Housing-(C, C & R only, no ownership)	Cheryl Brewer, 45514 2nd Street East, APN 3176028-053, Larwin Project, Carrousell Tract	N/A	1,443	1,443	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
374	Low-Mod Housing-(C, C & R only, no ownership)	Jose & Sandra Deras, 45450 2nd Street East. APN 3173-028-056, Larwin Project. Carrousell Tract	N/A	1,443	1,443	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
375	Low-Mod Housing-(C, C & R only, no ownership)	Victor Diaz, 45551 2nd Street East, APN 3176-028040, Larwin Project, Carrousell Tract	N/A	1,443	1,443	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
376	Low-Mod Housing-(C, C & R only, no ownership)	Cecila Smith, 45561 2nd Street East, APN 3176-028 042, Larwin Project, Carrousell Tract	N/A	1,589	1,589	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's

Interest in Property Held by LHA Successor, 6/30/20

377	Low-Mod Housing-(C, C & R only, no ownership)	Thais Bayley, 45544 2nd Street East, APN 3176-023 048, Larwin Project. Carrousell Tract	N/A	1,443	1,443	Yes	California Redevelopment Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
378	Low-Mod Housing-(C, C & R only, no ownership)	Vicente & Maria Casillas, 45558 2nd Street East, APN 3176-028-046, Larwin Project, Carrousell Tract	N/A	1,443	1,443	Yes	California Redevelopment Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
379	Low-Mod Housing-(C, C & R only, no ownership)	Sandra Delgado. 45550 2nd Street East. APN 3176028-047, Larwin Project, Carrousell Tract	N/A	1,589	1,589	Yes	California Redevelopment Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
380	Low-Mod Housing-(C, C & R only, no ownership)	Taylor/Bleier, 45502 2nd Street East, APN 3176-028 055, Larwin Project. Carrousell Tract	N/A	1,862	1,862	Yes	California Redevelopment Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
381	Low-Mod Housing-(C, C & R only, no ownership)	Karnari Muhammad. 45539 2nd Street East, APN 3176-028-038. Larwin Project, Carrousel)	N/A	1,589	1,589	Yes	California Redevelopment Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
382	Low-Mod Housing-(C, C & R only, no ownership)	Claudia & Blanca Lopez, 43220 Jennifer Lane, APN 3170-027-022. Richmond America Project, Daybreak	N/A	3,394	3,394	Yes	California Redevelopment Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
383	Low-Mod Housing-(C, C & R only, no ownership)	Xuehui Zhang, 1267 East Cambridge Court, APN 3170-027-040, Richmond America Project. Daybreak	N/A	2,484	2,484	Yes	California Redevelopment Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
384	Low-Mod Housing-(C, C & R only, no ownership)	Juan Cardona, 1301 East Cambridge Court, APN 3170-027-041. Richmond America Project, Daybreak,	N/A	2,484	2,484	Yes	California Redevelopment Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
385	Low-Mod Housing-(C, C & R only, no ownership)	Marcus & Nicole Barajas, 43235 Emilia Lane, APN 3170-027-070. Richmond America Project, Daybreak	N/A	2,894	2,894	Yes	California Redevelopment Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
386	Low-Mod Housing-(C, C & R only, no ownership)	Hiram & Felicia Murray. 43257 Emilia Lane, APN 3170-027-067, Richmond America Project, Daybreak	N/A	2,894	2,894	Yes	California Redevelopment Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
387	Low-Mod Housing-(C, C & R only, no ownership)	Gerado Sandoval, 43252 Emilia Lane, APN 3170027-077. Richmond America Project, Daybreak Tract	N/A	3,202	3,202	Yes	California Redevelopment Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
388	Low-Mod Housing-(C, C & R only, no ownership)	Michael & Emily Navarro, 1134 Cambridge Couft, APN 3170-027-025, Richmond America Project,	N/A	2,774	2,774	Yes	California Redevelopment Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's

Interest in Property Held by LHA Successor, 6/30/20

389	Low-Mod Housing-(C, C & R only, no ownership	Julio Pineda. 3258 Emilia Lane, APN 3170-027-078. Richmond America Project, Daybreak Tract	N/A	2,774	2,774	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
390	Low-Mod Housing-(C, C & R only, no ownership	Regina Reese, 43235 Jennifer Lane, APN 3170-027 082, Richmond America Project, Daybreak Tract	N/A	2,774	2,774	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
391	Low-Mod Housing-(C, C & R only, no ownership	Edgar & Lori Allen. 2835 Legends way, APN 3124017-056, Eliopoulos Project, Legends Tract	N/A	2,736	2,736	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
392	Low-Mod Housing-(C, C & R only, no ownership	Michael & Audrey Angus, 2800 Caruso Lane, APN 3124-017-119, Eliopoulos Project. Legends Tract	N/A	2,523	2,523	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
393	Low-Mod Housing-(C, C & R only, no ownership	Donald Ben. 44253 Casuso Lane, APN 3124-017070, Eliopoulos Project, Legends Tract	N/A	1,980	1,980	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
394	Low-Mod Housing-(C, C & R only, no ownership	David & Sheyta Cooley. 2814 Caruso Lane, APN 3124-017-100, Eliopoulos Project, Legends Tract	N/A	2,523	2,523	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
395	Low-Mod Housing-(C, C & R only, no ownership	Dennis & Vicky Dykes, 44303 Casanova Drive, APN 3124-017-068, Eliopoulos Project, Legends Tract	N/A	2,211	2,211	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
396	Low-Mod Housing-(C, C & R only, no ownership	Robert & Lori Gaston, 2834 Legends Way, APN 3124-017-059, Eliopoulos Project, Legends Tract	N/A	2,967	2,967	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
397	Low-Mod Housing-(C, C & R only, no ownership	Doruk & Dina Emre, 2776 Huston Place, APN 3124018-100, Eliopoulos Project. Legends Tract	N/A	2,523	2,523	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
398	Low-Mod Housing-(C, C & R only, no ownership	Justin & Lena Jenkins, 44322 Monroe Wau, APN 3124-017-120, Eliopoulos Project, Legends Tract	N/A	3,232	3,232	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
399	Low-Mod Housing-(C, C & R only, no ownership	Bayard01 Lopez, 2808 Caruso Lane, APN 3124-017118, Eliopoulos Project, Legends Tract	N/A	2,736	2,736	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's

Interest in Property Held by LHA Successor, 6/30/20

400	Low-Mod Housing-(C, C & R only, no ownership)	Daniel & Margaret Reye, 44336 Monroe way. APN 3124-017-122, Eliopoulos Project, Legends Tract	N/A	1,980	1,980	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
401	Low-Mod Housing-(C, C & R only, no ownership)	Alice & Carter Swart, 2806 Gershwin Drive, APN 3124-017-112, Eliopoulos Project, Legends Tract	N/A	2,211	2,211	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
402	Low-Mod Housing-(C, C & R only, no ownership)	Ilias & Angela Zaharopoulos, 2836 Legends Way, APN 3124-017-058. Eliopoulos Project, Legends	N/A	3,232	3,232	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
403	Low-Mod Housing-(C, C & R only, no ownership)	Don & Dorothy Bromaghim, 2816 Chaplin Drive, APN 3124-018-091 Eliopoulos Project, Legends	N/A	2,483	2,483	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
404	Low-Mod Housing-(C, C & R only, no ownership)	Troy & Robin Green, 2830 Chaplin Drive, APN 3124018-093. Eliopoulos Project. Legends Tract	N/A	3,232	3,232	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
405	Low-Mod Housing-(C, C & R only, no ownership)	Bernic McLean & Rooelt Swink, 2825 Huston Place. APN 3124-018-081, Eliopoulos Project, Legends	N/A	1,980	1,980	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
406	Low-Mod Housing-(C, C & R only, no ownership)	Peggy Ann Naines, 2759 Huston Place, APN 3124018-110, Eliopoulos Project Legends Tract	N/A	1,980	1,980	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
407	Low-Mod Housing-(C, C & R only, no ownership)	Anna Nolen, 2825 Chaplin Drive. APN 3124-01B048, Eliopoulos Project, Legends Tract	N/A	1,980	1,980	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
408	Low-Mod Housing-(C, C & R only, no ownership)	Richard Vicki Fisher, 43812 Generation Avenue. APN 3129-030-009, Eliopoulos Project, Legends	N/A	1,967	1,967	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
409	Low-Mod Housing-(C, C & R only, no ownership)	Angel/Leonar Gutierrez, 43812 Generation Avenue, Eliopoulos Project, Legends Tract, APN 3120-029-	N/A	1,586	1,586	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
410	Low-Mod Housing-(C, C & R only, no ownership)	Jose & Teodora Lainez 2029 West Avenue J-13, APN 3129-030-004, Eliopoulos Project, Monaco	N/A	2,518	2,518	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
411	Low-Mod Housing-(C, C & R only, no ownership)	George & Opal Leonard. 43768 21st Street West, APN 3129-030-043, Eliopoulos Project, Monaco	N/A	1,823	1,823	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
412	Low-Mod Housing-(C, C & R only, no ownership)	Felix & Josephine Miranda, 4375B 21st Street West. APN 3129-030-042, Eliopoulos Project, Monaco	N/A	2,518	2,518	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
413	Low-Mod Housing-(C, C & R only, no ownership)	Patrick Orr, 43752 21st Street west. APN 3129-030. 041. Eliopoulos Project, Monaco Tract	N/A	2,259	2,259	Yes	California Redevel Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's

Interest in Property Held by LHA Successor, 6/30/20

426	Low-Mod Housing-(C, C & R only, no ownership)	Phillip & Laune Watts, 43946 Generation Avenue. APN 3129-029-011, Eliopoulos Project, Monaco	N/A	2,028	2,028	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
427	Low-Mod Housing-(C, C & R only, no ownership)	James Sample, 43334 32nd Street West, Condo #21, APN 3112-001-085, Foreclosure Program	N/A	1,551	1,551	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
428	Low-Mod Housing-(C, C & R only, no ownership)	Brandon & Juanna Butler, 45724 fig Avenue, APN 3135-030-055, Foreclosure Program	N/A	1,429	1,429	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
431	Low-Mod Housing-(C, C & R only, no ownership)	Paul McCoy, 44734 Calston Avenue, APN 3147-016 041, Foreclosure Program	N/A	1,574	1,574	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
433	Low-Mod Housing-(C, C & R only, no ownership)	Lynda Elms, 1408 West Avenue H-14, APN 3120036-035, Foreclosure Program	N/A	1,180	1,180	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
436	Low-Mod Housing-(C, C & R only, no ownership)	Edna Henderson, 1039 West Avenue J-6, APN 3123 019-031, Foreclosure Program	N/A	1,757	1,757	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
437	Low-Mod Housing-(C, C & R only, no ownership)	Luis Schaeffer, 1045 West Avenue J-6. APN 3123019-038, Foreclosure Program	N/A	1,477	1,477	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
438	Low-Mod Housing-(C, C & R only, no ownership)	Billy Turner, 1114 West Avenue J-15, APN 3123-029 043, Foreclosure Program	N/A	1,257	1,257	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
440	Low-Mod Housing-(C, C & R only, no ownership)	Geoffrey & Bermudez. 1138 West Avenue J-13, APN 3123-027-044. Foreclosure Program	N/A	1,759	1,759	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
446	Low-Mod Housing-(C, C & R only, no ownership)	Paul & Irma Camevale, 845 West Avenue H-7. APN 3135-029-018, Foreclosure Program	N/A	1,512	1,512	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
448	Low-Mod Housing-(C, C & R only, no ownership)	Alonza McNeely, 727 West Avenue H-9, APN 3135014-011. Foreclosure Program	N/A	1,312	1,312	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
449	Low-Mod Housing-(C, C & R only, no ownership)	Adela Acain, 43040 Alexo Drive, APN 3110-022-026, Foreclosure Program	N/A	936	936	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
450	Low-Mod Housing-(C, C & R only, no ownership)	Jose Carranza, 3660 West Avenue K-10, APN 31 10029-035. Foreclosure Program	N/A	1,078	1,178	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
452	Low-Mod Housing-(C, C & R only, no ownership)	Mark Rodriguez, 3640 Balmont Street, APN 31 10018-037. Foreclosure Program	N/A	936	936	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
454	Low-Mod Housing-(C, C & R only, no ownership)	Jeremy Safisbury. 3528 West Avenue K-10, APN 3110-015-010, Foreclosure Program	N/A	1,178	1,178	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
456	Low-Mod Housing-(C, C & R only, no ownership)	Ashley Brakebill, 3742 West Avenue K-14. APN 3110-024-008, Foreclosure Program	N/A	1,056	1,056	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
462	Low-Mod Housing-(C, C & R only, no ownership)	Justina Leano. 45133 Beech Avenue. APN 3134002-029, Foreclosure Program	N/A	1,341	1,341	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's

Interest in Property Held by LHA Successor, 6/30/20

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
463	Low-Mod Housing-(C, C & R only, no ownership	Arthur Rodriguez, 44638 Elm Avenue. APN 3134024-019, Foreclosure program	N/A	876	876	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
468	Low-Mod Housing-(C, C & R only, no ownership	Cusodio Lean, 45409 3rd Street East, APN 3176005-003, Foreclosure Program	N/A	1,204	1,204	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
469	Low-Mod Housing-(C, C & R only, no ownership	Victor Pelayo Robles, 1347 West Avenue I, APN 3120-037-035, Foreclosure Program	N/A	954	954	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
471	Low-Mod Housing-(C, C & R only, no ownership	Trevin gamer, 45138 Cedar Avenue, APN 3134-002 021, Foreclosure Program	N/A	751	751	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
474	Low-Mod Housing-(C, C & R only, no ownership	Amed Elksefy & Amra Mousa, 43028 Alexo Drive, APN 3110-022-024, Foreclosure Program	N/A	720	720	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
476	Low-Mod Housing-(C, C & R only, no ownership	Kenneth Elsey, 3520 West Avenue K-10, APN 3110015-009, Foreclosure Program	N/A	936	936	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
477	Low-Mod Housing-(C, C & R only, no ownership	Copper Square Apartments, APN 3107-012-116, 45431 30th Street West, Lancaster ca	N/A			Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's
478	Low-Mod Housing-(C, C & R only, no ownership	Image village 1, APN 3126-031-037, 43517 Saha St, Lancaster Ca	N/A	70137	70137	Yes	California Redev Law	24-Jan-12	N/A	N/A	Yes	N/A	CC & R's

Item #12 - Excess Surplus Test

**Computation of Low & Moderate Housing Funds
Excess Surplus**

	<u>FY 20/21 Calculation</u>
6/30/21 Closing Fund Balance	\$85,801,062
Less Unavailable Amounts:	
Land held for resale	(52,594,004)
ERAF/SERAF loans	(13,249,560)
Predissolution loans (principal only; int. is deferred)	(10,860,540)
Grants/Loans receivable	<u>(3,577,878)</u>
	<u>(80,281,982)</u>
Available Low & Mod Income Housing Funds, at end of Fiscal Year	\$5,519,080
Limitation (greater of \$1,000,000 or amount <u>deposited</u> during the housing successor's preceding four fiscal years, whichever is greater)	
Aggregate amount deposited for last four fiscal years:	
FY 2017/18	2,070,685
FY 2018/19	2,747,976
FY 2019/20	1,165,417
FY 2020/21	<u>696,797</u>
Amount deposited during the housing successor's preceding four fiscal years	<u>\$6,680,875</u>
Base Limitation	<u>\$1,000,000</u>
Greater Amount	<u>6,680,875</u>
Difference	(1,161,796)
Computed Excess Surplus	None

STAFF REPORT
Lancaster Housing Authority

HA CC 3
12/14/2021
JC

Date: December 14, 2021

To: Chair Szeto and Authority Members

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

Subject: **Purchase and Sale Agreement with L Street Properties, LLC**

Recommendations:

1. Approve the purchase of an approximately 45.75-acre portion of APN 3128-004-023 for the appraised value of \$4.92 per square-foot from L Street Properties, LLC.
2. Authorize the City Manager or his designee to negotiate and finalize the size and, by extension, price of the newly created parcel.
3. Authorize the City Manager or his designee, with the concurrence of the City Attorney, to negotiate, finalize and execute the Purchase and Sale Agreement and all related documents.

Fiscal Impact:

\$3,000,000.00 from the Low- and Moderate-Income Housing Asset Fund (LMIHAF) toward the \$9,800,000.00 purchase of the property, the remainder of which will be funded by the City of Lancaster.

Background:

Throughout the State of California, availability and accessibility of a wide variety of housing stock continues to be a persistent challenge to ongoing economic growth. The City of Lancaster is no different. Major local employers, particularly the region’s vital aerospace industry, regularly cite the lack of available housing as an obstacle to talent attraction, and thus their companies’ further growth in the Antelope Valley. Residents have expressed the same need, regularly contacting City departments associated with development to determine what new housing opportunities will soon become available across income levels. Given that the vast majority of Lancaster’s housing stock consists of single-family homes, the lack of diversity in housing options also presents a major challenge.

This scenario presents an incredible opportunity for the City’s future economic growth and the enhancement of quality of life. Through community and employer input, the concept of Parkway

Village was born. An approximately 400-acre infill opportunity located in the center of our City, adjacent to Sgt. Steve Owen Memorial Park and roughly bounded by Avenue K, Avenue L, 10th Street West and Sierra Highway, Parkway Village will be shaped into a vibrant mixed-use neighborhood that provides everything the top talent of today and tomorrow is looking for. These amenities include a wide variety of housing stock, from single-family homes to townhomes and apartments; walkability to shopping, dining, and entertainment; recreational opportunities such as green space and walking paths; and much more. Parkway Village would also feature the latest in smart city technology, designed to ensure optimal convenience, safety and connectivity.

In October 2021, the City Council approved a Professional Services Agreement with architecture and planning firm KTGy to craft a master plan for Parkway Village. This complemented an existing contract with Aspen Environmental Group to complete the project's Environmental Impact Report (EIR). The City has also partnered with a major developer to help shape the plan and ensure that this vision can be transformed into reality.

Site control is another key element to the project's future success. With this in mind, the City and Lancaster Housing Authority (Authority) have negotiated with landowner L Street Properties for the purchase of approximately 45.75 acres of APN 3128-004-023, a key parcel within Parkway Village. The remainder of the parcel will be purchased by the City's development partner.

This parcel represents a prime opportunity for the potential construction of future housing, with an emphasis on integrated mixed-income neighborhoods. While final details such as unit counts and placement within the parcel will be determined through the master plan and EIR process, Authority staff view this property as an ideal opportunity to create affordable housing for area residents within a vibrant, walkable area surrounded by high-quality amenities.

The terms of the purchase include a purchase price of appraised value (\$4.92 per square foot, or \$9,800,000.00 for 45.75 acres). Staff is proposing that the Authority contribute \$3,000,000.00 sourced from the Low- and Moderate- Income Housing Asset Fund to serve as a down payment, which will effectively purchase affordable housing covenants to be recorded on the property in an effort to provide affordable housing upon the property's development. The remainder of the purchase price will be paid by the City over five years, utilizing the proceeds of the sales of other City-owned properties. Interest will accrue at a rate of 5.9%, with no prepayment penalty. Should no properties sell in a given year, interest-only payments will be due annually, with any remaining amount due at the end of the five-year period in a balloon payment.

Additionally, there is an outstanding promissory note on the parcel in the amount of \$1,859,399.00 for reimbursement of the parcel's share of costs of a previous City capital improvement project to underground Amargosa Creek. This will be paid in accordance with the terms of the note, with 50% due at the close of escrow for this transaction and the remaining 50% due at the close of escrow for the remaining acreage. Thus, the note amount will be \$5,870,000.00 (the purchase price, less the down payment of \$3,000,000.00 and 50% of the Amargosa Creek promissory note, rounded to \$930,000.00).

Parkway Village represents significant potential to change the City of Lancaster for the better. By ensuring site control over a key property in the heart of the project area, the City and

Authority are taking a vital step toward ensuring that the housing, amenities, and quality-of-life features envisioned in Parkway Village come to fruition.

CD/sk

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12/14/21
JC



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

***HYBRID MEETING PURSUANT TO
GOVERNOR’S CODE §54953 (e)
Tuesday, November 9, 2021***

CALL TO ORDER

Mayor Parris called the meeting of the Lancaster City Council/Successor Agency/Financing/Power California Choice Energy Authority to order at 5:02 p.m.

ROLL CALL

PRESENT: City Council Members / Agency Directors / Authority Members: Dorris, Malhi, Mann, Vice Mayor/Vice Chairman Crist, Mayor/Chairman Parris.

STAFF MEMBERS: City Manager/Executive Director; Deputy City Manager/Deputy Executive Director; City Attorney/Agency/Authority Counsel; City Clerk/Agency/Authority Secretary; Assistant to the City Manager; Development Services Director; Parks, Recreation and Arts Director; Finance & Technology Director; Public Safety Director

INVOCATION

Tony Herrera

Grace Chapel

PLEDGE OF ALLEGIANCE

Council Member Raj Malhi led the pledge of allegiance.

PRESENTATIONS

1. Los Angeles County Economic Development Corporation Presentation of Most Business-Friendly City Finalist Award

Presented by: Bob Machuca, LAEDC

ED 1. COVID-19 UPDATES AND ACTIONS

Deputy Mayor Dr. Troung presented the COVID-19 Situation Update.

Discussion among Council included inquiries into the need to wear mask and health needs of the community. Council also discussed the rate of progress within the community.

Deputy Mayor Dr. Stock provided statistics on vaccination rates in children. He also advised Council regarding precautions to take during upcoming holidays.

Deputy Mayor Tanner provided advice regarding steps and precautions to take if ill.

Discussion among Council included vaccination incentive efforts.

Jason Caudle, City Manager provided information regarding current and upcoming vaccination clinics. The City Manager also provided Antelope Valley Hospital COVID-19 related statistics.

The City Clerk provided the procedure for public comment on this item.

Addressing the Council at this time:

Caller- spoke in opposition of promoting the COVID-19 vaccine to children and potential side effects of obtaining the vaccination.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council APPROVED item number ED 1 as comprised, by the following vote: 5-0-0-0; Ayes: Dorris, Malhi, Mann, Crist, Parris; Noes: None; Abstain: None; Absent: None

1. Received update from staff and/or Deputy Mayors regarding COVID-19 pandemic status.
2. Directed staff to take actions in response to updated COVID-19 information.
3. Authorized the City Manager to take actions, execute documents and/or expend funds in response to the COVID-19 pandemic.
4. Authorized and/or directed 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.

CONSENT CALENDAR

Allison Burns, City Attorney announced correction of funding amount listed on agenda for item number CC 10. The correction included funding in the amount of \$4,500,000 instead of \$4,050,000 as listed on the agenda.

The City Clerk provided the public with the procedure for public comment on the Consent Calendar.

No public comment at this time.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council APPROVED the Consent Calendar as comprised with amendment to CC 10, by the following vote: 5-0-0-0; Ayes: Dorris, Malhi, Mann, Crist, Parris; Noes: None; Abstain: None; Absent: None

CC 1. ORDINANCE WAIVER

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

CC 2. Approved the City Council/Successor Agency/Financing/Power/California Choice Energy Authority Regular Meeting Minutes of October 26, 2021.

CC 3. CHECK REGISTERS

Approved the Check and Wire Registers for October 10, 2021 through October 23, 2021 in the amount of \$8,252,012.32 as presented.

CC 4. MONTHLY REPORTS OF INVESTMENTS

Accepted and approved the September 2021 Monthly Report of Investments as submitted.

CC 5. AMERICAN RESCUE PLAN ACT APPROPRIATIONS

a. Appropriated the following for additional Public Works Projects:

<u>Fund/Account</u>		<u>Amount</u>	<u>Project</u>
Gas 203 4753 762	Tax	\$1,170,846.51	Fleet/Equipment Purchase (new)

TDA 206 12ZZ004 XXX	8	\$479,694.83	BLVD Revitalization – Phase 1 - repairs to raised/sinking pavers and raised tree wells along Lancaster BLVD (between 10th Street West and Sierra Highway), replacement of existing street signs and bollards and installation of security fencing around the rear of the Lancaster Performing Arts Center (new)
TDA 208 4771 454	3	\$10,189.34	Striping and Delineators – Roundabout 15 th West and Lancaster BLVD (new)
Prop 207 12AC005 XXX	A	\$241,148.57	Maintenance Yard Parking Lot Improvements - Resurfacing/Restriping Parking Lot, Cameras, Security Fencing for Recycling Center Area (new)
Prop 209 12GB003 924	C	\$151,250.46	LMD Revitalization project along a bus route and within 50' of a bus stop (new)
Measure 210 11ZZ005 924	R	\$65,866.57	LMD Revitalization Project (existing)

b. Authorized the City Manager to execute all related documents

CC 6. AWARD OF BID – PWCP NO. 21-024, SKYTOWER PARK RENOVATIONS

Awarded PWCP No. 21-024, Skytower Park Renovations, to C.S. Legacy Construction, Inc. of Chino, California, in the amount of \$1,165,834.01, plus Additive Alternate Bid Items 1-7 in the amount of \$564,411.83, plus a 10% contingency, to renovate the Skytower Park recreation building, parking lot, park and other miscellaneous building exterior and outside areas.

Authorized the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

CC 7. STATE OF CALIFORNIA FREEWAY AGREEMENT ON ROUTE 14 FROM AVENUE G, POSTMILE 71.0 TO AVENUE M, POSTMILE 64.7 WITHIN THE LANCASTER CITY LIMITS

Approved the Freeway Agreement with the State of California on State Route 14 from Avenue G, PM 71.0 to Avenue M, PM 64.7 and Authorized the Mayor to sign all documents.

CC 8. AWARD OF STRATEGIC TRANSPORTATION CONSULTANT SERVICES SUPPORTING THE DEVELOPMENT OF A LOCAL ROAD SAFETY PLAN AND PROGRAM (RFQ NO.745-22)

1. Approved the appropriation of \$160,000.00 in Local Road Safety Plan (LRSP) grant funds from the Department of Transportation to Account No. 349-4771-301.
2. Increased estimated revenues in Account No. 349-3308-102 by \$160,000.00.

3. Authorized the City Manager or his designee to execute a two-year professional services agreement with Kimley-Horn and Associates, Inc., of Los Angeles, California, in the amount of \$191,481.17 to provide professional services in the development of the City's LRSP and its resulting program for a minimum of two (2) years.

CC 9. APPROVAL OF A SOLAR GROUND LEASE BETWEEN THE CITY OF LANCASTER AND DIMENSION CA 1 LLC

Approved the Solar Ground Lease for twenty (20) acres located north of Avenue L between 20th and 30th East. This parcel is surrounded by three existing solar developments.

CC 10. APPLICATION FOR STATE OF CALIFORNIA CALHOME PROGRAM FUNDS

1. Adopted **Resolution No. 21-58**, authorizing the submittal of an application to the California State Department of Housing and Community Development for funding under the CalHome Program; the execution of a standard agreement if selected for such funding and any amendments thereto; and any related documents necessary to participate in the CalHome Program.
2. Authorized the City Manager or his designee to enter into a contract with Habitat for Humanity, if funded, to administer and implement the CalHome programs, in a form approved by the City Attorney.
3. If funded, accept the CalHome grant award funds and appropriate said funds into a CalHome Fund account number, to be created by Finance, for expenditure in accordance with the CalHome program. (Approved)

CC 11. AWARD OF BID – PWCP 21-023 - 2021 LANDSCAPE RESTORATION PROGRAM

1. Awarded PWCP 21-023, 2021 Landscape Restoration Program, to Marina Landscape, Inc. of Orange, California, in the amount of \$2,244,050.00 Base Bid, plus Additive Alternate AA1 in the amount of \$234,350.00, Additive Alternate AA2 in the amount of \$250,380.00, and Additive Alternate AA3 in the amount of \$265,200.00, for a Total Bid of \$2,993,980.00, plus a 10% contingency, to replace landscaping and irrigation systems at twenty-two (22) locations throughout the City. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b). Authorized the City Manager, or his designee, to sign all documents.

2. Approved a budget transfer of \$1,279,100.00 from Account Number 101–2900–000, General Fund Balance to Account Number 101–11ZZ005–924, City Beautification

CC 12. APPROVAL OF A LIMITED NOTICE TO PROCEED AGREEMENT WITH

DUKE ENERGY ONE, INC., AND LETTER OF CREDIT AGREEMENT WITH SELECTABIS FOX FIELD, LLC TO COMPLETE AN ENGINEERING SERVICES DETAILED PLAN FOR THE FOX FIELD DEVELOPMENT PROJECT

1. Approved the limited notice to proceed agreement with Duke Energy One, Inc (Duke Energy). Duke Energy to complete an Engineering Services Detailed Plan (Engineering Plan) for the Fox Field Development Project (Fox Field Project) located at 46908 47th Street West, Lancaster, CA 93536.
2. Appropriated \$150,000.00 from Account No. 101-2900-000, Fund Balance to Account No. 101-4791-301 to reimburse Duke Energy for their development of the Engineering Plan for the Fox Field Project.
3. Approved a Letter of Credit Agreement with Selectabis Fox Field, LLC (Selectabis) to reimburse the City up to \$150,000.00 for the development of the Engineering Plan by Duke Energy should the City and Duke Energy not pursue a Power Purchase Agreement for the Fox Field Development.
4. Authorized the City Manager or his designee to finalize and execute all related documents.

CC 13. APPROVAL OF CHANGE ORDER TOTALING \$574,955.00 AND INCREASE FORMAL BID NO. 729-20 CITY HALL RENOVATION AND MODERNIZATION, TO NEW TOTAL OF \$7,161,100.45

Approved Change Order No. 1 and increased the total amount of the contract with Bowie Contractors, Inc., of Lancaster, California, Formal Bid No. 729-20 City Hall Renovation and Modernization, by \$574,955.00, for a total revised contract amount of \$7,161,100.45. The scope of work for Change Order No. 1 includes the demolition and replacement of the entire existing acoustic ceiling system.

CC 14. RESOLUTION NO. 21-59 PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE EMERGENCY BY EXECUTIVE ORDERS N-25-20, N-29-20 AND N-35-20, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR A THIRTY (30) DAY PERIOD PURSUANT TO BROWN ACT PROVISIONS

Approved **Resolution 21-59**, proclaiming a local emergency, ratifying the proclamation of a state of emergency by Executive Orders N-25-20, N-29-20 and N-35-20, and authorizing remote teleconference meetings for a thirty (30) day period pursuant to Brown Act provisions

NB 1. APPROVAL OF A CONTRACT WITH POWERFLEX SYSTEMS, INC., FOR THE DEPLOYMENT OF A 500 KWH BATTERY AT LANCASTER CITY HALL AS PART OF THE CITY HALL RESILIENCY PROJECT

Patti Garibay, Manager-Economic and Real Estate Development presented the staff

report on this item.

Discussion among Council included inquiries into the battery operation process and the benefits of having the battery.

The City Clerk provided the public with the procedure for public comment on this item.

No public comment at this time.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council APPROVED NB 1 as comprised, by the following vote: 5-0-0-0; Ayes: Dorris, Malhi, Mann, Crist, Parris; Noes: None; Abstain: None; Absent: None

1. Appropriated \$8,000.00 from Account No. 101-2900-000, Fund Balance to Account No. 349-4240-771, City Hall Battery Project.

2. Recognized \$421,000.00 of grant fund revenue from the Self-Generation and Incentive Program (SGIP) to Revenue Account Number 349-3312-000, SGIP Grant and appropriated to Expenditure Account No. 349-4791-771, City Hall Battery Project.

3. Approved a contract with EDF Renewables Distributed Solutions, Inc., (EDF) for the purchase and deployment of a standalone 500 kWh battery, which will be located at Lancaster City Hall as part of the City Hall Resiliency Project.

4. Authorized the City Manager to execute all documents, and make any non-substantive changes necessary to complete the transaction.

CR 1. SUMMARY OF THE OCTOBER 14, 2021, HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY BOARD OF DIRECTORS MEETING

Council Member Dorris reported on the High Desert Corridor Joint Powers Authority Board of Directors meeting held on October 14, 2021. The report included discussion of the high-speed rail and letter submission to the railroad association. Council Member Dorris also reported on the approved the director's support services contract. Lastly, Council Member Dorris provided an update on funding for high-speed rail project.

Council Member Dorris also provided a report on the Southern California Association of Government (SCAG) meeting to include opposition of the introduction of tolls on Highway 14.

CR 2. SUMMARY OF THE OCTOBER 26, 2021, BOARD OF DIRECTORS MEETING FOR THE ANTELOPE VALLEY TRANSIT AUTHORITY (AVTA)

Vice Mayor Crist provided a report on the October 26, 2021 Board of Directors meeting for the Antelope Valley Transit Authority to include winning the Transit Agency of The Year award.

CR 3. COUNCIL REPORTS

Council Member Raj Malhi reported on the Medical Main Street meeting to include upcoming construction of a new hospital and potential job creation from hospital construction.

Vice Mayor Crist provided a report on the Antelope Valley Air Quality Management District (AVAQMD) meeting to include incentives for the purchase of electronic lawn mowers in exchange for discarding gas lawn mowers.

Vice Mayor Crist also reported on the Antelope Valley Fair dates and plan to provide two (2) fairs in the upcoming year.

Vice Mayor Crist also reported on the success of Field of Drafts event held on November 6, 2021. He also provided a report on the success of the TIDE-Y UP Lancaster event; attendance at Founder's Day and the opening of Sage Hall at the Antelope Valley College.

CALIFORNIA CHOICE ENERGY AUTHORITY

No action is required at this time.

LANCASTER SUCCESSOR AGENCY

No action is required at this time.

LANCASTER HOUSING AUTHORITY

No action is required at this time.

LANCASTER FINANCING AUTHORITY

No action is required at this time.

LANCASTER POWER AUTHORITY

No action is required at this time

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

Jason Caudle, City Manager discussed upcoming events to include 13th Annual Turkey Trout on November 25, 2021; A Magical Blvd Christmas scheduled on December 11, 2021; MOAH- Museum of Art and History Moonwalk at Prime Desert Woodland Preserve scheduled on Saturday, November 13, 2021. The City Manager also provided information regarding upcoming Lancaster Performing Arts Center (LPAC) shows.

CITY CLERK/AGENCY/AUTHORITY SECRETARY ANNOUNCEMENT

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

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

Addressing the Council at this time:

Natania A. (Teen Miss Lancaster) -spoke on behalf of Miss Lancaster, Vanessa Hall. Natania discussed disappointment with lack of a smoke free ordinance. She also spoke in opposition of smoking within parks.

David Paul-discussed his appreciation regarding his ability to participate in City Council meetings.

COUNCIL/AUTHORITY COMMENTS

No comments at this time.

CLOSED SESSION

City Council moved to Closed Session to discuss closed session items 1 through 26.

City Council entered Closed Session at approximately 6:40 p.m.

City Council reconvened the meeting at 6:50 p.m.

Allison Burns, City Attorney reported that Council authorized entry into settlement for the National Prescription Opioid litigation and authorized initiation of litigation regarding flushable wipes as part of a class action lawsuit. No other reportable items.

The City Attorney also announced the Unanimous vote on each item regarding Closed Session item number two (2) Conference with Legal Counsel - Anticipated Litigation: consideration of initiation of litigation pursuant to Government Code Section 54956.9(d) (4) - two potential cases.

ADJOURNMENT

Mayor Parris directed staff to provide update regarding channel 28 LTV news station progress at next meeting.

Mayor Parris stated that the next meeting is scheduled for Tuesday, December 14, 2021 and adjourned the meeting at 6:53 p.m.

PASSED, APPROVED and ADOPTED this 14th day of December 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
CITY CLERK
AGENCY/AUTHORITY SECRETARY

R. REX PARRIS
MAYOR/CHAIRMAN

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

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

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

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

(seal)

STAFF REPORT
City of Lancaster

CC 3
12/14/21
JC

Date: December 14, 2021

To: Mayor Parris and City Council Members

From: George N. Harris II, Finance Director

Subject: **Check Registers – October 24, 2021 through November 27, 2021**

Recommendation:

Approve the Check and Wire Registers for October 24, 2021 through November 27, 2021 in the amount of \$12,847,526.69 as presented.

Fiscal Impact:

\$12,847,526.69 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.:	7421438-7422038	\$ 10,715,596.55
ACH/Wire Check Nos.:	101010952-101010968	\$ <u>2,131,930.14</u>
		\$ 12,847,526.69
Voided Check No.:	7421560;7421564;7421586	
Voided ACH/Wire No.:	N/A	

Staff Report
Monthly Report of Investments
September 26, 2006
Page 2

GH:sp

Attachments:
Check Register
ACH/Wire Register

City of Lancaster Check Register



From Check No.: 7421438 - To Check No.: 7422038
 From Check Date: 10/24/21 - To Check Date: 11/27/21

Printed: 11/30/2021 10:09

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7421438	10604	BICOASTAL PRODUCTIONS LLC	BAL-THE DRIFTERS-10/29/2021	4,650.00	101 2177003	(350.00)
					101 4650318	5,000.00
				<u>4,650.00</u>		<u>4,650.00</u>
7421439	C2060	CA WATER SERVICE COMPANY	09/10-10/13/21 WATER SVC	1,404.28	482 4636654	1,404.28
7421440	09852	FASO, AARON	AF-BOOT/PANT REIMBURSEMENT	500.00	203 4752220	500.00
7421441	D0315	FREGOSO, PHYLLIS	11/21-STANDARD RETAINER	8,300.00	101 4600301	5,447.88
					101 4649225	2,852.12
				<u>8,300.00</u>		<u>8,300.00</u>
7421442	10380	PATTERSON, SONYA M	SP-MILEAGE/UBER/PKG-SACTO	217.43	101 4220256	217.43
7421443	D2568	SEQUOIA PACIFIC SOLAR I, LLC	OMP-09/21(12,330.43 KWH)	1,233.04	101 4634652	1,233.04
7421444	D2568	SEQUOIA PACIFIC SOLAR I, LLC	PAC-09/21(29,230.32 KWH)	2,923.03	101 4650652	2,923.03
7421445	D2568	SEQUOIA PACIFIC SOLAR I, LLC	LMS-09/21(41,227.52 KWH)	4,122.75	101 4632652	4,122.75
7421446	D2568	SEQUOIA PACIFIC SOLAR I, LLC	CH-09/21(81,221.44 KWH)	8,122.14	101 4633652	8,122.14
7421447	03154	SO CA EDISON	09/16-10/17/21 ELECTRIC SVC	30.57	483 4754660	30.57
7421448	03154	SO CA EDISON	08/13-09/20/21 ELECTRIC SVC	147.83	482 4636652	131.81
					484 4755652	16.02
				<u>147.83</u>		<u>147.83</u>
7421449	03154	SO CA EDISON	09/14-10/20/21 ELECTRIC SVC	155.26	482 4636652	138.32
					484 4755652	16.94
				<u>155.26</u>		<u>155.26</u>
7421450	03154	SO CA EDISON	09/14-10/19/21 ELECTRIC SVC	924.73	101 4633652	175.41
					101 4636402	292.73
					203 4636652	10.65
					203 4785652	76.24
					482 4636652	100.40
					483 4754660	37.66
					483 4785660	231.64
				<u>924.73</u>		<u>924.73</u>
7421451	1907	SO CA GAS COMPANY	09/16-10/20/21 GAS SVC	772.59	101 4620655	118.88
					101 4632655	574.51
					101 4634655	79.20
				<u>772.59</u>		<u>772.59</u>
7421452	A9444	A V COMMUNITY CONCERTS ASSN	TCKT PRCD-FOLK LEGACY-10/21/21	2,111.85	101 2107000	3,517.15

City of Lancaster Check Register



From Check No.: 7421438 - To Check No.: 7422038

From Check Date: 10/24/21 - To Check Date: 11/27/21

Printed: 11/30/2021 10:09

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					101 3405127	(1,222.00)
					101 3405302	(76.05)
					101 3405303	(107.25)
				<u>2,111.85</u>		<u>2,111.85</u>
7421453	A5389	A V FAIR	08/21-WATCH & WAGER	2,609.10	101 2189000	2,609.10
7421454	D1445	A V PARTNERS FOR HEALTH	PROJECT CONTRACT SVCS	262.60	101 4622682	262.60
7421455	08979	A V PEST CONTROL	MEDIAN-PEST REMOVAL	185.00	203 4636404	185.00
			LMS-PEST REMOVAL	175.00	101 4632301	175.00
				<u>360.00</u>		<u>360.00</u>
7421456	05445	ADELMAN BROADCASTING, INC	KGBB-FM / CATAPULT RADIO	300.00	101 4650205	300.00
7421457	06352	AGILITY RECOVERY SOLUTIONS	10/21-READY SUITE	698.25	112 4315302	698.25
7421458	10191	ALERT NEIGHBORHOOD SECURITY	10/21-12/21 SEC ALRM MNTRG((7)	945.00	101 4622682	945.00
7421459	10777	AMERICAN LANGUAGE SERVICES	VIRTUAL REMOTE INTERPRETATION	220.00	101 4653251	220.00
7421460	D3147	AMERICAN PLUMBING SERVICES,INC	MP-BACKFLOW INSTALLATION	6,255.38	101 4631402	6,255.38
7421461	02693	ANDY GUMP, INC	RDP-FENCE RNTL-10/1-10/28/21	33.51	101 4634602	33.51
			HP-FENCE RENTAL-10/14-11/10/21	17.74	101 4634602	17.74
			LMS-FNC/WNDSCRN RNTL-10/14-18	1,908.61	101 4649561	1,908.61
				<u>1,959.86</u>		<u>1,959.86</u>
7421462	09102	ARCHIVESOCIAL	MONTHLY SOCIAL MEDIA ARCHIVE 9/12/21-9/11/22	7,188.00	101 4205301	7,188.00
7421463	10369	AUDIO VISUAL LIVE, INC	EQUIP RNTL-50" TV	400.00	101 4650602	400.00
			EQUIP RNTL-LIGHTING PKG	570.00	101 4653251	570.00
				<u>970.00</u>		<u>970.00</u>
7421464	10750	BARNES, JENNA	RFND BAL-EPL/SWIM-JASON BARNES	39.00	101 2182001	39.00
7421465	09828	BLUNT, DEMOND	REFUND-BASKETBALL #8363	66.00	101 2182001	66.00
7421466	10748	BUCKLEY, ANNIE	MOAH-PANEL PRESENTATN-10/7/21	300.00	101 4653251	300.00
7421467	08902	BUILDERS UNLIMITED CONSTRUCTRS	PAC-CABINETRY	8,550.00	101 4650402	8,550.00
7421468	06176	C S TECH GROUP, INC	RPLCMNT HARD DRIVE FOR DVR	301.13	112 4315301	301.13
7421469	D0629	CA ASSOC OF CODE ENF OFFICERS	RD-CCEO APPLICATION FEE	200.00	101 4245200	200.00
7421470	04569	CALIFORNIA BUILDING OFFICIALS	WB-CLASS I MEMBERSHIP DUES	375.00	101 4793200	375.00
			ED WK SOUTH REG-ONTARIO(5)	2,400.00	101 4793200	2,400.00
				<u>2,775.00</u>		<u>2,775.00</u>
7421471	C8653	CARDENAS, MARIA	RFND-HIPHOP-ALEXAH TRAMMELL	100.00	101 2182001	100.00
			RFND-HIPHOP-KAYLAH TRAMMELL	100.00	101 2182001	100.00

City of Lancaster Check Register



From Check No.: 7421438 - To Check No.: 7422038

From Check Date: 10/24/21 - To Check Date: 11/27/21

Printed: 11/30/2021 10:09

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				200.00		200.00
7421472	10758	CARSON, MARY	REFUND-BASKETBALL-JESSIE DENE RFND-BASKETBALL-BRIAN THOMPSON	66.00 66.00	101 2182001 101 2182001	66.00 66.00
				132.00		132.00
7421473	04636	CAYENTA/N HARRIS COMPUTER CORP	10/21-CMS	5,458.00	112 4315302	5,458.00
7421474	C2185	CLARK PEST CONTROL	CH-ESSENTIAL CLEANING-COVID-19 CH-ESSENTIAL CLEANING-COVID-19	880.00 880.00	101 4431301 101 4431301	880.00 880.00
				1,760.00		1,760.00
7421475	08122	COHEN VENTURES INC	09/21-COMMUNITY SOLAR PROJECT	3,693.75	101 4240301	3,693.75
7421476	A0925	DESERT HAVEN ENTERPRISES	LUC-COVID 19 CLEAN+DISINFECT	1,101.10	101 4431301	1,101.10
7421477	00414	DESERT LOCK COMPANY	LMS-NEW 5PM LOCKS(6) KEYS CH-KEYS ZELDAS/PAC-INSTALL/KEYS	129.53 12.68 188.53 560.10	101 4632403 101 4633402 101 4633402 101 4650402	129.53 12.68 188.53 560.10
				890.84		890.84
7421478	09191	DESIGNERS TOUCH LANDSCAPE INC	OMP-REPLACE 2 VALVES NSC-RMVD DMGD TRASH CAN	990.00 750.00	101 4634402 101 4635402	990.00 750.00
				1,740.00		1,740.00
7421479	05473	DEWEY PEST CONTROL	MNTC YD-10/21-PEST CONTROL MLS-10/21-PEST CONTROL WH-10/21-PEST CONTROL PAC-10/21-PEST CONTROL CH-10/21-PEST CONTROL LUC-10/21-PEST CONTROL CDR-10/21-PEST CONTROL MOAH-10/21-PEST CONTROL CMTY CTR-10/21-PEST CONTROL BP-10/21-PEST CONTROL	137.00 90.00 70.00 50.00 140.00 75.00 50.00 110.00 120.00 95.00	203 4752301 101 4633301 101 4633301 101 4650301 101 4633301 101 4633301 101 4633301 101 4653301 101 4633301 101 4636301	137.00 90.00 70.00 50.00 140.00 75.00 50.00 110.00 120.00 95.00
				937.00		937.00
7421480	08839	DUKE ENGINEERING AND ASSOCS	STP PROJECT	1,212.50	101 4631301	1,212.50
7421481	09575	ENTERPRISE FM TRUST	PW-MONTHLY VEHICLE LEASE PW-MONTHLY VEHICLE LEASE	18,937.57 19,065.44	104 4753762 111 4753762 104 4753762 111 4753762	8,122.36 10,815.21 8,250.23 10,815.21
				38,003.01		38,003.01
7421482	06857	ENTERTAINMENTMAX, INC	BOOKING AGNT COMM-HITS BOSTON/ BOOKING AGNT COMM-CATAPULT	750.00 700.00	101 4650301 101 4650301	750.00 700.00
				1,450.00		1,450.00
7421483	D3240	FASTENAL COMPANY	COPY PAPER PUBLIC WORKS SUPPLIES	168.89 1,912.91	101 4410254 203 4752208	168.89 1,102.50

City of Lancaster Check Register



From Check No.: 7421438 - To Check No.: 7422038

From Check Date: 10/24/21 - To Check Date: 11/27/21

Printed: 11/30/2021 10:09

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					203 4752230	251.54
					203 4752404	214.99
					203 4752410	57.24
					206 4752404	286.64
			SANITIZING WIPES	115.73	101 4431250	115.73
			WATER TANK KIT	208.37	203 4752753	208.37
			ROW TOOLS	1,093.96	203 4752208	1,093.96
			20OZ PURPLE MARK PAINT(12)	82.46	485 4755410	82.46
				<u>3,582.32</u>		<u>3,582.32</u>
7421484	D4547	FORD, THAYZIA M	GIANT PUMPKIN CARVING	250.00	101 4649561	250.00
7421485	10749	FUSION MOVEMENT DANCE CO	FLASHMOB COORDINATION/PERF	250.00	101 4649561	250.00
7421486	C4848	GARRISON FAMILY MED. GROUP INC	COL EMPL COVID TESTS 9/13-9/28	5,675.00	101 4431302	5,675.00
			COL EMPL COVID TSTS 9/30-10/19	9,340.00	101 4431302	9,340.00
				<u>15,015.00</u>		<u>15,015.00</u>
7421487	10757	GODINEZ, ISAIAH	REFUND-BASKETBALL	66.00	101 2182001	66.00
7421488	10759	GOODE, MARLIN	REFUND-BASKETBALL	66.00	101 2182001	66.00
7421489	C7863	GREEN SET, INC	PROPS FOR HAUNT AT THE HANGER	5,198.29	101 4649561	5,198.29
7421490	03631	HARRIS & ASSOCIATES, INC.	AD ANNEX SVCS 08/29-10/02/21	7,944.72	480 4700301	1,986.18
					482 4700301	1,986.18
					483 4700301	1,986.18
					484 4700301	1,986.18
				<u>7,944.72</u>		<u>7,944.72</u>
7421491	10740	HARRIS, JARROD	REFUND-BASKETBALL	475.00	101 2182001	475.00
7421492	09083	INT'L BUSINESS MACHINES CORP	INNOVATION PLATFORM-OPS/MAINT	40,031.54	490 4791301	40,031.54
7421493	06334	J G TUCKER & SON, INC	FUEL/SENSOR	1,902.76	480 4755295	1,902.76
7421494	D4004	J P POOLS	SPLASH PAD MAINT	1,500.00	101 4631301	1,500.00
			ESP-MAINTENANCE	1,350.00	101 4631301	1,350.00
			WPL-POOL MAINTENANCE	1,000.00	101 4631301	1,000.00
			ESP-FILTER REPAIRS	1,200.00	101 4631670	1,200.00
				<u>5,050.00</u>		<u>5,050.00</u>
7421495	1203	LANCASTER PLUMBING SUPPLY	HVAC PARTS	68.29	101 4633403	68.29
			BRONZE BUSHINGS/HVAC PARTS	15.31	101 4650403	15.31
				<u>83.60</u>		<u>83.60</u>
7421496	08387	LOOMIS	10/21-ARMORED CAR SERVICE	894.89	101 3501110	894.89
7421497	10190	MCKESSON MEDICAL-SURGICAL INC	TEST KIT-SARS ANTIGEN QUICKVU	17,435.71	101 4431295	1.21
					101 4431295	17,434.50
				<u>17,435.71</u>		<u>17,435.71</u>

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7421498	D3578	MINUTEMAN PRESS	OUTLOOK EDDM PROCESSING(61500) FALL 2021 OUTLOOK FALL POSTAGE SHORTFALL BANNERS-CONSTRUCTION FLYERS 10/16 EVENT(1000)	2,421.85 1,423.31 1,662.49 317.52 <u>5,825.17</u>	101 4205211 101 4205211 109 4600355 101 4649561	2,421.85 1,423.31 1,662.49 317.52 <u>5,825.17</u>
7421499	09891	MONITRONICS INTERNATIONAL INC	10/21-WLNSS HMS-SECURITY SVC	188.55	101 4622682	188.55
7421500	10756	NINO, JAVIER	RFND-BASKETBALL-SOPHIA MOLINA	66.00	101 2182001	66.00
7421501	05509	P A R S	08/21-REP FEES	5,418.37	101 4220301	5,418.37
7421502	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 22/2021	566.06	101 2170200	566.06
7421503	05741	P P G ARCHITECTURAL FINISHES	PAINT SUPPLIES PAINT SUPPLIES	192.07 28.74 <u>220.81</u>	203 4752502 203 4752502	192.07 28.74 <u>220.81</u>
7421504	A2220	PESTMASTER SERVICES, LP	MOWING MOWING	2,355.43 1,045.00 <u>3,400.43</u>	101 4752408 306 4752408 101 4752408 306 4752408	2,011.70 343.73 892.50 152.50 <u>3,400.43</u>
7421505	10755	POWELL, PAULA	RFND-BASKETBALL-KYE HOUSTON	66.00	101 2182001	66.00
7421506	06160	PRIME TIME PARTY RENTALS	TABLES/TENTS/CHRS-BARK AT PRK	2,951.00 <u>2,951.00</u>	101 4640251 101 4649570	951.00 2,000.00 <u>2,951.00</u>
7421507	05643	REVENUE COST SPECIALISTS, LLC	COST ALLOCATION PLAN UPDATE	5,000.00	101 4410301	5,000.00
7421508	D3947	S G A CLEANING SERVICES	ADA-CDR CTR THRESHOLDS PDW-INSTALL NEW TRAIL SIGNS OMP-RPR LIGHT POLE-WIND DMG NORTH GALLERY REPAIRS OMP-VANDALISM-RPLC SOAP DISP	485.00 585.00 560.00 960.00 385.00 <u>2,975.00</u>	227 11ZZ004924 101 4634402 101 4634402 101 4651251 101 4630460	485.00 585.00 560.00 960.00 385.00 <u>2,975.00</u>
7421509	10744	SECURITY DETECTION	RNTL-WLKTHRU METAL DETECTOR	1,350.00	101 4649561	1,350.00
7421510	09863	SELBERT PERKINS DESIGN (CA)	07/21-ASR BRAND ROLLOUT 2A 07/21-CA CITIES PBLC BNK BRND 07/21-CITYWIDE PLACEMAKING 09/21-ASR BRAND ROLLOUT #2A	6,072.50 6,277.50 2,800.00 2,520.00 <u>17,670.00</u>	101 4205301 101 4100301 109 4600355 101 4205301	6,072.50 6,277.50 2,800.00 2,520.00 <u>17,670.00</u>
7421511	06174	SHAWNS PAINTING	LMS-OFFICE PAINTING	4,400.00	701 11BS019924	4,400.00
7421512	01816	SMITH PIPE & SUPPLY INC	LMS-VALVE/IRRIGATION SUPPLIES STP-IRRIGATION	251.81 398.87	101 4632404 101 4631404	251.81 398.87

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			TBP-IRRIGATION	1,009.80	101 4631404	1,009.80
			RDP-VALVES	242.33	101 4634404	242.33
			RDP-IRRIGATION SUPPLIES	40.34	101 4634404	40.34
				<u>1,943.15</u>		<u>1,943.15</u>
7421513	10714	SPRINGHILL SUITES BY MARRIOTT	PAC-VICTOR, DAVID-74862	426.99	101 4650257	426.99
7421514	06429	STANTEC CONSULTING SRVCS INC	CP22005-DRAINAGE IMPROVEMENT	2,139.00	220 17SD029924	2,139.00
7421515	05413	STATEWIDE TRAFFIC SAFETY/SIGNS	CREDIT-3/4" BUCKLES(400)	(441.97)	203 4754455	(441.97)
			ROAD WORK SIGNAGE	1,524.55	203 4754455	1,524.55
			NO PARKING SIGNS(500)	552.15	206 4752404	552.15
				<u>1,634.73</u>		<u>1,634.73</u>
7421516	05703	SUPERIOR ALARM SYSTEMS	PAC-EXT EMP DOOR REPAIR	14,458.86	101 4650403	1,990.85
			10/21-MONTHLY ALARM MONITORING	45.00	101 4650403	12,468.01
				<u>45.00</u>	101 4633301	45.00
				<u>14,503.86</u>		<u>14,503.86</u>
7421517	09665	TERRACARE ASSOCIATES, LLC	08/21-PERIMETER AREAS MTNC	17,498.55	482 4636401	17,498.55
7421518	D4127	THE BANK OF NEW YORK MELLON	ADMIN FEE-LRA-SHERIFFS ESCROW 10/08/21-10/07/22	750.00	991 4240301	750.00
7421519	C1223	THE LAMAR COMPANIES	AES BANNER AT LMS	300.00	101 4649225	300.00
7421520	10776	THOMPSON, LA CRISTA	REFUND DAMAGE DEPOSIT-R1503	530.00	101 2182002	530.00
7421521	C5522	THOMSON REUTERS-WEST PMT CENT	09/21-INFORMATION CHARGES	1,012.00	101 4245301	1,012.00
7421522	04239	TIM WELLS MOBILE TIRE SERVICE	REPAIR	15.00	101 4635230	15.00
7421523	10638	TITAN WATER TECHNOLOGY INC	10/21-CH-CHILLER SERVICE	569.25	101 4431301	569.25
7421524	08812	UC FACTORS	PREVENTATIVE MAINTENANCE	1,600.00	485 4755405	1,600.00
7421525	08783	UNIFIRST CORPORATION	UNIFORM CLEANING	137.01	480 4755209	137.01
7421526	C4011	UNITED RENTALS	SCISSOR LIFT 9/27-9/28/21	431.56	101 4649225	431.56
7421527	31009	UNIVERSAL ELECTRONIC ALARMS	CMTY CTR-THRU 12/31-FIRE ALARM	164.85	101 4633301	164.85
			CMTY CTR-THRU 12/31-SEC ALARM	120.00	101 4633301	120.00
			NSC/W-THRU 12/31/21-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 12/31/21-FIRE ALARM	168.00	101 4635301	168.00
			PAC-THRU 12/31/21-FIRE ALARM	168.00	101 4633301	168.00
			MOAH-FIRE ALARM-QUARTERLY	81.00	101 4633301	81.00
			WH-SECURITY ALARM-QUARTERLY	81.00	101 4633301	81.00
			TBP-THRU 12/31/21-SEC ALRM	81.00	101 4631301	81.00
			STP-THRU 12/31/21-SEC ALRM	81.00	101 4631301	81.00
			NSC/E-THRU 12/31/21-SEC ALARM	81.00	101 4635301	81.00
			OMP-MNTC SHOP-SECURITY ALARM	81.00	101 4634301	81.00

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			MOAH-SECURITY ALARM-QUARTERLY	81.00	101 4633301	81.00
			CH-10/21-12/21-SEC & FIRE ALRM	81.00	101 4633301	81.00
			PAC-SECURITY ALARM-QUARTERLY	81.00	101 4633301	81.00
			LUC-THRU 12/31/21-SEC ALARM	81.00	101 4633301	81.00
			LUC-THRU 12/31/21-FIRE ALARM	75.00	101 4633301	75.00
			PAC-SVC CALLS 6/24 & 9/14/21	475.00	101 4650402	475.00
				<u>2,313.85</u>		<u>2,313.85</u>
7421528	2228	VALLEY CONSTRUCTION SUPPLY INC	SM TOOLS/SUPPLIES	485.59	203 4752410	485.59
7421529	31026	WAXIE SANITARY SUPPLY	OMP/AVTA-JANITORIAL SUPPLIES	1,533.37	207 4634406	1,533.37
			WINDOW CLEANING KIT	71.22	101 4633406	71.22
				<u>1,604.59</u>		<u>1,604.59</u>
7421530	D0298	WILLDAN FINANCIAL SERVICES	ANNUAL CDIAC FILING-FY20/21	3,000.00	101 4430301	1,500.00
					210 4430301	600.00
					211 4430301	900.00
				<u>3,000.00</u>		<u>3,000.00</u>
7421531	1215	L A CO WATERWORKS	08/12-10/20/21 WATER SVC	89,475.37	101 4631654	14,202.82
					101 4633654	1,754.90
					101 4634654	22,302.22
					203 4636654	19,272.32
					482 4636654	31,943.11
				<u>89,475.37</u>		<u>89,475.37</u>
7421532	06220	T R C SOLUTIONS, INC	AVE K INTERCHANGE	64,899.33	210 15BR004924	64,899.33
7421533	10785	TEEN CHALLENGE SC	FOUNDERS BANQUET TBL-11/04/21	5,000.00	101 4100251	5,000.00
7421534	07637	ABAIED, KATHLEEN	KA-MILEAGE-10/24,10/26	86.80	101 4220256	86.80
7421535	07238	ARANDA, TOM	TA-PR DM-ANAHEIM-11/9-11/10/21	111.00	480 4755201	111.00
7421536	10787	AUNTIE M CREATIVE CONSULTANTS	X32 CONSOLE RNTL-ZEPPLN/FEMMES	500.00	101 4650602	500.00
7421537	08754	CA MUNICIPAL COMPLNCE CNSLTNTS	10/21-PS-CONSULTING SVCS	45,402.39	101 4800301	45,402.39
7421538	D4031	CALLES, HERB	PERF-SVNTH SWITCH-FLD OF DRFTS	800.00	101 4649563	800.00
7421539	06950	COLGROVE, KERI	KC-PR DM-CACEO-11/7-11/8	88.50	101 4220256	88.50
7421540	VOID					
7421541	D0412	KATZ, BRUCE	BK-PR DM-ANAHEIM-11/9-11/10/21	111.00	480 4755201	111.00
7421542	08488	L A CO BREWERS GUILD	FOD-BREWER SPONSORSHIP	3,166.54	101 4649563	3,166.54
7421543	1296	L A CO CLERK-ENVIRO FILINGS	NOE-CP22006 BLVD REVITALIZATN	75.00	206 4752404	75.00
7421544	1215	L A CO WATERWORKS	08/19-10/27/21 WATER SVC	25,777.52	203 4636654	546.68
					482 4636654	25,230.84

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				25,777.52		25,777.52
7421545	09945	LA PAPILLON STEAK SEAFOOD INC	REIMBURSE-TAKE OUT/CHILL GFTCD	1,040.00	101 2140000	1,040.00
7421546	09346	NEAL SHELTON ENTERTAINMENT	BALANCE-FIELD OF DRFTS-11/6/21 PERFORMANCE	3,500.00	101 4649563	3,500.00
7421547	10218	ORGANIC THERAPY COMPANY	10/21-COMMUNICABLE DISEASE CON	5,000.00	101 4431301	5,000.00
7421548	03154	SO CA EDISON	09/03-10/27/21 ELECTRIC SVC	447.43	101 4620652	463.91
					306 4300652	(16.48)
				447.43		447.43
7421549	03154	SO CA EDISON	08/03-10/27/21 ELECTRIC SVC	3,527.51	203 4636652	436.25
					482 4636652	2,727.39
					483 4785660	169.83
					484 4755652	194.04
				3,527.51		3,527.51
7421550	03154	SO CA EDISON	08/23-10/26/21 ELECTRIC SVC	15,263.30	101 4240902	694.48
					101 4633652	5,148.56
					101 4634652	5,267.96
					101 4650652	3,851.30
					203 4636652	18.22
					483 4754660	44.79
					483 4785660	237.99
				15,263.30		15,263.30
7421551	1907	SO CA GAS COMPANY	05/25-10/26/21 GAS SVC	6,253.19	101 4620655	229.25
					101 4631655	3,760.98
					101 4633655	1,663.82
					101 4635655	195.42
					101 4650655	231.55
					101 4651655	120.40
					101 4800403	35.68
					306 4300655	16.09
				6,253.19		6,253.19
7421552	09735	THEESE, NICOLE	NT-MILEAGE-NSHVLL-10/24-10/30	86.80	101 4220256	86.80
7421553	C8775	WORRELL, JULIE	JW-PR DM-ANAHEIM-11/9-11/10/21	111.00	480 4755201	111.00
7421554	C7500	A B I DOCUMENT SUPPORT SRVCS	CLAIM #063-19/CLGL-1407A1	151.71	113 4230303	151.71
			CLAIM #063-19/CLGL-1407A1	151.71	113 4230303	151.71
			CLAIM #063-19/CLGL-1407A1	151.71	113 4230303	151.71
			CLAIM #063-19/CLGL-1407A1	151.71	113 4230303	151.71
			CLAIM #063-19/CLGL-1407A1	203.38	113 4230303	203.38
			CLAIM #063-19/CLGL-1407A1	193.52	113 4230303	193.52
			CLAIM #063-19/CLGL-1407A1	461.80	113 4230303	461.80
			CLAIM #063-19/CLGL-1407A1	779.86	113 4230303	779.86
			CLAIM #063-19/CLGL-1407A1	203.23	113 4230303	203.23
			CLAIM #063-19/CLGL-1407A1	257.99	113 4230303	257.99
			CLAIM #063-19/CLGL-1407A1	262.62	113 4230303	262.62

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			CLAIM #063-19/CLGL-1407A1	151.71	113 4230303	151.71
			CLAIM #063-19/CLGL-1407A1	151.71	113 4230303	151.71
			CLAIM #063-19/CLGL-1407A1	244.62	113 4230303	244.62
			CLAIM #063-19/CLGL-1407A1	185.49	113 4230303	185.49
				<u>3,702.77</u>		<u>3,702.77</u>
7421555	02357	A V TRANSIT AUTHORITY	JUL-SEP 21-BUS STOP MAINTENANC	20,802.50	207 4430404	20,802.50
			OCT-DEC 21-BUS STOP MAINTENANC	20,802.50	207 4430404	20,802.50
				<u>41,605.00</u>		<u>41,605.00</u>
7421556	06294	A V WEB DESIGNS	NSC-11/21-MONTHLY HOSTING CHGS	99.95	101 4645301	99.95
7421557	05445	ADELMAN BROADCASTING, INC	KGBB-FM / 3 REDNECK TENORS	300.00	101 4650205	300.00
7421558	09376	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	113.67	101 4754209	48.71
			UNIFORM CLEANING		111 4753209	64.96
			UNIFORM CLEANING	88.32	101 4754209	44.16
			UNIFORM CLEANING		111 4753209	44.16
			UNIFORM CLEANING	87.98	101 4754209	43.99
			UNIFORM CLEANING		111 4753209	43.99
			CR-UNIFORM CLEANING	(142.74)	101 4754209	(61.18)
			UNIFORM CLEANING		111 4753209	(81.56)
			UNIFORM CLEANING	87.29	101 4754209	34.82
			UNIFORM CLEANING		111 4753209	52.47
				<u>234.52</u>		<u>234.52</u>
7421559	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE	700.54	203 4752410	700.54
			READY MIX CONCRETE	819.61	203 4752410	819.61
				<u>1,520.15</u>		<u>1,520.15</u>
7421560	04446	AUTO PROS	SMOG INSPECTION-EQ5662	45.00	111 4753207	45.00
			SMOG INSPECTION-EQ6816	45.00	111 4753207	45.00
				<u>90.00</u>		<u>90.00</u>
7421561	04151	AXES FIRE INC	FIRE CERTS(40)	786.23	203 4752403	786.23
7421562	C8172	B & H PHOTO VIDEO	STUDIO 606 A/V EQUIPMENT	27,184.00	101 4651251	27,184.00
7421563	D0879	B'S EMBROIDERY ETC, INC	EMBROIDERY-SHRTS(12), JCKTS(2)	200.66	203 4752209	200.66
			WCBC SCREENPRINT(82)	532.23	203 4752251	532.23
				<u>732.89</u>		<u>732.89</u>
7421564	VOID					
7421565	10366	BARRETT CELLARS	RESTAURANT RESCUE GRANT	500.00	101 2140000	500.00
7421566	10624	BEAR COMMUNICATIONS	INSTALL 16 NEW DATA DROPS	3,894.61	701 11BS019924	3,894.61
7421567	10713	BRIDGE HOUSING CORP	LANCASTER PREDEV DRAW 3- 08/21	14,853.06	349 4792770	14,853.06
7421568	D0629	CA ASSOC OF CODE ENF OFFICERS	WEBINAR-A NOGA-052621	25.00	101 4245200	25.00
			MBR DUES-ANDREW NOGA	95.00	101 4245206	95.00
			MBR DUES-RUBEN DE LA CANAL	95.00	101 4245206	95.00

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			MBR DUES-TIM BUSH	95.00	101 4245206	95.00
			MBR DUES-SCOTT O'CONNOR	95.00	101 4245206	95.00
			MBR DUES-KERI COLGROVE	95.00	101 4245206	95.00
			MBR DUES-ROSA CARDENAS	95.00	101 4245206	95.00
			MBR DUES-MIKE KATZ	95.00	101 4245206	95.00
			MBR DUES-SHANNON VEASLEY	95.00	101 4245206	95.00
				<u>785.00</u>		<u>785.00</u>
7421569	D0919	CA BUILDING STANDARDS	JUL-SEP 2021-GREEN BLDG FEES	1,276.20	101 2170000	1.00
					101 2179003	1,417.00
					101 3201120	(141.80)
				<u>1,276.20</u>		<u>1,276.20</u>
7421570	C0914	CAMPBELL II, EDWARD LEE	10/21-SPORTS OFFICIAL	621.00	101 4641308	621.00
7421571	00382	CARRIER COMMUNICATIONS	11/21-HAUSER MTN SITE RENT	629.15	101 4245350	629.15
7421572	04732	CARSON TRAILER INC	UTLTY TRLR V#4HXBU0815NC224168	2,091.74	203 4752295	2,091.74
			UTLTY TRLR V#4HXBU0815NC223554	2,091.74	203 4752295	2,091.74
			UTLTY TRLR V#4HXBU1219NC224009	2,378.39	203 4752295	167.13
					203 4752295	2,211.26
				<u>6,561.87</u>		<u>6,561.87</u>
7421573	03475	CLARK AND HOWARD	VHCL TOW-EQ7507	75.00	111 4753207	75.00
			VHCL TOW-EQ5856	75.00	111 4753207	75.00
				<u>150.00</u>		<u>150.00</u>
7421574	C2185	CLARK PEST CONTROL	CH-ESSENTIAL CLEANING-COVID-19	880.00	101 4431301	880.00
			CMTY CTR-COVID19-CLEAN/DSNFCT	400.00	101 4431301	400.00
				<u>1,280.00</u>		<u>1,280.00</u>
7421575	C0054	COLE-ROUS, JOHN	10/21-SPORTS OFFICIAL	391.00	101 4641308	391.00
7421576	00794	CORRALES, RUDY	10/21-SPORTS OFFICIAL	506.00	101 4641308	506.00
7421577	03790	CRAFCO	HP ER COLD PATCH BAG	2,712.15	203 4752410	2,712.15
7421578	10605	CROCE TOURS INC	GBOR-CROCE PLAYS-10/25/21	1,899.00	101 4650318	1,899.00
7421579	05147	CROSTOWN ELECTRICAL & DATA	LMS-INSTALL FIBER OPTIC CABLE	15,850.00	701 11BS019924	15,850.00
7421580	04677	D C F SOILS	NSC-TOP SOIL	1,752.98	101 4635404	1,752.98
7421581	10684	DAY WIRELESS SYSTEMS	HAUSER PEAK INSPCTN/PRVNTV MNT	950.00	101 4245350	950.00
7421582	5062	DEPT OF CNSRVTN-ADMIN SRV ACCT	JUL-SEP 2021-STRNG MOTION FEES	3,724.78	101 2172000	3,920.82
					101 3588100	(196.04)
				<u>3,724.78</u>		<u>3,724.78</u>
7421583	10780	DKG ENT LLC	DEP-BABY BASH-GOODSTOCK	5,000.00	101 4649575	5,000.00
7421584	D1927	EASTSIDE HIGH SCHOOL	MAYORS VAX CHALLENGE SCHLRSHIP	3,000.00	101 4431305	3,000.00

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7421585	05665	EGGERTH, DARRELL	10/21-SPORTS OFFICIAL	552.00	101 4641308	552.00
7421586	VOID					
7421587	06857	ENTERTAINMENTMAX, INC	BOOKING AGNT COMM-3RDNK TENORS BOOKING AGNT COMM-CROCE PLAYS	850.00 768.00 <u>1,618.00</u>	101 4650301 101 4650301	850.00 768.00 <u>1,618.00</u>
7421588	10669	ESCOBAR, JOEL JR	10/21-SPORTS OFFICIAL	529.00	101 4641308	529.00
7421589	C9406	ESTES, MAURICE	10/21-SPORTS OFFICIAL	138.00	101 4641308	138.00
7421590	D3240	FASTENAL COMPANY	CHAIRS/TABLES FOR TUTORING PRG PARKS & FACILITIES SUPPLIES	16,899.53 3,624.52	101 4431306 101 4633403 101 4634403 101 4634404 101 4634406 101 4635406 482 4636404 101 4410254	16,899.53 47.20 9.04 17.66 998.87 2,483.75 68.00 <u>388.08</u> <u>20,912.13</u>
			COPY PAPER	388.08	101 4410254	388.08
				20,912.13		20,912.13
7421591	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS EXPRESS MAILINGS	184.53 24.50 <u>209.03</u>	101 4650212 101 4770212 101 4600212	160.20 24.33 <u>24.50</u> <u>209.03</u>
7421592	07226	FLYERS ENERGY LLC	DIESEL(1580)/UNLEADED(5931)	29,559.73	111 4753217	29,559.73
7421593	10435	FOOTHILL COMMUNICATIONS INC	INSTLL ANTENNAS ON COMM TWR(6)	36,306.54	349 4240771	36,306.54
7421594	C4848	GARRISON FAMILY MED. GROUP INC	COVID-19 TESTS-10/25-10/29	12,400.00	101 4431302	12,400.00
7421595	08968	GOTIME CONTROL INC	ANNUAL LIGHTS ON SIGHTS PBP-OMP-TBP	5,700.00 <u>5,700.00</u>	101 4631301 101 4634301	2,850.00 2,850.00 <u>5,700.00</u>
7421596	05822	H & H AUTO PARTS WHOLESALE	CORE RETURN MAX-E-LOADER RECEIVER-EQ5868	(137.81) 176.91 <u>39.10</u>	111 4753207 111 4753207	(137.81) 176.91 <u>39.10</u>
7421597	00849	HAAKER EQUIPMENT CO	WATER PUMP RPR/RPLC-EQ3988	5,808.06	111 4753207	5,808.06
7421598	02585	HARRELL, BARON	10/21-SPORTS OFFICIAL	322.00	101 4641308	322.00
7421599	819	HERC RENTALS INC	1 TON PORTABLE AC(2) LMS-20KW GENERATOR-9/13-10/13	510.98 1,127.02 <u>1,638.00</u>	101 4633403 101 4431295	510.98 1,127.02 <u>1,638.00</u>
7421600	C9535	HILLYARD/LOS ANGELES	TRASH CAN LINERS(2 CS)	144.10	101 4633406	144.10

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7421601	06350	INTELESYS ONE	ANN RENEWAL-BRIGHTMETRICS 11/6/21-11/5/22	1,639.00	112 4315302	1,639.00
7421602	10790	JOE WALKER MIDDLE SCHOOL	MAYORS VAX CHALLENGE SCHLRSHIP	5,000.00	101 4431305	5,000.00
7421603	D1903	KERN MACHINERY INC-LANCASTER	NSC-FORK ATTACHMENT	992.25	101 4635404	992.25
7421604	D0600	L A CO DEPT OF PUBLIC WORKS	R9LAN9158-CSR#269158-110TH W	16,758.96	701 15SW018924	802.98
					701 15SW018924	15,955.98
				16,758.96		16,758.96
7421605	C2195	L A E D C	TABLE-EDDY AWARDS 2021	4,000.00	101 4790340	4,000.00
7421606	08883	LANCASTER HIGH SCHOOL	MAYORS VAX CHALLENGE SCHLRSHP	7,000.00	101 4431305	7,000.00
7421607	1203	LANCASTER PLUMBING SUPPLY	LMD-IRRIGATION SUPPLIES	26.35	482 4636404	26.35
7421608	D3426	LAW OFFICES CHRISTOPHER RAMSEY	CASE #063-19/CLGL-1407A1	8,173.58	113 4230303	8,173.58
7421609	5191	LU'S LIGHTHOUSE, INC	LED MINIBAR-EQ3854	351.56	111 4753207	351.56
7421610	09417	MALDONADO, ARIEL	10/21-SPORTS OFFICIAL	759.00	101 4641308	759.00
7421611	03351	MAULDIN, JOSEPH	10/21-SPORTS OFFICIAL	437.00	101 4641308	437.00
7421612	01450	MCCAIN INC	TRAFFIC SIGNAL SUPPLIES	4,135.84	203 4754461	4,135.84
7421613	09332	MENA, HERMAN	10/21-SPORTS OFFICIAL	276.00	101 4641308	276.00
7421614	D3578	MINUTEMAN PRESS	LCE CALPINE PUSH NOTICES(259)	276.03	490 4250213	276.03
			LCE CALPINE PUSH NOTICES(396)	333.87	490 4250213	333.87
				609.90		609.90
7421615	05773	MORRISON WELL MAINTENANCE	NSC-09/21-BACTERIOLOGICAL TST	635.00	101 4635301	635.00
7421616	08562	NAPA AUTO PARTS	AIR/FUEL FILTERS-EQ3415	49.06	111 4753207	49.06
			LOCKING FUEL CAPS-EQ6814	20.94	111 4753207	20.94
			BEARING-EQ3824	50.26	111 4753207	50.26
				120.26		120.26
7421617	L1699	NATIONSTAR MORTGAGE LLC	LCE NEM	5.26	101 2140000	5.26
7421618	09270	NEXTECH SYSTEMS INC	GE SIGNAL INDICATIONS	12,155.06	211 4785763	12,155.06
7421619	06513	ODYSSEY POWER	MOAH-GENERATOR PM	1,009.00	101 4632301	183.28
					101 4633301	246.22
					101 4634301	183.27
					101 4650301	212.95
					101 4653301	183.28
				1,009.00		1,009.00
7421620	06636	P & J ELECTRIC INC	OMP-LIGHT RPRS/RPLCMNT	1,496.68	101 4631402	1,496.68

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7421621	08930	PAVEMENT ENGINEERING INC	CP21009-2021 SUMMER PVMNT MGMT CP22003-2022 SPRING PVMT MGMT	13,742.50 25,001.25 <u>38,743.75</u>	701 12ST046924 701 12ST047924	13,742.50 25,001.25 <u>38,743.75</u>
7421622	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	5,500.00	101 4820301	5,500.00
7421623	05602	PETROLEUM EQUIPMENT CONST SRV	SERVICE CALL	136.50	111 4753402	136.50
7421624	09566	PROJECT X GARMENTS & GRAPHICS	LOGO PRINT ON SAFETY JACKETS-6	127.89	484 4752209	127.89
7421625	08709	QUARTZ HILL HIGH SCHOOL	MAYORS VAX CHALLENGE SCHLRSH	5,000.00	101 4431305	5,000.00
7421626	05864	QUINN COMPANY	LAMP GP-BASIC-EQ3394 CONTROL GP X-EQ3777	470.27 1,302.93 <u>1,773.20</u>	111 4753207 111 4753207	470.27 1,302.93 <u>1,773.20</u>
7421627	06712	RICE, BRIAN S.	10/21-SPORTS OFFICIAL	368.00	101 4641308	368.00
7421628	C9494	ROSENBERG M D, RICHARD C	CASE #063-19/CLGL-1407A1	6,041.00	113 4230303	6,041.00
7421629	D3947	S G A CLEANING SERVICES	PBP-GRAFFITI REMOVAL EDP-GRAFFITI REMOVAL LMS-VANDALISM-WELDING EDP-GRAFFITI REMOVAL SKT-VANDALISM-GRAFFITI REMOVAL MP-VANDALISM-RESTROOM REPAIR JRP-VANDALISM-SINK REPAIR EDP-VANDALISM-GRAFFITI REMOVAL MP-VANDALISM-SINK REPAIR PBP-VANDALISM-RESTROOM REPAIRS MP-VANDALISM-FOUNTAIN REPAIR SKT-VANDALISM-GRAFFITI REMOVAL SKT-VANDALISM-GRAFFITI REMOVAL JRP-VANDALISM-POOL BLDG RPRS SKT-VANDALISM-DOOR REPAIR EDP-RESTROOM SANITIZING WCP-VANDALISM-GRAFFITI REMOVAL SKT-VANDALISM-GRAFFITI REMOVAL JRP-VANDALISM-GRAFFITI REMOVAL JRP-VANDALISM-GRAFFITI REMOVAL 45534 GADSDEN-RPR BTHRM SNK/TH 1102 H5 STREET-SWMP CLR REPAIR EMERG SVC-SANITIZE/DISINFECT SANITIZE/DISINFECT COMMON AREA 422 LANDSFORD-RPR COOLER, CNTR LMS-CARPET/DOORS/HARDWARE MNTC YD-SANITIZE/DISINFECT LMS-CLEAN/DISINFECT CONCESSION	485.00 675.00 485.00 875.00 685.00 695.00 955.00 475.00 485.00 365.00 485.00 560.00 550.00 775.00 560.00 875.00 690.00 485.00 560.00 365.00 413.00 415.00 435.00 985.00 965.00 5,303.03 985.00 <u>2,785.00</u> 24,371.03	101 4630460 101 4630460 101 4630460 101 4630460 101 4630460 101 4630460 101 4630460 101 4630460 101 4630460 101 4630460 101 4630460 101 4630460 101 4630460 101 4630460 101 4630460 101 4631403 101 4630460 101 4630460 101 4630460 101 4622682 101 4622682 101 4431301 101 4431301 101 4622682 701 11BS019924 101 4431301 101 4431301	485.00 675.00 485.00 875.00 685.00 695.00 955.00 475.00 485.00 365.00 485.00 560.00 550.00 775.00 560.00 875.00 690.00 485.00 560.00 365.00 413.00 415.00 435.00 985.00 965.00 5,303.03 985.00 <u>2,785.00</u> 24,371.03
7421630	03962	SAFETY KLEEN	AUTOMATIC PARTS WASHER	142.38	111 4753657	142.38

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7421631	06180	SANTA CLARITA ELEVATORS	QRTLTY ELEV SVC-OCT-DEC 2021	2,400.00	101 4632301	480.00
					101 4633301	480.00
					101 4650301	960.00
					101 4653301	480.00
				<u>2,400.00</u>		<u>2,400.00</u>
7421632	C3064	SANTOS, RENALDO	10/21-SPORTS OFFICIAL	1,104.00	101 4641308	1,104.00
7421633	09863	SELBERT PERKINS DESIGN (CA)	09/21-PAC BRAND DEVELOPMENT	1,300.00	101 4200301	1,300.00
7421634	10608	SHARP PEST MANAGEMENT	PEST CONTROL(10)	500.00	101 4622682	500.00
7421635	05934	SHI INTERNATIONAL CORP	NUTANIX HARDWARE	33,919.31	112 4315302	3,153.50
					112 4315302	30,765.81
				<u>33,919.31</u>		<u>33,919.31</u>
7421636	07139	SITEONE LANDSCAPE SUPPLY LLC	OMP/NSC-SEED FERTILIZER FOR ALL PARKS	7,489.59	101 4634404	7,489.59
				<u>6,362.71</u>	101 4634404	<u>6,362.71</u>
				<u>13,852.30</u>		<u>13,852.30</u>
7421637	01816	SMITH PIPE & SUPPLY INC	LMD-IRRIGATION IRRIGATION SUPPLIES IRRIGATION SUPPLIES	41.67	482 4636404	41.67
				171.63	101 4633404	171.63
				<u>21.43</u>	101 4633404	<u>21.43</u>
				<u>234.73</u>		<u>234.73</u>
7421638	09222	SNS CHOIRS	MOAH-FALL PERF-8/24/21	500.00	101 4653251	500.00
7421639	10297	SOLAR ART	LMS-WINDOW TINT FOR OFC AREA	2,788.00	701 11BS019924	90.00
					701 11BS019924	<u>2,698.00</u>
				<u>2,788.00</u>		<u>2,788.00</u>
7421640	08891	SOUTHWEST LIFT & EQUIPMENT INC	REPAIRS-ROTARY LIFTS	2,333.07	111 4753402	2,333.07
7421641	10714	SPRINGHILL SUITES BY MARRIOTT	PAC-FOLIO 74864-74870 10/16/21	986.02	101 4650257	986.02
7421642	09316	TEKWERKS INTERNET	CMTY CTR-PHONE SVC-10/14-11/13 OMP-INTERNET-10/18-11/17/21 CH-WIFI-10/28-11/27/21	450.19	112 4315651	450.19
				204.00	112 4315651	204.00
				<u>2,205.00</u>	112 4315651	<u>2,205.00</u>
				<u>2,859.19</u>		<u>2,859.19</u>
7421643	10779	THE ROYAL HOUSE DAWID TRUST	DEP-B JACKSON-GOODSTOCK	2,500.00	101 4649575	2,500.00
7421644	C5522	THOMSON REUTERS-WEST PMT CENT	09/21-INFORMATION CHARGES	671.00	101 4820301	671.00
7421645	04239	TIM WELLS MOBILE TIRE SERVICE	TIRES-EQ3779	1,733.84	111 4753207	1,733.84
7421646	31009	UNIVERSAL ELECTRONIC ALARMS	MNTC YD-11/21-FIRE ALARM MNTC YD-11/21-SECURITY ALARM	27.00	203 4752301	27.00
				<u>27.00</u>	203 4752301	<u>27.00</u>
				<u>54.00</u>		<u>54.00</u>
7421647	09590	VIVINT INC	PS-SMRT HME SVC-10/25-11/24/21	73.53	101 4820301	73.53

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7421648	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	185.69	203 4752410	185.69
			COLD MIX	187.40	203 4752410	187.40
			COLD MIX	183.13	203 4752410	183.13
			COLD MIX	178.86	203 4752410	178.86
				<u>735.08</u>		<u>735.08</u>
7421649	06209	WAGEWORKS	10/21 FSA ADMIN FEES-#31154	489.29	101 2170213	489.29
7421650	D3242	ZIMMER, DANIEL	10/21-SPORTS OFFICIAL	874.00	101 4641308	874.00
7421651	03154	SO CA EDISON	02/18/20-02/01/21 AB719 LMD2 3-051-7407-80; 3-051-7407-07	170,684.22	483 4754660	170,684.22
7421652	05128	CLEANSTREET	10/21-MONTHLY STREET SWEEP	46,331.94	203 4752450	25,945.89
					484 4752450	20,386.05
			10/21-MONTHLY HANDWORK/BK LNS	6,461.42	203 4752450	4.73
				<u>52,793.36</u>	203 4752450	<u>6,456.69</u>
						<u>52,793.36</u>
7421653	C7946	L A CO DEPT ANIMAL CARE&CONTRL	09/21-HOUSING COSTS	96,478.51	101 4820363	96,478.51
7421654	1214	L A CO SHERIFF'S DEPT	09/21-LAW ENFORCEMENT SVCS	2,436,374.75	101 4820354	2,199,406.89
					101 4820357	236,967.86
				<u>2,436,374.75</u>		<u>2,436,374.75</u>
7421655	09665	TERRACARE ASSOCIATES, LLC	09/21-LMD MAINTENANCE	58,398.53	482 4636402	58,398.53
			09/21-PARKS MAINTENANCE	40,995.72	101 4631402	18,148.61
					101 4632402	1,053.99
					101 4634402	10,631.41
					101 4635402	11,161.71
			09/21-BP-MONTHLY MAINTENANCE	3,266.05	482 4636401	3,266.05
			09/21-PERIMETER AREAS MTNC	18,373.48	203 4636264	18,373.48
			PLANT INSTALL-10TH W & H6	450.00	203 4636460	450.00
			PLANT INSTALL-E J8/CALSTON AVE	1,155.00	482 4636404	1,155.00
				<u>122,638.78</u>		<u>122,638.78</u>
7421656	10733	ALEXANDER, ANDREA	AA-PR DM-UNIV CITY-12/8-12/10	185.00	101 4220256	185.00
7421657	C4026	AMARANT, JEREMY	SCARY SCIENCE-10/23/21	100.00	101 4647251	100.00
7421658	C4026	AMARANT, JEREMY	MNWLKS 7/24,8/8,9/25,10/23/21	500.00	101 4647251	500.00
7421659	10600	BELLA ENTERTAINMENT GROUP LLC	BAL-FEMMES OF ROCK-11/13/21	6,045.00	101 2177003	(455.00)
					101 4650318	6,500.00
				<u>6,045.00</u>		<u>6,045.00</u>
7421660	10600	BELLA ENTERTAINMENT GROUP LLC	DEP-FEMMES OF ROCK-11/13/21	6,500.00	101 4650318	6,500.00
7421661	10330	CALIFORNIA DEPT SOCIAL SVCS	TRUSTLINE APPLICATIONS(36)	1,548.00	101 4220255	1,548.00
7421662	D4457	CARDENAS, ROSA	RC-MILEAGE-LAS VEGAS-10/26-29	287.28	101 4220256	287.28

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7421663	1241	L A CO TAX COLLECTOR	CH-3384020270 21/22 PRP TAX 1ST & 2ND INSTALLMENTS	1,268.11	101 4600416	1,268.11
7421664	1241	L A CO TAX COLLECTOR	AHP-3133027007 21/22 PRP TAX 1ST & 2ND INSTALLMENTS	6,084.78	101 4633416	6,084.78
7421665	1215	L A CO WATERWORKS	07/21-10/01/21 WATER SVCS	18,636.02	101 4620654 101 4632654 101 4650654 203 4636654 306 4342654 482 4636654	43.20 8,158.61 525.18 2,074.36 893.98 6,940.69
				18,636.02		18,636.02
7421666	1215	L A CO WATERWORKS	08/16-11/03/2021 WATER SVC	44,620.14	101 4620654 101 4631654 101 4633654 101 4634654 203 4636654 203 4752654 306 4342654 480 4755654 482 4636654 484 4755654	372.91 17,921.12 4,330.54 10,593.32 2,624.56 2,056.56 402.15 741.76 4,834.41 742.81
				44,620.14		44,620.14
7421667	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 23/2021	150.00	101 2171000	150.00
7421668	1217	LANCASTER SCHOOL DISTRICT	FBO ENDEAVOUR MIDDLE SCHOOL MAYORS VAX CHALLENGE SCHOLARSH	3,000.00	101 4431305	3,000.00
7421669	1217	LANCASTER SCHOOL DISTRICT	FBO FULTON & ALSBURY ACADEMY MAYORS VAX CHALLENGE SCHOLARSH	7,000.00	101 4431305	7,000.00
7421670	09352	MAHONEY, JENNIFER	JM-REIMB-EXAM REGISTRATION/ICC BLDG INSPECTOR	219.00	101 4793200	219.00
7421671	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 23/2021	793.30	101 2170200	793.30
7421672	A7221	P E R S LONG TERM CARE PROGRAM	11/21-RETIREE LONG TERM CARE	7,528.19	109 1101000	7,528.19
7421673	03154	SO CA EDISON	09/09-11/02/2021 ELECTRIC SVC	6,023.02	101 4635652 203 4754652 483 4754660	5,404.45 213.79 404.78
				6,023.02		6,023.02
7421674	1907	SO CA GAS COMPANY	09/24-10/26/21 GAS SVC	3,860.14	101 4620655 101 4631655 101 4633655	21.93 15.78 3,822.43
				3,860.14		3,860.14
7421675	10131	STOCK, LAWRENCE	10/21-COMM DISEASES ADVICE	5,000.00	101 4431301	5,000.00
7421676	10783	THE FELDMAN AGENCY	DEP-PAVLO IN CONCERT-04/09/22	2,500.00	101 4650318	2,500.00
7421677	D2816	WM CORPORATE SERVICES INC	11/01-01/31/22 45304 5TH ST	99.90	101 4622682	99.90

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7421678	D2816	WM CORPORATE SERVICES INC	11/01-01/31/22 45740 KINGTREE	99.90	101 4622682	99.90
7421679	D2816	WM CORPORATE SERVICES INC	11/01-01/31/22 45534 GADSDEN	99.90	101 4622682	99.90
7421680	D2816	WM CORPORATE SERVICES INC	11/01-01/31/22 43028 GUYMAN	99.90	101 4622682	99.90
7421681	D2816	WM CORPORATE SERVICES INC	11/01-01/31/22 422 LANDSFORD	99.90	101 4622682	99.90
7421682	D2816	WM CORPORATE SERVICES INC	11/01-01/31/22 44381 STANRIDGE	99.90	101 4622682	99.90
7421683	D2816	WM CORPORATE SERVICES INC	11/01-01/31/22 302 E AVE J12	99.90	101 4622682	99.90
7421684	D2816	WM CORPORATE SERVICES INC	11/01-01/31/22 43745 12TH ST W	99.90	101 4622682	99.90
7421685	D2816	WM CORPORATE SERVICES INC	11/01-01/31/22 AV PARTNERS 1102 W AVE H5, 43057 39TH	199.80	101 4622682	199.80
7421686	07358	YELLOW BRICK ROAD ENTERTAINMNT	BAL-ZEPPELIN USA-11/12/2021	6,091.00	101 2177003	(459.00)
					101 4650318	6,550.00
				6,091.00		6,091.00
7421687	07358	YELLOW BRICK ROAD ENTERTAINMNT	DEP-ZEPPELIN USA-11/12/2021	6,550.00	101 4650318	6,550.00
7421688	C3660	A V AIR QUALITY MGMT DISTRICT	AVAQMD-LWN/GRDN EQP EXCH PRGRM WINTER 2021 CONTRIBUTION	10,000.00	490 4250205	10,000.00
7421689	02605	A V COLLISION REPAIRS, INC	TRCK RPR-2017 RAM 1500	9,222.92	111 4753463	9,222.92
7421690	D1445	A V PARTNERS FOR HEALTH	WELLNESS SYMPOSIUM SPONSORSHIP EVENT 11/19/2021	2,500.00	101 4100251	2,500.00
7421691	08979	A V PEST CONTROL	JRP-PEST REMOVAL-OCT	110.00	101 4631301	110.00
			AHP-PEST REMOVAL-OCT	85.00	101 4631301	85.00
			EDP-PEST REMOVAL-OCT	65.00	101 4631301	65.00
			PBP-PEST REMOVAL-OCT	95.00	101 4631301	95.00
				355.00		355.00
7421692	00107	A V PRESS	10/31-PAC EVENT ADVERTISING	2,978.76	101 4650205	2,978.76
7421693	06294	A V WEB DESIGNS	05/21-NSC-MONTHLY HOSTING CHGS	99.95	101 2140000	99.95
			PAC-05/21-MONTHLY HOSTING CHGS	99.95	101 2140000	99.95
			PAC-11/21-MONTHLY HOSTING CHGS	99.95	101 4650301	99.95
				299.85		299.85
7421694	10800	ACEVEDO, AILEEN	IMPACT '21(MAR-OCT) 123.25 HRS	1,232.50	109 4100355	1,232.50
7421695	05445	ADELMAN BROADCASTING, INC	KGBB-FM / CROCE PLAYS CROCE	300.00	101 4650205	300.00
			KWDJ-FM / THE DRIFTERS RADIO	300.00	101 4650205	300.00
				600.00		600.00
7421696	10165	ADT COMMERCIAL LLC	11/21-LMS-ALARM MONITORING	557.38	101 4632301	557.38
7421697	09972	AFFORDABLE HSG & DEV OF SOCAL	ADVISORY SVCS	4,755.00	306 4240301	4,755.00

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7421698	A8728	ALL THINGS ENGRAVABLE	SHIRTS-BLK(364)	6,350.40	101 4641251	6,350.40
7421699	C6143	AMERICAN BUSINESS MACHINES	TRANSPARENCY FILM-COLOR	32.48	101 4653257	32.48
7421700	D3147	AMERICAN PLUMBING SERVICES,INC	SKT-RESTROOM REPAIR ESP-RESTROOM REPAIR	100.00 171.66 <u>271.66</u>	101 4631402 101 4631403	100.00 171.66 <u>271.66</u>
7421701	D3188	AMERICAN RED CROSS	LIFEGUARDING(6)	237.00	101 4642301	237.00
7421702	08992	ARC DOCUMENT SOLUTIONS LLC	CP21010 COPIES	233.27	701 12ST045924	233.27
7421703	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE	779.92	203 4752410	779.92
7421704	06738	ASPEN ENVIRONMENTAL GROUP	08/21-PROFESSIONAL SVCS 09/21-PROFESSIONAL SVCS	4,687.00 6,098.25 <u>10,785.25</u>	101 2185721 101 2185721	4,687.00 6,098.25 <u>10,785.25</u>
7421705	04446	AUTO PROS	SMOG INSPECTION-EQ1742 SMOG INSPECTION-EQ1739	45.00 45.00 <u>90.00</u>	111 4753207 111 4753207	45.00 45.00 <u>90.00</u>
7421706	D0879	B'S EMBROIDERY ETC, INC	EMBROIDERY-HAT(1)	23.15	101 4793209	23.15
7421707	08380	BARRERA, RICARDO	CATERING SVC	611.88	101 4649572	611.88
7421708	C8921	BARTEL ASSOCIATES, LLC	09/21-CONSULTING SVCS	2,300.00	101 4410301	2,300.00
7421709	L1876	BROOKS, ROBBIE	LCE NEM PAYOUT	99.63	101 2140000	99.63
7421710	10397	BUILDING SYSTEMS DESIGN GROUP	MOAH-COMPLETION HVAC REHAB	350.00	101 4653402	350.00
7421711	08017	BURKE, WILLIAMS & SORENSEN LLP	PRFSSNL SVCS THRU 09/30/21	8,126.00	101 4100303	8,126.00
7421712	10795	CABRAL RIVERA, JAQUELINE	IMPACT '21(MAR-AUG) 132.50 HRS	1,325.00	109 4100355	1,325.00
7421713	09640	CANNON CORPORATION	CDP 18-05-PERMIT PLAN CHECKING CDP 18-05-PERMIT PLAN CHECKING	687.41 2,069.17 248.06 10.00 200.53 314.40 500.00 299.20 986.08 2,948.80 1,059.02 350.00 675.85 327.60 350.00	101 4761308 101 4761308	687.41 2,069.17 248.06 10.00 200.53 314.40 500.00 299.20 986.08 2,948.80 1,059.02 350.00 675.85 327.60 350.00

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			CDP 18-05-PERMIT PLAN CHECKING	1,152.47	101 4761308	1,152.47
			CDP 18-05-PERMIT PLAN CHECKING	349.60	101 4761308	349.60
			CDP 18-05-PERMIT PLAN CHECKING	1,159.00	101 4761308	1,159.00
			CDP 18-05-PERMIT PLAN CHECKING	349.60	101 4761308	349.60
			CDP 18-05-PERMIT PLAN CHECKING	475.00	101 4761308	475.00
				<u>14,511.79</u>		<u>14,511.79</u>
7421714	10746	CAREY, MICHAEL JAMES	DE LOREAN & ECTO-1 DISPLAY	1,000.00	101 4649561	1,000.00
7421715	10797	CARRILLO, NATALIE	IMPACT '21(MAR-AUG) 118.25 HRS	1,182.50	109 4100355	1,182.50
7421716	04732	CARSON TRAILER INC	BALANCE-2021 CARSON ENCL CARGO 7X10 TANDEM AXLE-REAR ASSTRAMP	3,376.10	480 4755753	454.23
					480 4755753	2,921.87
				<u>3,376.10</u>		<u>3,376.10</u>
7421717	10804	CHAVEZ TORRES, CHELSEY	IMPACT '21(MAR-AUG) 133 HRS	1,330.00	109 4100355	1,330.00
7421718	C7625	DAPEER,ROSENBLIT & LITVAK, LLP	09/21-MUNI CODE ENFRCMNT SVCS	2,255.54	101 4230301	2,255.54
			09/21-SPECIALIZED LEGAL SVCS BEAUCHAMP	599.75	101 4230301	599.75
			09/21-SPECIALIZED LEGAL SVCS HUGHES WESLEY	370.00	101 4230301	370.00
			09/21-SPECIALIZED LEGAL SVCS ROBERT WRIGHT	45.00	101 4230301	45.00
				<u>3,270.29</u>		<u>3,270.29</u>
7421719	10812	DE LEON, KEIRA	IMPACT '21(MAR-AUG) 180.75	1,807.50	109 4100355	1,807.50
7421720	00414	DESERT LOCK COMPANY	JRP-KEYS(6)	25.50	101 4631403	25.50
			KEYS FOR ADMIN/HR	52.37	101 4633402	52.37
				<u>77.87</u>		<u>77.87</u>
7421721	09191	DESIGNERS TOUCH LANDSCAPE INC	EDP-VALVE REPAIR	930.00	101 4631402	930.00
			AHP-IRRIGATION REPAIRS	585.00	101 4631402	585.00
			EDP-IRRIGATION REPAIRS	650.00	101 4631402	650.00
				<u>2,165.00</u>		<u>2,165.00</u>
7421722	10799	DY, KATHERINE	IMPACT '21(MAR-AUG) 135.25 HRS	1,352.50	109 4100355	1,352.50
7421723	D2120	EAN SERVICES, LLC	RENTAL 09/23-10/21/21	1,718.38	203 4752602	1,718.38
7421724	10794	ENCISO, NATHAN	IMPACT '21(MAR-AUG) 111.50 HRS	1,115.00	109 4100355	1,115.00
7421725	07124	FIRST AMERICAN DATA TREE, LLC	10/21-PROFESSIONAL SERVICES	400.00	101 4230301	400.00
7421726	08441	FRANKLIN TRUCK PARTS INC	FLEETGUARD FILTER-EQ3988	142.42	111 4753207	142.42
7421727	10811	GAMBOA, EMILY GRACE	IMPACT '21(MAR-AUG) 109.25 HRS	1,092.50	109 4100355	1,092.50
7421728	C4848	GARRISON FAMILY MED. GROUP INC	COVID-19 TESTS-10/4-10/8/21	12,550.00	101 4431302	12,550.00
			COVID-19 TESTS-10/18-10/22/21	12,850.00	101 4431302	12,850.00
			COVID-19 TESTS-11/1-11/5/21	11,525.00	101 4431302	11,525.00
				<u>36,925.00</u>		<u>36,925.00</u>
7421729	10734	GLADWELL GOVT SVCS INC	ELECTION SVCS/AUG-OCT 2021	1,800.00	101 4210262	1,800.00

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7421730	10802	GUEVARA, ARLY	IMPACT '21(MAR-AUG) 47.25 HRS	472.50	109 4100355	472.50
7421731	10141	GUTIERREZ, ANNETTE	IMPACT '21(MAR-AUG) 115.75 HRS	1,157.50	109 4100355	1,157.50
7421732	10803	HENDERSON, CHANCE	IMPACT '21(MAR-AUG) 56.25 HRS	562.50	109 4100355	562.50
7421733	10745	HENISEY ELECTRIC	EQUIP FOR HAUNT AT HANGER	720.00	101 4649561	720.00
7421734	819	HERC RENTALS INC	OMP-GENERATOR-9/17/21	718.56	101 4100251	718.56
7421735	10805	HERNANDEZ, CHRISTINA	IMPACT '21(MAR-AUG) 34 HRS	340.00	109 4100355	340.00
7421736	08314	HIGH DESERT MEDICAL GROUP	REIMB-NURSES AT VAX CLINIC	4,601.22	101 4431305	4,601.22
7421737	10813	HOMOD, LAYALI	IMPACT '21(MAR-OCT) 116.75 HRS	1,167.50	109 4100355	1,167.50
7421738	A8868	I B M CORPORATION	09/21-CLOUD PAY PER USE	339.40	490 4791301	339.40
7421739	07653	INBOUND DESIGN INC	WEB DESIGN/MAINT	325.00	490 4250301	325.00
7421740	09070	INSIGHT NORTH AMERICA LLC	09/21-INVESTMENT ADVISORY SRVC	2,930.35	101 3501110	2,930.35
7421741	A2594	INTERSTATE BATTERY SYS OF A V	BATTERIES(3)	342.11	111 4753207	342.11
7421742	03366	JAS PACIFIC	PLAN REVIEW/INSPECTION SVCS	10,385.05	101 4783301	2,997.07
					101 4793301	7,387.98
			PLAN REVIEW/INSPECTION SVCS	9,848.55	101 4793301	9,848.55
			PLAN REVIEW/INSPECTION SVCS	8,468.75	101 4793301	8,468.75
				<u>28,702.35</u>		<u>28,702.35</u>
7421743	A8656	KIMLEY-HORN & ASSOCIATES INC	CP21005/13019-AVE M PS&E	13,037.50	210 15BR005924	13,037.50
			CP15001-AVE L PA & ED	11,059.31	210 15BR008924	11,059.31
				<u>24,096.81</u>		<u>24,096.81</u>
7421744	1214	L A CO SHERIFF'S DEPT	09/21-PRISONER MAINT	177.13	101 4820355	177.13
7421745	1203	LANCASTER PLUMBING SUPPLY	STP-URINAL REPAIR	75.95	101 4631403	75.95
			NSC-TOILET REPAIR	23.71	101 4635403	23.71
			STP-TOILET REPAIR	11.08	101 4631403	11.08
				<u>110.74</u>		<u>110.74</u>
7421746	A4930	LANDALE MUTUAL WATER COMPANY	L/CHALLENGER-10/21 WATER SVC	63.07	203 4636654	63.07
7421747	10485	LEGEND PUMP & WELL SERVICE INC	NSC-PUMP REPAIRS	14,571.00	104 4631402	14,571.00
			NSC-PUMP REPAIRS	1,635.00	101 4631402	1,455.00
					104 4631402	180.00
				<u>16,206.00</u>		<u>16,206.00</u>
7421748	D1736	LEVEL 3 COMMUNICATIONS LLC	10/21-INTERNET/DATA	3,740.55	112 4315651	3,740.55
7421749	10798	LOPEZ, KAILA	IMPACT '21(MAR-AUG) 95.75 HRS	957.50	109 4100355	957.50

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7421750	10810	LOPEZ, KIMBERLY XIOMARA	IMPACT '21(MAR-AUG) 145.75 HRS	1,457.50	109 4100355	1,457.50
7421751	10809	LOPEZ, MELANIE	IMPACT '21(MAR-AUG) 114.75 HRS	1,147.50	109 4100355	1,147.50
7421752	D3365	LOVE, BRUCE	RETAINER-CULTURAL RSRCS-PDW	2,500.00	227 11GS011924	2,500.00
7421753	10283	LSY ENTERPRISE INC	CP21019-TRAFFIC SIGNAL MOD DSN	18,080.00	209 16ZZ001924	18,080.00
			TRAFFIC MGMT CENTER DEVT	7,470.00	207 11BS027924	2,203.65
					321 11BS027924	5,266.35
			TRAFFIC MGMT CENTER DEVT	2,910.00	207 11BS027924	858.45
					321 11BS027924	2,051.55
				<u>28,460.00</u>		<u>28,460.00</u>
7421754	10143	MARTINEZ, ANNETTE	IMPACT '21(MAR-AUG) 89.50 HRS	895.00	109 4100355	895.00
7421755	10190	MCKESSON MEDICAL-SURGICAL INC	TEST KIT-SARS ANTIGEN QUICKVU	1,163.52	101 4431295	1.22
					101 4431295	1,162.30
				<u>1,163.52</u>		<u>1,163.52</u>
7421756	C8147	MOORE IACOFANO GOLTSMAN, INC	08/21-PROFESSIONAL SVCS	3,662.68	101 4770301	682.68
					349 4770770	2,980.00
			09/21-PROFESSIONAL SVCS	8,261.25	101 4770301	1,123.75
					349 4770770	7,137.50
				<u>11,923.93</u>		<u>11,923.93</u>
7421757	C9177	MUNISERVICES, LLC	SUTA SVC-2ND QTR 2021 TAX QTR ENDING JUNE 30, 2021	24,355.67	101 4410301	24,355.67
7421758	08562	NAPA AUTO PARTS	FUSES-EQ6824	7.32	111 4753207	7.32
			PLUG-EQ3854	26.70	111 4753207	26.70
			ALTERNATOR-EQ3824	246.12	111 4753207	246.12
			CAMSHAFT LOCK-EQ3770	157.67	111 4753207	157.67
				<u>437.81</u>		<u>437.81</u>
7421759	D2822	NATIONAL CINEMEDIA, LLC	THEATER ADS-10/2-10/29/21	525.00	101 4207205	262.50
					101 4800205	262.50
				<u>525.00</u>		<u>525.00</u>
7421760	10307	NATIONAL UTILITY LOCATORS LLC	TECHNICAL UTILITY LOCATING	6,500.00	203 4754301	1,300.00
					203 4755301	1,300.00
					480 4755301	1,300.00
					483 4754301	1,300.00
					484 4755301	1,300.00
				<u>6,500.00</u>		<u>6,500.00</u>
7421761	10144	NAVA, BRANDON	IMPACT '21(MAR-AUG) 118.75 HRS	1,187.50	109 4100355	1,187.50
7421762	10806	OLUWADAMILOLA, OLOWOOKERE	IMPACT '21(MAR-AUG) 188.50 HRS	1,885.00	109 4100355	1,885.00
7421763	05741	P P G ARCHITECTURAL FINISHES	PBP-RESTROOM PAINT	210.68	101 4631403	210.68
			PAINT SUPPLIES	99.25	203 4752502	99.25
			PAINT SUPPLIES	51.87	101 4653257	51.87

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			EDP-RESTROOM PAINT	52.23	101 4631403	52.23
				414.03		414.03
7421764	06984	PACIFIC DESIGN & INTEGRATION	10/21-BROADCAST MANAGER SVC	5,575.00	112 4315301	5,575.00
7421765	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	500.00	101 4820301	500.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	1,968.00	101 4820301	1,968.00
				2,468.00		2,468.00
7421766	09496	PAY PLUS SOLUTIONS	10/21-CALPERS MONTHLY CHARGES	327.00	101 4220301	327.00
7421767	05884	PSOMAS	RFQ694-18, CAT 4	7,890.00	101 2185918	7,890.00
			RFQ694-18, CAT 4	12,101.25	101 2185918	12,101.25
			RFQ694-18, CAT 4	7,768.00	101 2185918	7,768.00
				27,759.25		27,759.25
7421768	02257	QUALITY SURVEYING, INC	CP21008-2021 NBRHD IMPRVMT	9,000.00	701 15ST079924	9,000.00
7421769	10793	RIZO, MELANY	MAYORS VAX CHALLNG SCHOLARSHIP	5,000.00	101 4431305	5,000.00
7421770	10796	RODRIGUEZ, EMMA	IMPACT '21(MAR-AUG) 71.25 HRS	712.50	109 4100355	712.50
7421771	D3947	S G A CLEANING SERVICES	JRP-SANITIZE PLAYGROUND	675.00	101 4431301	675.00
			AHP-SANITIZE PLAYGROUND/GAZEBO	985.00	101 4431301	985.00
			ESP-POOL HEATER REPAIRS	775.00	101 4631403	775.00
				2,435.00		2,435.00
7421772	10791	SALONE, SULLIVAN	MAYORS VAX CHALLNG SCHOLARSHIP	10,000.00	101 4431305	10,000.00
7421773	06174	SHAWNS PAINTING	ZELDAS-PAINT/DRYWALL REPAIRS	1,400.00	101 4650402	1,400.00
7421774	08337	SILVER LINING SOLUTIONS LLC	10/21-GENERAL SUPPORT	2,080.00	112 4315302	2,080.00
7421775	01816	SMITH PIPE & SUPPLY INC	AHP-IRRIGATION SUPPLIES	748.56	101 4631404	748.56
			WCP-IRRIGATION SUPPLIES	52.90	101 4631404	52.90
			WCP-IRRIGATION SUPPLIES	(13.32)	101 4631404	(13.32)
			AHP-IRRIGATION SUPPLIES	138.19	101 4631404	138.19
			PBP-IRRIGATION SUPPLIES	77.23	101 4631404	77.23
			PBP-IRRIGATION SUPPLIES	12.14	101 4631404	12.14
			AHP-IRRIGATION SUPPLIES	232.94	101 4631404	232.94
			MP-IRRIGATION SUPPLIES	296.76	101 4631404	296.76
			MP-IRRIGATION SUPPLIES	94.89	101 4631404	94.89
			PBP-IRRIGATION SUPPLIES	232.20	101 4631404	232.20
			STP-IRRIGATION SUPPLIES	216.84	101 4631404	216.84
			PBP-IRRIGATION SUPPLIES	209.88	101 4631404	209.88
			PBP-IRRIGATION SUPPLIES	187.04	101 4631404	187.04
				2,486.25		2,486.25
7421776	10590	SONORE CORPORATION	REFUND-WITHHOLDING-CARPENTERS REDUCED WH APPRVL ARRIVED LATE	175.00	101 2177003	175.00
7421777	10714	SPRINGHILL SUITES BY MARRIOTT	PAC-FOLIO 74871-74873 10/23/21 3 REDNECK TENORS	845.16	101 4650257	845.16
			PAC-FOLIO 74880-74885 10/30/21 THE DRIFTERS	845.16	101 4650257	845.16

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				1,690.32		1,690.32
7421778	09160	ST. FRANCIS ELECTRIC, LLC	07/21-STL RESPONSE	355.50	483 4754660	355.50
			08/21-STL RESPONSE	728.75	483 4754660	728.75
				<u>1,084.25</u>		<u>1,084.25</u>
7421779	A6479	TAFT ELECTRIC COMPANY	9/30/21-I & CHALLENGER	2,109.09	203 4754461	2,109.09
7421780	09665	TERRACARE ASSOCIATES, LLC	CMTY CTR-INSTALL PLANTS	360.00	101 4631402	360.00
			10/21-IRRIGATION	2,000.00	482 4636404	2,000.00
			10/21-IRRIGATION	478.57	203 4636404	478.57
				<u>2,838.57</u>		<u>2,838.57</u>
7421781	06640	THE RAMSAY GROUP	ANALYSIS OF IMPEDIMENTS	4,745.00	306 4792301	4,745.00
7421782	C5522	THOMSON REUTERS-WEST PMT CENT	10/21-INFORMATION CHARGES	921.34	101 4230301	921.34
7421783	C2555	TIME WARNER CABLE	10/21-INTERNET/TV/PHONE SVCS	2,084.36	101 4622682	807.85
					101 4820651	164.99
					112 4315651	1,111.52
				<u>2,084.36</u>		<u>2,084.36</u>
7421784	08319	TRIEPEI SMITH & ASSOCIATES INC	10/21-MARKETING SUPPORT	3,385.00	101 4205301	3,385.00
7421785	02977	TURBO DATA SYSTEMS INC	10/21-PARKING CITATIONS	7,228.53	101 4820301	7,228.53
			10/21-ADMIN CITATIONS	4,777.80	101 4245301	4,777.80
				<u>12,006.33</u>		<u>12,006.33</u>
7421786	D3265	ULINE	OFFICE FURNITURE	2,217.31	101 4642251	2,217.31
7421787	A2124	UNDERGROUND SERVICE ALERT/SC	10/21-TICKETS(310)	521.50	484 4755301	521.50
			CA STATE FEE FOR REGLTRY COSTS	123.71	484 4755311	123.71
				<u>645.21</u>		<u>645.21</u>
7421788	08783	UNIFIRST CORPORATION	UNIFORM CLEANING	151.97	101 4754209	123.44
					111 4753209	28.53
			UNIFORM CLEANING	137.01	480 4755209	137.01
			UNIFORM CLEANING	79.21	101 4754209	52.81
					111 4753209	26.40
				<u>368.19</u>		<u>368.19</u>
7421789	C4011	UNITED RENTALS	SKID STEER TRACK LOADER-10/12	2,877.53	484 4752602	2,877.53
7421790	05551	UNITED SITE SRVCS OF CA,SO DIV	FENCE RENTAL-10/1-10/28/21	61.74	101 4633301	61.74
7421791	31009	UNIVERSAL ELECTRONIC ALARMS	CMTY CTR-SVC CALL 10/25/21	190.00	101 4633402	190.00
7421792	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	173.73	203 4752410	173.73
			COLD MIX	143.84	203 4752410	143.84
			COLD MIX	142.99	203 4752410	142.99
				<u>460.56</u>		<u>460.56</u>

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7421793	31026	WAXIE SANITARY SUPPLY	CREDIT-WRONG ITEM	(163.06)	101 4633406	(163.06)
			JANITORIAL SUPPLIES	277.48	101 4633406	277.48
			JANITORIAL SUPPLIES	52.20	101 4633406	52.20
			JANITORIAL SUPPLIES	106.66	101 4633406	106.66
				<u>273.28</u>		<u>273.28</u>
7421794	D0298	WILLDAN FINANCIAL SERVICES	ARBITRAGE FEE-LRA LEASE REV BD	1,350.00	991 4240962	1,350.00
			ARBTRG FEE-2016A-1, 2016B-1	2,250.00	991 4240962	2,250.00
				<u>3,600.00</u>		<u>3,600.00</u>
7421795	10801	YANEZ, ANGELINA	IMPACT '21(MAR-OCT) 88 HRS	880.00	109 4100355	880.00
7421796	04627	Z A P MANUFACTURING INC	48X50 YDS AVERY OMNI	4,288.73	203 4754455	4,288.73
7421797	2501	ZUMAR INDUSTRIES, INC	12GA PERF TUBE 2"X2"X10'	8,124.56	203 4754455	8,124.56
7421798	1916	STRADLING,YOCCA,CARLSON,RAUTH	09/21-LEGAL SERVICES	82,533.73	101 4100303	146.50
					101 4100303	322.30
					101 4100303	468.80
					101 4100303	1,324.00
					101 4100303	1,444.90
					101 4100303	1,758.00
					101 4100303	2,010.95
					101 4100303	3,751.10
					101 4100303	3,898.40
					101 4100303	4,602.40
					101 4100303	5,638.90
					101 4100303	7,500.00
					101 4100303	15,155.91
					101 4100303	32,391.57
					113 4230303	2,120.00
				<u>82,533.73</u>		<u>82,533.73</u>
7421799	1916	STRADLING,YOCCA,CARLSON,RAUTH	08/21-LEGAL SERVICES	102,820.36	101 4100303	15.51
					101 4100303	87.90
					101 4100303	175.80
					101 4100303	351.60
					101 4100303	410.20
					101 4100303	673.90
					101 4100303	1,434.10
					101 4100303	1,443.47
					101 4100303	2,814.60
					101 4100303	3,882.80
					101 4100303	5,351.60
					101 4100303	6,519.68
					101 4100303	7,266.20
					101 4100303	7,500.00
					101 4100303	14,217.75
					101 4100303	15,560.50
					101 4100303	25,730.75

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					113 4230303	9,384.00
				102,820.36		102,820.36
7421800	06099	A V RECYCLING CENTER	HOMELESS ENCAMPMENT CLEANUP	30,000.00	101 4800301	30,000.00
			CLEAN-UP & VEGETATION REMOVAL 10/1-10/29/2021	56,100.00	203 4752301	56,100.00
				86,100.00		86,100.00
7421801	04380	BOWE CONTRACTORS, INC	CDP 21-08 CITY HALL RENOVATION	450,347.32	150 2100003	(23,702.49)
					701 11BS019924	23,702.49
					701 11BS019924	450,347.32
				450,347.32		450,347.32
7421802	10054	CAL STRIPE INC	CP21018-TRAFFIC CALMING	119,890.00	150 2100003	(6,310.00)
					232 15TC003924	6,310.00
					232 15TC003924	119,890.00
				119,890.00		119,890.00
7421803	09709	KHJR REAL ESTATE ADVISORY SRV	MEDICAL MAIN STREET-PHASE II	100,839.04	101 4240301	100,839.04
7421804	06966	MICHAEL BAKER INT'L INC	AGMT RFQ 694-18/PROJECT 184421	19,133.90	101 4770316	19,133.90
			AGMT RFQ 694-18/PROJECT 184421	36,054.58	101 4770316	36,054.58
				55,188.48		55,188.48
7421805	10207	SULLY-MILLER CONTRACTING CO	CP21008-2021 NEIGHBRHD IMPR	527,959.89	150 2100003	(27,787.36)
					701 15ST079924	27,787.36
					701 15ST079924	527,959.89
				527,959.89		527,959.89
7421806	2003	TIP TOP ARBORISTS, INC	10/21-TREE TRIM/REMOVAL	43,505.00	203 4636267	43,505.00
			10/21-TREE TRIM	575.00	482 4636267	575.00
			10/21-TREE TRIM/REMOVAL	12,635.00	483 4636267	12,635.00
			10/21-EMER TREE REMOVAL	885.00	101 4634267	885.00
				57,600.00		57,600.00
7421807	07637	ABAIED, KATHLEEN	KA-PR DM-NSHVLL-10/24-10/30/21	396.50	101 4220202	396.50
7421808	D1872	CA WATER ENVIRONMENTAL ASSN	MT-CERT RNWL GRADE 2-47584	96.00	101 4220311	96.00
7421809	D1872	CA WATER ENVIRONMENTAL ASSN	OR-COLL SYS MAINT CERT-394907	96.00	101 4220311	96.00
7421810	D1872	CA WATER ENVIRONMENTAL ASSN	RW-ENV COMP INSP GRD 2-313362	96.00	101 4220311	96.00
7421811	D1872	CA WATER ENVIRONMENTAL ASSN	BB-MEMBERSHIP DUES-395003	192.00	101 4220311	192.00
7421812	D1872	CA WATER ENVIRONMENTAL ASSN	BS-MEMBERSHIP DUES-42877	192.00	101 4220311	192.00
7421813	C2060	CA WATER SERVICE COMPANY	10/07-11/05/21 WATER SVC	186.95	482 4636654	186.95
7421814	D4457	CARDENAS, ROSA	RC-PR DM-LA MIRADA-11/29-12/02	259.00	101 4245350	259.00
7421815	D0775	CAUDLE, JASON	JC-PRKG-AV BD RETREAT-10/28-30	72.00	101 4200201	72.00

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7421816	06950	COLGROVE, KERI	REIMB-FUEL FOR CITY TRUCK-11/7	71.22	101 4245201	71.22
7421817	D1698	DOW, CHENIN	CD-PR DM-LAS VEGAS-12/5-12/7 ICSC CONF	172.50	101 4220256	172.50
7421818	D0862	FELKINS, JOHN	JF-PR DM-LA MIRADA-11/29-12/02	259.00	101 4245350	259.00
7421819	10814	HARBOR DISTRIBUTING, LLC	FOD-BEVERAGES	9,846.35	101 4649563	9,846.35
7421820	1215	L A CO WATERWORKS	09/13-11/09/21 WATER SVC	4,744.36	203 4636654 482 4636654	160.59 4,583.77
				<u>4,744.36</u>		<u>4,744.36</u>
7421821	1215	L A CO WATERWORKS	09/02-11/05/21 WATER SVC	45,644.75	101 4620654 101 4631654 203 4636654 306 4300654 482 4636654	243.86 19,839.39 423.80 90.94 25,046.76
				<u>45,644.75</u>		<u>45,644.75</u>
7421822	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 24/2021	150.00	101 2171000	150.00
7421823	C3710	MARTINEZ, RONNIE	RM-BOOT/PANT REIMBURSEMENT	500.00	203 4752220	500.00
7421824	1705	QUARTZ HILL WATER DISTRICT	09/30-10/31/21 WATER SVC	5,267.79	101 4620654 101 4620682 101 4634654 203 4636654 482 4636654	38.27 36.75 313.86 778.85 4,100.06
				<u>5,267.79</u>		<u>5,267.79</u>
7421825	03154	SO CA EDISON	09/29-10/28/21 ELECTRIC SVC	96.64	483 4754660	96.64
7421826	03154	SO CA EDISON	10/08-11/07/21 ELECTRIC SVC	1,041.90	203 4636652 482 4636652 484 4755652	90.03 836.18 115.69
				<u>1,041.90</u>		<u>1,041.90</u>
7421827	03154	SO CA EDISON	08/03-11/01/21 ELECTRIC SVC	2,937.04	203 4636652 482 4636652	676.13 2,260.91
				<u>2,937.04</u>		<u>2,937.04</u>
7421828	03154	SO CA EDISON	09/01-10/28/21 ELECTRIC SVC	3,726.36	203 4754652 483 4754660	3,351.39 374.97
				<u>3,726.36</u>		<u>3,726.36</u>
7421829	03154	SO CA EDISON	10/06-11/08/21 ELECTRIC SVC	6,676.82	101 4620652 101 4633652 482 4636652 483 4754660	928.38 4,871.05 121.48 755.91
				<u>6,676.82</u>		<u>6,676.82</u>

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7421830	03154	SO CA EDISON	08/03-11/01/21 ELECTRIC SVC	13,983.36	203 4754652 480 4755652 484 4755652 485 4755652 490 4250652	8,266.47 300.40 224.43 4,525.18 666.88
				13,983.36		13,983.36
7421831	D1617	STOFFEL, MATTHEW	MS-BOOT/PANT REIMBURSEMENT	104.92	203 4752220	104.92
7421832	C0683	TORRES, JOE	JT-BOOT/PANT REIMBURSEMENT	63.70	483 4754220	63.70
7421833	2106	U S POSTMASTER	POSTAGE-WINTER OUTLOOK-P#192	13,760.63	101 4205211	13,760.63
7421834	D3370	VERIZON WIRELESS	10/21-ADDL IPADS/SVC	441.79	112 4315651	441.79
7421835	D3370	VERIZON WIRELESS	10/21-WIRELESS SERVICE	3,099.26	112 4315651	3,099.26
7421836	D3370	VERIZON WIRELESS	10/21-IPAD SERVICE	6,805.93	112 4315651	6,805.93
7421837	09559	WHOSE LIVE ANYWAY, INC.	HOTEL BUYOUT-4 ROOMS PERF 11/28/2021	400.00	101 4650257	400.00
7421838	09559	WHOSE LIVE ANYWAY, INC.	WHOSE LIVE ANYWAY-11/28/2021	11,855.00	101 2177003 101 4650318	(1,645.00) 13,500.00
				11,855.00		11,855.00
7421839	08760	YESETA, SYDNEY	SY-PR DM-LAS VEGAS-12/5-7/21	172.50	101 4220256	172.50
7421840	09773	8 ONE 8 BREWING, LLC	FOD-BEVERAGES	454.00	101 4649563	454.00
7421841	06066	A T & T	DOC-10/21-PHONE-BAN 9391067128	210.44	112 4315651	210.44
7421842	C0077	A V E K	BACTERIOLOGICAL TESTING	46.00	485 4755301	46.00
7421843	03854	A V JANITORIAL SUPPLY	AIR PURIFIER	402.41	101 4431406	402.41
7421844	08979	A V PEST CONTROL	OMP-PEST CONTROL SVC	190.00	101 4634301	190.00
7421845	00107	A V PRESS	ADS FOR FOD & HAUNT	900.00	101 4649561 101 4649563	675.00 225.00
				900.00		900.00
7421846	L2120	ABRAMS, RONALD	LCE NEM PAYOUT	324.70	490 4250658	324.70
7421847	07489	ACCESSO SHOWARE	PAC-10/21-TICKET/DONATN SALES	1,908.60	112 4315302	1,908.60
7421848	09826	ACME ASSET PROTECTION SERVICES	10/21-SECURITY-MTNC YD 11/21-SECURITY-MTNC YD	9,586.50 9,345.00	207 4752301 203 4752301 207 4752301	9,586.50 4,830.50 4,514.50
				18,931.50		18,931.50
7421849	C4724	ACTIVE NETWORK LLC	ACTIVENET RFNDS-PREFUNDING	3,109.00	101 2182001	3,109.00

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7421850	05445	ADELMAN BROADCASTING, INC	KZIQ-FM / FLU SEASON KGIL-FM / FLU SEASON KLOA-AM / FLU SEASON KGBB-FM / FLU SEASON KEPD-FM / FLU SEASON KRAJ-FM / FLU SEASON	1,760.00 1,760.00 940.00 1,940.00 1,840.00 1,760.00	101 4100301 101 4100301 101 4100301 101 4100301 101 4100301 101 4100301	1,760.00 1,760.00 940.00 1,940.00 1,840.00 1,760.00
				<u>10,000.00</u>		<u>10,000.00</u>
7421851	08894	ADHERENCE COMPLIANCE INC	CANNABIS CONSULTING SERVICES CANNABIS CONSULTING SERVICES	4,485.00 4,680.00	101 4230301 101 4230301	4,485.00 4,680.00
				<u>9,165.00</u>		<u>9,165.00</u>
7421852	10165	ADT COMMERCIAL LLC	11/21-LMS-ELEVATOR MONITORING	44.65	101 4632301	44.65
7421853	C8745	ADVANCE ELECTRIC	LMS-TROUBLESHOOT DISCONNECT	250.00	101 4632402	250.00
7421854	06352	AGILITY RECOVERY SOLUTIONS	11/21-READY SUITE	698.25	112 4315302	698.25
7421855	10529	ALLEN INSTRUMENTS & SUPPLIES	POLE MOUNT, CLAW, BALL	77.12	484 4755410	77.12
7421856	C6143	AMERICAN BUSINESS MACHINES	IMAGE RUNNER ADV COPIER IMAGE RUNNER ADV COPIER	5.22 11.85	101 4410254 101 4410254	5.22 11.85
				<u>17.07</u>		<u>17.07</u>
7421857	D3147	AMERICAN PLUMBING SERVICES,INC	OMP-UNCLOG AC BLDG SINK MP-RESTROOM REPAIR EDP-VANDALISM-RESTROOM REPAIR EDP-VANDALISM-RESTROOM REPAIR EDP-VANDALISM-RESTROOM REPAIR PBP-RESTROOM REPAIR EDP-VANDALISM-RESTROOM REPAIR OMP-DIAGNOS BACKFLOW PROBLEM	125.00 100.00 165.00 109.98 437.04 125.00 361.13 100.00	101 4634402 101 4631403 101 4630460 101 4630460 101 4630460 101 4631402 101 4630460 101 4634402	125.00 100.00 165.00 109.98 437.04 125.00 361.13 100.00
				<u>1,523.15</u>		<u>1,523.15</u>
7421858	D3517	AMERICASPRINTER.COM	MOAH STRUCTURE PRGM-SPANISH	782.14	101 4653205	782.14
7421859	02693	ANDY GUMP, INC	RDP-FENCE RENTAL-9/3-9/30/21 OMP-FENCE RENTAL-10/1-10/4/21 OMP-FENCE RENTAL-10/12-11/8/21 OMP-FENCE RNTL-10/25-11/21/21 RDP-FENCE RENTL-10/29-11/25/21	33.51 1,380.52 33.51 44.68 33.51	101 4634602 101 4640251 101 4634602 101 4634602 101 4634602	33.51 1,380.52 33.51 44.68 33.51
				<u>1,525.73</u>		<u>1,525.73</u>
7421860	L2121	ANGUIANO JR, REYES	LCE NEM PAYOUT	79.56	490 4250658	79.56
7421861	08992	ARC DOCUMENT SOLUTIONS LLC	PAC-DOCUMENT SCANS(152)	428.32	101 4633403	428.32
7421862	07761	ARMSTRONG, PAUL A	LCE NEM PAYOUT	184.29	490 4250658	184.29
7421863	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE READY MIX CONCRETE	660.85 581.47	203 4752410 203 4752410	660.85 581.47

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				1,242.32		1,242.32
7421864	10710	BAM CREATIVE	ARCHITECTUAL SVCS	4,403.72	101 11BS037924	4,403.72
7421865	10822	BANNER BANK	CP19002-LS ANGLS ENG-ESCR-1923	25,001.72	150 2100003	25,001.72
7421866	L2122	BERTRAND, CYNTHIA	LCE NEM PAYOUT	47.86	490 4250658	47.86
7421867	C4358	BEST BEST & KRIEGER LLP	LEGAL SVCS THRU 10/31/21	264.00	306 4240301	264.00
7421868	L0742	BEUDER, JEFFREY	LCE NEM PAYOUT	232.28	490 4250658	232.28
7421869	L1032	BHAKTA, DIXIT	LCE NEM PAYOUT	48.31	490 4250658	48.31
7421870	L2123	BOWLER, NEVILLE	LCE NEM PAYOUT	38.45	490 4250658	38.45
7421871	08982	BROWN, WHITNEY	RAJ MALHI .AI PUPPET	192.50	101 4205301	192.50
7421872	10748	BUCKLEY, ANNIE	MOAH-ESSAY FOR BOOK, HK ZAMANI	1,000.00	101 4653251	1,000.00
7421873	08902	BUILDERS UNLIMITED CONSTRUCTRS	R&R SHOWER	8,650.00	101 4622682	8,650.00
7421874	08017	BURKE, WILLIAMS & SORENSEN LLP	PRFSSNL SVCS THRU 06/30/21	870.00	101 4100303	870.00
7421875	D0629	CA ASSOC OF CODE ENF OFFICERS	KC-CCEO APPLICATION FEE	200.00	101 4245200	200.00
7421876	09640	CANNON CORPORATION	CDP 18-05-PERMIT PLAN CHECKING	151.81	101 4761308	151.81
			CDP 18-05-PERMIT PLAN CHECKING	1,250.55	101 4761308	1,250.55
			CDP 18-05-PERMIT PLAN CHECKING	37.50	101 4761308	37.50
			CDP 18-05-PERMIT PLAN CHECKING	300.00	101 2185918	300.00
			CDP 18-05-PERMIT PLAN CHECKING	350.00	101 2185917	350.00
			CDP 18-05-PERMIT PLAN CHECKING	100.00	101 2185919	100.00
			CDP 18-05-PERMIT PLAN CHECKING	681.45	101 4761308	681.45
			CDP 18-05-PERMIT PLAN CHECKING	672.50	101 2185914	672.50
			CDP 18-05-PERMIT PLAN CHECKING	1,439.90	101 4761308	1,439.90
			CDP 18-05-PERMIT PLAN CHECKING	2,603.57	101 4761308	2,603.57
			CDP 18-05-PERMIT PLAN CHECKING	438.90	101 4761308	438.90
			CDP 18-05-PERMIT PLAN CHECKING	350.00	101 4761308	350.00
			CDP 18-05-PERMIT PLAN CHECKING	3,110.66	101 4761308	3,110.66
			CDP 18-05-PERMIT PLAN CHECKING	525.00	101 4761308	525.00
			CDP 18-05-PERMIT PLAN CHECKING	656.25	101 4761308	656.25
			CDP 18-05-PERMIT PLAN CHECKING	10,788.05	101 4761308	10,788.05
			CDP 18-05-PERMIT PLAN CHECKING	182.00	101 4761308	182.00
			CDP 18-05-PERMIT PLAN CHECKING	78.40	101 4761308	78.40
				<u>23,716.54</u>		<u>23,716.54</u>
7421877	06020	CANON FINANCIAL SERVICES, INC	MONTHLY COPIER CHARGES	6,629.03	101 4410254	6,629.03
			MONTHLY COPIER CHARGES	6,917.85	101 4410254	569.08
					101 4410254	<u>6,348.77</u>
				<u>13,546.88</u>		<u>13,546.88</u>
7421878	L1886	CASTRO, GILBERT D	LCE NEM PAYOUT	23.97	490 4250658	23.97

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7421879	L2124	CASTRO, HUGO	LCE NEM PAYOUT	103.69	490 4250658	103.69
7421880	3563	CEDAR STREET THEATRE	PRCDS-ALL TOGETHER NOW FNDRSR	2,545.57	101 2107000 101 3405105 101 3405127 101 3405302 101 3405303	5,635.00 (78.00) (2,274.00) (186.33) (551.10)
				<u>2,545.57</u>		<u>2,545.57</u>
7421881	L2125	CHASE, JACKIE	LCE NEM PAYOUT	4.03	490 4250658	4.03
7421882	03475	CLARK AND HOWARD	TOW-CAT EXCAVATOR	250.00	484 4752405	250.00
7421883	C2185	CLARK PEST CONTROL	CMTY CTR-COVID19-CLEAN/DSNFCT CH-ESSENTIAL CLEANING-COVID-19 CMTY CTR-COVID19-CLEAN/DSNFCT CMTY CTR-COVID19-CLEAN/DSNFCT	400.00 880.00 400.00 400.00	101 4431301 101 4431301 101 4431301 101 4431301	400.00 880.00 400.00 400.00
				<u>2,080.00</u>		<u>2,080.00</u>
7421884	L2126	CLIFFORD, STEVEN G	LCE NEM PAYOUT	545.38	490 4250658	545.38
7421885	05830	CONVERSE CONSULTANTS	CP21012-AVE J INTERCHANGE IMPR	5,302.50	210 15BR007924	5,302.50
7421886	10341	CORUCE VINEYARDS AND WINERY	FOD-BEVERAGES	943.30	101 4649563	943.30
7421887	07545	COSTAR REALTY INFORMATION INC	11/21-PROFESSIONAL SERVICES	1,196.45	101 4790301	1,196.45
7421888	L2127	DEGENER, DAISY	LCE NEM PAYOUT	30.46	490 4250658	30.46
7421889	00432	DEPT OF JUSTICE	10/21-FINGERPRINT APPS	2,575.00	101 4220301	2,575.00
7421890	A0925	DESERT HAVEN ENTERPRISES	LUC-COVID 19 CLEAN+DISINFECT	1,101.10	101 4431301	1,101.10
7421891	00414	DESERT LOCK COMPANY	JRP-VANDALISM-LOCK REPAIR MP-VANDALISM-LOCK REPAIR CH-PM LOCK CYLINDERS(18)	346.14 89.29 148.84	101 4630460 101 4630460 101 4633403	346.14 89.29 148.84
				<u>584.27</u>		<u>584.27</u>
7421892	09191	DESIGNERS TOUCH LANDSCAPE INC	AHP-TREE DAMAGE REPAIR	725.00	101 4630460	725.00
7421893	L2128	EARNEST JR, CAIN	LCE NEM PAYOUT	0.91	490 4250658	0.91
7421894	L2129	EDWARDS, FORREST	LCE NEM PAYOUT	2.29	490 4250658	2.29
7421895	06857	ENTERTAINMENTMAX, INC	BOOKING AGNT COMM-FEMMES ROCK BOOKING AGNT COMM-ZEPPELIN USA	1,300.00 1,310.00	101 4650301 101 4650301	1,300.00 1,310.00
				<u>2,610.00</u>		<u>2,610.00</u>
7421896	D2427	ENVIRONMENTAL SOUND SOLUTIONS	10/21-MUSIC SERVICE	65.00	101 4633301	65.00
7421897	L2130	FAGAN, BETTY	LCE NEM PAYOUT	249.06	490 4250658	249.06

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7421898	D3240	FASTENAL COMPANY	PARCS-PARKS & FACILITIES	4,698.06	101 4632406	1,286.07
					101 4633403	313.09
					101 4634404	822.10
					101 4634406	1,073.09
					101 4635406	1,140.91
					482 4636404	62.80
			PARCS-COVID-19 SUPPLIES	1,169.73	101 4431406	1,169.73
			LMS-ADA DRINKING FOUNTAINS(4)	5,292.00	101 4431295	5,292.00
			COVID-19 SUPPLIES-EMERG MGMT	1,830.98	101 4431295	1,830.98
				<u>12,990.77</u>		<u>12,990.77</u>
7421899	L2131	FAVORS, ASHLEIGH B	LCE NEM PAYOUT	79.10	490 4250658	79.10
7421900	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	166.13	101 4650212	166.13
7421901	L2132	FERGUSON, KAREN	LCE NEM PAYOUT	138.71	490 4250658	138.71
7421902	10722	FISCHER, SOPHIA	EDITING-OUTLOOK WINTER 2022	220.00	101 4205301	220.00
7421903	L1387	FISHER, LISA	LCE NEM PAYOUT	268.66	490 4250658	268.66
7421904	07807	FLORES, ULISES	LCE-NEM PAYOUT	273.25	101 2140000	273.25
7421905	L2133	FORERO, LINA M	LCE NEM PAYOUT	289.09	490 4250658	289.09
7421906	07369	FRONTIER COMMUNICATIONS CORP	10/25-11/24/21 TELEPHONE SVC	976.31	101 4633651	976.31
7421907	L2134	GALVEZ, JOSE	LCE NEM PAYOUT	51.04	490 4250658	51.04
7421908	10100	GARCIA, DANIEL	IMPACT '21(MAR-AUG) 78.25 HRS	782.50	109 4100355	782.50
7421909	08308	GET HOOKED CRANE SERVICE INC	OMP-INSTALL LIGHT POLE-WND DMG	350.25	101 4634402	350.25
7421910	L1914	GLANCY, LAWRENCE	LCE NEM PAYOUT	250.80	490 4250658	250.80
7421911	L2135	GONZALEZ, PAOLA	LCE NEM PAYOUT	25.90	490 4250658	25.90
7421912	L2136	GRUEL, KC	LCE NEM PAYOUT	24.97	490 4250658	24.97
7421913	D2752	GUIJARRO, ALEX	LCE NEM PAYOUT	15.15	490 4250658	15.15
7421914	L2137	GUTTORMSON, BETTY	LCE NEM PAYOUT	147.27	490 4250658	147.27
7421915	03631	HARRIS & ASSOCIATES, INC.	AD ANNEX SVCS 10/03-10/30/2021	7,114.73	480 4700301	1,778.68
					482 4700301	1,778.69
					483 4700301	1,778.68
					484 4700301	1,778.68
				<u>7,114.73</u>		<u>7,114.73</u>
7421916	L0631	HASAN, ZUHAIR	LCE NEM PAYOUT	79.83	490 4250658	79.83

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7421917	09095	HDL COREN & CONE	07/21-09/21-PROPERTY TAX SVCS 10/21-12/21-PROPERTY TAX SVCS	5,562.50 5,562.50 <u>11,125.00</u>	101 4432301 101 4432301	5,562.50 5,562.50 <u>11,125.00</u>
7421918	10745	HENISEY ELECTRIC	EQUIP RENTAL-GENERATOR/XOVER EQUIP RENTAL/GENERATOR, XOVER	1,434.00 928.00 <u>2,362.00</u>	101 4649574 101 4649225	1,434.00 928.00 <u>2,362.00</u>
7421919	819	HERC RENTALS INC	LMS-BOOM LIFT RNTL-11/3-11/4 LMS-SPIDER BOX CABLE-11/4-11/8	539.84 314.37 <u>854.21</u>	101 4649563 101 4649563	539.84 314.37 <u>854.21</u>
7421920	00828	HINDERLITER DE LLAMAS & ASSOC	1ST QTR 2021-SALES TAX SVCS	7,091.62	101 4432301	7,091.62
7421921	L2138	HINTZ, MARYJANE	LCE NEM PAYOUT	102.47	490 4250658	102.47
7421922	D4004	J P POOLS	JRP-WEBBER POOL MAINT PBP-EASTSIDE POOL MAINT	1,000.00 1,350.00 <u>2,350.00</u>	101 4631301 101 4631301	1,000.00 1,350.00 <u>2,350.00</u>
7421923	L2139	JONES, TRISSTIN M	LCE NEM PAYOUT	76.34	490 4250658	76.34
7421924	L1665	KB HOME GREATER LOS ANGELES	LCE NEM PAYOUT	7.68	490 4250658	7.68
7421925	D1903	KERN MACHINERY INC-LANCASTER	LMS-NEW BLOWER	661.46	101 4632230	661.46
7421926	L1457	KOLDING, BYRON	LCE NEM PAYOUT	86.84	490 4250658	86.84
7421927	L2140	KOONTZ, LANA M	LCE NEM PAYOUT	103.70	490 4250658	103.70
7421928	L0247	KRUMREI, JENNIFER	LCE NEM PAYOUT	135.82	490 4250658	135.82
7421929	1241	L A CO TAX COLLECTOR	MOAH-3134009031 21/22 PRP TAX 1ST & 2ND INSTALLMENTS	10,577.21	101 4653416	10,577.21
7421930	1203	LANCASTER PLUMBING SUPPLY	WCP-IRRIGATION SUPPLIES	31.20	101 4631404	31.20
7421931	10162	LANDSCAPE CONNECTION GROUP	HP-RPR DRAINAGE AT DRNKG FTN RPR GATE @ 45453 W AVE H9	4,978.00 1,950.00 <u>6,928.00</u>	101 4630404 482 4636462	4,978.00 1,950.00 <u>6,928.00</u>
7421932	10609	LDM ASSOCIATES INC	10/21-CDBG ADMINISTRATION	6,224.25	361 4342301	6,224.25
7421933	05096	LE MEUR ENCLOSURES	BACKFLOW PREVENTER ENCLRS(3)	2,313.81 <u>2,313.81</u>	482 4636404 482 4636404	100.29 <u>2,213.52</u> 2,313.81
7421934	L2141	LEANO, RICARDO	LCE NEM PAYOUT	682.26	490 4250658	682.26
7421935	L2142	LINK, DIANE F	LCE NEM PAYOUT	29.37	490 4250658	29.37
7421936	07725	LOCAL CRAFT BEER LLC	FOD-BEVERAGES	1,344.50	101 4649563	1,344.50

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7421937	L2143	LOPEZ, BESSY	LCE NEM PAYOUT	152.13	490 4250658	152.13
7421938	L2144	LUSTER, DIANA	LCE NEM PAYOUT	23.54	490 4250658	23.54
7421939	L1954	MACLAUGHLIN, VICTOR	LCE NEM PAYOUT	218.18	490 4250658	218.18
7421940	L1662	MAGDALENO, ALEJANDRA	LCE NEM PAYOUT	3.72	490 4250658	3.72
7421941	L2145	MALLANE, MICHAEL	LCE NEM PAYOUT	27.49	490 4250658	27.49
7421942	L2146	MASSMAN, JASON C	LCE NEM PAYOUT	124.33	490 4250658	124.33
7421943	L1156	MENDEZ, RENE	LCE NEM PAYOUT	179.47	490 4250658	179.47
7421944	D3578	MINUTEMAN PRESS	FOD-VIP & STAFF/VLNTR SHIRTS	9,871.60	101 4649563	9,871.60
			FOD-DESIGN PKG	590.00	101 4649563	590.00
			LCE-CALPINE PUSH NOTICES(234)	262.25	490 4250213	262.25
			LCE-CALPINE PUSH NOTICES(290)	270.28	490 4250213	270.28
				<u>10,994.13</u>		<u>10,994.13</u>
7421945	10732	MONIZ, JILL	HK ZAMANI ESSAY	1,000.00	101 4653251	1,000.00
7421946	L0321	MORENO, ROSALINDA	LCE NEM PAYOUT	10.47	490 4250658	10.47
7421947	D2634	O'REAR, JEFFREY R	11/21-PRODUCTION SERVICES	400.00	101 4649225	400.00
7421948	08645	OLD STUMP BREWERY	FOD-BEVERAGES	395.00	101 4649563	395.00
7421949	10820	OLMEDO, DANIELA	IMPACT '21(MAR-AUG) 134.75 HRS	1,347.50	109 4100355	1,347.50
7421950	L2147	OSUNA, JESSICA	LCE NEM PAYOUT	96.34	490 4250658	96.34
7421951	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 24/2021	765.53	101 2170200	765.53
7421952	05741	P P G ARCHITECTURAL FINISHES	EDP-VANDALISM-PAINT SUPPLIES	123.89	101 4630460	123.89
			PAINT SUPPLIES	30.79	203 4752502	30.79
			PAINT SUPPLIES	99.25	203 4752502	99.25
			PAINT SUPPLIES	35.39	203 4752502	35.39
				<u>289.32</u>		<u>289.32</u>
7421953	08930	PAVEMENT ENGINEERING INC	CDP 20-02 08/01-09/30/21	5,945.00	701 15SW018924	5,945.00
7421954	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	500.00	101 4820301	500.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	1,968.00	101 4820301	1,968.00
				<u>2,468.00</u>		<u>2,468.00</u>
7421955	09496	PAY PLUS SOLUTIONS	11/21-CALPERS MONTHLY CHARGES	327.00	101 4220301	327.00
7421956	L1183	PEREZ, MARIANA	LCE NEM PAYOUT	63.97	490 4250658	63.97
7421957	L2148	PETERSEN, SANDRA L	LCE NEM PAYOUT	39.36	490 4250658	39.36

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7421958	L1190	PINA, MAGNUM	LCE NEM PAYOUT	230.54	490 4250658	230.54
7421959	08967	PIONEER ATHLETICS	FOD-TURF PAINT-GREEN	557.31	101 4649563	557.31
7421960	07866	PRATT, ROBERT L	LCE NEM PAYOUT	104.01	490 4250658	104.01
7421961	06160	PRIME TIME PARTY RENTALS	FOD-TENTS/TBLS/CHAIRS	3,052.00	101 4649563	3,052.00
7421962	C5395	PRO ACTIVE WORK HEALTH SERVICES	DL-INITIAL EVAL-EXPANDED-8/31	108.67	101 4220301	108.67
7421963	05884	PSOMAS	RFQ694-18, CAT 4	6,895.00	101 2185918	6,895.00
7421964	02257	QUALITY SURVEYING, INC	CP21010-2021 FALL PAVEMENT MGM	8,400.00	701 12ST045924	8,400.00
7421965	L2149	RAMSAY, STACEY	LCE NEM PAYOUT	145.77	490 4250658	145.77
7421966	L2150	RECINOS, EDISON	LCE NEM PAYOUT	97.04	490 4250658	97.04
7421967	10819	RELIABLE ROOFING	REFUND-PMT#20-05804	59.80	101 3201103	(73.00)
					101 3201103	(33.20)
					101 3201103	166.00
				59.80		59.80
7421968	05412	RETAIL MARKETING SVCS, INC	09/21-SHOPPING CART RETRIEVAL	235.00	203 4752402	235.00
			10/21-SHOPPING CART RETRIEVAL	160.00	203 4752402	160.00
				395.00		395.00
7421969	05643	REVENUE COST SPECIALISTS, LLC	COST ALLOCATION PLAN UPDATE	2,000.00	101 4410301	2,000.00
7421970	L1546	REYNOLDS, BRIAN	LCE NEM PAYOUT	132.09	490 4250658	132.09
7421971	L2151	RIVERS JR, ERNEST	LCE NEM PAYOUT	16.40	490 4250658	16.40
7421972	10793	RIZO, MELANY	IMPACT '21(MAR-AUG) 182.50 HRS	1,825.00	109 4100355	1,825.00
7421973	L0687	ROACH, RACHEL	LCE NEM PAYOUT	104.48	490 4250658	104.48
7421974	L2152	ROBERTSON, WESTON	LCE NEM PAYOUT	75.31	490 4250658	75.31
7421975	L2153	RODRIGUEZ, ANDREA	LCE NEM PAYOUT	1.71	490 4250658	1.71
7421976	L2154	RODRIGUEZ, ANDREA	LCE NEM PAYOUT	16.40	490 4250658	16.40
7421977	L1833	ROJO, ANALYDIA	LCE NEM PAYOUT	49.93	490 4250658	49.93
7421978	L2155	ROUGH, BRANDON M	LCE NEM PAYOUT	65.94	490 4250658	65.94
7421979	10821	RUIZ, DIANA NICOLE	IMPACT '21(MAR-AUG) 118.75 HRS	1,187.50	109 4100355	1,187.50
7421980	L1990	RUNSVOLD, RON	LCE NEM PAYOUT	37.15	490 4250658	37.15

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7421981	L2156	RUSSELL, LINDA	LCE NEM PAYOUT	82.36	490 4250658	82.36
7421982	L2157	RUTLEDGE, SEAN	LCE NEM PAYOUT	37.34	490 4250658	37.34
7421983	D3947	S G A CLEANING SERVICES	SKT-VANDALISM-GRAFFITI REMOVAL	485.00	101 4630460	485.00
			PBP-VANDALISM-GRAFFITI REMOVAL	535.00	101 4630460	535.00
			JRP-VANDALISM-DRNKG FTN RPR	625.00	101 4630460	625.00
			JRP-VANDALISM-DOOR REPAIRS	460.00	101 4630460	460.00
			JRP-VANDALISM-POOL MATERIAL	460.00	101 4630460	460.00
			JRP-VANDALISM-POOL RM RPRS	985.00	101 4630460	985.00
			MP-VANDALISM-RESTROOM RPRS	580.00	101 4630460	580.00
			MP-VANDALISM-RESTROOM REPAIRS	435.00	101 4630460	435.00
			SKT-VANDALISM-GRAFFITI REMOVAL	485.00	101 4630460	485.00
			JRP-VANDALISM-PLAYGROUND FENCE	595.00	101 4630460	595.00
			LMS-VANDALISM REPAIR	775.00	101 4630460	775.00
			SKT-VANDALISM-RESTROOM REPAIR	728.00	101 4630460	728.00
			ESP-HEATER REPAIRS	475.00	101 4631402	475.00
			ESP-FAUCETS	1,530.00	101 4631403	1,530.00
			JRP-UNANTCPTD-TREE DMG/FNC RPR	785.00	101 4630460	785.00
			AHP-UNANTCPTD-TREE IRRIG RPR	485.00	101 4630460	485.00
			OMP-VANDALISM-REMOVE GRAFFITI	475.00	101 4630460	475.00
			EDP-VANDALISM-GRAFFITI REMOVAL	675.00	101 4630460	675.00
			WCP-VANDALISM-GRAFFITI REMOVAL	650.00	101 4630460	650.00
			LMS-FIELD BANNERS SET UP	975.00	101 4649563	975.00
			CH-COUNCIL CHAMBERS ARM RESTS	875.00	101 4633403	875.00
			MNTC YD-SANITIZE/DISINFECT	985.00	101 4431301	985.00
			LMS-FIELD BANNERS REMOVAL	485.00	101 4649563	485.00
				<u>15,543.00</u>		<u>15,543.00</u>
7421984	L1222	SANCHEZ, FLORES LETTIE	LCE NEM PAYOUT	12.70	490 4250658	12.70
7421985	06180	SANTA CLARITA ELEVATORS	MOAH-ELEVATOR REPAIRS	442.50	101 4653402	442.50
7421986	L2158	SEAVER, DELORA	LCE NEM PAYOUT	34.05	490 4250658	34.05
7421987	10744	SECURITY DETECTION	RNTL-WLKTHRU METAL DETECTOR	1,350.00	101 4649563	1,350.00
7421988	06174	SHAWNS PAINTING	LMS-REPAINT GREEN PLYWD SRFCS	3,200.00	101 4632402	3,200.00
			LMS-BANNER/SIGN RMVL-SURFACES	400.00	101 4632404	400.00
				<u>3,600.00</u>		<u>3,600.00</u>
7421989	05934	SHI INTERNATIONAL CORP	HARD DRIVE UPGRADES	7,745.02	112 4315302	7,745.02
			MACBOOK	1,281.89	112 4315302	4.00
					112 4315302	1,277.89
			SANDISK PRO G-DRIVE	2,096.96	101 4207296	2,096.96
				<u>11,123.87</u>		<u>11,123.87</u>
7421990	01816	SMITH PIPE & SUPPLY INC	LMS-IRRIGATION GLUE & FLAGS	166.41	101 4632404	166.41
			STP-IRRIGATION SUPPLIES	404.11	101 4631404	404.11
			MP-IRRIGATION SUPPLIES	41.82	101 4631404	41.82
			MP-IRRIGATION SUPPLIES	331.58	101 4631404	331.58

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			OMP-GLUE & PRIMER-MAINLINE RPR	266.44	101 4634404	266.44
			MP-IRRIGATION SUPPLIES	863.41	101 4631404	863.41
			LMS-FERTILIZER FOR FIELD	568.07	101 4632404	568.07
			OMP-BALL VALVE FOR IRRIGATION	55.38	101 4634404	55.38
			AHP-IRRIGATION SUPPLIES	118.46	101 4631404	118.46
			WCP-LDSC FABRIC	873.18	101 4631404	873.18
			MP-3" VALVES(2)	498.44	101 4631404	498.44
				<u>4,187.30</u>		<u>4,187.30</u>
7421991	L2159	SMITH, SARAH	LCE NEM PAYOUT	409.47	490 4250658	409.47
7421992	09163	SOCAL OFFICE TECHNOLOGIES	EQUIPMENT MOVE FOR RENO	300.00	101 4410254	300.00
			09/27-10/26/21-EQUIPMENT	402.42	101 4410254	402.42
			10/27-11/26/21-EQUIPMENT	402.42	101 4410254	402.42
				<u>1,104.84</u>		<u>1,104.84</u>
7421993	L2160	SOSA, NATALIE M	LCE NEM PAYOUT	101.58	490 4250658	101.58
7421994	L1242	SOTO, IAN	LCE NEM PAYOUT	128.45	490 4250658	128.45
7421995	10562	SPORTS FACILITIES GROUP INC	DATATRONICS 18" LED DIGIT(10)	4,195.00	101 4641251	4,195.00
7421996	L1243	STALLER, CATHERINE L	LCE NEM PAYOUT	39.00	490 4250658	39.00
7421997	09769	STEPHEN HEMMERT WINES	FOD-BEVERAGES	1,093.02	101 4649563	1,093.02
7421998	08725	STREAMLINE INTEGRATION	WIRELESS RECEIVER & TRANSMITTR	4,439.77	101 4646251	4,439.77
7421999	05703	SUPERIOR ALARM SYSTEMS	11/21-MONTHLY ALARM MONITORING	45.00	101 4633301	45.00
7422000	C2554	SUPERIOR COURT OF CA-CO OF L A	10/21-ALLCTN OF PRKG PENALTIES	20,428.70	101 3310200	826.20
					101 3310200	1,926.00
					101 3310200	1,926.00
					101 3310200	1,926.00
					101 3310200	2,568.00
					101 3310200	3,552.50
					101 3310200	3,852.00
					101 3310200	3,852.00
				<u>20,428.70</u>		<u>20,428.70</u>
7422001	04985	SYBERTECH WASTE REDUCTION LTD	NSC-VANDALISM	2,214.66	101 4630460	2,214.66
7422002	A1393	TEAMSTERS LOCAL 911	11/21 UNION DUES	3,352.50	101 2157000	3,352.50
7422003	09316	TEKWERKS INTERNET	CH-11/21-INTERNET/FIBER	1,471.50	112 4315651	1,471.50
7422004	09665	TERRACARE ASSOCIATES, LLC	MARRIOTT HOTEL LANDSCAPE PRJCT	5,475.00	203 4636264	5,475.00
7422005	04399	THE HOME DEPOT CREDIT SERVICES	MATERIALS-WALL @ AVE I & 27TH	443.39	480 4755208	443.39
7422006	09197	THIEF & BARREL	FOD-BEVERAGES	1,739.07	101 4649563	1,739.07

City of Lancaster Check Register



From Check No.: 7421438 - To Check No.: 7422038

From Check Date: 10/24/21 - To Check Date: 11/27/21

Printed: 11/30/2021 10:09

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7422007	C5522	THOMSON REUTERS-WEST PMT CENT	10/21-INFORMATION CHARGES 10/21-INFORMATION CHARGES	446.94 1,012.00 <u>1,458.94</u>	101 4820301 101 4245301	446.94 1,012.00 <u>1,458.94</u>
7422008	04239	TIM WELLS MOBILE TIRE SERVICE	TIRE PATCH	20.00	101 4633402	20.00
7422009	C2555	TIME WARNER CABLE	11/21-INTERNET SVC	204.21	112 4315651	204.21
7422010	2003	TIP TOP ARBORISTS, INC	10/21-TREE TRIM/REMOVAL 10/21-TREE TRIM/REMOVAL/PLANT	2,265.00 9,340.00 <u>11,605.00</u>	203 4636267 101 4631267	2,265.00 9,340.00 <u>11,605.00</u>
7422011	L2161	TOMES, KELSEY	LCE NEM PAYOUT	5.63	490 4250658	5.63
7422012	10823	TRADEMARK BREWING	FOD-BEVERAGES	446.00	101 4649563	446.00
7422013	08319	TRIPEPI SMITH & ASSOCIATES INC	06/21-SEE AND BE SEEN CAMPAIGN 10/21-SEE AND BE SEEN CAMPAIGN	1,406.17 160.00 <u>1,566.17</u>	349 4785301 101 4771301	1,406.17 160.00 <u>1,566.17</u>
7422014	L1605	TROTH, BETTY	LCE NEM PAYOUT	350.38	490 4250658	350.38
7422015	A7515	U S BANK	09/21-ADMIN FEE	250.00	101 3501110	250.00
7422016	08783	UNIFIRST CORPORATION	UNIFORM CLEANING	134.61	480 4755209	134.61
7422017	L0991	VERDUZCO, MIGUEL	LCE NEM PAYOUT	59.38	490 4250658	59.38
7422018	06695	VIM & VIGOR	PHOTOGRAPHY-SLOVE-BRCK BY BRCK	500.00	101 4653251	500.00
7422019	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX COLD MIX COLD MIX COLD MIX	148.11 95.16 149.82 128.47 <u>521.56</u>	203 4752410 203 4752410 203 4752410 203 4752410	148.11 95.16 149.82 128.47 <u>521.56</u>
7422020	L2162	WATSON, EARLENE	LCE NEM PAYOUT	30.70	490 4250658	30.70
7422021	31026	WAXIE SANITARY SUPPLY	OMP-JANITORIAL SUPPLIES SLOAN ESD 321 GREEN CERTIFIED	1,725.74 748.91 <u>2,474.65</u>	101 4634406 101 4633406	1,725.74 748.91 <u>2,474.65</u>
7422022	10249	WE THE CREATIVE	OUTLOOK MAG-WINTER 2022	5,565.00	101 4205301	5,565.00
7422023	L0914	WHITE, LAURIE S	LCE NEM PAYOUT	200.83	490 4250658	200.83
7422024	L2163	WHITNEY, SHAWN	LCE NEM PAYOUT	111.65	490 4250658	111.65
7422025	L0915	WIENKE, LAURIE	LCE NEM PAYOUT	92.73	490 4250658	92.73
7422026	D0298	WILLDAN FINANCIAL SERVICES	NOTICE PREP/DISSEMINATION REV BONDS-SOLAR-2012A	250.00	486 4250301	250.00

City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7422027	L2164	WILLIAMS, STACEY	LCE NEM PAYOUT	9.32	490 4250658	9.32
7422028	L2165	WORTHINGTON, KATHLEEN	LCE NEM PAYOUT	44.84	490 4250658	44.84
7422029	09201	XEROX FINANCIAL SERVICES LLC	07/27-08/26/21 LEASE PAYMENT 08/27-09/26/21 LEASE PAYMENT 09/27-10/26/21 LEASE PAYMENT	770.85 770.85 770.85	101 4410254 101 4410254 101 4410254	770.85 770.85 770.85
				<u>2,312.55</u>		<u>2,312.55</u>
7422030	07358	YELLOW BRICK ROAD ENTERTAINMNT	GBOR-ZEPPELIN USA-11/12/2021	1,559.57	101 4650318	1,559.57
7422031	A7061	C A RASMUSSEN, INC	CP21012-AVE J INTERCHANGE	160,216.74	150 2100003 210 15BR007924 210 15BR007924	(8,432.46) 8,432.46 160,216.74
				<u>160,216.74</u>		<u>160,216.74</u>
7422032	A7061	C A RASMUSSEN, INC	CP21007-2020 FALL PVMNT MGMT	2,842,877.95	150 2100003 701 12ST043924 701 12ST043924	(149,625.15) 149,625.15 2,842,877.95
				<u>2,842,877.95</u>		<u>2,842,877.95</u>
7422033	06225	CPACINC.COM	BARRACUDA FIREWALL FY21/22	52,912.00	112 4315302	52,912.00
7422034	08245	GOLDEN STATE LABOR COMPLIANCE	CP21003-2020 SUMMER PMP CP21012-SR-138 (SR-14) AVE J CP21018-TRAFFIC CALMING CP21007-2020 FALL PMP CP21022-2021 THERMOPLASTIC STR CP19002-10TH ST W & AVE J IMPR FB 729-20 CH RENO & MODERNIZTN CP21008-REBID 2021 NBRHD IMPRV CP21009-2021 SUMMER PVMT MGMT CP21011-SR138 (SR14) AVE K INT CP21010-2021 FALL PMP	2,778.00 2,779.00 1,577.50 20,539.05 712.51 3,922.50 14,661.34 11,636.47 6,923.94 3,795.37 10,576.62	701 12ST042924 210 15BR007924 232 15TC003924 701 12ST043924 210 15ST080924 203 12ST039924 701 11BS019924 701 15ST079924 701 12ST046924 210 15BR004924 701 12ST045924	2,778.00 2,779.00 1,577.50 20,539.05 712.51 3,922.50 14,661.34 11,636.47 6,923.94 3,795.37 10,576.62
				<u>79,902.30</u>		<u>79,902.30</u>
7422035	10555	HR&A ADVISORS, INC	PUBLIC BANK STUDY	62,450.00	101 4100301	62,450.00
7422036	A8656	KIMLEY-HORN & ASSOCIATES INC	AVE K INTERCHANGE AVENUE K INTERCHANGE AVE M INTERCHANGE AVE M INTERCHANGE AVENUE J INTERCHANGE AVENUE J INTERCHANGE PED GAP-CLOSURES	8,373.50 20,232.50 2,175.00 2,210.00 139,964.18 34,918.78 6,554.38	210 15BR004924 210 15BR004924 210 15BR004924 210 15BR005924 210 15BR007924 210 15BR007924 203 15SW016924 206 15SW016924 211 15SW016924 232 15SW016924	3,825.00 4,548.50 5,190.00 15,042.50 2,175.00 2,210.00 18,060.20 121,903.98 34,918.78 150.00 2,655.00 3,589.38 160.00

City of Lancaster Check Register



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From Check Date: 10/24/21 - To Check Date: 11/27/21

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			CP20006-LANCASTER HEALTH DIST	147,281.93	203 15ST058924	16,465.90
					209 15ST058924	77,573.91
					321 15ST058924	53,242.12
				<u>361,710.27</u>		<u>361,710.27</u>
7422037	10595	LOS ANGELES ENGINEERING	CP19002-10TH W / AVE J IMPR	475,032.71	150 2100003	(20,089.16)
					150 2100003	(2,680.43)
					150 2100003	(2,232.13)
					203 12ST039924	2,232.13
					203 12ST039924	42,410.45
					208 12ST039924	2,680.43
					208 12ST039924	50,928.22
					399 12ST039924	20,089.16
					399 12ST039924	381,694.04
				<u>475,032.71</u>		<u>475,032.71</u>
7422038	10219	REDMAN CONSULTING	PROF SVCS-SAFE RTS TO SCHOOL	5,670.00	101 4783301	5,670.00
			PROF SVCS-SAFE RTS TO SCHOOL	21,512.50	101 4783301	21,512.50
			PROF SVCS-SAFE RTS TO SCHOOL	25,345.00	101 4783301	25,345.00
				<u>52,527.50</u>		<u>52,527.50</u>

Chk Count 601

Check Report Total 10,715,596.55

City of Lancaster Check Register



From Check No.: 101010952 - To Check No.: 101010968

From Check Date: 10/24/21 - To Check Date: 11/27/21

Printed: 11/30/2021 10:13

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101010952	1973	CA DEPT OF TAX/FEE ADMINISTRTRN	ENERGY SRCHRG TAX FILING-QTR3 ELEC ENRGY ACCT 031-000276	69,855.00	490 2175000	69,855.00
101010953	05987	THE VISITORS BUREAU-LANCASTER	08/21-TBID FEES	82,258.06	101 2501000	82,258.06
101010954	04867	CITY OF LANCASTER-PARKS	PETTY CASH-FIELD OF DRAFTS 11/6/2021	3,000.00	101 1020004	3,000.00
101010955	D2446	THE BLVD ASSOCIATION	REIMB-BLVD AMBASSADOR PGM-2021	100,000.00	101 4790313	100,000.00
101010956	04867	CITY OF LANCASTER-PARKS	PETTY CASH-FIELD OF DRAFTS TIX	3,050.00	101 1020004 101 1020004 101 1020004	250.00 800.00 2,000.00
				3,050.00		3,050.00
101010957	A7515	U S BANK	DEBT SVC DUE 11/01/21	650,415.49	486 4200981 486 4200982	630,000.00 20,415.49
				650,415.49		650,415.49
101010958	09509	ADP, LLC	ADP FEES-BAR-CODE TIME CLOCKS	7,175.92	101 4220301	7,175.92
101010959	09509	ADP, LLC	ADP FEES-PE 10/31/21 ADP FEES-PE 09/25/21	39.52 680.29	101 4220301 101 4220301	39.52 680.29
				719.81		719.81
101010960	09509	ADP, LLC	ADP FEES-PE 09/30/21 ADP FEES-PE 09/30/21 ADP FEES-PE 10/11/21	10.00 697.32 4,742.39	101 4220301 101 4220301 101 4220301	10.00 697.32 4,742.39
				5,449.71		5,449.71
101010961	04867	CITY OF LANCASTER-PARKS	PETTY CASH-FIELD OF DRAFTS	3,000.00	101 1020004 101 1020004 101 1020004	1,000.00 1,000.00 1,000.00
				3,000.00		3,000.00
101010962	09509	ADP, LLC	ADP FEES-BAR-CODE TIME CLOCKS	6,966.32	101 4220301	6,966.32
101010963	A7515	U S BANK	DEBT SVC DUE 11/15/21 FARB '19	973,983.10	210 4999701 211 4999701 701 3990210 701 3990211 701 4430978	389,593.24 584,389.86 (389,593.24) (584,389.86) 973,983.10
				973,983.10		973,983.10
101010964	04867	CITY OF LANCASTER-PARKS	PETTY CASH-FOD-PRETZEL NECKLAC	1,500.00	101 1020004	1,500.00
101010965	08916	TENASKA POWER SERVICES CO	10/21-LCE CARBON FREE ENERGY	24,846.90	490 4250653	24,846.90
101010966	05987	THE VISITORS BUREAU-LANCASTER	09/21-TBID FEES	61,817.05	101 2501000	61,817.05

City of Lancaster Check Register



From Check No.: 101010952 - To Check No.: 101010968

From Check Date: 10/24/21 - To Check Date: 11/27/21

Printed: 11/30/2021 10:13

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101010967	C9589	U S BANK CORP PAYMENT SYSTEMS	11/10/21-CALCARD STATEMENT	128,107.11	101 2601000	128,107.11
101010968	D2446	THE BLVD ASSOCIATION	DLPBID FEES-08/21	9,785.67	401 2501100	9,785.67
Chk Count	<u>17</u>		Check Report Total	<u>2,131,930.14</u>		

STAFF REPORT
City of Lancaster

CC 4
12/14/21
JC

Date: December 14, 2021
To: Mayor Parris and City Council Members
From: George N. Harris II, Finance Director
Subject: **Monthly Report of Investments – October 2021**

Recommendation:

Accept and approve the October 2021 Monthly Report of Investments as submitted.

Fiscal Impact:

None

Background:

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

Portfolio Recap

Yield:

	<u>October 2021</u>	<u>September 2021</u>
Total Portfolio	0.92%	0.83%
Local Agency Investment Fund	0.20%	0.21%
Total Portfolio Balance:	\$91,411,106	\$102,711,108

The portfolio balance decreased from September to October by \$11,300,002 or 11.0%. Significant revenues for September included \$2,645,803 Sales & Use Tax, \$1,797,202 Measure LC Sales Tax, \$1,295,927 Waste Management Fee and \$330,047 Grant Funds. The largest City expenditures were \$4,874,543 LA County Sheriff for July and August 2021 law enforcement service, \$4,037,656 Capital Projects, \$3,673,905 Payroll & Benefits, \$3,556,638 LCE expenditures and \$1,338,048 Debt Service.

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

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

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

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

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

GH:ma

Attachment:

Monthly Report of Investments

**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
31-Oct-21**

	Interest Rate	Amount	Total
<u>City of Lancaster</u>			
Wells Fargo Bank			\$12,228,195
City of Lancaster Account	0.00%	\$12,228,195	
U S Bank - Safekeeping			\$41,798,345
US Treasury Notes	1.85%	\$15,566,714	
Federal Government Agencies	1.46%	\$11,881,587	
Corporate Securities	2.61%	\$9,558,667	
Municipal/Provincial Bonds	1.09%	\$4,777,997	
Cash & Equivalents	0.00%	\$13,379	
Chase Bank			\$150,965
Certificate of Deposit	0.01%	\$150,965	
Local Agency Investment Fund (L.A.I.F.)	0.20%	\$26,850,664	\$26,850,664
Successor Agency for the Lancaster Redevelopment Agency Local Agency Investment Fund (L.A.I.F.)	0.20%	\$10,382,938	\$10,382,938
Total Pooled Portfolio			<u>\$91,411,106</u>
Weighted Average	0.92%		

	Interest Rate	Amount	Total
River City Bank			\$3,342,616
Lancaster Choice Energy LockBox Account	0.00%	\$2,591,423	
CCEA Operating Account	0.00%	\$751,193	
The Bank of New York Mellon Trust Company, N.A.			\$1,483,822
LRA & LA County Escrow Account - Government Bonds	0.00%	\$1,483,822	
US Bank			\$74,998,136
LRA Combined 2004 Fire Protection Facilities Project Bonds	0.02%	\$827,186	
LRA Combined 2004 Sheriff Facilities Prjct Refunding Bonds	0.02%	\$1,815,321	
LPA Solar Renewable Energy Issue of 2012A	0.02%	\$1,051,402	
SA Combined Project Areas Refunding Bonds 2015A & B	0.02%	\$32	
SA Combined Project Areas Refunding Bonds 2016 A-1 & A-2	0.02%	\$29	
SA Combined Project Areas Refunding Bonds 2016B	0.02%	\$5	
LFA 2016 Assessment Revenue Bonds (Streetlights Acquisition)	0.02%	\$26	
SA 2017 Tax Allocation Revenue Bonds (TARB)	0.02%	\$8	
LFA LRB 2018 Construction and Improvements	0.02%	\$15,393,569	
LFA 2018 Lease Revenue Bonds	0.02%	\$286,691	
LFA LRB 2019 Street Improvements	0.02%	\$55,623,868	
Total Restricted Cash/Investments Held in Trust		<u>\$74,998,136</u>	
Total Restricted Cash/Investments Held in Trust (note 4)			<u>\$79,824,573</u>

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

George N. Harris II
Finance Director

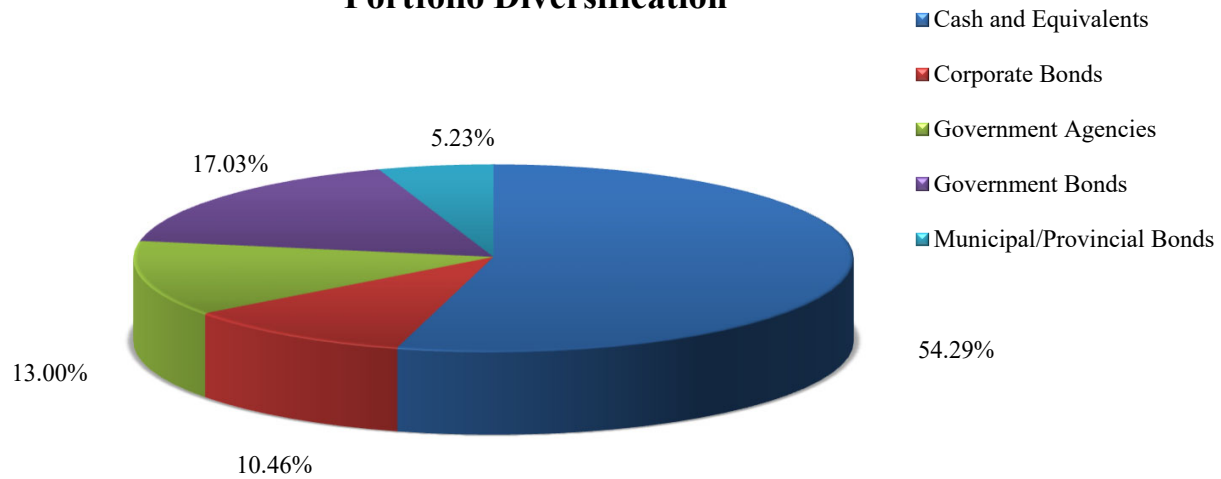
City of Lancaster
Cash Balances by Fund
October 31, 2021

Fund No.	Fund Name	Ending Balance	Fund No.	Fund Name	Ending Balance
101	GENERAL FUND	\$ 38,319,877	323	STATE GRANT - STPL	\$ (1,076,168)
104	CAPITAL REPLACEMENT FUND	\$ 222,873	324	STATE GRANT - OTS	\$ (0)
106	COMMUNITY SERVICES FOUNDATION	\$ 125,189	330	STATE GRANT RECYCLING	\$ 203,489
109	CITY SPECIAL RESERVES FUND	\$ 15,922,907	331	STATE GRANT - OIL RECYCLING	\$ 9,162
111	FLEET INTERNAL SERVICE FUND	\$ (34,608)	349	MISC STATE GRANTS	\$ (1,162,778)
112	IT INTERNAL SERVICE FUND	\$ (425,546)	361	CDBG	\$ (559,865)
113	GEN LIAB INTERNAL SERVICE FUND	\$ 676,482	363	NBRHD STABILIZATION PRGM	\$ 2,635,954
150	CAPITAL PROJECTS FUND - CITY	\$ 1,277,199	364	HPRP-HOMELESS PREV & RAPID REH	\$ -
203	GAS TAX	\$ 439,280	391	LANCASTER HOME PROGRAM	\$ 1,004,238
204	AQMD	\$ (46,572)	399	FEDERAL MISCELLANEOUS GRANTS	\$ (579,571)
205	PROP 1B	\$ 5,759	401	AGENCY FUND	\$ 19,452
206	TDA ARTICLE 8 FUND	\$ (1,458,045)	402	PERFORMING ARTS CENTER	\$ -
207	PROP "A" TRANSIT FUND	\$ 3,426,006	404	GRANTS FUND	\$ -
208	TDA ARTICLE 3 BIKEWAY FUND	\$ (12,600)	408	X-AEROSPACE GRANTS FUND	\$ -
209	PROPOSITION "C" FUND	\$ 6,521,260	456	STILL MEADOW LN SWR ASSMNT DST	\$ 12,527
210	MEASURE R FUND	\$ (51,628)	480	SEWER MAINT FUND	\$ 2,135,698
211	MEASURE M FUND	\$ 2,795,524	482	LANDSCAPE MAINTENANCE DISTRICT	\$ 716,983
212	MEASURE A FUND	\$ (65,937)	483	LIGHTING MAINTENANCE DISTRICT	\$ 1,693,393
213	PARKS DEVELOPMENT FUND	\$ 779,004	484	DRAINAGE MAINTENANCE DISTRICT	\$ 1,297,811
217	SIGNALS - DEVELOPER FEES FUND	\$ 2,449,017	485	RECYCLED WATER FUND	\$ 52,469
220	DRAINAGE - DEVELOPER FEES FUND	\$ 11,006,544	486	LANCASTER POWER AUTHORITY	\$ 3,237,135
224	BIOLOGICAL IMPACT FEE FUND	\$ 740,234	490	LANCASTER CHOICE ENERGY	\$ (2,598,869)
226	USP - OPERATION	\$ 2,569	491	CALIFORNIA CHOICE ENERGY AUTH	\$ 89,751
227	USP - PARKS	\$ 1,886,978	701	LANCASTER FINANCING AUTHORITY	\$ (21,814,832)
228	USP - ADMIN	\$ 56,897	810	ASSESSMENT DISTRICT FUND	\$ 154,596
229	USP - CORP YARD	\$ 183,037	811	AD 93-3	\$ -
230	MARIPOSA LILY FUND	\$ 62,733	812	AD 92-101	\$ 202
232	TRAFFIC IMPACT FEES FUND	\$ 1,441,160	830	CFD 89-1 EASTSIDE WATER FUND	\$ 23,405
233	DEVELOPER IN LIEU	\$ 106,700	831	CFD 90-1 (BELLE TIERRA)	\$ -
248	TRAFFIC SAFETY FUND	\$ 172,704	832	CFD 91-1 (QUARTZ HILL)	\$ 542
251	ENGINEERING FEES	\$ (1,852)	833	CFD 91-2 (LANC BUSINESS PARK)	\$ -
252	PROP 42 CONGESTION MANAGEMENT	\$ 46,543	991	REDEV OBLIGATION RETIREMENT FD	\$ 8,785,609
261	LOS ANGELES COUNTY REIMB	\$ (65,554)	992	DEBT SERVICE - SUCCESSOR AGENCY	\$ 11,308,034
301	LANCASTER HOUSING AUTH. OPS.	\$ 1,862,660	993	DEBT SERVICE - COUNTY	\$ 1,247,563
306	LOW & MOD INCOME HOUSING	\$ 9,983,580	994	DEBT SERVICE - COUNTY	\$ (12,555,597)
321	MTA GRANT - LOCAL	\$ 951,034	996	SCHOOLS SUBORDINATE P/T FUND	\$ 30
				Total Cash Balance	\$ 93,581,768

**City of Lancaster
Recap of Securities Held
October 31, 2021**

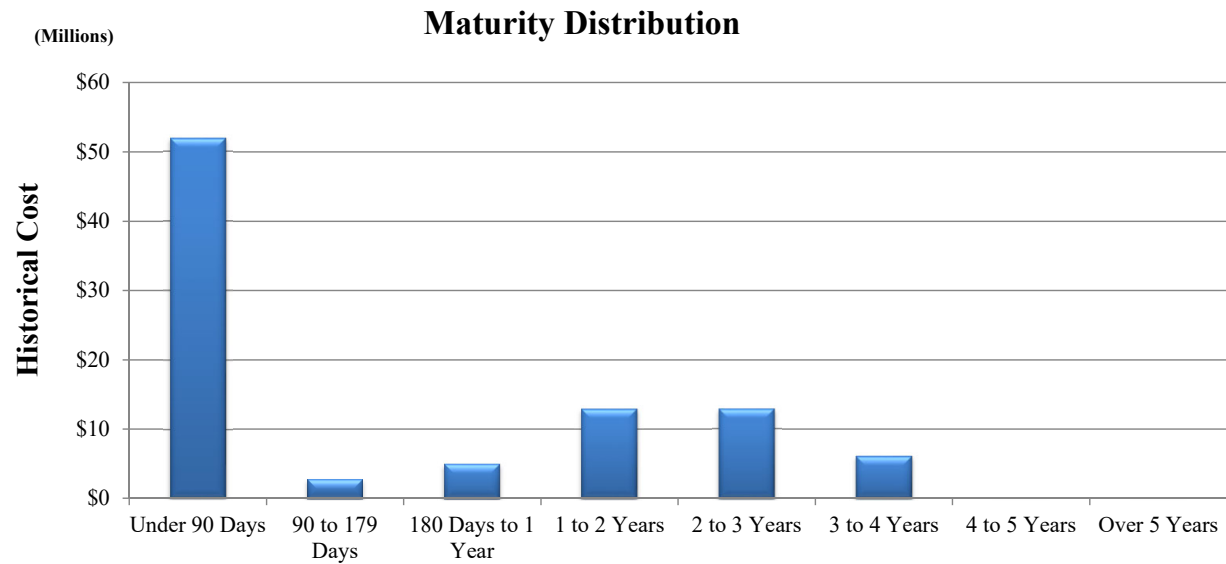
	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average	% Portfolio/ Segment	Weighted Average Market
Cash and Equivalents	\$49,626,141	\$49,626,141	\$49,626,141	\$0	1	54.29%	0.00
Corporate Bonds	\$9,558,667	\$9,418,058	\$9,424,266	\$6,208	653	10.46%	1.68
Government Agencies	\$11,881,587	\$11,753,181	\$11,763,684	\$10,503	850	13.00%	1.97
Government Bonds	\$15,566,714	\$15,477,734	\$15,555,120	\$77,386	479	17.03%	1.29
Municipal/Provincial Bonds	\$4,777,997	\$4,755,874	\$4,753,223	(\$2,651)	704	5.23%	1.91
	\$91,411,106	\$91,030,988	\$91,122,434	\$91,446	650	100.00%	1.64

Portfolio Diversification



City of Lancaster
Maturity Distribution
October 31, 2021

Maturity	Historical Cost	Percent
Under 90 Days	\$51,910,251	56.79%
90 to 179 Days	\$2,736,399	2.99%
180 Days to 1 Year	\$4,982,495	5.45%
1 to 2 Years	\$12,902,109	14.11%
2 to 3 Years	\$12,817,466	14.02%
3 to 4 Years	\$6,062,387	6.63%
4 to 5 Years	\$0	0.00%
Over 5 Years	\$0	0.00%
	\$91,411,106	100.00%



**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
December 14, 2021**

- (1) This is the actual City bank account balance as of 10/31/2021. It only reflects checks that have been presented for payment and deposits received by the bank. The balance on deposit per the City books would reflect reductions for all checks and warrants issued and all deposits transmitted.
- (2) This is the safekeeping account utilized for investing City funds pursuant and consistent with the investment policy adopted 02/13/2018. The current portfolio consists of treasury notes, government agencies, corporates, and CDs.
- (3) Pooled Portfolio:

	<u>% of Portfolio</u>	<u>Policy Limit</u>
Cash	13.39%	None
CDs	0.17%	25% of total portfolio
Commercial Paper	0.00%	25% of total portfolio
US Treasury	17.03%	None
Federal Securities	13.00%	None
Corporate Securities	10.46%	30% of total portfolio
Municipal/Provincial	5.23%	None
LAIF	40.73%	None

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

STAFF REPORT

City of Lancaster

CC 5
12/14/21
JC

DATE: December 14, 2021

TO: Mayor Parris and City Council Members

FROM: Andrea Alexander, City Clerk

SUBJECT: **City Council Meeting Schedule**

Recommendation:

Adopt **Resolution No. 21-60**, repealing Resolution No. 15-67 and establishing the meeting day and time of the Lancaster City Council.

Fiscal Impact:

None

Background:

The City of Lancaster is a member of the Joint Powers Authority established with the Antelope Valley Fairgrounds. Historically, the second meeting in August generally falls at the same time the Antelope Valley Fair takes place. However, this upcoming year the Joint Powers Authority will hold two separate fairs. One of which will now be held in September rather than August. Adoption of Resolution No. 21-60 will eliminate the need to take future action of cancelling the second meeting in September and will allow Joint Powers Authority Members and Lancaster City Council the opportunity to represent the City of Lancaster at the Antelope Valley Fair.

On December 8, 2015, the City Council approved Resolution 15-67 which continued to eliminate the second meetings in November and December due to the Thanksgiving and Christmas holidays. Resolution 15-67 also eliminated the need to take future action of cancelling the second meeting in April during election months by establishing the City Council meeting for April to only take place on the fourth Tuesday. Additionally, holding the City Council meeting on the fourth Tuesday of April provided for a break during the Easter season each year.

Adoption of Resolution No. 21-60 will allow the City of Lancaster to continue cancellation of the second meeting in April during non-election years. However, it will also allow adjustments during election years to include the cancellation of April meetings in order for Joint Power Authority Members to attend the April scheduled Antelope Valley Fair. Furthermore, during election years this resolution will allow for the holding of a meeting on the first and fourth Tuesday in May. Also, adoption of Resolution No. 21-60 will continue the cancellation of the second meeting in November and December.

Adoption of Resolution 21-60 will allow the cancellation of the second meeting in September in observance of the second Antelope Valley Fair and cancellation of the second meeting in July to allow for a summer break.

Staff recommends adopting this Resolution to change the meeting day and time to avoid placing these items before Council each year. A special meeting of the City Council may be called at any time by the Mayor, or by three members of the City Council, as established in the Ralph M. Brown Act.

Attachment:

Resolution No. 21-60

RESOLUTION NO. 21-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, REPEALING RESOLUTION 15-67 AND ESTABLISHING THE MEETING DAY AND TIME OF THE CITY COUNCIL

WHEREAS, Government Code Section 54954(a) provides that the legislative body of a local agency shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings; and

WHEREAS, the City Council of the City of Lancaster (the “City Council”) did duly pass and adopt Resolution No. 86-175 on November 3, 1986 and did thereby establish a City Council Procedure which, among other things, established the date and time for holding regular meetings of the City Council; and

WHEREAS, the City Council did duly pass and adopt Resolution No. 98-91 on June 9, 1998 repealing Resolution No. 86-175 and established City Council Procedures including the date and time for holding regular meetings of the City Council; and

WHEREAS, the City Council did duly pass and adopt Resolution No. 08-48 on June 10, 2008 and did thereby establish the meeting time of the City Council; and

WHEREAS, the City Council did duly pass and adopt Resolution No. 13-50 on September 10, 2013 and did thereby establish the meeting time of the City Council;

WHEREAS, the City Council did duly pass and adopt Resolution No. 15-67 on December 18, 2015 and did thereby establish the meeting time of the City Council

WHEREAS, the City Council wishes to repeal Resolution No. 15-67 in order to provide that, beginning with the City Council meeting to be held January 11, 2022, regular meetings of the City Council shall be held at 5 p.m. on the second and fourth Tuesday of January, February, March, June, August and October; regular meetings of the City Council shall be held at 5 p.m. only on the second Tuesday of the month for the months of July, September, November and December; during election years the City Council meetings will not be held during the month of April but held on the first Tuesday in May which replaces the regularly scheduled meeting on the second of May; on non-election years the City Council meeting will be held only on the second Tuesday of the month for the month of April and the second and fourth Tuesday in May.

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

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

Section 2. That Resolution No. 15-67 is hereby repealed in its entirety.

Section 3. Commencing with the City Council meeting to be held January 11, 2022, regular meetings of the City Council shall be held at 5 p.m. on the second and fourth Tuesday of January, February, March, June, August and October; regular meetings of the City Council shall be held at 5 p.m. only on the second Tuesday of the month for the months of July, September,

November and December; during election years the City Council meeting will not be held during the month of April but will be held on the first and fourth Tuesday in May; on non-election years the City Council meeting will be held only on the second Tuesday of the month for the month of April and the second and fourth Tuesday in May.

Section 4. That the provisions of this Resolution shall become effective upon adoption.

Section 5. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED and ADOPTED this 14th day of December, 2022, 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 RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, California,
do hereby certify that this is a true and correct copy of the original Resolution No. 21-60, for which
the original is on file in my office.

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

(seal)

STAFF REPORT
City of Lancaster

CC 6
12/14/2021
JC

Date: December 14, 2021

To: Mayor Parris and City Council Members

From: Andrea Alexander, City Clerk

Subject: Resolution No. 21-62 Proclaiming a Local Emergency, Ratifying the Proclamation of a State Emergency by Executive Orders N-25-20, N-29-20 and N-35-20, and Authorizing Remote Teleconference Meetings for a Thirty (30) day period Pursuant to Brown Act Provisions

Recommendation:

That the City Council approve **Resolution 21-62**, proclaiming a local emergency, ratifying the proclamation of a state of emergency by Executive Orders N-25-20, N-29-20 and N-35-20, and authorizing remote teleconference meetings for a thirty (30) day period pursuant to Brown Act provisions

Fiscal Impact:

None.

Background:

On September 16, 2021, Governor Newsom signed Assembly Bill (“AB”) 361 into law. AB 361 is urgency legislation amending the Brown Act to allow legislative bodies of local agencies to meet remotely with relaxed teleconferencing requirements during declared emergencies under certain conditions.

AB 361 adds new procedures and clarifies the requirements for conducting remote meetings, including the following:

- **Public Comment Opportunities in Real Time:** A legislative body that meets remotely pursuant to AB 361 must allow members of the public to access the meeting via a call-in option or an internet-based service option, and the agenda for the remote meeting must provide an opportunity for members of the public to directly address the body in real time. A legislative body cannot require public comments to be submitted in advance of the meeting.

- **No Action During Disruptions:** In the event of a disruption that prevents the local agency from broadcasting the remote meeting, or in the event of a disruption within the local agency’s control that prevents members of the public from offering public comments using the call-in option or internet-based

service option, AB 361 prohibits the legislative body from taking any further action on items appearing on the meeting agenda until public access to the meeting via the call-in or internet-based options is restored.

· **Periodic Findings:** To continue meeting remotely pursuant to AB 361, a legislative body must make periodic findings concerning the declared emergency and its effects. AB 361 will sunset on January 1, 2024.

The proposed resolution would make the findings required by AB 361 in order to allow the City of Lancaster to continue to make remote attendance available to its legislative bodies and the public if and to the extent needed.

Attachment:

Resolution No. 21-62

RESOLUTION NO. 21-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER (“CITY”) PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDERS N-25-20, N-29-20 AND N-35-20, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR A THIRTY (30) DAY PERIOD PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, City of Lancaster is committed to preserving and ensuring public access and participation in meetings of its legislative bodies; and

WHEREAS, all meetings of City of Lancaster’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City’s legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City’s boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the City, specifically, the Governor of California issued a series of Executive Orders aimed at containing the novel coronavirus; and

WHEREAS, the State of California and County of Los Angeles recommend social distancing due to the coronavirus; and

WHEREAS, the City Council does hereby find that the threat of the coronavirus has caused, and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the City Council does hereby find that the City Council of City of Lancaster shall conduct its meetings without compliance with

paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that the City Council shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the City will post an agenda (72 hours in advance of a regular meeting and 24 hours in advance of a special meeting) on the City's website at cityoflancasterca.org which will contain information on how the public can participate in the meeting and provide Public Comments.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The City Council hereby proclaims that a local emergency now exists throughout the City's jurisdiction, and social distancing is recommended by the State of California and County of Los Angeles.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The City Council hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of this Resolution's issuance date of December 14, 2021.

Section 4. Remote Teleconference Meetings. The Executive Director/CEO and the City Council of the City of Lancaster are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) January 14, 2022, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council of City of Lancaster may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the City Council of the City of Lancaster this 14th day of December, 2021.

Mayor

ATTEST:

City Clerk

STAFF REPORT
City of Lancaster

CC 7
12/14/2021
JC

Date: December 14, 2021

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Approval of Purchase for PB Loader Truck and Patcher Box

Recommendations:

1. Approve purchase of one (1) PB Loader and Patcher Box from PB Loader Corporation utilizing the Sourcewell Cooperative Purchasing Contract.
2. Approve a budget transfer from Capital Improvement Budget Account Number 701-12ST043-924 (2020 Fall Pavement Management Program) in the amount of \$279,925.47, to Operating Account Number 701-4753-753.
3. Authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

\$279,925.47; with these actions, sufficient funds are available in Operating Account Number 701-4753-753.

Background:

PB Loader was awarded contract number 080521-PBL by Sourcewell Cooperative Purchasing (formerly National Joint Powers Alliance). Bid documents meet all State and City requirements for competitive procurement. A copy of the contract is on file in the City's Purchasing Office.

The proposed purchase will be funded with road bond funds, and will provide Public Works maintenance crews a more efficient and effective way to maintain the 1,700 Citywide lane-miles.

NJ:sm

STAFF REPORT
City of Lancaster

CC 8
12/14/2021
JC

Date: December 14, 2021

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Agreement for Condemnation Proceedings Tract No. 61041 Location: Avenue L & 57th Street West APN No. 3204-006-080

Recommendation:

Approve an agreement with KB HOME Greater Los Angeles Inc., a California corporation, the developer of Tract No. 61041, to provide needed right-of-way for required street improvements for the tract through condemnation proceedings.

Fiscal Impact:

None.

Background:

The developer has been required to provide street right-of-way and improvements as shown on Exhibit "A". The developer has indicated to staff that he has been unable to negotiate the acquisition. The Subdivision Map ("Act") allows the City to use its power of condemnation whenever a subdivider is conditioned to make certain improvements on property he/she does not own and is unable to secure the necessary easements. The Act permits the City to require that the developer pay the cost of acquiring the offsite property.

The attached agreement conforms to all of the requirements as stipulated in the Act. The developer agrees to pay the City the entire cost of the acquisition, and the City agrees to consider acquiring the property by condemnation. This will allow the project to proceed.

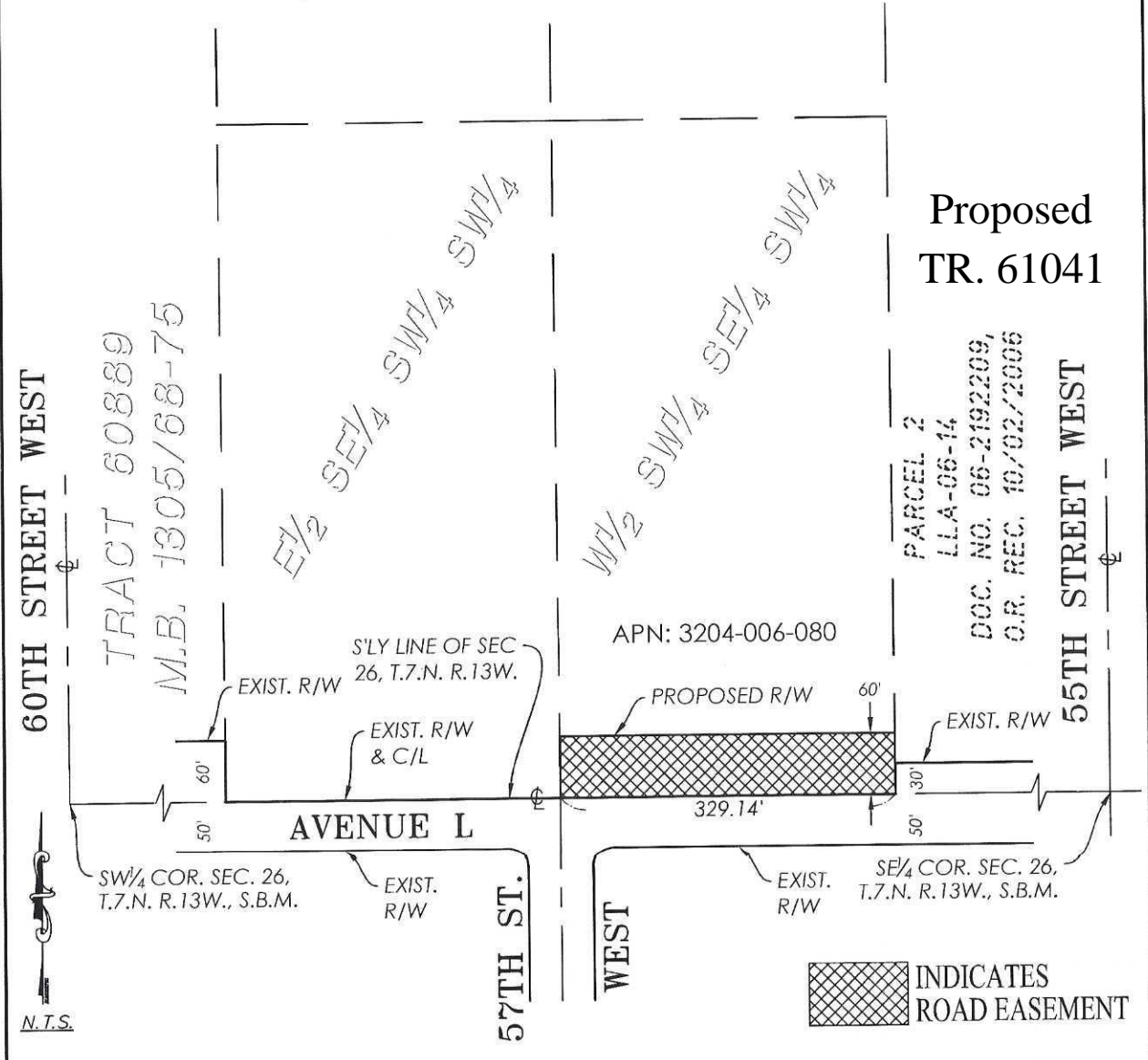
AT:vw

Attachments:

Exhibit "A" – Road Easement
Condemnation Agreement

EXHIBIT "A"

SW 1/4 SECTION 26, T7N, R13W



CITY OF LANCASTER

Kimley»Horn

401 B STREET, SUITE 600, SAN DIEGO, CA 92101
PHONE: 619-234-9411
WWW.KIMLEY-HORN.COM

TITLE:
ROAD EASEMENT
APN 3204-006-080

EXHIBIT "A"

CONDEMNATION AGREEMENT

This Agreement ("Agreement") is made and entered into as of this ___ day of _____, 202_, by and between the City of Lancaster (hereafter "City") and KB HOME Greater Los Angeles Inc., a California corporation (hereinafter referred to as "Developer").

WHEREAS, City granted Tentative Map approval to Developer; and

WHEREAS, pursuant to the authority of City, City has required Developer to obtain certain rights-of-way to make certain offsite improvements; and

WHEREAS, Developer has made good faith efforts to acquire the right-of-way easements (hereinafter referred to as "Property") on the property located adjacent to its land and shown on Exhibit "A", but has been unable to do so; and

WHEREAS, Developer desires to construct right-of-way improvements adjacent to Tract No. 61040 (hereinafter referred to as "Project"), prior to acquisition of the right-of-way easements; and

WHEREAS, City has the ability under Government Code section 40404 and otherwise to commence proceedings pursuant to California Code of Civil Procedure section 1230.010 et seq. to acquire rights-of-way easements to allow for the construction of the Developer's proposed street improvements.

NOW THEREFORE, the parties agree as follows:

1. City shall forthwith take steps necessary to consider commencing proceedings pursuant to Title 7 of Part 3 of the California Code of Civil Procedure to acquire an interest in the Property and obtain possession thereof if the City should desire to do so which will then permit improvements to be made to the property as shown on Exhibit "A" (the "Action"). In no event shall the City's decision not to adopt a resolution of necessity be a default of the City's obligations under this Agreement. City may independently negotiate a settlement up to 20% above the appraised value. City shall obtain Developer's prior written or email consent to any settlement that exceeds 20% above the appraised value.

2. Developer hereby agrees that upon the City commencing an action to acquire sufficient title or interest in the Property, and upon the City's obtaining possession of the Property necessary to construct the required improvements, that Developer shall complete the required improvements as set forth in the Tentative Map approval and the Project, at Developer's sole cost and expense.

3. Developer hereby waives the 120-day time limitation for commencing eminent domain proceedings set forth in Government Code section 66462.5.

4. Developer shall grade and improve streets, drainage and slope, according to the plans filed with the City and as approved by the Director of Public Works to provide for street improvements.

5. Developer hereby agrees to pay any and all costs, including reasonable attorney's fees, associated with acquiring the offsite Property interests in connection with the Project. Developer further agrees to indemnify, defend and hold the City harmless from and against any and all claims, liabilities and/or causes of action arising from or related to this Agreement, including, but not limited to, the Developer's construction and maintenance of improvements and the cost of acquiring the Property.

6. Developer agrees to deposit with the City, simultaneously with the execution of this Agreement, \$15,000 to cover the initial cost of the above described eminent domain proceedings. In addition, Developer agrees to deposit with City the full amount of the fair market value of such Property as determined by the City's appraiser prior to the commencement of eminent domain proceedings and any additional amounts reasonably required by the City in connection with such proceedings. In the event that the City determines not to adopt a resolution of necessity, any remaining funds, less a processing fee shall be refunded to Developer.

7. This Agreement shall not be assigned by the Developer without the prior written consent of City.

8. Any controversy between the parties hereto shall be submitted to arbitration and such arbitration shall comply with and be governed by the principles of the California Arbitration Act, Code of Civil Procedure section 1280-1294.2.

9. All notices herein required shall be in writing and shall be delivered in person or sent by registered mail, postage prepaid, to the following addresses.

CITY:

City of Lancaster
44933 North Fern Avenue
Lancaster, CA 93534
Attn: Allen Thompson
athompson@cityoflanasterca.org

DEVELOPER:

KB Home Greater Los Angeles Inc.
25152 Springfield Court, Suite 250
Santa Clarita, CA 91355
Attn: Keltie Cole
Kcole@kbhome.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lancaster, California the day and year first above written.

CITY OF LANCASTER

By _____
R. Rex Parris, Mayor

Signatures Must Be Notarized (Attach Corporation
Notary Acknowledgement Form)

DEVELOPER
KB HOME Greater Los Angeles Inc.,
a California corporation

By: 
Name: Keltie Cole, President

ATTEST:

Andrea Alexander, City Clerk
City of Lancaster

APPROVED AS TO FORM:

Allison E. Burns
City Attorney

STAFF REPORT
City of Lancaster

CC 9
12/14/2021
JC

Date: December 14, 2021

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Task Order for Multi-Year Professional Services (Service Group Category 1 - Construction Management and Inspection) for PWCP 21-011 for SR 138 (SR-14) / Avenue K Interchange Improvements, Phase I Recycled Water Line

Recommendation:

Approve Task Order No. 1 with DMR Team, Inc., of Chatsworth, California, for services in accordance with the Multi-Year Professional Services Agreement, Service Group Category (SGC) 1 - Construction Management and Inspection, for On-Call Construction Management and Inspection Services in the amount of \$271,805.00 with a 10% contingency; and authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

\$298,985.50 (including 10% contingency); sufficient funds are available in Capital Improvements Budget Account Number 210-15BR004-924.

Background:

On July 27, 2021, Council approved Award of Bid for PWCP 21-011, Avenue K Interchange Improvements, Phase I Recycled Water Line. This project is for construction of a recycled water line on Avenue K, from 10th Street West to 15th Street West, to provide recycled water to the interchange landscaping prior to rehabilitation of the interchange pavement. This project requires construction management services from a professional consulting firm to support the Capital Improvement Program and division operations. The construction management services are expected to take approximately 6 months for 100 calendar days of construction, and before and after construction tasks.

City staff requested proposals from six (6) Firms on the Multi-Year Professional Services Agreement List of Pre-Qualified Firms. On October 28, 2021, at 12:00 p.m., the City received a proposal from one (1) Firm for review.

Responsibilities under this Task Order include construction management general services, construction management services, construction inspection services, and construction close out

services.

The project is funded with a LACMTA grant with Measure R Highway Program Funds. The selected Firm shall execute the project in accordance with the LACMTA Funding Agreement to ensure compliance with all grant requirements.

ML:vw

Attachment:
Task Order No. 1

TASK ORDER NO. 1
OVER

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES – RFQ 739-21
SERVICE GROUP CATEGORY 1 – CONSTRUCTION MANAGEMENT AND INSPECTION

DATED SEPTEMBER 14, 2021

BETWEEN

THE CITY OF LANCASTER, "OWNER"
AND
DMR TEAM, INC. "CONSULTANT"

PROJECT TITLE: PWCP 21-011 - SR-138 (SR-14) / Avenue K Interchange Improvements,
Phase I Recycled Water Line

PROJECT DESCRIPTION: Construction Management and Inspection

SCOPE OF WORK: Per Attached Exhibit "1", Scope of Services

PERIOD OF SERVICES: Per Attached Exhibit "2", Schedule

COMPENSATION
FOR SERVICES: Per Fee Schedule - Not to Exceed \$271,805.00

"OWNER"

"CONSULTANT"

CITY OF LANCASTER

DMR TEAM, INC.

By: _____
Jason Caudle
City Manager

By: _____
Sam Talebian
President

Date: _____

Date: _____

Approved by Dept. Head: _____

APPROVED AS TO FORM:

Allison E. Burns, Esq.
City Attorney

EXHIBIT “1”

SCOPE OF SERVICES

The work to be performed under this task order shall include:

- A. Task Order 1 – Scope of Services

EXHIBIT 1: SCOPE OF SERVICES

PROJECT DESCRIPTION AND LOCATION

Consultant shall provide Construction Management and Inspection Services for the construction of PWCP 21-011, SR-138 (SR-14) Avenue K Interchange Improvements Phase 1 Recycled Water Line, and supplement staff to act as:

- Construction Manager (Referred to herein as “Construction Manager (CM) Engineer” or “CM Engineer”)
- Office Engineer
- Lead Inspector
- Field Inspectors

Services include, but are not limited to Construction Management General Services, Construction Management Services, Construction Inspection Services, and Construction Closeout Activities. For reference, see PWCP 21-011 Construction Contract Documents (plans, specifications and bid schedule).

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) MEASURE R FUNDING AGREEMENT REQUIREMENTS

This work will be paid for with Los Angeles County Metropolitan Transportation Authority (LACMTA) reimbursable participating grant funds. The project funding was authorized by the LACMTA Board of Directors, at its meeting on September 27, 2012, subject to the terms and conditions contained in the Funding Agreement (“FA”) made and entered into effective as of March 8, 2013. FA is included at the end of Exhibit 1.

The City of Lancaster has entered into a Funding Agreement with LACMTA for SR-138 (SR-14) Avenue K Interchange, LACMTA Project ID# MR330.02 and FTIP# LA0G929. Per PART II, GENERAL TERMS OF THE FA, Section 13.7 of the FA, “Grantee agrees that the applicable requirements of this FA shall be included in every contract entered into by Grantee or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.”

Applicable requirements of the referenced FA shall be included and made a part of this Task Order.

TASK 1 CONSTRUCTION MANAGEMENT GENERAL SERVICES

1.1 Project Controls System Development

a. Purpose:

To develop an integrated cost and schedule information system to provide up to date and accurate information regarding schedule, budgets, expenditures, and change orders to Construction Management (CM) ENGINEER, managers, contractors, and City staff.

The master schedule of the Project Controls System (PCS) will enable critical activities and interrelationships between the contractors, suppliers, the CITY, the CITY's Project Manager, environmental monitors, utility companies, and construction manager (including its subcontractors) to be monitored efficiently during the construction phase of the project. The master schedule will identify permit constraints, work area restrictions and other known work and/or coordination constraints.

The cost-monitoring element of the PCS will enable project-wide monitoring of expenditures for comparison with the original budgets and budget updates resulting from change orders processed during the life of the project. Monthly reporting will enable accurate cost forecasting at any time.

The automation of the above information will enable timely analysis, intervention, and decision making to enable efficient control of the project.

b. Approach:

CM ENGINEER will develop the PCS using software similar to Primavera P6, SureTrak, Microsoft Project, *Word* and *Excel* software. A master schedule will be developed summarizing all significant activities of project related entities including the contractor, equipment suppliers, the CITY project manager, and the construction manager. The schedule will be structured to include the following:

- Primary contractor work activities, including major submittals required to accomplish the work.
- Principal work activities of the CM ENGINEER's construction manager, the CITY's project manager, contractors, and suppliers.
- Activities necessary for regulatory compliance.
- Activities related to utility relocations.
- Relationships between submittals, approvals, procurement, and delivery of materials.

- Milestones associated with permitting and approvals.
- Any activity requiring coordination with the CITY, and other local utility/regulatory agencies.
- Substantial and final completion dates.

The cost accounting format will use a work breakdown structure and cost categories that will be compatible with the CITY's cost accounting system. The work breakdown structure will be based on contractor's activities and will provide the basis for cost-loading activities in the schedule.

c. Assumptions:

1. The CITY will provide a description of the CITY invoicing requirements and guidelines for project work breakdown structure and cost reporting format.
2. The initial master project schedule will be developed based on information available at the time of execution of Task Order.

d. Deliverables

1. Implementation of Project Control System.
2. Draft master project schedule.
3. Initial master project schedule following review and approval by the CITY.
4. Initial project cost.

e. Payment

Payment for Task 1.1 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1.1 as required in this Scope of Work.

1.2 Weekly, Monthly Project Progress Meetings and Reports

a. Purpose:

To apprise CITY management and other stakeholders of CM ENGINEER's activities under this contract via written report and monthly meeting.

b. Approach:

CM ENGINEER will provide a brief written report covering a summary of the status and expenditures associated with each of the tasks described in this scope of work; including highlights of any unusual contractual issues that arise during the reporting

period and a listing of approved work that is beyond the boiler plate scope with a determination of who is responsible for the associated additional costs (contractor, project, etc.).

CM ENGINEER will schedule monthly progress meetings, which will provide for discussion of progress reports and issues related to (a) this agreement and (b) the construction agreements.

c. Assumptions:

1. The project monthly progress report will be provided throughout the contract period for an estimated duration of 16 months.
2. A regular monthly meeting date and time will be established. Meeting date is typically the first week of each month, the same day of the week, i.e., Monday, Tuesday, etc.
3. Written progress reports will be provided to the CITY at least 5 working days in advance of each progress meeting.
4. CITY to submit proposed changes/amendments to the monthly progress reports, in writing, to CM ENGINEER for its use.
5. Additional project budget expenditures determined to be the responsibility of the **contractor** will be addressed quarterly with adjustments being made to progress payments.

d. Deliverables

1. Monthly project progress report.
2. One-page summary report.
3. Monthly progress review meetings with minutes/summaries.

e. Payment

Payment for Task 1.2 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1.2 as required in this Scope of Work.

1.3 Document Management System

a. Purpose:

To establish a system for the timely logging, filing, and tracking of project related correspondence to assure timely responses, and provide a record of communications to enable efficient retrieval and establish the chronology of events for use in dispute resolution.

b. Approach:

CM ENGINEER will set up a document tracking system; using software similar to Primavera *Expedition* to maintain project files.

c. Assumptions:

1. Actual logging, filing, and tracking of project information will be performed under separate tasks and subtasks.

d. Deliverables

Implementation of a computerized document management system that includes written procedures for use of the CM ENGINEER project team

e. Payment

Payment for Task 1.3 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1.3 as required in this Scope of Work.

1.4 Sub-Consultant Management

a. Purpose

To coordinate and manage sub-consultant services contracted with CM ENGINEER. Sub-consultants include inspectors, surveyors, landscape architects, materials testing consultants, biologists, and /or others secured at reasonable rates.

b. Approach

CM ENGINEER will coordinate and manage the utilization of sub-consultants for the CITY in order to comply with the terms of the contract documents and the requirements of regulatory agencies.

CM ENGINEER will work with consultants contracted directly with the CITY. CM ENGINEER will review and approve invoices provided by CITY consultants and forward said invoices to the CITY for processing and payment.

c. Assumptions

1. The CITY will retain final approval rights over invoices for CITY contracted consultants.
2. All costs associated with CM ENGINEER's sub-consultant services will be billed to the CITY in conjunction with CM ENGINEER's services on a monthly basis.

d. Deliverables

1. Copies of all sub consultant reports. Original reports will remain with CM ENGINEER until project closeout, at which time all originals will be forwarded to the CITY with the project documentation.
2. Copies of all sub-consultant invoices billed through CM ENGINEER.
3. Original invoices reviewed and approved by CM ENGINEER for CITY contracted consultants.

e. Payment

Payment for Task 1.4 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1.4 as required in this Scope of Work.

1.5 Construction Management Plan

a. Purpose

To provide the CITY and CM ENGINEER with uniform procedures and standards for the administration of the construction contract.

b. Approach

CM ENGINEER will develop a procedures manual that is usable for the construction project

c. Assumptions

The final project manual will be bound in a three-ring binder to facilitate future revisions.

d. Deliverables

1. Draft project manual for review by the CITY. CM ENGINEER will an electronic copy of the draft.
2. After review and comments, CM ENGINEER will provide an electronic copy of final project manual to the CITY.

e. Payment

Payment for Task 1.5 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1.5 as required in this Scope of Work.

1.6 Pre-construction Walk Through

a. Purpose

To review, document and agree to the existing conditions of the project site and neighboring area conditions prior to the start of construction.

b. Approach

Prior to the issuance of a Notice to Proceed, CM ENGINEER, the Contractor, CITY and the Cities representatives will walk the entire project and record existing conditions via a written log, still photographs, and video where required. CM ENGINEER will provide copies of all documentation to the Contractor and the CITY. CM ENGINEER will keep documentation originals in the project files until project completion.

c. Assumptions

Project walk will not take longer than two days with approximately the same amount of time to log, file and copy the information.

d. Deliverables

A written log, still photographs and any videotape depicting existing site conditions, as recorded prior to the start of construction.

e. Payment

Payment for Task 1.6 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1.6 as required in this Scope of Work.

TASK 2 CONSTRUCTION MANAGEMENT SERVICES

CM ENGINEER, on behalf of the CITY, will provide construction management services for administration of the construction contract in conformance with the requirements set forth in the 2021 Greenbook Standard Specifications, City Building Permit requirements and LACMTA FA requirements. Construction Management services will encompass the Quality Assurance and enforcement of all construction contract requirements. CM services are to be provided to enforce construction contract requirements.

2.1 Pre-construction Conferences Purpose:

To provide a forum for all essential project participants to meet prior to the start of work. This meeting will outline the CITY's administration of the contract, introduction of the participants, and record all comments and questions submitted by the contractor. This meeting also provides an understanding of the procedures to be used on the project and what the Contractor can expect from the CITY and its consultants.

b. Approach:

CM ENGINEER will schedule, prepare the agenda, chair and take minutes of the pre-construction meeting. The meeting will outline project specifics and inform the Contractor of project administration procedures.

c. Assumptions:

1. The CITY will provide the meeting venue.
2. The CITY will assist CM ENGINEER in developing the attendee list.
3. CM ENGINEER will prepare a draft agenda for CITY approval prior to the meeting.

d. Deliverables

1. Written agenda and minutes of pre-construction conference.
2. Electronic copies of pre-construction meeting minutes to the attendees.
3. Review and comment on contractor's base-line schedule.
4. Establish ground rules of coordination & communications with contractor and CITY concerning the processing and reviewing of submittals and RFI's.
5. Enforcement of Labor Compliance Requirements including completion of federal Labor Compliance Pre-job Checklist
6. Enforcement of Quality Assurance Program
7. Discussion of environmental permits requirements.
8. Discussion of utility company requirements.

e. Payment

Payment for Task 2.1 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.1 as required in this Scope of Work.

2.2 Communications and Correspondence

a. Purpose:

To provide for and/or facilitate effective communication, on behalf of the CITY and Cities, and among all stakeholders in the administration of the construction contract.

b. Approach:

CM ENGINEER will obtain all pertinent information as required to develop a project directory of all key personnel and stakeholders working on the project. CM ENGINEER will develop a graphic chart indicating the proper flow of correspondence. CM ENGINEER will log all information received from the Contractor and others, in *Expedition*. Lastly, CM ENGINEER will prepare and/or forward appropriate responses, obtaining CITY approval when required.

c. Assumptions:

1. The CM ENGINEER Correspondence Log will be used for all correspondence received from the CITY, the Contractor and others.
2. All original correspondence will remain with the CM ENGINEER project files. Only copies will be distributed, with the exception of shop drawing submittals.
3. The CM ENGINEER project files will be turned over to the CITY upon the conclusion of the project.

d. Deliverables

1. Communication flow chart.
2. Written logs of information received from the CITY, the Contractor, testing firm, citizens and/or others.

e. Payment

Payment for Task 2.2 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.2 as required in this Scope of Work.

2.3 Project Changes and Construction Change Order Management

a. Purpose:

1. To review proposed changes to the project and determine if the change is necessary and/or beneficial to the project, and if such changes constitute a change order.
2. To provide a system for logging and tracking all changes on the project.
3. To provide the CITY with assurance that the Contractor is not presenting requests to be paid for additional work included in the original contract.
4. To assure the CITY that the associated extra work costs and time extension requests are fair and reasonable to both the CITY and the Contractor.

b. Approach:

CM ENGINEER will review potential changes to the project for contractual and technical merit, prepare independent cost estimates and schedule analysis of work, discuss proposed changes with CITY, and negotiate change order costs with the Contractor. CM ENGINEER will prepare change orders with all required support documentation for execution by the CITY. CM ENGINEER will keep the CITY informed of cumulative changes in project cost and project duration. CM ENGINEER will negotiate change orders on behalf of the CITY and will use the following approach in assisting & coordinating the process with the CITY:

Requests for Changes by the CITY

1. CM ENGINEER will forward a Request for Quote (RFQ) to the Contractor for pricing and stipulation of proposed time extension, if requested work can be shown to impact the project's critical path. The RFQ shall contain a description of the extra work to fairly price the work.
2. CM ENGINEER will prepare an independent cost estimate of the extra work.
3. CM ENGINEER will review the cost quote from the Contractor for completeness, negotiate cost and time extension requests as required and, obtain CITY concurrence throughout the process. Obtain CITY authorization for proceeding with the change, based on definitive cost and time extension values.
4. Should CM ENGINEER and the Contractor be unable to negotiate a reasonable price, the CITY will be consulted prior to directing the work via alternative contract change options such as proceeding on a time and material basis or proceeding by force account.

Requests for Changes by Contractor

1. CM ENGINEER will review requests of proposed cost and/or time impacts for merit. If CM ENGINEER determines the request fails on merit, the Contractor will be informed of the reasons why the request is denied. Should CM ENGINEER determine the request has merit; CM ENGINEER will proceed with steps 2 and 3.
 2. CM ENGINEER will prepare an independent cost estimate and schedule analysis of the work.
 3. CM ENGINEER will negotiate extra work cost and time extensions with the Contractor.
 4. CM ENGINEER will prepare change order documents for approval and execution by the CITY.
- c. Assumptions:
1. CM ENGINEER will have authority to make minor changes to work that it determines to have no cost or time impacts to the construction project.
 2. CM ENGINEER will be allowed to use their own judgment regarding how best to handle cost negotiations with the Contractor, but will keep the CITY informed throughout the process.
 3. CM ENGINEER will prepare official change order documentation to be processed with the Contractor's regular application for payment.
 4. CM ENGINEER will transmit electronic copies (MS Word *.doc files) of change order documentation to the City's capital project construction group.
 5. CM ENGINEER will obtain final approval of all project cost and/or project time changes from the CITY prior to authorizing the Contractor to proceed with changes.
- d. Deliverables
1. Perform quantity and cost analysis as required for negotiation of change orders
 2. Analyze additional compensation claims that are submitted during the construction period and prepare responses.
 3. Perform claims administration including coordinating and monitoring claim responses, logging claims and tracking claim status.
 4. Change Order documentation ready for approval and execution by the CITY.

e. Payment

Payment for Task 2.3 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.3 as required in this Scope of Work.

2.4 Monthly Construction Progress Reports

a. Purpose:

To keep the CITY apprised of the project status during the prescribed construction period.

b. Approach:

CM ENGINEER will prepare a monthly report that provides construction status to the CITY and other involved parties. The monthly report shall contain the following:

1. Status of contractor's schedule and what the contractor is doing to maintain or catch up if the schedule has slipped. While the focus will be on critical path items, other items that might become critical will be discussed in the report.
2. Construction and Construction Manager's costs incurred for the month.
3. Cash flow projections for both the Contractor and Construction Manager.
4. Identify actual and potential problems associated with the construction project and consult with the City Project Manager.
5. Evaluate Cost Reduction Incentive Proposals (CRIP) and provide recommendations to the Engineer for acceptance or denial.
6. Potential Issues, pending change orders and executed change orders.
7. Photographs to show construction activities and for clarity regarding special issues.
8. Other information deemed necessary for the CITY to have a concise understanding of the construction Projects.

c. Assumptions:

The CITY will assist CM ENGINEER in the initial formatting of the first report

d. Deliverables

1. Monthly progress report.
2. One-page summary report for distribution to Senior CITY staff or elected officials.

e. Payment

Payment for Task 2.4 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.4 as required in this Scope of Work.

2.5 Schedule Monitoring

a. Purpose:

To monitor and review the Contractor's schedule, after acceptance of the baseline schedule, to ensure that the project is not being delayed over issues within the control of the Contractor

b. Approach:

CM ENGINEER will develop procedures, using available software, to review the Contractor's monthly schedule updates for logic, duration, and resource changes. CM ENGINEER will notify the Contractor of discovered changes and document the Contractor's response, for the record. CM ENGINEER will keep the CITY informed of the Contractor's current construction schedule.

c. Assumptions:

Contract specifications will require the Contractor to use Critical Path Method (CPM) scheduling tools/software. The preferred scheduling software is P6 or Sure Trak by Primavera. Schedules presented in Gantt charts will not be accepted.

d. Deliverables

1. CM ENGINEER will prepare and transmit to the Contractor schedule review comments.
2. Monthly review of contractor's schedule updates and provides a summary to CITY on schedule status and impact of changes to completion date.
3. Monitor and facilitate utility coordination with various utility companies and the Contractor. In corporate relocations in the schedule and report any delays and impacts to the completion date.

e. Payment

Payment for Task 2.5 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.5 as required in this Scope of Work.

2.6 Cost Monitoring

a. Purpose:

To provide the CITY with a system that is easy to understand and provides up-to-date cost information for making timely decisions.

b. Approach:

Using a combination of software like *Expedition* and *Excel*, CM ENGINEER will generate spreadsheets and graphs for the purpose of monitoring anticipated and actual cost outlays.

c. Assumptions:

The CITY will provide direction regarding desired cost monitoring information and report formats.

d. Deliverables

1. Monthly cost monitoring reports in a format to be determined.
2. Monthly progress report for the CITY describing key issues, cost vs. budget status, and schedule status.

e. Payment

Payment for Task 2.6 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.6 as required in this Scope of Work.

2.7 Progress/Coordination Meetings

a. Purpose:

To provide a forum for the review of the project status, the look-ahead schedule including activity sequence and duration, schedule for delivery of long lead items, outstanding Request for Information (RFI), submittals, and other project issues.

b. Approach:

CM ENGINEER will conduct weekly progress/coordination meetings, to be attended by the CITY, the Contractor, CM ENGINEER and other invitees. CM ENGINEER will request the CITY, and the Contractor to submit agenda items for the meetings. Using the proposed agenda items and agenda items developed in house, CM ENGINEER will prepare a comprehensive agenda for the meeting and distribute the agenda to all parties scheduled to attend. Following the meeting, CM ENGINEER will distribute meeting minutes, requesting either the concurrence of

those who attended, or suggested corrections to the minutes. Minutes will be filed as either approved or amended.

c. Assumptions:

1. The CITY's and Contractor's staffs will be able to meet on a regular basis with minimal absences.
2. The meeting room will be able to seat a minimum of 15 people.
3. Meetings will not take place more than once a week and will not last longer than one hour.
4. The Contractor will submit a look-ahead schedule (2 or 3 weeks) at each meeting.

d. Deliverables

1. Agenda with status of open items from previous meetings.
2. Meeting minutes, for review, with action items noted.
3. Amended meeting minutes, if required.
4. Submittal, Issues log, Change Order log and RFI and RFQ working logs.

e. Payment

Payment for Task 2.7 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.7 as required in this Scope of Work.

2.8 Monthly Construction Progress Reports

a. Purpose:

To verify that the Contractor's request for payment does not represent more than an amount that is reasonable for the work done on a monthly basis. To prepare progress payment recommendations on behalf of the CITY for work completed and materials stored on hand (if allowed).

b. Approach:

CM ENGINEER will review and approve the Contractor's monthly progress based on the percentage of work activities complete. The Contractor will submit a certified application for payment to CM ENGINEER for final review. Once approved, CITY will prepare a payment application certificate, using software similar to Excel, for approval and execution by the CITY.

c. Assumptions:

1. The CITY will make payments in accordance with the contract stipulations and State Law to the Contractor once each month.
2. The CM ENGINEER will use software that is acceptable to the CITY for use preparing progress payment application certificates.

d. Deliverables

1. Contractor's certified application for payment.
2. Progress payment request documents suitable for approval and execution by the CITY.

e. Payment

Payment for Task 2.8 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.8 as required in this Scope of Work.

2.9 Safety

a. Purpose:

To review the Contractor's work site safety and notify the Contractor of unsafe conditions, as observed. Implement the CAL OSHA Safety Orders requirements for providing safe work site conditions.

b. Approach:

CM ENGINEER will observe contractors' work area. Contractor is to be informed if unsafe work conditions and/or areas are observed. Immediate shutdown of contractors' work may be required if conditions endanger property and/or life. Random attendance of contractor's tailgate meeting will be performed at the CM Engineer's discretion. CM ENGINEER will conduct its own bi-weekly staff safety meeting to discuss specific safety procedures and issues relating to current or upcoming construction activities requiring unique safety procedures.

c. Assumptions:

1. Contract document requires Contractor to submit its safety program and safety officer prior to the start of work
2. Contract documents or Contractor's safety program requires contractor to submit accident reports.
3. CM ENGINEER assumes no responsibility for safety of Contractor's work areas.

4. CM ENGINEER assumes no responsibility for implementation of Contractor safety program or its construction means and methods.
- d. Deliverables
1. Accident reports from Contractor.
 2. Bi-weekly safety meeting minutes
 3. Copies of safety issues discussed during contractor's tailgate meetings.
- e. Payment

Payment for Task 2.9 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.9 as required in this Scope of Work.

2.10 Payment Submittal Management and Review

- a. Purpose:

To provide an efficient means of processing and reviewing submittals, including working drawings, shop drawings, product data, sample and other items furnished in accordance with Specifications, from the Contractor and forwarding applicable submittals to the CITY as may be appropriate.

- b. Approach:

Using software similar to *Expedition*, CM ENGINEER will develop a comprehensive submittal list for distribution to the Contractor and the CITY. CM ENGINEER will update and submit status submittal logs for review at each coordination meeting. CM ENGINEER will work with the Contractor and the CITY (where applicable) to encourage timely submission, review and approval of submittals as outlined in the Contract Documents, prior to inclusion of submitted materials in the progress of the work. In addition, CM ENGINEER will perform the engineering reviews and approvals for working drawings and calculations provided by the Contractor in accordance with 2021 Greenbook Standard Specifications and within the review timeframes as specified in the applicable sections of the contract documents and specifications. The following steps will be taken in reviewing the Contractor's submittals:

1. Log all submittals by Specification Section.
2. Ensure that the Contractor has provided a complete submittal, coordinated with the work of other trades, and that all deviations have been noted. Submittal is returned to the contractor if it is not complete.

3. Construction Manager reviews submittal for general compliance with the specification.
 4. Applicable Submittals are forwarded to the CITY for formal review. Submittal status is logged.
 5. Submittals sent to the CITY are returned to CM ENGINEER. Submittal status is logged.
 6. CM ENGINEER to perform engineering review of submittals, including but not limited to, working drawings and calculations furnished in accordance with 2021 Greenbook Standard Specifications.
 7. Approved submittals are returned to the Contractor for use in work. Submittal status is logged.
 8. CM ENGINEER to inform Contractor if a re-submittal is required.
- c. Assumptions:
1. CM ENGINEER will not be responsible for errors or omissions in submittal lists.
 2. Coordination and submission of submittals in accordance with requirements of the contract is the responsibility of the Contractor.
 3. CITY will provide a listing of submittals to be reviewed by the CITY's Project Manager or other CITY staff.
 4. CM ENGINEER will not make an exhaustive review of Contractor's submittals except as noted above.
 5. CM ENGINEER will forward to the Designer all submittals designated by the CITY to be reviewed and approved by Designer. These submittals are typically for pre-manufactured materials and assemblies specified in the Contract.
- d. Deliverables
1. Submittal status log.
 2. Check Calculations, where required.
 3. Copy of all approval letters, approved working drawings, submittals and final submittal log.
 4. Request for Information (RFI) Management

e. Payment

Payment for Task 2.10 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.10 as required in this Scope of Work.

2.11 Request for Information (RFI) Management and Review

a. Purpose:

To provide an efficient means of processing Requests for Information (RFIs) submitted by the Contractor. The efficient management of RFIs permits timely communication between the CM and the Contractor.

b. Approach:

CM ENGINEER will receive, log and review all RFIs for completeness and verify the question is reasonable and understandable. CM ENGINEER will provide a short technical review of the RFI to determine if the issue is addressed adequately in the contract documents. CM ENGINEER will return the RFI if the question is unclear or, in the opinion of CM ENGINEER staff, the answer is contained in the contract documents, noting where the requested information can be found in the contract documents. CM ENGINEER will track RFIs, using the software similar to Expedition, and facilitate the timely response from the CITY.

c. Assumptions:

The CM will respond with an answer to all RFIs within the contract stipulated time period for response. Facsimile or e-mail will be used to forward RFIs to the CITY and return responses to the Contractor, with original documents to follow

d. Deliverables

1. Comprehensive log of all outstanding RFIs and their status.
2. Prepare responses to RFI's related construction issues
3. Transmit design related RFI's to CITY Project Manager.
4. Conduct meetings with the Contractor and other parties as needed to discuss and resolve RFI's.

e. Payment

Payment for Task 2.11 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.11 as required in this Scope of Work.

2.12 Document Management

a. Purpose:

To provide the CITY with an electronic means of tracking all documents exchanged between the parties involved in the construction of the project.

b. Approach:

CM ENGINEER will use software similar to Primavera *Expedition* and the CM ENGINEER File Documents will be scanned into the document control system and attached to the file index categories. All documents will be filed as an electronic file and hardcopy.

c. Assumptions:

1. CM ENGINEER will use software similar to Primavera *Expedition*.
2. The CITY may or may not use the chosen software

d. Deliverables

1. Comprehensive logs of all documents in the project files (electronic and hardcopy). Electronic files shall not require special software to read or access.
2. All hardcopy project documents exchanged on the project between the various parties.
3. Establish and process project control documents to include:
 - Daily inspection and Resident Engineer's diaries
 - Weekly News Letter and Weekly Statement of Working Days
 - Monthly progress report and monthly progress pay estimate
 - RFI's, Submittals
 - Correspondences with Contractor, Permitting Agencies, Utility Companies, Regulatory Agencies, and other stake holders
 - Survey requests and survey notes
 - Materials receipts, materials testing results, and certificate of compliance
 - Mix designs for PCC, CTPB, AC, AB

e. Payment

Payment for Task 2.12 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.12 as required in this Scope of Work.

2.13 Review Certified Payroll

a. General

City will contract separately with a Labor Compliance company to verify certified payrolls and conduct employee interviews. CM to coordinate with the Contractor on providing certified payroll reports in conformance with the provisions of the contract and applicable State and Federal Law.

b. Payment

Payment for Task 2.13 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.13 as required in this Scope of Work.

TASK 3 CONSTRUCTION INSPECTION SERVICES

3.1 Inspection and Documentation

a. Purpose:

To provide the CITY with Capital Improvement Program (CIP) Inspection Services and documentation of construction activities, duration of activities, manpower and equipment allocation, inspections for contract compliance, and work conditions. The City shall provide Building and Safety inspections for the permit.

b. Approach:

CM ENGINEER will provide experienced and qualified inspectors. Inspectors will document the Contractors' daily activities, manpower loading, on-site equipment and items considered pertinent to the project. Construction contractor may be working on site 24 hours per day. CM services are to be provided to enforce the construction contract requirements. CM ENGINEER will coordinate and manage the utilization of CM ENGINEER's inspectors for the purpose of providing daily inspections and/or special inspections as deemed necessary and beneficial for proper completion of the project, or, at the CITY's direction, CM ENGINEER will negotiate and enter into sub-consultant agreements with qualified inspectors including special inspectors, as needed.

c. Assumptions

1. CM ENGINEER shall provide inspectors who are certified, experienced and qualified for the inspection and contract compliance as required.
2. All inspections will be within the project limits.

d. Deliverables

1. The Inspectors will ensure compliance with all aspects of this construction contract by continuously monitoring, evaluating, approving or rejecting the contractor's work in accordance with the approved construction contract.
2. CM ENGINEER Inspector's daily and/or special inspection reports maintained in the CM ENGINEER project files and turned over to the CITY at the completion of the project. Copies of these daily reports will be submitted on a weekly basis or upon request.
3. Take and maintain digital photographs and videos as necessary to provide documentation of construction activities. All photos will be logged, dated and kept at the field office in a bound folder (hard copies and CD copy).
4. Verify field measurements for compliance with contract plans and specifications and provide quantity calculations for progress payments.
5. Continue to update an As-Built set of plans and review contractor's marked set.
6. Conduct weekly project meetings, prepare and distribute to all designated parties.
7. Review the updated construction schedule and maintain record.
8. Review laboratory, shop and mill test reports of materials and equipment, and coordinate with the CITY as required, to ensure compliance with contract and to guard against defects and deficiencies in the project work.
9. As appropriate, require special inspection or testing, or make recommendations to the CITY regarding special inspections or testing of work not in accordance with the provisions of the contract documents whether or not such work is fabricated, installed or completed. Subject to review by CITY, Inspector may reject work which does not conform to the provisions of the contract and approving agencies.
10. Establish and process job control documents including:
 - Daily inspection diaries
 - Weekly CM Newsletter
 - Monthly construction progress payment

- Request for information
- Materials receipts
- Weigh master certificates
- Materials submittals
- Weekly statements of working days
- Construction change orders
- Review of certified payrolls

e. Payment

Payment for Task 3.1 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.1 as required in this Scope of Work.

3.2 Materials Testing, Construction Testing & Quality Assurance Program (QAP)

a. Purpose:

To provide project site and laboratory testing of construction materials used in the project for the purpose of determining quality and acceptability of materials and workmanship incorporated into the project and in compliance with the contract documents.

b. Approach:

CM ENGINEER will coordinate and manage the utilization of the materials and testing laboratory for the purpose of providing laboratory and field-testing of materials in accordance with test methods and frequencies specified in the contract documents.

c. Assumptions:

1. CM ENGINEER shall provide material testers and laboratory technicians who are experienced and qualified for the inspection required.
2. CM ENGINEER will insure the implementation of the Quality Assurance Program for source inspections, materials acceptance, and special inspections as required by the contract.
3. All material testing, materials acceptance and special inspections will be within the project limits or as required by the contract.

4. Contractor must formally request testing in writing. If no formal request is made (at what time), the CM will ensure the contractor will stop the effected work until testing is complete and materials are deemed acceptable.
- d. Deliverables
1. Laboratory test reports maintained in the CM ENGINEER project files and turned over to the CITY at the completion of the project.
 2. Summary sheet of all test reports submitted by others to substantiate compliance with contract documents.
 3. Summary sheets of all Certificates of Compliance or source release tags furnished by the Contractor along with the applicable delivered materials at the job site.
 4. Testing summary sheets.
 5. Coordinate source inspections and special inspections as required by the contract document and the Quality Assurance Program.
- e. Payment

Payment for Task 3.2 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.2 as required in this Scope of Work.

3.3 Review and maintain “As Constructed Schedule”

a. Purpose:

To track contractor’s progress during construction of the project.

b. Approach:

CM ENGINEER will use the daily inspection reports prepared by CM ENGINEER inspectors, the contractors’ schedule, site observations, and other sources of information, to track and document the contractor’s actual progress. The contractor’s baseline critical path schedule or most recent accepted update will be used as a basis for comparing planned versus actual progress. The CPM software described in Section 3 will be used to track the contractor’s progress and build a schedule based on the contractor’s activities.

c. Assumptions:

Monitoring will be on a continuous basis and the “as constructed” schedule will be updated monthly.

d. Deliverables

An “As Constructed Schedule” with one electronic file (readable by software used by the CITY) and one hardcopy.

e. Payment

Payment for Task 3.3 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.3 as required in this Scope of Work.

3.4 Maintain Photographic and Video Records of Construction Progress

a. Purpose:

To provide the CITY with a photographic record of the project, before, during and after construction.

b. Approach:

Using digital photography, and construction video recording cameras, CM ENGINEER will record the Contractor's progress during construction on a daily basis or otherwise as approved by the CITY. Care will be taken to record all items and/or conditions that have or may have a bearing on claimed extra work. Still photographs will be labeled with captions indicating subject matter, date taken, and any description required to further clarify the item/issue being photographed.

c. Assumptions:

All photographs will remain at the CM ENGINEER office until the end of the project. Video will be recoded and saved as part of the project records.

d. Deliverables

1. A detailed photographic history of all phases of the project will be maintained in an album and the photographs will be indexed for ease of retrieval. Each photograph will be labeled as to location, direction of view, date, time, and description of work. Photos will include, but not be limited to, the following:

- Showing existing conditions prior to construction
- When opening or changing a detour
- Barricade placement
- Disputed work item
- Work that has to be duplicated, replaced or removed

- Completed work
- Extra work

e. Payment

Payment for Task 3.4 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.4 as required in this Scope of Work.

3.5 Review and Maintain “As Built” Drawing

a. Purpose:

Review and Maintain “As Built” Drawings

b. Approach:

CM ENGINEER will monitor the contractor’s required record drawings on a monthly basis. In addition to monitoring the contractor’s drawings, CM ENGINEER will maintain a copy of the contract plans for the project. CM ENGINEER will ensure that items that may not normally be shown on the contractor’s set of record drawings, but are of importance to the CITY are included in the as-built drawings. This information is not necessarily construction related, but is project related and may be important in future maintenance and/or construction projects.

c. Assumptions:

1. Contract documents will require contractor to prepare redline as-built drawings to reflect as- built conditions during the course of construction.
2. The CM ENGINEER will be responsible for ensuring the contractor maintains red line changes and will be responsible for making redline changes to one complete set of plans.
3. CM ENGINEER will assist in answering questions regarding the red line drawings, providing sketches or other clarifications to the CITY’s Project Manager for preparation of final as built record drawings.

d. Deliverables

One set of marked up contract drawings. This set will be in addition to the contractor’s marked up set of contract drawings.

e. Payment

Payment for Task 3.5 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.5 as required in this Scope of Work.

3.6 Final Inspection and Punch-list

a. Purpose:

To identify elements of construction requiring correction prior to final acceptance by the CITY.

b. Approach:

CM ENGINEER will perform a project inspection of the completed construction following substantial completion. During the inspection, the CM ENGINEER will develop a list of contract work requiring correction or rework. The written list of deficient work (punch-list) will be delivered to the CITY and CONTRACTOR within three (3) working days of the final inspection. The final punch-list will include items to be corrected that were identified previously during the course of construction.

c. Assumptions:

1. The CITY will identify any key CITY or other agency personnel (Fire Department, County Health, etc.) to be included in the final inspection.
2. CM ENGINEER will contact and schedule all required final inspection personnel 48 hour prior to the final inspection.
3. CM ENGINEER will prepare the final punch-list.

d. Deliverables

Final punch-list

e. Payment

Payment for Task 3.6 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.6 as required in this Scope of Work.

3.7 Final Acceptance – Punch List Assistance

a. Purpose:

To provide the CITY with reasonable assurance that the work of the project has been completed in compliance with the general intent of the contract documents.

b. Approach:

CM ENGINEER will coordinate a walk-through with the CITY and the Contractor. CM ENGINEER, with assistance from the CITY, will prepare a punch list indicating all deficiencies and/or omissions noted in the walk-through. CM ENGINEER will then forward the punch list to the Contractor for correction of the work in accordance with timelines defined in the contract. CM ENGINEER, in conjunction with the CITY as necessary, will inspect items on the punch list once the Contractor has notified the CM ENGINEER that the work is complete. Completed items on the punch list will be signed off by the CM ENGINEER. Upon completion of the punch list work the CM ENGINEER will notify the CITY that the work is complete and forward a copy of the completed punch list.

c. Assumptions:

CM ENGINEER will provide a preliminary punch list of outstanding work items to the Contractor. CM ENGINEER will ensure all punch list items are completed prior to requesting a final walk-through from the CITY.

d. Deliverables

Completed and signed-off punch-list submitted to the CITY with the closeout documents.

e. Payment

Payment for Task 3.7 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.7 as required in this Scope of Work.

TASK 4 – CONSTRUCTION CLOSEOUT ACTIVITIES

4.1 Contract Closeout

a. Purpose:

To provide the CITY with final closeout documentation, including any permit completion documentation.

b. Approach:

CM ENGINEER will turn over all project files, contract correspondence and documents including final logs at time of project completion.

c. Assumptions:

CITY will file final Notice of Completion and Acceptance of Work.

d. Deliverables

1. Notice of Completion form for CITY.
2. Notices of Completion for any Permits, including “duplicate” permits for project and documentation showing the Notice of Termination has been recorded.
3. Copy of the Contractor’s performance bond, good for the warranty period.
4. Final project documentation in accordance with City requirements

e. Payment

Payment for Task 4.1 shall be included in the Task 4 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 4.1 as required in this Scope of Work.

4.2 Project As-Built Drawings

a. Purpose:

To provide the CITY with accurate record drawings indicating all changes and as- built conditions.

b. Approach:

In addition to monitoring the Contractor’s record drawings, CM ENGINEER will maintain a copy of up-to-date contract plans for the purpose of aiding the CITY’s Project Manager in final review of the record drawings.

c. Assumptions:

1. The Contractor will be responsible for preparing the record drawings in both reproducible and electronic formats.
2. CM ENGINEER will assist the CITY’s Project Manager in review and final approval of the as-built record drawings.

d. Deliverables

One set of contract drawings indicating recorded changes to the contract, as maintained by CM ENGINEER. This set will be in addition to the Contractor's marked up set of contract drawings. Provide one copy of the revised Mylar drawings. The design consultant will prepare the record drawings for the project.

e. Payment

Payment for Task 4.2 shall be included in the Task 4 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 4.2 as required in this Scope of Work.

4.3 Final Payment

a. Purpose:

To provide the CITY with the final contract cost and final balance due the Contractor. Also prepare Report of Expenditures including all necessary attachments.

b. Approach:

Following completion of the contract work, CM ENGINEER will determine the final quantities and cost of all outstanding unit price work and all outstanding approved change order work. CM ENGINEER will prepare for the CITY and the Contractor, a final balancing change order quantifying the final contract amount. Contractor will include amount of final balancing change order in submission of last certified application for payment, submitted to CM ENGINEER. Once approved, CM ENGINEER will forward application for payment to the CITY for final approval and processing.

c. Assumptions:

1. There are no outstanding issues or claims.
2. The CITY is responsible for filing Notice of Completion and addressing all subcontractor claims prior to release of final payment.

d. Deliverables

1. Final Pay Estimate including finalized bid items, claims, change orders, punch-list items, and corrected shop drawings.
2. Contractor's last certified application for payment with application certificate.

e. Payment

Payment for Task 4.3 shall be included in the Task 4 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 4.3 as required in this Scope of Work.

4.4 Final Payment

a. Purpose:

To assist City during any future audits of the project.

b. Assumptions:

City may be audited one or more times following project close-out. The City will issue a future task order to pay for support services during any such audits, should they request these services.

c. Deliverables

CM Engineer will participate in the audit process at the City office and provide any and all documentation from the project as requested by the auditors, and attend meetings as needed.

d. Payment

Payment for Task 4.4 shall be included in the Task 4 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 4.4 as required in this Scope of Work.

**Grant
Agreements**

MEASURE R FUNDING AGREEMENT HIGHWAY PROGRAM

This Funding Agreement ("FA") is dated for reference purposes only March 8, 2013, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Lancaster ("Grantee") for SR-138 (SR-14) Avenue K Interchange, LACMTA Project ID# MR330.02 and FTIP# LA0G929. This Project is eligible for funding under Line 38, SR-138 Capacity Enhancements, of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund **DESIGN, PROJECT DEVELOPMENT, RIGHT-OF-WAY, AND CONSTRUCTION** of the SR-138 (SR-14) Avenue K Interchange (the "Project").

WHEREAS, the LACMTA Board, at its September 27, 2012 meeting, programmed \$15,000,000 in Measure R Funds to City of Lancaster for project development, design, right-of-way, and construction of the Project, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$300,000 in Measure R Funds in FY 2012-13; \$600,000 in Measure R Funds in FY 2013-14; \$4,100,000 in Measure R Funds in FY 2014-15; AND \$10,000,000 in Measure R Funds in FY 2016-17. The total designated for project development, design, right-of-way, and construction of the Project is \$15,000,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:


1. Part I - Specific Terms of the FA
2. Part II - General Terms of the FA
3. Attachment A - Project Funding
4. Attachment B - Expenditure Plan Guidelines
Attachment B1 – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C - Scope of Work
6. Attachment D - Reporting and Expenditure Guidelines
7. Attachment D1 - Monthly Progress Report
8. Attachment D2 - Quarterly Expenditure Report
9. Attachment E - Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F - Special Grant Conditions
11. Attachment G - Bond Requirements
12. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  Date: 07/29/13
for Arthur T. Lealy
Chief Executive Officer

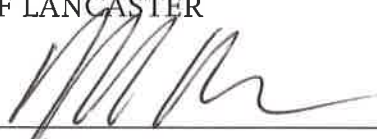
APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel


By:  Date: 5/9/13
Deputy

GRANTEE:

CITY OF LANCASTER

By:  Date: 7-12-13
Mark V. Bozigian
City Manager

APPROVED AS TO FORM:

By:  Date: 7/9/13
~~David R. McEwen~~ Allison F. Burns
City Attorney

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): SR-138 (SR-14) Avenue K Interchange – Design, Project Development, Right-of-Way, and Construction, LACMTA Project ID# MR330.02, FTIP# LA0G929.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
 - 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$15,000,000 (the "Fund") for the Project. LACMTA Board of Directors' action of September 27, 2012 granted the Measure R Funds for the Project. The Funds are programmed over Fiscal Years (FY) FY 2012-13, FY 2013-14, FY 2014-15, and FY 2016-17.
3. This grant shall be paid on a reimbursement basis. Grantee must provide the appropriate supporting documentation with the Monthly Progress Report and the Quarterly Expenditure Report. Grantee Funding Commitment if applicable must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of scope of work.
4. Attachment A the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the Grantee Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. Attachment B1 is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Executive Director of Highway Program in writing. If the LACMTA's Executive Director of Highway Program concurs with such updated Expenditure Plan in writing, Attachment B1 shall be replaced with the new Attachment B1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B1 as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Executive Director of Highway. Any change to the final milestone date must be made by a fully executed amendment to this FA.
6. Attachment C is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a

detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. No later than December 31 of each year, Grantee shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but Grantee believes it can make up the time so as to not impact the final milestone date, Grantee shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D1. In no event can the final milestone date be amended by a Monthly Progress Report.

7. No changes to this FA, including but not limited to the Funds; and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** - the Reporting & Expenditure Guidelines; Grantee shall complete the "Monthly Progress Report and the Quarterly Expenditure Report." The Monthly Progress and Quarterly Expenditure Report are attached to this FA as Attachments D1 and D2 in accordance with Attachment D - Reporting and Expenditure Guidelines.

9. **Attachment E** the "FTIP PROJECT SHEET (PDF)" is attached as Attachment E and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through Measure R must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Grantee shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Grantee will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Grantee is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Grantee fail to meet this date, it may affect Grantee's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Grantee. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by Grantee and approved by LACMTA in writing. Non-material changes are those changes, which do not affect the grant amount, or its schedule, Project Funding, Financial Plan, the Scope of Work, including its schedule.

11. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Teresa Wong, MS 99-22-9.
(213) 922-2854
wongte@metro.net

12. Grantee's Address:

City of Lancaster
Department of Public Works
615 W. Avenue H
Lancaster, CA 93534
Attention: Ray Hunt
(661)945-6860
rhunt@cityoflancasterca.org

13. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as Attachment G to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the date this FA is fully executed and, shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Grantee. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (**Attachment D**), incurred after the FA is executed shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENDED OR TERMINATION

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 6.1 of this FA, and other documents as required, shall satisfy LACMTA invoicing requirements.

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

Re: LACMTA Project ID# MR330.02 and FA# MOU.MR330.02
Project Manager: Teresa Wong, MS 99-22-9

4. USE OF FUNDS:

4.1 Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and Grantee for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, Grantee shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides Grantee with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 Grantee must use the Funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with Grantee's contracting procedures and consistent with State law as appropriate. Grantee will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. Grantee staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: Grantee shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to Grantee Funding Commitment ratio.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Report. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. Grantee must provide detailed supporting documentation with its Monthly Progress and Quarterly Expenditure Report. Grantee Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

6.1 Grantee shall submit the Monthly Progress Report (Attachment D1) within seven (7) days from the last day of each month and submit the Quarterly Expenditure Report (Attachment D2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August. Should Grantee fail to submit such reports

within 10 days of the due date and/or submit incomplete reports, LACMTA will not reimburse Grantee until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, Grantee will still be required to submit the Monthly Progress and Quarterly Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds **\$500,000** in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

6.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Grantee and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for Grantee's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for Grantee's contractors, consultants and suppliers expenditures submitted to LACMTA through Grantee's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require Grantee to return monies to LACMTA, Grantee agrees to return the monies within thirty (30) days after the final audit is sent to Grantee.

6.3 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.4 Grantee shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. Grantee shall cause all contractors to

cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of Grantee and its contractors related to the Project, and shall be allowed to interview any employee of Grantee and its contractors through final payment to the extent reasonably practicable.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 Grantee shall be responsible for ensuring all contractors/subcontractors for the Project comply with the terms of the Ordinance. Grantee shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 Grantee shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subparagraph 31 (whichever is applicable) and the terms and conditions of this FA.

6.10 Grantee shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subparagraph 31 (whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one time only grant of the Measure R Funds are subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS:

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 Grantee shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, Grantee may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board, the North County Transportation Coalition Governing Board. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 Grantee shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by Grantee prior to the execution of this FA (prior to the LACMTA Chief Executive Officer's signature) shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of LACMTA. Grantee Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.

8.5 If Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, Grantee Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

9.1 Grantee must demonstrate timely use of the Funds by:

- (i) executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the

- first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Project Design ,Preliminary Engineering-(PE) must begin within **six (6) months** from completion of environmental clearance, if appropriate.
 - (iii) Project Development or Right-of-Way costs must be expended (including by deposit into a condemnation action) by the end of the **second (2nd) fiscal year** following the year the Funds were first programmed; and
 - (iv) Contracts for Construction or Capital purchase shall be executed within **twelve (12) months** from the date of completion of design; and
 - (v) Work shall be delivered in accordance with schedule, changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee in Attachment C (Scope of Work) of this FA.
 - (vi) submitting the Monthly Progress and Quarterly Expenditure Report as described in Part II, Section 6.1 of this FA; and
 - (vii) expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2012-13 are subject to lapse by June 30, 2017. All Funds programmed for FY 2013 -14 are subject to lapse by June 30, 2018. All Funds programmed for FY 2014 -15 are subject to lapse by June 30, 2019. All Funds programmed for FY 2016 -17 are subject to lapse by June 30, 2021.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, which may require that any reprogrammed funds be returned to the sub-region. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT:

A Default under this FA is defined as any one or more of the following: (i) Grantee fails to comply with the terms and conditions contained herein; or (ii) Grantee fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES:

11.1 In the event of a Default by Grantee, LACMTA shall provide written notice of such Default to Grantee with a 30-day period to cure the Default. In the event Grantee fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to Grantee; and/or (iii) LACMTA may recover from Grantee any Funds disbursed to Grantee as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, Grantee shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of Grantee.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS.

12.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

12.4 Grantee shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section. Grantee's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS:

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority.

13.2 Grantee is obligated, to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to Grantee Funding Commitment ratio) shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with any work performed by and or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this FA. Grantee shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Grantee's obligations under this FA; or (iii) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented

or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 Grantee shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 Grantee agrees that the applicable requirements of this FA shall be included in every contract entered into by Grantee or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 Grantee shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if Grantee ceases to use the software/ITS for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software/ITS, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

13.12 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form in the form of **Attachment F-1**. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.13 If any parking facilities are designed and/or constructed using the Funds, Grantee shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its

implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.14 Grantee will advise LACMTA prior to any key Project staffing changes.

13.15 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.16 Grantee in the performance of the work described in this FA is not a contractor nor an agent or employee of LACMTA. Grantee attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A - PROJECT FUNDING
 Measure R Program - Funding Agreement Projects - FA # MOU.MR330.02
 Project Title: SR-138 (SR-14) Avenue K Interchange Project#:MR330.02
PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS								
SUBTOTAL	\$300,000	\$300,000	\$600,000	\$4,100,000		\$10,000,000	\$15,000,000	100%
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$300,000	\$300,000	\$600,000	\$4,100,000		\$10,000,000	\$ 15,000,000	
	\$300,000	\$300,000	\$600,000	\$4,100,000		\$10,000,000	\$ 15,000,000	100%
OTHER SOURCES OF FUNDING:								
LOCAL:							\$0	0%
STATE:							\$0	0%
FEDERAL:							\$0	0%
PRIVATE OR OTHER:							\$0	0%
OTHER FUNDING SUBTOTAL	\$0	\$0	\$0	\$0			\$0	0%
TOTAL PROJECT FUNDS	\$0	\$300,000	\$600,000	\$4,100,000	\$0	\$10,000,000	\$15,000,000	100%

ATTACHMENT B EXPENDITURE PLAN GUIDELINES

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- o The estimated total cost for each project and program and/or each project or program activity;
- o Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- o The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- o The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- o Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- o A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- o Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- o A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;
- o An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- o The expected completion by month and year of project or program completion.

ATTACHMENT B EXPENDITURE PLAN GUIDELINES

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

Below is an excerpt of AB 2321 (2008, Feuer) the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET
 Measure R Program - Funding Agreement Projects - FA # MOU.MR330.02
 Project Title: SR138 (SR-14) Avenue K Interchange Project#:MR330.02
PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2011-12 Qtr 1	FY 2011-12 Qtr 2	FY 2011-12 Qtr 3	FY 2011-12 Qtr 4	FY 2012-13 Qtr 1	FY 2012-13 Qtr 2	FY 2012-13 Qtr 3	FY 2012-13 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED							\$50,000	\$75,000	\$125,000
PS&E							\$25,000	\$150,000	\$175,000
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total MEASURE R	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$225,000	\$300,000
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$225,000	\$300,000
PROJECT FUNDING FY2011-12 & FY2012-13	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$225,000	\$300,000
SOURCES OF FUNDS	FY 2013-14 Qtr 1	FY 2013-14 Qtr 2	FY 2013-14 Qtr 3	FY 2013-14 Qtr 4	FY 2014-15 Qtr 1	FY 2014-15 Qtr 2	FY 2014-15 Qtr 3	FY 2014-15 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED	\$50,000	\$75,000	\$75,000	\$25,000	\$20,000				\$245,000
PS&E	\$25,000	\$50,000	\$125,000	\$125,000	\$500,000	\$500,000	\$400,000	\$300,000	\$2,025,000
RW Support				\$50,000	\$105,000	\$50,000			\$205,000
Const. Support							\$75,000	\$125,000	\$200,000
RW					\$125,000	\$150,000			\$275,000
Construction							\$500,000	\$1,250,000	\$1,750,000
Total MEASURE R	\$75,000	\$125,000	\$200,000	\$200,000	\$750,000	\$700,000	\$975,000	\$1,675,000	\$4,700,000
SUM PROG LACMTA FUNDS:	\$75,000	\$125,000	\$200,000	\$200,000	\$750,000	\$700,000	\$975,000	\$1,675,000	\$4,700,000
PROJECT FUNDING FY2013-14 & FY2014-15	\$75,000	\$125,000	\$200,000	\$200,000	\$750,000	\$700,000	\$975,000	\$1,675,000	\$4,700,000
SOURCES OF FUNDS	FY 2015-16 Qtr 1	FY 2015-16 Qtr 2	FY 2015-16 Qtr 3	FY 2015-16 Qtr 4	FY 2016-17 Qtr 1	FY 2016-17 Qtr 2	FY 2016-17 Qtr 3	FY 2016-17 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support					\$150,000	\$250,000	\$300,000	\$150,000	\$850,000
RW									\$0
Construction					\$1,500,000	\$2,500,000	\$3,250,000	\$1,900,000	\$9,150,000
Total MEASURE R	\$0	\$0	\$0	\$0	\$1,650,000	\$2,750,000	\$3,550,000	\$2,050,000	\$10,000,000
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$1,650,000	\$2,750,000	\$3,550,000	\$2,050,000	\$10,000,000
PROJECT FUNDING FY2015-16 & FY2016-17	\$0	\$0	\$0	\$0	\$1,650,000	\$2,750,000	\$3,550,000	\$2,050,000	\$10,000,000
SUMMARY OF ALL FUNDS									
PAED	\$50,000	\$75,000	\$75,000	\$25,000	\$20,000	\$0	\$50,000	\$75,000	\$370,000
PS&E	\$25,000	\$50,000	\$125,000	\$125,000	\$500,000	\$500,000	\$425,000	\$450,000	\$2,200,000
RW Support	\$0	\$0	\$0	\$50,000	\$105,000	\$50,000	\$0	\$0	\$205,000
Const. Support	\$0	\$0	\$0	\$0	\$150,000	\$250,000	\$375,000	\$275,000	\$1,050,000
RW	\$0	\$0	\$0	\$0	\$125,000	\$150,000	\$0	\$0	\$275,000
Construction	\$0	\$0	\$0	\$0	\$1,500,000	\$2,500,000	\$3,750,000	\$3,150,000	\$10,900,000
TOTAL MILESTONES	\$75,000	\$125,000	\$200,000	\$200,000	\$2,400,000	\$3,450,000	\$4,600,000	\$3,950,000	\$15,000,000
SUM PROG LACMTA FUNDS	\$75,000	\$125,000	\$200,000	\$200,000	\$2,400,000	\$3,450,000	\$4,600,000	\$3,950,000	\$15,000,000
SUM NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$75,000	\$125,000	\$200,000	\$200,000	\$2,400,000	\$3,450,000	\$4,600,000	\$3,950,000	\$15,000,000

ATTACHMENT C

SCOPE OF WORK

PROJECT TITLE: SR138 (SR-14) Avenue K Interchange

PROJECT LOCATION:

The project is located in the City of Lancaster, at the Avenue K / SR 138 (SR-14) Interchange and surrounding area.

PROJECT LIMITS:

This project limits are on SR 138 (SR-14) between Avenue K-8 and Avenue J-8, on Avenue K between 10th Street West and 20th Street West, and on 15th Street West between Avenue K and Avenue J-8.

NEXUS TO HIGHWAY OPERATION DEFINITION / PROJECT PURPOSE:

The purpose of this project is to improve operational capacity at this interchange and surrounding local streets eliminating congestion and bottlenecks, while improving way-finding and other context sensitive solutions.

PROJECT BACKGROUND:

The City of Lancaster and State of California have realized the need to improve the operational capacity of this interchange. In 2008 the City of Lancaster funded the scoping and beginnings of a project study report only to realize that the costs of improvements were well beyond funding availability. Funding made available through the Measure R SR-138 Capacity Enhancements will improve the interchange, alleviating congestion and enhancing safety.

PROJECT SCOPE:

This project will consist of improvements to the northbound off ramp at Avenue K, possible SR-138 (SR-14) mainline improvements to accommodate off ramp geometric changes (widening/lengthening) and other determined enhancements to alleviate congestion, and significant enhancements on Avenue K and 15th Street West. The proposed improvements include:

- Northbound off ramp geometric enhancement (evaluation of free right onto Avenue K)
- Avenue K and northbound off ramp (15th Street West) signal and intersection modifications
- Modifications at Avenue K-8 overcrossing as needed
- Bike way improvements throughout project area, including Class I Bike path along Amargosa Creek between Avenue K and Avenue J-8
- Avenue K and 10th Street West intersection modifications
- Avenue K gap closure between 10th Street West and 12th Street West
- New medians

- Pedestrian improvements
- Way-finding
- Right-of-way acquisition
- Local street pavement improvements
- Freeway landscape improvements between existing at Avenue K and Avenue L
- Other context sensitive solutions within project area

PROJECT COST:

		% of Cost
Planning	\$ 0,000,000	
PA&ED	\$ 225,000	1.5%
PS&E	\$ 1,825,000	12.2%
Right of Way Support	\$ 150,000	1.0%
Right of Way Acquisition	\$ 200,000	1.3%
Construction Support	\$ 700,000	4.7%
Construction	\$ 11,900,000	79.3%
Total Project Cost	\$ 15,000,000	100%

PROJECT BUDGET:

		% of Budget
METRO	\$ 15,000,000	100%
GRANTEE	\$ 0,000,000	
OTHER FUNDING	\$ 0,000,000	
Total	\$ 15,000,000	100%

MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package	April 2013	April 2013
Solicitation Response	April 2013	April 2013
Evaluations	May 2013	May 2013
Selection	May 2013	May 2013
Board Approval	May 2013	June 2013
Contract Award	June 2013	June 2013
Fully Executed Contract	June 2013	July 2013
PA&ED		
Prepare Environmental Document		
Document Type:		
Scoping		
Technical Studies		
Draft Environmental Document	September 2013	November 2013
Final Environmental Document	December 2013	March 2014
Community Outreach		
Secure Project Approval		
Intelligent Transportation System (ITS)		
Categorical Exemption Filing		
PS&E		
35% PS&E		
General 35% PS&E	September 2013	July 2014
Preliminary Investigations		
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
ADL Review		
Utilities		
Right-of-Way		
Estimating		
Civic Design		
Structural Design		
Intelligent Transportation System (ITS)		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Software Specifications		
Project Review & Comments		
65% PS&E		
General 65% PS&E	July 2014	November 2014
Civil Design Plans		
Right-of-Way Engineering		
Structural Design		
Prepare Project Cost Estimate		
Intelligent Transportation System (ITS)		
Detailed Design		
ITS Drawings		

System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Project Review & Comments		
95% PS&E		
General 95% PS&E	November 2014	February 2015
Civil Design Plans		
Structural Design		
Submittals & Reviews		
Submit Final PS&E	February 2015	April 2015
Outside Agency Review		
RIGH OF WAY SUPPORT		
Certification/Mapping	April 2014	June 2014
Appraisal	June 2014	July 2014
RIGHT OF WAY ACQUISITION		
General Right of Way Acquisition	July 2014	September 2014
Certification/Mapping		
Title Report		
Meet with Property Owners		
Appraisal		
Environmental Investigation		
Closing/Acquire Property/Relocation		
Physical Possession		
Remediation		

CON

CONSTRUCTION MILESTONES:

	START DATE	COMPLETION DATE
Solicitation (Bid/Proposal)		
Develop Solicitation Package	April 2015	May 2015
Contract Award	June 2015	June 2015
Fully Executed Contract	June 2015	July 2015
Other Construction Activities		
Construction Start	August 2015	August 2015
Construction Completion	December 2016	December 2016
Other (Project Closure)	January 2017	March 2017

ATTACHMENT C -Location Map(s)



SR-138 Capacity Enhancements FA - ATTACHMENT D REPORTING & ADMINISTRATIVE GUIDELINES

REPORTING PROCEDURES

- Monthly Progress Report (Attachment D1) and Quarterly Expenditure Report (Attachment D2) are required for all projects. The Grantee shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Grantee will submit the reports to the LACMTA at **P.O. Box 512296, Los Angeles, CA 90051-0296**. Please note that letters or other forms of documentation may not be substituted for this form.
- The Monthly Progress Report and the Quarterly Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Grantees are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Measure R allocation update process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Monthly Progress Report is due to the LACMTA as soon as possible on the last day of each month. The Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project’s final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (MOU Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.

SR-138 Capacity Enhancements FA - ATTACHMENT D

REPORTING & ADMINISTRATIVE GUIDELINES

- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the Grantee for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the Grantee prior to the execution of the MOU, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- The MOU is considered executed when the LACMTA Chief Executive Officer or her designee signs the document.

DEFINITIONS

- Local Participation: Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
 - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
 - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
 - Donations of volunteer services dedicated to the project.
 - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- In-eligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered in eligible.

LACMTA
 SR-138 Capacity Enhancements Funding Agreement - ATTACHMENT D1
 MONTHLY PROGRESS REPORT

Grantees To Complete	
Invoice #	
Invoice Date	
FA#	
Monthly Report #	

GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO
 P.O. Box #512296, Los Angeles, CA 90051-0296 after the close
 of each month. Please note that letters or other forms
 of documentation may not be substituted for this form. Refer to the
 Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

MONTHLY REPORT SUBMITTED FOR: Month: _____ Year: _____

DATE SUBMITTED: _____

LACMTA Area Team Representative / Project Mgr.	Name:	
	Department:	
	Phone Number:	
	e-mail:	
GRANTEE Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	e-mail:	

LACMTA
 SR-138 Capacity Enhancements Funding Agreement - ATTACHMENT D1
 MONTHLY PROGRESS REPORT

SECTION 3 : MONTHLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES BELOW.

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA S

FA Milestones	Original FA Start Date in Scope of Work (Month/Year) a	Original FA End Date in Scope of Work (Month/Year) b	LACMTA Approved Changes (Months) c	LACMTA Approved Completion Schedule d=b+c	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year) e	Schedule Variance (Months) f=e-d
SOLICITATION (BID/PROPOSAL)									
Develop Solicitation Package									
Solicitation Response									
Evaluations									
Selection									
Board Approval									
Contract Award									
Fully Executed Contract									
PLANNING									
Prepare Concept Report									
Prepare Feasibility Study									
Prepare Project Study Report									
Intelligent Transportation									
Feasibility Study									
Concept Exploration									
OTHER: (Please specify)									
Preliminary Design									
Prepare Detailed Design Plans									
Prepare Detailed Construction									
Prepare Project Cost Estimate									
Intelligent Transportation									
Concept of Operations									
System Requirements									
High Level Design									
PA&ED									
Prepare Environmental Scoping									
Technical Studies									
Draft Environmental									
Final Environmental									
Community Outreach									
Secure Project Approval									
Intelligent Transportation									
Categorical Exemption									
OTHER: (Please specify)									
PS&E									
35% PS&E									
Preliminary Investigations									
Preliminary Foundation									
Geometric Drawings									
Bridge Type Selection									
ADL Review									
Utilities									
Right-of-Way									
Estimating									
Civic Design									
Structural Design									
Intelligent Transportation									
Detailed Design									
ITS Drawings									
System Plans									
Communications Plans									
Systems Integrations Plans									
Equipment Specifications									
Software Specifications									
Project Review & Comments									
65% PS&E									
Civil Design Plans									
Right-of-Way Engineering									
Structural Design									
Prepare Project Cost									
Intelligent Transportation									
Detailed Design									
ITS Drawings									
System Plans									
Communications Plans									
Systems Integrations Plans									
Equipment Specifications									
Software Specifications									
Project Review & Comments									

LACMTA
 SR-138 Capacity Enhancements Funding Agreement - ATTACHMENT D1
 MONTHLY PROGRESS REPORT

FA Milestones	Original FA Start Date In Scope of Work (Month/Year) a	Original FA End Date in Scope of Work (Month/Year) b	LACMTA Approved Changes (Months) c	LACMTA Approved Completion Schedule d=b+c	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year) e	Schedule Variance (Months) f=e-d
95% PS&E									
Civil Design Plans									
Structural Design									
Intelligent Transportation									
Detailed Design									
ITS Drawings									
System Plans									
Communications Plans									
Systems Integrations Plans									
Equipment Specifications									
Software Specifications									
Submittals & Reviews									
Submit Final PS&E									
Outside Agency Review									
OTHER: (Please specify)									
ROW									
Certification/Mapping									
Title Report									
Meet with Property Owners									
Appraisal									
Environmental Investigation									
Closing/Acquisition/Relocation									
Physical Possession									
Remediation									
Third Party Coordination									
UTILITY RELOCATION									
Third Party Coordination									
Design Utilities									
Relocate Utilities									
OTHER: (Please specify)									

LACMTA
 SR-138 Capacity Enhancements Funding Agreement - ATTACHMENT D1
 MONTHLY PROGRESS REPORT

FA Milestones	Original FA Start Date In Scope of Work (Month/Year) a	Original FA End Date In Scope of Work (Month/Year) b	LACMTA Approved Changes (Months) c	LACMTA Approved Completion Schedule d=b+c	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year) e	Schedule Variance (Months) f=e-d
CONSTRUCTION									
Solicitation (Bid/Proposal)									
Develop Solicitation Package									
Solicitation Response									
Evaluations									
Selection									
Board Approval Process									
Contract Award									
Fully Executed Contract									
Excavation									
Clear/Grub									
Survey									
Sample Borings									
Grading									
Compaction									
Drainage									
Environmental									
Hazardous Materials Handling									
Arhaeological									
Air Quality Monitoring									
Concrete									
Form Work									
Rebar Placement									
Imbeds									
Testing									
Finishing									
Traffic Control									
TMP									
Structural									
False Work									
Iron Placement									
Pole Placement									
Utilities									
DWP									
SCE									
LADOT									
Materials									
Long-Lead Equipment									
Staging									
Material Lay Down Area									
Signage									
Electrical									
Power U/G Communications									
A/G Testing/Acceptance									
Landscape									
Clearing									
Planting									
Plant Establishment									
Irrigation									
Testing									
Change Orders									
P.O. Processing Time									
Weather									
Third Party Issues									
Strike Labor Walk Outs									
Force Majeure									
Claims									
Intelligent Transportation System									
Hardware / Software									
Equipment Installations									
Software Development									
Systems Integration									
Device Testing									
Subsystem Verification									
System Verification									
Final Systems Acceptance									
OTHER: (Please specify)									

LACMTA
 SR-138 Capacity Enhancements Funding Agreement - ATTACHMENT D1
 MONTHLY PROGRESS REPORT

2. PROJECT COMPLETION

Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- Ahead of original FA schedule
- On schedule per original FA schedule
- Between 12-24 months behind original schedule
- Less than 12 months behind original schedule
- More than 24 months behind original schedule

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this month.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this month). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous months, please indicated by writing "Same as Previous Month"

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

Issue(s)	Targeted Resolution/Response Date

6. COST SUMMARY

FA Milestones	Project Budget g	LACMTA Approved Changes h	Current Approved Budget i=g+h	Expenditures to Date j	Estimate At Completion k	Cost Variance l=k-i	Cost Variance	Percent Completed By Dollar Amount
PLANNING								
PA&ED								
PS&E								
ROW Support								
ROW								
CONSTRUCTION Support								
CONSTRUCTION								

7. RISK MANAGEMENT PLAN / PROJECT RISK REGISTER

This Risk Register shall include a listing of potential project risks. Identify project risks and provide a description of individual risk events or unplanned events that may occur and the estimated outcome or impact to

Risk Category	Risk Event	Risk Potential (Low/Medium/High)	Risk Mitigation Strategies	Action	Outcome
Environmental					
Planning					
Design					
ROW					
Construction					
Bid/Award					
Third Party					

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature _____

Date _____

Name _____

Title _____

**SR-138 Capacity Enhancements - Funding Agreement - ATTACHMENT D2
 QUARTERLY EXPENDITURE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Quarterly Report #	

**GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO
 P.O. Box #512296, Los Angeles, CA 90051-0296** after the close
 of each quarter, but no later than November 30, February 28,
May 31 and August 31. Please note that letters or other forms
 of documentation may **not** be substituted for this form. Refer to the
 Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Measure R Grant \$	LACMTA Prop C 25% \$	Other Funding %	Total \$
Project Quarter Expenditure				
This Quarter Expenditure				0
Retention Amount				0
Net Invoice Amount (Less Retention)				0
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				0
Total Project Budget				0
% of Project Budget Expended to Date				0
Balance Remaining				0

LACMTA

**SR-138 Capacity Enhancements - Funding Agreement - ATTACHMENT D2
QUARTERLY EXPENDITURE REPORT**

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

- Fiscal Year :** 2011-2012 2012-2013 2013-2014 2014-2015
 2015-2016 2016-2017 2017-2018 2018-2019
- Quarter :** Q1: Jul - Sep Q2: Oct - Dec
 Q3: Jan - Mar Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA Area Team Representative / Project Mgr.	Name:	
	Area Team:	
	Phone Number:	
	e-mail:	

GRANTEE Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	e-mail:	

LACMTA

**SR-138 Capacity Enhancements - Funding Agreement - ATTACHMENT D2
QUARTERLY EXPENDITURE REPORT**

SECTION 3 : PROGRESS REPORT

1. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

2. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

3. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

**SR-138 Capacity Enhancements - Funding Agreement - ATTACHMENT D2
 QUARTERLY EXPENDITURE REPORT**

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
TOTAL				

Notes:

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
 ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
 ACH Request Forms can be found at www.metro.net/callforprojects.
 Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature

Date

Name

Title

**Los Angeles Metropolitan Transportation Authority
2013 Federal Transportation Improvement Program (\$000)**

TIP ID: LA0G929		Implementing Agency: Lancaster, City of																																																																																	
<p>Project Description: SR138 (SR-14) Avenue K Interchange. Project will include modifications to the northbound off ramp intersection at Avenue K and 15th Street West and off ramp geometric enhancements. On Avenue K, project will include intersection modifications at Avenue K and 10th Street West and gap closure on Avenue K between 10th Street West and 12th Street West. Bike way improvements along Amargosa Creek between Avenue K and Avenue J-8 and freeway landscape improvements.</p> <p>System: State Hwy Route 14 Postmile: 66.73 to 66.73 Distance: 0 Phase: Environmental Document/Pre-Design Phase (PAED) Completion Date 03/31/2017</p>																																																																																			
<p>SCAG RTP Project #: Study: N/A Is Model: Model #: PM: Ray Hunt - (661) 945-8860 Email: rhunt@cityoflancasterca.org LS: N LS GROUP#: Conformity Category: TCM</p>		<p>Air Basin: MDAB Enviro Doc: FINAL ENVIRONMENTAL IMPACT REPORT - 03</p>																																																																																	
<p>Lane # Extd: Lane # Prop: Imprv Desc:</p>		<p>Uza: Sub-Area: Sub-Region: Lancaster-Palmdale</p>																																																																																	
<p>Toll Rate: Toll Colc Loc: Toll Method: Hov acs eg loc:</p>		<p>CTIPS ID: EA #: PPNO:</p>																																																																																	
<p>Program Code: CAN71 - NEW INTERCHAGE WITH RAMP METERS/HOV BYPASS:NRS</p>																																																																																			
		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>PHASE</th> <th>PRIOR</th> <th>12/13</th> <th>13/14</th> <th>14/15</th> <th>15/16</th> <th>16/17</th> <th>17/18</th> <th>BEYOND</th> <th>TOTAL</th> </tr> </thead> <tbody> <tr> <td>Measure R</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>PE</td> <td>\$300,000</td> <td>\$550,000</td> <td>\$1,720,000</td> <td></td> <td>\$0</td> <td></td> <td></td> <td>\$2,570,000</td> </tr> <tr> <td></td> <td>RW</td> <td>\$0</td> <td>\$50,000</td> <td>\$430,000</td> <td></td> <td>\$0</td> <td></td> <td></td> <td>\$480,000</td> </tr> <tr> <td></td> <td>CON</td> <td>\$0</td> <td>\$0</td> <td>\$1,950,000</td> <td></td> <td>\$10,000,000</td> <td></td> <td></td> <td>\$11,950,000</td> </tr> <tr style="background-color: #cccccc;"> <td></td> <td>SUBTOTAL</td> <td>\$300,000</td> <td>\$600,000</td> <td>\$4,100,000</td> <td></td> <td>\$10,000,000</td> <td></td> <td></td> <td>\$15,000,000</td> </tr> <tr style="background-color: #cccccc;"> <td></td> <td>TOTAL</td> <td>\$300,000</td> <td>\$600,000</td> <td>\$4,100,000</td> <td></td> <td>\$10,000,000</td> <td></td> <td></td> <td>\$15,000,000</td> </tr> <tr> <td colspan="2"></td> <td colspan="2"> <p>TOTAL PE: \$2,570,000</p> </td> <td colspan="2"> <p>TOTAL RW: \$480,000</p> </td> <td colspan="2"> <p>TOTAL CON: \$11,950,000</p> </td> <td colspan="2"></td> </tr> </tbody> </table>		PHASE	PRIOR	12/13	13/14	14/15	15/16	16/17	17/18	BEYOND	TOTAL	Measure R											PE	\$300,000	\$550,000	\$1,720,000		\$0			\$2,570,000		RW	\$0	\$50,000	\$430,000		\$0			\$480,000		CON	\$0	\$0	\$1,950,000		\$10,000,000			\$11,950,000		SUBTOTAL	\$300,000	\$600,000	\$4,100,000		\$10,000,000			\$15,000,000		TOTAL	\$300,000	\$600,000	\$4,100,000		\$10,000,000			\$15,000,000			<p>TOTAL PE: \$2,570,000</p>		<p>TOTAL RW: \$480,000</p>		<p>TOTAL CON: \$11,950,000</p>			
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<p>- General Comment: Project is in the pre design phase. Project will be funded through the Measure R SR-138 Capacity Enhancements. - Mdoling Comment: New project. - TCM Comment: - Narrative: New Project</p>																																																																																			
<p>MR: ► Add funds in 12/13 in ENG for \$300,000 ► Add funds in 13/14 in ENG for \$550,000, ROW for \$50,000 ► Add funds in 14/15 in ENG for \$1,720,000, ROW for \$430,000, CON for \$1,950,000 ► Add funds in 16/17 in CON for \$10,000,000 Total project cost \$15,000,000</p>																																																																																			
Last Revised Amendment 13-50 - Submitted		<p>Change reason: New project</p>																																																																																	
		<p>Total Cos \$15,000,000</p>																																																																																	

ATTACHMENT F SPECIAL GRANT CONDITIONS

LACMTA has asked the North County Transportation Coalition (NCTC) Governing Board to provide program administration and project development and oversight over the Project in conjunction with LACMTA. In order to do so, the NCTC shall obtain a copy from LACMTA or through LACMTA's Project Database of each Monthly Progress Report (Attachment D1) and Quarterly Expenditure Report (Attachment D2) at the time Grantee submits the reports to LACMTA. The NCTC, through the Monthly Progress Reports, shall monitor progress of the Project schedule and budget and provide periodic reports to LACMTA on the status of the Project. The NCTC shall also monitor and report to LACMTA on overall program-level schedule and budget to identify and evaluate any problems that may result in Project delays or cost overruns.

The Monthly Progress Reports (Attachment D1) shall include, but are not limited to, Project progress, use of funds during the previous month, the milestones progress vs. costs, risk management plan, expenditures to date, funds committed and forecast at completion, updated Project schedule vs. Project baseline and identifying any major problems and proposed solutions. If a potential cost overrun is identified, the monthly report must detail the cost overrun and provide a recovery proposal.

The Quarterly Expenditure Reports (Attachment D2) provided by the Grantee to LACMTA shall be used by the NCTC for monitoring and reporting program expenditures to LACMTA.

For modifications that affect the terms of this FA, such as changes to project funding, scope or schedule, Grantee must obtain evidence of NCTC concurrence to modifications before formally requesting LACMTA for an amendment to this FA in writing.

ATTACHMENT G: BOND REQUIREMENTS

The provisions of this Attachment G apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each monthly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment G and notify LACMTA of such designations.

EXHIBIT “2”

SCHEDULE

A. Task Order 1 – Schedule

EXHIBIT 2: SCHEDULE

Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than three (3) calendar days following issuance of Notice to Proceed. It is anticipated that performance of the work will be completed thirty (30) after the contract completion date for PWCP 21-011 - SR-138 (SR-14) Avenue K Interchange Improvements Phase 1 Recycled Water Line. In no event shall performance of the work be completed later than ninety (90) days after the contract completion date for PWCP 21-011 without the prior written authorization of the City. If Consultant fails to complete the work in this time period, City may avail itself of any and all remedies provided for in this Agreement.

EXHIBIT “3”

FEE SCHEDULE

The Consultant shall maintain separate costs and shall identify the specific costs. The costs under this task order shall include:

A. Task Order 1 – Fees Schedule

EXHIBIT 3: FEE SCHEDULE*

TASK NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICES\$	TOTAL PRICES\$
1.	Construction Management General Services	1	LS	\$25,810.00	\$25,810.00
2.	Construction Management Services	1	LS	\$62,420.00	\$62,420.00
3.	Construction Inspection Services	1	LS	\$170,635.00	\$170,635.00
4.	Construction Closeout Activities	1	LS	\$12,940.00	\$12,940.00
TOTAL COST NOT TO EXCEED					\$271,805.00

TOTAL COST AMOUNT WRITTEN IN Two Hundred seventy one thousand, eight hundred five dollars.

*Payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Construction Management and Inspection Services as required in Exhibit 1. No separate payments shall be made for hourly rates, minimums, travel/mileage, subconsultants, outside services, preparation, per diem, reviews/signature, postage/freight, reproduction, etc.; unit prices as shown on EXHIBIT 3 shall be all-inclusive.

** Hours are for progress tracking purposes only. This is a lump sum not to exceed contract to provide services as described in Exhibit 1, complete. Additional hours and associated costs will only be considered for change in scope and must be authorized in writing prior to expenditure

PROPOSED FEE

The following fee estimate is based on 100 calendar days of construction duration, and consulting services extending for an additional 30 calendar days after completion of construction as specified in the RFP.

Welding and Geotechnical testing has been assumed to take place every other day, and the fee estimate proposed is based on 35 working days of field welding inspection and 35 working days of Geotechnical inspection.

Proposed fee for the construction survey and staking has been included under Task 3.

Tasks:	Resident Engineer/ Program Manager: Hourly Rate: \$185	Office Engineer: Hourly Rate: \$130	Assistant Office Engineer: Hourly Rate: \$115	General Field Observation: Hourly Rate: \$110	Welding Inspection: Hourly rate: \$120	Geotechnical Inspection: Hourly Rate:	Construction Staking: (L.S.):	Clerical & Admin: Hourly Rate: \$60	Sub Task Sub Totals
Task 1: Construction Management Services									
1.1 - Project Control System Development	11	2						6	\$2,655
1.2 - Weekly, Monthly Project Progress Meetings and Reports	35	11	7					29	\$10,450
1.3 - Document Management Systems	3	4							\$1,075
1.4 - Sub-Consultant Management	22	7						12	\$5,700
1.5 - Construction Management Plan	5	3						4	\$1,555
1.6 - Pre-construction Walk Through	3	16	12					6	\$4,375
Task 1 Subtotals:	\$14,615	\$5,590	\$2,185					\$3,420	\$25,810

Tasks:	Resident Engineer/ Program Manager: Hourly Rate: \$185	Office Engineer: Hourly Rate: \$130	Assistant Office Engineer: Hourly Rate: \$115	General Field Observation: Hourly Rate: \$110	Welding Inspection: Hourly rate: \$120	Geotechnical Inspection: Hourly Rate:	Construction Staking: (L.S.):	Clerical & Admin: Hourly Rate: \$60	Sub Task Sub Totals
Task 2: -Construction Management Services									
2.1 - Preconstruction Conferences	11	3	3					3	\$2,950
2.2 - Communications and Correspondence	10	6	24					14	\$6,230
2.3 - Project Changes and Construction Change Order Management	16	3	3					6	\$4,055
2.4 - Monthly Construction Progress Reports	21	4						12	\$5,125
2.5 - Schedule Monitoring	18	3						5	\$4,020
2.6 - Cost Monitoring	18	3						3	\$3,900
2.7 - Progress/Coordination Meetings	22	6						15	\$5,750
2.8 - Monthly Construction Progress Reports	3	4	6					9	\$2,305
2.9 - Safety	48	7							\$9,790
2.10 - Submittal Management and Review	6	7						6	\$2,380
2.11 - Request for Information (RFI) Management and Review	14		14					10	\$4,800
2.12 - Document Management	16		50					14	\$9,550
2.13 - Review Certified Payrolls	3	5					\$62,420	6	\$1,565
Task 2 Subtotals:	\$38,110	\$6,630	\$11,500			\$62,420		\$6,180	\$62,420

Tasks:	Resident Engineer/ Program Manager: Hourly Rate: \$185	Office Engineer: Hourly Rate: \$130	Assistant Office Engineer: Hourly Rate: \$115	General Field Observation: Hourly Rate: \$110	Welding Inspection: Hourly rate: \$120	Geotechnical Inspection: Hourly Rate:	Construction Staking: (L.S.):	Clerical & Admin: Hourly Rate: \$60	Sub Task Sub Totals
TASK 3 - Construction Inspection Services									
3.1 - Inspection and Documentation		24	14	580	280		L.S. (\$10,000.00)		\$112,130
3.2 - Material Testing, Construction Testing & Quality Assurance Program (QAP)						* SEE A (\$39,820.00)			\$39,820
3.3 - Review and Maintain "As Constructed Schedule"	8	6	8					9	\$3,720
3.4 - Maintain Photographic and Video Records of Construction Progress	8	12	14					11	\$5,310
3.5 - Review and Maintain "As Built" Drawings	12	7	8						\$4,050
3.6 - Final Inspection and Punch List	9	12						3	\$3,405
3.7 - Final Acceptance-Punch List Assistance	6	7						3	\$2,200
Task 3 Subtotals:	\$7,955	\$8,840	\$5,060	\$63,800	\$33,600	\$39,820	\$10,000	\$1,560	\$170,635

Tasks:	Resident Engineer/ Program Manager: Hourly Rate: \$185	Office Engineer: Hourly Rate: \$130	Assistant Office Engineer: Hourly Rate: \$115	General Field Observation: Hourly Rate: \$110	Welding Inspection: Hourly rate: \$120	Geotechnical Inspection: Hourly Rate:	Construction Staking: (L.S.):	Clerical & Admin: Hourly Rate: \$60	Sub Task Sub Totals
TASK 4 - Construction Closeout Activities									
4.1 - Contract Closeout	16	12						9	\$5,060
4.2 - Project As-Built Drawings	12	9							\$3,390
4.3 - Final Payment, Final Report of Expenditure Checklist	16	9						6	\$4,490
4.4 - Audit Support	T & M AS NEEDED (Cost TBD)								
Task 4 Subtotals:	\$8,140	\$3,900	\$0					\$900	\$12,940
Total:	\$68,820	\$24,960	\$18,745	\$63,800	\$33,600	\$39,820	\$10,000	\$12,060	\$271,805

Notes:

- A. See attached Geotechnical proposal.



Sladden Engineering

45090 Golf Center Parkway, Suite F, Indio, CA 92201 (760) 863-0713
6782 Stanton Avenue, Suite C, Buena Park, CA 90621 (714) 523-0952
450 Egan Avenue, Beaumont, CA 92223 (951) 845-7743
www.Sladdenengineering.com

October 27, 2021

SBE 21-10-141

DMR TEAM, Inc.
9536 Topanga Canyon Boulevard
Chatsworth, California 91311

Project: SR-138 (SR-14) Avenue K Interchange Improvements
Phase 1 Recycled Waterline Project
Lancaster, California
Public Works Construction Project No. 21-011

Subject: Proposal for Compaction Testing Services

We are pleased to submit the following proposal to provide the compaction testing services as outlined herein during the initial phase of the proposed Avenue K recycled waterline project. The project alignment is located along Avenue K extending west from 10th Street to just east of 15th Street in the City of Lancaster, California. The proposed scope described herein and the associated fees for our services are based upon our correspondence regarding the project scheduling and our understanding of the proposed construction.

SCOPE OF SERVICES:

Services would include field testing and material sampling during recycled waterline installation. Compaction testing services would be performed on an intermittent basis as needed. Testing services will include material sampling, field compaction testing and the associated laboratory testing necessary to evaluate (and document) compliance with the project specifications. Testing will be performed in accordance with appropriate Caltrans and/or ASTM standards.

FEES:

The fees for testing services will be dependent on contractor scheduling and project sequencing. Fees will be invoiced at the following hourly rates. Field technician's time will be invoiced in two-hour increments. Per company policy all unpaid balances are due in full upon completion of the formal report. **It is our understanding that this is a prevailing wage project.**

Field Technician (Prevailing Wage)\$115.00/hour
Principal Engineer.....\$200.00/hour

Testing of recycled waterline trench backfill
30 days at 8 hours per day / 240 hrs @ \$115.00/hr.....\$27,600.00

Testing of street subgrade, base material and asphalt (if required)
5 days at 8 hours per day /40 hrs @ \$115.00/hr.....\$4,600.00

FEES:

Based upon the assumed construction scheduling, the total fees for testing and observation during are approximately.....\$32,200.00

These estimated fees are based upon the preliminary project scheduling information provided. Once the actual construction schedule becomes available, we can provide more representative fee estimates. Billing will be based upon the actual time required to provide adequate testing services. With efficient contractor performance and scheduling, these fees can be limited.

Laboratory testing will be performed as dictated by soil conditions and jurisdictional requirements and will be invoiced on a per test basis. **Total fees for laboratory testing are estimated to be less than \$3,000.00.** The costs for individual tests are indicated below.

Maximum density/Optimum moisture (Method A-4")	\$ 150.00/each
Maximum density/Optimum moisture (Method C-6")	\$ 175.00/each
Asphalt Extraction Gradation	\$ 185.00/each

Report preparation and engineering review will depend upon jurisdiction requirements and will be invoiced based upon fee schedule rates. **Fees for report preparation and engineering review are anticipated to be less than \$1000.00.**

Total estimated fees.....\$36,200.00

If there are any questions regarding this proposal or additional information becomes available that may assist in refining the cost estimate provided herein, please contact the undersigned. Please review and initial the attached Terms and Conditions rev 3.0 dated 2/09 as they form part of this agreement. **Additional work required to respond to governmental agency comments will be billed at fee schedule rates in effect at time of work. Reimbursable expenses incurred will be billed at cost plus 15%.** Upon acceptance of this proposal, please sign one copy and return it to our office as authorization to proceed.



August 28, 2021

RE: FEE RATE - ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE TERM OF JULY 2021 TO JUNE 2023

We appreciate to have been selected as part of the City's construction management and inspection team. DMR Team, Inc. (DMR), is pleased to submit our consulting team's fee rate below as requested.

Function	Hourly Rate
Resident Engineer/ Program Manager	\$185.00
Office Engineer	\$130.00
Assistant Office Engineer	\$115.00
Concrete, Masonry, Rebar, Epoxy, Anchor Bolt, Wood Framing Inspections	\$120.00
Structural steel, Deputy Welding, Erection, Bolting, Plant Fabrication Inspections	\$120.00
General Field Observation	\$110.00
Geotechnical, Soils & Material Testing	Cost + 10% Admin Fee (See Attached Sladden Engineering Fee Rate)
Clerical & Admin	\$60.00

Our team of professionals stands ready and eager to assist the City of Lancaster with its construction management needs. Should you have any questions, please don't hesitate to contact the undersigned.

Respectfully,

Sam Talebian

Sam Talebian, PE, MSCE, A-Lic. Engineering Contractor
President
9536 Topanga Canyon Blvd.
Chatsworth, CA 91311
(310) 384-5575



Sladden Engineering

45090 Golf Center Parkway, Suite F, Indio, California 92201 (760) 863-0713
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450 Egan Avenue, Beaumont, CA 92223 (951) 845-7743 Fax (951) 845-8863
www.sladdenengineering.com

2021 SCHEDULE OF FEES

GENERAL SCOPE OF SERVICES

Sladden Engineering provides professional services in the field of soil mechanics, geology, foundation design and earthwork engineering in accordance with generally accepted practices at the time of service. No warranty, either expressed or implied, is granted as a part of the performance of our work. Sladden Engineering does not provide services related to construction safety and shall be held harmless from any liability related to safety issues.

In the event that the client requests termination of work prior to completion, we reserve the right to complete (at the client's expense) any analysis or testing considered necessary to complete our records and protect our professional reputation.

PROFESSIONAL SERVICES

Principal Engineer/Geologist	\$200.00 per hour
Principal Engineer/Geologist (Expert Witness)	\$300.00 per hour
Project Engineer/Geologist	\$150.00 per hour
Staff Engineer/Geologist	\$120.00 per hour

TESTING AND INSPECTION SERVICES

Soil Technician	\$95.00 per hour
Senior Soil Technician	\$100.00 per hour
Soil Technician – Prevailing Wage	\$115.00 per hour
Deputy Grading Inspector	\$99.00 per hour
Special Inspection	\$95.00 per hour
Special Inspection – Prevailing Wage	\$120.00 per hour
Administration/Secretarial	\$75.00 per hour
Report Preparation	\$95.00 per hour
Travel Time	\$95.00 per hour

TESTING AND INSPECTION SERVICES (NIGHTS* AND WEEKENDS)

Soil Technician	\$142.50 per hour
Soil Technician – Prevailing Wage	\$172.50 per hour
Special Inspection	\$142.50 per hour
Special Inspection – Prevailing Wage.....	\$180.00 per hour
Deputy Grading Inspector	\$148.50 per hour
Travel Time	\$142.50 per hour

*5:00PM – 7:00AM

** Sunday and Holidays Double Time

Minimum Charges: A minimum of two hours will be charged for field testing and show up time even if no testing is performed. Reimbursable expenses incurred will be billed at cost plus 15%.

Cancellation Charges: A minimum of four hours at the applicable billing rate will be charged for cancellations received within 12 hours of scheduled testing/inspection.

Prices are subject to change without notice.

Any increase to the Statewide general prevailing wage determination will be added to the above listed prevailing wage rate.

LABORATORY TESTING (ASTM / CALTRANS) & FIELD SERVICES

Maximum Density/Optimum Moisture (ASTM 1557 - Method A)	\$150.00 per test
Maximum Density/Optimum Moisture (ASTM 1557 - Method C)	\$175.00 per test
Maximum Density/Optimum Moisture (California Impact)	\$175.00 per test
Maximum Density/Theoretical (Reis Method)	\$125.00 per test
Sieve Analysis (without 200 wash)	\$100.00 per test
Sieve Analysis (with 200 wash)	\$120.00 per test
Expansion Index (UBC 18-2)	\$135.00 per test
R-Value Determination	\$275.00 per test
Sand Equivalent (Average of three)	\$110.00 per test
Liquid Limit	\$75.00 per test
Plastic Limit	\$75.00 per test
Plasticity Index (Liquid limit & Plastic limit)	\$140.00 per test
Direct Shear Test	\$225.00 per test
Marshall Max A/C/HVEEM Max	\$180.00 per test
Soluble Sulfate Content Determination	\$60.00 per test
Resistivity Testing	\$85.00 per test
Corrosion Series Determination	\$160.00 per test
Asphalt Extraction Gradation	\$185.00 per test
Concrete, Grout, Mortar Compression Tests.....	\$35.00 per test
Core and Shotcrete Compression Tests	\$35.00 per test
Lab Technician Sample Preparation	\$95.00 per hour
Excavator with Operator	\$150.00 per hour

STAFF REPORT
City of Lancaster

CC 10
12/14/2021
JC

Date: December 14, 2021

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services
Chenin Dow, Senior Manager – Real Estate & Economic Development
Christopher Aune, Housing Manager – Real Estate & Economic Development

Subject: **Grant Agreement with the Department of Housing & Urban Development (HUD) for Home American Rescue Plan Funds (HOME-ARP)**

Recommendations:

1. Authorize the City Manager or his designee to sign the 2021 HOME Investment Partnerships-American Rescue Plan (HOME-ARP) Grant Agreement with HUD.
2. Appropriate HOME-ARP funds in the amount of \$2,450,524.00 to Account No. 399-4792-700, for expenditure in accordance with the HOME-ARP Program.
3. Authorize the City Manager or his designee to enter into contracts to administer and implement the HOME-ARP program, in a form approved by the City Attorney.
4. Authorize the City Manager or his designee to proceed with next steps to create a HOME Allocation Plan and an amendment to the City 2021-2022 CDBG/HOME Annual Action Plan.

Fiscal Impact:

None. The activity delivery costs will be fully funded by the grant.

Background:

The City of Lancaster qualified for an annual HOME Program allocation for Fiscal Year (FY) 2021; thus, the City also received an allocation of HOME-ARP funds as part of the American Rescue Plan Act of 2021 in the amount of \$2,450,524.00.

HOME-ARP funds must be used for individual or families from the following qualifying populations: homeless; at-risk of homelessness; fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; other populations where providing assistance would prevent the family's homelessness or would serve those with the greatest risk of

housing instability; and veterans and families that include a veteran family members that meet one of the preceding criteria.

HOME-ARP funds can be used for four eligible activities:

1. Production or preservation of affordable housing
2. Tenant-based rental assistance
3. Supportive services, including homeless prevention services and housing counseling services
4. The purchase or development of non-congregate shelter for individuals and families experiencing homelessness.

As a Participating Jurisdiction (PJ), the City may use up to five percent of its total award, or approximately \$122,526.20, for administrative and planning costs once the grant agreement has been signed and returned to HUD's designated field office. Once the City has completed a HOME-ARP Allocation Plan that is approved by HUD, the additional administrative funds of the award will become available.

The above-referenced HOME-ARP allocation plan and an amendment to the FY 2021 Annual Action Plan describing the proposed use of funds will be required by HUD. Over the next several months, City staff will work with community partners, obtain input from the public, and develop an allocation plan to determine the breakdown of funding and uses of funds. This plan will be brought before the Council for approval in a separate action.

For your review is the HOME Investment Partnerships-American Rescue Plan (HOME-ARP) Grant Agreement.

CA/sk

Attachment:
HOME-ARP Grant Agreement

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act
Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name and Address Lancaster 44933 North Fern Avenue Lancaster, CA 93534	2. Grant Number (Federal Award Identification Number (FAIN)) M21-MP060567	
	3a. Tax Identification Number 953213004	3b. Unique Entity Identifier (formerly DUNS) 151324167
	4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030

6. Previous Obligation (Enter "0" for initial FY allocation)	\$0
a. Formula Funds	\$

7. Current Transaction (+ or -)	\$2,450,524.00
a. Administrative and Planning Funds Available on Federal Award Date	\$122,526.20
b. Balance of Administrative and Planning Funds	\$245,052.40
c. Balance of Formula Funds	\$2,082,945.40

8. Revised Obligation	\$
a. Formula Funds	\$

9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input type="checkbox"/> Attached	10. Federal Award Date (HUD Official's Signature Date) 09/20/2021
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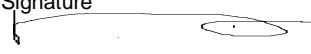

11. Indirect Cost Rate*	12. Period of Performance Date in Box #10 - 09/30/2030															
<table border="1"> <thead> <tr> <th>Administering Agency/Dept.</th> <th>Indirect Cost Rate</th> <th>Direct Cost Base</th> </tr> </thead> <tbody> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> </tbody> </table>	Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	—	—%		—	—%		—	—%		—	—%		* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base														
—	—%															
—	—%															
—	—%															
—	—%															

The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Rufus Washington, CPD Director	14. Signature 	15. Date 09/20/2021
16. For the Grantee (Name and Title of Authorized Official)	17. Signature 	18. Date / /

19. Check one: Initial Agreement Amendment #

20. Funding Information: HOME ARP			
Source of Funds	Appropriation Code	PAS Code	Amount
2021	861/50205	HMX	\$2,450,524.00

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

- a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
- b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
- c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
- d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions

STAFF REPORT
City of Lancaster

CC 11
12/14/2021
JC

Date: December 14, 2021

To: Mayor Parris and City Council Members

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

Subject: **First Amendment to the Master Agreement Regarding Public and Private Partnership with SG H2 Lancaster Project Company, LLC and SG H2 Lancaster Holding Company, LLC**

Recommendations:

1. Approve the proposed First Amendment to the Master Agreement Regarding Public and Private Partnership with SG H2 Lancaster Project Company, LLC and SG H2 Lancaster Holding Company, LLC, dated April 12, 2021.
2. Authorize the City Manager or his designee to finalize and execute all related documents.

Fiscal Impact:

None.

Background:

Under the leadership of Mayor R. Rex Parris and the Lancaster City Council, the City of Lancaster has begun making significant strides toward becoming one of the world’s first hydrogen-powered cities. This renewable form of energy offers immense benefits, including clean production and use, as well as the ability to be produced at the local level, thus substantially diminishing both financial and environmental costs for delivery. A number of experts have dubbed hydrogen “the fuel of the future,” asserting that its widespread adoption is crucial to combating climate change.

With this in mind, the City of Lancaster has worked to attract hydrogen-focused development projects to the area. On April 12, 2021, the City entered into a Master Agreement Regarding Public and Private Partnership with SG H2 Lancaster Project Company, LLC and SG H2 Lancaster Holding Company, LLC (“SG H2”).

This agreement aims to facilitate the development of SG H2’s first-ever hydrogen power plant for market consumption here in Lancaster. It outlines the terms of the City’s public-private partnership with SG H2, including the City’s commitment to provide an expedited development

review process; act as an advocate for the project with external permitting agencies; support SG H2's efforts to obtain grant funding for the projects from other levels of government; and provide SG H2 a portion of its waste stream to support the project. In return, SG H2 will provide the City with a 5% stake in the company.

The proposed amendment would allow for a revised structure to the City's equity position in the company. Specifically, this change would delay the issuance of the City's equity for a five-year period. This structure would allow SG H2 to utilize additional financing mechanisms solely available to projects which are exclusively owned by private-sector parties.

This alteration will allow SG H2 to secure the needed financing and begin construction expediently in the short term, without materially affecting the City's position over the long term.

CD/sk

Attachment:

Agreement – Amendment No. 1

**FIRST AMENDMENT
TO
MASTER AGREEMENT REGARDING PUBLIC PRIVATE PARTNERSHIP**

This First Amendment to Master Agreement Regarding Public Private Partnership (this “*Amendment*”) is entered into as of this 14th day of December, 2021 (the “*Effective Date*”) by and between SG H2 Lancaster Holding Company, LLC, a Delaware limited liability company (the “*Holding Company*”), the City of Lancaster, a California municipal corporation and charter city established under the laws of the State of California (the “*City*”), and SG H2 Lancaster Project Company, LLC, a Delaware limited liability company and affiliate of the Holding Company (the “*Project Company*” and together with the Holding Company and the City individually a “*Party*” and collectively, the “*Parties*”).

RECITALS

WHEREAS, the Project Company, the Holding Company, and the City, entered into a certain Master Agreement Regarding Public Private Partnership dated as of April 12, 2021 (the “*Agreement*”); and

WHEREAS, the Parties desire to amend certain terms and conditions of the Agreement, and each Party has indicated its willingness to do so, but only upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Project Company, the Holding Company, and the City agree as follows:

1. All capitalized terms used in this Amendment unless otherwise defined herein shall have the same meaning attributed to each such term as set forth in the Agreement.
2. The Agreement is hereby amended effective as of Effective Date in accordance with Section 9.9 of the Agreement as follows:
 - A. Section 7.1 of the Agreement is hereby deleted in its entirety and replaced with the following text:

“Authorization of Warrant. Subject to the terms and conditions of this Agreement, the Holding Company has, or will on before the Closing Date, have authorized the issuance of a warrant (the “*Warrant*”) substantially in the form attached hereto as Exhibit A to purchase [1,750,000] [approximately 5% ownership] membership units (the “*Warrant Units*”) of fully paid and non-assessable common units of the Holding Company designated as its “*Common Units*” (the “*Common Units*”).
 - B. Section 7.2 of the Agreement is hereby amended as follows:
 - (i) The term “Designated Units” is hereby deleted and replaced with the following text: “the Warrant.”

(ii) Clause (a) of Section 7.2 is hereby deleted in its entirety and replaced with the following text: “Intentionally deleted.”

(iii) The last sentence of Section 7.2 is hereby deleted in its entirety and replaced with the following text: “If the Closing Date does not occur on or before [June 30, 2022], then the Holding Company’s obligation hereunder to issue the Warrant to City shall expire and be of no further force and effect.”

C. Section 7.3 of the Agreement is hereby deleted in its entirety and replaced with the following text:

“Forfeit of Warrant. Upon the occurrence and continuation of any Trigger Event, the Holding Company may direct that some or all of the Warrant Units issuable under the Warrant or Common Units issued upon exercise of the Warrant shall be deemed forfeited by the City. Such forfeited Warrant Units or Common Units, as applicable, shall be deemed canceled. For the avoidance of doubt, the Parties acknowledge and agree that, in the event that the Holding Company takes any action to enforce the remedy provided pursuant to this Section 7.3, this Agreement shall remain in full force and effect notwithstanding any such action.”

D. Article VII of the Agreement is hereby amended or supplemented by adding the following text as a new Section 7.4:

“Replacement of Warrant. The Holding Company may at any time prior the Exercise Date (as defined in the Warrant) replace or exchange the Warrant for another type of security or contractual arrangement, in form and substance reasonably satisfactory to the Holding Company and the City, that provides the City with a substantially equivalent economic benefit as the Warrant in order to maximum the benefit of any tax benefit programs now or hereafter available to the Project and its investors, including, without limitation investment tax credit (ITC) under Section 48 of the United States Internal Revenue Code of 1986, as amended from time to time (the “*Code*”) and production tax credit (PTC) under Section 45 of the Code.”

E. The notice addresses for the Project Company and the Holding Company are hereby deleted in their entirety and replaced with the following addresses: “If to the Project Company, SG H2 Lancaster Project Company, LLC. c/o SG H2 Energy Global, LLC ., 2200 Pennsylvania Avenue, NW, 4th Floor East, Washington, DC, 20037- 1701, Attn: Chief Executive Officer, and If to the Holding Company, SG H2 Lancaster Holding Company, LLC c/o SG H2 Energy Global, LLC ., 2200 Pennsylvania Avenue, NW, 4th Floor East, Washington, DC, 20037- 1701, Attn: Chief Executive Officer.”

3. Except as expressly provided in this Amendment, all other terms and conditions of the Agreement shall remain in full, force and effect as originally written.

4. This Amendment shall be attached to the Agreement and shall be deemed to be an integral part of the Agreement.

7. This Amendment shall be governed in all respects by the laws of the State of California (without giving effect to its conflicts of laws principles).

8. Each Party hereby agrees to execute and deliver from time to time such other documents and instruments and to take such other actions as the other Party may reasonably request to carry out the terms of this Amendment more effectively.

9. This Amendment may be amended, modified, or supplemented only by written agreement signed by the Parties. No provision of this Agreement may be waived except in writing signed by the Party against whom such waiver is sought to be enforced. The Agreement, as amended by this Amendment sets forth the entire agreement and understanding of the Parties with respect to the matters described herein and therein, superseding all prior representations, understandings, and agreements, whether written or oral. All references in the Agreement and other related instruments, documents and agreements executed and delivered in connection therewith to the Agreement shall mean and refer to, in each instance, the Agreement, as amended by this Amendment.

10. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one document. One or more counterparts of this Agreement may be delivered by electronic mail, with the intention that delivery by such means shall have the same meaning as delivery of an original counterpart thereof.

IN WITNESS WHEREOF, the Holding Company, the Project Company, and the City have executed or caused this Amendment to be duly executed as of the Effective Date.

SG H2 Lancaster Project Company, LLC

SG H2 Lancaster Holding Company, LLC

Robert Do, MD, CEO
Date: December 14, 2021

Robert Do, MD, CEO
Date: December 14, 2021

City of Lancaster, a municipal corporation

Jason Caudle
City Manager
Date: December 14, 2021

APPROVED AS TO FORM:

City of Lancaster, a municipal corporation

City of Lancaster, a municipal corporation

Andrea Alexander
City Clerk
Date: December 14, 2021

Allison Burns
City Attorney
Date: December 14, 2021

Exhibit A

COMMON UNIT WARRANT

THE SECURITIES EVIDENCED HEREBY WERE ISSUED IN A TRANSACTION THAT WAS NOT REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE OR OTHER SECURITIES LAW. THE HOLDER HEREOF, BY ACQUIRING THIS INSTRUMENT, AGREES FOR THE BENEFIT OF SG H2 LANCASTER HOLDING COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THAT THE SECURITIES EVIDENCED HEREBY AND THE WARRANT UNITS ISSUABLE HEREIN MAY BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) (1) PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT, OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT; AND (B) PURSUANT TO AN AVAILABLE EXEMPTION OR EFFECTIVE REGISTRATION UNDER ANY APPLICABLE STATE OR OTHER SECURITIES LAW.

No. W-___

Date of Issuance: ____, 202__

1. Warrant Grant. SG H2 Lancaster Holding Company, LLC, a Delaware limited liability company (the “**Company**”), certifies that the City of Lancaster, a California municipal corporation and charter city established under the laws of the State of California (the “**Holder**”) is the holder of a Warrant to purchase [1,750,000][5% ownership] membership units (the “**Warrant Units**”) of fully paid and non-assessable common units of the Company designated as its “Common Units” (the “**Common Units**”), upon the terms and subject to the provisions of this instrument (the “**Warrant**”) and subject to the terms and conditions of (a) certain Amended and Restated Limited Liability Company Agreement of SG H2 Lancaster Holding Company dated as of December 14, 2021, as amended from time to time (the “**LLCA**”) and (b) a certain Master Agreement Regarding Public Private Partnership among the Company, the Holder, and SG H2 Lancaster Project Company, LLC, a Delaware limited liability company and affiliate of the Company (the “**Project Company**”) dated as of April 12, 2021, as amended by a First Amendment to Master Agreement Regarding Public Private Partnership dated as of December 14, 2021 and as further amended from time to time (the “**Agreement**”).

Exercise Period. The Warrant Units evidenced hereby shall automatically be deemed exercised on the first day of the exercise period of 180 days after the fifth anniversary of the later of the following dates (the “**Exercise Date**”): (a) the placement in service of a hydrogen production facility in the City of Lancaster California (the “**Facility**”) by the Project Company in accordance with Section 1.167(a)-11(e)(i) the United States Internal Revenue Code of 1986, as amended from time to time (the “**Code**”) and (b) the date that all investment tax credits (“**ITC**”) allowable under Section 48 of the Code in connection the development and construction of the Facility have fully vested and are no longer subject to a right of recapture on account of the Holder’s status as a tax exempt or governmental entity.

Notwithstanding the foregoing, the term of this Warrant will expire or terminate upon the earlier of (i) a Liquidity Event (as defined below), in which case the Holder will be entitled to exercise early this Warrant at the time of such Liquidity Event upon the terms and conditions set forth below, provided that (A) such exercise will not cause a loss or recapture of ITC and (B) if such exercise will cause a loss or recapture of ITC, the Company will cause the issuance of a security or contractual right by the purchaser or successor in interest as a replacement or exchange for this Warrant upon substantially similar terms to acquire or earn the underlying consideration that otherwise would have been available to the Holder at the time of such

Liquidity Event as if Holder was the owner of the underlying Common Units issuable upon exercise this Warrant, (ii) forfeiture of the this Warrant or the Common Units issued or issuable under this Warrant in accordance with Section 7.3 of the Agreement, and (iii) the replacement or exchange of this Warrant in accordance with Section 7.4 of the Agreement.

A “*Liquidity Event*” shall mean (x) any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, (y) any acquisition of the Company by means of merger or other form of reorganization in which outstanding membership interests of the Company are exchanged for securities or other consideration issued, or caused to be issued, by the acquiring corporation or its subsidiary (other than a mere reincorporation or conversion to a corporate entity transaction) where, as a result the Company’s members (and their affiliates) prior to such an event own less than 50% of the voting power of the Company (other than in the case of a bona fide venture financing from an unaffiliated third party) of the surviving entity or the resulting entity, or (z) a sale of all or substantially all of the assets of the Company.

2. Exercise Price. The Exercise Price shall initially be [\$0.01] per Common Unit (the “*Exercise Price*”).

3. Adjustments.

3.1. Adjustments Regarding Dividends, Unit Splits, Reclassification or Reorganization. If the Company, at any time or from time to time, after the Date of Issuance of this Warrant shall (a) pay a dividend on the outstanding membership units of the Company payable in the form of membership units, (b) subdivide, split or reclassify the outstanding membership units into a greater number of units, or (c) combine, split or reclassify the outstanding membership units into a lesser number of membership units, then: (i) the Holder shall thereafter be entitled, upon exercise, to receive the number and kind of units which, if this Warrant had been exercised immediately prior to the happening of such event, the Holder would have owned upon such exercise and been entitled to receive upon such dividend, split, subdivision, combination or reclassification, and (ii) the Exercise Price shall be proportionately adjusted to reflect such dividend, split, subdivision, combination or reclassification. Such adjustments shall become effective on the day next following (x) the record date of such dividend, or (y) the day upon which such subdivision, split, combination or reclassification shall become effective. The adjustments shall be made successively whenever any such dividend, subdivision, split, combination or reclassification occurs.

3.2. No Impairment. The Company will not, by amendment of its LLCA, which as may be amended or restated from time to time, or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder against impairment.

3.3. Certificate of Adjustment. In each case of any adjustment in the Exercise Price, or number or type of securities issuable upon exercise of this Warrant, the Company shall compute such adjustment in accordance with the terms of this Warrant and prepare a certificate or other written evidence setting forth such adjustment and showing in detail the facts upon which such adjustment is based, including a statement of the adjusted Exercise Price. The Company shall promptly send (by facsimile, by either first class mail, postage prepaid, by electronic mail, or by overnight delivery) a copy of each such certificate to the Holder.

4. Exercise of Warrant.

4.1. The Warrant Units evidenced hereby may be exercised by the Holder of this Warrant at any time, in accordance with the terms of Section 2 above, by surrender hereof to the Company, together

with the Exercise Form, in the form attached hereto as Annex 1 (the “*Exercise Form*”), duly completed and executed, payment of an amount equal to the Exercise Price multiplied by the number of Warrant Units being exercised, and execution and delivery of a joinder to the LLCA together with such other documents as the Company may reasonably request in form and substance satisfactory to the Company. At the option of the Holder hereof, payment of the Exercise Price may be made by either (a) cash, (b) a certified or cashier’s check payable to the order of the Company, (c) wire transfer of immediately available funds to an account of the Company designated in writing by the Company to the Holder or (c) any combination of the foregoing methods. Upon the Company’s receipt of (i) this Warrant, (ii) the duly completed and executed Exercise Form and (iii) the requisite payment, the Company shall issue and deliver (or cause to be delivered) certificates (or if uncertificated, notice of issuance) representing the aggregate number of Common Units being purchased. In the event that less than all of the Warrant Units evidenced hereby are being exercised, the Company shall issue and deliver (or cause to be delivered) a new Warrant or Warrants at the same time such membership units or notice of issuance, as applicable, are delivered. That new Warrant or those new Warrants shall entitle the persons in whose names they are registered to exercise in the aggregate the number of Warrant Units not exercised in that partial exercise and shall otherwise have the same terms and provisions as this Warrant.

4.2. Subject to applicable law, in the event that the Holder of this Warrant desires that any or all of the certificates (or in the case of uncertificated securities notice of issuance) to be issued upon the exercise of the Warrant Units evidenced hereby be registered in a name or names other than that of such Holder, such Holder must so request in writing at the time of exercise. In addition, such Holder must remit to the Company funds sufficient to pay all transfer taxes (if any) payable in connection with such delivery of such certificates (or in the case of uncertificated securities notice of issuance) or prove, to the reasonable satisfaction of the Company, that no such taxes are payable in connection with such transaction.

4.3. Upon due exercise by the Holder hereof of any Warrant Units evidenced hereby, whether in whole or in part, such Holder (or any other person to whom a certificate or notice of issuance, as applicable, is to be issued) shall be deemed for all purposes to have become the holder of record of the Common Units for which those Warrant Units have been so exercised effective immediately prior to the close of business on the day this Warrant, the duly completed and executed Exercise Form and the requisite payment are duly delivered to the Company, irrespective of the date of actual delivery of the certificates or notice of issuance, as applicable, representing such Common Units.

4.4. The Company will not issue fractional Warrant Units or scrip representing fractional Warrant Units upon exercise of this Warrant. As to any fractional Warrant Units which the Holder would otherwise be entitled to purchase from the Company upon such exercise, the Company shall pay the Holder an amount in cash equal to the Fair Market Value of the Warrant Units so issuable, multiplied by such fraction.

5. Reservation of Warrant Units. All such Warrant Units shall be duly authorized, and when issued upon such exercise, shall be validly issued, fully paid, non-assessable, free and clear of all liens, security interests, charges and other encumbrances or restrictions on sale and free and clear of and not issued in violation of all preemptive rights (except encumbrances or restrictions arising under federal or state securities laws).

6. Surrender of Warrant; Expenses. Whether in connection with the exercise, transfer, split-up, combination, exchange or replacement of this Warrant or any Warrant Units evidenced hereby, surrender of this Warrant shall be made to the Company during normal business hours on a business day (unless the Company otherwise permits) at the principal office of the Company located at SG H2 Lancaster Holding Company, LLC, c/o Solena Group, Inc., 2200 Pennsylvania Avenue, NW, 4th Floor East, Washington, DC. 20037-1701, Attn: Robert T. Do, CEO, E-Mail: rtdo@sgh2energy.com, or to such other office or to any

duly authorized representative of the Company as from time to time may be designated by the Company by written notice given to the Holder of the Warrant.

7. Warrant Register; Exchange; Transfer; Loss.

7.1. The Company shall, at all times, maintain at its principal office an open register for the Holder of the Warrant, in which the Company shall record the name and address of each Holder to whom a Warrant has been issued or transferred.

7.2. This Warrant and the Warrant Units evidenced hereby may be not transferred, in whole or in part, by the Holder hereof without the prior written consent of the Company, which consent will not be unreasonably withheld by the Company. A permitted transfer shall be effectuated by surrendering this Warrant to the Company, together with an Assignment Form, in the form attached hereto as Annex 2 (the “**Assignment Form**”), duly completed, and executed. Within five business days after the Company’s receipt of this Warrant and the Assignment Form so completed and executed, the Company shall issue and deliver to each transferee a new Warrant evidencing the number of Warrant Units being transferred to such person and otherwise having the same Exercise Price and other terms and provisions of this Warrant, which the Company will register in such new Holder’s name. To the extent applicable, the Company shall issue to the Holder hereof a new Warrant evidencing the Warrant Units not being transferred to any person and otherwise having the same Exercise Price and other terms and provisions of this Warrant.

7.3. In the event of the loss, theft or destruction of this Warrant, the Company shall execute and deliver an identical Warrant to the Holder hereof in substitution herefor upon the Company’s receipt of (a) evidence reasonably satisfactory to the Company of such event (with the affidavit of a Holder being such sufficient evidence), and (b) if requested by the Company, an indemnity agreement from any Holder reasonably satisfactory in form and amount to the Company.

8. Rights and Obligations of the Company and the Warrant Holder. This Warrant shall not entitle its Holder to any rights as a stockholder or member of the Company (other than as set forth in Section 5.3).

9. Amendment of Warrant. No amendment of any provision of this Warrant (including a waiver thereof or consent relating thereto) shall be effective unless the same shall be in writing and signed by the Company and the Holder of this Warrant.

[Signature Page Follows]

US.103986904.01

IN WITNESS WHEREOF, the parties have caused this Warrant to be duly executed as of the date first written above.

SG H2 Lancaster Holding Company, LLC., a
Delaware limited liability company

By: _____
Robert Do, MD, CEO

EXERCISE FORM

The undersigned Holder hereby irrevocably elects to exercise a Warrant to purchase _____ fully paid and non-assessable Common Units of SG H2 Lancaster Holding Company, LLC., a Delaware limited liability company (the “**Company**”), and/or such other securities or property as are purchasable upon exercise of such Warrant, and (check the applicable box):

Tenders herewith payment of the exercise price in full in the form of wire transfer or a certified or official bank check in same-day funds in the amount of \$ _____ for _____ such securities.

Elects the net issue exercise option pursuant to Section 5.2 of the Warrant, and accordingly requests delivery of a net of _____ of such securities.

Instructions for registering the securities on the stock transfer books of the Company:

Name of Holder: _____
State of Organization (if applicable): _____
Federal Tax Identification or
Social Security Number (if applicable): _____
Address: _____

If this exercise of the Warrant evidenced by the attached Warrant is not an exercise in full thereof, then the undersigned Holder hereby requests that a new Warrant of like tenor (exercisable for the balance of the Warrant Units evidenced by the attached Warrant) be issued in the name of and delivered to the undersigned Holder at the address on the Warrant register of the Company.

Dated: _____

(Name of Holder - Please Print)

By: _____
(Signature of Holder or
of Duly Authorized Signatory)

Title: _____

ASSIGNMENT FORM

For value received, the undersigned Holder hereby sells, assigns and transfers to the person whose name and address are set forth below all of the rights of the undersigned Holder with respect to _____ Warrant Units evidenced by the attached Warrant.

Name of Transferee: _____
State of Organization (if applicable): _____
Federal Tax Identification or
Social Security Number (if applicable): _____
Address: _____

If this transfer is not a transfer of all the Warrant Units evidenced by the attached Warrant, then the undersigned Holder hereby requests that a new Warrant of like tenor evidencing the Warrant Units not being transferred pursuant hereto be issued in the name of and delivered to the undersigned Holder at the address on the Warrant register of SG H2 Lancaster Holding Company, LLC.

The undersigned Holder hereby irrevocably constitutes and appoints _____ as his/her/its attorney to register the foregoing transfer on the books of SG H2 Lancaster Holding Company, LLC. maintained for that purpose, with full power of substitution in the premises.

Dated: _____

(Name of Holder - Please Print)

By: _____
(Signature of Holder or
of Duly Authorized Signatory)

Title: _____

STAFF REPORT
City of Lancaster

CC 12
12/14/2021
JC

Date: December 14, 2021

To: Mayor Parris and City Council Members

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

Subject: **Reimbursement Agreement with TRU 2005 RE I LLC**

Recommendations:

1. Authorize the City Manager or his designee to enter into a reimbursement agreement with TRU 2005 RE I LLC for the installation of certain public improvements, including a traffic signal, adjacent to the former Toys “R” Us center on the northeast corner of Avenue K and 15th Street West.
2. Authorize the City Manager or his designee, with the concurrence of the City Attorney, to negotiate, finalize and execute the Reimbursement Agreement and all related documents.

Fiscal Impact:

Up to \$2,000,000.00 in funds previously awarded through the Los Angeles County Metropolitan Transit Authority (LACMTA) Measure R Funding Agreement for the associated improvements adjacent to State Route 14.

Background:

Since the closure of Toys “R” Us in 2018, staff has been collaborating with the development team responsible for Toys “R” Us’ former assets to redevelop the site. Located on Avenue K and 15th Street West just off the 14 Freeway, the site is a key intersection and point of entry to the City of Lancaster. Staff has communicated both the importance of the site and the City’s desire to see new tenants not currently present in the Lancaster market. The developer has worked to meet this goal, securing leases and letters of intent from tenants that have long been requested by area residents.

Apart from the commercial redevelopment of this site, the City Council has worked to secure extensive funding from the LACMTA for improvements to several freeway interchanges along

State Route 14. One such interchange is Avenue K, located adjacent to the redevelopment site. Proposed improvements are designed to smooth the flow of traffic and eliminate backup onto the freeway, including the installation of a new traffic signal along 15th Street West.

Staff have worked to ensure that these two projects complement, rather than compete with, one another. The proposed traffic signal will not only satisfy the traffic goals related to the freeway interchange project, but also those associated with the new center.

The initial timeline for the freeway interchange project would have seen the installation of the proposed signal in 2023. The shopping center, however, is slated for construction in 2022. In an effort to minimize construction impacts on the public and the new center, as well as optimally facilitate the coordination of the on-site shopping center improvements with the off-site signal installation and associated improvements, staff has proposed to bring forward the installation of the signal to 2022.

As outlined in the proposed agreement, under this arrangement, the developer would install the traffic signal and associated improvements in conjunction with construction of the new shopping center. The City would then reimburse the developer for the costs of installation, using funding previously allocated for this purpose under the freeway interchange project. The developer will follow all requirements associated with City funding and the LACMTA Measure R Funding Agreement, including compliance with prevailing wage laws and Lancaster's Community Workforce Agreement.

The environmental document under the California Environmental Quality Act of 1970 (CEQA) for the portion of the project to be funded with LACMTA funds is a Final Initial Study (IS) with Mitigated Negative Declaration (MND). The MND was prepared and approved on March 28, 2019, in accordance with California Department of Transportation (Caltrans) environmental procedures, as well as state and federal environmental regulations.

In terms of CEQA for on-site development, a CEQA exemption for the first tenant in the shopping center was previously filed and the waiting period has ended. For the remainder of the shopping center, a CEQA exemption was filed on Monday, December 13, 2021.

Through the proposed agreement, the City would be able to expedite construction of a new amenity to benefit local residents, while also supporting the redevelopment of a key commercial site which will yield significant jobs and tax revenue for our community.

CD/sk

Attachment:
Proposed Agreement

STAFF REPORT
City of Lancaster

CC 13
12/14/2021
JC

Date: December 14, 2021

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: **Acceptance of Public Works Construction Project No. 17-013 – Avenue I and 60th Street West Intersection Improvements, HSIPL-5419(056)**

Recommendation:

Accept the work constructed by California Professional Engineering, Inc., for Public Works Construction Project No. 17-013, Avenue I and 60th Street West Intersection Improvements, HSIPL-5419(056) and direct the City Clerk to file the Notice of Completion for the project. Retention on this project shall be disbursed in accordance with California Contract Code.

Fiscal Impact:

\$191,019.40 (including 10% contingency) was awarded based on original contract. There was one Contract Change Order totaling \$2,849.35 having brought the contract cost to \$176,503.35. Sufficient funds were available in Capital Improvements Budget Account Number 701-15SW018-924.

Background:

This project located at the intersection of Avenue I and 60th Street West included modification of an existing traffic signal to provide east/west protected left-turn phasing, installation of advance signal ahead signs and flashing LED sign assemblies, and installation of advanced street surface warning devices to improve the safety at the intersection.

This project was primarily funded with Highway Safety Improvement Program (HSIP) grant funds for Construction Engineering and Construction.

VR:vw

Attachment:

Notice of Completion

RECORDING REQUESTED BY:

CITY OF LANCASTER

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

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

NOTICE IS HEREBY GIVEN:

1. The City of Lancaster, Los Angeles County, State of California, is the owner on file of a certain public improvement known as:
Public Works Construction Project No. 17-013 – Avenue I and 60th Street West Intersection Improvements, HSIPL-5419(056)
2. The address of said owner is 44933 North Fern Avenue, Lancaster, California 93534.
3. The location of said public improvement is as follows: PWCP 17-013, Avenue I and 60th Street West Intersection Improvements, HSIPL-5419(056). See Exhibit 'A' attached hereto and made a part hereof.
4. On November 10, 2020, a contract was entered into with California Professional Engineering, Inc., for the construction, installation, and completion of the above described public improvement and work, and filed for record in the office of the City Clerk of the City of Lancaster.
5. The work was completed on September 3, 2021, by said company according to the plans and specifications and to the satisfaction of the Senior Director – Development Services, and was accepted by the City on December 14, 2021. That upon said contract United States Fire Insurance Company was surety for the bond given by the said company as required by law.

ATTEST:

DATED this ____ day of _____, 20__
CITY OF LANCASTER

ANDREA ALEXANDER
City Clerk
City of Lancaster

BY: _____
JEFF HOGAN
Senior Director – Development Services

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

DATE

SIGNATURE

PLACE OF EXECUTION



CITY OF LANCASTER

VICINITY MAP
PROPOSED IMPROVEMENTS AT
AVENUE I AND 60TH STREET WEST

Scale: NTS
Sheet 1 of
1 Sheets

STAFF REPORT

City of Lancaster

CC 14
12/14/2021
JC

Date: December 14, 2021

To: Mayor Parris and City Council Members

From: George Harris, Director of Finance

Subject: **Approval of the ESRI Small Government Enterprise Agreement**

Recommendation:

- A. Approve the purchase of Environmental Systems Research Institute (ESRI) Small Government Enterprise Agreement (SGEA) for Geographic Information Systems software licensing.
- B. Appropriate funds from fund balance account 101-2900-000 in the amount of \$110,000.00 to cover Year 1 costs as described in the agreement.
- C. Authorize the City Manager or designee to execute all contracts and associated documents, subject to City Attorney approval.

Fiscal Impact:

\$110,000.00 FY22, \$155,000.00 FY23 and \$165,000.00 FY24 as per the attached ESRI quotation # Q-456620-20211029-1444 to be paid from account 112-4315-302.

Background:

ESRI is the worldwide leader in geographic information system (GIS) technology with clients in 73 countries, GIS is defined as "...a framework for gathering, managing, and analyzing data. Rooted in the science of geography, GIS integrates many types of data. It analyzes spatial location and organizes layers of information into visualizations using maps and digital mediums. GIS reveals deeper insights into data such as patterns, relationships, and situations helping users make smarter decisions."

The City of Lancaster has been using ESRI's GIS technology platform to support its essential functions and operations. Some examples include, but are not limited to:

- Viewing and researching important real property information such as parcel boundary, ownership, zoning and land use, address, fee areas, special districts, utility line locations, and demographics.
- Inventory of assets for water, sewer, storm drain, telecommunication, road and sidewalk improvements, and other City facilities.
- Supporting the City's land management and work order systems with GIS data.

- Creating maps and other visualizations needed to communicate location information for capital improvement projects, special events, land use change, etc.
- Providing transparency/Open Data services to the Public.

The Small Government Enterprise Agreement is a product offered by ESRI to streamline an organization's GIS investment. The agreement offers virtually uncapped access to ESRI's multi-faceted GIS platform, called ArcGIS. The platform offers powerful desktop software, mobile device applications, on-premises server software, and cloud-based infrastructure giving organizations the flexibility needed to create solutions with speed and scalability to drive digital transformation.

The EGA is a three-year agreement with fixed payments due each year with year one discounted by the licensing costs the City has already paid to ESRI. It will maintain the City's existing GIS infrastructure and will increase access across the organization to a variety of products allowing every employee to be a GIS user.

ESRI's Small Government ELA will provide the City with numerous benefits that outweigh the fiscal impact. The increase in user access will allow the City's Finance and Information Technology Department to design and implement new solutions to solve departmental pain points, while at the same time increasing the usability of software already deployed within the organization. Advanced analytical capabilities and collaboration tools that were previously out of reach or cost-prohibitive will be easily accessed through ESRI's SGA technology platform, and the City will receive enhancements and new functionality to that platform over time.

GH:JH

Attachment:

ESRI Quotation #Q-456620-20211029-1444



October 29, 2021

Joe Haggard
City of Lancaster
44933 Fern Ave
Lancaster, CA 93534-2461

Dear Joe,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Beth Taylor



Quotation # Q-456620

Date: October 29, 2021

Customer # 351552 Contract #

City of Lancaster
Finance & Information Technology Dept
44933 Fern Ave
Lancaster, CA 93534-2461

ATTENTION: Joe Haggard
PHONE: (661) 723-6185
EMAIL: jhaggard@cityoflancasterca.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/29/2021 To: 1/27/2022

Material	Qty	Term	Unit Price	Total
168182	1	Year 1	\$110,000.00	\$110,000.00
Populations of 150,001-250,000 Small Government Term Enterprise License Agreement				
168182	1	Year 2	\$155,000.00	\$155,000.00
Populations of 150,001-250,000 Small Government Term Enterprise License Agreement				
168182	1	Year 3	\$165,000.00	\$165,000.00
Populations of 150,001-250,000 Small Government Term Enterprise License Agreement				

Subtotal:	\$430,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$430,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Beth Taylor	Email: etaylor@esri.com	Phone: 909-793-2853 ext 2137 x2137
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-6)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
1,000 ArcGIS Online Viewers
1,000 ArcGIS Online Creators
110,000 ArcGIS Online Service Credits
1,000 ArcGIS Enterprise Creators
15 ArcGIS Insights in ArcGIS Enterprise
15 ArcGIS Insights in ArcGIS Online
200 ArcGIS Tracker for ArcGIS Enterprise
200 ArcGIS Tracker for ArcGIS Online
7 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
7 ArcGIS Utility Network User Type Extensions (Enterprise)
7 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	5
Number of Tier 1 Help Desk individuals authorized to call Esri	5
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

STAFF REPORT
City of Lancaster

CC 15
12/14/2021
JC

Date: December 14, 2021

To: Mayor Parris and City Council Members

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

Subject: **Award Operating Agreement for the Management of Zelda’s 750 West and Lancaster Performing Arts Center East End Concessions**

Recommendation:

Award Operating Agreement for Zelda’s 750 West and Lancaster Performing Arts Center (LPAC) East End Concessions to Fusion Food Concepts.

Fiscal Impact:

Approval of the operating agreement will result in the City receiving a monthly revenue of \$2,000 in operating fees effective February 1, 2022. Additionally, the agreement provides for 4% in gross revenue sharing to be paid to the City monthly effective July 1, 2022. The City estimates FY2021-2022 revenues of \$10,000 as a new revenue source in Zelda’s account 101-3405-308

Background:

Zelda’s 750 West, a 1920s/1930s themed speakeasy bar and lounge and East End Concessions are located at the Lancaster Performing Arts Center (LPAC). The Lancaster Performing Arts Center (LPAC) was closed on Thursday, March 12, 2020, due to the COVID-19 Pandemic. During this period the prior operating agreement expired on June 30, 2020 and was not renewed.

As LPAC prepared to reopen for the 2021/2022 Season staff determined it would be appropriate to advertise a Solicitation for Offers (SFO) for the Management of Zelda’s 750 West and the East End Concessions. The City released the SFO 744-22 on October 12, 2021. Advertisement included posting on the City website, a social media campaign, 362 emails to restaurants and caterers via HdL, and direct email to BLVD restaurants and all restaurants who participated in the restaurant rescue program.

The offers were due to the City on November 8, 2021, with two responsive offers received. Vendor presentations were conducted on November 15, 2021. Offers were evaluated on the qualifications of the proposer, operating plan, related experience, and offer price. Fusion Food

Concepts was identified as the most qualified proposer and staff entered into negotiations for the operating agreement.

Fusion Food Concepts demonstrated their vision for Zelda's through the proposed food and drink menu and community engagement strategies. Ensuring a quality experience for LPAC and Zelda's customers. The Operator will set their own days and hours of operation; however, the City is requiring that Zelda's 750 West and East End Concessions be open during all LPAC performances, and some special events.

The term of the agreement is five (5) years, and shall commence on January 1, 2022, and shall automatically expire on December 31, 2026. The parties may mutually agree, in writing, to extend the agreement. The City and vendor are both permitted to terminate the agreement with ninety (90) days written notice to the other party. Operator Fees for the operation of Zelda's 750 West and the East End is \$2,000 per month, effective February 1, 2022. Revenue sharing payment of 4% will be due monthly, effective July 1, 2022. Revenue sharing payment percentage to be negotiated annually and agreed to in writing by December 15 each year.

Attachment:
Operating Agreement

OPERATING AGREEMENT

OPERATING AGREEMENT

by and between

CITY OF LANCASTER,
a California municipal corporation and charter city

and

FUSION FOOD CONCEPTS,
a California LLC

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (this “Agreement”) is made and entered as of December 14, 2021 (the “Effective Date”), by and between the **CITY OF LANCASTER**, a California municipal corporation and charter city (the “City”) and **FUSION FOOD CONCEPTS**, [a California LLC] (referred to herein as the “Operator”) (the City and Operator are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

RECITALS

A. The City is responsible for the operation of the Lancaster Performing Arts Center (“LPAC”), located at 750 West Lancaster Boulevard, Lancaster, California 93534, the interior of which is improved with, among other things, a bar and restaurant commonly known and referred to as Zelda’s 750 West; and a concessions area at the east end of the LPAC commonly known and referred to as the East End.

B. The City desires to utilize the services and experience of the Operator in connection with the management and operation of Zelda’s 750 West and the East End, and the Operator desires to render such services, upon the terms and conditions set forth in this Agreement.

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

100. OPERATION OF ZELDA’S 750 WEST AND THE EAST END.

101. Grant of Non-Exclusive License. Subject to the terms and conditions of this Agreement, the City hereby grants to the Operator, the Operator’s agents, employees, representatives, and permittees, a non-exclusive operating agreement (the “Agreement”) to enter all or any part of that certain portion of the LPAC that is operated as a bar and restaurant commonly known and referred to as Zelda’s 750 West (the “Zelda’s Operating Area”), and that portion of the LPAC that is operated as a concessions area commonly known and referred to as the East End (the “East End Operating Area”), for the purpose of operating such facilities (collectively, the “Operating Areas”). The Zelda’s Operating Area is further described on the Zelda’s Operating Area Detail, which is attached as Exhibit “A” and incorporated herein. The East End Operating Area is further described on the East End Operating Area Detail, which is attached as Exhibit “A” and incorporated herein. Notwithstanding any provision of this Agreement, the City shall retain the right to use the Operating Areas during periods of non-utilization by the Operator. For purposes of this Agreement, “periods of non-utilization” means any period of time other than the Operator’s regular hours of operation as established in Section 203 of this Agreement. The City shall have use of the Zelda’s Operating Areas at no cost on twelve (12) dates per year to be determined by the City with at least 48 hours’ notice to the Operator. For all dates

that the City uses Zelda's 750 West and/or the East End, the City shall purchase all food and beverages from the Operator, provided Operator can meet the quality, presentation, and menu expected for each date as required by the City.

102. Standards of Performance; Relationship Between City and Operator. The Operator accepts the relationship of trust and confidence established between the Operator and the City by the terms of this Agreement. The Operator covenants with the City to furnish its best skill and judgment in performing its obligations hereunder, and shall at all times exercise its rights and perform its duties under this Agreement in a manner which maintains the good name and business reputation of the City and the LPAC. The Operator shall perform its duties and obligations under this Agreement in compliance with all laws, rules and regulations and in an efficient, expeditious, prudent, and economical manner, consistent with the best interests of the City, in accordance with industry standards.

The Operator is entering into this Agreement as an independent contractor to provide the services set forth in this Agreement. The Operator acknowledges that it is acquiring no rights whatsoever in the LPAC, or any portion thereof (including Zelda's 750 West and/or the East End) or any appurtenant equipment, fixtures and/or supplies, except a nonexclusive and revocable agreement, during the Term, to enter upon Zelda's 750 West and the East End and use appurtenant equipment, fixtures and/or supplies if, and to the extent reasonably necessary, to carry out its obligations pursuant to this Agreement. In acknowledging that the Operator is acquiring no rights whatsoever in the LPAC, Zelda's 750 West and the East End or appurtenant equipment, fixtures and/or supplies, the Operator further agrees that it will not assert, in any legal action or otherwise, any right or interest in the LPAC, or any portion thereof. In no event shall the Operator alter or improve any portion of the LPAC or Zelda's 750 West and the East End except as directed by the City or as expressly permitted in advance in writing by the City under this Agreement.

103. Term. The term of the License (the "Original Term") shall commence at 12:01 a.m. on **January 1, 2022**, and shall automatically terminate and be of no further force and effect at midnight on **December 31, 2026**, unless terminated sooner as provided herein; provided, however, that the Parties may mutually agree, in writing, to extend the Agreement. All of the terms and conditions of this Agreement shall apply and remain the same during any extension of the Term, unless otherwise negotiated and agreed to in writing by both Parties and executed as an Addendum hereto. As used herein, "Term" means the Original Term and, as applicable, any extension. Notwithstanding the foregoing, either Party may terminate this Agreement upon ninety (90) days written notice to the other Party; provided, however, that the Parties may mutually agree in writing to a different effective date of termination.

104. Operating Fees.

104.1 Zelda's 750 West and the East End Operating Fees and Revenue Sharing Fees. During the Term of this Agreement, Operator shall pay to the City, at the address set forth

in Section 903, Zelda's Operating Fees and Revenue Sharing Fees for the operation of Zelda's 750 West and the East End in the amounts and pursuant to the schedule detailed in the Compensation Schedule, which is attached as Exhibit "B" and incorporated herein. Upon commencement of the Term of this Agreement, and as a condition precedent to the effectiveness of this Agreement, Operator shall pay to the City the first month's Zelda's Operating Fees. If the Term of this Agreement commences on other than the first day of a month, the Operator must pay the first month's Zelda's Operating Fees prorated on a per diem basis.

105. Books and Records. The Operator shall keep full and accurate books of account and such other records as are necessary to document the Gross Revenues (defined in Exhibit B) from the operation of Zelda's 750 West and the East End and other activities under this Agreement. For this purpose, the Operator agrees it will make available to the City, or its authorized agents, auditors, or representatives, all books and records in the Operator's possession or control relating to Zelda's 750 West and the East End and other activities under this Agreement. All books and records for operation of Zelda's 750 West and the East End and other activities under this Agreement shall be located either at the Operating Areas or at the Operator's corporate office. All accounting records shall be maintained in accordance with generally accepted accounting principles. All such books, records, and reports shall be maintained separately from other facilities operated by the Operator. The Operator agrees to maintain reasonable and necessary accounting, operating, and administrative controls relating to the financial aspects of Zelda's 750 West and the East End and other activities under this Agreement. The Operator shall deliver to the City all of the financial and accounting books and records relating to Zelda's 750 West and the East End and other activities under this Agreement upon the expiration or earlier termination of this Agreement, and the City shall have the right to inspect and audit such books and records during such period as provided in Section 106 below.

106. Inspection of Books and Records. Upon seven (7) days prior written notice to the Operator, which notice shall set forth the date and time that the City desires to inspect the books and records, the City or its authorized agents, auditors, or representatives shall have the right during normal business hours to review, inspect, audit, and copy the books, records, deposit receipts, canceled checks, and other accounting and financial information maintained by the Operator in connection with the operation of Zelda's 750 West and the East End and other activities under this Agreement. All such books and records shall be made available to the City at the LPAC, unless the City and the Operator agree upon another location. The City, at its own expense, shall have the right to retain an independent accounting firm to audit the books and records relating to Zelda's 750 West and the East End and other activities under this Agreement on an annual basis. The inspection right of City under this Section 106 shall remain in effect for a period of one (1) year following the termination or expiration of this Agreement.

107. Delinquencies. Payments not received on time will be subject to a \$50 _penalty and shall accrue interest at a rate of 1.5% per month or the maximum allowed by law, whichever is greater. In the event the Operator is delinquent for a period of thirty (30) days or more in paying to the City any sums payable pursuant to this Agreement, including, without

limitation, the Operator Fee described in Section 104, the City shall be entitled to collect from the Operator interest thereon, from the date such sum was due and payable until paid, at the rate of eighteen percent (18%) per annum or at the then maximum lawful rate of interest per annum, whichever is less, plus the reasonable attorney's fees incurred by the City in the collection of such delinquency. Receipt of such interest or attorney's fees by the City shall not bar the exercise of any other remedy available to the City on account of such delinquency.

108. Ownership and Use of Furniture, Fixtures and Equipment. The City is the owner of the "Zelda's 750 West and the East End" trade name, and the furniture, fixtures and equipment (the "City FF&E") located at the LPAC and at, within and/or upon the Operating Areas which may be used by the Operator in whole or in part for operating Zelda's 750 West and the East End and engaging in other activities under this Agreement. At the commencement of this Agreement, the Operator and the City shall take an inventory of all City FF&E. City FF&E will be returned to the City upon termination or expiration of this Agreement, in the same condition as received, ordinary wear and tear excepted. If and to the extent the Operator acquires additional furniture, fixtures, and equipment for use in operating Zelda's 750 West and the East End and/or engaging in other activities under this Agreement, they are permitted to do so with written City approval. The City shall have the right to approve uniforms, décor, artwork, etc. All requests shall be made by Operator in writing and include pictures as applicable. The City shall respond within five (5) business days. Failure on part of the City to respond shall be deemed approval by the City. All permanent additions to the facility will remain the property of the City, while all temporary additions will remain the property of the Operator. Upon termination or expiration of this Agreement, the Operator shall have no further right to use the Zelda's trade name in the course of business.

109. Inspection of Facility. The City reserves the right to schedule regular inspections of the Operating Areas, and may at any time, inspect with limited notice, or no notice to ensure Operator is maintaining the facility at the level required by this Operating Agreement. At any time should the City receive a complaint from the public that requires immediate investigation to preserve life, health, and/or property, the City shall be granted immediate access.

110. Access to Facility. The City of Lancaster shall have immediate access to the facility to perform emergency maintenance. The Operator shall provide, and regularly update, a 24-hour emergency contact name and phone number for notification of emergencies. The City shall provide the same to Operator. The City and its contractors shall be granted access to perform all routine and recurring maintenance, which shall be scheduled at least 72 hours in advance.

111. Ownership of Social Media and Website. The City is the owner of the "Zelda's 750 West social media pages (Facebook, Instagram, Twitter), Yelp and webpage. Operator will be provided with log-in credentials to manage and update sites. Site content and

messaging will remain professional and meet the standards of the City of Lancaster. The City reserves the right to remove any messaging that does not align with the City's values and image.

200. OPERATOR'S DUTIES AND OBLIGATIONS.

201. Serviceware, Utensils and Cleaning Materials. The Operator is to provide at its sole expense all kitchen aids, serving aids and all other related items necessary for the proper operation and maintenance of the Operating Areas and proper service for the purposes of this Agreement, and will furnish at its sole expense, all basic and miscellaneous cleaning equipment, chemicals and utensils for maintenance of the Operating Areas and will furnish at its sole expense all pots, pans, utensils, and miscellaneous serving utensils such as trays, tray stands, pitchers, coffee servers and, as necessary, dinnerware.

202. Standards of Operation. The Operator shall operate in a first-class manner pursuant to this Agreement, and shall keep the Operating Areas and all other locations in which the Operator operates pursuant to this Agreement in a safe, neat, clean, orderly, and inviting condition at all times, in compliance with all applicable regulations, statutes and other laws and in a manner reasonably satisfactory to the City. The Operator shall offer a wide variety of food and beverages (both alcoholic and non-alcoholic) sufficient to meet the demand of the public. The Operator shall at all times maintain a minimum of two taps featuring beers from local breweries. The Operator shall at all times maintain a standard of quality with respect to the food and beverages sold by the Operator pursuant to this Agreement at least as high as the standard for like food and beverages sold or offered for sale at restaurants serving comparable food and beverages within a twenty-mile radius of the LPAC. The Operator shall maintain a sanitation rating of "Grade A II" for each of its food-serving facilities based on the sanitation ratings which are now given, from time to time, to restaurants under the laws of the State of California. The Operator's service shall be prompt and efficient, and the Operator shall at all times have a sufficient number of its food and beverage service employees on hand, and adequate facilities, to provide such service. The Operator's employees shall be clean and courteous and neat in appearance. The Operator shall not permit any of its employees at, within or upon the Operating Areas or LPAC to use foul or profane language, or act in a loud or boisterous or otherwise improper manner. The City will evaluate the Operator using the Performance Report Card, attached as Exhibit "E" on a monthly basis for the first six months of the agreement, then quarterly thereafter. The Operator shall accept all major credit cards in payment for its sales and service hereunder. All food and beverages kept for sale by the Operator pursuant to this Agreement shall be subject to inspection by the City. The Operator shall satisfy and comply with all laws and regulations applicable to operating Zelda's 750 West and the East End and/or engaging in activities under this Agreement, including, without limitation, laws and regulations concerning the sale of alcoholic beverages, preparation of food and service of food. Operator shall meet all requirements outline in Scope of Services and attached as Exhibit "D".

203. Hours of Operation. Zelda's 750 West and the East End shall be open for business from at least one (1) hour before each LPAC regular season performance and each

private event for which LPAC has been rented, and Zelda's 750 West shall remain open until at least one (1) hour after the conclusion of each such performance and/or event. East End shall close prior to the end of the performance. The LPAC staff shall provide the Operator a schedule of the LPAC'S regular season performances and shall notify the Operator of private events for which the LPAC has been rented. In addition to the hours specifically provided herein, the Operator may establish additional hours of operation for Zelda's 750 West subject to prior City approval.

204. Live Entertainment. The Operator is permitted to schedule venue appropriate live entertainment at Zelda's except during LPAC shows and rentals. Live entertainment is permitted prior to and after the conclusion of LPAC shows and rentals.

205. Prices. The prices charged by the Operator for food and beverages sold pursuant to this Agreement shall be reasonably competitive with prices charged for like food and beverages by similar establishments. If the City believes that the prices charged by the Operator exceed such reasonably competitive prices, the Operator and the City shall confer and make such reasonable adjustments to prices as necessary to keep prices reasonably competitive. Prices for all food and beverages sold pursuant to this Agreement shall be conspicuously displayed by the Operator on a menu.

206. Solicitation. Solicitation of business at the LPAC by the Operator shall be confined to signs, placards, and advertising displays, all of which shall be subject to the approval of the City or LPAC staff, prior to installation or placement and at all times thereafter. This requirement shall not apply to small signs, placards, and other similar items which would normally be placed within the Operating Areas or affixed to tables, counters, bars, and the like, if they refer to items offered for sale by the Operator.

207. Expenses.

207.1 Utilities. The City shall be responsible for the payment of all gas, trash, electricity, phone, and other utilities and services used or consumed by the Operator with respect to the Operator's use of the Operating Areas pursuant to this Agreement. The contractor shall responsibly manage the HVAC thermostat controls, turning off and/or reducing the use of the system when Zelda's is closed.

207.2 Possessory Interest. Pursuant to California Revenue and Taxation Code Section 107.6, the City hereby informs the Operator that this Agreement may create a possessory interest subject to property taxation, and in such event the Operator may be subject to the payment of property taxes levied on such interest. The Parties agree that in the event possessory interest property taxes are levied against the Operator in connection with this Agreement, such taxes shall be the Operator's responsibility.

208. Personnel Policies. All food and beverage service employees will be employees of the Operator and on the Operator's payroll; they shall not under any circumstances

be deemed, construed or treated as an employee of the City. Operator shall make and enforce a uniform policy sufficient to ensure its employees present a clean, groomed and professional appearance at all times they are in the Operating Areas.

209. Maintenance and Repair of Operating Areas. Except for maintenance and repairs necessitated by the willful acts or negligence of the Operator, or of its agents, employees, invitees, or customers, the City shall be responsible at its cost for maintaining the heating and air conditioning systems, roof, foundation and structural components of the Operating Areas. The City shall provide training on equipment maintenance and custodial standards. The Operator shall make staff available for this training. The Operator shall be responsible for maintaining the interior and non-structural portions of the Operating Areas, throughout the term of this Agreement, and delivering the same to the City at the expiration or termination of this Agreement, in good working condition, repair and reasonable wear and tear excepted. The City will provide training and protocols on equipment maintenance and custodial standards upon execution of the Agreement. Without limiting the generality of this obligation, the Operator shall, at its own expense, be responsible as follows:

(a) The Operator shall repair and maintain all equipment, furniture, furnishings, and installations which are used within the Operating Areas. The Operator shall be responsible, at its own expense, for the maintenance and repair of all lighting fixtures within the Operating Areas, including the replacement of incandescent and fluorescent lamps, starters, ballasts, and other similar appurtenances.

(b) Cleaning and maintenance of the Operating Areas shall be conducted at a level consistent and in accordance with all applicable health and sanitation laws and regulations high enough to receive an A rating upon inspection by the Department of Public Health (DPH), and any other standards as may be directed by the City.

(c) Equipment storage and maintenance areas shall at all times be kept and maintained in a clean, orderly, and sanitary condition, free of debris and oil spills. Flammable materials must be stored in containers and in locations which are approved by the City and/or applicable local and state regulators. Spare equipment not used in regular daily operations shall be stored in areas designated by the City if available.

(d) The Operator shall provide complete and proper arrangements for handling and disposal of all garbage, trash, unused equipment, and other refuse resulting from Operator's operations pursuant to this Agreement; and the Operator shall provide and use suitable receptacles, in sufficient number, within and upon the Operating Areas, for the disposal of the same. Upon payment by the Operator of such charges as the City may assess therefor, the Operator shall have the right to use the City's trash bins for disposal of its refuse. Piling of boxes, cartons, barrels or other similar items in an unsafe or unsightly manner is prohibited.

(e) The Operator shall be responsible for the repair and

maintenance of all plumbing which serves the Operating Areas, including water lines from the point of connection with the main water line, and drains and waste lines to the point of connection with the main sewer line, whether such lines and such connections are within or outside the Operating Areas. All drains shall be properly installed and sealed to prevent leakage, and Operator shall install catch pans underneath all drains and waste lines where necessary to prevent leakage. The Operator is responsible for all material that is deposited in the plumbing system from the Operating Areas and for cleaning the grease traps within the Operating Areas. The Operator shall not deposit any drain cleaner or other chemical substances into the plumbing system which have not been approved in advance by City and/or applicable local and state regulators. The Operator shall reimburse the City upon demand all costs of repairing any damage to the City's plumbing or other property of the City resulting from a failure by the Operator to maintain the plumbing system serving the Operating Areas, or from any failure by the Operator to keep such plumbing system or the floors within the Operating Areas in a watertight condition, or from any liquid, grease, or other debris which has been deposited in such plumbing system that results in stoppage or other damage.

(f) The Operator will at all times keep the Operating Areas free of insects, rodents, and other pests.

If the Operator fails to perform its obligations under this Section 209, the City may do all things necessary to restore the Operating Areas to the condition required by this Agreement, charging the cost and expense to the Operator, and the Operator shall pay to the City all such costs and expenses in addition to the fees and charges herein provided.

210. Alterations. The Operator shall make no alterations or changes to the Operating Areas without having first received the prior written approval of the City.

211. Avoidance of Liens. The Operator shall keep the Operating Areas, LPAC, and all other property of the City free and clear of any mechanic's or materialmen's liens of the Operator's contractor or material suppliers, and the Operator shall indemnify the City and hold it harmless against any such liens or any claims of lien of the Operator's contractors or material suppliers.

212. Cooperation with Operator's Successor. Upon the expiration or earlier termination of this Agreement, the Operator shall cooperate reasonably with the party or parties selected by the City to operate Zelda's 750 West and/or the East End or other establishment(s) upon and within the Operating Areas so as to cause the least disruption of service to the public resulting from the transition.

213. Sale of Alcoholic Beverages. The Operator's sale of alcoholic beverages upon and within the Operating Areas shall be pursuant and subject to all of the terms, conditions

and restrictions of the Lancaster Community Services Foundation liquor license. The Operator shall not commit any act or engage in any conduct that violates the terms, conditions and/or restrictions of the Lancaster Community Services Foundation liquor license. Additionally, the Operator shall not apply for its own liquor license with respect to the Operating Areas or the LPAC. The Lancaster Community Services Foundation's liquor license is the Lancaster Community Services Foundation's property and any right the Operator has to serve alcoholic beverages upon and within the Operator Area pursuant to the Lancaster Community Services Foundation liquor license shall cease upon termination or expiration of this Agreement. Operator must apply to become a certified manager through the Office of Alcohol and Beverage Control (ABC) and pay all associated fees with application process. All on-site employees will have documentation that they have taken Responsible Beverage training and new employees shall complete training within 30 days after employment has started. Operator shall make all certificates of completion available for City inspection upon demand.

300. INSURANCE REQUIREMENTS.

301. General Insurance Provisions. All insurance provided for under this Section 300 shall be effected by policies issued by insurance companies that have sound financial strength and maintain a rating of A:VIII in Am Best's Key rating guide, or equivalent. Certificates of insurance and endorsements shall be delivered to the City before and as an express condition precedent to the commencement of the Term of this Agreement and all insurance policies shall be renewed (or replaced, as applicable) prior to their respective expiration dates. All applicable insurance policies described in this Section 300 shall be written in the name of the Operator, with the City named as an additional insured thereon, except for worker's compensation insurance and any other insurance with respect to which it is impractical or inappropriate to name the City, or any other parties as a named insured or an additional insured. All property insurance policies shall be endorsed specifically to the effect that the proceeds of any building, contents or business interruption losses shall be made payable to the City (except for the proceeds of any business interruption insurance which shall be payable to the Operator as provided herein). All such policies of insurance shall also be endorsed specifically to the effect that such policies shall not be canceled or materially changed without at least thirty (30) calendar days prior written notice to the City. Certificates of insurance shall be sent to the City at the addresses shown in Section 903 below. The City and the Operator shall review all coverage limits and deductible amounts set forth in this Section 300 from time to time for the purpose of determining the coverage limits and deductible amounts then appropriate for properties similar in type and construction to the Operating Areas and for the nature of the business being conducted.

302. Insurance to be Maintained by Operator. At all times during the Term, the Operator shall procure and maintain the following insurance coverages:

(a) Comprehensive or commercial general liability insurance written on an "occurrence" basis against claims for personal property (including bodily injury and death) and property damage, with a combined single limit for bodily injury and property damage

of at least Two Million Dollars (\$2,000,000) per occurrence;

(b) Owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by the Operator and the Operator's employees in connection with this Agreement with a combined single limit for bodily injury and property damage of at least One Million Dollars (\$1,000,000) per occurrence;

(c) Employment practices liability coverage with a combined single limit of at least Two Million Dollars (\$2,000,000.00) to cover any of the Operator's employees who work within the Operating Areas;

(d) Workers' compensation and employer's liability insurance as may be required under applicable laws covering all of Operator's employees employed at the Operating Areas;

(f) Umbrella or excess liability coverage with a limit of not less than Ten Million Dollars (\$10,000,000.00);

(g) Comprehensive or commercial general liability insurance written on an "occurrence" basis against claims for personal property (including bodily injury and death) and property damage, with a combined single limit for bodily injury and property damage of at least Two Million Dollars (\$2,000,000) per occurrence and including a waiver of any liquor liability exclusion; and

(h) Such other insurance in amounts as the City, in its reasonable judgment, deems advisable for protection against claims, liabilities and losses arising out of or in connection with the operation Zelda's 750 West and the East End and/or other activities under this Agreement.

(i) The certificate of insurance must contain the following additional insured language, Additional Insureds: The City and its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.

400. DAMAGE OR DESTRUCTION; EMINENT DOMAIN; FORCE MAJEURE EVENTS.

401. Damage or Destruction. Should the Operating Areas be destroyed or substantially damaged by fire, flood, acts of God, or other casualty, the City, by written notice to the Operator given within sixty (60) days following the occurrence of such event, shall have the right to terminate this Agreement on the basis that the City does not choose to rebuild or restore the Operating Areas, and in such event neither party shall have any further obligation to the other party under this Agreement, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. For the purpose of this Section 401,

the Operating Areas shall be deemed to have been substantially damaged if the estimated length of time required to restore the Operating Areas substantially to its condition and character just prior to the occurrence of such casualty shall be in excess of six (6) months, as indicated by an architect's certificate or other evidence reasonably satisfactory to the Operator. If this Agreement is not terminated in the event of damage to the Operating Areas either because (i) the damage does not amount to substantial damage as described above, or (ii) notwithstanding destruction of or substantial damage to the Operating Areas, the City elects to restore the Operating Areas, then the City shall proceed, at the City's own expense, with all due diligence to commence and complete restoration of the Operating Areas to its condition and character just prior to the occurrence of such casualty.

402. Eminent Domain. If all of the Operating Areas (or such a substantial portion of the Operating Areas so to make it unfeasible, in the reasonable opinion of the City, to restore and continue to operate the remaining portion of the Operating Areas for the purposes contemplated in this Agreement) shall be taken through the exercise (or by agreement in lieu of the exercise) of the power of eminent domain, then upon the date that the City shall be required to surrender possession of the Operating Areas or of that substantial portion of the Operating Areas, this Agreement shall terminate and neither party shall have any further obligation to the other party under this Agreement except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. If such taking of a portion of the Operating Areas shall not make it unfeasible, in the reasonable opinion of the City, to restore and continue to operate the remaining portion of the Operating Areas for the purposes contemplated in this Agreement, then this Agreement shall not terminate, and the City shall proceed, at the City's own expense, with all due diligence to alter or modify the Operating Areas so as to render it a complete architectural unit which can be operated as before.

403. Force Majeure Events. As used in this Agreement, the term "Force Majeure Event" means declared or undeclared war, acts of terrorism, sabotage, riot or acts of civil disobedience, acts or omissions of governmental agencies, accidents, fires, explosions, floods, earthquakes, State or City declaration of emergency, pandemic, or other acts of God, strikes, labor disputes, shortages of materials, or any other event not within the control of the Operator and not caused by the gross negligence or wrongful conduct of the Operator.

500. INDEMNIFICATION.

501. Operator's Indemnity. The Operator agrees to and shall indemnify and hold harmless the City and its elected officials, officers, employees and volunteers from and against any and all claims, demands, actions, lawsuits, proceedings, damages liabilities, judgments, penalties, fines, attorneys' fees, costs, and expenses:

(a) which result from any act or omission arising from or relating to Operator's use of the Operating Areas, operation of Zelda's 750 West and/or the East End and/or any other activities under this Agreement; or

(b) which result from any action taken by Operator that is expressly prohibited by this Agreement; or

(c) which result from Operator's breach of any covenant or obligation contained in this Agreement.

502. City's Indemnity. The City agrees to and shall indemnify and hold harmless the Operator and its owners, officers, directors, employees, members and managers from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, attorneys' fees, costs, and expenses which result from the City's breach of this Agreement.

503. Nature of Indemnity. The indemnity obligations of the Operator set forth in this Section 500 shall survive the expiration or earlier termination of this Agreement and shall be offset to the extent of any applicable insurance proceeds paid to the City.

600. DEFAULT.

601. Events of Default. The occurrence of any one or more of the following events which is not cured in the time permitted shall constitute a default under this Agreement ("Event of Default"):

(a) The Operator's failure to pay when due any sums payable under this Agreement.

(b) Either Party's failure to comply with any of the material covenants, agreements, terms, or conditions of this Agreement or such failure shall continue for a period of thirty (30) days after written notice to the defaulting party specifying in detail the nature of such failure. Notwithstanding the foregoing, in the event any failure cannot with due diligence be cured within such thirty (30) day period, if the defaulting party proceeds promptly and diligently to cure the same and thereafter diligently prosecutes the curing of such failure, the time within which the failure may be cured shall be extended for such period as may be reasonably necessary for the defaulting party to cure the failure.

(c) The Operator's failure to stay current on invoices with alcohol beverage distributors for purchases made under the Lancaster Community Services Foundation liquor license.

(d) The Operator's failure or refusal to comply with the terms, conditions and/or regulations pertaining to Lancaster Community Services Foundation's liquor license and/or any order, requirement or other decree of the California Department of Alcoholic Beverage Control.

700. REPRESENTATIONS AND WARRANTIES.

701. Operator's Representations. As a material inducement to the City to enter into this Agreement, Operator represents and warrants the following:

(a) The Operator is a corporation duly organized, validly existing and in good standing under the laws of the state of California; that it is duly qualified to do business and is in good standing in the State of California; that it has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by the Operator of the Operator's obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which the Operator is a party or by which Operator is bound.

(b) All actions required to be taken by or on behalf of the Operator to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of Operator enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(c) The person(s) executing this Agreement on behalf of Operator have full power and authority to bind the Operator to the terms hereof.

702. City's Representations. As a material inducement to the Operator to enter into this Agreement, the City represents and warrants the following:

(a) The City is a California municipal corporation and charter city, validly existing and in good standing under the laws of the State of California; that it is duly qualified to do business and is in good standing in the State of California; that it has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by the City of City's obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which the City is a party or by which the City is bound.

(b) All actions required to be taken by or on behalf of the City to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of the City enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(c) The persons executing this Agreement on behalf of the City have full power and authority to bind the City to the terms hereof.

800. TRANSFER AND ASSIGNMENT.

801. Limitation on Operator. The Operator shall not sell, convey, assign, transfer, hypothecate, pledge, or otherwise dispose of (or agree to do any of the foregoing) all or any part of its interest, if any, in this Agreement, or any contractual rights or obligations related hereto, without the prior written consent of the City.

802. Limitation on City. The City may assign or transfer this Agreement to a governmental agency related to the City. The City may also assign and transfer its rights under this Agreement to a purchaser or new owner of the LPAC that assumes the obligation of City hereunder. Otherwise, the City may not assign or transfer its rights hereunder without the prior written consent of Operator.

900. MISCELLANEOUS.

901. Waiver. The waiver by either the City or the Operator of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by City or the Operator, unless such waiver is in writing signed by the party against whom such waiver is asserted.

902. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between the City and the Operator, oral or written, relating to the subject matter of this Agreement. The City has made no representations or promises not expressly contained herein. No subsequent alterations, amendment, change or addition to this Agreement shall be binding upon the City and the Operator unless reduced to writing and signed by them.

903. Notices. Notices, statements and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion (and in any event within any time limits established elsewhere in this Agreement) and shall be in writing and delivered by hand (including pre-paid courier) or sent by a reputable overnight delivery service such as Federal Express and addressed as follows:

To City: City of Lancaster
44933 North Fern Avenue
Lancaster, California 93534
Attention: Sonya Patterson

To Operator: Attn: Karen Tipps
Fusion Food Concepts, LLC
1055 West Columbia Way Unit 110
Lancaster, CA 93534

or at such other address as from time to time designated by the party receiving the notice in accordance with this Section 903. The date of service of such notices shall be the date such notices are delivered to the party to whom the notice is given.

904. Successors and Assigns. This Agreement is personal to the City and the Operator and except as otherwise provided herein, the Operator shall have no right, power or authority to assign this Agreement, or any portion hereof or any monies due or to become due hereunder, or to delegate any duties or obligations arising hereunder, either voluntarily, involuntarily or by operation of law, without the prior written approval of the City. Except as otherwise provided herein, the Operator shall not have any right, power or authority to subcontract its services, or any portion thereof, without the prior written approval of the City. Any approval by the City of any subcontract of the Operator's services or any part thereof shall not be construed to make the City a party to such subcontract or to expose the City to any claims or liabilities arising thereunder. Without waiver of the foregoing provisions, all of the rights, benefits, duties, liabilities and obligations of the parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

905. Applicable Law. This Agreement and all provisions thereof, irrespective of the place of execution or performance, shall be construed and enforced in accordance with the laws of the State of California. Venue for any action arising out of this Agreement shall be Los Angeles County.

906. Cumulative Rights. The rights and remedies conferred upon both the City and the Operator in this Agreement and by law are cumulative.

907. Severability. If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

908. Further Assurances. The Operator and the City each agree to execute and deliver from time to time, promptly following any reasonable request therefore by the other party, any and all instruments, agreements and documents, and promptly shall take such other

actions as may be necessary or appropriate in the reasonable determination of the other party, to carry out the transaction described in this Agreement.

909. Possessory Interest. Pursuant to California Revenue and Taxation Code Section 107.6, the City hereby informs the Operator that this Agreement may create a possessory interest subject to property taxation, and in such event the Operator may be subject to the payment of property taxes levied on such interest. The parties agree that in the event possessory interest property taxes are levied against the Operator in connection with this Agreement, such taxes shall be the Operator's responsibility.

910. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

[Signatures begin on next page.]

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

CITY OF LANCASTER

LANCASTER, CALIFORNIA

By: _____
Jason Caudle

COMPANY NAME

By: _____
Karen Tipps, Owner

ATTEST:

Andrea Alexander, City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit "A" to Operating Agreement
Zelda's 750 West and East End Operating Areas

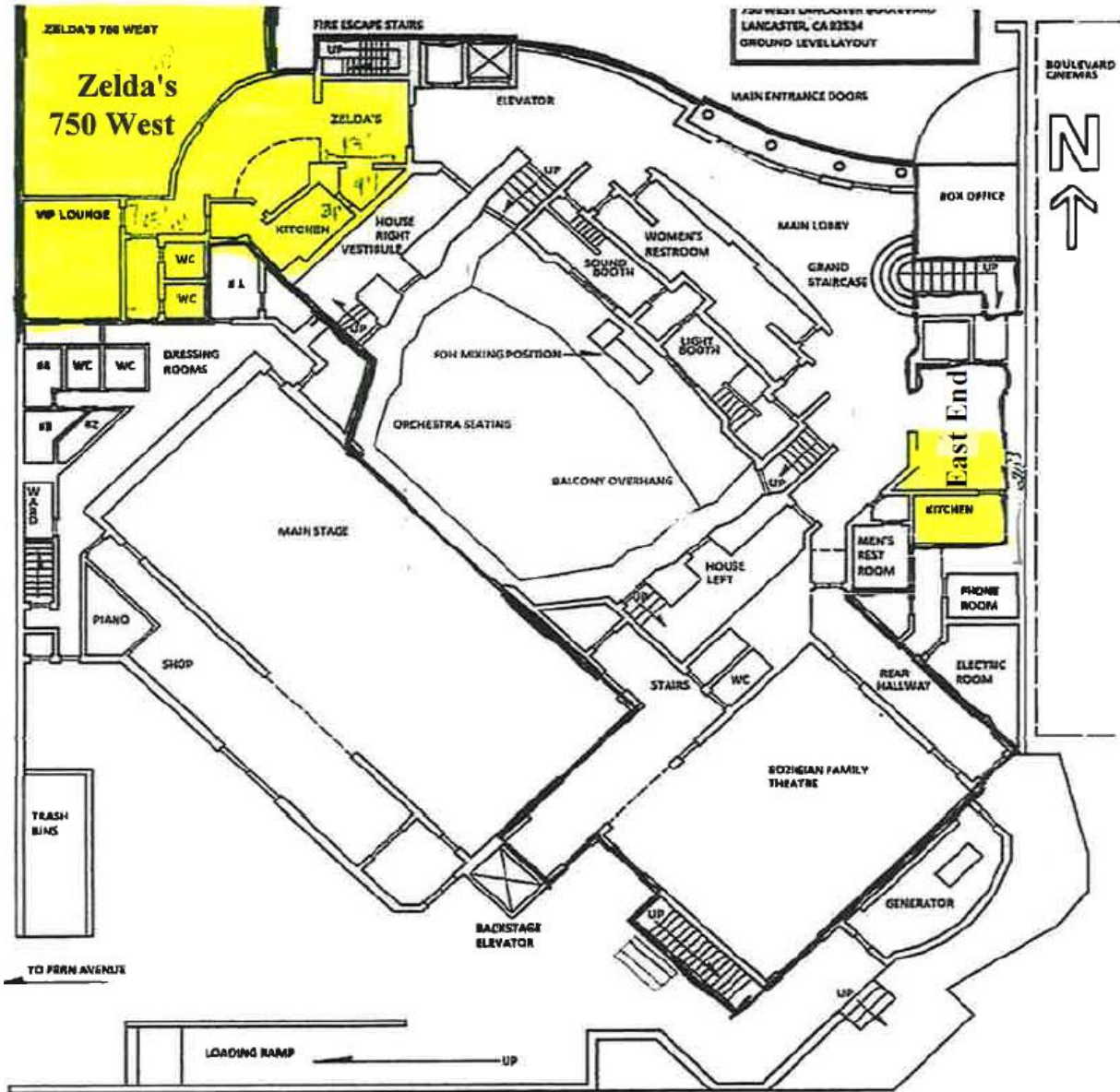


Exhibit “B”
Compensation Schedule

The Operator agrees to remit Operator Fees and Revenue Sharing Fees (defined below) based the compensation schedule as follows:

Year 1 - January 1, 2022 to December 31, 2022

For the portion of the Term commencing January 1, 2022 and ending December 31, 2022, Operator Fees for the operation of Zelda’s 750 West and the East End shall be paid as follows:

1. \$2,000 per month (the “Zelda’s Operating Fees”), paid in advance, on the first day of each month. Operating fees shall not begin until February 1, 2022. Operating Fees shall be submitted with the City remittance form, which is attached as Exhibit “C”; and
2. 4% of gross receipts (“Revenue Sharing Fees”) shall be paid on the last business day of the month for the preceding month. Revenue Sharing Fees shall not begin to accrue until July 1, 2022. Revenue Sharing Fees shall be submitted with the City remittance form, which is attached as Exhibit “C” and incorporated herein. Payments not received on time will be subject to a \$50 penalty and shall accrue interest at a rate of 1.5% per month or the maximum interest allowable by law, whichever is greater.

	Monthly Operating Fee due prior to: *	Revenue Sharing payment due by: *
January	January 1	February 28**
February	February 1	March 31**
March	March 1	April 30**
April	April 1	May 31**
May	May 1	June 30**
June	June 1	July 31**
July	July 1	August 31
August	August 1	September 30
September	September 1	October 31
October	October 1	November 30
November	September 1	December 31
December	December 1	January 31

*Note: if the due date falls on a weekend or holiday payments must be made prior to the weekend or holiday.

** Revenue sharing waived for January 2022 – June 2022

Year 2 – Year 5 - January 1, 2023 to December 31, 2026

For the portion of the Term commencing January 1, 2023 and ending December 31, 2026, Operator Fees for the operation of Zelda’s 750 West and the East End shall be paid as follows:

1. \$2,000 per month (the “Zelda’s Operating Fees”), paid in advance, on the first day of each month. Operating Fees shall be submitted with the City remittance form, which is attached as Exhibit “C”; and
2. Revenue Sharing Fees shall be negotiated annually and agreed to in writing by December 15 of the preceding the year. In the event the parties cannot mutually agree on a Revenue Sharing Fee, the Revenue Sharing will remain 4%. Revenue Sharing Fees shall be paid on the last business day of the month for the preceding month. Revenue Sharing Fees shall be submitted with the City remittance form, which is attached as Exhibit “C” and incorporated herein. Payments not received on time will be subject to a \$50 penalty and shall accrue interest at a rate of 1.5% per month or the maximum interest allowable by law, whichever is greater.

Exhibit "C"
City Remittance Form



Creating
a better
tomorrow.
Together.

CITY OF LANCASTER

Zelda's Monthly Operating Fee and Revenue Sharing Remittance Form

Monthly Operating fees for Zelda's and the East End is \$2,000 per month and due in advance of the first day of each month. Revenue sharing payment for the operation of Zelda's 750 West and the East End in the amount of 4% will be due monthly by the end of the month for the month prior. Payments not received on time may be subject to penalties and interest.

Reporting Period (MM / YYYY) _____

This return is subject to audit

MONTHLY OPERATING FEE \$2,000

WORKSHEET FOR REVENUE SHARING PAYMENT

1. Gross Receipts for Reporting Period _____
2. 4% Revenue Sharing (Line 1 x 0.04) _____
3. Total Amount Due _____

For City Use Only: Payment received on _____ By _____ Dist Code: _____

I declare under penalty of perjury that the information provided in this return is true and correct to the best of my knowledge.

Signature

Date

Print Name

Title

Email address for payment receipt: _____

Please make check payable to: City of Lancaster

Checks should be delivered or mailed to:

City of Lancaster - Finance Department
44933 Fern Avenue
Lancaster, CA 93534

Need Assistance:

Email us at: PARCSinfo@cityoflanaster.org

Phone: (661) 723-6077

**Exhibit “D”
Scope of Services**

- A. The Operator shall provide all labor and supervision necessary to perform proposed services per Operating Agreement. The Operator is an independent contractor and not an employee of the City. The Operator is responsible for Workmen's Compensation coverage.
- B. Quality customer service is paramount for the City of Lancaster. The Operator will be expected to make this a high priority in all phases of the management and operation of Zelda’s 750 West and East End.
- C. The Operator shall agree to abide by all Federal, State, County, and Local Laws associated with said services.
- D. Operator shall provide to the City a certificate(s) of the required liability insurance naming the City as additionally insured prior to execution of the Agreement.
- E. LICENSES AND PERMITS
 - 1. A City of Lancaster business license must be applied for within (10) working days after the award of the Operating Agreement. The Business License is not a prerequisite for submission of an Offer. Inquiries regarding Business License may be answered by calling (661) 495-5100 or by visiting <https://www.cityoflancasterca.org/our-city/departments-services/finance/business-licensing>
 - 2. All operations of Zelda’s 750 West must meet Los Angeles County Department of Environmental Health standards for safe operations. A copy of this license must be submitted to the City of Lancaster within (10) working days after the award of Agreement.
 - 3. Operator will be required to have a ServSafe certificate or equivalent and must provide proof of possession.
- F. All books and records for operation of Zelda’s 750 West and East End under the Agreement shall be made available for review and audit at the City’s discretion.

- G. Operator shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the Operating Agreement, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City of Lancaster from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- H. Operator shall provide staff and employees with uniforms that are appropriate for the venue and level of service provided. Uniforms shall be approved in advance by City of Lancaster.
- I. Operator has established Zelda's operating hours as: Sundays, 10 am – 2 pm and Tuesday through Saturday, 4 pm – 12 am. A change in operating hours is subject to prior City approval. Per Section 203 in Operating Agreement, Zelda's 750 West and the East End shall be open for business from at least one (1) hour before each LPAC regular season performance and each private event for which LPAC has been rented, and Zelda's 750 West remain open until at least one (1) hour after such performances and events. East end shall close prior to the end of the performance.

Exhibit "E"
Performance Report Card



CITY OF LANCASTER
Zelda's Performance Report Card

Performance Indicator	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	Notes/Comments
Cleanliness				
Kitchen & Bar				
East End				
Bar and Lounge				
Restroom				
Storage & Maintenance Area				
Trash & Equipment Disposal				
Sanitation Rating "Grade A II"				
Facility & Equipment Maintenance				
Interior Operating Area				
Equipment				
Furniture/Furnishings				
Lighting				
Patio				
Fountain				
Plumbing				
Grease Traps				
Pest Control				
Menu				
Quality of Food				
Quality of Drinks				
Prices				
Menu Presentation				
Service				

Exhibit "E"
Performance Report Card – Continued

Customer Service				
Responsible Beverage Service				
Marketing				
Brand Consistency				
Content				
Messaging				
Frequency				
Staff				
Staffing Levels				
Professionalism				
Uniform				
Interaction with LPAC/City				
Customer Service				
Hours of Operation				
LPAC Shows				
Outside of LPAC shows				
Communication				
Requests for repairs/maintenance				
Situational Updates				
Engagement				
Community				
BLVD Association				
Misc. Operations				

Prepared by: _____ Date: _____

Operator Review

The Performance Report was reviewed and discussed with the operator to ensure the successful operation of Zelda's. The Operator agrees to immediately address and correct deficiencies that do not meet expectations.

Operator Representative: _____

Operator Signature: _____ Date: _____

STAFF REPORT
City of Lancaster

CC 16
12/14/2021
JC

Date: December 14, 2021

To: Mayor Parris and City Council Members

From: Jason Caudle, City Manager
Kathleen Abaied, Human Resources Senior Manager

Subject: Amending Classifications Schedule for Represented and Non-Represented Full Time and Temporary Employees of the City and Approval of Extension of the Memorandum of Understanding between the City of Lancaster and Teamsters Local 911 and Approval of Extension of the Memorandum of Understanding between the City of Lancaster and Lancaster Code Enforcement Association

Recommendation:

1. Adopt Resolution 21-XX, a resolution approving the extension of the Memorandum of Understanding between the City of Lancaster and Lancaster Code Enforcement Association (January 1, 2019 through December 31, 2021) until the union membership ratifies the new Memorandum of Understanding.
2. Adopt Resolution 21-XX, a resolution approving the extension of the Memorandum of Understanding between the City of Lancaster and Teamsters Local 911 (January 1, 2019 through December 31, 2021) until the union membership ratifies the new Memorandum of Understanding.
3. Adopt Resolution 21-XX, amending Resolution 21-38, establishing a compensation schedule for all classifications of full time and temporary represented and non-represented employees of the City of Lancaster.

Fiscal Impact:

Recommended action #3 will result in an increase of approximately \$149,000.00 to the 2021-2022 Budget in full time employee salaries.

Background:

The City of Lancaster and Teamsters Local 911 have held several discussions. Membership vote on the new Memorandum of Understanding, effective January 1, 2022, is expected to take place before January 31, 2022. The City of Lancaster and Teamsters Local 911 are in agreement to provide the union membership the time necessary to conduct their vote to ratify the new

Memorandum of Understanding.

The City of Lancaster and Lancaster Code Enforcement Association have held several discussions. Membership vote on the new Memorandum of Understanding, effective January 1, 2022, is expected to take place before January 31, 2022. The City of Lancaster and Lancaster Code Enforcement Association 911 are in agreement to provide the union membership the time necessary to conduct their vote to ratify the new Memorandum of Understanding.

For full time and temporary staff, the previous Resolution 21-38 has been updated to reflect the revised compensation schedule, effective 7/4/2021. The top and bottom of the ranges for 2000, 3000, 4000, 5000, 6000 & 7000 series classifications have been adjusted to conform to CalPERS requirements.

Attachment:

Resolution No. 21-63

Resolution No. 21-64

Resolution No. 21.65

RESOLUTION NO. 21-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA APPROVING THE EXTENSION OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND LANCASTER CODE ENFORCEMENT ASSOCIATION.

WHEREAS, the City Council is desirous of approving the extension of the Memorandum of Understanding between the Lancaster Code Enforcement Association; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LANCASTER DOES HEREBY RESOLVE, DETERMINE AND FIND AS FOLLOWS;

Section 1. Approve the extension of the Memorandum of Understanding (MOU) between the City and Lancaster Code Enforcement Association until the union membership ratifies a new Memorandum of Understanding in 2022.

Section 2. Any Resolution in conflict with provisions stated herein shall be considered superseded by the provisions contained in this Resolution.

PASSED, APPROVED and ADOPTED this ___ day of _____, _____, 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 RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. 21-63, 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)

RESOLUTION NO. 21-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER,
CALIFORNIA APPROVING THE EXTENSION OF THE MEMORANDUM OF
UNDERSTANDING (MOU) BETWEEN THE CITY AND TEAMSTERS LOCAL 911.

WHEREAS, the City Council is desirous of approving the extension of the Memorandum of Understanding between the City and Teamsters 911; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LANCASTER DOES HEREBY RESOLVE, DETERMINE AND FIND AS FOLLOWS;

Section 1. Approve the extension of the Memorandum of Understanding (MOU) between the City and Teamsters Local 911 until the union membership ratifies a new Memorandum of Understanding in 2022.

Section 2. Any Resolution in conflict with provisions stated herein shall be considered superseded by the provisions contained in this Resolution.

PASSED, APPROVED and ADOPTED this ___ day of _____, _____, 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 RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. 21 - 64, 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)

RESOLUTION NO. 21-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, AMENDING RESOLUTION 21-38 ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT AND A COMPENSATION SCHEDULE FOR REPRESENTED AND NON-REPRESENTED REGULAR AND PROBATIONARY EMPLOYEES OF THE CITY

WHEREAS, the City Council is desirous of amending the Classification and Compensation Schedule for Represented and Non-Represented Full Time Employees;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LANCASTER DOES HEREBY RESOLVE, DETERMINE AND FIND AS FOLLOWS;

Section 1. The 5000 series employee group and the following Tier 1 (employees hired in the following positions on or before June 30, 2019) classifications are established in the Compensation Schedule effective July 4, 2021 as follows:

<u>Classification</u>	Hourly	Monthly
Administrative Assistant	\$26.68 - \$35.87	\$4,623.68 - \$6,216.84
Technician II	\$30.93 - \$41.59	\$5,361.84 - \$7,209.09

Section 2. The 5000 series employee group and the following Tier 2 classifications are established in the Compensation Schedule effective July 4, 2021 as follows:

<u>Classification</u>	Hourly	Monthly
Officer	\$24.67 - \$32.90	\$4,276.86 - \$5,703.10
Administrative Assistant	\$24.67 - \$32.90	\$4,276.86 - \$5,703.10
Technician I	\$24.67 - \$32.90	\$4,276.86 - \$5,703.10
Technician II	\$28.78 - \$38.38	\$4,989.05 - \$6,652.69

Section 3. The 4000 series employee group and the following Tier 1 (employees hired in the following positions on or before June 30, 2019) classifications are established in the Compensation Schedule effective July 4, 2021 as follows:

<u>Classification</u>	Hourly	Monthly
Specialist I	\$30.18 - \$40.58	\$5,230.43 - \$7,034.35
Specialist II	\$34.15 - \$45.92	\$5,918.90 - \$7,958.72
Senior Specialist	\$36.77 - \$49.45	\$6,372.83 - \$8,570.68
Accountant	\$36.77 - \$49.45	\$6,372.83 - \$8,570.68
Analyst	\$43.70 - \$58.78	\$7,575.23 - \$10,187.83
Supervisor I	\$36.77 - \$49.45	\$6,372.83 - \$8,570.68
Inspector	\$36.77 - \$49.45	\$6,372.83 - \$8,570.68
Supervisor II	\$40.58 - \$54.58	\$7,034.35 - \$9,460.42
IT Analyst I	\$40.58 - \$54.58	\$7,034.35 - \$9,460.42
Senior Inspector	\$42.64 - \$57.34	\$7,390.47 - \$9,939.35
Senior Engineering Technician	\$42.64 - \$57.34	\$7,390.47 - \$9,939.35
Coordinator III	\$43.70 - \$58.78	\$7,575.23 - \$10,187.83

IT Analyst II	\$44.80 - \$60.25	\$7,764.57 - \$10,442.53
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Section 4. The 4000 series employee group and the following Tier 2 classifications are established in the Compensation Schedule effective July 4, 2021 as follows

<u>Classification</u>	<u>Hourly</u>	<u>Monthly</u>
Specialist I	\$28.79 - \$38.38	\$4,989.73 - \$6,652.97
Senior Administrative Assistant	\$32.90 - \$43.87	\$5,702.54 - \$7,603.40
Specialist II	\$32.90 - \$43.87	\$5,702.54 - \$7,603.40
Coordinator I	\$32.90 - \$43.87	\$5,702.54 - \$7,603.40
Executive Assistant	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Assistant City Clerk	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Inspector	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Engineering Technician	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Senior Specialist	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Purchasing Agent	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Accountant	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Supervisor I	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Coordinator II	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Senior Inspector	\$41.12 - \$54.83	\$7,128.18 - \$9,504.24
Senior Engineering Technician	\$41.12 - \$54.83	\$7,128.18 - \$9,504.24
Supervisor II	\$41.12 - \$54.83	\$7,128.18 - \$9,504.24
Coordinator III	\$41.12 - \$54.83	\$7,128.18 - \$9,504.24
Planner	\$41.12 - \$54.83	\$7,128.18 - \$9,504.24
Analyst	\$41.12 - \$54.83	\$7,128.18 - \$9,504.24
IT Analyst I	\$41.12 - \$54.83	\$7,128.18 - \$9,504.24
Assistant Manager	\$45.24 - \$60.32	\$7,841.00 - \$10,454.67
Senior Coordinator	\$45.24 - \$60.32	\$7,841.00 - \$10,454.67
Senior Analyst	\$45.24 - \$60.32	\$7,841.00 - \$10,454.67
IT Analyst II	\$45.24 - \$60.32	\$7,841.00 - \$10,454.67
Senior IT Analyst	\$49.35 - \$65.80	\$8,553.82 - \$11,405.10
Engineer	\$49.35 - \$65.80	\$8,553.82 - \$11,405.10

Section 5. The 3000 series employee group and the following Tier 1 (employees hired in the following positions on or before June 30, 2019) classifications are established in the Compensation Schedule effective July 4, 2021 as follows:

<u>Classification</u>	<u>Hourly</u>	<u>Monthly</u>
Executive Assistant	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Planner	\$39.62 - \$55.47	\$6,867.52 - \$9,614.91
Analyst	\$41.12 - \$55.47	\$7,128.19 - \$9,614.91
Analyst	\$43.70 - \$58.78	\$7,575.23 - \$10,187.83
Senior Analyst	\$42.67 - \$59.74	\$7,395.36 - \$10,354.55
Engineer	\$49.35 - \$65.80	\$8,553.82 - \$11,405.10
Senior Planner	\$48.27 - \$67.58	\$8,367.37 - \$11,714.11

Manager	\$51.99 - \$72.78	\$9,011.29 - \$12,615.97
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Section 6. The 3000 series employee group and the following Tier 2 classifications are established in the Compensation Schedule effective July 4, 2021 as follows:

<u>Classification</u>	Hourly	Monthly
Senior Planner	\$49.35 - \$65.80	\$8,553.82 - \$11,405.10
Manager	\$53.46 - \$71.28	\$9,266.64 - \$12,355.51
Chief Building Official	\$57.57 - \$76.77	\$9,979.45 - \$13,305.94
Senior Engineer	\$57.57 - \$76.77	\$9,979.45 - \$13,305.94
City Clerk	\$65.80 - \$87.73	\$11,405.09 - \$15,206.80
Assistant City Attorney	\$65.80 - \$87.73	\$11,405.09 - \$15,206.80
Senior Manager	\$65.80 - \$87.73	\$11,405.09 - \$15,206.80

Section 7. The 2000 series employee group and the following Tier 1 (employees hired in the following positions on or before June 30, 2019) classifications are established in the Compensation Schedule effective July 4, 2021 as follows

<u>Classification</u>	Hourly	Monthly
Director	\$73.68 - \$110.53	\$12,770.58 - \$19,157.95

Section 8. The 2000 series employee group and the following Tier 2 classifications are established in the Compensation Schedule effective July 4, 2021 as follows:

<u>Classification</u>	Hourly	Monthly
Director	\$82.25 - \$109.66	\$14,256.36 - \$19,008.49
Senior Director	\$87.26 - \$116.35	\$15,125.66 - \$20,167.55
Assistant City Manager	\$100.30 - \$133.74	\$17,385.81 - \$23,181.08

Section 9. The 6000 series employee group and the following classifications are established in the Compensation Schedule effective July 4, 2021 as follows:

<u>Classification</u>	Hourly	Monthly
Maintenance Worker I	\$22.99 - \$30.93	\$3,985.68 - \$5,361.84
Custodian	\$23.57 - \$31.70	\$4,085.83 - \$5,495.38
Utility Maintenance Worker I	\$24.16 - \$32.50	\$4,187.84 - \$5,632.62
Maintenance Worker II	\$25.38 - \$34.14	\$4,399.27 - \$5,918.24
Senior Custodian	\$26.02 - \$35.00	\$4,510.55 - \$6,066.61
Utility Maintenance Worker II	\$26.68 - \$35.87	\$4,623.68 - \$6,216.84
Light Equipment Mechanic	\$26.68 - \$35.87	\$4,623.68 - \$6,216.84
Facilities Maintenance Worker	\$26.68 - \$35.87	\$4,623.68 - \$6,216.84
Lead Maintenance Worker	\$28.72 - \$38.63	\$4,977.93 - \$6,695.35
Groundskeeper	\$30.17 - \$40.59	\$5,230.16 - \$7,034.75
Heavy Equipment Mechanic	\$30.17 - \$40.59	\$5,230.16 - \$7,034.75
Lead Utility Maintenance Worker	\$30.17 - \$40.59	\$5,230.16 - \$7,034.75

Traffic Signal Technician	\$31.70 - \$42.64	\$5,495.38 - \$7,390.85
Lead Mechanic	\$33.31 - \$44.80	\$5,773.58 - \$7,765.49
Traffic Signal Electrician	\$42.64 - \$57.34	\$7,390.85 - \$9,939.16

Section 10. The 7000 series employee group and the following classifications are established in the Compensation Schedule effective July 4, 2021 as follows:

Classification	Hourly	Monthly
Code Enforcement Officer I (hired on or before January 31, 2019)	\$36.77 - \$49.44	\$6,372.63 - \$8,570.41
Code Enforcement Officer II (hired on or before January 31, 2019)	\$40.59 - \$54.58	\$7,035.60 - \$9,460.53
Tier 2*		
Code Enforcement Officer I (hired on or after February 1, 2019)	\$32.43 - \$43.62	\$5,621.49 - \$7,561.48
Code Enforcement Officer II (hired on or after February 1, 2019)	\$35.81 - \$48.16	\$6,207.57 - \$8,347.85

*All City employees that were hired on or before January 31, 2019 that are promoted or transferred to a Code Enforcement Officer position will be placed in Tier 2 classification and pay grade.

Section 11. The 8000 series employee group classifications are established in the Temporary Hourly Compensation Schedule as follows:

Classification	Effective 07/2020			
	Step 1	Step 2	Step 3	Step 4
Recreation Program Leader	\$16.00	\$16.80	\$17.64	\$18.52
Sr. Recreation Program Leader	\$19.45	\$20.42	\$21.44	\$22.51
Art Program Leader	\$16.00	\$16.80	\$17.64	\$18.52
Sr. Art Program Leader	\$19.45	\$20.42	\$21.44	\$22.51
Lifeguard I	\$16.00	\$16.80	\$17.64	\$18.52
Lifeguard II	\$17.64	\$18.52	\$19.45	\$20.42
Sr. Lifeguard	\$19.45	\$20.42	\$21.44	\$22.51
Sr. Aquatic Program Leader	\$23.64	\$24.82	\$26.06	\$27.37
Special Events Assistant	\$13.00	\$13.65	\$14.33	\$15.05
Technical Assistant	\$19.45	\$20.42	\$21.44	\$22.52
Sr. Technical Assistant	\$23.64	\$24.82	\$26.06	\$27.37
Stage Assistant	\$16.00	\$16.80	\$17.64	\$18.52
Sr. Stage Assistant	\$19.45	\$20.42	\$21.44	\$22.51
Media Assistant	\$19.45	\$20.42	\$21.44	\$22.52
Sr. Media Assistant	\$23.64	\$24.82	\$26.06	\$27.37
Maintenance Assistant	\$16.00	\$16.80	\$17.64	\$18.52
Sr. Maintenance Assistant	\$19.45	\$20.42	\$21.44	\$22.51
Facilities Assistant	\$16.00	\$16.80	\$17.64	\$18.52
Sr. Facilities Assistant	\$19.45	\$20.42	\$21.44	\$22.51
Ranger	\$16.00	\$16.80	\$17.64	\$18.52

Sr. Ranger	\$19.45	\$20.42	\$21.44	\$22.51
Undergraduate Intern	\$23.64			
Graduate Intern	\$27.37			
Office Assistant	\$16.00 - \$28.00			
Project Assistant	\$28.00 - \$48.00			

Section 12. Continuation of Other Benefits. All other existing benefits for 7000 series, 6000 series, 5000 series, 4000 series, 3000 series and 2000 series employees not conflicting with the above changes shall remain in effect until changed by the City through appropriate City Council action.

Section 13. Any Resolutions in conflict with provisions stated herein shall be considered superseded by the provisions contained within this Resolution.

PASSED, APPROVED, and ADOPTED this 14th day of December, 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 RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. 21-65 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 17
12/14/2021
JC

Date: December 14, 2021

To: Mayor Parris and City Council Members

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

Subject: **Purchase and Sale Agreement with L Street Properties, LLC**

Recommendations:

1. Approve the purchase of an approximately 45.75-acre portion of APN 3128-004-023 for the appraised value of \$4.92 per square-foot from L Street Properties, LLC.
2. Authorize the City Manager or his designee to negotiate and finalize the size and, by extension, price of the newly created parcel.
3. Authorize the City Manager or his designee, with the concurrence of the City Attorney, to negotiate, finalize and execute the Purchase and Sale Agreement and all related documents.

Fiscal Impact:

\$4.92 per square-foot, yielding \$9,800,000.00 for the approximately 45.75-acre parcel. \$3,000,000.00 of this total will be sourced from Lancaster Housing Authority (Authority) funds and will be considered in a separate action by the Authority, while the remainder will be generated from future sales of City-owned properties. The final price may be nominally adjusted upward or downward based on the precise square-footage of the to-be-created parcel. Purchase costs are expected to be recouped in the long-term through the sale of the parcel for development.

Background:

Throughout the State of California, availability and affordability of a wide variety of housing stock continues to be a persistent challenge to ongoing economic growth. The City of Lancaster is no different. Major local employers, particularly the region’s vital aerospace industry, regularly cite the lack of available housing as an obstacle to talent attraction, and thus their companies’ further growth in the Antelope Valley. Residents have expressed the same need, regularly contacting City departments associated with development to determine what new housing opportunities will soon become available across income levels. Given that the vast majority of Lancaster’s housing stock

consists of single-family homes, the lack of diversity in housing options also presents a major challenge.

This scenario presents an incredible opportunity for the City's future economic growth and the enhancement of quality of life. Through community and employer input, the concept of Parkway Village was born. An approximately 400-acre infill opportunity located in the center of our City, adjacent to Sgt. Steve Owen Memorial Park and roughly bounded by Avenues K, Avenue L, 10th Street West and Sierra Highway, Parkway Village will be shaped into a vibrant mixed-use neighborhood that provides everything the top talent of today and tomorrow is looking for. These amenities include a wide variety of housing stock, from single-family homes to townhomes and apartments; walkability to shopping, dining, and entertainment; recreational opportunities such as green space and walking paths; and much more. Parkway Village would also feature the latest in smart city technology, designed to ensure optimal convenience, safety and connectivity.

In October 2021, the City Council approved a Professional Services Agreement with architecture and planning firm KTG Y to craft a master plan for Parkway Village. This complemented an existing contract with Aspen Environmental Group to complete the project's Environmental Impact Report (EIR). The City has also partnered with a major developer to help shape the plan and ensure that this vision can be transformed into reality.

Site control is another key element to the project's future success. With this in mind, the City and The Authority have negotiated with landowner L Street Properties for the purchase of approximately 45.75 acres of APN 3128-004-023, a key parcel within Parkway Village. The remainder of the parcel will be purchased by the City's development partner.

The terms of the purchase include a purchase price of appraised value (\$4.92 per square-foot, or \$9,800,000.00 for 45.75 acres), with a \$3,000,000.00 down payment to be sourced from Authority funds and considered in a separate action by the Authority. The remainder of the purchase price will be paid by the City over five years, utilizing the proceeds of the sales of other City-owned properties. Interest will accrue at a rate of 5.9%, with no prepayment penalty. Should no properties sell in a given year, interest-only payments will be due annually, with any remaining amount due at the end of the five-year period in a balloon payment.

Additionally, there is an outstanding promissory note on the parcel in the amount of \$1,859,399.00 for reimbursement of the parcel's share of costs of a previous City capital improvement project to underground Amargosa Creek. This will be paid in accordance with the terms of the note, with 50% due at the close of escrow for this transaction and the remaining 50% due at the close of escrow for the remaining acreage. Thus, the note amount will be \$5,870,000.00 (the purchase price, less the down payment of \$3,000,000.00 and 50% of the Amargosa Creek promissory note, rounded to \$930,000.00).

Parkway Village represents significant potential to change the City of Lancaster for the better. By ensuring site control over a key property in the heart of the project area, the City and Authority are taking a vital step toward ensuring that the housing, amenities, and quality-of-life features envisioned in Parkway Village come to fruition.

STAFF REPORT
City of Lancaster

PH 1
12/14/2021
JC

Date: December 14, 2021

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services
Larissa De La Cruz, Senior Manager – Community Development

Subject: Adoption of an Urgency Ordinance Adding Chapter 16.17 and Section 17.08.100 to the City Municipal Code to Regulate Urban Lot Splits and Two-unit Projects Under SB 9; and Finding the Action to be Exempt from CEQA

Recommendation:

Introduce and adopt **Urgency Ordinance No. 1087**, adding Chapter 16.17 and Section 17.08.100 to the Lancaster Municipal Code to regulate urban lot splits and two-unit projects under SB 9, and determining the Ordinance to be exempt from CEQA.

Fiscal Impact:

None.

Background:

On September 16, 2021, Governor Newsom signed Senate Bill 9 (SB 9) into law, substantially altering low-density, single-family zoning throughout the state, and is scheduled to become effective on January 1, 2022. The most significant component of this bill is that it requires cities to ministerially approve (i.e., without discretionary review, conditions or a hearing) the following:

1. Allow any lot in a single-family residential zone to be split, roughly into halves, with resulting lots as small as 1,200 square feet; and
2. Allow any lot in a single-family residential zone to be developed with up to two single-family primary dwellings.

Although the new law supersedes varying regulations regarding subdivision and development standards, SB 9 preserves some authority for local agencies to enact regulations through the adoption of new objective subdivision and zoning regulations.

SB 9 allows cities to impose objective zoning, subdivision, and design standards (collectively “objective development standards”) on covered lot splits and two-unit projects. An objective standard is a regulation that does not involve personal or subjective judgment, and that is verifiable by reference to an external and uniform benchmark or criterion (e.g., a height limit).

Generally, the proposed ordinance is written to allow the city to exercise as much local control over SB 9 projects as state law allows. Among other things, the ordinance includes regulations governing the following:

- Location
- Lot Size
- Unit Size (800 sf maximum per dwelling unit)
- Lot Coverage
- Unit Height
- Setbacks
- Use (residential-only, no short-term rental)
- Parking (one space, unless exempt by statute)
- Owner occupancy (three-year minimum on urban splits; permanent on two-unit projects)
- Architecture (must match other dwelling or dwellings on property; no direct lines of sight)
- Landscaping (limits on tree removal; required screening)
- Utilities (direct connections to service providers; all underground)
- Separate Conveyance Within a Lot (prohibited; no condos, no timeshares or separate-use co-ownerships)
- Deed Restriction (required; no short-term rental, non-residential use, or separate conveyance; development limited to SB 9 projects)

If the Council does not adopt the proposed ordinance, then the City would be limited to applying the code’s existing objective development standards — which did not anticipate and were not enacted with ministerially-approved lot splits and two-unit projects in mind. Approving such projects based solely on the code’s existing standards would, among other things, pose an immediate threat to the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety.

For these reasons, staff is recommending adoption of an urgency ordinance, with findings regarding the immediate preservation of public peace, health, and safety in accordance with Government Code section 36937(b). Adoption of the urgency ordinance will require an affirmative four-fifths vote of the City Council. Upon introduction and adoption, the urgency ordinance takes effect immediately.

CC/jr

Attachment:

Urgency Ordinance No. 1087

URGENCY ORDINANCE NO. 1087

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, ADDING CHAPTER 16.17 AND SECTION 17.08.100 TO THE LANCASTER MUNICIPAL CODE TO REGULATE URBAN LOT SPLITS AND TWO-UNIT PROJECTS UNDER SB 9, AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

WHEREAS, the City of Lancaster, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, in 2021, the California Legislature approved, and the Governor signed into law Senate Bill 9 (“SB 9”), which among other things, adds Government Code section 65852.21 and 66411.7 to impose new limits on local authority to regulate urban lot splits and two-unit projects; and

WHEREAS, SB 9 allows local agencies to adopt objective design, development, and subdivision standards for urban lot splits and two-unit projects; and

WHEREAS, SB 9 takes effect January 1, 2022, and preempts any conflicting city ordinance; and

WHEREAS, the City desires to amend its local regulatory scheme to comply with Government Code sections 66411.7 and 65852.21, and to appropriately regulate projects under SB 9; and

WHEREAS, there is a current and immediate threat to the public health, safety, or welfare based on the passage of the new SB 9 Law, because if the City does not adopt appropriate objective standards for urban lot splits and two-unit projects under SB 9 as of January 1, 2022, the City would thereafter be limited to applying the few objective standards that already in its code, which did not anticipate and were not enacted with urban lot splits and ministerial two-unit projects in mind; and

WHEREAS, the approval of urban lot splits and two-unit projects based solely on the City’s default standards, without appropriate regulations governing lot configuration, unit size, height, setback, landscape, architectural review, among other things, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety. These threats to public safety, health, and welfare justify adoption of this ordinance as an urgency ordinance to be effective immediately upon adoption by a four-fifths vote of the City Council; and

WHEREAS, to protect the public safety, health, and welfare, the City Council may adopt this ordinance as an urgency measure in accordance with Government Code section 36937, subdivision (b).

NOW, THEREFORE, the City Council of the City of Lancaster does ordain as follows:

Section 1. The recitals above are each incorporated by reference and adopted as findings by the City Council.

Section 2. Under California Government Code sections 65852.21, subd. (j), and 66411.7, subd. (n), the adoption of an ordinance by a city or county implementing the provisions of Government Code sections 66411.7 and 65852.21 and regulating urban lot splits and two-unit projects is statutorily exempt from the requirements of the California Environmental Quality Act (“CEQA”). Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements these new laws enacted by SB 9.

Section 3. Title 16 and Title 17 of the Lancaster Municipal Code is hereby amended and restated as provided in Exhibit “A”, attached hereto and incorporated herein by reference.

Section 4. This ordinance takes effect immediately upon its adoption.

Section 5. The City Clerk shall either: (a) have this ordinance published in a newspaper of general circulation within 15 days after its adoption, or (b) have a summary of this ordinance published twice in a newspaper of general circulation, once five days before its adoption and again within 15 days after its adoption.

Section 6. If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this resolution irrespective of the invalidity of any portion thereof.

Section 7. The City Council hereby directs staff to prepare, execute, and file with the Los Angeles County Clerk a notice of exemption within five (5) working days of the adoption of this Ordinance.

I, Andrea Alexander, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and adopted at a regular meeting of the City Council on the ___ day of _____, 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. 1087, for which the original is on file in my office.

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

(seal)

EXHIBIT “A”

Chapter 16.17- Urban Lot Splits

16.17.010-Purpose

The purpose of this section is to allow and appropriately regulate urban lot splits in accordance with Government Code section 66411.7.

16.17.020-Definition.

An “urban lot split” means the subdivision of an existing, legally subdivided lot into two lots in accordance with the requirements of this section.

16.17.030-Application.

- (1) Only individual property owners may apply for an urban lot split. “Individual property owner” means a natural person holding fee title individually or jointly in the person’s own name or a beneficiary of a trust that holds fee title. “Individual property owner” does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corp, S corp, etc.) except for a community land trust (as defined by Rev. & Tax Code § 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by § 214.15).
- (2) An application for an urban lot split must be submitted on the City’s approved form. Only a complete application will be considered. The City will inform the applicant in writing of any incompleteness within 30 days after the application is submitted.
- (3) The City may establish a fee to recover its costs for adopting, implementing, and enforcing this section of the code, in accordance with applicable law. The City council may establish and change the fee by resolution. The fee must be paid with the application.

16.17.040-Approval.

- (1) An application for a parcel map for an urban lot split is approved or denied ministerially, by the development services director, without discretionary review.
- (2) A tentative parcel map for an urban lot split is approved ministerially if it complies with all the requirements of this section. The tentative parcel map may not be recorded. A final parcel map is approved ministerially as well, but not until the owner demonstrates that the required documents have been recorded, such as the deed restriction and easements. The tentative parcel map expires three months after approval.
- (3) The approval must require the owner and applicant to hold the City harmless from all claims and damages related to the approval and its subject matter.

- (4) The approval must require the owner and applicant to reimburse the City for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this code.

16.17.050-Requirements.

An urban lot split must satisfy each of the following requirements:

(A) Map Act Compliance.

- (i) The urban lot split must conform to all applicable objective requirements of the Subdivision Map Act (Gov. Code § 66410 et. seq., "SMA"), including implementing requirements in this code, except as otherwise expressly provided in this section.
- (ii) If an urban lot split violates any part of the SMA, the City's subdivision regulations, including this section, or any other legal requirement:
 - (I) The buyer or grantee of a lot that is created by the urban lot split has all the remedies available under the SMA, including but not limited to an action for damages or to void the deed, sale, or contract.
 - (II) The City has all the remedies available to it under the SMA, including but not limited to the following:
 - (ia) An action to enjoin any attempt to sell, lease, or finance the property.
 - (ib) An action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.
 - (ic) Criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to \$10,000, or both; or a misdemeanor.
 - (id) Record a notice of violation.
 - (ie) Withhold any or all future permits and approvals.
 - (iii) Notwithstanding section 66411.1 of the SMA, no dedication of rights-of-way or construction of offsite improvements is required for an urban lot split.

(B) Zone.

- (i) The lot to be split is in a single-family residential zone (RR-2.5, RR-1, SRR, R-15,000, R-10,000 and R-7,000).

(C) Lot Location.

- (i) The lot to be split is not located on a site that is any of the following:
 - (I) Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.
 - (II) A wetland.
 - (III) Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.
 - (IV) A hazardous waste site that has not been cleared for residential use.
 - (V) Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.
 - (VI) Within a 100-year flood hazard area, unless the site has either:
 - (ia) been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction, or
 - (ib) meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.
 - (VII) Within a regulatory floodway, unless all development on the site has received a no-rise certification.
 - (VIII) Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.
 - (IX) Habitat for protected species.
 - (X) Land under conservation easement.

- (ii) The purpose of subpart (c)(2)(A) above is merely to summarize the requirements of Government Code section 65913.4(a)(6)(B)–(K). (See Gov. Code § 66411.7(a)(3)(C).)

(D) No Prior Urban Lot Split.

- (i) The lot to be split was not established through a prior urban lot split.
- (ii) The lot to be split is not adjacent to any lot that was established through a prior urban lot split by the owner of the lot to be split or by any person acting in concert with the owner.

(E) No Impact on Protected Housing.

- (i) The urban lot split must not require or include the demolition or alteration of any of the following types of housing:
 - (I) Housing that is income-restricted for households of moderate, low, or very low income.
 - (II) Housing that is subject to any form of rent or price control through a public entity’s valid exercise of its policy power.
 - (III) Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (Gov. Code §§ 7060–7060.7) at any time in the 15 years prior to submission of the urban lot split application.
 - (IV) Housing that has been occupied by a tenant in the last three years.
- (ii) As part of the urban lot split application, the applicant and the owner of a property must provide a sworn statement by affidavit representing and warranting that subpart 16.17.050.E.i above is satisfied.
 - (I) The sworn statement must state that:
 - (ia) No housing that is income-restricted for households of moderate, low, or very low income will be demolished or altered.
 - (ib) No housing that is subject to any form of rent or price control will be demolished or altered.

- (ic) No housing that has been withdrawn from rental or lease under the Ellis Act at any time in the last 15 years will be demolished or altered.
 - (id) No housing that has been occupied by a tenant in the last three years will be demolished or altered.
 - (iii) The City may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the City may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.
- (F) Lot Size.
 - (i) The lot to be split must be at least 2,400 square feet.
 - (ii) The resulting lots must each be at least 1,200 square feet.
 - (iii) Each of the resulting lots must be between 60 percent and 40 percent of the original lot area.
- (G) Easements.
 - (i) The owner must enter into an easement agreement with each public-service provider to establish easements that are sufficient for the provision of public services and facilities to each of the resulting lots.
 - (ii) Each easement must be shown on the tentative parcel map.
 - (iii) Copies of the unrecorded easement agreements must be submitted with the application. The easement agreements must be recorded against the property before the final map may be approved, in accordance with section 16.17.030.2 above.
 - (iv) If an easement is recorded and the project is not completed, making the easement moot, the property owner may request, and the City will provide, a notice of termination of the easement, which the owner may record.
- (H) Lot Access.
 - (i) Each resulting lot must adjoin the public right of way.
 - (ii) Each resulting lot must have frontage on the public right of way of at least 12 feet.

(I) Unit Standards.

(i) Quantity

No more than two dwelling units of any kind may be built on a lot that results from an urban lot split. For purposes of this paragraph, “unit” means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created under section 17.08.100 of this code, an ADU, or a JADU

(ii) Unit Size

(I) The total floor area of each primary dwelling that is developed on a resulting lot must be

(ia) less than or equal to 800 and

(ib) more than 500 square feet.

(II) A primary dwelling that was legally established prior to the urban lot split and that is larger than 800 square feet is limited to the lawful floor area at the time of the urban lot split. It may not be expanded.

(III) A primary dwelling that was legally established prior to the urban lot split and that is smaller than 800 square feet may be expanded to 800 square feet after the urban lot split.

(iii) Height Restrictions

(I) No new primary dwelling unit may exceed a single story or 22 feet in height, measured from grade to peak of the structure.

(II) No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot resulting from an urban lot split.

(iv) Lot Coverage

50% lot coverage. This lot coverage standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each.

(v) Setbacks

All setbacks must conform to those objective setbacks that are imposed through the underlying zone except the following:

(ia) Existing Structures

No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.

(ib) 800 sf; four-foot side and rear

The setbacks imposed by the underlying zone must yield to the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 square feet in floor area; but in no event may any structure be less than four feet from a side or rear property line.

(ic) Front Setback Area

Notwithstanding any other part of this code, dwellings that are constructed after an urban lot split must be at least 25 feet from the front property lines. The front setback area must:

- i) be kept free from all structures greater than three feet high;
- ii) be at least 50 percent landscaped with drought-tolerant plants, with vegetation and irrigation plans approved by a licensed landscape architect;
- iii) allow for vehicular and fire-safety access to the front structure.

(vi) Parking

Each new primary dwelling unit that is built on a lot after an urban lot split must have at least one off-street parking space per unit unless one of the following applies:

- (I) The lot is located within one-half mile walking distance of either
 - (ia) a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours or
 - (ib) a site that contains
 - i) an existing rail or bus rapid transit station,
 - ii) the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

(vii) Architecture

- (I) If there is a legal primary dwelling on the lot that was established before the urban lot split, any new primary dwelling unit must match the existing primary dwelling unit in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
- (II) If there is no legal primary dwelling on the lot before the urban lot split, and if two primary dwellings are developed on the lot, the dwellings must match each other in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
- (III) All exterior lighting must be limited to down-lights.
- (IV) No window or door of a dwelling that is constructed on the lot after the urban lot split may have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.
- (V) If a dwelling is constructed on a lot after an urban lot split and any portion of the dwelling is less than 30 feet from a property line that is not a public right-of-way line, then all windows and doors in that portion must either be (for windows) clerestory with the bottom of the glass at least

six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

(viii) Landscaping

(I) Landscape screening must be planted and maintained between each dwelling and adjacent lots (but not rights of way) as follows:

- (ia) At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24” box size plant shall be provided for every ten linear feet of exterior wall.
- (ib) Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least 6 feet in height may be installed.
- (ic) All landscaping must be drought-tolerant.
- (id) All landscaping must be from the City’s approved plant list.

(ix) Nonconforming Conditions

An urban lot split may be approved without requiring a legal nonconforming zoning condition to be corrected.

(x) Utilities

- (I) Each primary dwelling unit on the resulting lots must have its own direct utility connection to the utility service provider.
- (II) Each primary dwelling unit on the resulting lots that is or that is proposed to be connected to an onsite wastewater treatment system must first have a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.

(xi) Building & Safety

All structures built on the lot must comply with all current local building standards. An urban lot split is a change of use.

(xii) Fire-Hazard Mitigation Measures.

- (I) A lot in a very high fire hazard severity zone must comply with each of the following fire-hazard mitigation measures:
 - (ia) It must have direct access to a public right of way with a paved street with a width of at least 40 feet. The public right of way must have at least two independent points of access for fire and life safety to access and for residents to evacuate.
 - (ib) All dwellings on the site must comply with current fire code requirements for dwellings in a very high fire hazard severity zone.
 - (ic) All enclosed structures on the site must have fire sprinklers.
 - (id) All sides of all dwellings on the site must be within a 150-foot hose-pull distance from either the public right of way or of an onsite fire hydrant or standpipe.
 - (ie) If the lot does not have a swimming pool, the lot must have a water reservoir of at least 5,000 gallons per dwelling, with fire-authority approved hookups compatible with fire-authority standard pump and hose equipment.
- (II) Prior to submitting an application for an urban lot split, the applicant must obtain a certificate of compliance with all applicable fire-hazard mitigation measures. The City or its authorized agent must inspect the site, including all structures on the site, and certify as to its compliance. The certificate must be included with the application. The applicant must pay the City's costs for inspection. Failure to pay is grounds for denying the application.

(xiii) Separate Conveyance.

- (I) Within a resulting lot.
 - (ia) Primary dwelling units on a lot that is created by an urban lot split may not be owned or conveyed separately from each other.
 - (ib) Condominium airspace divisions and common interest developments are not permitted on a lot that is created by an urban lot split.

- (ic) All fee interest in a lot and all dwellings on the lot must be held equally and undivided by all individual property owners.
 - (II) Between resulting lots. Separate conveyance of the resulting lots is permitted. If dwellings or other structures (such as garages) on different lots are adjacent or attached to each other, the urban lot split boundary may separate them for conveyance purposes if the structures meet building code safety standards and are sufficient to allow separate conveyance. If any attached structures span or will span the new lot line, the owner must record appropriate CC&Rs, easements, or other documentation that is necessary to allocate rights and responsibility between the owners of the two lots.
- (xiv) Regulation of Uses.
- (I) Residential-only
No non-residential use is permitted on any lot created by urban lot split.
 - (II) No Short Term Rentals
No dwelling unit on a lot that is created by an urban lot split may be rented for a period of less than 30 days.
 - (III) Owner Occupancy.
The applicant for an urban lot split must sign an affidavit stating that the applicant intends to occupy one of the dwelling units on one of the resulting lots as the applicant's principal residence for a minimum of three years after the urban lot split is approved.
- (xv) Notice of Construction.
- (I) At least 30 business days before starting any construction of a structure on a lot created by an urban lot split, the property owner must give written notice to all the owners of record of each of the adjacent residential parcels, which notice must include the following information:
 - (ia) Notice that construction has been authorized,
 - (ib) The anticipated start and end dates for construction,

- (ic) The hours of construction,
 - (id) Contact information for the project manager (for construction-related complaints), and
 - (ie) Contact information for Building and Safety.
- (II) This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a particular project under this section. This notice requirement is purely to promote neighborhood awareness and expectation.
- (xvi) Deed Restriction.

The owner must record a deed restriction on each lot that results from the urban lot split, acceptable to the City, that does each of the following:

- (I) Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.
- (II) Expressly prohibits any non-residential use of the lots created by the urban lot split.
- (III) Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.
- (IV) States that:
 - (ia) The lot is formed by an urban lot split and is therefore subject to the City’s urban lot-split regulations, including all applicable limits on dwelling size and development.
 - (ib) Development on the lot is limited to development of dwelling units under section 17.08.100 of this code except as required by state law.

16.17.060-Specific Adverse Impacts.

- (1) Notwithstanding anything else in this section, the City may deny an application for an urban lot split if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a “specific, adverse impact” on either public health and safety or on the physical environment and for

which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

- (2) “Specific adverse impact” has the same meaning as in Gov. Code § 65589.5(d)(2): “a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete” and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code section 214(g).
- (3) The building official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impact.

Section 17.08.100 Two-unit Projects

(a) Purpose

The purpose of this section is to allow and appropriately regulate two-unit projects in accordance with Government Code section 65852.21.

(b) Definition.

A “two-unit project” means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot in accordance with the requirements of this section.

(c) Application.

- (1) Only individual property owners may apply for a two-unit project. “Individual property owner” means a natural person holding fee title individually or jointly in the person’s own name or a beneficiary of a trust that holds fee title. “Individual property owner” does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corp, S corp, etc.) except for a community land trust (as defined by Rev. & Tax Code § 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by § 214.15).
- (2) An application for a two-unit project must be submitted on the City’s approved form.
- (3) The applicant must obtain a certificate of compliance with the Subdivision Map Act for the lot and provide the certificate with the application.
- (4) Only a complete application will be considered. The City will inform the applicant in writing of any incompleteness within 30 days after the application is submitted.
- (5) The City may establish a fee to recover its costs for adopting, implementing, and enforcing this section of the code, in accordance with applicable law. The City council may establish and change the fee by resolution. The fee must be paid with the application.

(d) Approval.

- (1) An application for a two-unit project is approved or denied ministerially, by the development services director, without discretionary review.
- (2) The ministerial approval of a two-unit project does not take effect until the City has confirmed that the required documents have been recorded, such as the deed restriction and easements.

- (3) The approval must require the owner and applicant to hold the City harmless from all claims and damages related to the approval and its subject matter.
- (4) The approval must require the owner and applicant to reimburse the City for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this code.

(e) Requirements.

A two-unit project must satisfy each of the following requirements:

(1) Map Act Compliance

The lot must have been legally subdivided.

(2) Zone

The lot is in a single-family residential zone (RR-2.5, RR-1, SRR, R-15,000, R-10,000 and R-7,000).

(3) Lot Location

(A) The lot is not located on a site that is any of the following:

- (i) Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.
- (ii) A wetland.
- (iii) Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.
- (iv) A hazardous waste site that has not been cleared for residential use.
- (v) Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.
- (vi) Within a 100-year flood hazard area, unless the site has either:
 - (I) been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction, or
 - (II) meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain

management criteria of the National Flood Insurance Program.

- (vii) Within a regulatory floodway, unless all development on the site has received a no-rise certification.
 - (viii) Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.
 - (ix) Habitat for protected species.
 - (x) Land under conservation easement.
- (B) The purpose of subpart (c)(2)(A) above is merely to summarize the requirements of Government Code section 65913.4(a)(6)(B)–(K). (See Gov. Code § 66411.7(a)(3)(C).)
- (4) No Impact on Protected Housing.
- (A) The two-unit project must not require or include the demolition or alteration of any of the following types of housing:
- (i) Housing that is income-restricted for households of moderate, low, or very low income.
 - (ii) Housing that is subject to any form of rent or price control through a public entity’s valid exercise of its policy power.
 - (iii) Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (Gov. Code §§ 7060–7060.7) at any time in the 15 years prior to submission of the urban lot split application.
 - (iv) Housing that has been occupied by a tenant in the last three years.
- (B) As part of the two-unit project application, the applicant and the owner of a property must provide a sworn statement by affidavit representing and warranting that subpart 16.17.050.E.i above is satisfied.
- (i) The sworn statement must state that:
 - (I) No housing that is income-restricted for households of moderate, low, or very low income will be demolished or altered.
 - (II) No housing that is subject to any form of rent or price control will be demolished or altered.

- (III) No housing that has been withdrawn from rental or lease under the Ellis Act at any time in the last 15 years will be demolished or altered.
 - (IV) No housing that has been occupied by a tenant in the last three years will be demolished or altered.
 - (ii) The City may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the city may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.
- (5) Unit Standards.
 - (A) Quantity.
 - (i) No more than two dwelling units of any kind may be built on a lot that results from an urban lot split. For purposes of this paragraph, “unit” means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created under this section of this code, an ADU, or a JADU.
 - (ii) A lot that is not created by an urban lot split may have a two-unit project under this section, plus any ADU or JADU that must be allowed under state law and the city’s ADU ordinance.
 - (B) Unit Size.
 - (i) The total floor area of each primary dwelling built that is developed under this section must be
 - (I) less than or equal to 800 and
 - (II) more than 500 square feet.
 - (ii) A primary dwelling that was legally established on the lot prior to the two-unit project and that is larger than 800 square feet is limited to the lawful floor area at the time of the two-unit project. The unit may not be expanded.
 - (iii) A primary dwelling that was legally established prior to the two-unit project and that is smaller than 800 square feet may be expanded to 800 square feet after or as part of the two-unit project.

(C) Height Restrictions.

- (i) No new primary dwelling unit may exceed a single story or 22 feet in height, measured from grade to peak of the structure.
- (ii) No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot with a two-unit project.

(D) Demo Cap.

The two-unit project may not involve the demolition of more than 25 percent of the existing exterior walls of an existing dwelling unless the site has not been occupied by a tenant in the last three years.

(E) Lot Coverage.

50% lot coverage. This lot coverage standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each.

(F) Setbacks.

All setbacks must conform to those objective setbacks that are imposed through the underlying zone except the following:

(I) Existing Structures

No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.

(II) 800 square feet; four-foot side and rear

The setbacks imposed by the underlying zone must yield to the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 square feet in floor area; but in no event may any structure be less than four feet from a side or rear property line.

(III) Front Setback Area

Notwithstanding any other part of this code, dwellings that are constructed after an urban lot split must be at least 25 feet from the front property lines. The front setback area must:

- (ia) be kept free from all structures greater than three feet high;
- (ib) be at least 50 percent landscaped with drought-tolerant plants, with vegetation and irrigation plans approved by a licensed landscape architect;
- (ic) allow for vehicular and fire-safety access to the front structure.

(B) Parking.

Each new primary dwelling unit must have at least one off-street parking space per unit unless one of the following applies:

- (i) The lot is located within one-half mile walking distance of either
 - (I) a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours or
 - (II) a site that contains
 - (ia) an existing rail or bus rapid transit station,
 - (ib) the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

(C) Architecture.

- (i) If there is a legal primary dwelling on the lot that was established before the two-unit project, any new primary dwelling unit must match the existing primary dwelling unit in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
- (ii) If there is no legal primary dwelling on the lot before the two-unit project, and if two primary dwellings are developed on the lot, the dwellings must match each other in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
- (iii) All exterior lighting must be limited to down-lights.
- (iv) No window or door of a dwelling that is constructed on the lot may have a direct line of sight to an adjoining residential property.

Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.

- (v) If any portion of a dwelling is less than 30 feet from a property line that is not a public right-of-way line, then all windows and doors in that portion must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

(D) Landscaping.

Evergreen landscape screening must be planted and maintained between each dwelling and adjacent lots (but not rights of way) as follows:

- (i) At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24" box size plant shall be provided for every ten linear feet of exterior wall.
- (ii) Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least 6 feet in height may be installed.
- (iii) All landscaping must be drought-tolerant.
- (iv) All landscaping must be from the City's approved plant list.

(E) Nonconforming Conditions.

A two-unit project may only be approved if all nonconforming zoning conditions are corrected.

(F) Utilities.

- (i) Each primary dwelling unit on the lot must have its own direct utility connection to the utility service provider.
- (ii) Each primary dwelling unit on the lot that is or that is proposed to be connected to an onsite wastewater treatment system must first have a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.

(G) Building & Safety.

All structures built on the lot must comply with all current local building standards. A project under this section is a change of use and subjects the whole of the lot, and all structures, to the City's current code.

(2) Fire-Hazard Mitigation Measures.

A lot in a very high fire hazard severity zone must comply with each of the following fire-hazard mitigation measures:

- (A) It must have direct access to a public right of way with a paved street with a width of at least 40 feet. The public right of way must have at least two independent points of access for fire and life safety to access and for residents to evacuate.
 - (B) All dwellings on the site must comply with current fire code requirements for dwellings in a very high fire hazard severity zone.
 - (C) All enclosed structures on the site must have fire sprinklers.
 - (D) All sides of all dwellings on the site must be within a 150-foot hose-pull distance from either the public right of way or of an onsite fire hydrant or standpipe.
 - (E) If the lot does not have a swimming pool, the lot must have a water reservoir of at least 5,000 gallons per dwelling, with fire-authority approved hookups compatible with fire-authority standard pump and hose equipment.
- (3) Separate Conveyance.
- (A) Primary dwelling units on the lot may not be owned or conveyed separately from each other.
 - (B) Condominium airspace divisions and common interest developments are not permitted within the lot.
 - (C) All fee interest in the lot and all the dwellings must be held equally and undivided by all individual property owners.
- (4) Regulation of Uses.
- (A) Residential-only.
No non-residential use is permitted on the lot.
 - (B) No Short Term Rentals.
No dwelling unit on the lot may be rented for a period of less than 30 days.
 - (C) Owner Occupancy.
Unless the lot was formed by an urban lot split, the individual property owners of a lot with a two-unit project must occupy one of the dwellings on the lot as the owners' principal residence and legal domicile.

(5) Notice of Construction.

- (A) At least 30 business days before starting any construction of a two-unit project, the property owner must give written notice to all the owners of record of each of the adjacent residential parcels, which notice must include the following information:
 - (i) Notice that construction has been authorized,
 - (ii) The anticipated start and end dates for construction,
 - (iii) The hours of construction,
 - (iv) Contact information for the project manager (for construction-related complaints), and
 - (v) Contact information for the Building & Safety.
- (B) This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a particular project under this section. This notice requirement is purely to promote neighborhood awareness and expectation.

(6) Deed Restriction.

The owner must record a deed restriction, acceptable to the City, that does each of the following:

- (A) Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.
- (B) Expressly prohibits any non-residential use of the lot.
- (C) Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.
- (D) If the lot is not created by an urban lot split: Expressly requires the individual property owners to live in one of the dwelling units on the lot as the owners' primary residence and legal domicile.
- (E) States that the property is formed by an urban lot split and is therefore subject to the City's urban lot split regulations, including all applicable limits on dwelling size and development.

(b) Specific Adverse Impacts.

- (1) Notwithstanding anything else in this section, the City may deny an application for a two-unit project if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a “specific, adverse impact” on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.
 - (2) “Specific adverse impact” has the same meaning as in Gov. Code § 65589.5(d)(2): “a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete” and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code section 214(g).
 - (3) The building official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impact.
- (c) Remedies.

If a two-unit project violates any part of this code or any other legal requirement:

- (1) The buyer, grantee, or lessee of any part of the property has an action for damages or to void the deed, sale, or contract.
- (2) The City may:
 - (A) Bring an action to enjoin any attempt to sell, lease, or finance the property.
 - (B) Bring an action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.
 - (C) Pursue criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to \$10,000, or both; or a misdemeanor.
 - (D) Record a notice of violation.
 - (E) Withhold any or all future permits and approvals.
 - (F) Pursue all other administrative, legal, or equitable remedies that are allowed by law or the City’s code.

STAFF REPORT
City of Lancaster

NB 1
12/14/2021
JC

Date: December 14, 2021

To: Mayor Parris and City Council Members

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

Subject: **“Stand Strong” Youth Sports Loan Program**

Recommendations:

1. Approve the “Stand Strong” Youth Sports Loan Program to aid local non-profit youth sports organizations that have been negatively impacted by the COVID-19 pandemic.
2. Appropriate \$250,000.00 to Account No. 101-4431-308, Youth Sports Loan Program to fund the “Stand Strong” Youth Sports Loan Program.
3. Authorize the City Manager, or his designee, to finalize and execute all documents related to the issuance of loans to qualifying youth sports organizations up to \$250,000.00.

Fiscal Impact:

An amount not to exceed \$250,000.00.

Background:

The COVID-19 pandemic has had devastating impacts on the entire community, including local youth sports groups and their members. The local youth sports teams were shuttered for months and when allowed to reopen were required to follow rigid guidelines and a vigorous testing schedule.

As a result, many youth sports programs have seen a decline in enrollment of community youths. Enrollment in the local youth programs is not only vital to the prosperity of the local youth sports organizations, but also to the health and well-being of the youth in our community.

The City will partner with Mission Bank to administer the proposed loan program. The loan program will be open to all not-for-profit youth sports organizations that have a) a main

operating address within the City of Lancaster or b) at least 51% of all registered youths residing in the City of Lancaster.

A maximum loan amount of \$20,000.00 will be allowed per not-for-profit entity. Loan funds can be used to purchase working capital items such as PPE gear and cleaning supplies, required COVID-19 testing, facility rental fees, and to help offset costs of operating said nonprofit, including rent, utilities and equipment that is not covered by registration dues because of decreased enrollment in sporting programs as a result of the pandemic.

Through this loan program, the City hopes to provide meaningful assistance to the City's local youth sports teams and organizations.

SY/sk

RESOLUTION NO. 21-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, APPROVING THE SUBMISSION OF MEASURE TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION ON APRIL 12, 2022 TO ADOPT AN ORDINANCE IN RESPONSE TO INCREASING PUBLIC HEALTH AND SAFETY CONCERNS TO IMPOSE AN ADMINISTRATIVE FINE FOR LOITERING OR CAMPING WITHIN 500 FEET OF SENSITVIE USES SUCH AS SCHOOLS, CHURCHES, DAYCARES, PARKS AND LIBRARIES

WHEREAS, a General Election on Tuesday, April 12, 2022 has been called by Resolution No. 21-54, adopted on October 12, 2021; and

WHEREAS, the City Council also desires to submit to the voters at the election the following measure;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the City Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following measures:

Measure __	YES
In response to increasing public health and safety concerns, shall the City Council adopt an ordinance imposing an administrative fine for loitering or camping within 500 feet of sensitive uses such as schools, churches, daycares, parks and libraries?	NO

SECTION 5. Notice of the time and place of holding the election is hereby given, and the City Clerk or Acting City Clerk is authorized, instructed and directed to give further or additional notice of the Election, in time, form and manner as required by law.

SECTION 6. Pursuant to Elections Code Section 9280, the City Council hereby directs the City Clerk or Acting City Clerk to transmit a copy of the measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure, not to exceed 500 words in length, showing the effect of the measure on the existing law and the operation of the measure, and transmit such impartial analysis to the City Clerk or Acting City Clerk on or before March 11, 2022.

SECTION 7. Pursuant to Elections Code Section 9286, et seq., March 18, 2022 at 5:00 p.m. shall be the deadline for submission of arguments in favor of, and arguments against, any local measures on the ballot. If more than one argument for and/or against is received, the priorities established by Elections Code Section 9287 shall control.

SECTION 8. The provisions of Elections Code Section 9285 shall control the submission of any rebuttal arguments. The deadline for filing rebuttal arguments shall be March 28, 2022 at 5:00 p.m.

SECTION 9. The City Council acknowledges that the Election will be held and conducted according to procedures in the Elections Code, including Section 10418.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2022, 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)

I, _____, _____ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. 21-66 for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF, on this _____ day of _____, 2022.
(seal)

STAFF REPORT
City of Lancaster

CR 1
12/14/2021
JC

Date: December 14, 2021

To: Mayor Parris and City Council Members

From: Vice Mayor Marvin Crist

Subject: Summary of the November 23, 2021, Board of Directors Meeting for the Antelope Valley Transit Authority (AVTA)

The AVTA is a distinct government entity created under a joint powers authority agreement between the City of Lancaster, the City of Palmdale, and Los Angeles County that provides public transit services. Vice Mayor Marvin Crist serves as the Chairman, and Councilman Raj Mahli serves as a Director on behalf of the City of Lancaster.

The following is a summary of the item discussed during the Regular Board of Director's Meeting of the Antelope Valley Transit Authority (AVTA) held on November 23, 2021.

The following members were present:

Chairman Marvin Crist
Vice Chair Dianne Knippel
Director Raj Mahli
Director Michelle Flanagan
Director Steve Hofbauer
Director Richard Loa

The following action was taken:

- The Board approve the terms and conditions and authorize the Chairman to execute the Executive Director/CEO Employment Agreement. Approved (6-0-0-0).

The meeting was adjourned to Tuesday, January 25, 2022.

CVH/jr