

## TELEPHONIC/VIRTUAL PURSUANT TO GOVERNMENT SECTION CODE §54953(e)

#### Tuesday, February 08, 2022

Regular Meeting – 5:00 p.m.

The City Clerk/Agency/Authority Secretary hereby declares the agenda was posted by 5:00 p.m. on February 4, 2022 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

#### Housing Authority

Deputy Mayor/Chair Kitty Kit Yee Szeto Vice Chair Marvin Crist Deputy Mayor/Authority Member Cassandra Harvey Authority Member Raj Malhi Authority Member Ken Mann

#### **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 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

n accordance with Government Code section 54953(e), the public may observe this telephonic/ virtual meeting by listening to the live broadcast on local cable channel 28 or live stream on the City's website: https://www.cityoflancasterca.org/our-city/departments-services/city-clerk/meetings-agendas-and-minutes/public-meetings-web-streaming The public may participate in the meeting by *DIALING 1-877-853-5257 USING MEETING ID: 863 6131 1905# PASSCODE: 677447#. Individual speakers are limited to three (3) minutes each unless a different time limit is announced.* 

Consent Calendar items under the Legislative Body may be acted upon with one motion, a second and the vote. If you desire to speak on an item or items on the Consent Calendar, please speak when prompted for the Consent Calendar comments. 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/Housing/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**

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

#### **INVOCATION**

#### PLEDGE OF ALLEGIANCE

#### **PRESENTATION**

1. Recognition of Justice Sunday Volunteers Presenter: Mayor R. Rex Parris

#### **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.

#### HOUSING AUTHORITY - CONSENT CALENDAR

HA CC 1.Declaration of Surplus Land (Housing Authority)

#### Recommendation:

Adopt **Resolution No. HA 1-22**, declaring pursuant to Section 54221 of the Government Code that certain land owned by the Lancaster Housing Authority is surplus and not necessary for the City's use.

The Lancaster Housing Authority owns parcels throughout the community, acquired for the purposes of affordable housing development. Staff has identified three vacant parcels and one property with an existing home that will not be utilized for development projects implemented, owned, and/or operated by the City. The former Redevelopment Agency of the City of Lancaster purchased these properties with lower income housing funds. Accordingly, any proceeds from the sale of these properties must be placed in the Housing Authority's Lower Income Housing Asset Fund and used for affordable housing purposes.

#### SUCCESSOR AGENCY - CONSENT CALENDAR

SA CC 1.Declaration of Surplus Land (Successor Agency)

Recommendation:

Adopt **Resolution No. SA 3-22**, declaring pursuant to Section 54221 of Government Code that certain parcels of land owned by the Lancaster Successor Agency is surplus and not necessary for the Agency's use.

The Lancaster Successor Agency owns several vacant parcels throughout the community, acquired for the purposes of economic development and affordable housing development. Staff has identified seven parcels that will not be utilized for development projects implemented, owned, and/or operated by the City.

#### **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 January 25, 2022.
- CC 3. Check Registers January 9, 2022 through January 22, 2022

Recommendation:

Approve the Check and Wire Registers for January 9, 2022 through January 22, 2022 in the amount of \$13,937,108.26 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.** Declaration of Surplus Land

Recommendation:

Adopt **Resolution No. 22-06**, declaring pursuant to Section 54221 of the Government Code that certain land owned by the City of Lancaster is surplus and not necessary for the City's use.

The City of Lancaster owns a number of vacant parcels throughout the community, acquired for the purposes of economic development and affordable housing development. Staff has identified a number of parcels that will not be utilized for development projects implemented, owned, and/or operated by the City.

**CC 5.** Approval of Amendment No. 2 of the Maintenance Yard Security Services Agreement to Allikat, Inc., DBA ACME Asset Protection Services

Recommendation:

- 1. Approve Amendment No. 2 of the Maintenance Yard Security Services Agreement to Allikat Inc. DBA ACME Asset Protection Services.
- 2. Authorize the City Manager, or his designee, to sign all documents.

The initial agreement for Maintenance Yard Security Services was signed on January 29, 2020 with the first amendment signed February 3, 2021. Due to an increased need in hours for onsite presence, this amendment increased the NTE amount from \$121,921.80 to \$186,048.00. Security services are used to patrol the parking lot and yard during off-work hours and used to patrol during work hours in the parking lot only.

**CC 6.** Resolution No. 22-07- 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 22-07**, 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.

#### **COUNCIL REPORTS**

**CR1.** Council Reports

#### CALIFORNIA CHOICE ENERGY AUTHORITY

No action required at time.

#### LANCASTER FINANCING AUTHORITY

No action required at this time.

#### **LANCASTER POWER AUTHORITY**

No action required at this time.

#### CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

#### CITY CLERK/AGENCY/AUTHORITY SECRETARY ANNOUNCEMENT

#### PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

This portion of the agenda allows an individual the opportunity to address the Legislative Bodies on any item *NOT ON THE AGENDA* regarding City/Agency/Authority business. In accordance with Government Code section 54953(e), the public may observe this telephonic/ virtual meeting by listening to the live broadcast on local cable channel 28 or live stream on the City's website: (https://www.cityoflancasterca.org/our-city/departments-services/city-clerk/meetings-agendas- and-minutes/public-meetings-web-streaming) The public may participate in the meeting by *DIALING 1-877-853-5257 USING MEETING ID*: 863 6131 1905# *PASSCODE*: 677447#.

Individual speakers are limited to three (3) minutes each unless a different time limit is announced.

#### 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. 2OSTCV02556
- 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
- 27. Serrano v. Los Angeles County et al. LASC Case No. 21AVCV00562
- 28. Jackson v. RE Schultz Construction et al. LASC Case No. 21AVCV00863

#### **ADJOURNMENT**

Next Regular Meeting:

February 22, 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

#### **Lancaster Housing Authority**

HA CC 1

2/8/2022

JC

Date: February 8, 2022

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: Declaration of Surplus Land (Housing Authority)

#### **Recommendation:**

Adopt **HA Resolution No. 1-22**, declaring pursuant to Section 54221 of the Government Code that certain land owned by the Lancaster Housing Authority is surplus and not necessary for the City's use.

#### **Fiscal Impact:**

None.

#### **Background:**

The Lancaster Housing Authority owns parcels throughout the community, acquired for the purposes of affordable housing development. Staff has identified certain parcels that will not be utilized for development projects implemented, owned, and/or operated by the City. The former Redevelopment Agency of the City of Lancaster purchased these properties with low-income housing funds. Accordingly, any proceeds from the sale of these properties must be placed in the Housing Authority's Low- and Moderate-Income Housing Asset Fund (LMIHAF) and used for affordable housing purposes.

In order to sell these properties, the Housing Authority must first go through the formal process of declaring them surplus, consistent with the Surplus Land Act. The proposed action would satisfy this requirement. Then, a Notice of Availability will be sent to specified entities, who have 60 days to notify the Housing Authority of their interest in the property. If any express interest, the Housing Authority is required to engage in good faith negotiations for a period of 90 days. Following these steps, the Housing Authority must provide the California Department of Housing and Community Development (HCD) with a notification detailing the Notice of Availability process. HCD will have 30 days to review. Finally, at the end of this 30-day period, the Housing Authority may lease or sell the property in question.

Notably, the proposed Declaration of Surplus Land does not authorize the lease or sale of the affected properties. Once the above process is complete, individual property transactions are required to come before the Housing Authority for approval.

Comprehensive aerial maps and assessor's parcel maps for all affected properties are available for viewing in the City Clerk's office.

CA/sk

#### **Attachments:**

Resolution No. HA 1-22

Exhibit A: List of Surplus Properties

#### RESOLUTION NO. HA 1-22

A RESOLUTION OF THE LANCASTER HOUSING AUTHORITY OF THE CITY OF LANCASTER, CALIFORNIA, DECLARING PURSUANT TO SECTION 54221 OF THE GOVERNMENT CODE THAT CERTAIN LAND IS SURPLUS AND NOT NECESSARY FOR THE CITY'S USE

WHEREAS, the Lancaster Housing Authority ("Authority") owns in fee simple that certain real property listed in Exhibit "A" and incorporated herein ("Property"); and

WHEREAS, the Surplus Land Act (Cal. Gov't Code §§ 54220-54234) ("Act") establishes a specific process the Authority must follow to dispose of surplus land, which includes declaring the land is surplus, providing written notice to certain entities and negotiating in good faith with an interested entity that was entitled to such notice; and

WHEREAS, the Act defines "surplus land" as "[...] land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use" (Cal. Gov't Code § 54221(b)(1)); and

WHEREAS, Authority staff has evaluated the Property, determined it is not necessary for the Authority's use and recommended it be declared surplus land and disposed of pursuant to the Act for the reasons described in the accompanying staff report; and

WHEREAS, the Authority Directors desires to declare that the Property is surplus land, is not necessary for the Authority's use and may be disposed of in accordance with the Act; and

WHEREAS, if the properties were sold, the proceeds of such sale would be placed in the Housing Authority's Lower Income Housing Asset Fund and used for affordable housing purposes;

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

- Section 1. The foregoing recitals are true, correct and a substantive part of this Resolution. The accompanying staff report is incorporated herein and also a substantive part of this Resolution.
- Section 2. For the reasons described in the accompanying staff report, which constitute findings for purposes of this Resolution, the Lancaster Housing Authority hereby declares that the Property is not necessary for the City's use and is surplus land as defined in the Act.
- Section 3. The City Clerk is authorized and directed to prepare and transmit a notice of availability of the Property to the entities entitled to such notice, as and to the extent required by the Act.
- Section 4. The City Manager, or his or her designee, is authorized to do all things that he or she deems necessary or proper to effectuate the purposes of this Resolution, and any such

HA Resolution No. Page 2

actions previously taken are hereby ratified and confirmed. Such actions include, but are not limited to, negotiating in good faith in accordance with and subject to the requirements of the Act with any entities that timely submit a written notice of interest to purchase or lease the Property.

Section 5. 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 8th day of February, 2022, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
ATTEST:	APPROVED:
ANDREA ALEXANDER City Clerk City of Lancaster	KITTY KIT YEE SZETO Chair Lancaster Housing Authority
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF LANCASTER	) ) ss )
	IFICATION OF RESOLUTION ASTER HOUSING AUTHORITY
I,	,, City of Lancaster, CA, do
hereby certify that this is a true and of the original is on file in my office.	,, City of Lancaster, CA, do correct copy of the original Resolution No. HA 1-22, for which
WITNESS MY HAND AND THE S	SEAL OF THE CITY OF LANCASTER, on this, day,
(seal)	

Exhibit A

Declaration of Surplus Land
2/8/2022

Jursdiction Name	Jurisdiction Type	City	County	APN	Address	Zoning	General Plan Designation	Acreage	Current Use
Lancaster Housing Authority	Agency	Lancaster	Los Angeles	3138-008-901	45018 Spearman Ave.	MU-TOD	MU	0.39	Vacant
Lancaster Housing Authority	Agency	Lancaster	Los Angeles	3138-015-904	44820 Redwood Ave.	MU-TOD	MU	0.17	Vacant
Lancaster Housing Authority	Agency	Lancaster	Los Angeles	3134-019-900	44715 Beech Ave.	SP	С	0.20	Vacant
Lancaster Housing Authority	Agency	Lancaster	Los Angeles	3154-003-900	45500 28th St. East	R-10,000	MR1	2.5	Vacant

#### STAFF REPORT

#### **Lancaster Successor Agency**

SA CC 1 2/8/2022 JC

Date: February 8, 2022

To: Chair Parris and Agency Directors

From: Jeff Hogan, Senior Director – Development Services

Chenin Dow, Senior Manager – Real Estate & Economic Development

Sydney Yeseta, Assistant Manager – Economic Development

Subject: Declaration of Surplus Land (Successor Agency)

#### **Recommendation:**

Adopt **Resolution No. SA 3-22**, declaring pursuant to Section 54221 of Government Code that a certain parcel of land owned by the Lancaster Successor Agency is surplus and not necessary for the Agency's use.

#### **Fiscal Impact:**

None.

#### **Background:**

The Lancaster Successor Agency owns several vacant parcels throughout the community, acquired for the purposes of economic development and affordable housing development. Staff has identified one parcel that will not be utilized for development projects implemented, owned, and/or operated by the City.

Most parcels acquired by the Successor Agency were done with the intent to ultimately sell them to private-sector developers who are ready and willing to develop them consistent with the City's vision for the community.

In order to sell these properties as intended, the Successor Agency must first go through the formal process of declaring them surplus, consistent with the Surplus Land Act. The proposed action would satisfy this requirement. Subsequently, Staff will submit for review and approval by the Oversight Board. Then, a Notice of Availability will be sent to specified entities, who have 60 days to notify the Successor Agency of their interest in the property. If any express interest, the Successor Agency is required to engage in good faith negotiations for a period of 90 days. Following these steps, the Successor Agency must provide the California Department of Housing and Community Development (HCD) with a notification

detailing the Notice of Availability process. HCD will have 30 days to review. Finally, at the end of this 30-day period, the Successor Agency may lease or sell the property in question.

Notably, the proposed Declaration of Surplus Land does not authorize the lease or sale of the affected properties. Once the above process is complete, individual property transactions are required to come before the Successor Agency and Oversight Board for approval.

An aerial map and assessor's parcel map for all affected properties are available for viewing in the City Clerk's office.

SY/sk

#### **Attachments:**

Resolution No. SA 3-22

Exhibit A: List of Surplus Properties

#### RESOLUTION NO. SA 3-22

A RESOLUTION OF THE LANCASTER SUCCESSOR AGENCY OF THE CITY OF LANCASTER, CALIFORNIA, DECLARING PURSUANT TO SECTION 54221 OF THE GOVERNMENT CODE THAT CERTAIN PARCELS OF LAND OWNED BY THE LANCASTER SUCCESSOR AGENCY IS SURPLUS AND NOT NECESSARY FOR THE CITY'S USE

WHEREAS, the Lancaster Successor Agency ("Agency") owns in fee simple that certain real property listed in Exhibit "A" and incorporated herein ("Property"); and

WHEREAS, the Surplus Land Act (Cal. Gov't Code §§ 54220-54234) ("Act") establishes a specific process the Agency must follow to dispose of surplus land, which includes declaring the land is surplus, providing written notice to certain entities and negotiating in good faith with an interested entity that was entitled to such notice; and

WHEREAS, the Act defines "surplus land" as "[...] land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use" (Cal. Gov't Code § 54221(b)(1)); and

WHEREAS, Agency staff has evaluated the Property, determined it is not necessary for the Agency's use and recommended it be declared surplus land and disposed of pursuant to the Act for the reasons described in the accompanying staff report; and

WHEREAS, the Agency Directors desires to declare that the Property is surplus land, is not necessary for the Agency's use and may be disposed of in accordance with the Act;

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

- Section 1. The foregoing recitals are true, correct and a substantive part of this Resolution. The accompanying staff report is incorporated herein and also a substantive part of this Resolution.
- Section 2. For the reasons described in the accompanying staff report, which constitute findings for purposes of this Resolution, the Lancaster Successor Agency hereby declares that the Property is not necessary for the City's use and is surplus land as defined in the Act.
- Section 3. The City Clerk is authorized and directed to prepare and transmit a notice of availability of the Property to the entities entitled to such notice, as and to the extent required by the Act.
- Section 4. The City Manager, or his or her designee, is authorized to do all things that he or she deems necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed. Such actions include, but are not limited to, negotiating in good faith in accordance with and subject to the requirements of the Act with any entities that timely submit a written notice of interest to purchase or lease the Property.

Resolution No. SA 3-22 Page 2

Section 5. 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 ADOPT	ED this 8th day of Febru	ary, 2022, by the following vote:
AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
ATTEST:	Α	PPROVED:
ANDREA ALEXANDER	$\overline{R}$	. REX PARRIS
City Clerk		hairman
City of Lancaster	C	ity of Lancaster
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF LANCASTER	) ) ss )	
CEPTH	FIGATION OF DECOLU	ITION
	FICATION OF RESOLU STER SUCCESSOR AC	
I,		, City of Lancaster, CA. do
I,, hereby certify that this is a true and cothe original is on file in my office.	orrect copy of the origina	l Resolution No. SA 3-22, for which
WITNESS MY HAND ANI, day of		CITY OF LANCASTER, on this
(seal)		

# Exhibit A Declaration of Surplus Land 2/8/2022

Jurisdiction Name	Jurisdiction Type	City	County	APN	Zoning	General Plan Designation	Acreage	Current Use
Lancaster Successor Agency	Agency	Lancaster	Los Angeles	3140-022-900	R-7,000	UR	0.26	Vacant

CC 2

02/8/2022

JC



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

# TELEPHONIC/VIRTUAL MEETING PURSUANT TO GOVERNMENT SECTION CODE §54953 (e)

Tuesday, January 25, 2022

#### **CALL TO ORDER**

Mayor Parris called the meeting of the Lancaster City Council/Successor Agency/Financing/Power/California Choice Energy Authority to order at 5:04 pm.

#### 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.

#### INVOCATION

Council Member Darrell Dorris

#### **EMERGENCY DECLARATIONS**

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

Discussion among Council included efforts to obtain COVID-19 tests.

Jason Caudle, City Manager provided an update for COVID-19 testing sites.

Deputy Mayor Dr. Troung provided status update on COVID-19 playbook.

The City Clerk provided the procedure for public comment on ED 1.

No comment at this time.

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

#### **ED 1. COVID-19 UPDATES AND ACTIONS**

- 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.

## CCEA CC 1. RECEIVE CALIFORNIA CHOICE ENERGY AUTHORITY AUDITED ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDING JUNE 30, 2021

The City Clerk provided 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 received the California Choice Energy Authority (CalChoice) audited annual financial report for Fiscal Year ending June 30, 2021, by the following vote: 5-0-0-0; Ayes: Dorris, Malhi, Mann Crist, Parris; Noes: None; Abstain: None; Absent: None

#### CONSENT CALENDAR

Council Member Malhi recused himself from item no. CC 6 due to property owned within proximity to the project.

The City Clerk provided 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 Mann, the City Council APPROVED the Consent Calendar pulling item no. CC6 for separate discussion, by the following vote: 5-0-0-0; Ayes: Dorris, Malhi, Mann, Crist, Parris; Noes: None; Abstain: None; Absent: None

Council Member Malhi left the meeting at this time.

On a motion by Vice Mayor Crist and seconded by Council Member Dorris, the City Council APPROVED item no. CC 6 as comprised, by the following vote: 4-0-1-0; Ayes: Dorris, Mann, Crist, Parris; Noes: None; Abstain: Malhi; Absent: None

Council Member Malhi rejoined the meeting at this time

#### 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. MINUTES

Approved the City Council/Successor Agency/Financing/Power/California Choice Energy Authority Regular Meeting Minutes of January 11, 2022.

#### CC 3. CHECK REGISTERS

Approved the Check and Wire Registers for December 26, 2021 through January 10, 2022 in the amount of \$5,101,953.08 as presented.

#### CC 4. MONTHLY REPORT OF INVESTMENTS – DECEMBER 2021

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

# CC 5. ADOPTION OF RESOLUTION REPEALING RESOLUTION NO. 21-48 AND AUTHORIZING CITY MANAGER TO MAKE CERTAIN LIMITED ADJUSTMENTS TO CUSTOMER POWER GENERATION RATES FOR LANCASTER CHOICE ENERGY

Adopted **Resolution No. 22-02**, repealing Resolution No. 21-48 and granting City Manager the power and authority to periodically make certain minor adjustments to Lancaster Choice Energy rates.

## CC 6. FINAL MAP APPROVAL – PARCEL MAP NO. 77136 (LOCATED NEAR THE NORTHEAST CORNER OF 25TH STREET WEST AND AVENUE L-8)

Approved the map and accepted the dedications as offered on the map for Parcel Map No. 77136; make findings that this project will not violate any of the provisions of Sections 66473.5, 66474.1, and 66474.6 of the Subdivision Map Act; and instructed the City Clerk to endorse on the face of the map the certificate, which embodies the approval of said map and the dedications shown thereon

## CC 7. APPROVAL TO INCREASE THE CONTRACT AMOUNT FOR POWERFLEX SYSTEMS INC., FOR THE CITY HALL RESILIENCY PROJECT

Approved an increase in the contract amount for Powerflex Systems Inc (Powerflex), by \$64,348.00 for the City Hall Resiliency Project and authorized the City Manager to sign all documents.

## CC 8. RESOLUTION TO AUTHORIZE SUBMITTAL OF APPLICATION FOR STATEWIDE PARK LAND AND WATER CONSERVATION FUND (LWCF) GRANT

Adopted **Resolution No. 22-03**, approving the application and availability of matching funds for the Statewide Park Land and Water Conservation Fund (LWCF) Grant.

# CC 9. 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

- 1. Adopted **Resolution 22-04**, 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. Adopted **Resolution 22-05**, 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.

## CR 1. REPORT ON THE ACTIVITIES OF THE BOARD OF DIRECTORS MEETING FOR DISTRICT NO. 14 OF THE COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

Vice Mayor Crist provided a report on the activities of the Board of Directors meeting for District No. 14. of the County Sanitation Districts of Los Angeles County to include budgeting to improve current plans.

Vice Mayor also reported on the Antelope Valley Transportation Authority (AVTA) purchase of hydrogen/electric vans.

## CR 2. SUMMARY OF THE JANUARY 14, 2022, SCAG TRANSPORTATION COMMITTEE & KERN COG JOINT MEETING

Council Member Dorris provided a summary of the January 14, 2022, SCAG Transportation Committee and Kern COG Joint Meeting to include discussion of appropriation of money for goods and transportation. Council Member Dorris also reported on the discussion of issues surrounding speeding.

#### **CR 3. COUNCIL REPORTS**

Council Member Malhi provided a report of Martin Luther King, Jr. Day of Service and Justice Sunday.

#### **LANCASTER SUCESSOR AGENCY**

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

#### **LANCASTER HOUSING AUTHORITY**

No action is required at this time

#### CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

Jason Caudle, City Manager announced availability of COVID tests and vaccines. The City Manager also announced the preparation of the Poppy Festival scheduled on April 22-24, 2022.

#### 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

No public comment at this time.

#### **COUNCIL/AUTHORITY COMMENTS**

No comments at this time.

#### **ADJOURNMENT**

Mayor Parris stated that the next meeting is scheduled for Tuesday, February 8, 2022 and adjourned the meeting at 6:02 p.m.

PASSED, APPROVED and ADOP	ΓED this 8 <sup>th</sup> day of Februa	ary 2022, by the following vote:
AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
ATTEST:	A	PPROVED:
ANDREA ALEXANDER CITY CLERK AGENCY/AUTHORITY SECRET	N	R. REX PARRIS MAYOR/CHAIRMAN
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF LANCASTER	} }ss }	
	RTIFICATION OF MINU AGENCY/FINANCING/F ENERGY AUTHORITY	TES POWER/CALIFORNIA CHOICE
I,CA, do hereby certify that this is a range Agency/Financing/ Power/Californ on file in my office.		
WITNESS MY HAND AND THE day of		
(seal)		

#### STAFF REPORT City of Lancaster

CC 3

02/08/22

JC

Date: February 8, 2022

To: Mayor Parris and City Council Members

From: George N. Harris II, Finance Director

Subject: Check Registers - January 9, 2022 through January 22, 2022

#### **Recommendation:**

Approve the Check and Wire Registers for January 9, 2022 through January 22, 2022 in the amount of \$13,937,108.26 as presented.

#### **Fiscal Impact:**

\$13,937,108.26 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.:
 7423697-7423898
 \$ 10,423,463.59

 ACH/Wire Check Nos.:
 101010980-101010984
 \$ 3,513,644.67

 \$ 13,937,108.26

Voided Check No.: N/A 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

Printed: 1/24/2022 13:53

From Check No.: 7423697 - To Check No.: 7423898



Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charg	e Code	GL Amount
7423697	10365	AM CAFE, INC.	SHOP MORE LANC-GFTCD-REIMB	600.00	101	4431307	600.00
7423698	10604	BICOASTAL PRODUCTIONS LLC	DEP-THE GREAT DUBOIS-3/4/22	4,250.00	101	4650318	4,250.00
7423699	A7061	C A RASMUSSEN, INC	CP21007-2020 FALL PVMNT MGMT	41,172.24	701	2100003 12ST043924 12ST043924	(2,166.96 2,166.96 41,172.24 41,172.24
7423700	08754	CA MUNICIPAL COMPLNCE CNSLTNTS	12/21-PS-CONSULTING SVCS	36,753.92	101	4800301	36,753.92
7423701	10271	CARRIERE, MONIQUE DESIREE	MC-PR DM-LVEGAS-1/18-1/20/22	172.50	203	4752201	172.50
7423702	10867	CITY & CO ENGINEERS ASSOC	01/22-MTG REGISTRATION FEE	10.00	101	4771200	10.00
7423703	D3337	COACH'S SPORTS BAR & GRILLE	SHOP MORE LANC-GFTCD-REIMB	220.00	101	4431307	220.00
7423704	D0983	CRAZY OTTO'S DINER #3	SHOP MORE LANC-GFTCD-REIMB	1,020.00	101	4431307	1,020.00
7423705	10238	GARCIA, JUAN	JG-PR DM-LVEGAS-1/18-20/22	172.50	203	4752201	172.50
7423706	D1723	GAY, FELIPA	REFUND-AFTER SCHOOL PROGRAM	100.00	101	2182001	100.00
7423707	C8063	KINGDOM BUILDING FELLOWSHIP	JUSTICE SUNDAY SPONSORSHIP	7,500.00	101	4100251	7,500.00
7423708	1215	L A CO WATERWORKS	10/29-11/05/22 WATER SVC	11,497.26	101 101 101 203 203 306 480 482 484	4620654 4631654 4633654 4633654 4752654 4342654 4755654 4636654 4755654	186.13 3,797.68 2,519.27 650.45 1,849.74 158.16 740.43 853.18 742.22
7423709	D2287	LANCASTER CODE ENFRCMNT ASSN	UNION DUES-PP 1/2022	180.00	101	2171000	180.00
7423710	10859	LOWTHER, KAWNIE	MOAH-WINDOW CLEANING	150.00	101	4653251	150.00
7423711	07086	LUCKY LUKE BREWING COMPANY	SHOP MORE LANC-GFTCD-REIMB	1,180.00	101	4431307	1,180.00
7423712	07930	MILLER, DUSTIN	DM-PR DM-LVEGAS-01/18-20/22	172.50	203	4752201	172.50

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7423713	10353	MR WOK RESTAURANT CORP	SHOP MORE LANC-GFTCD-REIMB	220.00	101 4431307	220.00
7423714	10377	NAYA REST INC DBA DENNYS 7931	SHOP MORE LANC-GFTCD-REIMB	1,220.00	101 4431307	1,220.00
7423715	07634	NEVAREZ, GABE	GN-PR DM-LVEGAS-1/18-20/22	172.50	203 4752201	172.50
7423716	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 1/2022	634.69	101 2170200	634.69
7423717	A7221	PERSLONG TERM CARE PROGRAM	1/22-RETIREE LONG TERM CARE	7,415.58	109 1101000	7,415.58
7423718	02416	PEREZ, JOSE	JP-PR DM-LVEGAS-01/18-20/22	172.50	203 4752201	172.50
7423719	D2568	SEQUOIA PACIFIC SOLAR I, LLC	OMP-11/21(13,241.50 KWH)	1,324.15	101 4634652	1,324.15
7423720	D2568	SEQUOIA PACIFIC SOLAR I, LLC	PAC-11/21(19,034 KWH)	1,903.48	101 4650652	1,903.48
7423721	D2568	SEQUOIA PACIFIC SOLAR I, LLC	LMS-11/21(27,571.12 KWH)	2,757.11	101 4632652	2,757.11
7423722	D2568	SEQUOIA PACIFIC SOLAR I, LLC	MTNC YD-11/21(29,708.04 KWH)	2,970.80	101 4633652	2,970.80
7423723	D2568	SEQUOIA PACIFIC SOLAR I, LLC	CH-11/21(45,089.60 KWH)	4,508.96	101 4633652	4,508.96
7423724	10738	SMART INTEGRATED SYSTEMS INC	EVMS FOR TMC AT CITY HALL	10,745.00	209 11BS027924	3,169.77
				10,745.00	_ 321 11BS027924 _	7,575.23 10,745.00
7423725	03154	SO CA EDISON	11/15-12/20/21 ELECTRIC SVC	201.41	482 4636652	150.24
				201.41	484 4755652 <u> </u>	51.17 201.41
7423726	03154	SO CA EDISON	11/17-12/29/21 ELECTRIC SVC	310.49	483 4754660	310.49
7423727	03154	SO CA EDISON	11/04-12/28/21 ELECTRIC SVC	597.59	101 4622652	581.27
				597.59	306 4792652	16.32 597.59
7423728	03154	SO CA EDISON	11/08-12/08/21 ELECTRIC SVC	877.27	203 4636652	54.90
					482 4636652 484 4755652	796.77 25.60
				877.27	_	877.27
7423729	03154	SO CA EDISON	11/02-01/03/22 ELECTRIC SVC	1,480.91	203 4636652	303.71
				1,480.91	482 4636652	1,177.20 1,480.91
7423730	03154	SO CA EDISON	11/04-12/29/21 ELECTRIC SVC	3,415.29	203 4754652	2,991.65
. 120100	00104	00 07 25 00 11		5,410.29	483 4754660	423.64
				3,415.29		3,415.29

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7423731	03154	SO CA EDISON	04/05-12/27/21 ELECTRIC SVC	3,798.74	203 4636652	472.3
					482 4636652	3,031.52
					483 4754660	186.36
				3,798.74	484 4755652	108.53 3,798.74
				3,730.74		3,730.7-
7423732 03154	SO CA EDISON	11/09-01/04/22 ELECTRIC SVC	4,088.00	101 4635652	3,623.68	
					203 4754652	89.88
				4,000,00	483 4754660	374.44
				4,088.00		4,088.00
7423733	03154	SO CA EDISON	11/09-01/04/22 ELECTRIC SVC	13,492.22	203 4754652	8,962.22
					480 4755652	508.72
					484 4755652	237.99
					485 4755652	2,976.78
					490 4250652	806.5
				13,492.22		13,492.22
7423734	03154	SO CA EDISON	02/03-01/04/22 ELECTRIC SVC	38,674.17	101 4631652	9,327.4
				·	101 4633652	8,916.03
					101 4634652	12,587.50
					101 4635652	3,728.02
					101 4636402	1,968.1
					101 4651652	684.48
					101 4800403	364.53
					482 4636652	24.60
					483 4754660	512.33
					490 4250652	561.16
				38,674.17		38,674.17
7423735	1907	SO CA GAS COMPANY	12/01-01/04/22 GAS SVC	351.80	101 4620655	336.02
					101 4631655	15.78
				351.80	•	351.80
7423736	05332	VINCE'S PASTA AND PIZZA WEST	SHOP MORE LANC-GFTCD-REIMB	2,260.00	101 4431307	2,260.00
7423737	10209	1000BULBS.COM	PBP-LIGHT FIXTURE MOUNT	283.21	101 4631404	283.21
7423738	06851	1800	SHOP MORE LANC-GFTCD-REIMB	780.00	101 4431307	780.00
7423739	A5389	A V FAIR	11/21-WATCH & WAGER	2,222.29	101 2189000	2,222.29
7423740	03854	A V JANITORIAL SUPPLY	MTNC YD-HAND SANITIZER DISPENS	281.14	101 4431295	281.14
7423741	08979	A V PEST CONTROL	PBP-PEST REMOVAL-12/21	95.00	101 4631301	95.0
. 1207 -1	00010		EDP-PEST REMOVAL-12/21	65.00	101 4631301	65.0
			AHP-PEST REMOVAL-12/21	85.00	101 4631301	85.0
			JRP-PEST REMOVAL-12/21	110.00	101 4631301	110.00
				1,000		

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charg	je Code	GL Amount
			RDP-PEST CONTROL SERVICE	65.00	101	4634301	65.00
				420.00			420.00
7423742	00107	A V PRESS	11/21-PAC DIGITAL MARKETING	1,150.62	101	4650205	1,150.62
202	00.0.		12/21-PAC DIGITAL MARKETING	1,026.88	101	4650205	1,026.88
				2,177.50			2,177.50
7423743	06294	A V WEB DESIGNS	NSC-01/22-MONTHLY HOSTING CHGS	99.95	101	4645301	99.95
7423744	09069	ACTON ICE DELIVERY	ICE/SNOW/STRAW BALES	3,500.00	101	4649565	3,500.00
7423745	05445	ADELMAN BROADCASTING, INC	KEPD-FM / MAGICAL BLVD	480.00	101	4649565	480.00
1420140	00440	ADELINAN BROADOACTING, INC	KZIQ-FM / JOHN TESH RADIO	300.00	101	4650205	300.00
			KGBB-FM / JOHN TESH RADIO	1,650.00	101	4650205	1,650.00
			KZIQ-FM / JOHN TESH RADIO	1,650.00	101	4650205	1,650.00
			KGIL-FM / JOHN TESH RADIO	1,500.00	101	4650205	1,500.00
			RGIL-FIM / JOHN TESH RADIO	5,580.00	. 101	4030203	5,580.00
7423746	C8745	ADVANCE ELECTRIC	INSTALL EV CHARGERS(2) BLVD MARRIOTT	9,350.00	349	11EE003924	9,350.00
7400747	00407	ALL OLACO & PLACTICO LLO	OMB DEDAID BY TOOD AS DIDO	50.00	404	1001100	50.00
7423747	00127	ALL GLASS & PLASTICS LLC	OMP-REPAIR EXT DOOR AC BLDG	50.00	101	4634402	50.00
7423748	D3147	AMERICAN PLUMBING SERVICES,INC	OMP/AVTA-REPLACE FLUSH VALVE	939.42	207	4634402	939.42
			JRP-VANDALISM-RR REPAIR	396.00	101	4630460	396.00
			PDW-REPAIR URINAL	100.00	101	4634402	100.00
				1,435.42			1,435.42
7423749	02693	ANDY GUMP, INC	RDP-FENCE RNTL-12/24-1/20/22	33.51	101	4634602	33.51
			OMP-FENCE RNTL-1/4-1/31/22	33.51	101	4634602	33.51
				67.02			67.02
7423750	10419	ANTHROPOLOGICAL RESEARCH CONT	NATIVE AMERICAN OUTREACH	1,250.00	101	4653251	1,250.00
7423751	D2995	ARTILLERY, LLC	MOAH-NOV/DEC 21 ADVERTISING	1,250.00	101	4653205	1,250.00
			MOAH-JAN/FEB 22 ADVERTISING	1,250.00	101	4653205	1,250.00
			MOAH-JAN/FEB 22 WEB BANNER	500.00	101	4653205	500.00
				3,000.00	-		3,000.00
7423752	C8172	B & H PHOTO VIDEO	JBL DLX PADDED COVER(2)	174.20	101	4650602	174.20
7423753	08902	BUILDERS UNLIMITED CONSTRUCTRS	WROUGHT IRON GATES	7,750.00	101	4651251	7,750.00
			LACMA TEMP WALLS	14,480.00	101	4653257	14,480.00
				22,230.00			22,230.00
7423754	08017	BURKE, WILLIAMS & SORENSEN LLP	PRFSSNL SVCS THRU 10/31/21	1,734.00	101	4100303	1,734.00
7423755	A9249	CA DEPT OF CORRCTNS/REHAB	11/21 GUARDING AGMT# C5608268	5,162.00	203	4752308	3,665.02
		<del></del>		-, -=		4752308	1,496.98
				5,162.00		<del>-</del>	5,162.00
				-, -=			-,

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charg	e Code	GL Amount
7423756	09916	CA PROF ENGINEERING INC	CP17013-RETENTION PAYMENT	8,825.17	150	2100003	8,825.17
7423757	C2185	CLARK PEST CONTROL	CH-COVID 19 CLEAN & DISINFECT	800.00 880.00 880.00 880.00 880.00 880.00 5,200.00	101 101 101 101 101 101	4431301 4431301 4431301 4431301 4431301 4431301	800.00 880.00 880.00 880.00 880.00 880.00 5,200.00
7423758	04677	D C F SOILS	NSC-TOP SOIL	1,752.98	101	4635404	1,752.98
7423759	00414	DESERT LOCK COMPANY	CH-KEYS LMS-REPAIR DOOR CLOSURES PBP-LOCK REPAIR REPIN LOCKS @ ZELDAS CH-DOOR REPAIR MLS-NEW LOCK CH/PAC-KEYS CUT PRIMUS KEYS CUT AVTA/OMP-REPAIR DOOR LOCK	36.66 791.69 60.00 70.00 130.00 997.58 114.30 12.00 252.30 2,464.53	101 101 101 101 101 101 101 207	4633403 4632402 4631402 4650403 4633403 4633403 4633403 4633403 4634402	36.66 791.69 60.00 70.00 130.00 997.58 114.30 12.00 252.30 2,464.53
7423760	09811	DUNN CONSULTING	12/21-LEGISLATIVE CNSLTNG SVC	5,000.00	101	4200301	5,000.00
7423761	D3240	FASTENAL COMPANY	COPY PAPER UTILITY SVCS SUPPLIES	353.04 1,235.74	101 480 484 485	4410254 4755209 4755409 4755208	353.04 55.13 838.94 148.73
			COMPUTER DESKS-BLK(20) COVID-19 SUPPLIES	2,450.86 44.65 4,084.29	485 101 101	4755410 4631293 4431250	192.94 2,450.86 44.65 4,084.29
7423762	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	55.51	210	4770212 15ST053924 15ST054924	24.66 15.42 15.43 55.51
7423763	02108	FRANCHISE TAX BOARD	2021 FORM 592-V TIN 95-3213004 4TH QTR ENTERTAINMENT WITHHLDG	5,103.00	101	2177003	5,103.00
7423764	10120	FUENTES, JONATHAN	LIVE MUSICAL PERFORMANCE	100.00	101	4651251	100.00
7423765	C4848	GARRISON FAMILY MED. GROUP INC	COVID-19 TESTS 12/16-01/05/22	4,770.00	101	4431302	4,770.00
7423766	03430	GRAINGER	BLVD OUTLET	148.64	101	4633404	148.64
7423767	07183	HOMEWOOD SUITES LANCASTER	SCHOMAKER, KRISTINE-F#150214A	197.64	101	4653301	197.64

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge	e Code	GL Amount
			KHERADYAR, HABIB-F#150351A	173.62	101	4653301	173.62
				371.26	-		371.26
7423768	D4004	J P POOLS	NSC-PUMP CHECKS	1,425.00	101	4635402	1,425.00
7423769	01419	JOHNSTONE SUPPLY	INCUBATOR-AC FILTERS(22)	104.58	101	4633403	104.5
7423770	C5143	KATZ AND JAMMERS	SHOP MORE LANC-GFTCD-REIMB	220.00	101	4431307	220.00
7423771	1203	LANCASTER PLUMBING SUPPLY	ZELDAS-NEW TOILET SEAT	30.92		4650406	30.9
			MLS-IRRIGATION REPAIR PARTS	<u>11.99</u> 42.91	101	4633404	11.9 42.9
7423772	A4930	LANDALE MUTUAL WATER COMPANY	L/CHALLENGER-12/21 WATER SVC	49.70	203	4636654	49.7
7423773	10162	LANDSCAPE CONNECTION GROUP	WALL RPR-CHLLNGR/J8	425.00	482	4636462	425.0
7423774	D1736	LEVEL 3 COMMUNICATIONS LLC	12/21-INTERNET/DATA	3,740.55	112	4315651	3,740.5
7423775	10283	LSY ENTERPRISE INC	CP20006-LANC HEALTH DISTRICT	640.00	203	15ST058924	640.00
7423776	01450	MCCAIN INC	SIGNALS FOR SIGNALS	3,074.71		4754460 4754464	3,074.7
			YLLW POLARA BULLDOG EQUIP SIGNAL MATERIAL	1,658.79 214.99		4754461 4754461	1,658.7 214.9
			SIGNAL IMATERIAL	4,948.49	203	4734401	4,948.49
7423777	L0396	MEDINA, ANNA	LCE-NEM 2021 ANNUAL PAYOUT	24.56	490	4250658	24.5
7423778	02270	MELDON GLASS	PAC-WEATHER STRIPPING	4,728.80	101	4650402	4,728.8
7423779	D3578	MINUTEMAN PRESS	LCE-CALPINE PUSH NOTICES(332)	314.62	490	4250213	314.6
			LCE-CALPINE PUSH NOTICES(322)	289.70 604.32	490	4250213	289.70 604.33
7423780	D2822	NATIONAL CINEMEDIA, LLC	PS-THEATER ADS-12/2-12/29/21	525.00	101	4800205	525.0
7423781	10307	NATIONAL UTILITY LOCATORS LLC	TECHNICAL UTILITY LOCATING	5,000.00	203	4754301	1,000.0
						4755301	1,000.0
						4755301	1,000.0
						4754301	1,000.0
				5,000.00	484	4755301	1,000.0 5,000.0
7423782	D2634	O'REAR, JEFFREY R	01/22-PRODUCTION SERVICES	400.00	101	4649225	400.0
7423783	06513	ODYSSEY POWER CORP	MTNC YD-GENERATOR PM	415.00	480	4755402	415.0
7423784	C7808	OPSEC SPECIALIZED PROTECTION	LMS-SECURITY 12/20-12/26/21	3,120.00	101	4431295	3,120.0
			LMS-SECURITY 12/27-01/02/22	3,328.00		4431295	3,328.00

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				6,448.00		6,448.00
7423785	05741	P P G ARCHITECTURAL FINISHES	LMS-BUILDING PAINT	755.03	101 4632403	755.03
			MP-VANDALISM-PAINT SUPPLIES	32.57	101 4630460	32.57
			PDW-PAINT SUPPLIES	69.11	101 4631404	69.11
			PDW-PAINT SUPPLIES	70.70	101 4631404	70.70
			PAINT SUPPLIES	42.84	203 4752502	42.84
			PAINT SUPPLIES	117.89	203 4752502	117.89
			PAINT SUPPLIES	26.21	203 4752502	26.21
			PAINT SUPPLIES	91.68	203 4752502	91.68
			PAINT SUPPLIES	123.15	101 4653257	123.15
				1,329.18	•	1,329.18
7423786	06984	PACIFIC DESIGN & INTEGRATION	12/21-BROADCAST MANAGER SVC	3,400.00	112 4315301	3,400.00
7423787	07249	PATRIOT PLUMBING	BGC/LUC-INSTALL AUTO-FLSH KITS	575.00	101 4633402	575.00
			LUC-TOILET PAPER	135.00	101 4633402	135.00
				710.00	•	710.00
7423788	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
7423789	09496	PAY PLUS SOLUTIONS	01/22-CALPERS MONTHLY CHARGES	327.00	101 4220301	327.00
7423790	07287	PRINTING BOSS	FULL COLOR PRINTED CARDS(1000)	304.29	101 4770259	304.29
			FULL COLOR PRINTED CARDS(1000)	76.07	101 4100251	76.07
				380.36		380.36
7423791	D3947	S G A CLEANING SERVICES	LMS-WORKSTATION COUNTERTOP	2,875.00	101 4632403	2,875.00
			NSC-VANDALISM	685.00	101 4630460	685.00
			TBP-VANDALISM	750.00	101 4630460	750.00
			SKT-VANDALISM-GRAFFITI REMOVAL	785.00	101 4630460	785.00
			AHP-VANDALISM-ELECTRICAL RPR	365.00	101 4630460	365.00
			JRP-VANDALISM-FENCE REPAIR	465.00	101 4630460	465.00
			MP-VANDALISM-DOOR REPAIR	585.00	101 4630460	585.00
			EDP-VANDALISM-FENCE POLES	785.00	101 4630460	785.00
			EDP-VANDALISM-BALLFLD FNC RPR	985.00	101 4630460	985.00
			MOAH-INSTALL OUTLET	480.00	101 4653257	480.00
			MNTC YD-SANITIZE/DISINFECT	985.00	101 4431301	985.00
			AHP-VANDALISM-GRAFFITI REMOVAL	760.00	101 4630460	760.00
			AHP-VANDALISM-GRAFFITI REMOVAL	475.00	101 4630460	475.00
			CDR ST-TRACK LIGHT SVC	385.00	101 4651251	385.00
			MP-VANDALISM-RR REPAIRS	650.00 12,015.00	101 4630460	650.00 12,015.00
7400700	05001	OUR INTERNATIONAL COOR	MACABOOK BBO	,	440 404-000	,
7423792	05934	SHI INTERNATIONAL CORP	MACKBOOK PRO	2,560.93	112 4315302	4.00
					112 4315302	2,556.93
				2,560.93		2,560.93

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7423793	08337	SILVER LINING SOLUTIONS LLC	12/21-GENERAL SUPPORT	1,040.00	112 4315302	1,040.00
7423794	10868	STERICYCLE INC	PRIORITY PURGE/ON-SITE(284)	3,183.39	101 4220301	3,183.39
7423795	09316	TEKWERKS INTERNET	CH-01/22-INTERNET/FIBER	7,840.19	112 4315651	7,840.19
7423796	09665	TERRACARE ASSOCIATES, LLC	MAIN REPAIR-W K8 (FANCHN/25TH) ACCIDENT CLNUP-40TH W (L/K14) ACCDNT CLNUP-AVE H (SFFLK/KNG) IRRIGATION REPAIRS 12/21-IRRIGATION 12/21-IRRIGATION	540.00 195.00 390.00 1,375.00 2,000.00 278.72 4,778.72	482 4636404 203 4636460 482 4636462 203 4636460 203 4636404 482 4636404	540.00 195.00 390.00 1,375.00 2,000.00 278.72 4,778.72
7423797	06640	THE RAMSAY GROUP	ANALYSIS OF IMPEDIMENTS	7,020.00	306 4792301	7,020.00
7423798	C2555	TIME WARNER CABLE	12/27-01/26/22 TV/INTRNT/VOICE	493.37	101 4632301	493.37
7423799	2003	TIP TOP ARBORISTS, INC	12/21-TREE TRIM	345.00	482 4636267	345.00
7423800	10638	TITAN WATER TECHNOLOGY INC	12/21-CH-CHILLER SERVICE	569.25	101 4633301	569.25
7423801	02977	TURBO DATA SYSTEMS INC	12/21-PARKING CITATIONS	13,694.86	101 4820301	13,694.86
7423802	A2124	UNDERGROUND SERVICE ALERT/SC	12/21-TICKETS(255) CA STATE FEE FOR REGLTRY COSTS	430.75 123.71 554.46	484 4755301 484 4755311	430.75 123.71 554.46
7423803	C4011	UNITED RENTALS	BOOM LIFT RENTAL 12/1-12/2/21	1,742.83	101 4633301	1,742.83
7423804	05551	UNITED SITE SRVCS OF CA,SO DIV	FENCE RENTAL-11/26-12/23/21	61.74	101 4633301	61.74
7423805	31009	UNIVERSAL ELECTRONIC ALARMS	OMP-BAT CAGE-SECURITY ALARM OMP-MNTC SHOP-SECURITY ALARM	111.00 81.00 192.00	101 4634301 101 4634301	111.00 81.00 192.00
7423806	10869	URBANO, MIGUEL	MU-PR DM-LVEGAS-01/18-20/22	172.50	203 4752201	172.50
7423807	2228	VALLEY CONSTRUCTION SUPPLY INC	PDW-LIGHTS PDW-LIGHTS	176.31 198.91 375.22	101 4634404 101 4634404	176.31 198.91 375.22
7423808	09590	VIVINT INC	PS-SMRT HME SVC	73.53	101 4820301	73.53
7423809	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX COLD MIX COLD MIX	148.11 164.34 97.72 156.15	203 4752410 203 4752410 203 4752410 203 4752410	148.11 164.34 97.72 156.15

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			COLD MIX	105.40	203	4752410	105.40
			COLD MIX	101.13	203	4752410	101.13
			COLD MIX	113.95	203	4752410	113.95
				886.80			886.80
7423810	31026	WAXIE SANITARY SUPPLY	KARCHER HD 1.8/13 C ED(1)	1,593.11	101	4633406	1,593.11
7423811	10249	WE THE CREATIVE	GRAPHIC DESIGN	2,499.30	101	4205301	2,499.30
			GRAPHIC DESIGN	1,248.35	101	4205301	1,248.35
				3,747.65			3,747.65
7423812	A7061	C A RASMUSSEN, INC	CP21012-AVE J INTERCHANGE IMPR	584,998.06	150	2100003	(30,789.37)
						15BR007924	30,789.37
					210	15BR007924	584,998.06
				584,998.06			584,998.06
7423813	10738	SMART INTEGRATED SYSTEMS INC	EVMS FOR TMC AT CITY HALL	57,990.28	207	11BS027924	26,937.87
					209	11BS027924	17,107.13
					321	11BS027924	13,945.28
				57,990.28			57,990.28
7423814	03154	SO CA EDISON	12/01-12/31/21 ELECTRIC SVC	158,938.55	483	4754660	158,938.55
7423815	C7946	L A CO DEPT ANIMAL CARE&CONTRL	11/21-HOUSING COSTS	83,385.06	101	4820363	83,385.06
7423816	1214	L A CO SHERIFF'S DEPT	11/21-LAW ENFORCEMENT SVCS	2,436,374.75	101	4820354	2,199,406.89
				, ,		4820357	236,967.86
				2,436,374.75			2,436,374.75
7423817	10207	SULLY-MILLER CONTRACTING CO	CP21008-2021 NEIGHBRHD IMPR	1,513,795.65	150	2100003	(79,673.45)
				, ,		15ST079924	79,673.45
					701	15ST079924	1,513,795.65
				1,513,795.65	_		1,513,795.65
7423818	10673	BRAWNER BROTHERS BAND	BAL-RAY ON MY MIND-1/21/22	5,048.00	101	2177003	(462.00)
					101	4650318	5,510.00
				5,048.00			5,048.00
7423819	C2060	CA WATER SERVICE COMPANY	12/08-01/10/22 WATER SVC	70.75	482	4636654	70.75
7423820	D3337	COACH'S SPORTS BAR & GRILLE	SHOP MORE LANC-GFTCD-REIMB	340.00	101	4431307	340.00
7423821	1215	L A CO WATERWORKS	10/01-01/06/22 WATER SVC	6,597.49	101	4620654	249.12
				2,230	101	4631654	2,344.95
					101	4633654	481.91
					203	4636654	1,494.81
					306	4342654	211.98
					482	4636654	1,814.72
				6,597.49			6,597.49

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7423822	10417	LANDIS, NICOLE	NL-BOOT/PANT REIMBURSEMENT	210.32	101 4635209	210.32
7423823	03154	SO CA EDISON	12/07-01/06/22 ELECTRIC SVC	230.72	101 4633652	44.97
7423023	00101	00 0/(25/00/)	12/07/07/08/22 222011(10/07/0	2002	482 4636652	38.13
					483 4754660	147.62
				230.72		230.72
7423824	03154	SO CA EDISON	12/09-01/09/22 ELECTRIC SVC	1,019.05	203 4636652	40.46
					482 4636652 484 4755652	815.10 163.49
				1,019.05	404 4755052	1,019.05
7423825	10131	STOCK, LAWRENCE	12/21-COMM DISEASES ADVICE	5,000.00	101 4431301	5,000.00
7423826	C2555	TIME WARNER CABLE	01/22-INTERNET SVC	204.21	112 4315651	204.21
	C2555			2,202.94	101 4622682	807.85
7423827	02000	TIME WARNER CABLE	12/21-INTERNET/TV/PHONE SVCS	2,202.34	101 4820651	164.99
					112 4315651	1,230.10
				2,202.94		2,202.94
7423828	D3370	VERIZON WIRELESS	11/21-ADDL IPAD SERVICE	441.35	112 4315651	441.35
7423829	D3370	VERIZON WIRELESS	12/21-WIRELESS SERVICE	3,248.76	112 4315651	3,248.76
7423830	D3370	VERIZON WIRELESS	12/21-IPAD SERVICE	8,552.61	112 4315651	8,552.61
7423831	06066	A T & T	DOJ-12/21-PHONE-BAN 9391067128	210.44	112 4315651	210.44
7423832	C0077	AVEK	BACTERIOLOGICAL TEST	46.00	485 4755301	46.00
7423833	03854	A V JANITORIAL SUPPLY	HAND SANITIZER GEL	363.83	101 4431295	363.83
7423834	D1445	A V PARTNERS FOR HEALTH	PROJECT SVCS & SUPPLY REIMB	47.21	101 4622682	47.21
			PROJECT SVCS & SUPPLY REIMB	135.18	101 4622682	135.18
				182.39		182.39
7423835	09826	ACME ASSET PROTECTION SERVICES	12/21-SECURITY-MTNC YD	11,067.00	203 4752301	11,067.00
7423836	10426	ADORAMA INC	RODE RODECASTER PRO KIT W/ MIC	220.42	101 4207296	220.42
7423837	10191	ALERT NEIGHBORHOOD SECURITY	45740 KINGTREE-SEC SYS UPGRADE	2,000.00	101 4622682	2,000.00
7423838	D3147	AMERICAN PLUMBING SERVICES,INC	45534 GADSDEN-SEWER LINE INSPC	343.75	101 4622682	343.75
7423839	01933	AMERON	EQUIP-RPR TS AVEK/10TH FROM TC	3,976.19	203 4785460	3,976.19
	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE	596.90	203 4752410	596.90

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7423841	10369	AUDIO VISUAL LIVE, INC	EQUIP RNTL-AUDIO	2,000.00	101 40	650602	2,000.00
7423842	04446	AUTO PROS	SMOG INSPECTION-EQ3832 SMOG INSPECTION-EQ6809 SMOG INSPECTION-EQ3834 SMOG INSPECTION-EQ5843	45.00 45.00 45.00 45.00 180.00	111 4 111 4 111 4 111 4	753207 753207	45.00 45.00 45.00 45.00 180.00
7423843	04151	AXES FIRE INC	FIRE CERTS(4)	60.00	111 4	753207	60.00
7423844	10872	BAAL, SHERYL	REFUND-TICKET ORDER #142976	279.75	101 34	405104	279.75
7423845	10822	BANNER BANK	CP19002-LS ANGLS ENG-ESCR-1923	27,467.50	150 2	100003	27,467.50
7423846	06992	BREMER WHYTE BROWN & O'MEARA	CLAIM #046-20/CLGL-1420A1	15,690.70	113 42	230303	15,690.70
7423847	10862	BRICK MARKERS USA INC	MOAH BRICK PROJECT	2,927.16		175000 600335	(300.04) 3,227.20 2,927.16
7423848	08902	BUILDERS UNLIMITED CONSTRUCTRS	606 STUDIOS-WNDW SECURITY BARS	7,800.00	101 40	651251	7,800.00
7423849	08017	BURKE, WILLIAMS & SORENSEN LLP	PRFSSNL SVCS THRU 12/31/21	374.00	101 4	100303	374.00
7423850	00382	CARRIER COMMUNICATIONS	01/22-HAUSER MTN SITE RENT	629.15	101 42	245350	629.15
7423851	06295	CBRE, INC	APPRAISAL REPORT-VACANT LAND	4,500.00	306 4	792301	4,500.00
7423852	07545	COSTAR REALTY INFORMATION INC	01/22-PROFESSIONAL SERVICES	1,196.45	101 4	790301	1,196.45
7423853	09191	DESIGNERS TOUCH LANDSCAPE INC	WCP-TURF REPAIR	5,925.00	101 40	631404	5,925.00
7423854	09739	DESTINATION LANCASTER	FULL PAGE AD-AVENTURES 2022 AD-AVENTURES VISITORS GD 2022	1,500.00 1,500.00 3,000.00	101 40 101 40	653205 650205	1,500.00 1,500.00 3,000.00
7423855	09614	ENCOMPASS CONSULTANT GROUP IN	( CP23009 AVTA BUS STOP 651	3,096.25	207 1	1BS033924	3,096.25
7423856	06857	ENTERTAINMENTMAX, INC	BOOKING AGNT COMM-JOHN TESH	1,250.00	101 40	650301	1,250.00
7423857	D3240	FASTENAL COMPANY	PARCS - PARKS & FACILITIES	7,835.18	101 44 101 44 101 44 101 44 101 44	431295 431406 630460 631406 632406 633403 634404 634406	871.55 285.06 1,000.72 3,940.90 146.99 140.62 511.95 382.68

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					101	4635404	358.0
					203	4636404	196.6
			PUBLIC WORKS SUPPLIES	4,449.43	203	4752207	144.8
					203	4752208	965.7
					203	4752209	37.4
					203	4752403	145.4
					203	4752406	1,985.3
						4752410	143.3
						4752502	910.2
						4752208	57.3
						4752209	59.6
			FLEET-TRANSPORTATION SUPPLIES	640.24		4753209	89.1
			TEEET TRUNGS ON THIS COURT ENERS	0 10.21		4753214	551.0
			ENVIRONMENTAL SUPPLIES	84.40		4431406	71.6
			ENVIRONMENTAL GOTT LILES	04.40		4754209	12.7
			TRANSPORTATION SUPPLIES	1,018.81		4753214	13.3
			TRANSFORTATION OUT LIES	1,010.01		4754455	826.8
						4754456	159.3
			COVID 40 MACKS	42.00		4754457	19.2
			COVID-19 MASKS	12.68	. 101	4431250	12.6
				14,040.74			14,040.7
7423858	C4848	GARRISON FAMILY MED. GROUP INC	COVID-19 TESTS 10/21-11/09/21	6,735.00	101	4431302	6,735.0
			COVID-19 TESTS 01/03-01/07/22	13,575.00	101	4431302	13,575.0
				20,310.00	•		20,310.0
7423859	10598	GERTESCCA TOURING INC	VIP TICKET SETTLEMNT-JOHN TESH	172.00	101	4650318	172.0
7423860	08245	GOLDEN STATE LABOR COMPLIANCE	FB 729-20 CH RENO & MODERNIZTN	2,596.28	701	11BS019924	2,596.2
7-120000	00240	COLDEN CITATE ENDOR COMIT ENTINOE	CP19002-10TH ST W & AVE J IMPR	1,709.81		12ST039924	1,709.8
			CP21003-2020 SUMMER PMP	2,778.00		12ST042924	2,778.0
			CP21007-2020 FALL PMP	3,145.62		12ST043924	3,145.6
			CP21008-REBID 2021 NEIGHBRHOOD	2,952.54		15ST079924	2,952.5
			CP21009-2021 SUMMER PVMNT MGMT	3,566.88		12ST046924	3,566.8
			CP21010-2021 FALL PMP	3,825.59		12ST045924	3,825.5
			CP21010-2021 FALL FIME CP21012-SR-138 (SR-14) AVE J	2,779.00		15BR007924	2,779.0
			CP21012-3R-130 (SR-14) AVE J CP21022-2021 THERMOPLASTIC STR	-			•
			CP21022-2021 THERWOPLASTIC STR	672.93 24,026.65	210	15ST080924	24,026.6
7423861	05822	H & H AUTO PARTS WHOLESALE	BRAKE PADS, WTR PUMP-EQ5658	213.73	111	4753207	213.7
7423862	03631	HARRIS & ASSOCIATES, INC.	AD ANNEX SVCS 08/01-08/28/21	12,333.23		4700301	3,083.3
						4700301	3,083.3
						4700301	3,083.3
						4700301	3,083.3
			AD ANNEX SVCS 10/31-11/27/21	12,333.23		4700301	3,083.3
						4700301	3,083.3
				483	4700301	3,083.3	
						4700301	3,083.3

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				24,666.46			24,666.46
7423863	10873	KING, MARGOT	REFUND-TICKET ORDER #143967	135.50	101	3405104	135.50
7423864	A9432	L A CO REGISTRAR-RECORDER/CLRK	VOTER POSTCARD MAILING(89,408)	35,763.20	101	4210262	35,763.20
7423865	D3578	MINUTEMAN PRESS	A-FRAME INSERTS-HR TESTNG SITE	56.23	101	4431301	56.23
			LCE CALPINE PUSH NOTICES(255)	272.33	490	4250213	272.33
			LCE CALPINE PUSH NOTICES(219)	229.69	490	4250213	229.69
			LCE CALPINE PUSH NOTICES(2)	2.77	490	4250213	2.77
				561.02			561.02
7423866	D1878	MURPHY & EVERTZ,ATTYS AT LAW	12/21-LGL SVCS-AV GRNDWTR MTTR	1,900.69	101	4100303	1,900.69
7423867	08562	NAPA AUTO PARTS	BRAKE PADS-EQ5501	89.55	111	4753207	89.55
			BRAKE ROTORS(2)-EQ5501	140.02	111	4753207	140.02
			AIR FILTER-EQ5630	18.84		4753207	18.84
			COUPLER	56.36		4753405	56.36
			OIL FILTER-EQ1522	6.27		4753207	6.27
			AIR FILTER-EQ1522	19.58		4753207	19.58
			OIL FILTER-EQ3763 TUBING-EQ3211	6.27 30.67		4753207 4753207	6.27 30.67
			MOTOR OIL-EQ3791	145.40		4753207	145.40
			WOTOR OIL-LQ3791	512.96	- '''	4733207	512.96
7423868	05741	P P G ARCHITECTURAL FINISHES	PAINT SUPPLIES	26.21	203	4752502	26.21
7423869	05916	PASTPERFECT SOFTWARE INC	ANNUAL RENEWAL-CUSTOMER #38432	475.00	112	4315302	475.00
7423870	08930	PAVEMENT ENGINEERING INC	REVIVE 25 PVMNT MNGMNT PRGRM	6,090.00	701	15SW018924	6,090.00
			REVIVE 25 PVMNT MNGMNT PRGRM	7,797.50	701	15SW018924	7,797.50
			CP21009-2021 SUMMER PVMNT MGMT	4,050.46	701	12ST046924	4,050.46
				17,937.96	_		17,937.96
7423871	10870	PEREZ, ELENA	FIGURE MODEL	100.00	101	4651251	100.00
7423872	06313	R C BECKER & SON, INC	CP21017-AVTA BUS STOP IMP	20,173.45	150	2100003	(1,061.76)
		, ,		-, -		11BS033924	1,061.76
					207	11BS033924	20,173.45
				20,173.45	_		20,173.45
7423873	D3947	S G A CLEANING SERVICES	MNTC YD-SANITIZE/DISINFECT	985.00	101	4431301	985.00
			CARPET CLEANING	325.00		4752403	325.00
			LMS-DEEP CLEAN CARPETS	850.00	101	4632402	850.00
			LMS-CLEAN/DISINFECT RESTROOMS	785.00	101		785.00
			MNTC YD-SANITIZE/DISINFECT	<u>985.00</u> 3,930.00	101	4431301	985.00 3,930.00
				·			·
7423874	1919	SAV-ON FENCE COMPANY	FENCE REPAIRS	16,275.00	484	4755460	16,275.00

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7423875	10608	SHARP PEST MANAGEMENT	PEST CONTROL(10)	500.00	101	4622682	500.00
7423876	09163	SOCAL OFFICE TECHNOLOGIES	11/27-12/26/21-EQUIPMENT 12/27-01/26/22-EQUIPMENT	402.42 402.42		4410254 4410254	402.42 402.42
				804.84			804.84
7423877	05413	STATEWIDE TRAFFIC SAFETY/SIGNS	VEHICLE MOUNT ARROW BOARD	8,385.20	111	4753207	8,385.20
7423878	A0390	STOVER SEED COMPANY	NSC/OMP-SEED FOR FIELD RENO	19,845.00	101	4630404	19,845.00
7423879	D3585	SWENSON, ERIC MINH	MOAH-GAY SUMMER RICK FILM	500.00	101	4651251	500.00
7423880	08177	TEKWERKS	LMS-INTERNET CONN INSTALL	4,175.92	701	11BS019924	4,175.92
7423881	C5522	THOMSON REUTERS-WEST PMT CENT	FLIBRARY PLAN-11/21 12/21-INFORMATION CHARGES	30.28 921.34 951.62		4230301 4230301	30.28 921.34 951.62
7423882	D3099	TPX COMMUNICATIONS	01/22-TELEPHONE SVC	14,701.82	112	4315651	14,701.82
7423883	05185	TRAFFIC & PARKING CONTROL CO	RAPID FLASHER	3,822.82	203	4754460	3,822.82
7423884	08319	TRIPEPI SMITH & ASSOCIATES INC	12/21-SEE AND BE SEEN CAMPAIGN 12/21-MARKETING SUPPORT	702.50 4,687.50 5,390.00		4771301 4205301	702.50 4,687.50 5,390.00
7423885	D4202	U S BANK	ADMIN FEES-12/01/21-11/30/22 LANC FA 2016 ARB STREETLIGHTS	1,575.00	101	3501110	1,575.00
7423886	31009	UNIVERSAL ELECTRONIC ALARMS	MNTC YD-01/22-FIRE ALARM MNTC YD-01/22-SECURITY ALARM	27.00 27.00 54.00		4752301 4752301	27.00 27.00 54.00
7423887	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX COLD MIX COLD MIX	268.89 137.01 126.76 143.84 676.50	203 203	4752410 4752410 4752410 4752410	268.89 137.01 126.76 143.84 676.50
7423888	06099	A V RECYCLING CENTER	CLEAN-UP & VEGETATION REMOVAL 12/01-12/30/21	54,900.00	203	4752301	54,900.00
7423889	10561	BEAM GLOBAL	EV CHARGER INSTALL-BPTST CHRCH	91,779.65		4240771 11EE005924	16,595.94 75,183.71
7423890	04380	BOWE CONTRACTORS, INC	CDP 21-08 CITY HALL RENOVATION	91,779.65 2,502,373.38	101 150	11BS019924 11BS019924 2100003 11BS019924	91,779.65 33,882.03 643,758.49 (131,703.86) 97,821.83

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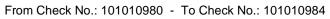
7423891 05	128 CLEANSTREET	12/21-MONTHLY STREET SWEEP	2,502,373.38	701	11BS019924	1,858,614.89
7423891 05 <sup>2</sup>	128 CLEANSTREET	12/21-MONTHLY STREET SWEEP	2,502,373.38			0.500.070.00
7423891 05 <sup>2</sup>	128 CLEANSTREET	12/21-MONTHLY STREET SWEEP				2,502,373.38
		12/21 MONTHET OTKEET OWEEL	46,331.94	203	4752450	25,945.89
				484	4752450	20,386.05
		12/21-MONTHLY HANDWORK/BK LNS	6,535.42	203	4752450	6,535.42
			52,867.36			52,867.36
7423892 A86	656 KIMLEY-HORN & ASSOCIATES INC	AVE K INTERCHANGE	14,279.75	210	15BR004924	5,685.00
				210	15BR004924	8,594.75
		AVE M INTERCHANGE	1,430.00	210	15BR005924	1,430.00
		AVENUE J INTERCHANGE	45,882.48	210	15BR007924	45,882.48
		AVE M PS&E	6,602.50	210	15BR005924	6,602.50
		AVE L PA & ED	19,585.00	210	15BR008924	19,585.00
			87,779.73			87,779.73
7423893 035	527 L A CO FIRE DEPT	FIRE IMPCT FEE-21/22 2ND QTR	81,844.26	101	2174000	86,014.31
				101	3501100	137.54
				101	3614100	(4,307.59)
			81,844.26			81,844.26
7423894 105	595 LOS ANGELES ENGINEERING	CP19002-10TH W/AVE J IMPR	521,882.50		2100003	(27,467.50)
				203	12ST039924	2,863.75
					12ST039924	54,411.25
				399	12ST039924	24,603.75
				399	12ST039924	467,471.25
			521,882.50			521,882.50
7423895 058	864 QUINN COMPANY	TIDE CREW SKID STEER	73,680.46	203	4753753	73,680.46
7423896 19	STRADLING,YOCCA,CARLSON,RAUTH	11/21-LEGAL SERVICES	115,035.69		4100303	29.30
					4100303	87.90
					4100303	234.40
					4100303	556.70
					4100303	586.00
					4100303	673.90
					4100303	807.00
				101	4100303	1,465.00
					4100303	2,285.40
				101	4100303	2,408.70
					4100303	3,223.00
				101	4100303	4,928.84
				101	4100303	7,500.00
				101	4100303	8,204.10
					4100303	11,393.71
				101	4100303	67,451.74
			445.005.00	113	4230303	3,200.00
			115,035.69			115,035.69

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7423897	10207	SULLY-MILLER CONTRACTING CO	CP21009-2021 SUMMER PVMT MGMT	1,165,624.49	150 2100003 701 12ST046924 701 12ST046924	(61,348.66) 61,348.66 1,165,624.49
				1,165,624.49	•	1,165,624.49
7423898	10329	US BANK NATIONAL ASSOC	CP21009-SULLY-M-ESCR-231397000	61,348.66	150 2100003	61,348.66
Chk Count	202	•	Check Report Total	10,423,463.59	:	



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101010980	08916	TENASKA POWER SERVICES CO	12/21-LCE CARBON FREE ENERGY	6,664.78	490 4250653	6,664.78
101010981	C9785	THE BANK OF NEW YORK MELLON	HUD SECTION 108 DEBT SRVC PMTS CDBG 2021 PRGRM YR	6,806.00	361 4342908	1,212.75
				·	361 4342908	1,212.75
					361 4342908	1,428.00
					361 4342908	1,442.00
					361 4342908	1,510.50
				6,806.00	-	6,806.00
101010982	A7515	U S BANK	DEBT SVC DUE 2/15/22	3,438,544.14	991 4240978	63,700.00
					991 4240978	187,983.17
					991 4240978	194,803.13
					991 4240978	841,993.03
					991 4240978	971,548.16
					991 4240978	1,178,516.65
				3,438,544.14	•	3,438,544.14
101010983	C9589	U S BANK CORP PAYMENT SYSTEMS	01/10/22-CALCARD STATEMENT	55,522.75	101 2601000	55,522.75
101010984	10877	MARINE TOYS FOR TOTS FOUNDTN	AV-PALMDALE VOL APPRECTN LUNCH	6,170.00	109 4100355	6,170.00
Chk Count	5		Check Report Tota	3,513,707.67		

## STAFF REPORT

City of Lancaster

CC 4

2/8/2022

JC

Date: February 8, 2022

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 – Economic Development

Subject: **Declaration of Surplus Land** 

#### **Recommendation:**

Adopt **Resolution No. 22-06**, declaring pursuant to Section 54221 of the Government Code that certain land owned by the City of Lancaster is surplus and not necessary for the City's use.

#### **Fiscal Impact:**

None.

#### **Background:**

The City of Lancaster owns a number of vacant parcels throughout the community, acquired for the purposes of economic development and affordable housing development. Staff has identified a number of parcels that will not be utilized for development projects implemented, owned, and/or operated by the City.

The vast majority of these parcels were acquired with the intent to ultimately sell them to private-sector developers who are ready and willing to develop them consistent with the City's vision for the community. Others are remainder parcels – that is, portions of properties that were previously sold and/or developed by the City for a specific project, wherein the size of the project was smaller than the total size of the parcel, thus leaving excess land.

In order to sell these properties as intended, the City must first go through the formal process of declaring them surplus, consistent with the Surplus Land Act. The proposed action would satisfy this requirement. Subsequently, a Notice of Availability will be sent to specified entities, who have 60 days to notify the City of their interest in the property. If any express interest, the City is required to engage in good faith negotiations for a period of 90 days. Following these steps, the City must provide the California Department of Housing and Community Development (HCD) with a notification detailing the Notice of Availability process. HCD will

have 30 days to review. Finally, at the end of this 30-day period, the City may lease or sell the property in question.

Notably, the proposed Declaration of Surplus Land does not authorize the lease or sale of the affected properties. Once the above process is complete, individual property transactions are required to come before the City Council for approval.

Comprehensive aerial maps and assessor's parcel maps for all affected properties are available for viewing in the City Clerk's office.

SY/sk

#### **Attachments:**

Resolution No. 22-06

Exhibit A: List of Surplus Properties

#### RESOLUTION NO. 22-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, DECLARING PURSUANT TO SECTION 54221 OF THE GOVERNMENT CODE THAT CERTAIN LAND OWNED BY THE CITY OF LANCASTER IS SURPLUS AND NOT NECESSARY FOR THE CITY'S USE

WHEREAS, the City of Lancaster ("City") owns in fee simple that certain real property listed in Exhibit "A" and incorporated herein ("Property"); and

WHEREAS, the Surplus Land Act (Cal. Gov't Code §§ 54220-54234) ("Act") establishes a specific process the City must follow to dispose of surplus land, which includes declaring the land is surplus, providing written notice to certain entities and negotiating in good faith with an interested entity that was entitled to such notice; and

WHEREAS, the Act defines "surplus land" as "[...] land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use" (Cal. Gov't Code § 54221(b)(1)); and

WHEREAS, City staff has evaluated the Property, determined it is not necessary for the City's use and recommended it be declared surplus land and disposed of pursuant to the Act for the reasons described in the accompanying staff report; and

WHEREAS, the City Council desires to declare that the Property is surplus land, is not necessary for the City's use and may be disposed of in accordance with the Act;

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

- Section 1. The foregoing recitals are true, correct and a substantive part of this Resolution. The accompanying staff report is incorporated herein and also a substantive part of this Resolution.
- Section 2. For the reasons described in the accompanying staff report, which constitute findings for purposes of this Resolution, the City Council hereby declares that the Property is not necessary for the City's use and is surplus land as defined in the Act.
- Section 3. The City Clerk is authorized and directed to prepare and transmit a notice of availability of the Property to the entities entitled to such notice, as and to the extent required by the Act.
- Section 4. The City Manager, or his or her designee, is authorized to do all things that he or she deems necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed. Such actions include, but are not limited to, negotiating in good faith in accordance with and subject to the requirements of the Act with any entities that timely submit a written notice of interest to purchase or lease the Property.

Section 5. The City C and enter it into the book of origin		y to the passage and adoption of this resolu	ıtion
PASSED, APPROVED and ADC	OPTED this 8th of	day of February, 2022, by the following vot	e:
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 CITY OF LANCASTER	) ) ss )		
CEF	RTIFICATION ( CITY CC	OF RESOLUTION DUNCIL	
I, hereby certify that this is a true a the original is on file in my office	, and correct copy e.	, City of Lancaster, CA of the original Resolution No. 22-06 for w	A, do hich
WITNESS MY HAND AND THI		E CITY OF LANCASTER, on this	, day
(seal)			

Exhibit A

Declaration of Surplus Land
2/8/2022

Jurisdiction Name	Jurisdiction Type	City	County	APN	Zoning	General Plan Designation	Acreage	Current Use	Notes
								Vacant	City signed an ENA with Resource
City of Lancaster	City	Lancaster	Los Angeles	3268-025-900*	RR-2.5	NU	19.24	Vacant	Renewable Energy on 3/23/21
								Drainage Basin	City entered into agreement with
City of Lancaster	City	Lancaster	Los Angeles	3114-011-901*	0	0	73.51	Di alliage basili	Laketricity for solar panel use
City of Lancaster	City	Lancaster	Los Angeles	3134-016-900	SP 08-01	С	0.172	Vacant	
City of Lancaster	City	Lancaster	Los Angeles	3131-013-900	ОР	ОР	0.139	Vacant	

## **STAFF REPORT**

City of Lancaster

CC 5

2/8/2022

JC

Date: February 8, 2022

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Approval of Amendment No. 2 of the Maintenance Yard Security Services

Agreement to Allikat, Inc., DBA ACME Asset Protection Services

#### **Recommendations:**

1. Approve Amendment No. 2 of the Maintenance Yard Security Services Agreement to Allikat, Inc., DBA ACME Asset Protection Services.

2. Authorize the City Manager, or his designee, to sign all documents.

#### **Fiscal Impact:**

\$186,048.00. Sufficient funds are available in account 203-4752-301 for the cost of services rendered in the current fiscal year. Services rendered in fiscal year 2022-2023 shall be budgeted from Gas Tax Fund 203 and Prop A Fund 207.

#### **Background:**

The initial agreement for the Maintenance Yard Security Services was signed on January 29, 2020, with the first amendment signed February 3, 2021. Due to an increased need in hours for onsite presence, this amendment increased the not-to-exceed amount from \$121,921.80 to \$186,048.00. Security services are used to patrol the parking lot and yard during off-work hours, and used to patrol during work hours in the parking lot only.

NJ:sm

#### **Attachment:**

Amendment No. 2 Agreement

#### AMENDMENT NO. 2 TO MAINTENANCE YARD SECURITY SERVICES AGREEMENT

This Amendment ("Amendment No, 2") is hereby entered into effective February 1, 2022 by and between the City of Lancaster, a Municipal Corporation, in the State of California, and ALLIKAT INC DBA. ACME ASSET PROTECTION SERVICES (CONTRACTOR) with respect to Exhibit "C" of the Amendment No. 1 dated January 27, 2021 and Agreement for Services between the parties dated January 30, 2020 ("Agreement").

The Parties agree as follows:

- 1. The term of the Agreement is extended to and including January 30, 2023.
- 2. Exhibit A to the Agreement is hereby deleted in its entirety and replaced with "Amendment One, Pricing Schedule Update," attached hereto as Exhibit "A".
- 3. Exhibit B to the Agreement is hereby deleted in its entirety and replaced with "Term and Payment Clause," attached hereto as Exhibit "B".
- 4. Sections 2.2.8.1 and 2.2.8.2 of the Scope of Work attached to the Agreement are hereby revised to read:

2.2.8.1 Monday – Thursday: 24 hours per day

2.2.8.2 Friday: 24 hours

5. All other terms and provisions of the Agreement and subsequent amendments are hereby reaffirmed.

CITY OF LANCASTER	CONTRACTOR ALLIKAT INC. DBA ACME ASSET PROTECTION SERVICES
Jason Caudle, City Manager	Michael Cheek, CEO
ATTEST:	
City Clerk	
APPROVED AS TO FORM:	
City Attorney	
CONTRACT SUBMISSION APPROVAL:	
Department Head	

# EXHIBIT "A"

# AMENDMENT 2, PRICING SCHEDULE UPDATE

# CITY OF LANCASTER MAINTENANCE YARD SECURITY

## PRICING SCHEDULE

In the event any mathematical discrepancies are found on this pricing form, the unit price shall govern. This pricing schedule is for calendar year 2022. This will be used as an estimate for contract year pricing.

Officer in Marked	Hourly Rate	Estimated Number	Total				
Vehicle Hourly Rates	-	of Hours					
Maintenance Yard							
Monday-Friday: 24	\$21	6,072	\$127,512				
Hours							
Saturday: 3:30 p.m.	\$21	790.50	\$16,600.50				
to 7 a.m.							
Sunday: 3:30 p.m. to	\$21	759.50	\$15,949.50				
7 a.m.							
Holidays: 24 Hours	\$31.50	288	\$9,072				
		Total	\$169,134				
Contingency \$16,914							
	Contract Not to Exceed \$186,048						

#### EXHIBIT "B"

#### TERM AND PAYMENT CLAUSE

Term. This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONTRACTOR. This Agreement shall continue in full force and effect for a period of one (1) year from the effective date of the Agreement (the "Term"), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the City and the CONTRACTOR may mutually agree in writing to extend the Term of this Agreement.

Payment. The City of Lancaster shall reimburse the CONTRACTOR for actual costs, including labor costs and employee benefits incurred by the CONTRACTOR in performance of the work, in an amount not to exceed \$186,048. Actual costs shall not exceed the estimated wage rates and other costs as set forth in this Agreement. Source documentation supporting billed costs must be submitted with invoice. CONTRACTOR shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed fee specified above. Any additional work will require a separate Authorization for CONTRACTOR Services signed by both parties.

# Exhibit "C"

# AMENDMENT NO. ONE TO MAINTENANCE YARD SECURITY SERVICES AGREEMENT

This Amendment ("Amendment No. One") is hereby entered into effective January 27, 2021 by and between the City of Lancaster, a Municipal Corporation, in the State of California, and ALLIKAT INC DBA. ACME ASSET PROTECTION SERVICES (CONTRACTOR) with respect to Exhibit "C" of the Agreement for Services between the parties dated January 30, 2020 ("Agreement").

The Parties agree as follows:

- 1. The term of the Agreement is extended to and including January 30, 2022.
- 2. "Amendment One, Pricing Schedule Update," attached hereto as Exhibit "A".
- 3. "Term and Payment Clause," attached hereto as Exhibit "B".
- 4. All other terms and provisions of the Agreement and subsequent amendments are hereby reaffirmed.

CITY OF LANCASTER

CONTRACTOR
ALLIKAT INC DBA. ACME
ASSET PROTECTION SERVICES

Jason Caudle Partingenadle, City Manager February 3, 2021   9:19:2	DS TN 5 AM PST	Ole og VA	oruary 2, 20	CEO 21   10:08:57 PM PS
ATTEST:				GN GN
Docusigned by:  Andrea Alexander  E37A8C8A94E5421	Andrea Alex	ander, City Clerk	ζ.	The Dis
Occusigned by:  Gracely Corson  032C592003B94CF	Allison E. I	Burns, Esq., City	Attorney	Insurance m7

## EXHIBIT A

## AMENDMENT ONE, PRICING SCHEDULE UPDATE

#### CITY OF LANCASTER MAINTENANCE YARD SECURITY

#### **PRICING SCHEDULE**

In the event any mathematical discrepancies are found on this pricing form, the unit price shall govern. This pricing schedule is for calendar year 2021. This will be used as an estimate for contract year pricing.

Officer In Marked Vehicle Hourly Rates			Estimated Number of	
Maintenance Yard	Hou	rly Rate	Hours	Total
Monday – Thursday: 5:30pm to 6:30am	\$	21.00	2,704	\$ 56,784.00
Friday: 5:30pm to 7:00am	\$	21.00	675	\$ 14,175.00
Saturday: 3:30pm to 7:00am	\$	21.00	775	\$ 16,275.00
Sunday: 3:30pm to 5:30am	\$	21.00	728	\$ 15,288.00
Holidays: All Day	\$	31.50	264	\$ 8,316.00
			Maintenance Yard Total	\$ 110,838.00
			Contingency	\$ 11,083.80
			Contract Not to Exceed	\$ 121,921.80

## EXHIBIT "B"

#### TERM AND PAYMENT CLAUSE

<u>Term.</u> This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONTRACTOR. This Agreement shall continue in full force and effect for a period of one (1) year from the effective date of the Agreement (the "Term"), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the City and the CONTRACTOR may mutually agree in writing to extend the Term of this Agreement.

Payment. The City of Lancaster shall reimburse the CONTRACTOR for actual costs, including labor costs and employee benefits incurred by the CONTRACTOR in performance of the work, in an amount not to exceed \$121,921.80. Actual costs shall not exceed the estimated wage rates and other costs as set forth in this Agreement. Source documentation supporting billed costs must be submitted with invoice. CONTRACTOR shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed fee specified above. Any additional work will require a separate Authorization for CONTRACTOR Services signed by both parties.

#### Exhibit C - Agreement for Services

#### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 29 day of January, 2020, by and between the CITY OF LANCASTER, a municipal corporation and charter city, ("City"), and ALLIKAT INC DBA. ACME ASSET PROTECTION SERVICES, a California Corporation ("Contractor") (collectively, sometimes referred to hereinafter as the "Parties").

#### RECITALS

WHEREAS, the City desires to engage Contractor to perform certain technical and professional services, as provided herein, identified as:

#### CITY OF LANCASTER MAINTENANCE YARD SECURITY (THE "SERVICES")

WHEREAS, the principal members of Contractor are qualified and duly registered/licensed under the laws of the State of California, and Contractor desires to accept such engagement;

NOW, THEREFORE, the parties agree as follows:

#### 1. Parties to the Agreement.

The parties to this Agreement are:

A. CITY:

City of Lancaster

B. CONTRACTOR:

Allikat Inc DBA. Acme Asset Protection Services

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

**CITY** 

City of Lancaster

Attn: Jason Caudle, City Manager

44933 North Fern Avenue Lancaster, California 93534

CONTRACTOR

Allikat Inc DBA. Acme Asset Protection Services

Attn: Michael Cheek, President 307 West Avenue I, Suite B Lancaster, CA 93534

3. <u>Successors and Assigns</u>. The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. <u>Description of Work</u>. The City hereby engages Contractor, and Contractor accepts such engagement, to perform the technical and professional services set forth in the "Scope of Work, Pricing Schedule, and Proposal," attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall perform and complete, in a manner satisfactory to the City, all work and services set forth in Exhibit "A." The City Manager or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the City Manager, or his designee.

#### Obligations of the City.

- A. The City shall pay Contractor an amount not to exceed \$115,225 for all work necessary to complete the Services, as described in the Scope of Work, Pricing Schedule, and Proposal. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, at the hourly rates set forth in Exhibit A.
- B. No payment made hereunder by the City to Contractor, other than the final payment, shall be construed as an acceptance by the City of any work or materials, nor as evidence of satisfactory performance by Contractor of its obligations under this Agreement.

#### 6. Obligations of the Contractor.

- A. Contractor shall perform as required by this Agreement and in accordance with the Scope of Work, Pricing Schedule, and Proposal set forth in Exhibit A.
- B. Contractor shall be responsible for payment of all employees' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- C. Contractor shall not subcontract any of the work required to perform the Services without the express prior written approval of the City.
- 7. <u>Hold Harmless and Indemnification</u>. Contractor agrees to indemnify and hold harmless the City, its elected officials, officers and employees, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney's fees, incurred to the extent arising out of or related to Contractor's negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Contractor agrees to defend the City, its officers and employees, using counsel of the City's choosing, from and against any and all claims covered by the indemnity in the preceding sentence.
- 8. <u>Amendments</u>. Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the City and Contractor.

#### 9. Non-Discrimination and Equal Employment Opportunity.

A. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Contractor will take affirmative action to ensure

that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

- B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Contractor for personnel to perform any services under this Agreement. The City shall have access to all documents, data and records of Contractor and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.
- 10. <u>Term; Effective Date</u>. This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the Contractor. This Agreement shall continue in full force and effect for twelve (12) months, unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and the Contractor may mutually agree in writing to extend the Term of this Agreement.

#### 11. Termination.

- A. For Convenience. The City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Contractor will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.
- B. For Cause. If Contractor fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, Contractor shall correct such failure within ten (10) days (or such longer period that the City may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, the City may immediately terminate the Agreement by written notice to Contractor.
- C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents (collectively, "documents") related to the Services shall become the City's property. Contractor shall provide all documents to the City that have not yet been within ten (10) calendar days after termination of the Agreement.
- 12. <u>Independent Contractor</u>. Contractor is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended.

#### 13. **Insurance**.

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

**Commercial General Liability** 

Each Occurrence \$1,000,000 Per Project General Aggregate \$2,000,000

Including Products/Completed Operations; Contractual Liability/Independent

Contractors; Property Damage

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

#### **Commercial Automobile Liability**

Combined Single Limit per Accident for

Bodily Injury and Property Damage \$1,000,000

(Coverage shall be at least as broad as ISO form CA00 01)

#### **Workers Compensation**

As Required by the State of California Statutory Limits

#### **Employers' Liability**

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

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

#### **Professional Liability**

	J		
Each Occurrence			\$1,000,000
General Aggregate			\$1,000,000

- B. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.
- C. Professional liability and/or cyber insurance written on a "claims made" basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Contractor for all claims made by the City insured entities arising out of any acts or omissions of Contractor or its officers, employees, or agents during the time this Agreement was in effect.
- D. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- E. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Contractor's insurance and shall not contribute with it.

- F. Contractor shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:
  - (1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.
  - (2) List in the "Descriptions of Operations/Locations/Vehicles" section: "CITY OF LANCASTER MAINTENANCE YARD SECURITY"

    The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."
  - (3) List in the "Certificate Holder" section: The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.
- 14. <u>Commencement and Completion of Work</u>. The Services to be provided by Contractor pursuant to this Agreement shall commence within 1 day after execution of this Agreement, and shall be completed no later than 365 days following commencement; provided however, that the Parties may agree to extend the time for completion upon mutual written agreement.
- 15. <u>Ownership of Documents</u>. All plans, specifications, reports, studies, maps and other documents prepared or obtained by Contractor in the course of performing the work and are required by this Agreement to be delivered to the City shall be the property of the City. Basic sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.
- 16. <u>Data Provided to Contractor</u>. City shall provide to Contractor, without charge, all data, including reports, records, maps and other information, now in the City's possession which may facilitate the timely performance of the work described in Exhibit A.

#### 17. Contractor's Warranties and Representations.

Contractor warrants and represents to City as follows:

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

- C. Contractor has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Contractor, and that if any such interest comes to the knowledge of Contractor at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.
- D. Upon the execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

#### 18. Resolution of Disputes.

- A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.
- B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

#### 19. Exhibits.

The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Work, Pricing Schedule, and Proposal

#### 20. Governing Law.

This Agreement shall be governed by the laws of the State of California.

# 21. Effective Date.

This Agreement shall become effective as of the date set forth below on which the last of the parties, whether City or Contractor, executes said Agreement.

[Signatures begin on next page.]

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

	CITY OF LANCASTER LANCASTER, CALIFORNIA
	By: Jason Caudle  By: Jason Caudle  By: Jason Gaudle, City Manager
	Dated: January 30, 2020   2:18:57 PM PST
	ALLIKAT INC DBA. ACME ASSET PROTECTION SERVICES
	By: Docusigned by:  Nichardo Gheek, CEO
	Dated: January 29, 2020   3:33:51 PM PST
ATTEST:	
Andrea Alexander, City Clerk	
APPROVED AS TO FORM:	
Docusigned by:  July Construction  Addisonator Burns, Esq., City Attorney	
CONTRACT SUBMISSION APPROVAL:	
HJ  Jeff Hogan, Director of Development Service	es

# **EXHIBIT A**

SCOPE OF WORK, PRICING SCHEDULE, AND PROPOSAL

#### **CITY OF LANCASTER MAINTENANCE YARD SECURITY**

#### **SCOPE OF WORK**

#### 1. BACKGROUND

1.1. The City of Lancaster is seeking unarmed security guard in marked vehicle services for the Maintenance Yard. Contractors must be able to provide all services as required per these specifications. It is expected that the presence of an appropriately uniformed security guard will serve as a visible deterrent and reduce the damage and loss of property within the parameters of the service location.

#### 2. **OBJECTIVES**

- 2.1. Contract The contractor will be required to execute a contract with the City, as well as meet insurance requirements as indicated by the City.
- 2.2. Site Specifications Maintenance Yard Patrol:
  - 2.2.1. Location: 615 West Avenue H, Lancaster, CA 93534
  - 2.2.2. Patrol exterior of the building, including all associated parking areas. Perform patrols at unscheduled, random times, by any method necessary to accomplish the task thoroughly, and efficiently.
  - 2.2.3. Check parking lot for suspicious vehicles and/or persons and record in daily log. Call the Sheriff if intervention is needed. Record license plate number for any "non-City Seal" vehicles remaining in the parking lot after 5:30 p.m. each shift.
  - 2.2.4. The Security Guard may stand at the door to observe people exiting the building after hours to ensure they get into their cars safely and leave. Upon request, guard shall escort people leaving to their cars
  - 2.2.5. Special attention should be paid to the recycling center as it is the most active site after hours.
  - 2.2.6. Check the pedestrian side gates and if they are unlocked then lock them.
  - 2.2.7. Question and check ID of anyone who enters the premises after normal working hours and record said entry on daily report document.
  - 2.2.8. Hours: The following hours are for use at the inception of this agreement, do not guarantee the actual hours of service that may be required throughout the full term of this agreement. The City will notify the Contractor of any changes/reductions to the contract
    - 2.2.8.1. Monday Thursday: 5:30pm to 6:30am
    - 2.2.8.2. Friday: 5:30pm to 7:00am

2.2.8.3. Saturday: 3:30pm to 7:00am

2.2.8.4. Sunday: 3:30pm to 5:30am

2.2.8.5. Holidays: All Day

#### 3. CONTRACTOR RESPONSIBILITIES

- 3.1. Reports: The contractor will be required to supply reports, upon request by City staff. The report should include, but is not limited to, the following items. Provide written record of any unusual activities observed within the building and surrounding property, on a "Field Incident Report." Record the time, type of activity and what action was taken (if any). All normal, routine activity by the guard(s) should be recorded, in "diary" form, on the "Daily Activity Log," and kept of file for one (1) year by the security services company. The report should include, but is not limited to, the following items;
  - 3.1.1. Log with arrival, breaks and leaving from assigned duty
  - 3.1.2. Precise reports of "abnormal" activities/interactions
  - 3.1.3. Any citizen or public concerns reported
  - 3.1.4. Safety issues
- 3.2. Patrol: A patrol schedule has determined by contractor and City:
  - 3.2.1. The assigned guard will perform a full patrol of the property once an hour.
  - 3.2.2. The patrol route will be varied and occur at different times in each hour.
  - 3.2.3. The assigned guard will use the TrackTik software to record the patrol.
- 3.3. Emergency/Accident/Incident Reporting:
  - 3.3.1. Notify the appropriate law enforcement agency immediately of any unlawful activity.
  - 3.3.2. Interface immediately with any law enforcement agency responding to the facility
  - 3.3.3. Notify the Security Contract Manager, and/or Site Manager.
  - 3.3.4. All guards will be REQUIRED to complete a separate accident or incident report and submit it to the Contract Manager.
  - 3.3.5. If appropriate, notify the police, paramedics, or other authorities and obtain a copy of their report and submit a legible copy, with the incident report, to the Contract Manager.

- 3.4. Disturbances: Any disturbance will be calmed, and, if needed, reported to the Sheriff's Department. Theft, vandalism, and any other criminal activity must be reported immediately to the Public Works Senior Manager. The City will provide the security services company a prioritized contact list, to be available at each guard post. Record all observed activities on a "Field Incident Report," and faxed to office numbers provided.
- 3.5. Replacement of Assigned Guards: If the City determines any employee is not qualified to perform the assigned work, not suitable for the assigned location, found guilty of improper conduct, or not performing to these contract specifications the City may require the immediate replacement of any such unacceptable employee. The following conditions that may require replacement include, but are not limited to:
  - 3.5.1. Sleeping on assignment
  - 3.5.2. Bringing children or others not on duty to a City assignment
  - 3.5.3. Tardiness
  - 3.5.4. No shows
  - 3.5.5. Absence form post during shift
  - 3.5.6. Inability or failure to represent the City or assist a citizen
  - 3.5.7. Usage of personal phone while on duty
  - 3.5.8. Loss or damage to City property while guard is on duty
- 3.6. Changes: All changes to routine service hours shall be requested by the City in writing. Such requests shall be provided to Contractor a minimum of five business days in advance. Contractor shall be paid for only those hours in which guard service is actually performed and as specifically requested by the City. When City Staff request continuation of hours/time 'on post', the approval can be received by phone. Contact the Public Works Senior Manager for these instances.
- 3.7. Training: Guards will be required to learn and perform the site-specific procedures.
- 3.8. Minimum Requirements for Guards: The City reserves the right to approve the placement and/or selection of guards for certain positions. All guards must present a professional appearance and demeanor. Contractor shall employ only competent, careful and orderly employees. Security guards will conduct themselves in a professional manner at all times.
- 3.9. Physical Requirements: All guards posted at City facilities must be in good physical condition and capable of performing all required duties and responding to emergency

- situations. Routine activities typically include foot patrol, climbing stairs, and accessing roof areas through roof panels and climbing ladders. Observation duties require good vision and hearing. MUST be able to lift 50 lbs minimum.
- 3.10. Uniforms: Uniforms are required. Uniform shall include shirt, pants, jacket, and shoes. Company logo shall be visible at all times. At City's discretion, appropriate uniforms may vary according to job site.
- 3.11. Supervision and Key Personnel: Contractor shall provide adequate supervision to ensure all work required is performed in accordance with these specifications. Contractor shall provide the Public Works Senior Manager with a list of responsible personnel who may be contacted by the City on a 24-hour per day and 7-day per week basis, in the event of an emergency or to respond to requests for additional services. The Contractor will update this list as changes occur.
- 3.12. Keys: In the event of a lost or stolen key, the contractor will be responsible for reimbursing the City for all costs, including rekeying all locks as required, and the replacement of all keys.
- 3.13. Billing: Invoices shall be sent no more than 30 days after security service work has been completed.
- 3.14. Services: Contractor agrees to provide all services requested, and shall have sufficient resources available to provide services laid out in this scope of work.
- 3.15. Liquidated Damages: The contractor agrees to provide an invoice credit to the City to cover any losses to City property proven to occur while the guard is on duty.
- 3.16. Staff: Contractor must use their own employees. No subcontractors or independent contractors are allowed to be used.
- 3.17. Security Vehicles: Contractor shall have adequate vehicles as required for all service.
  - 3.17.1. When in use, Contractor's vehicles are to be used, all vehicles are to display the company's logo, and the logo shall be readable from a distance of 50 feet.
  - 3.17.2. No personal vehicles allowed without adequate marking as noted above.
- 3.18. Communication: Contractor shall provide to each security guard a method of communication, such as: radios, cell phones, etc. Phones will NOT be provided by the City.
- 4. **DELIVERABLES** (including but not limited to)
  - 4.1. Electronic Patrol Equipment: The Contractor shall provide a complete electronic guard security personnel monitoring system which is able to track and monitor security personnel in real time indoors, and outdoors. It must combine GPS and RFID

- functionality, enabling security personnel to scan interior and exterior checkpoint tags, as well as facilitate real time location reports.
- 4.2. Reporting: Security firm is responsible for all written daily activity reports ("diary"), and incident reports related to criminal activity, hazardous conditions, citizen reports, specific incidents, etc. ("Field Incident Report") Security firm will provide copies of Field Incident Reports to the Public Works Senior Manager on the following workday basis, by emailing to the address provided. Contractor shall report any unlocked door or window in a written report, which is to be submitted to the Parks Representative at the end of each night via email.

# **CITY OF LANCASTER MAINTENANCE YARD SECURITY**

## **PRICING SCHEDULE**

Fill out this form completely and return it. In the event any mathematical discrepancies are found on this pricing form, the unit price shall govern.

This pricing schedule is for calendar year 2020. This will be used as an estimate for contract year pricing.

Hourly	Estimated Number of	Total
Rate	Hours	
\$20	2,626	\$52,520
\$20	675	\$13,500
\$20	790	\$15,810
\$20	714	\$14,280
\$30	288	\$8,640
	Maintenance Yard Total	\$104,750
	Additional Guard Services	\$10,475
	As Needed	
	Contract Not to Exceed	\$115,225
	\$20 \$20 \$20 \$20 \$20	Rate         Hours           \$20         2,626           \$20         675           \$20         790           \$20         714           \$30         288           Maintenance Yard Total           Additional Guard Services As Needed

# CITY OF LANCASTER MAINTENANCE YARD SECURITY CITY HOLIDAY LIST

- December 24, 2019 Christmas Eve
- December 25, 2019 Christmas Day
- December 31, 2019 New Year's Eve
- January 1, 2020 New Year's Day
- January 20, 2020 Martin Luther King Day
- February 17, 2020 Presidents' Day
- May 25, 2020 Memorial Day
- July 4, 2020 Independence Day
- September 7, 2020 Labor Day
- November 26, 2020 Thanksgiving Day
- November 27, 2020 Day after Thanksgiving
- December 24, 2020 Christmas Eve
- December 25, 2020 Christmas Day
- December 31, 2020 New Year's Eve
- January 1, 2021 New Year's Day

# **City Of Lancaster Maintenance Yard**



Proposal For Service 661-836-7377



# **ACME ASSET PROTECTION SERVICES**

Office: 307 West Avenue I Suite B PHONE: 661-836-7377 PPO120474

## PROPOSAL FOR SECURITY SERVICE

Date: 11/27/2019

To: Heather Andrews

RE: Proposal for Service City of Lancaster Maintenance Yard

ACME Asset Protection provides the following services:

Program Investment: Billed Monthly

See the attached Scope of work provided by client

**Program – Patrol: Supervisory checks of officers on post** 

# Agreements will include the following

24-hour emergency calls of service included in the above rates.

Emergency response during onsite officer's duty and when officers are not onsite will include two patrol hits per night after the officer leaves, supervisor checks on officers on site

ACME utilizes vehicle patrols that run 24 hours per day, seven days a week; we offer specialized services as well as standard patrol and or sentry officers. We will go above and beyond to correct any issues that you may have on your properties.

Daily reports of any activity on shift, all guards are proactive in dealing with any situation including addressing transient (Homeless) persons, all guards are supervised by patrol Supervisors and in radio contact with dispatch for backup assistance if the need should arise.

Court time, special events, and additional officers requested billed at the hourly rate. National holidays billed at time and one half. (This is standing Officer only) (Thanksgiving and Christmas)

#### PERSONNEL

ACME Asset Protection personnel undergo a complete pre-employment selection screening process. This consists of a written application, oral interview, and background check. This process ensures that we hire only the best-qualified and responsible personnel.

Each Officer has completed the "Powers to Arrest" examination required by the State of California. Additionally, each Officer continuously participates in training and education through a certified training instructor dealing with all aspects of any situation they encounter to maintain and update their qualifications, skills, and tactics. The training consists of but is not limited to: criminal law, report writing, public relations, arrest/search techniques, escalation and de-escalation of force, weapons safety, First Aid/CPR techniques, identification of sexual harassment, and fire safety control.

Numerous Officer within the company completed Security Academies, Police Academies, Administration of Justice courses, and Penal Code 832 (California's basic requirement to become a Peace Officer). ACME works very closely with law enforcement and has developed a good repour with them.

#### **SUPERVISION**

ACME Asset Protection is structured as a paramilitary organization, which utilizes a chain of command. The Operations Manager will negotiate all duty changes, consultations, and job-related interests with the client or designated property supervisor.

A post supervisor will be assigned to the property and will conduct random inspections of the post, and personnel. The supervisor will maintain all Site equipment and be responsible for the accuracy and completeness of submitted daily logs and reports. All logs and reports are reviewed by the Operations Manager, daily.

Company Owner/Managers conducting posts checks will be driving a company vehicle marked with the company name. The vehicle is equipped with two-way radio communication, a cellular telephone, a first aid kit, and spotlights.

## POLICIES AND PROCEDURES

ACME Asset Protection provides each employee with a company manual. The manual includes information relevant to company operations and contains policies and procedure in which each employee is required to learn and adhere to. ACME Asset Protection manual consists of the following:

#### Code of Ethics.

**Personnel Procedures:** Payroll, Attendance, Probation Period and Industrial Accidents.

Conduct and Regulations: Conduct and Regulations, Personal Appearance Standards, Public Relations and Sexual Harassment.

Uniforms: Regulations Governing Uniforms and Inspections.

**Weapons:** Escalation/De-escalation of Force Theory, Defensive Tactics, Chemical Irritant Control Device, Use of Firearms Policy, Firearms Qualification Requirements and Firearms Diagrams.

**Company Equipment:** Use of Company Vehicles, Radio Procedures, Radio Operating Instructions, Equipment Loss/Damage Reports and Vehicular Reports.

**Training Bulletins:** Criminal Law and Arrest Procedures, General Report Writing, Handling Mental/Drug Abuse, and Fire Safety/Control.

# **Community-Based Policing**

ACME Asset Protection is a pro-community involvement. We enjoy participation in neighborhood watch programs, community meetings, and special events. Our main interest is your interest, property, and wellbeing.

## Contract cancelation policy

If a cancelation of service is necessary, a Thirty (30) day notice will be required to be sent to Acme Asset Protection. All cancelation letters must be mailed to 307 West Avenue I suite B Lancaster Ca 93534

# TWENTY-FOUR (24) HOUR DISPATCH

ACME Asset Protection maintains a twenty-four-hour Dispatch. The company dispatch number will be made available to all employees. Employees are encouraged to call in emergencies, complaints, and crime in progress. The Security Officer will then be dispatched via a two-way radio to the call.

With the Security Officers having direct communications to the Dispatch Center, Police, Fire Dept, and Paramedics can be summoned immediately. Furthermore, the client can be notified of any incident or emergency on the protected property. The client may also call the dispatch center at any time to provide or receive information.

#### **PROGRAM INCENTIVE**

We have bilingual Officers to better serve our community.

Public Relations Patrols are unscheduled and random during the day. We feel it is important that the community is aware of our service day and night.

ACME Asset Protection will give priority to all clients should civil unrest or emergency conditions arise. The "priority" includes requests for additional work hours, officers, and equipment. All rates are guaranteed through previous or existing contracts.

Per the client's request, additional officers may be called into work at times other than their normal schedule.

Should you require additional information, please feel free to call at any time. We are ready and capable to meet your needs.

Michael Cheek

President

mcheek@acmeaps.com

Office 661-836-7377 Cell, 661-492-1763

Scope of Work

See Attached Scope Of Work

## STAFF REPORT

City of Lancaster

CC 6	
2/8/2022	
JC	

Date: February 8, 2022

To: Mayor Parris and City Council Members

From: Andrea Alexander, City Clerk

Subject: Resolution No. 22-07- 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 22-07**, 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. 22-07

#### **RESOLUTION NO. 22-07**

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. <u>Recitals</u>. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- Section 2. <u>Proclamation of Local Emergency</u>. 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. <u>Ratification of Governor's Proclamation of a State of Emergency</u>. 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 February 8, 2022.
- Section 4. <u>Remote Teleconference Meetings</u>. 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. <u>Effective Date of Resolution</u>. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) March 8, 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 8<sup>th</sup> day of February, 2022.

	Mayor	
ATTEST:		
City Clerk		