



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

Tuesday, February 22, 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 18, 2022
at the main entrance to the Lancaster City Hall
44933 Fern Avenue, Lancaster, CA 93534

LEGISLATIVE BODY

City Council/Successor Agency/Financing/Power/California Choice Energy Authority

Mayor/Chair R. Rex Parris

Vice Mayor/Vice Chair Marvin Crist

Council Member/Agency Director/Authority Darrell Dorris

Council Member/Agency Director/Authority Member Raj Malhi

Council Member/Agency Director/Authority Member Ken Mann

Lancaster Housing Authority

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 In person at Council Chamber:

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

o Virtual Platform [Zoom]:

➤ In response to Government Code section 54953(e), this meeting will also be conducted telephonically and video streamed live on Channel 28 and the City's website: <https://www.cityoflancasterca.org/our-city/departments-services/city-clerk/meetings-agendas-and-minutes/public-meetings-web-streaming>

➤ **PUBLIC COMMENTS ON AGENDIZED ITEMS MAY BE RECEIVED BY DIALING 1-877-853-5257 USING MEETING ID: 885 9510 2225# PASSWORD:677447#**

AGENDA ITEMS TO BE REMOVED

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

PUBLIC BUSINESS FROM THE FLOOR - AGENDIZED ITEMS

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

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: 885 9510 2225# 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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION

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.Appropriation of Funds for L Street Properties Acquisition

Recommendation:

1. Approve a Purchase and Sale Agreement for the purchase of an approximately 45.75-acre portion of APN 3128-004-023 for the appraised value of \$4.92 per square-foot.
2. Authorize the transfer of \$3,000,000.00 from Account No. 306-4999-101 to Account No. 101-3990-306, and appropriate the \$3,000,000.00 to Operating Account No. 101-4790-301.
3. Authorize the Executive Director or his designee to negotiate, finalize and execute all related documents.

Parkway Village represents significant potential to change the City of Lancaster for the better.

By ensuring site control over a key property in the heart of the project area, the City and Authority are taking a vital step toward ensuring that the housing, amenities, and quality-of-life features envisioned in Parkway Village come to fruition.

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/Housing/Financing/Power/California Choice Energy Authority Regular Meeting Minutes of February 8, 2022.
- CC 3.** Check Registers – January 23, 2022 through February 5, 2022

Recommendation(s):

Approve the Check and Wire Registers for January 23, 2022 through February 5, 2022 in the amount of \$6,557,092.70 as presented.

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

- CC 4.** Monthly Report of Investments – January 2022

Recommendation(s):

Accept and approve the January 2022 Monthly Report of Investments as submitted.

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

- CC 5.** Award of Bid – PWCP 21-014 for Pedestrian Gap Closure Improvements ATPL-5419(050) LACMTA Project ID#MM4501.05 and FTIP#LATP16S002

Recommendation(s):

Award PWCP 21-014 for Pedestrian Gap Closure Improvements ATPL-5419(050) LACMTA Project ID#MM4501.05 and FTIP#LATP16S002, to C.A. Rasmussen, Inc., of Valencia, California, in the amount of \$8,797,685.70 plus a 10% contingency, to construct proposed improvements to close the gap between existing improvements at 37 separate locations, presented in the Table below. Authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest, responsive, responsible bidder per California Public Code Section 22038 (b).

This project will close the gap in the non-motorized user transportation network with the construction of curb, gutter, sidewalk, and related improvements. Proposed improvements vary depending on location and include other improvements such as earthwork and grading, road excavation with street widening, construction/reconstruction of curb ramp, driveway, cross gutter, slough curb, parkway drain, ac pathway, ac dike, ac landing, utility adjustment, minor

drainage improvement/adjustment, vehicle detection upgrade, relocation of push buttons, minor signing, striping and marking and street lighting system. Where the improvements take place at unimproved intersections near schools, new pedestrian crosswalks and bulb-outs will be installed to shorten crossing distances and allow for safer street crossings.

- CC 6.** Task Order for Multi-Year Professional Services (Service Group Category 8 –Materials and Laboratory Testing) for Pedestrian Gap Closure Improvements ATPL-5419(050) LACMTA Project ID#MM4501.05 and FTIP#LATP16S002 (Reference PWCP 21-014)

Recommendation(s):

Approve Task Order No. 11 with Converse Consultants of Monrovia, California, in accordance with the Multi-Year Professional Services Agreement, Service Group Category (SGC) 8 - Materials and Laboratory Testing, to provide Quality Assurance Plan (QAP) and Materials Testing Services at 37 separate locations, presented in the Table below in support of construction for Pedestrian Gap Closure Improvements ATPL-5419(050) LACMTA Project ID#MM4501.05 and FTIP#LATP16S002 (Reference PWCP 21-014), in the amount of \$ 129,620.00 plus a 10% contingency. Authorize the City Manager, or his designee, to sign all documents.

This Task Order will include QAP and Materials Testing services in support of construction for Pedestrian Gap Closure Improvements ATPL-5419(050) LACMTA Project ID#MM4501.05 and FTIP#LATP16S002 (Reference PWCP 21-014). The Pedestrian Gap Closure Improvements project is part of a comprehensive effort by the City of Lancaster to promote active transportation by constructing proposed improvements to close the gap between existing improvements.

- CC 7.** Construction Award of Bid and Approval of Purchase of Iteris Video Detection Systems – PWCP 22-004 - 2022 Summer Pavement Management Program

Recommendation(s):

1. Award PWCP 22-004, 2022 Summer Pavement Management Program, to C.A. Rasmussen, Inc. of Valencia, California, in the amount of \$7,628,021.25 plus a 10% contingency, to repair and resurface approximately eleven and a half (11.5) lane-miles of streets, as part of the City's Pavement Management Program (PMP). Authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

2. Approve the purchase of five (5) Video Detection Systems from Iteris, Inc., in the amount of \$141,382.40.

3. Recognize \$250,000.00 of grant fund revenue from the State of California, Department of Resources Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program for Construction (CON) funds to Revenue Account Number 349-3301-102 and appropriate to Expenditure Account Number 349-12ST048-924.

The proposed project will be the ninth project funded, in part, with road bond funds in addition to Proposition C funds and CalRecycle funds. The proposed project will include approximately 11.5 lane-miles of roadway repair and rehabilitation in the following project areas: (1) Division Street from Avenue I to Avenue J and (2) 20th Street West from Avenue K to Avenue L.

CC 8. Approval of the Annual Report for the Downtown Lancaster Property and Business Improvement District

Recommendation(s):

Approve the Downtown Lancaster Property and Business Improvement District (PBID) Annual Report for 2021 submitted by The BLVD Association.

In July 2013, with the overwhelming support of more than 73% of downtown property owners, the Lancaster City Council established the Downtown Lancaster PBID. This marked the transition of The BLVD Association, an organization of downtown merchants founded in 1989, from a Parking and Business Improvement District (BID) which generated approximately \$25,000.00 annually for promotion of the downtown area to a Property and Business Improvement District (PBID) which generates more than \$300,000.00 annually.

CC 9. Approval of Amendment No. 1 of the Professional Services Agreement for Assessment District Administration and Support Services to Harris and Associates

Recommendation(s):

1. Approve Amendment No. 1 of the Professional Services Agreement to Harris and Associates.
2. Authorize the City Manager, or his designee, to sign all documents.

The initial professional services agreement for RFQ #699-18 Assessment District Administration and Support Services was signed on January 29, 2020, with the first amendment signed February 5, 2019. The contract was set to expire in three (3) years with the option for two (2) additional two-year periods. This amendment is to extend the contract for the first two-year period and will have a new expiration date of February 22, 2024.

CC 10. Task Order for Multi-Year Professional Services (Service Group Category 4 – Environmental Services) for Preparation of a Citywide Vehicle Miles Traveled (VMT) Mitigation Program and Associated Program Environmental Impact Report

Recommendation(s):

Approve award of Additional Authorization No. 2 to Michael Baker International to amend and increase the Professional Services Agreement in the amount of \$10,190.00 to continue the preparation of the Citywide Vehicle Miles Traveled (VMT) Mitigation Program and associated Program Environmental Impact Report (EIR). Authorize the City Manager, or his designee, to sign all documents.

The City of Lancaster adopted thresholds for vehicle miles traveled as required by Senate Bill 743 in July 2020. In order to facilitate the implementation of these thresholds, the City is proposing to adopt a Citywide VMT Program and EIR.

CC 11. Amending Classification Schedule and Terms & Conditions of Employment for Represented and Non-Represented Employees of the City

Recommendation(s):

1. Adopt **Resolution No. 22-08**, approving the Memorandum of Understanding between the City Lancaster and Teamster Local 911 from January 1, 2022 through June 30, 2026 and authorize the City Manager to execute the MOU.
2. Adopt **Resolution No. 22-09**, approving the Memorandum of Understanding between the City Lancaster and Lancaster Code Enforcement Association (LCEA) from January 1, 2022 through June 30, 2026 and authorize the City Manager to execute the MOU.
3. Adopt **Resolution No. 22-10**, amending Resolution 21-65, establishing a compensation schedule for various classifications of employees of the City of Lancaster.
4. Appropriate \$722,831.25 to COVID-19 Incentive.

Several meetings were held to discuss compensation and working conditions with City employees. As a result of those meetings the City arrived at a tentative agreement for a new (3.5) year Memorandum of Understanding with the Teamsters Local 911 and a new three (3.5) year Memorandum of Understanding with the Lancaster Code Enforcement Association; and an updated compensation schedule for regular and probationary employees.

NEW BUSINESS

- NB1.** Introduction of an Ordinance to Establish Requirements for State Bill 1383 Mandatory Organics Disposal Reduction

Recommendation:

Introduce **Ordinance No. 1088**, adding Chapter 13.18 to the Lancaster Municipal Code, consistent with Senate Bill 1383 involving short-lived climate pollutants for reducing organic waste in landfills.

Starting January 01, 2024, State law requires the City to take enforcement action against anyone not in compliance. The procedure is outlined in the proposed ordinance with State prescribed minimum violation amounts. In addition, between now and December 31, 2023, the City will be providing educational material to businesses and residents to gain compliance with this State requirement.

COUNCIL AGENDA

- CA1.** Discussion and consideration of approval to allocate funding to provide subsidies to Lancaster families for purchase of firearms to protect their homes.
- CA2.** Consideration of nomination and appointment of Cassandra Harvey as Vice Chair of the Planning Commission
- CA3.** Consideration of nomination and appointment of Giovanni Pope as Vice Chair of the Social Equity Commission.

COUNCIL REPORTS

CR1. Summary of the January 25, 2022, Board of Directors Meeting for the Antelope Valley Transit Authority (AVTA)

CR2. Report on the Activities of the Board of Directors Meeting for District No. 14 of the County Sanitation Districts of Los Angeles County

CR3. Council Reports

CALIFORNIA CHOICE ENERGY AUTHORITY

No action required at this time.

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

LANCASTER SUCCESSOR AGENCY

No action required at this time.

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

CITY CLERK/AGENCY/AUTHORITY SECRETARY ANNOUNCEMENT

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

This portion of the agenda allows an individual the opportunity to address the Legislative Bodies on any item ***NOT ON THE AGENDA*** regarding City/Agency/Authority business. 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***

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. 20STCV02556
10. Conference with Real Property Negotiators:
Property: APNs 3124-012-008&009
City negotiators: Mike Livingston, Allison Burns
Negotiating parties: Ann Hiramoto; Tina Yoke
Under negotiation: price and terms of payment
11. Manzo v. Beazer Homes Holdings, LLC et al., LASC Case No. 20AVCV00297
12. Hernandez v. County of Los Angeles, et al., LASC Case No. 20AVCV00318
13. Romines v. City of Lancaster, et al., LASC Case No. 20AVCV00345
14. Moujan v. City of Lancaster et al., LASC Case No. 20AVCV00205
15. Davis v. State of California, LASC Case No. 19AVCV00805
16. Lancaster v. Netflix, et al., LASC 21STCV01881

17. Butts v. Lancaster, LASC 21STCP00389
18. Lancaster v. Rives
19. Myesha Lopez, et al. v. County of Los Angeles, et al. CDCA Case No. 5:21-cv-00290-JGB(SHKx)
20. Ortiz v. Lancaster, LASC Case No. 21AVCV00001
21. Aijala v. Lancaster, LASC Case No. 21STCV07841
22. Gardner v. Dominoids, LASC Case No. 21AVCV00186
23. Evans v. Lancaster, LASC Case No. 21AVCV00145
24. Bojorquez v. Lancaster, LASC Case No. 20AVCV00894
25. Arkey v. Lancaster, LASC Case No.20AVCV00816
26. Perez v. Lancaster, LASC Case No. 20AVCV00589
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:

March 8, 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
2/22/2022
JC

Date: February 22, 2022

To: Chair Szeto and Authority Members

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

Subject: **Appropriation of Funds for L Street Properties Acquisition**

Recommendations:

1. Authorize the transfer of \$3,000,000.00 from Account No. 306-4999-101 to Account No. 101-3990-306, and appropriate the \$3,000,000.00 to Operating Account No. 101-4790-301.
2. Authorize the Executive Director or his designee to negotiate, finalize and execute all related documents.

Fiscal Impact:

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

Background:

On December 14, 2021, the City Council and Housing Authority approved the joint purchase of approximately 45.75 acres in the heart of the proposed Parkway Village master plan area. Designed to answer the community’s projected housing needs, Parkway Village is an approximately 400-acre infill opportunity located in the center of our City, adjacent to Sgt. Steve Owen Memorial Park and roughly bounded by Avenues K, Avenue L, 10th Street West and Sierra Highway. Through the master plan and associated development process, Parkway Village will be shaped into a vibrant mixed-use neighborhood that provides everything the top talent of today and tomorrow is looking for. These amenities include a wide variety of housing stock, from single-family homes to townhomes and apartments; walkability to shopping, dining, and entertainment; recreational opportunities such as green space and walking paths; and much more. Parkway Village would also feature the latest in smart city technology, designed to ensure optimal convenience, safety and connectivity.

The proposed action would appropriate \$3,000,000.00 from the Housing Authority's Low- and Moderate-Income Housing Asset (LMIHAF) for the Authority's share of the property purchase.

CD/sk

CC 2
02/22/2022
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, February 8, 2022

CALL TO ORDER

Vice Mayor Crist called the meeting of the Lancaster City Council/Successor Agency/Housing/Financing/Power/California Choice Energy Authority to order at 5:01 p.m.

ROLL CALL

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

On a motion by Council Member Mann and seconded by Council Member Malhi, the City Council excused Mayor/Chairman Parris from the City Council/Successor Agency/Financing/Power/California Choice Energy Authority meeting, by the following vote: 4-0-0-1; Ayes: Dorris, Malhi, Mann Crist; Noes: None; Abstain: None; Absent: Mayor/Chairman Parris

EXCUSED: Mayor/Chairman Parris

PRESENT: Housing Authority Members: Harvey, Malhi, Mann, Vice Chair Crist

ABSENT: Chair Szeto

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

PRESENTATIONS- Item continued at this time.

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

EMERGENCY DECLARATIONS

Deputy Mayor Dr. Troung presented the COVID-19 Situation Update and provided an update on the City of Lancaster Coronavirus COVID-19 Playbook.

Discussion among Council included mask mandate recommendations. Council also discussed rate of COVID infections among unvaccinated and those who haven't received a booster shot.

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

No comment at this time.

On a motion by Council Member Mann and seconded by Council Member Malhi, the City Council APPROVED item number ED 1 as comprised, by the following vote: 4-0-0-1; Ayes: Dorris, Malhi, Mann, Crist; Noes: None; Abstain: None; Absent: Parris

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.

HA CC 1. DECLARATION OF SURPLUS LAND (HOUSING AUTHORITY)

The City Clerk provided the procedure for public comment.

No public comment at this time.

City Council waived the staff report on this item.

On a motion by Housing Authority Member Mann and seconded by Housing Authority Member Malhi, the Lancaster Housing Authority adopted **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, by the following vote 4-0-0-1; Ayes: Harvey, Malhi, Mann, Crist; Noes: None; Abstain: None; Absent: Szeto.

SA CC 1. DECLARATION OF SURPLUS LAND (SUCCESSOR AGENCY)

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

No public comment at this time.

On a motion by Council Member Mann and seconded by Council Member Malhi, the City Council adopted **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, by the following vote: 4-0-0-1; Ayes: Dorris, Malhi, Mann, Crist; Noes: None; Abstain: None; Absent: Parris.

CONSENT CALENDAR

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

No public comment at this time.

On a motion by Council Member Mann and seconded by Council Member Malhi, the City Council APPROVED the Consent Calendar as comprised, by the following vote: 4-0-0-1; Ayes: Dorris, Malhi, Mann, Crist, Parris; Noes: None; Abstain: None; Absent: Parris.

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 25, 2022.

CC 3. CHECK REGISTERS

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

CC 4. DECLARATION OF SURPLUS LAND

Adopted **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.

CC 5. APPROVAL OF AMENDMENT NO. 2 OF THE MAINTENANCE YARD SECURITY SERVICES AGREEMENT TO ALLIKAT, INC., DBA ACME ASSET PROTECTION SERVICES

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

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

City Council approved **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.

CR 1. COUNCIL REPORTS

Council Member Dorris reported on the Southern California Association of Governments (SCAG) meeting to include funding from SCAG and a request to appropriate funds for North County. The report also included an update regarding transportation funding, safety of freeways, and housing production.

Vice Mayor Crist reported on the new state law requiring food waste recycling.

Discussion among Council included providing a presentation and an article to inform citizens regarding new state law requiring food waste recycling.

LANCASTER CHOICE ENERGY AUTHORITY

No action is required at this time.

LANCASTER FINANCING AUTHORITY

No action is required at this time.

LANCASTER POWER AUTHORITY

No action is required at this time

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

Jason Caudle, City Manager announced availability of COVID tests and vaccines. The City Manager also announced upcoming fun event on March 26, 2022. The City Manager also discussed upcoming events such as the Poppy Festival and Skytower Park renovations.

The City Manager provided a video recap of the bike giveaway.

CITY CLERK/AGENCY/AUTHORITY SECRETARY ANNOUNCEMENT

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

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

Addressing the Council at this time:

Fran Sereseres-spoke in opposition of waste management requirement to recycle food waste and the Planning Commission's expansion of cannabis manufacturing. Fran Sereseres also spoke in opposition of graffiti and increase in illegal activities.

COUNCIL/AUTHORITY COMMENTS

No comments at this time.

ADJOURNMENT

Vice Mayor Crist adjourned the meeting at 5:57 p.m.

PASSED, APPROVED and ADOPTED this 22nd day of February 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
CITY CLERK
AGENCY/AUTHORITY SECRETARY

R. REX PARRIS
MAYOR/CHAIRMAN

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

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

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

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

(seal)

STAFF REPORT
City of Lancaster

CC 3
02/22/22
JC

Date: February 22, 2022
To: Mayor Parris and City Council Members
From: George N. Harris II, Finance Director
Subject: **Check Registers – January 23, 2022 through February 5, 2022**

Recommendation:

Approve the Check and Wire Registers for January 23, 2022 through February 5, 2022 in the amount of \$6,557,092.70 as presented.

Fiscal Impact:

\$6,557,092.70 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.:	7423899-7424137	\$ 3,398,086.78
ACH/Wire Check Nos.:	101010985-101010988	\$ <u>3,159,005.92</u>
		\$ 6,557,092.70

Voided Check No.:	7423913
Voided ACH/Wire No.:	N/A

GH:sp

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

Attachments:

Check Register
ACH/Wire Register

City of Lancaster Check Register



From Check No.: 7423899 - To Check No.: 7424137
 From Check Date: 01/23/22 - To Check Date: 02/05/22

Printed: 2/2/2022 13:29

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7423899	C2060	CA WATER SERVICE COMPANY	12/10-01/14/22 WATER SVC	532.33	482 4636654	532.33
7423900	10447	CARAMEL BAKERY INC	SHOP MORE LANC-GFTCD-REIMB	600.00	101 4431307	600.00
7423901	D0775	CAUDLE, JASON	JC-PR DM-MONTEREY-2/2-2/4/22	185.00	101 4220256	185.00
7423902	D3337	COACH'S SPORTS BAR & GRILLE	SHOP MORE LANC-GFTCD-REIMB	1,120.00	101 4431307	1,120.00
7423903	D0983	CRAZY OTTO'S DINER #3	SHOP MORE LANC-GFTCD-REIMB	2,000.00	101 4431307	2,000.00
7423904	D1032	CRAZY OTTOS DINER	SHOP MORE LANC-GFTCD-REIMB	800.00	101 4431307	800.00
7423905	09542	DON SAL COCINA AND CANTINA	SHOP MORE LANC-GFTCD-REIMB	1,080.00	101 4431307	1,080.00
7423906	10344	EL CHILAQUIL	SHOP MORE LANC-GFTCD-REIMB	680.00	101 4431307	680.00
7423907	1296	L A CO CLERK-ENVIRO FILINGS	NOE-CP21018-TRFFC CLMG-ADDL	75.00	232 15TC003924	75.00
7423908	1215	L A CO WATERWORKS	11/04-01/19/22 WATER SVC	31,809.26	101 4620654 101 4631654 101 4633654 101 4651654 203 4636654 306 4300654 482 4636654	142.04 11,821.22 858.45 360.83 1,613.51 108.32 16,904.89
				31,809.26		31,809.26
7423909	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 2/2022	180.00	101 2171000	180.00
7423910	07086	LUCKY LUKE BREWING COMPANY	SHOP MORE LANC-GFTCD-REIMB	340.00	101 4431307	340.00
7423911	D4428	MERINO, ALEXUS V	AM-PR DM-MONTEREY-2/2-2/4/22	185.00	101 4220256	185.00
7423912	10377	NAYA REST INC DBA DENNY'S 7931	SHOP MORE LANC-GFTCD-REIMB	840.00	101 4431307	840.00
		VOID				
7423914	10218	ORGANIC THERAPY COMPANY	12/21-COMMUNICABLE DISEASE CON	5,000.00	101 4431301	5,000.00
7423915	1705	QUARTZ HILL WATER DISTRICT	11/30-12/31/21 WATER SVC	3,027.37	101 4620654 101 4620682 101 4634654 203 4636654 482 4636654	30.03 38.27 611.34 694.13 1,653.60
				3,027.37		3,027.37
7423916	10881	RIVAS, JONATHAN	JR-BOOT/PANT REIMBURSEMENT	325.75	203 4752220	300.00

City of Lancaster Check Register



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				325.75	484 4752220	25.75
						325.75
7423917	03154	SO CA EDISON	12/17-01/18/22 ELECTRIC SVC	36.50	483 4754660	36.50
7423918	03154	SO CA EDISON	12/09-01/18/22 ELECTRIC SVC	6,754.59	101 4620652	988.11
					101 4633652	4,151.18
					101 4636402	436.40
					203 4636652	12.13
					203 4754652	87.48
					482 4636652	192.80
					483 4754660	886.49
				6,754.59		6,754.59
7423919	05332	VINCE'S PASTA AND PIZZA WEST	SHOP MORE LANC-GFTCD-REIMB	1,340.00	101 4431307	1,340.00
7423920	06851	1800	SHOP MORE LANC-GFTCD-REIMB	480.00	101 4431307	480.00
7423921	03854	A V JANITORIAL SUPPLY	JRP-SANITIZER	363.83	101 4631406	363.83
7423922	08979	A V PEST CONTROL	OMP-PEST CONTROL SERVICE	190.00	101 4634301	190.00
			NSC-PEST CONTROL	185.00	101 4635301	185.00
			PDW-PEST CONTROL SERVICE	75.00	101 4634301	75.00
			OMP-PEST CONTROL SERVICE	190.00	101 4634301	190.00
				640.00		640.00
7423923	06099	A V RECYCLING CENTER	HOMELESS ENCAMPMENT CLEANUP 12/1-12/27/21	30,000.00	101 4800301	30,000.00
7423924	07489	ACCESSO SHOWARE	PAC-12/21-TICKET/DONATN SALES	2,743.05	112 4315302	2,743.05
7423925	C8745	ADVANCE ELECTRIC	LMS-INSTALL POWER/OUTLETS	9,450.00	701 11BS019924	9,450.00
7423926	00127	ALL GLASS & PLASTICS LLC	AVTA/OMP-REPLACE BROKEN WINDOW	269.33	207 4634402	269.33
7423927	D3517	AMERICASPRINTER.COM	MOAH ACTIVATION BOOKLETS(1000)	1,505.02	101 4653205	1,505.02
7423928	02693	ANDY GUMP, INC	OMP-FENCE RENTAL	33.51	101 4634602	33.51
			WCP-FENCE RENTAL	77.40	101 4631602	77.40
			HP-FENCE RENTAL	17.74	101 4634602	17.74
				128.65		128.65
7423929	04446	AUTO PROS	SMOG INSPECTION-EQ4357	45.00	111 4753207	45.00
			SMOG INSPECTION-EQ5653	45.00	111 4753207	45.00
			SMOG INSPECTION-EQ3989	45.00	111 4753207	45.00
				135.00		135.00
7423930	04151	AXES FIRE INC	FIRE CERTS(7)	114.50	111 4753207	114.50
7423931	D0879	B'S EMBROIDERY ETC, INC	EMBROIDERY	151.04	203 4754209	151.04
7423932	10710	BAM CREATIVE	ARCHITECTUAL SVCS	4,320.00	101 11BS037924	4,320.00

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7423933	07666	BEAZER HOMES HOLDING LLC	RELEASE MONUMENT SEC-TR-060858	14,850.00	101 2503001	14,850.00
7423934	10604	BICOASTAL PRODUCTIONS LLC	DEP-NATURALLY 7-2/12/22	6,000.00	101 4650318	6,000.00
7423935	08902	BUILDERS UNLIMITED CONSTRUCTRS	AHP-UNANTICIPATED-FENCE REPAIR	2,900.00	101 4630460	2,900.00
7423936	D0629	CA ASSOC OF CODE ENF OFFICERS	HMLSS WRKSHIP-2/28, 4/4-KCOLGRO WEBINAR-4/12/22-KERI COLGROVE	82.00 38.00 <u>120.00</u>	101 4245200 101 4245200	82.00 38.00 <u>120.00</u>
7423937	03475	CLARK AND HOWARD	TOW-EQ3832	187.50	111 4753207	187.50
7423938	C2185	CLARK PEST CONTROL	CH-ESSENTIAL CLEANING-COVID-19 CH-ESSENTIAL CLEANING-COVID-19 CH-ESSENTIAL CLEANING-COVID-19 CMTY CTR-COVID19-CLEAN/DSNFCT CMTY CTR-COVID19-CLEAN/DSNFCT CMTY CTR-COVID19-CLEAN/DSNFCT CH-ESSENTIAL CLEANING-COVID-19	880.00 880.00 880.00 400.00 400.00 400.00 880.00 <u>4,720.00</u>	101 4431301 101 4431301 101 4431301 101 4431301 101 4431301 101 4431301 101 4431301	880.00 880.00 880.00 400.00 400.00 400.00 880.00 <u>4,720.00</u>
7423939	08484	CONSOLIDATED ELECTRCL DIST INC	67512-ED23-1/2 MOG HPS WIRE-ALUM-XLP500(1000)	277.83 992.25 <u>1,270.08</u>	483 4754665 483 4754665	277.83 992.25 <u>1,270.08</u>
7423940	05830	CONVERSE CONSULTANTS	CP19002-10TH ST W & AVE J IMPR CP21008 REBID 2021 NBRHD IMPRV	5,097.50 8,757.50 <u>13,855.00</u>	203 12ST039924 701 15ST079924	5,097.50 8,757.50 <u>13,855.00</u>
7423941	04677	D C F SOILS	NSC-TOP SOIL	876.49	101 4635404	876.49
7423942	09256	DAVE BANG ASSOC, INC OF CALIF	OMP-REPLACEMENT PLAYGRND PARTS	1,919.57	101 4630753	1,919.57
7423943	00432	DEPT OF JUSTICE	12/21-FINGERPRINT APPS	2,432.00	101 4220301	2,432.00
7423944	A0925	DESERT HAVEN ENTERPRISES	LUC-COVID 19 CLEAN+DISINFECT	1,101.10	101 4431301	1,101.10
7423945	00414	DESERT LOCK COMPANY	MLS-INSTALL T-T2 WCP-VANDALISM-LOCK REPAIR CH-PM LOCKS(24) NSC-LOCK REPAIR	1,050.73 262.86 144.21 55.00 <u>1,512.80</u>	101 4633403 101 4630460 101 4633403 101 4635402	1,050.73 262.86 144.21 55.00 <u>1,512.80</u>
7423946	09191	DESIGNERS TOUCH LANDSCAPE INC	OMP-RPLC 2" REGULATOR	1,666.98	101 4634402	1,666.98
7423947	08329	E C S IMAGING INC	LASERFICHE RENEWAL	32,072.00	112 4315302	32,072.00
7423948	01048	ECONOLITE CONTROL PROD INC	AIR FILTER(160)	1,862.79	203 4754461	1,862.79
7423949	06533	ENNIS-FLINT, INC.	PAINT	203.96	203 4754454	203.96

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7423950	06857	ENTERTAINMENTMAX, INC	DEP-NAZARETH	1,750.00	101 4650318	1,750.00
7423951	D3240	FASTENAL COMPANY	PARCS-PARKS & FACILITIES	2,218.16	101 4631406	207.18
					101 4633404	114.74
					101 4635406	1,896.24
			FACEMASKS(250)	63.39	101 4431406	63.39
				<u>2,281.55</u>		<u>2,281.55</u>
7423952	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	47.79	101 4650212	47.79
7423953	08441	FRANKLIN TRUCK PARTS INC	CORE CHARGE-INV AV76591	(56.21)	111 4753207	(56.21)
			COOLANT RESERVOIR-EQ3769	144.11	111 4753207	144.11
			BLENDOR MOTOR YH1760-EQ3776	114.42	111 4753207	114.42
				<u>202.32</u>		<u>202.32</u>
7423954	C4848	GARRISON FAMILY MED. GROUP INC	COVID-19 TESTS 01/03-01/07/22	1,275.00	101 4431302	1,275.00
			COVID-19 TESTS 01/10-01/14/22	21,225.00	101 4431302	21,225.00
			COVID-19 TESTS 01/11-01/13/22	13,450.00	101 4431302	13,450.00
				<u>35,950.00</u>		<u>35,950.00</u>
7423955	05822	H & H AUTO PARTS WHOLESALE	BRAKES-EQ5661	282.91	111 4753207	282.91
			ALTERNATOR-EQ5501	371.18	111 4753207	371.18
			WIPER BLADES-EQ1746	10.21	111 4753207	10.21
				<u>664.30</u>		<u>664.30</u>
7423956	06058	HAYNES SALES	ROW PRESSURE WASHERS(2)	15,311.52	203 4752763	15,311.52
7423957	819	HERC RENTALS INC	LMS-20KW GENERATOR-12/12-1/11	1,071.89	101 4431295	1,071.89
7423958	C3714	HOLDEN & ARTS ASSOCIATES	DIGITAL PROGRAM-JACKED! ACCESS 2/14-2/25/22	2,000.00	101 4650318	2,000.00
7423959	07183	HOMEWOOD SUITES LANCASTER	MARSH, MEL-FOLIO 150557A	195.46	101 4653301	195.46
7423960	A8868	I B M CORPORATION	12/21-CLOUD PAY PER USE	360.84	101 4791301	360.84
7423961	07653	INBOUND DESIGN INC	WEB DESIGN/MAINT	325.00	490 4250301	325.00
7423962	10866	INSPECTOR PLAYGROUND	WCP-CPSI AUDIT, REPORT, CERT	3,340.00	101 4631402	3,340.00
7423963	A2594	INTERSTATE BATTERY SYS OF A V	BATTERY-EQ1515	51.66	111 4753207	51.66
			BATTERY-EQ5504	435.08	111 4753207	435.08
			BATTERY-EQ5501	134.03	111 4753207	134.03
				<u>620.77</u>		<u>620.77</u>
7423964	D4004	J P POOLS	TBP-SPLASH PAD SVC-JUNE	900.00	101 4631301	900.00
			AHP-FOUNTAIN SERVICE	350.00	101 4631301	350.00
			ESP-POOL CONSULT-JAN	1,350.00	101 4631301	1,350.00
			WPL-POOL CONSULT-JAN	1,000.00	101 4631301	1,000.00
			ESP-CHEMS/CHEM EQ	1,060.00	101 4631670	1,060.00
			WPL-CHEMS	360.00	101 4631670	360.00
			ESP-CHEMS	1,078.00	101 4631670	1,078.00

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				6,098.00		6,098.00
7423965	03366	JAS PACIFIC	PLAN REVIEW/INSPECTION SVCS	4,156.25	101 4793301	4,156.25
7423966	06103	JUDGE NETTING, INC	LMS-REINSTALL BACKSTOP NETTING	7,900.00	101 4632402	7,900.00
7423967	D1903	KERN MACHINERY INC-LANCASTER	HUB, BRAKE PADS, CALIPR-EQ5844	736.95	111 4753207	736.95
			SEAT, CYLINDER-EQ5837	619.16	111 4753207	619.16
				<u>1,356.11</u>		<u>1,356.11</u>
7423968	05301	KIMBALL MIDWEST	3/8X10 HAMMER BIT(3)	82.43	203 4754455	82.43
			FENDER WASHER(200)	105.84	203 4754455	105.84
			1/2X6" SCREW BOLT(93)	607.00	203 4754455	607.00
				<u>795.27</u>		<u>795.27</u>
7423969	A8656	KIMLEY-HORN & ASSOCIATES INC	AVE K INTERCHANGE	36,515.50	210 15BR004924	11,713.75
			AVENUE M INTERCHANGE	990.00	210 15BR004924	24,801.75
			AVENUE J INTERCHANGE	8,591.00	210 15BR005924	990.00
				<u>8,591.00</u>	210 15BR007924	<u>8,591.00</u>
				46,096.50		46,096.50
7423970	D0600	L A CO DEPT OF PUBLIC WORKS	R9LAN9158-CSR#269158-110TH W	688.67	203 4752410	688.67
7423971	1214	L A CO SHERIFF'S DEPT	11/21-SPECIAL EVENTS-HOLIDAY	730.38	101 4820355	658.00
			11/21-SPECIAL EVENTS-FOD	2,535.48	101 4820357	72.38
			11/21-SPCL INVESTIGATIONS	3,555.21	101 4820355	2,442.42
					101 4820357	93.06
					101 4820355	3,288.86
					101 4820357	266.35
				<u>6,821.07</u>		<u>6,821.07</u>
7423972	1203	LANCASTER PLUMBING SUPPLY	PBP-RESTROOM REPAIR	13.56	101 4631403	13.56
7423973	10162	LANDSCAPE CONNECTION GROUP	RESET 2 BOULDERS-MEDIAN L/40TH IRRIGATION	250.00	482 4636404	250.00
				<u>1,150.00</u>	203 4636404	<u>1,150.00</u>
				1,400.00		1,400.00
7423974	10283	LSY ENTERPRISE INC	CP20006-LANC HEALTH DISTRICT	4,270.00	203 15ST058924	4,270.00
7423975	10830	MARINA LANDSCAPE INC (ORANGE)	CP21023-2021 LANDSCAPE RSTRTN	23,275.00	150 2100003	(1,225.00)
					701 11ZZ005924	1,225.00
					701 11ZZ005924	<u>23,275.00</u>
				<u>23,275.00</u>		<u>23,275.00</u>
7423976	C3962	MEDRANOS MEXICAN RESTAURANT	SHOP MORE LANC-GFTCD-REIMB	1,660.00	101 4431307	1,660.00
7423977	06966	MICHAEL BAKER INT'L INC	CP13020-AVE G INTERCHANGE	1,666.00	210 15BR006924	1,666.00
7423978	D3578	MINUTEMAN PRESS	LCE-CALPINE PUSH NOTICES(302)	298.89	490 4250213	298.89
			LCE-CALPINE PUSH NOTICES(272)	260.72	490 4250213	260.72
				<u>559.61</u>		<u>559.61</u>

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7423979	01184	MONTE VISTA CAR WASH	CAR WASHES(10)	229.00	111 4753207	229.00
7423980	08562	NAPA AUTO PARTS	BRAKE PADS-EQ4360	178.04	111 4753207	178.04
			BRAKE ROTORS(2)-EQ3703	376.02	111 4753207	376.02
			BRAKE PADS-EQ5652	116.57	111 4753207	116.57
			BRAKE PADS-EQ5652	47.40	111 4753207	47.40
			CR-BRAKE PADS-EQ5652	(44.09)	111 4753207	(44.09)
			BRAKE PADS-EQ5652	47.40	111 4753207	47.40
			OIL FILTER-EQ6821	6.27	111 4753207	6.27
			PART #DA1670-GL WHIT(2)-EQ3783	18.28	111 4753207	18.28
			OIL FILTER-EQ7513	6.27	111 4753207	6.27
			OIL-EQ7513	48.42	111 4753207	48.42
			OIL FILTER-EQ5864	6.27	111 4753207	6.27
			OIL-EQ5864	42.37	111 4753207	42.37
			AIR FILTER-EQ5884	25.13	111 4753207	25.13
			SPARK PLUGS, AIR FLTR-EQ7766	48.66	111 4753207	48.66
			BRAKE PADS-EQ7766	47.40	111 4753207	47.40
			TRANSMISSION LINES-EQ7766	124.05	111 4753207	124.05
			OIL FILTER-EQ5668	6.27	111 4753207	6.27
			BRAKE PADS-EQ7766	35.27	111 4753207	35.27
			OIL FILTER-EQ7770	6.27	111 4753207	6.27
			CONNECTOR CLIPS-EQ7766	12.29	111 4753207	12.29
			CANISTER PURGE SOLENO-EQ2308	70.16	111 4753207	70.16
			OIL FILTER-EQ2308	6.27	111 4753207	6.27
			HEATER HOSE-EQ3769	16.86	111 4753207	16.86
			OIL-EQ7515	42.37	111 4753207	42.37
			OIL-EQ3001	42.37	111 4753207	42.37
			OIL FILTER-EQ7515	12.55	111 4753207	12.55
			OIL, FILTERS-EQ7614	91.06	111 4753207	91.06
			FILTERS-EQ7614	63.93	111 4753207	63.93
			STRBRT LIQ ELEC TAPE	11.01	111 4753207	11.01
			OIL-EQ3999	28.55	111 4753207	28.55
			LMP BOXED MINITURES-EQ7767	8.22	111 4753207	8.22
			BATTERY CLNR, CLAMPS	42.87	111 4753214	42.87
			HEAT GUN	143.31	111 4753208	143.31
			OIL-EQ7613	121.16	111 4753207	121.16
			BELT-FAN, ALTRN, AIR-EQ3828	79.10	111 4753207	79.10
			BRAKE PADS/RTRS, SHCKS-EQ2300	289.70	111 4753207	289.70
			CNTRL ARM/BALL JNT-EQ2300	151.86	111 4753207	151.86
				<u>2,375.91</u>		<u>2,375.91</u>
7423981	09464	NEXTRAQ LLC	11/21-GPS MONITORING	2,377.05	111 4753207	2,377.05
			12/21-GPS MONITORING	2,377.05	111 4753207	2,377.05
			01/22-GPS MONITORING	2,377.05	111 4753207	2,377.05
			02/22-GPS MONITORING	2,377.05	111 4753207	2,377.05
				<u>9,508.20</u>		<u>9,508.20</u>
7423982	C7808	OPSEC SPECIALIZED PROTECTION	LMS-SECURITY 01/10-01/16/22	3,328.00	101 4431295	3,328.00
7423983	06636	P & J ELECTRIC INC	OMP-TROUBLESHOOT ELEC ISSUE	695.88	101 4634402	695.88

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7423984	05509	P A R S	11/21-REP FEES	5,418.37	101 4220301	5,418.37
7423985	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 2/2022	634.69	101 2170200	634.69
7423986	08930	PAVEMENT ENGINEERING INC	CP22003-2022 SPRING PVMT MGMNT	10,028.75	701 12ST047924	10,028.75
7423987	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	500.00	101 4820301	500.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	500.00	101 4820301	500.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	1,968.00	101 4820301	1,968.00
				<u>2,968.00</u>		<u>2,968.00</u>
7423988	05499	PENSKE TRUCK LEASING CO LP	16FT SAG LIGHT HI CUBE	296.09	101 4653602	296.09
			16FT SAG LIGHT HICUBE	266.11	101 4653251	266.11
			16FT SAG LIGHT HICUBE	272.92	101 4653602	272.92
			12FT SAG LIGHT HICUBE	263.65	101 4653602	263.65
				<u>1,098.77</u>		<u>1,098.77</u>
7423989	10882	PERSON, ETTA	REFUND-TICKET ORDER #146156	37.00	101 3405104	37.00
7423990	05602	PETROLEUM EQUIPMENT CONST SRV	12/21-DESIGNATED OPERATOR INSP	260.00	111 4753402	260.00
7423991	08967	PIONEER ATHLETICS	OMP-FOUL LINE PAINT	1,989.31	101 4634404	1,989.31
7423992	06160	PRIME TIME PARTY RENTALS	WINTER CAMP BOUNCERS	1,800.00	101 4640251	1,800.00
7423993	07287	PRINTING BOSS	BUSINESS CARDS	312.01	101 4200206	65.05
					101 4754259	31.97
					111 4753259	128.99
					203 4754259	43.00
					483 4754212	43.00
			WCP-GRANT SIGNS(2)	99.23	101 4631404	99.23
				<u>411.24</u>		<u>411.24</u>
7423994	06087	PRIORITY AUTO GLASS	WINDSHIELD-EQ1746	182.69	111 4753207	182.69
7423995	06313	R C BECKER & SON, INC	CP21020 BLVD SATELLITE PARKING	7,619.00	150 2100003	(401.00)
					207 11AC011924	401.00
					207 11AC011924	7,619.00
				<u>7,619.00</u>		<u>7,619.00</u>
7423996	05412	RETAIL MARKETING SVCS, INC	12/21-SHOPPING CART RETRIEVAL	10.00	203 4752402	10.00
7423997	09874	RON TURLEY ASSOCIATES INC	ANN SAAS RENEWL 2/1/22-1/31/23	10,919.04	111 4753207	10,919.04
7423998	D3947	S G A CLEANING SERVICES	EQ5856-MATERIALS FOR REPAIRS	1,750.00	101 4631402	1,750.00
			OMP-VANDALISM-DRNKG FNTN RPR	385.00	101 4630460	385.00
			MP-DRINKING FOUNTAIN MAINT	480.00	101 4631402	480.00
			RDP-GRAFFITI REMOVAL	385.00	101 4630460	385.00
			PAC-COVID10-CLEAN/DISINFECT	975.00	101 4431301	975.00
			ESP-RESTROOM FAUCETS	765.00	101 4631670	765.00
			AHP-DOG PARK GATE/FENCE REPAIR	980.00	101 4631402	980.00

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			AHP-DOG PARK FENCE MAINT	560.00	101 4631402	560.00
			LMS-DRINKING FOUNTAIN DEMO	980.00	101 4632402	980.00
			OMP-CANOPY REMOVAL	985.00	101 4634402	985.00
			LMS-PLUMBING REPAIRS	985.00	101 4632402	985.00
			LMS-DRYWALL & PAINT	975.00	101 4632402	975.00
			LMS-COUNTER INSTALL	985.00	101 4632402	985.00
			LUC-FENCE VANDALISM	650.00	101 4630460	650.00
			MP-VANDALISM-RESTROOM REPAIR	585.00	101 4630460	585.00
			MP-VANDALISM-RESTROOM REPAIRS	980.00	101 4630460	980.00
			LMS-CLEAN/DISINFECT RESTROOMS	950.00	101 4431301	950.00
			LUC-FENCE REPAIRS	485.00	101 4633404	485.00
			WCP-VANDALISM-GRAFFITI REMOVAL	385.00	101 4630460	385.00
			WCP-PLAYGROUND SIGN	475.00	101 4631404	475.00
			JRP-VANDALISM-GRAFFITI REMOVAL	585.00	101 4630460	585.00
			AHP-VALVE REPAIRS	970.00	101 4631404	970.00
			JRP-VANDALISM-GRAFFITI REMOVAL	685.00	101 4630460	685.00
			SKT-IRRIGATION MATERIALS	739.00	101 4631404	739.00
			SKT-VANDALISM-LIGHT POLE RPR	365.00	101 4630460	365.00
			WCP-GRANT SIGN INSTALL	375.00	101 4631404	375.00
			AHP-DRINKING FOUNTAIN REPAIRS	975.00	101 4631404	975.00
			AHP-GROUND SUPPLIES	490.00	101 4631404	490.00
			MNTC YD-SANITIZE/DISINFECT	985.00	101 4431301	985.00
			WCP-PLAYGROUND SANITIZING	785.00	101 4631404	785.00
			WCP-VANDALISM-GRAFFITI REMOVAL	650.00	101 4630460	650.00
				<u>23,304.00</u>		<u>23,304.00</u>
7423999	03962	SAFETY KLEEN	HAZARDOUS WASTE	4,505.72	101 4754657	4,505.72
7424000	10876	SCHAEFER, STEVEN	REFUND-PARKING CIT #32030593	18.00	101 3310200	18.00
7424001	06664	SEA SUPPLY	JRP-TRASH PICKERS	297.94	101 4631406	297.94
7424002	09863	SELBERT PERKINS DESIGN (CA)	11/21-CITYWIDE PLACEMAKING	2,500.00	109 4600355	2,500.00
7424003	5210	SLATER PIANO SERVICE	PIANO TUNING	325.00	101 4650301	325.00
7424004	01816	SMITH PIPE & SUPPLY INC	BEST 15-15-15 TRIPLE PRO	1,854.67	482 4636408	1,854.67
7424005	10189	SPIRAL COMMERCIAL SVCS INC	12/21-FLIGHT SUPPORT	14,100.28	101 4820301	14,100.28
7424006	10714	SPRINGHILL SUITES BY MARRIOTT	PAC-MEYERS, D-FOLIO 76045	281.72	101 4650251	281.72
7424007	08067	SUNBELT CONTROLS INC	MOAH-HVAC CONTROLS UPDATES	1,900.00	101 4633403	1,900.00
7424008	C2554	SUPERIOR COURT OF CA-CO OF L A	12/21-ALLCTN OF PRKG PENALTIES	15,651.60	101 3310200	275.60
					101 3310200	1,417.50
					101 3310200	1,417.50
					101 3310200	1,417.50
					101 3310200	1,890.00
					101 3310200	2,835.00
					101 3310200	2,835.00
					101 3310200	3,563.50

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				15,651.60		15,651.60
7424009	10361	SWEET FROG PREMIUM FROZEN YOG SHOP MORE LANC-GFTCD-REIMB		440.00	101 4431307	440.00
7424010	A1393	TEAMSTERS LOCAL 911	01/22 UNION DUES	3,380.00	101 2157000	3,380.00
7424011	09665	TERRACARE ASSOCIATES, LLC	MATCHING LANDSCAPE	1,758.00	203 4636460	1,758.00
			IRRIG REPAIR-CHLGR WAY/JACKMAN	880.00	482 4636404	880.00
			REPAIRS-BUS CTR PKWY-ACCIDENT	495.00	203 4636460	495.00
			IRRIGATION REPAIR	150.00	101 4631404	150.00
			K-8 ACCIDENT CLEAN-UP	780.00	482 4636462	780.00
				<u>4,063.00</u>		<u>4,063.00</u>
7424012	1894	THE SIGN COMPANY	UPDATE COUNCIL CHAMBER LTRNG	4,233.80	109 4100355	4,233.80
7424013	2009	THE TIRE STORE	TIRES(4)-EQ7610	788.70	111 4753207	788.70
			TIRES(4)-EQ5721	612.30	111 4753207	612.30
			TIRES(2)-EQ4356	317.18	111 4753207	317.18
			TIRES(2)-EQ5630	284.10	111 4753207	284.10
			FLAT REPAIR-LIC 1515724	15.00	101 4800207	15.00
				<u>2,017.28</u>		<u>2,017.28</u>
7424014	C5522	THOMSON REUTERS-WEST PMT CENT	12/21-INFORMATION CHARGES	580.94	101 4820301	580.94
			12/21-INFORMATION CHARGES	1,012.00	101 4245301	1,012.00
				<u>1,592.94</u>		<u>1,592.94</u>
7424015	04239	TIM WELLS MOBILE TIRE SERVICE	FLAT REPAIR-EQ3766	130.00	111 4753207	130.00
			TIRE-EQ3850	1,609.50	111 4753207	1,609.50
			TIRES-EQ4337	305.00	111 4753207	305.00
			FLAT REPAIR-EQ3368	26.62	111 4753207	26.62
			REPAIR-EQ6504	20.00	111 4753207	20.00
				<u>2,091.12</u>		<u>2,091.12</u>
7424016	2003	TIP TOP ARBORISTS, INC	12/21-TREE TRIM, REMOVAL	14,080.00	203 4636267	14,080.00
			12/21-TREE TRIM	3,240.00	483 4636267	3,240.00
				<u>17,320.00</u>		<u>17,320.00</u>
7424017	10638	TITAN WATER TECHNOLOGY INC	01/22-CH-CHILLER SERVICE	569.25	101 4431301	569.25
7424018	C4011	UNITED RENTALS	KEY, HINGE-EQ3415	97.31	111 4753207	97.31
7424019	31009	UNIVERSAL ELECTRONIC ALARMS	CMTY CTR-FIRE ALARM-QUARTERLY	164.85	101 4633402	164.85
			CMTY CTR-SECURITY ALARM-QRTRLY	120.00	101 4633402	120.00
			NSC/W-SEC ALARM-QUARTERLY	111.00	101 4635301	111.00
			CDR ST-SECURITY ALARM	111.00	101 4633402	111.00
			NSC/W-FIRE ALARM-QUARTERLY	168.00	101 4635301	168.00
			PAC-FIRE ALARM-QUARTERLY	168.00	101 4633402	168.00
			MOAH-FIRE ALARM-QUARTERLY	81.00	101 4633402	81.00
			WH-SECURITY ALARM-QUARTERLY	81.00	101 4633402	81.00
			TBP-SEC ALARM-QUARTERLY	81.00	101 4631301	81.00
			STP-SECURITY ALARM-QUARTERLY	81.00	101 4631301	81.00
			NSC/E-SEC ALARM-QUARTERLY	81.00	101 4635301	81.00

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			MOAH-SECURITY ALARM-QUARTERLY	81.00	101 4633402	81.00
			CH-SEC & FIRE ALARM-QUARTERLY	81.00	101 4633402	81.00
			PAC-SECURITY ALARM-QUARTERLY	81.00	101 4633402	81.00
				<u>1,490.85</u>		<u>1,490.85</u>
7424020	06209	WAGEWORKS	01/22 FSA ADMIN FEES	523.93	101 2170213	523.93
			FSA RENEWAL FEE	80.00	101 2170213	80.00
				<u>603.93</u>		<u>603.93</u>
7424021	31026	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	2,163.56	101 4633406	2,163.56
			JANITORIAL SUPPLIES	143.24	101 4633406	143.24
			JANITORIAL SUPPLIES	<u>1,672.36</u>	101 4633406	<u>1,672.36</u>
				<u>3,979.16</u>		<u>3,979.16</u>
7424022	05093	WESTERN EQUIPMENT SERVICE CO	MLS-HEATERS P#102621.A	29,875.00	207 4633403	29,875.00
			AHP-HEATER SERVICE	701.30	101 4631403	701.30
			AHP-HEATER MOTOR	<u>1,999.00</u>	101 4631403	<u>1,999.00</u>
				<u>32,575.30</u>		<u>32,575.30</u>
7424023	10864	WINCO FOODS, LLC	SHOP MORE LANC-GFTCD-REIMB	5,400.00	101 4431307	5,400.00
7424024	09201	XEROX FINANCIAL SERVICES LLC	12/27-01/26/22 LEASE PAYMENT	770.85	101 4410254	770.85
7424025	04627	Z A P MANUFACTURING INC	GRAFFITI FILM	9,101.14	203 4754455	9,101.14
7424026	A7061	C A RASMUSSEN, INC	CP21010-2021 FALL PVMNT MGMT	124,626.70	150 2100003	(6,559.30)
					701 12ST045924	6,559.30
					701 12ST045924	<u>124,626.70</u>
				<u>124,626.70</u>		<u>124,626.70</u>
7424027	00781	GRANITE CONSTRUCTION CO.	CP21003-2020 SUMMER PVMNT MGMT	57,725.30	150 2100003	(3,038.17)
					701 12ST042924	3,038.17
					701 12ST042924	<u>57,725.30</u>
				<u>57,725.30</u>		<u>57,725.30</u>
7424028	04603	L A CO INTERNAL SERVICES	EGIS INFRASTRUCTURE SUPPORT	72,051.00	112 4315301	72,051.00
7424029	10190	MCKESSON MEDICAL-SURGICAL INC	TEST KIT-SARS ANTIGEN QUICKVU	6,975.02	101 4431295	1.22
					101 4431295	6,973.80
			TEST KIT-SARS ANTIGEN QUICKVU	9,444.90	101 4431295	1.21
					101 4431295	9,443.69
			TEST KIT-SOFIA FLU & SARS ANT	48,511.22	101 4431295	1.22
					101 4431295	<u>48,510.00</u>
				<u>64,931.14</u>		<u>64,931.14</u>
7424030	10886	BAKER, ALYSSA	REIMB DENTAL BENEFITS-NOV/DEC	249.28	101 2166140	244.94
					101 3601100	4.34
				<u>249.28</u>		<u>249.28</u>
7424031	08754	CA MUNICIPAL COMPLNCE CNSLTNTS	01/22-PS-CONSULTING SVCS	38,987.58	101 4800301	38,987.58
7424032	10447	CAMEL BAKERY INC	SHOP MORE LANC-GFTCD-REIMB	220.00	101 4431307	220.00

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7424033	D3337	COACH'S SPORTS BAR & GRILLE	SHOP MORE LANC-GFTCD-REIMB	520.00	101 4431307	520.00
7424034	D0983	CRAZY OTTO'S DINER #3	SHOP MORE LANC-GFTCD-REIMB	900.00	101 4431307	900.00
7424035	09542	DON SAL COCINA AND CANTINA	SHOP MORE LANC-GFTCD-REIMB	2,000.00	101 4431307	2,000.00
7424036	04987	FAIRCHILD, COLE	CF-BOOT/PANT REIMBURSEMENT	126.78	101 4635209	126.78
7424037	D0315	FREGOSO, PHYLLIS	02/22-STANDARD RETAINER	8,300.00	101 4600301	5,447.87
					101 4649225	2,852.13
				<u>8,300.00</u>		<u>8,300.00</u>
7424038	D4665	HARTANTO, LANY V	REIMBURSE-COMPUTER MONITORS(2)	197.08	112 4315302	197.08
7424039	1296	L A CO CLERK-ENVIRO FILINGS	NOE-CP23004-HSIP EDGELINE REFR	75.00	206 12TC005924	75.00
7424040	1215	L A CO WATERWORKS	11/16-01/19/22 WATER SVC	277.66	101 4633654	277.66
7424041	1215	L A CO WATERWORKS	11/16-01/26/22 WATER SVC	17,715.93	101 4620654	160.96
					101 4631654	2,638.53
					101 4632654	3,885.49
					101 4650654	529.63
					101 4800403	160.00
					203 4636654	2,303.56
					203 4752654	266.14
					306 4342654	906.18
					482 4636654	6,865.44
				<u>17,715.93</u>		<u>17,715.93</u>
7424042	D3151	LNCSTR MUSEUM/PUBLIC ART FNDTN LMPAF SALES/DONATNS-OCT-DEC 21		3,796.45	101 2102500	3,631.32
					101 2175001	306.83
					101 4643235	(82.63)
					101 4643235	(59.07)
				<u>3,796.45</u>		<u>3,796.45</u>
7424043	07086	LUCKY LUKE BREWING COMPANY	SHOP MORE LANC-GFTCD-REIMB	3,060.00	101 4431307	3,060.00
7424044	A2234	MARIE CALLENDARS	SHOP MORE LANC-GFTCD-REIMB	14,000.00	101 4431307	14,000.00
7424045	D1128	MAXDONS BAR & GRILL	SHOP MORE LANC-GFTCD-REIMB	2,240.00	101 4431307	2,240.00
7424046	D4292	MCCASLIN, CHRISTOPHER C	CM-BOOT/PANT REIMBURSEMENT	492.19	203 4754220	492.19
7424047	03154	SO CA EDISON	12/15-01/13/22 ELECTRIC SVC	93.34	483 4754660	93.34
7424048	03154	SO CA EDISON	12/15-01/21/22 ELECTRIC SVC	207.60	482 4636652	156.62
					484 4755652	50.98
				<u>207.60</u>		<u>207.60</u>
7424049	03154	SO CA EDISON	12/20-01/25/22 ELECTRIC SVC	13,097.53	101 4633652	3,952.68
					101 4634652	5,086.53

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					101 4650652	2,953.61
					101 4790902	695.74
					203 4636652	18.03
					483 4754660	390.94
				13,097.53		13,097.53
7424050	1907	SO CA GAS COMPANY	12/20-01/26/22 GAS SVC	27,121.02	101 4620655	2,012.72
					101 4631655	8,443.18
					101 4633655	14,555.04
					101 4634655	725.77
					101 4635655	1,207.60
					306 4792655	176.71
				27,121.02		27,121.02
7424051	C9385	U S POSTAL SERVICE	METER POSTAGE-P#192, 135-001 ELECTION MAILING	31,000.00	101 4210262	5,000.00
					101 4210262	26,000.00
				31,000.00		31,000.00
7424052	06294	A V WEB DESIGNS	PAC-01/22-MONTHLY HOSTING CHGS	99.95	101 4650301	99.95
7424053	C4724	ACTIVE NETWORK LLC	ACTIVENET RFNDS-PREFUNDING	498.00	101 2182001	498.00
7424054	05445	ADELMAN BROADCASTING, INC	KGBB-FM / RAY ON MY MIND	120.00	101 4650205	120.00
			KGBB-FM / RAY ON MY MIND	180.00	101 4650205	180.00
				300.00		300.00
7424055	08894	ADHERENCE COMPLIANCE INC	CANNABIS CONSULTING SERVICES	4,485.00	101 4230301	4,485.00
7424056	06352	AGILITY RECOVERY SOLUTIONS	01/22-READY SUITE	698.25	112 4315302	698.25
7424057	D3147	AMERICAN PLUMBING SERVICES,INC	1102 W H-5-TOILET REPAIRS(2)	231.42	101 4622682	231.42
			45740 KINGTREE-TOILET REPAIRS	249.06	101 4622682	249.06
			302 E J-12 CLEARED TUB STOPPAG	100.00	101 4622682	100.00
				580.48		580.48
7424058	02693	ANDY GUMP, INC	LMS-FENCE RNTL, INSTALL, RMVL 1/20-2/16/22	1,662.90	101 4431295	1,662.90
7424059	10808	ARELLANO ASSOCIATES, LLC	CLEAN AIR GRANT-CONSULTING SVC	15,628.38	101 4600308	15,628.38
7424060	C8172	B & H PHOTO VIDEO	STUDIO 606 EQUIPMENT	20,797.59	101 4651251	1,743.29
					101 4651251	19,054.30
				20,797.59		20,797.59
7424061	C4358	BEST BEST & KRIEGER LLP	LEGAL SVCS THRU 12/31/21	66.00	306 4240301	66.00
7424062	10879	BIRRIA SUPERIOR	SHOP MORE LANC-GFTCD-REIMB	1,160.00	101 4431307	1,160.00
7424063	D0629	CA ASSOC OF CODE ENF OFFICERS	WEBINAR-MIKE KATZ-03/08/22	25.00	101 4245200	25.00
			WEBINAR-MIKE KATZ-03/03/22	38.00	101 4245200	38.00
			WEBINAR-MIKE KATZ-03/15/22	32.00	101 4245200	32.00
			WEBINAR-MIKE KATZ-04/12/22	38.00	101 4245200	38.00
			WEBINAR-MIKE KATZ-05/10/22	38.00	101 4245200	38.00

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			WEBINAR-MIKE KATZ-06/07/22	25.00	101 4245200	25.00
			WEBINAR-MIKE KATZ-08/17/22	38.00	101 4245200	38.00
				<u>234.00</u>		<u>234.00</u>
7424064	C0914	CAMPBELL II, EDWARD LEE	01/22-SPORTS OFFICIAL	138.00	101 4641308	138.00
7424065	04636	CAYENTA/N HARRIS COMPUTER CORP	02/22-CMS	5,458.00	112 4315302	5,458.00
7424066	00794	CORRALES, RUDY	01/22-SPORTS OFFICIAL	276.00	101 4641308	276.00
7424067	00414	DESERT LOCK COMPANY	CH-KEYS	9.65	101 4633403	9.65
			CDR CTR-REMOVE/REPLACE LOCKS	955.84	101 4633403	955.84
			MLS-KEYPAD STYLE LOCK INSTALL	1,050.72	101 4633403	1,050.72
			CH-REMOVE/REPLACE LOCKS	153.66	101 4633403	153.66
				<u>2,169.87</u>		<u>2,169.87</u>
7424068	05473	DEWEY PEST CONTROL	MNTC YD-01/22-PEST CONTROL	137.00	203 4752301	137.00
			PAC-01/22-PEST CONTROL	50.00	101 4650301	50.00
			LUC-01/22-PEST CONTROL	75.00	101 4633301	75.00
			CDR-01/22-PEST CONTROL	50.00	101 4633301	50.00
			MOAH-01/22-PEST CONTROL	110.00	101 4653301	110.00
			CMTY CTR-01/22-PEST CONTROL	120.00	101 4633301	120.00
			BP-01/22-PEST CONTROL	95.00	101 4636301	95.00
				<u>637.00</u>		<u>637.00</u>
7424069	05665	EGGERTH, DARRELL	01/22-SPORTS OFFICIAL	161.00	101 4641308	161.00
7424070	06857	ENTERTAINMENTMAX, INC	BOOKING AGNT COMM-RAY ON MIND	1,000.00	101 4650301	1,000.00
7424071	D2427	ENVIRONMENTAL SOUND SOLUTIONS	11/21-MUSIC SERVICE	65.00	101 4633301	65.00
			12/21-MUSIC SERVICE	65.00	101 4633301	65.00
				<u>130.00</u>		<u>130.00</u>
7424072	C9406	ESTES, MAURICE	01/22-SPORTS OFFICIAL	138.00	101 4641308	138.00
7424073	D3240	FASTENAL COMPANY	HR SUPPLIES	256.84	101 4431250	256.84
7424074	10659	FISCHER COMPLIANCE LLC	SSMP AUDIT PREP-2020-2022	9,625.00	480 4755301	9,625.00
7424075	D1793	FISH WINDOW CLEANING	PAC-WINDOW CLEANING	236.00	101 4650403	236.00
			CMTY CTR-WINDOW CLEANING	358.00	101 4620301	358.00
				<u>594.00</u>		<u>594.00</u>
7424076	02585	HARRELL, BARON	01/22-SPORTS OFFICIAL	506.00	101 4641308	506.00
7424077	10883	HUDSON, DELTA	REFUND-AFTERSCHOOL PRGRM-#8350 MARCUS HUDSON	100.00	101 2182001	100.00
7424078	10778	INFINITY TECHNOLOGIES	12/21-GIS SUPPORT	4,997.50	112 4315302	4,997.50
7424079	09369	INTERWEST CONSULTING GROUP INC	12/21-GIS SUPPORT	325.00	112 4315302	325.00
7424080	03366	JAS PACIFIC	PLAN REVIEW/INSPECTION SVCS	10,823.30	101 4793301	10,823.30

City of Lancaster Check Register



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From Check Date: 01/23/22 - To Check Date: 02/05/22

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7424081	A8656	KIMLEY-HORN & ASSOCIATES INC	LANCASTER LRSP	5,791.50	349 4771301	5,791.50
7424082	10609	LDM ASSOCIATES INC	12/21-CDBG ADMINISTRATION	4,761.50	361 4342301	4,761.50
7424083	D1736	LEVEL 3 COMMUNICATIONS LLC	01/22-INTERNET/DATA	3,744.32	112 4315651	3,744.32
7424084	04351	LYN GRAFIX	BATTING CAGE CARDS(500)	600.10	101 4641251	600.10
7424085	09417	MALDONADO, ARIEL	01/22-SPORTS OFFICIAL	368.00	101 4641308	368.00
7424086	10190	MCKESSON MEDICAL-SURGICAL INC	N95 MASKS	122.46	101 4431295	1.49
			N95 MASKS	60.48	101 4431295	120.97
			N-95 MASKS	90.72	101 4431295	60.48
				<u>273.66</u>		<u>90.72</u>
						273.66
7424087	08976	MERIDIAN CONSULTANTS LLC	HEALTH DISTRICT MASTER PLN EIR	875.00	206 15ST058924	875.00
7424088	06966	MICHAEL BAKER INT'L INC	AGMT RFQ 694-18/PROJECT 184421	12,414.75	101 4770316	12,414.75
7424089	D3578	MINUTEMAN PRESS	LMS-SIGNAGE	1,599.73	101 3431003	1,599.73
7424090	C8147	MOORE IACOFANO GOLTSMAN, INC	12/21-PROFESSIONAL SVCS	3,611.25	101 4770301	435.00
					349 4770770	<u>3,176.25</u>
				<u>3,611.25</u>		3,611.25
7424091	10431	ONYX ARCHITECTS, INC	LMS-PROF SVCS-ENDING 12/24/21	11,396.00	101 4600301	11,396.00
7424092	C7808	OPSEC SPECIALIZED PROTECTION	LMS SECURITY-1/17-1/23/22	2,912.00	101 4431301	2,912.00
			JRP-OVERNIGHT SECURITY	1,040.00	101 4630460	1,040.00
				<u>3,952.00</u>		<u>3,952.00</u>
7424093	05741	P P G ARCHITECTURAL FINISHES	PAINT SUPPLIES	21.43	203 4752502	21.43
			PAINT SUPPLIES	21.43	203 4752502	21.43
				<u>42.86</u>		<u>42.86</u>
7424094	06984	PACIFIC DESIGN & INTEGRATION	01/22-BROADCAST MANAGER SVC	5,450.00	112 4315301	5,450.00
7424095	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	5,500.00	101 4820301	5,500.00
7424096	07287	PRINTING BOSS	REPLACEMENT BANNERS(4)	332.96	109 4100355	332.96
7424097	05884	PSOMAS	RFQ694-18, CAT 4	8,877.50	101 2185918	8,877.50
7424098	06607	PUMPMAN LLC	07/21-06/22 PUMP MTNC	2,129.00	480 4755402	2,129.00
			07/21-06/22 PUMP MTNC	2,129.00	480 4755402	2,129.00
				<u>4,258.00</u>		<u>4,258.00</u>
7424099	09276	PURE OASIS WATER INC	CASE WATER 24CT(420)	2,814.00	101 4431295	2,814.00
7424100	07126	QUADIENT LEASING USA INC	02/01-04/30/21 LEASE PAYMENT POSTAGE MACHINE	472.01	101 4600211	472.01

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			05/01-07/31/21 LEASE PAYMENT POSTAGE MACHINE	472.01	101 4600211	472.01
			08/01-10/31/21 LEASE PAYMENT POSTAGE MACHINE	472.01	101 4600211	472.01
			11/01-01/31/22 LEASE PAYMENT POSTAGE MACHINE	472.01	101 4600211	472.01
				<u>1,888.04</u>		<u>1,888.04</u>
7424101	A9382	R H A LANDSCAPE ARCHITECTS	PARKS IMPROVEMENT PLAN	1,035.00	104 4631402	1,035.00
7424102	06712	RICE, BRIAN S.	01/22-SPORTS OFFICIAL	207.00	101 4641308	207.00
7424103	10547	RIGGS & RIGGS, INC	APPRAISAL-CONDEMNATION 21-02	5,000.00	101 2176001	5,000.00
7424104	1835	ROUND TABLE PIZZA	SHOP MORE LANC-GFTCD-REIMB	4,100.00	101 4431307	4,100.00
7424105	D3947	S G A CLEANING SERVICES	LMS-DRINKING FOUNTAIN INSTALL	890.00	101 4632402	890.00
			44381 STANRIDGE-CARPET CLEAN	285.00	101 4622682	285.00
			43745 12TH ST-RPR LAUNDRY HKUP	370.00	101 4622682	370.00
			302 E AVE J12-CARPET CLEANING	220.00	101 4622682	220.00
			43745 12TH ST-SIGN REMOVAL	320.00	101 4622682	320.00
			45534 GADSDEN-OUTLET REPLACED	245.00	101 4622682	245.00
			45740 KINGTR-INSTL GRBG DSPSL	585.00	101 4622682	585.00
			43028 GUYMAN-SHELVING RPR	675.00	101 4622682	675.00
			ZELDAS-KITCHEN LIGHTS	790.00	101 4650403	790.00
			PAC-CONSESSIONS LIGHTING	745.00	101 4650403	745.00
			BLVD-XMAS END-CAP BOXES	950.00	101 4649565	950.00
			BLVD-XMAS BOXES & STORAGE RPR	385.00	101 4649225	385.00
			MNTC YD-SANITIZE/DISINFECT	985.00	101 4431301	985.00
				<u>7,445.00</u>		<u>7,445.00</u>
7424106	C3064	SANTOS, RENALDO	01/22-SPORTS OFFICIAL	713.00	101 4641308	713.00
7424107	09863	SELBERT PERKINS DESIGN (CA)	12/21-CITYWIDE PLACEMAKING	3,780.00	109 4600355	3,780.00
			12/21-AUTO MALL SIGNAGE	4,000.00	101 4790355	4,000.00
				<u>7,780.00</u>		<u>7,780.00</u>
7424108	06174	SHAWNS PAINTING	ZELDAS-PAINTING	1,600.00	101 4650403	1,600.00
7424109	10646	SHRM	SHRM ANN CONF/EXPO 2022 REG(6)	8,424.00	101 4220256	8,424.00
7424110	01816	SMITH PIPE & SUPPLY INC	IRRIGATION SUPPLIES	1,981.72	101 4633404	1,981.72
7424111	06429	STANTEC CONSULTING SRVCS INC	CP22005-DRAINAGE IMPROVEMENT	1,387.50	220 17SD029924	1,387.50
7424112	05703	SUPERIOR ALARM SYSTEMS	01/22-MONTHLY ALARM MONITORING	45.00	101 4633301	45.00
7424113	10878	TACOS EL SUPERIOR	SHOP MORE LANC-GFTCD-REIMB	2,220.00	101 4431307	2,220.00
7424114	08177	TEKWERKS	02/22-REMOTE MONITORING	1,995.00	112 4315302	1,995.00
7424115	09316	TEKWERKS INTERNET	02/22-INTERNET/FIBER SVC	4,330.69	112 4315651	4,330.69
7424116	D2568	TESLA, INC	CH-12/21(34,791.36 KWH)	3,479.14	101 4633652	3,479.14
			MTNC YD-12/21(23,145.12 KWH)	2,314.51	101 4633652	2,314.51

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			OMP-12/21(7,340.34 KWH)	734.03	101 4634652	734.03
			PAC-12/21(15,216.24 KWH)	1,521.62	101 4650652	1,521.62
			LMS-12/21(21,441.76 KWH)	2,144.18	101 4632652	2,144.18
				<u>10,193.48</u>		<u>10,193.48</u>
7424117	2003	TIP TOP ARBORISTS, INC	12/21-TREE TRIM/REMOVAL	15,405.00	101 4634267	15,405.00
7424118	02977	TURBO DATA SYSTEMS INC	12/21-ADMIN CITATIONS	6,771.85	101 4245301	6,771.85
7424119	D3265	ULINE	SECURITY CART	1,423.70	101 4431753	1,423.70
7424120	03641	UNITED REFRIGERATION	H/W MED STAT GUARD CLEAR	34.30	101 4650403	34.30
7424121	05551	UNITED SITE SRVCS OF CA,SO DIV	FENCE RENTAL-12/24-1/20/22	61.74	101 4633301	61.74
7424122	09590	VIVINT INC	PS-SMRT HME SVC-01/25-02/24/22	73.53	101 4820301	73.53
7424123	C5428	VOLTZ COMMERCIAL REALTY ADVSRS	APPRAISAL REPORTS	3,000.00	101 4790301	3,000.00
7424124	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	130.17	203 4752410	130.17
			COLD MIX	274.01	203 4752410	274.01
			ASPHALT	767.27	203 4752410	767.27
			COLD MIX	136.15	203 4752410	136.15
			COLD MIX	153.23	203 4752410	153.23
			COLD MIX	137.86	203 4752410	137.86
				<u>1,598.69</u>		<u>1,598.69</u>
7424125	10735	WARD, KEVIN	DEP-VIDEOGRAPHR SVCS-GOODSTOCK	5,000.00	101 4649575	5,000.00
7424126	31026	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	471.21	101 4633406	471.21
7424127	10864	WINCO FOODS, LLC	SHOP MORE LANC-GFTCD-REIMB	9,140.00	101 4431307	9,140.00
7424128	D3242	ZIMMER, DANIEL	01/22-SPORTS OFFICIAL	391.00	101 4641308	391.00
7424129	04380	BOWE CONTRACTORS, INC	CDP 21-08 CITY HALL RENOVATION	118,796.27	150 2100003	(6,252.44)
					701 11BS019924	6,252.44
					701 11BS019924	118,796.27
				<u>118,796.27</u>		<u>118,796.27</u>
7424130	A7061	C A RASMUSSEN, INC	CP21012-AVE J INTERCHANGE IMPR	226,857.82	150 2100003	(11,939.88)
					210 15BR007924	11,939.88
					210 15BR007924	226,857.82
				<u>226,857.82</u>		<u>226,857.82</u>
7424131	04067	DELL MARKETING LP	DELL LATITUDE 5420(30)	41,746.15	112 4315302	41,746.15
			DELL THUNDERBOLT DOCK(30)	7,321.81	112 4315302	7,321.81
			SMALL FORM FACTOR STAND	126.04	112 4315302	126.04
			LOGITECH WEBCAM	180.51	112 4315302	180.51
			DOCKING STATION	238.97	112 4315302	238.97
			MONITOR	579.51	112 4315302	5.00
					112 4315302	574.51

City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			WORKSTATION	3,546.85	112 4315302	3,546.85
			PRECISION 3450 SMALL FORM FACT	1,337.49	112 4315302	1,337.49
				<u>55,077.33</u>		<u>55,077.33</u>
7424132	08839	DUKE ENGINEERING AND ASSOCS	CH RENOVATION PROJECT	142,800.00	701 11BS019924	142,800.00
7424133	C7946	L A CO DEPT ANIMAL CARE&CONTRL	12/21-HOUSING COSTS	81,725.27	101 4820363	81,725.27
7424134	10853	LL2, INC	10/21-LAB DEVT SVCS	20,000.00	101 11BS037924	20,000.00
			11&12/21-LAB DEVT SVCS	40,000.00	101 11BS037924	40,000.00
				<u>60,000.00</u>		<u>60,000.00</u>
7424135	10643	LOGICALIS INC	CITY HALL NETWORK REFRESH	315,331.17	112 4315302	315,331.17
7424136	D3696	STRATHAM(STG REGENCY)	DRNG FEE RFND-TN54197,01,02 PM27057 PM61707 (61489)	587,163.99	101 3201200	(792.00)
					220 17SD021924	272,467.41
					220 17SD021924	315,488.58
				<u>587,163.99</u>		<u>587,163.99</u>
7424137	10207	SULLY-MILLER CONTRACTING CO	CP21008-2021 NEIGHBRHD IMPR	482,780.03	150 2100003	(25,409.47)
					701 15ST079924	25,409.47
					701 15ST079924	482,780.03
				<u>482,780.03</u>		<u>482,780.03</u>
Chk Count	<u>238</u>			Check Report Total	<u>3,398,086.78</u>	

City of Lancaster Check Register



From Check No.: 101010985 - To Check No.: 101010988

From Check Date: 01/23/22 - To Check Date: 02/05/22

Printed: 2/2/2022 13:17

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101010985	05987	THE VISITORS BUREAU-LANCASTER	10/21-TBID FEES	59,872.18	101 2501000	59,872.18
101010986	A8765	FIRST AMERICAN TITLE CO	PURCHASE/SALE AGMT-L STREET	3,003,366.39	101 4790301	3,003,366.39
101010987	05987	THE VISITORS BUREAU-LANCASTER	11/21-TBID FEES	55,384.35	101 2501000	55,384.35
101010988	1973	CA DEPT OF TAX/FEE ADMINISTRTN	ENERGY SRCHRG TAX FILING-QTR4 ELEC ENRGY ACCT 031-000276	40,383.00	490 2175000	40,383.00

Chk Count 4

Check Report Total 3,159,005.92

STAFF REPORT
City of Lancaster

CC 4
02/22/22
JC

Date: February 22, 2022
To: Mayor Parris and City Council Members
From: George N. Harris II, Finance Director
Subject: **Monthly Report of Investments – January 2022**

Recommendation:

Accept and approve the January 2022 Monthly Report of Investments as submitted.

Fiscal Impact:

None

Background:

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

Portfolio Recap

Yield:

	<u>January 2022</u>	<u>December 2021</u>
Total Portfolio	0.78%	0.82%
Local Agency Investment Fund	0.23%	0.21%
Total Portfolio Balance:	\$107,231,845	\$102,492,064

The portfolio balance increased from December to January by \$4,739,781 or 4.6%. Significant revenues for January included \$17,055,968 Property Taxes, \$2,189,200 Sales & Use Tax, \$1,458,143 Measure LC Sales Tax, \$1,158,188 Waste Management Franchise Fee, \$777,636 Apartment Dwelling Permits, \$681,749 Grants, \$601,635 MTA Proposition A & C, \$562,832 Housing & Community Development, and \$436,220 MTA Measure M & R. The largest City expenditures were \$8,601,816 Capital Projects, \$4,872,750 LA County Sheriff for October and November 2021 law enforcement service, \$3,438,544 Payroll & Benefits, and \$3,851,227 Debt Service.

The City’s temporary idle cash, those funds that are not immediately needed to pay current bills and not governed by bond indentures or bond resolutions, is invested in accordance with the City’s

adopted Investment Policy. This policy is reviewed regularly by the City Council, with the latest policy adopted February 13, 2018, by Resolution No. 18-06.

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

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

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

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

GH:ma

Attachment:
Monthly Report of Investments

**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
31-Jan-22**

	Interest Rate	Amount	Total
<u>City of Lancaster</u>			
Wells Fargo Bank			\$32,835,127
City of Lancaster Account	0.00%	\$32,835,127	
U S Bank - Safekeeping			\$41,992,092
US Treasury Notes	1.77%	\$15,653,259	
Federal Government Agencies	1.46%	\$11,881,587	
Corporate Securities	2.73%	\$9,596,017	
Municipal/Provincial Bonds	1.09%	\$4,777,997	
Cash & Equivalents	0.00%	\$83,232	
Chase Bank			\$150,965
Certificate of Deposit	0.01%	\$150,965	
Local Agency Investment Fund (L.A.I.F.)	0.23%	\$21,864,746	\$21,864,746
Successor Agency for the Lancaster Redevelopment Agency			
Local Agency Investment Fund (L.A.I.F.)	0.23%	\$10,388,915	\$10,388,915
Total Pooled Portfolio			<u>\$107,231,845</u>
Weighted Average	0.78%		

	Interest Rate	Amount	Total
River City Bank			\$2,372,840
Lancaster Choice Energy LockBox Account	0.00%	\$1,932,963	
CCEA Operating Account	0.00%	\$439,876	
The Bank of New York Mellon Trust Company, N.A.			\$1,483,822
LRA & LA County Escrow Account - Government Bonds	0.00%	\$1,483,822	
US Bank			\$64,115,139
LRA Combined 2004 Fire Protection Facilities Project Bonds	0.02%	\$827,242	
LRA Combined 2004 Sheriff Facilities Prjet Refunding Bonds	0.02%	\$1,815,426	
LPA Solar Renewable Energy Issue of 2021	0.01%	\$12,659	
SA Combined Project Areas Refunding Bonds 2015A & B	0.02%	\$382,818	
SA Combined Project Areas Refunding Bonds 2016 A-1 & A-2	0.02%	\$905,722	
SA Combined Project Areas Refunding Bonds 2016B	0.02%	\$971,553	
LFA 2016 Assessment Revenue Bonds (Streetlights Acquisition)	0.02%	\$26	
SA 2017 Tax Allocation Revenue Bonds (TARB)	0.02%	\$1,178,525	
LFA LRB 2018 Construction and Improvements	0.02%	\$2,394,308	
LFA 2018 Lease Revenue Bonds	0.02%	\$2	
LFA LRB 2019 Street Improvements	0.02%	\$55,626,858	
Total Restricted Cash/Investments Held in Trust		<u>\$64,115,139</u>	
Total Restricted Cash/Investments Held in Trust (note 4)			<u>\$67,971,801</u>

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

George N. Harris II
Finance Director

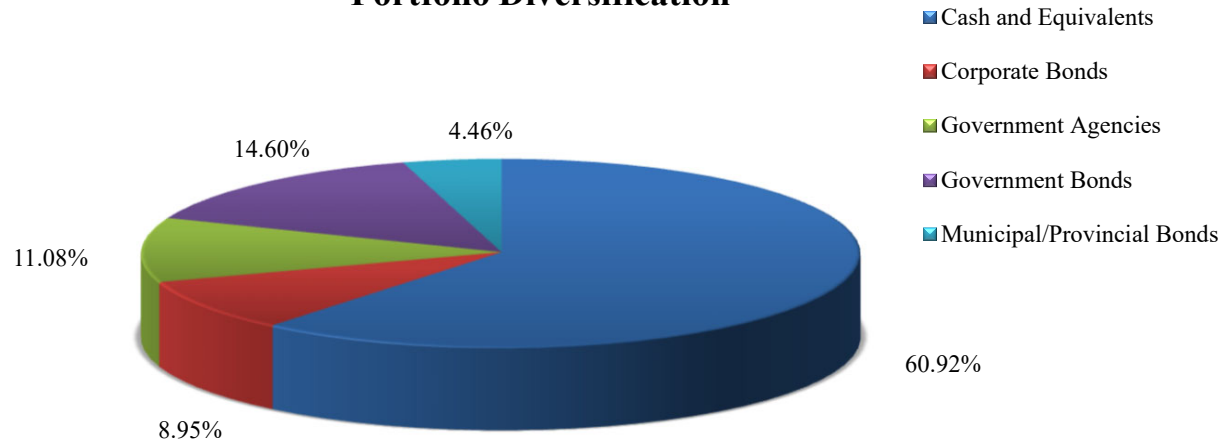
City of Lancaster
Cash Balances by Fund
January 31, 2022

Fund No.	Fund Name	Ending Balance	Fund No.	Fund Name	Ending Balance
101	GENERAL FUND	\$ 45,788,629	323	STATE GRANT - STPL	\$ (597,973)
104	CAPITAL REPLACEMENT FUND	\$ 176,561	324	STATE GRANT - OTS	\$ 14,398
106	COMMUNITY SERVICES FOUNDATION	\$ 129,333	330	STATE GRANT RECYCLING	\$ 203,572
109	CITY SPECIAL RESERVES FUND	\$ 16,669,839	331	STATE GRANT - OIL RECYCLING	\$ 4,586
111	FLEET INTERNAL SERVICE FUND	\$ 80,873	349	MISC STATE GRANTS	\$ (316,342)
112	IT INTERNAL SERVICE FUND	\$ (131,264)	361	CDBG	\$ (601,903)
113	GEN LIAB INTERNAL SERVICE FUND	\$ 1,448,746	363	NBRHD STABILIZATION PRGM	\$ 2,635,954
150	CAPITAL PROJECTS FUND - CITY	\$ (7,725,438)	364	HPRP-HOMELESS PREV & RAPID REH	\$ -
203	GAS TAX	\$ (524,128)	391	LANCASTER HOME PROGRAM	\$ 1,008,415
204	AQMD	\$ (47,891)	399	FEDERAL MISCELLANEOUS GRANTS	\$ (256,287)
205	PROP 1B	\$ 5,759	401	AGENCY FUND	\$ 529,308
206	TDA ARTICLE 8 FUND	\$ (1,477,741)	402	PERFORMING ARTS CENTER	\$ -
207	PROP "A" TRANSIT FUND	\$ 4,254,785	404	GRANTS FUND	\$ -
208	TDA ARTICLE 3 BIKEWAY FUND	\$ (69,255)	408	X-AEROSPACE GRANTS FUND	\$ -
209	PROPOSITION "C" FUND	\$ 7,010,735	456	STILL MEADOW LN SWR ASSMNT DST	\$ 216,420
210	MEASURE R FUND	\$ (278,002)	480	SEWER MAINT FUND	\$ 3,510,619
211	MEASURE M FUND	\$ 3,052,275	482	LANDSCAPE MAINTENANCE DISTRICT	\$ 1,231,497
212	MEASURE A FUND	\$ (65,937)	483	LIGHTING MAINTENANCE DISTRICT	\$ 3,552,466
213	PARKS DEVELOPMENT FUND	\$ 838,754	484	DRAINAGE MAINTENANCE DISTRICT	\$ 1,827,035
217	SIGNALS - DEVELOPER FEES FUND	\$ 2,580,273	485	RECYCLED WATER FUND	\$ 51,063
220	DRAINAGE - DEVELOPER FEES FUND	\$ 11,282,080	486	LANCASTER POWER AUTHORITY	\$ 4,049,354
224	BIOLOGICAL IMPACT FEE FUND	\$ 799,532	490	LANCASTER CHOICE ENERGY	\$ (1,789,684)
226	USP - OPERATION	\$ 2,569	491	CALIFORNIA CHOICE ENERGY AUTH	\$ 89,751
227	USP - PARKS	\$ 2,025,823	701	LANCASTER FINANCING AUTHORITY	\$ (29,323,565)
228	USP - ADMIN	\$ 62,776	810	ASSESSMENT DISTRICT FUND	\$ 154,596
229	USP - CORP YARD	\$ 188,598	811	AD 93-3	\$ -
230	MARIPOSA LILY FUND	\$ 62,733	812	AD 92-101	\$ 202
232	TRAFFIC IMPACT FEES FUND	\$ 1,495,360	830	CFD 89-1 EASTSIDE WATER FUND	\$ 23,537
233	DEVELOPER IN LIEU	\$ 106,700	831	CFD 90-1 (BELLE TIERRA)	\$ -
248	TRAFFIC SAFETY FUND	\$ 212,576	832	CFD 91-1 (QUARTZ HILL)	\$ 542
251	ENGINEERING FEES	\$ (1,852)	833	CFD 91-2 (LANC BUSINESS PARK)	\$ -
252	PROP 42 CONGESTION MANAGEMENT	\$ 46,543	991	REDEV OBLIGATION RETIREMENT FD	\$ 10,762,813
261	LOS ANGELES COUNTY REIMB	\$ (115,732)	992	DEBT SERVICE - SUCCESSOR AGENCY	\$ 11,308,034
301	LANCASTER HOUSING AUTH. OPS.	\$ 1,862,660	993	DEBT SERVICE - COUNTY	\$ 1,247,563
306	LOW & MOD INCOME HOUSING	\$ 10,036,071	994	DEBT SERVICE - COUNTY	\$ (12,555,597)
321	MTA GRANT - LOCAL	\$ 676,339	996	SCHOOLS SUBORDINATE P/T FUND	\$ 30
				Total Cash Balance	\$ 97,440,086

**City of Lancaster
Recap of Securities Held
January 31, 2022**

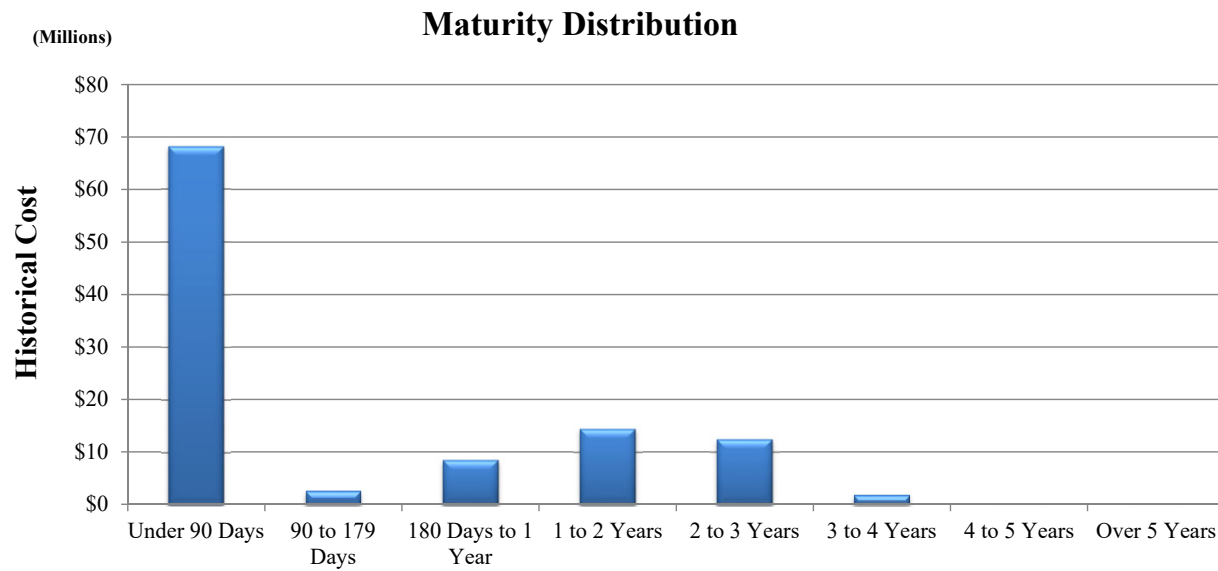
	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average Effective	% Portfolio/ Segment	Weighted Average Market
Cash and Equivalents	\$65,322,985	\$65,322,985	\$65,322,985	\$0	1	60.92%	0.00
Corporate Bonds	\$9,596,017	\$9,440,297	\$9,340,617	(\$99,681)	631	8.95%	1.63
Government Agencies	\$11,881,587	\$11,733,358	\$11,603,316	(\$130,042)	756	11.08%	1.94
Government Bonds	\$15,653,259	\$15,541,192	\$15,499,690	(\$41,502)	405	14.60%	1.09
Municipal/Provincial Bonds	\$4,777,997	\$4,753,097	\$4,694,097	(\$59,000)	610	4.46%	1.65
	\$107,231,845	\$106,790,929	\$106,460,705	(\$330,225)	578	100.00%	1.52

Portfolio Diversification



City of Lancaster
Maturity Distribution
January 31, 2021

Maturity	Historical Cost	Percent
Under 90 Days	\$68,059,384	63.47%
90 to 179 Days	\$2,506,356	2.34%
180 Days to 1 Year	\$8,304,266	7.74%
1 to 2 Years	\$14,324,787	13.36%
2 to 3 Years	\$12,320,363	11.49%
3 to 4 Years	\$1,716,690	1.60%
4 to 5 Years	\$0	0.00%
Over 5 Years	\$0	0.00%
	\$107,231,845	100.00%



**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
February 22, 2022**

- (1) This is the actual City bank account balance as of 1/31/2022. It only reflects checks that have been presented for payment and deposits received by the bank. The balance on deposit per the City books would reflect reductions for all checks and warrants issued and all deposits transmitted.
- (2) This is the safekeeping account utilized for investing City funds pursuant and consistent with the investment policy adopted 02/13/2018. The current portfolio consists of treasury notes, government agencies, corporates, and CDs.
- (3) Pooled Portfolio:

	<u>% of Portfolio</u>	<u>Policy Limit</u>
Cash	30.70%	None
CDs	0.14%	25% of total portfolio
Commercial Paper	0.00%	25% of total portfolio
US Treasury	14.60%	None
Federal Securities	11.08%	None
Corporate Securities	8.95%	30% of total portfolio
Municipal/Provincial	4.46%	None
LAIF	30.07%	None

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

STAFF REPORT

City of Lancaster

CC 5
02/22/2022
JC

Date: February 22, 2022

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Award of Bid – PWCP 21-014 for Pedestrian Gap Closure Improvements
ATPL-5419(050) LACMTA Project ID#MM4501.05 and FTIP#LATP16S002

Recommendation:

Award PWCP 21-014 for Pedestrian Gap Closure Improvements ATPL-5419(050) LACMTA Project ID#MM4501.05 and FTIP#LATP16S002, to C.A. Rasmussen, Inc., of Valencia, California, in the amount of \$8,797,685.70 plus a 10% contingency, to construct proposed improvements to close the gap between existing improvements at 37 separate locations, presented in the Table below. Authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest, responsive, responsible bidder per California Public Code Section 22038 (b).

Fiscal Impact:

\$9,677,454.27 (including 10% contingency) to be awarded; with these actions, sufficient funds are available in Capital Improvements Budget Account Numbers: 203-15SW016-924, 204-15SW016-924, 206-15SW016-924, 209-15SW016-924, 210-15SW016-924, 211-15SW016-924, 232-15SW016-924, and 399-15SW016-924.

Background:

The Pedestrian Gap Closure Improvements project is part of a comprehensive effort by the City of Lancaster to promote active transportation. The project will improve local and inter-jurisdictional pedestrian trips by closing the gap between existing improvements to move non-motorized users away from the vehicular lanes of travel. This project will encourage walking and bicycling among all users by increasing safety and mobility with connecting to transit access points and local destinations.

PROJECT LOCATIONS:

No.	Street	Segment	Location
1	Division Street	Avenue I to Kettering Street	Both Sides
2	Avenue H-8	17th Street West to 15th Street West	Both Sides

3	Avenue J-8 (AVE J-9)	Division Street to 2nd Street East	South side
4	Avenue H-8	13th Street West to 10th Street West	Both Sides
5	Avenue K	7th Street East to 8th Street East	North side
6	5th Street East	Avenue K-4 to Avenue K-12	East Side
7	Gadsden Avenue	Avenue J-12 to Avenue K	Both Sides
8	Avenue J-8	15th Street West to 13th Street West	North side
9	Avenue J-8	12th Street West to 10th Street West	South side
10	Avenue H	20th Street West to 18th Street West	South side
11	Avenue I	7th Street East to Challenger Way	South side
12	Lancaster Blvd	Andale Avenue to Challenger Way	South side
13	Avenue J (FR)	Leatherwood Street to Lone Oak Street	North side
14	Avenue J	20th Street West to 17th Street West	South side
15	Avenue J-7	Cedar Avenue to Beech Avenue	Both Sides
16	Avenue J-8	Beech Avenue to Sierra Hwy	Both Sides
17	Avenue K	Gadsden Avenue to Park Avenue	North side
18	Avenue K-8	West of 20th Street West to 18th Street West	North side
19	Avenue K-8	Division Street to Gingham Street	North side
20	Avenue L	3rd Street East to Division Street	Both Sides
21	Avenue L	8th Street West to Sierra Hwy	Both Sides
22	20th Street West	Avenue H to Avenue H-4	Both Sides
23	20th Street West	Arbuckle Way to Avenue I	West side
24	20th Street West	Avenue I to Louise Avenue	Both Sides
25	20th Street West	Avenue K to Avenue K-10	West side
26	15th Street West	Park Somerset Drive to Avenue L	East Side
27	15th Street West	Avenue K-8 to Avenue K-11	West side
28*	15th Street West	Avenue J-5 to Avenue J-8 (Eliminated)	East Side
29	10th Street West (FR)	Avenue J-4 to Avenue J-5	West side
30	Division Street	Avenue K to Avenue K-4	West side
31	Division Street	Kettering Street to Avenue J	West side
32	Challenger Way	Avenue I to Kettering Street	East Side
33	20th Street East	Avenue K to Ogden Ln	East Side
34	20th Street East	Avenue J to Avenue J-8	East Side
35	20th Street East	Lancaster to Avenue J	East Side
36	20th Street East	Jackman Street to Lancaster Blvd	Both Sides
37**	Sierra Hwy	Avenue J-2 to Columbia Way (Ave L-12)	West side
38***	Avenue K	45th Street West to Blossom Drive	North side

*Location 28 was identified as an environmentally sensitive area, therefore, Location 28 has been eliminated and is no longer part of the project

**Location 37 excludes parcels 3128-006-042, 3128-006-053 and 3128-006-054 that are already improved

***Location 38 new location as part of minor Scope Change approved by Caltrans/CTC staff

This project is funded with Active Transportation Program (ATP) and Los Angeles County Metropolitan Transportation Authority (LACMTA) Measure M (MSP) grant funds in addition to gas tax, SB1, AQMD, TDA Article 8, Proposition C, Measure R Local Return, Measure M Local Return, and Traffic Impact fee funds.

This project will close the gap in the non-motorized user transportation network with the construction of curb, gutter, sidewalk, and related improvements. Proposed improvements vary depending on location and include other improvements such as earthwork and grading, road excavation with street widening, construction/reconstruction of curb ramp, driveway, cross gutter, slough curb, parkway drain, ac pathway, ac dike, ac landing, utility adjustment, minor drainage improvement/adjustment, vehicle detection upgrade, relocation of push buttons, minor signing, striping and marking and street lighting system. Where the improvements take place at unimproved intersections near schools, new pedestrian crosswalks and bulb-outs will be installed to shorten crossing distances and allow for safer street crossings.

On January 13, 2022, at 11:00 a.m., the City conducted an electronic bid opening for PWCP 21-014 via PlanetBids. C.A. Rasmussen, Inc., was the lowest bidder amongst three (3) bids. Of those three (3) bids, two (2) were deemed responsive. The bids were as follows:

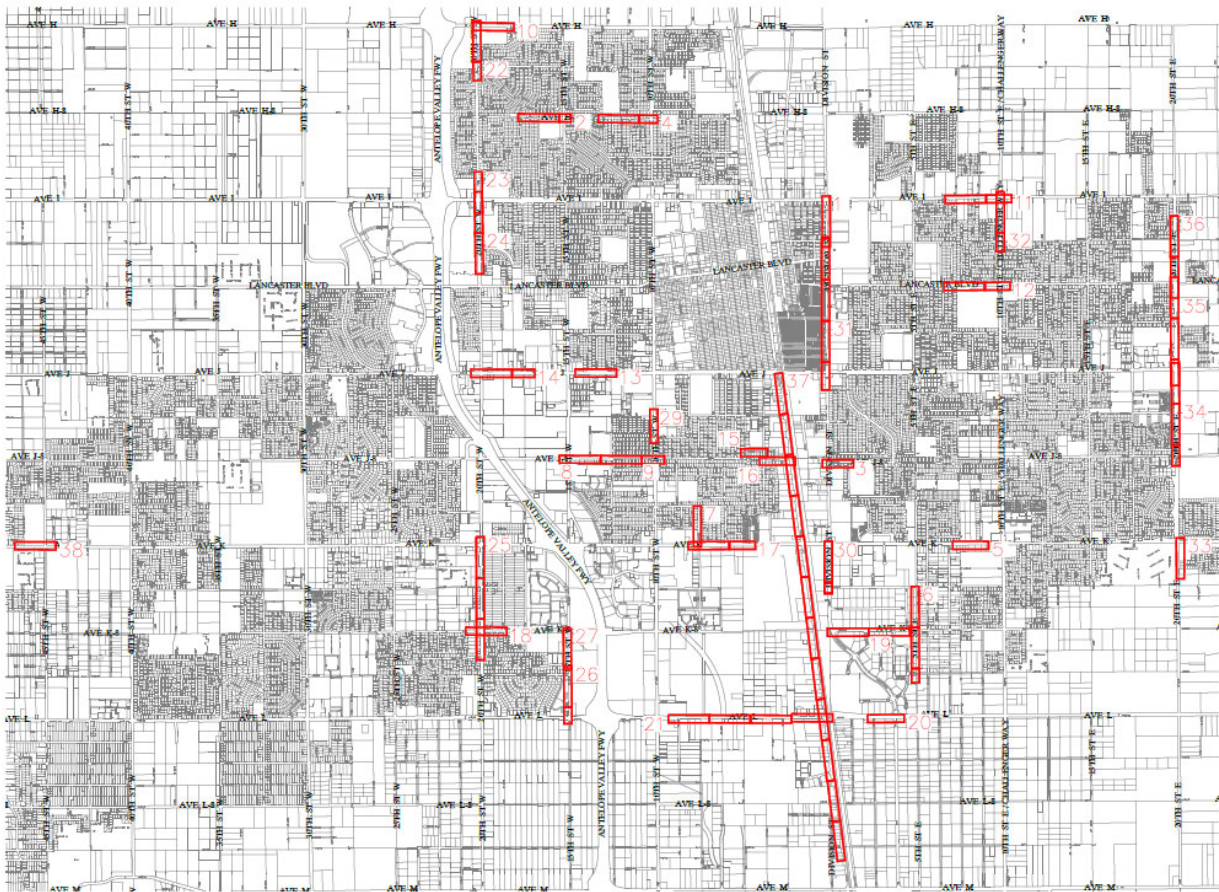
<u>Contractor</u>	<u>City</u>	<u>Bid Amounts</u>
1. C.A. Rasmussen, Inc.	Valencia, CA	\$8,797,685.70
2. Sully-Miller Contracting Company	Brea, CA	\$14,586,000.00
3. Los Angeles, Engineering, Inc. *	Los Angeles, CA	N/A
Engineer's Estimate		\$6,990,768.08

* Deemed non-responsive. Bid bond was received, but no PlanetBids Proposal was submitted.

EW:vw

Attachment:
Vicinity Map

CITY OF LANCASTER
ATPL-5419(050)
PWCP 21-014 PEDESTRIAN GAP CLOSURE IMPROVEMENTS
VICINITY MAP



LOCATION MAP
NTS



STAFF REPORT

City of Lancaster

CC 6
2/22/2022
JC

Date: February 22, 2022

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Task Order for Multi-Year Professional Services (Service Group Category 8 – Materials and Laboratory Testing) for Pedestrian Gap Closure Improvements ATPL-5419(050) LACMTA Project ID#MM4501.05 and FTIP#LATP16S002 (Reference PWCP 21-014)

Recommendation:

Approve Task Order No. 11 with Converse Consultants of Monrovia, California, in accordance with the Multi-Year Professional Services Agreement, Service Group Category (SGC) 8 - Materials and Laboratory Testing, to provide Quality Assurance Plan (QAP) and Materials Testing Services at 37 separate locations, presented in the Table below in support of construction for Pedestrian Gap Closure Improvements ATPL-5419(050) LACMTA Project ID#MM4501.05 and FTIP#LATP16S002 (Reference PWCP 21-014), in the amount of \$ 129,620.00 plus a 10% contingency. Authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

\$142,582.00 (including 10% contingency); sufficient funds are available in Capital Improvements Budget Account Numbers 203 15SW016 924, 204-15SW016-924, 206-15SW016-924, 209 15SW016-924, 210-15SW016-924, 211-15SW016-924, 232-15SW016-924, 323-15SW016-924, and 399-15SW016-924.

Background:

This Task Order will include QAP and Materials Testing services in support of construction for Pedestrian Gap Closure Improvements ATPL-5419(050) LACMTA Project ID#MM4501.05 and FTIP#LATP16S002 (Reference PWCP 21-014). The Pedestrian Gap Closure Improvements project is part of a comprehensive effort by the City of Lancaster to promote active transportation by constructing proposed improvements to close the gap between existing improvements.

PROJECT LOCATIONS:

No.	Street	Segment	Location
-----	--------	---------	----------

1	Division Street	Avenue I to Kettering Street	Both Sides
2	Avenue H-8	17th Street West to 15th Street West	Both Sides
3	Avenue J-8 (AVE J-9)	Division Street to 2nd Street East	South side
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25	20th Street West	Avenue K to Avenue K-10	West side
26	15th Street West	Park Somerset Drive to Avenue L	East Side
27	15th Street West	Avenue K-8 to Avenue K-11	West side
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29	10th Street West (FR)	Avenue J-4 to Avenue J-5	West side
30	Division Street	Avenue K to Avenue K-4	West side
31	Division Street	Kettering Street to Avenue J	West side
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*Location 28 was identified as an environmentally sensitive area, therefore, Location 28 has been eliminated and is no longer part of the project

**Location 37 excludes parcels 3128-006-042, 3128-006-053 and 3128-006-054 that are already improved

***Location 38 new location as part of minor Scope Change approved by Caltrans/CTC staff

This project is funded with Active Transportation Program (ATP) and Los Angeles County Metropolitan Transportation Authority (LACMTA) Measure M (MSP) grant funds in addition to

gas tax, SB1, AQMD, TDA Article 8, Proposition C, Measure R Local Return, Measure M Local Return, and Traffic Impact fee funds.

City staff requested proposals from three (3) Firms on the Multi-Year Professional Services Agreement Pre-Qualified List under Service Group Category (SGC) 8 - Materials and Laboratory Testing. On January 11, 2022, at 12:00 p.m., the City received a proposal from one (1) Firm for review.

Responsibilities under this Task Order include, but are not are not limited to, project management; contractor material submittals; and sampling, testing, and inspection.

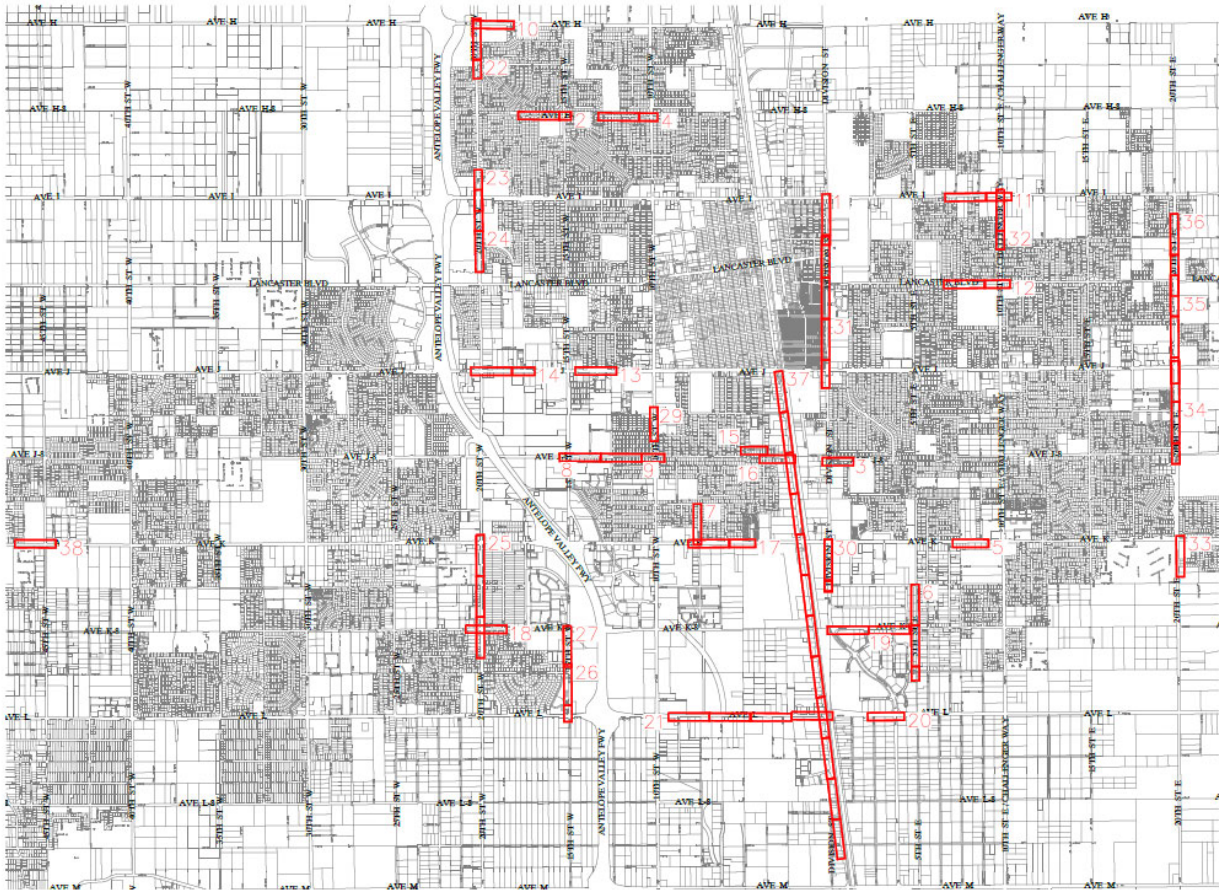
EF:vw

Attachments:

Task Order No. 11

Vicinity Map

CITY OF LANCASTER
ATPL-5419(050)
PWCP 21-014 PEDESTRIAN GAP CLOSURE IMPROVEMENTS
VICINITY MAP



LOCATION MAP
NTS



TASK ORDER NO. 11
OVER

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES – RFQ 694-18
SERVICE GROUP CATEGORY 8- MATERIALS AND LABORATORY TESTING

DATED DECEMBER 7, 2018

BETWEEN

THE CITY OF LANCASTER, "OWNER"
AND
CONVERSE CONSULTANTS "CONSULTANT"

PROJECT TITLE: PWCP 21-014 – Pedestrian Gap Closure Improvements ATPL-5419(050)
LACMTA Project ID#MM4501.05 FTIP#LATP16S002

PROJECT DESCRIPTION: Quality Assurance Plan (QAP) and Materials Testing Services

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

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

COMPENSATION
FOR SERVICES: Per Fee Schedule - Not to Exceed \$129,620.00

"OWNER"

"CONSULTANT"

CITY OF LANCASTER

CONVERSE CONSULTANTS

By: _____
Jason Caudle
City Manager

By: _____
Siva K. Sivathanan
Senior Vice President

Date: _____

Date: _____

Approved by Dept. Head: _____

APPROVED AS TO FORM:

Allison E. Burns, Esq.
City Attorney

EXHIBIT “1”

SCOPE OF SERVICES

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

- A. Task Order 11 – Scope of Services

EXHIBIT 1: SCOPE OF SERVICES

PROJECT DESCRIPTION AND LOCATION

Consultant shall provide Quality Assurance Plan (QAP) and Materials Testing services in support of construction for the PWCP 21-014, Pedestrian Gap Closure Improvements ATPL-5419(050) LACMTA Project ID#MM4501.05 FTIP#LATP16S002. Construction QAP and Materials Testing Services include but are not limited to project management; contractor material submittals; and sampling, testing and inspection. Reference PWCP 21-014, Pedestrian Gap Closure Improvements ATPL-5419(050) LACMTA Project ID#MM4501.05 FTIP#LATP16S002 project Plans for limits of work.

QUALITY ASSURANCE PLAN (QAP)

The Consultant shall perform services in accordance with the City of Lancaster QAP dated October 17, 2019 and the plans and Specifications. *It is the Consultant's responsibility to read and understand all provisions of the QAP and which portions apply to the project, except as specifically excluded or included herein.*

Until such time as the City employs its own in-house quality assurance personnel and laboratory facilities, it shall contract with a qualified private consulting laboratory approved for such work. The intent of this contract is to contract for quality assurance personnel and qualified laboratory services; *the Consultant shall act as an extension of City staff to ensure PWCP 21-014 contract compliance with the QAP.*

Section 4.0 of the QAP does not apply. Testing Frequency shall be per Exhibit "A" of the QAP. Buy America is required.

Services included in QAP Sections 2.1 Preliminary Tests, 2.3 Source Inspection and 7.0 Project Certification are not included in the scope of work for this contract.

Services included in QAP Sections 2.5 Independent Assurance Sampling and Testing are not included in the scope of work for this contract except as noted below in Task 2.2.

Consultant personnel shall be qualified and certified as prescribed in the QAP. Consultant shall submit copies of certifications, certificates of compliance, etc. as required per the QAP. The Consultant shall provide the name of the responsible registered Civil Engineer (per QAP Section 3.4.1) that will review and accept Contractor Material Submittals and certify laboratory personnel under his supervision per QAP Section 3.4.2.

Consultant will be responsible for Summary Log as described in “Acceptance Sampling of Testing”.

Consultant will also be responsible for maintaining records and shall turn over a complete set of PDF records satisfying Section 6.0 of the QAP for incorporation into the City’s Project Engineer file. Consultant shall assume any and all records submitted previously have NOT been retained by the City.

TASK 1 PROJECT MANAGEMNT

1.1 General

- a. Schedule, coordinate with City and City’s Contractor, and perform contract administration duties in support of Construction Quality Assurance Plan (QAP) Services.
- b. A preconstruction meeting will be held shortly after the issuance of the Notice to Proceed. For the basis of this proposal, the Consultant shall assume two (2) additional Engineering meetings will be required during the Consultant’s work (cost to include a total of three (3) Engineering meetings).
- c. Sample Pick-up (Assume 70 round trips for cost estimate)
- d. Final Reports
 - i. Compaction
 - ii. Asphalt Concrete
- e. Summary Log as described in QAP “Acceptance Sampling and Testing” and equivalent to examples provided in Caltrans QAP Manual for Use by Local Agencies Appendix H.
- f. Records maintenance and retention Per Section 6.0 of the QAP
- g. Prepare and submit electronic (PDF) Daily Reports to the City Inspector. The purpose of the Daily Report is to document on a daily basis which contract tasks have been performed. ***Daily Reports must be submitted with invoices as supporting documentation; failure to provide Daily Reports with invoices may result in delayed or forfeited payment.*** All fields in the Daily Report must be complete and submitted to the City Inspector the day following the day for which report is produced. Use of the City’s Daily Report form is optional provided Consultant supplied Daily Report form contains the same information.

1.2 Deliverables

- a. Final Reports
- b. Summary Log
- c. Complete set of PDF Records
- d. Daily Reports

1.3 Payment

Payment for Task 1 shall be at the lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1 and providing deliverables as required in this Scope of Work. No separate payments shall be made for hourly rates, minimums, travel/mileage, subcontractors, outside services, preparation, per diem, reviews/signature, postage/freight, reproduction, etc.; lump sum price as shown on EXHIBIT 3 shall be all-inclusive.

TASK 2 CONTRACTOR MATERIAL SUBMITTALS

2.1 General

The City Construction Project Manager or Inspector will transmit Contractor Material Submittals covered by the QAP to the Consultant. The Consultant shall review these Material Submittals for conformance with the QAP and provide comments and/or Letter of Acceptance/No Exceptions Taken *within 5 City working days of receipt from the City*. Letter of Acceptance/No Exceptions taken will, as a minimum, include all of the information in Caltrans CEM 4102; and all releases shall be tracked for the project on a form equivalent to Caltrans CEM 4101.

Certificates of Compliance will be accepted in lieu of source testing in accordance with Sections 3.6.1 and 3.7.1 of the QAP. If Certificates of Compliance do not include test data, Consultant shall reject the submittal and request test data per Standard Specifications for Public Works Construction (SSPWC) Section 4-1.5.

The following Materials submittals are expected and shall form the basis of Consultant cost estimate.

- a. Concrete Aggregate Conformance, Certificate of Compliance and Test Data (within 12 months)

Assume 1 review during the life of the project. Consultant shall review concrete aggregate for conformance, review certificate of compliance and review test data to ensure conformance tests, test methods and frequency are per Exhibit “A” of the QAP and that concrete aggregate is in compliance with the contract documents.

b Concrete Mix Designs, Certificates of Compliance and Test Data

Consultant shall review concrete mix designs, certificates of compliance and test data to ensure concrete mix tests, test methods and frequency are per Exhibit “A” of the QAP and that concrete mix is in compliance with the contract documents. The project specifications include two design mixes and number of tests expected is as follows:

Mix	Purpose	Estimated Quantity	Estimated Number of Tests (EA)
520-C-2500	Bulb-outs, Curb, Curb and Gutter, Curb Ramps, Standard Sidewalk, Meandering Sidewalk, Driveways, Cross-Gutters, Spandrels and Longitudinal Gutter, Slough Curb, Driveway	<4,300 CY	91
560-C-3250	Parkway Drain, Reinforced Concrete Box Culvert, Extend Reinforced Concrete Culvert Box	<5 CY	4
TOTAL CONCRETE TESTS (EA)			95

c. Asphalt Mix Designs, Certificate of Compliance and Test Data

The project specifications include but are not limited to the following asphalt mixes, Type C2 PG 70-10 for Surface Course, and Type B PG 70-10 for Base Course; per the QAP one test each per mix per project is required. Consultant shall review asphalt mix design, certificate of compliance and test data to ensure asphalt mix tests, test methods and frequency are per Exhibit “A” of the QAP and that asphalt mix is in compliance

with the contract documents.

d. Paving Asphalt/Liquid Asphalt/Asphalt Emulsion Certificate of Compliance

Consultant shall review paving asphalt/liquid asphalt/ asphalt emulsion certificate of compliance.

2.2 Independent Assurance Program (IAP)

If the Consultant provides design-mix recommendations, laboratory testing and/or other services directly to Contractor and/or Contractor product suppliers for PWCP 21-014 then Consultant will provide IAP assurances per QAP Section 2.5 at no cost to the City.

The Consultant shall submit a letter stating conflict of interest, IAP assurance and description of how conflicts of interests were mitigated (i.e. tested twice by two different certified testers, reviewed and sealed by two separate licensed Engineers, etc.), and documentation supporting IAP assurances (certifications, qualifications, calibration, etc.).

2.3 Deliverables

- a. Review Comments
- b. Letter of Acceptance/No Exceptions Taken
- c. IAP Letter (as required)

2.4 Payment

Payment for Task 2 shall be at the unit prices as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2 and providing deliverables as required in this Scope of Work. No separate payments shall be made for hourly rates, minimums, travel/mileage, subcontractors, outside services, preparation, per diem, reviews/signature, postage/freight, reproduction, IAP Letter, etc.; unit prices as shown on EXHIBIT 3 shall be all-inclusive.

TASK 3 SAMPLING, TESTING AND INSPECTION

3.1 General

Testing, Test Method, and frequency shall be per Exhibit “A” of the QAP. Sampling and quantities collected shall be sufficient for testing required.

Consultant may request substitution of testing methods required in QAP provided 1) personnel

are qualified/certified to perform substitute testing and provide documentation supporting claim; 2) City Project Engineer/ Construction Manager approves substitution in writing; and 3) testing is adjusted as required to accommodate requested substitution (see Caltrans LAPM Exhibit 16-S for Conversion Chart). If City Project Engineer/Construction Manager approves substitution of test(s), substitution shall be at a reduction in cost or no additional cost to the City.

a. Asphalt Concrete Mixture

The project specifications include two asphalt mixes, Type C2 PG 70-10 for Surface Course and Type B PG 70-10 for Base Course. The estimated quantities and number of tests are as follows:

Mix	Estimated Quantity	Estimated Number of Tests (EA)
Type C2 PG 70-10 for Surface Course	1,921 tons	19
Type B PG 70-10 for Base Course	4,326 tons	27
TOTAL AC MIX TESTS (EA)		46

b. Decomposed Granite

The project specifications include 7,775 square feet of decomposed granite, 2-inches thick, and the estimated quantity is less than 300 tons; estimated two Relative Compaction In-Place (CTM 231) test.

c. Aggregate Base

Estimated quantity of aggregate base is less than 15,716 tons and it is expected to come from a single source; estimated number of tests is two each except for Relative Density (CTM 231).

Consultant shall assume the following will be required for CTM 231:

Location of Aggregate Base	Estimated Number of Tests
Alley, Full Depth Reconstruction, AC Curb/Dike, AC Pathway, AC Curb Ramps and Landing, PCC Bulb-outs, Stamped Concrete, PCC Curb Ramps, PCC Curb, PCC Curb and Gutter, PCC Slough Curb, PCC Driveway Approaches, PCC Sidewalk, PCC Meandering Sidewalk, PCC Cross-Gutters, Spandrels and Longitudinal Gutter, PCC Parkway Drains	37
TOTAL AGGREGATE BASE CTM 231 TESTS	37

d. Soil/Subgrade

Soil conditions are expected to be relatively uniform. Exhibit “A” of the QAP requires a minimum of 2 soil/subgrade tests each per project. Estimated number of tests is five each except for Relative Compaction In-Place (CTM 231).

Consultant shall assume the following will be required for CTM 231:

Location of Subgrade	Estimated Number of Tests
AC Pavement (2 per location)	46
TOTAL SUBGRADE CTM 231 TESTS	46

3.2 Deliverables

- a. Sample Collection Tickets
- b. Field Testing Results
- c. Laboratory Testing Results

3.3 Payment

Payment for Task 3 shall be at the unit prices as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3 and providing deliverables as required in this Scope of Work. No separate payments shall be made for hourly rates, minimums, travel/mileage, subcontractors, outside services, preparation, per diem, reviews/signature, postage/freight, reproduction, etc.; unit prices as shown on EXHIBIT 3 shall be all-inclusive.

DEPARTMENT OF TRANSPORTATION

DIVISION OF ENGINEERING SERVICES
 MATERIALS ENGINEERING TESTING SERVICES AND GEOTECHNICAL SERVICES
 INDEPENDENT ASSURANCE AND REFERENCE SAMPLE PROGRAM BRANCH
 TRANSPORTATION LABORATORY-MS 5
 5900 FOLSOM BLVD.
 SACRAMENTO, CA 95819-4612
 E-MAIL: <seree_yenjai@dot.ca.gov>
 PHONE (916) 247-1911



*Flex your power!
 Be energy efficient!*

Status: **COMPLIANCE**

Quality Assurance Program REVIEW/ACCEPTANCE LETTER

DATE: 1/3/2020

Name of Agency:	<u>City of Lancaster</u>
Address:	<u>44933 Fern Ave., Lancaster, CA 93534</u>
Telephone Number:	<u>661.723.6000</u> Fax: <u>n/a</u>
Name and Title of person In Charge:	<u>Marissa Diaz, PE, RCE#66782 Exp. 09/30/2020</u> Capital Project Manager

The document will be reviewed for compliance to California Department of Transportation, Quality Assurance (QAP) Manual for Use by Local Agencies (Jan. 20, 2011 revision) and Federal Highway Administration, 23 CFR 637.

A. Document Reviewed

- 1 City of Lancaster Quality Assurance Program (QAP) dated 10.17.2019
- 2 Local Assistance area engineer -Morris Zarbi 213.897.2969

B. Conditions of acceptance

- 1 Document above (item A.1) was reviewed and **FOUND TO BE IN COMPLIANCE.**
- 2 **CONDITIONS OF COMPLIANCE** accepted as part of this QAP:
 - 2.1 This QAP is applicable to all projects on NHS, SHS, and OFF-NHS/OFF-SHS
 - 2.2 Material testing and sampling frequency table for NHS/SHS: **Local Agency will follow Caltrans QAP Manual Appendix D**
 - 2.3 Material testing and sampling frequency table for OFF NHS/OFF SHS: **Local Agency will follow Exhibit A of this QAP**
 - 2.4 Test Method: **California Test Method (CTM)**
- 3 Provide a signed hard copy to District 7 area engineer and/or DLAE for archive.
- 4 This document shall be a part of QAP to be attached to project construction document to be reviewed by Oversight Engineer and/or FHWA.



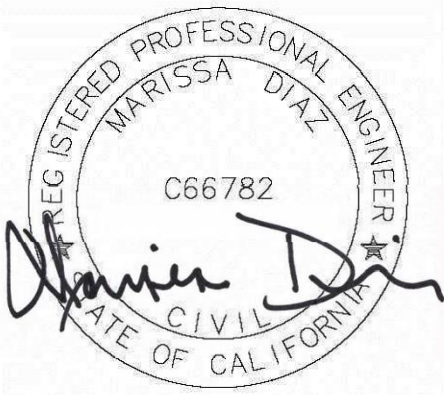
 RTIFIED Independent Assurance Engi.

 1/3/2020

CITY OF LANCASTER QUALITY ASSURANCE PLAN



October 17, 2019



Senior Manager – Capital Programs

10/17/19
Date

City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534
(661) 723-6000

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CITY OF LANCASTER QUALITY ASSURANCE PROGRAM

1.0 INTRODUCTION

The City of Lancaster (City) Quality Assurance Program (QAP) is a sampling and testing program that will provide assurance that the materials and workmanship incorporated in each public works construction project are in conformance with the contract specifications. The three elements of a Quality Assurance Program are Acceptance Testing (AT), Independent Assurance Program (IAP), and Testing of Manufactured Materials.

Acceptance Testing (AT) is comprised of procedures for regular testing of materials entering a construction project to verify that the materials, or products, comply with contract specifications or standards. The IAP is comprised of procedures to verify that acceptance testing is performed correctly by verifying equipment calibration, witnessing sampling and testing by acceptance tester, and by comparing the test results between testers. The Testing of Manufactured Materials facilitates the review and acceptance of manufactured and prefabricated materials either by source inspection, job site inspection, or Certificate of Compliance. This QAP, as approved by the Director of Public Works, meets Caltrans requirements for all Federally funded National Highway System (NHS) and non-NHS transportation projects.

Until such time the City employs its own in-house quality assurance personnel and laboratory facilities, it shall contract with other qualified local Agencies or qualified private consulting laboratories, which must be approved for such work as described later in this document. Materials testing and sampling costs may be reimbursable through the construction engineering phase of a project. Local Programs Procedures will apply.

City construction projects shall be in general compliance with the currently adopted Caltrans Standard Specifications, unless otherwise specified in the plans and specifications. Laboratories are required to comply with this QAP when contracted to provide inspection and/or materials testing services on City administered Federally funded projects. All materials provisions that apply to the consulting laboratory shall apply to the subcontracted Consultant as well.

The QAP for all local Agency projects shall include Acceptance Tests (AT). AT results shall be used to determine the quality and acceptability of materials and workmanship incorporated into the project.

2.0 GENERAL PROCEDURES

The following criteria for sampling and testing shall be applied for both non-NHS and NHS projects:

2.1 Preliminary Tests

- 2.1.1 Preliminary Tests are tests prior to award of a contract. Construction personnel rarely sample for Preliminary Tests. Such tests are for design purposes or to provide data for the

"Materials Information" package for prospective bidders. Samples and testing on potential sources sampled after award of the contract are typically called "Initial Samples and Tests," or "Process Control Samples and Tests." Normally, these samples and tests are performed on material proposed for use in the work by the Contractor to determine the ability of a material or product to meet specifications or to indicate to the Contractor the extent of processing and control required to produce a material that meets specifications.

2.2 Acceptance Sampling and Testing

- 2.2.1 Tests of materials entering the work are called "Acceptance Tests" (AT). Acceptance sampling and testing of materials or work should start the first day a construction material is placed or work is performed. To obtain the greatest benefit, testing should be performed as soon as possible after samples are taken or segments of work are completed. This provides early test data for the Engineer's and Contractor's guidance.
- 2.2.2 The Engineer shall maintain a material and testing "Summary Log" for each material requiring multiple sampling and testing as defined in Exhibit "A" of this document. The "Summary Log" shall include appropriate date, station location, depth of test sample, approximate quantity of material represented by the test sample, test result, and tester. Failing test results will require cross-referencing of the retest to the initial failing test result by a notation on each report.
- 2.2.3 Representative samples of all materials entering into the work shall be sampled at the location specified in the standard specifications, special provisions or as directed by the Engineer.

2.3 Source Inspection

- 2.3.1 Source Inspection is acceptance testing of manufactured and prefabricated materials at a location other than the job site. Unless otherwise specified, inspection is required at the source for such typical materials and fabricated items as bituminous paving mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar shop or plant operations.

2.4 Reporting Test Results

- 2.4.1 The following are goals for reporting material tests results to the Engineer:
 - A. When the aggregate is sampled at the material plant, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Engineer within 24 hours after sampling.
 - B. When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Engineer within 24 hours after sampling.

- C. When soils and aggregates are sampled at the job site, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Engineer within 72 hours after sampling.
 - D. When soils and aggregates are sampled at the job site, test results for "R" Value and asphalt concrete extraction should be submitted to the Engineer within 72 hours after sampling.
- 2.4.2 When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), asphalt concrete (AC), and other such materials, the time of such sampling shall be varied with respect to the time of day insofar as is possible, in order to avoid a predictable sampling routine. The reporting of AT test results, for tests not performed by the Engineer's staff, shall be done on an expedited basis, such as by fax or telephone, followed up with an e-mailed copy.
- 2.4.3 The reporting of acceptance test results shall be done on an expedited basis, such as by fax or telephone, followed up with an e-mailed copy.

2.5 Independent Assurance Program

- 2.5.1 The primary purpose of the Independent Assurance Program is to:
- A. Verify that project sampling and testing materials are performed correctly (i.e., the tester).
 - B. Verify certification and qualifications of Acceptance testers.
 - C. Ensure that equipment is properly calibrated.

3.0 PUBLIC WORKS PROJECTS AND NON-NATIONAL HIGHWAY SYSTEM PROJECTS

All public works and Federal-Aid projects off the National Highway System shall abide by the following procedures:

3.1 Correlation Testing Program

- 3.1.1 The laboratory utilized for acceptance testing must be a participant in one or more of the following Caltrans' approved (Caltrans Office of Materials, Engineering and Testing Services) correlation testing programs:
- A. The AASHTO Materials Reference Laboratory (AMRL)
 - B. Cement and Concrete Reference Laboratory (CCRL)
 - C. Caltrans' own Reference Samples Program (RSP)

The Contractor shall provide proof of this association in a submitted bid proposal.

3.2 Qualifying Laboratories

- 3.2.1 A private consulting laboratory may be permitted to subcontract materials testing provided the test results are received by the Engineer within 7 days after materials are sampled. The subcontractor must be approved by the local Agency, and must be a participant in an approved correlation testing program. All materials provisions that apply to the consulting laboratory shall apply to the subcontracted Consultant.
- 3.2.2 Any laboratory providing testing services for projects located in California (except for products manufactured out of state) shall be under the responsible engineering management of a California registered Professional Engineer with experience in inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under his supervision.
- 3.2.3 The Contractor shall not select or exercise any authority over the consulting laboratory.

3.3 Sampling and Testing Materials

- 3.3.1 The City will commonly hire a Consultant to perform sampling and testing of materials, however, the following are available options for testing:
 - A. Laboratory operated by another local Agency meeting the qualifications of this QAP.
 - B. Private Consultant laboratory meeting the requirements of this QAP.
 - C. Require a Certificate of Compliance from the supplier in lieu of testing manufactured products.

3.4 Certification of Personnel

- 3.4.1 Any laboratory providing testing services for projects located in California (except for products manufactured out of state) shall be under the responsible engineering management of a California registered Professional Engineer with experience in inspection and testing of construction materials.
- 3.4.2 This Engineer shall individually certify personnel upon receiving evidence of training, experience, and/or certification by a non-Caltrans organization such as the “National Institute for Certification in Engineering Technologies” (NICET). This certification is required for all samplers and testers. Individual Acceptance Testers with a current “Certificate of Proficiency for an Acceptance Tester” issued by Caltrans are accepted as valid Acceptance Testers.
- 3.4.3 A copy of each person’s Certificate of Proficiency is to be on file in both contracted laboratories’ and the City Engineer’s project files.
- 3.4.4 Acceptance testers without valid identification for a specific test and/or sampling, so ordered to perform, shall not be allowed to perform that specific sampling and/or testing.

3.5 Laboratory Equipment Calibration Requirements

- 3.5.1 All laboratories shall maintain their laboratory testing equipment, at a minimum, in accordance with Section 2.4.2.2 of the Caltrans Independent Assurance Manual.
- 3.5.2 Local Agencies and/or private Consultants electing to use nuclear test equipment shall calibrate nuclear gauges on Caltrans' standard density blocks. Calibration arrangements should be made by contacting a Caltrans authorized 3rd party calibrator, a Caltrans Independent Assurance Sampler and Tester, or a Caltrans Radiation Safety officer. A minimum of three (3) working days' advance notice is required for nuclear gauge calibration.

3.6 Manufactured and Assembled Materials

- 3.6.1 The City may waive material testing requirements and permit the use of certain manufactured products, materials or assemblies that are accompanied by a Certificate of Compliance, provided these products, materials or assemblies do not involve structural integrity or public safety. The manufacturer of the products, materials or assemblies shall sign the Certificate of Compliance and state the included materials and workmanship conform, in all respects, to the project specifications for the material.

3.7 Certificate of Compliance

- 3.7.1 Acceptance of manufactured and prefabricated structural materials shall be based on either a Certificate of Compliance and/or source inspection by the City or its qualified Consultant. Source inspection is acceptance testing of manufactured and prefabricated materials at locations other than the job site. The certified material lot number and project number shall be clearly identified on the certificate and on lot tags affixed or stenciled to the released materials. All materials accepted on the basis of a signed Certificate of Compliance shall be noted by project inspectors on daily inspection reports and laboratory releases.
- 3.7.2 The contract documents shall specify which materials require a Certificate of Compliance. In addition to the specifications, see listing of materials typically accepted by a Certificate of Compliance for projects advertised using Caltrans Standard Specifications, most current edition, for reference.
- 3.7.3 Manufactured products, materials or assemblies used on the basis of a Certificate of Compliance may be sampled again at the job site and tested at any time during the term of the contract. Items found not in conformance with contract requirements shall be subject to rejection whether in place or not.
- 3.7.4 It shall be the responsibility of the Contractor to protect and ensure the integrity of materials, products and assemblies upon delivery to the project site.

3.8 Performing Independent Assurance Sampling and Testing

- 3.8.1 The City may utilize an individually qualified local Agency or private Consultant testers to perform the work. Private Consultant testers used to perform Independent Assurance Sampling and Testing shall be free of conflicts of interest and shall not be performing the acceptance testing for the Contractor under contract for the given Federal-aid project.
- 3.8.2 It shall be at the discretion of the Engineer as to the need for and the extent of Independent Assurance Sampling and Testing.
- 3.8.3 Independent Assurance Sampling and Testing is to be done in a manner that shall avoid needless duplication.

3.9 Frequency of the Testing

- 3.9.1 The Frequency of testing is noted in Exhibit “A” of this document and provides for sampling and testing as required for various materials and products. Close adherence to the sample size requirement avoids the unnecessary delay and expense of obtaining supplementary samples to complete the tests.
- 3.9.2 The frequency of sampling is intended as a guide under normal conditions. Material well within specifications and uniform in character may result in less frequent sampling and testing, whereas borderline materials may need an increase in the frequency of testing to assure specification compliance. Materials supplied from reliable sources and proven by frequent testing to be of uniform high quality may subsequently receive less sampling and testing than indicated in the frequency testing tables. However, any deviation from the prescribed frequency must be noted and explained in the material testing records. When materials are being furnished intermittently, with interruptions of several days or weeks, the frequency of sampling and testing should be increased to assure that specification materials are being incorporated into the work.
- 3.9.3 Whenever failures occur, sufficient additional acceptance tests should be taken to isolate the affected work. Documentation of the results of such additional tests shall be included in the records, including a description of the corrective measures taken.
- 3.9.4 Relatively minor quantities of construction materials may be accepted without testing provided acceptance conforms to the conditions stated below. Generally, this provides for accepting minor quantities of materials from a commercial source that is known to be a supplier of specification material.
- 3.9.5 The Engineer, on the basis of a visual examination, may accept minor quantities of materials without testing, provided the source of the supplies has recently furnished similar materials found to be satisfactory using Caltrans sampling and testing requirements.
- 3.9.6 Acceptance of a product may be established on the basis of certification by the manufacturer or supplier that the material furnished complies with all specification requirements.

- 3.9.7 Documentation for acceptance of material as described above must be provided and included in the project records. The documentation should include statements in the project inspector's reports that clearly indicate conditions under which the material was accepted.

4.0 NATIONAL AND STATE HIGHWAY SYSTEM PROJECTS

The City shall employ the following procedures for Federal-aid projects involving NHS and SHS roads:

4.1 Correlation Testing Program

- 4.1.1. The utilized laboratory for acceptance testing must be a participant in one or more of the following Caltrans' approved (Caltrans Office of Materials Engineering and Testing Services) correlation testing programs:
- A. The AASHTO Materials Reference Laboratory (AMRL)
 - B. Cement and Concrete Reference Laboratory (CCRL)
 - C. Caltrans' Reference Samples Program (RSP)

4.2 Qualifying Laboratories

- 4.2.1 A private consulting laboratory may be permitted to subcontract materials testing provided the test results are received by the Engineer within 7 days after materials are sampled. The subcontractor must be approved by the local Agency and must be a participant in an approved correlation testing program. All materials provisions that apply to the consulting laboratory shall apply to the subcontracted Consultant.
- 4.2.2 Any laboratory providing testing services for projects located in California (except for products manufactured out of state) shall be under the responsible engineering management of a California registered Professional Engineer with experience in inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under his supervision.
- 4.2.3 The Contractor shall not select or exercise any authority over the consulting laboratory.

4.3 Certification of Personnel

- 4.3.1 Acceptance sampling and testing shall be performed only by personnel who have been certified by the Caltrans District Materials Engineer, or other designated district authority, and deemed proficient in acceptance sampling and testing. These personnel shall possess a current "Certificate of Proficiency for an Acceptance Tester," (TL-0111) (old Form HC-I) (Exhibit I6-D) which is valid in all districts. This certificate is required for all samplers and testers, including Consulting laboratory employees and employees of sub-contracted laboratories.

- 4.3.2 The Caltrans District Materials Engineer and/or Caltrans Independent Assurance Engineer shall individually certify personnel of local Agencies and Consultant employees upon receiving evidence of training, experience and/or certification by an authorized, non-Caltrans organization such as the "National Institute for Certification in Engineering Technologies" (NICET).
- 4.3.3 A copy of each person's Certificate of Proficiency is to be on file in both the District Materials Laboratory's and the City Engineer's project files. The TL-0111 form lists the sampling and testing which the individual is authorized to perform.
- 4.3.4 A person possessing the TL-0111 Certification issued on the basis of a certification from NICET or other organizations recognized by Caltrans, if observed by qualified personnel, not to be performing materials sampling and testing in accordance with applicable test methods, shall have his or her T-0111 certification withdrawn or modified for the particular test method observed to have been incorrectly performed.
- 4.3.5 During witness and split sample testing, acceptance testers should carry adequate identification so Independent Assurance sampling and testing personnel can verify certification. Acceptance testers without valid identification shall not be allowed to perform sampling and testing.
- 4.3.6 A person whose certification has been withdrawn for a particular test method may have the certification revalidated upon demonstration that deficiencies have been eliminated to the satisfaction of the Caltrans District Materials Engineer.
- 4.3.7 In cases of extreme emergency, sampling and testing may be performed by someone not certified. The Engineer is to assure himself or herself of the person's competency and every effort should be made to obtain a certified person as soon as possible. These occasions should be limited to unforeseen circumstances. Prior arrangements shall be made to have certified personnel available for foreseeable occasions such as vacation, compensating time off, rotation, or separation.

4.4 Laboratory Equipment Calibration Requirements

- 4.4.1 The laboratory utilized for acceptance testing shall calibrate all field and laboratory equipment prior to use on construction projects and re-calibrate as frequently as required per Section 2.4.2.2 of the Caltrans Independent Assurance Manual. The maximum interval between calibrations is one year.
- 4.4.2 The consulting laboratory, including any sub-consulting laboratory, shall provide written evidence of current calibration to the City prior to entering any contractual agreement to perform acceptance testing. In addition, the consulting laboratory, including any sub-consulting laboratory, shall re-calibrate at the request of the Engineer. All calibration evidence shall be provided to the Caltrans District Materials Engineer upon request.
- 4.4.3 Calibration of test equipment shall conform to Section 8-03, "Field Tests," of the Caltrans *Construction Manual*.

- 4.4.4 When nuclear test equipment is used to determine soil, aggregate or asphalt concrete compaction, such equipment shall be calibrated on Caltrans' standard density blocks. Calibration arrangements should be made by contacting a Caltrans authorized 3rd party calibrator, a Caltrans Independent Assurance Sampler and Tester, or a Caltrans Radiation Safety officer. A minimum of 3 working days advance notice is required for nuclear gage calibration. Nuclear gages not calibrated on Caltrans' standard density blocks shall not be accepted. Specified calibration tables for each device shall be used for all State and Federally-funded contracts on the NHS. All nuclear gage compaction tests conducted without Caltrans' calibration tables shall be reported "Unacceptable" by Caltrans' IA personnel authorized 3rd party calibrator.
- 4.4.5 Upon proper calibration, a decal shall be firmly affixed to each piece of calibrated equipment. Decal type and required information are specified on page 63, Appendix B, of the Caltrans *Quality Assurance Program Manual*. A manufacturer's or service Contractor's decal is acceptable as long as the above-required information is readily available.
- 4.4.6 Should such decal become unreadable or lost, then the equipment is to be re-calibrated as soon as possible. Where such equipment either requires repair or cannot be repaired, a timely repair or replacement shall be secured.
- 4.4.7 All laboratories shall maintain their laboratory testing equipment in accordance with recognized national calibration standards.

4.5 Use of Caltrans to Perform Equipment Calibration

- 4.5.1 Should the City choose to utilize a Caltrans laboratory to perform equipment calibration, the City and/or Caltrans District Local Assistance Engineer (DLAE) must furnish the following to the appropriate Caltrans District Materials Engineer:
- A. A letter requesting required testing services (letter should note if ASTM methods shall be used in lieu of the California Test Method (CTM));
 - B. Specific instruction on how the Agency is to be billed;
 - C. An Engineering Authorization number provided by the Caltrans DLAE.
- 4.5.2 An advance deposit (procedures and amounts of advance deposits vary by Caltrans Districts) is required to cover the cost of calibration done by Caltrans. All such requests shall be made through the appropriate Caltrans DLAE.

4.6 Manufactured and Assembled Materials

- 4.6.1 The City may permit the use of certain manufactured products, materials or assemblies accompanied by a Certificate of Compliance prior to sampling and testing, provided these products, materials or assemblies do not involve structural integrity or safety to the public. Additionally, these items must have a history of having met specifications based upon

previous sampling and testing. The manufacturer of the products, materials or assemblies shall sign the Certificate of Compliance and state that the included materials and workmanship conform in all respects to the project specifications.

4.7 Certificate of Compliance

- 4.7.1 Acceptance of manufactured and prefabricated structural materials shall be based on either a Certificate of Compliance and/or source inspection by the City, qualified Consultant, or Caltrans authorized personnel.
- 4.7.2 The contract documents should specify which materials require a Certificate of Compliance. For such specified materials, the Engineer is responsible for insuring that a Certificate of Compliance is furnished with each lot of these materials delivered to the work site. The certified material lot number and project number shall be clearly identified on the certificate and on lot tags affixed or stenciled to the released materials. All materials accepted on the basis of a signed Certificate of Compliance shall be referenced by project inspectors to daily inspection reports and laboratory releases. Certified materials such as Portland Cement and Asphalt products shall be sampled for testing as indicated in the "Size, Frequency and Location of Sampling and Testing Tables" (Exhibit "A") (hereinafter referred to as "Frequency Tables").
- 4.7.3 Manufactured products, materials or assemblies used on the basis of a Certificate of Compliance may be sampled again at the job site and tested at any time during the life of the contract. Items found later not in conformance with contract requirements shall be subject to rejection whether in place or not. The form and distribution of Certificates of Compliance shall be acceptable to the DLAE. A Certificate of Compliance for each item shall be kept in the Engineer's file.

4.8 Performing Independent Assurance Sampling and Testing

- 4.8.1 Independent Assurance sampling and testing is mandatory for all NHS projects. Caltrans shall perform the Independent Assurance Sampling and Testing. The Engineer shall schedule on a timely basis with the Caltrans Materials Engineer, the Independent Assurance testing of his/her personnel responsible for the Acceptance testing on the project. The frequency of Independent Assurance Sampling and Testing to be performed or witnessed by the Independent Assurance personnel are listed in the Caltrans *Quality Assurance Manual*.
- 4.8.2 Independent Assurance samples are taken at random for the purpose of making independent checks on the reliability of the Acceptance Test results. Both Independent Assurance Test samples and Acceptance Test samples should be taken from the same point in the material delivery process, and are split samples for purposes of comparing test results between Independent Assurance Sampling and Testing personnel and field laboratory (acceptance) tester. Independent Assurance Sampling and Testing does not have to be performed on materials actually incorporated into the work. The tests, however, shall be performed while a project is active and the same acceptance tester and testing equipment shall be used for the project. The split sample is to be tested separately by the field acceptance testing laboratory

person and by the Independent Assurance laboratory person using separate equipment. Independent Assurance samples are to be tested on equipment that is not assigned to the project.

- 4.8.3 All sampling by Independent Assurance testing personnel must be identified as an Independent Assurance sample even when the number of samples or tests may exceed the sampling schedule. Such identity must be maintained throughout the testing procedure. Independent Assurance samples shall be kept under the direct control of the Independent Assurance sampler until they are shipped or delivered to the testing laboratory.
- 4.8.4 Acceptance tester results are compared with Independent Assurance results by the Caltrans District Materials Engineer. The Engineer is responsible to see that the frequency of Independent Assurance testing is conducted in accordance with the Caltrans *Quality Assurance Program Manual*. The Caltrans District Materials Engineer is responsible for the resolution of testing differences and reporting results to the Engineer in a timely manner.
- 4.8.5 Poor correlation between Acceptance Testers' results and the Independent Assurance Testers' results indicate probable deficiencies with the job quality acceptance sampling and testing procedures. Independent Assurance samples and tests are not to be used for determining compliance with contract requirements. The frequency of Independent Assurance Sampling and Testing is described in the Caltrans *Quality Assurance Program Manual*, Section 3-13, "Performing Independent Assurance Sampling and Testing Functions."
- 4.8.6 The following are the procedures to follow for Independent Assurance Sampling and Testing when performed on all NHS local Agency contracts:
- A. Independent Assurance Sampling and Testing is required for each Federal-Aid contract on NHS. The Caltrans DLAE is responsible for assuring that there is a continual process in the district where the Engineer and the Independent Assurance laboratory are notified prior to the start of work. This is accomplished by forwarding a copy of the PS&E package to the District Materials Engineer for review and determination of the required Independent Assurance requirements. The Independent Assurance requirements are then sent to the DLAE on Form MR-0102, "Independent Assurance Sampling and Testing." The Independent Assurance requirements are determined from the Caltrans *Quality Assurance Program Manual* and are recorded on either the "Report of Witness Test" (Form MR-0103) or the "Corroboration Report" (Form MR-104). Results are retained in summary on the "Independent Assurance Sampling and Testing Log Summary Sheet" (See the Caltrans *Quality Assurance Program Manual*, Appendix C for examples of forms mentioned above). The frequency of Independent Assurance Sampling and Testing is specified in Table 1, "Frequency of Split Sample and Witness Tests" of the Caltrans *Quality Assurance Program Manual*. The DLAE is responsible for assuring that acceptance testing and Independent Assurance Activities are monitored by the Engineer during the construction phase of each Federal-Aid project on the NHS.
 - B. The Engineer is responsible for the timely notification of the appropriate Material Laboratory when Independent Assurance Testing is needed.

- C. Independent Assurance samples are to be tested on a priority basis. Independent Assurance testing personnel are to promptly compare test results with Acceptance Tests performed by project personnel. Acceptability of the purpose of satisfying Independent Assurance requirements rests solely with comparing test results, not on meeting contract requirements. The District Materials Engineer is responsible for resolving differences when Independent Assurance sampling and testing results compare poorly with acceptance sampling and test results. The District Materials Engineer shall immediately report the poor comparison results to the Engineer by telephone or fax. He/she shall also transmit to the Engineer, the "Corroboration Report." A copy shall also be sent to the DLAE.
- D. The District Materials Engineer shall immediately initiate follow-up actions whenever poor comparisons are noted between Independent Assurance and Acceptance Test results. Independent Assurance Testing personnel's follow-up actions may include further Independent Assurance sampling and testing, and the results placed in the Engineer's file, with a copy furnished to the Caltrans DLAE. The District Materials Engineer shall continue follow-up actions until the discrepancies are resolved.
- E. The appropriate Materials Laboratory shall retain the original "Independent Assurance Sampling and Testing Log Summary." If a Consultant Independent Assurance is used then a copy of the log summary for each acceptance tester shall be submitted to the Engineer upon project completion. This copy shall be retained in the construction project files.
- Note: The use of the following Caltrans forms for local Agency projects is on an optional basis for reporting Independent Assurance activities and/or results and information relating to Independent Assurance. The local Agency or its Consultant testing organization may use any similar form that provides the same information as the forms listed below:
- "Independent Assurance Sampling and Testing" (Form MR-0102)
 - "Report of Witness Tests" (Form MR-0103)
 - "Corroboration Report" (Form MR-0104)
 - "Independent Assurance Sampling and Testing Log Summary" (Form MR0110)
- F. Independent Assurance testing is to be done in a manner that shall avoid needless duplication. The construction sampling and/or testing person may be working on several different construction projects concurrently, utilizing the same equipment during the same time period. When this is the case, it is not necessary to make Independent Assurance tests for all projects. Instead, the results can be incorporated into each appropriate project file to show that the sampler and/or tester has been performing the job correctly, and that the testing equipment is in proper working order.
- G. In order to provide required documentation for multiple construction projects as described above, each Independent Assurance sampling or test result shall be entered into the Independent Assurance Sampling and Testing Log Summary for the person tested. This

summary is retained by the Independent Assurance personnel and shall be readily available for future reference. Applicable contracts, sample identification numbers, and tests performed can be traced to the Independent Assurance Sampling and Testing Log Summary. Copies of the Independent Assurance Sampling and Testing log summary for each acceptance sampler and tester shall be provided to each affected Engineer for inclusion in their respective files.

4.9 Frequency of Testing

- 4.9.1 The frequency of testing is to be performed per the sampling and testing frequency tables within the most current California Department of Transportation Quality Assurance Program (QAP) Manual or the project specifications, whichever is most stringent.
- 4.9.2 Whenever failures occur, sufficient additional acceptance tests should be taken to isolate the affected work. Documentation of the results of such additional tests shall be included in the records, including a description of the corrective measures taken.
- 4.9.3 Relatively minor quantities of construction materials may be accepted without testing provided acceptance conforms to the conditions stated below. Generally, this provides for accepting minor quantities of materials from a commercial source that is known to be a supplier of specification material.
- 4.9.4 The Engineer, on the basis of a visual examination, may accept minor quantities of materials without testing, provided the source of the supplies has recently furnished similar materials found to be satisfactory using Caltrans sampling and testing requirements.
- 4.9.5 Acceptance of a product may be established on the basis of certification by the manufacturer or supplier that the material furnished complies with all specification requirements.
- 4.9.6 Documentation for acceptance of material as described above must be provided and included in the project records. The documentation should include statements in the project inspector's reports that clearly indicate conditions under which the material was accepted.

5.0 TESTING FREQUENCY

Exhibit "A" of this document provides a guide for sampling and testing required for various materials and products that are used on a Public Works Project or Non-National Highway System Project. For Projects that are State or National Highway Systems, the sampling frequency shall be as stated in the most current California Department of Transportation Quality Assurance Program (QAP) Manual or the project specifications, whichever is most stringent. Close adherence to the sample size requirement avoids the unnecessary delay and expense of obtaining supplementary samples to complete the tests.

The frequency of sampling is intended as a guide under normal conditions. Material well within specifications and uniform in character may result in less frequent sampling and testing, whereas borderline materials may need an increase in the frequency of testing to assure specification

compliance. Materials supplied from reliable sources and proven by frequent testing to be of uniform high quality, may subsequently receive less sampling and testing than indicated in the Frequency Testing Tables; however, any deviation from the prescribed frequency must be noted and explained in the material testing records. When materials are being furnished intermittently, with interruptions of several days or weeks, the frequency of sampling and testing should be increased to assure that specification materials are being incorporated into the work.

Whenever failures occur, sufficient additional acceptance tests should be taken to isolate the affected work. Documentation of the results of such additional tests shall be included in the records, including a description of the corrective measures taken.

Relatively minor quantities of construction materials may be accepted without testing provided acceptance conforms to the conditions stated below. Generally, this provides for accepting minor quantities of materials from a commercial source that is known to be a supplier of specification material.

The Engineer, on the basis of a visual examination, may accept minor quantities of materials without testing provided the source of the supplies has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements.

Acceptance of a product may be established on the basis of certification by the manufacturer or supplier that the material furnished complies with all specification requirements.

Documentation for acceptance of material as described in paragraphs 1 and 2 above must be provided and included in the project records. Documentation should include statements in the project inspector's reports that clearly indicate conditions under which the material was accepted (e.g., description, quantity, location, where placed, certification numbers and/or other accompanying data).

6.0 RECORDS

All material records of samples and tests, material releases and Certificates of Compliance for a given project shall be incorporated into the Engineer's project file. This file shall be organized as described in Section 16.8, "Project Files," of the Caltrans Local Assistance Procedures Manual. The complete project file shall be available at a single location for inspection by Caltrans and FHWA personnel at any time during the construction project. The file shall be available at the local Agency administrative office for at least three years following the date of final payment. The use of a "Summary Log," as described in "Acceptance Sampling of Testing," facilitates reviews of material sampling and testing by Caltrans and FHWA reviewing personnel, and assists the Engineer in tracking the frequency of testing.

When two or more projects are being furnished materials simultaneously from a single plant, it is not necessary to secure separate samples for each project; however, individual test reports are to be supplied to complete the records for each project.

7.0 PROJECT CERTIFICATION

Upon completion of the project, a "Materials Certificate" shall be completed by the Engineer. The City shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the local Agency construction records. The Construction Manager in charge of the construction function for the City shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certificate," including changes by virtue of contract change order

REFERENCES

1. State of California, Department of Transportation LAPM Chapter 16. June 10, 2011 Edition
2. State of California, Department of Transportation QAP Manual, revised January 20, 2011

EXHIBIT "A"

Minimum Testing Frequency

Concrete Aggregate:

Conformance Testing Verification (within 12 months)

Sieve Analysis	CTM 202
Sand Equivalent (SE)	ASTM D2419 CTM 217
LA Tattler ^{Rattler}	ASTM C131 CTM 211
Sodium Soundness	ASTM C88
Organic Impurities	ASTM C40
Specific Gravity of Aggregate	CTM 206/207
Durability of Aggregate	CTM 229

Concrete:

Frequency: Initial and at least every 300CY

Slump	CTM 556
Air Content	CTM 504
Compressive Strength	CTM 521
Making of Concrete Cylinder	CTM 540
Density Test	CTM 518
Temperature	CTM 557

Asphalt Mix Design:

Frequency: 1 per mix per project

Sieve Analysis	CTM 202
Sand Equivalent (SE)	CTM 217
LA Rattler	CTM 211
Specific Gravity (agg)	CTM 206/207
Optimum Oil content	CTM 367
Maximum Density (Hveem)	CTM 304/308
Maximum Theoretical Density	CTM 309

Paving Asphalt/Liquid Asphalt/Asphalt Emulsion:

Frequency: Certificate of Compliance

EXHIBIT "A"

Minimum Testing Frequency - Continued

Asphalt Concrete Mixture:

Frequency: Every 500 tons of Placement or 1 per day

Oil Content	CTM 382
Gradation Analysis	CTM 202
Maximum Density (Hveem)	CTM 304/308
Maximum Theoretical Density	CTM 309
HVEEM Stability	CTM 366

Aggregate Base/Aggregate Subbase:

Frequency: Initial and 1 for every 3000 tons or source change

Sieve Analysis	CTM 202
Durability	CTM 229
R-Value	CTM 301
Sand Equivalent	CTM 217
Moisture (1 daily if paid by weight)	CTM 226
Relative Density (as necessary for acceptance)	CTM 231
Laboratory Relative Compaction	CTM 216

Soil:

Frequency: Every Soil change (2 minimum per project)

Maximum Density/Optimum Moisture	CTM 216
Expansion Index	ASTM D4829
Relative Compaction in place (as needed)	CTM 231

EXHIBIT “2”

SCHEDULE

A. Task Order 11 – Schedule

EXHIBIT 2: SCHEDULE

Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than three (3) calendar days following issuance of Notice to Proceed (NTP). It is anticipated that performance of the work will be completed within ninety (99) calendar days from commencement. In no event shall performance of the work be completed later than one-hundred twenty (129) calendar days from NTP without the prior written authorization of the City. If Consultant fails to complete the work within this time period, City may avail itself of any and all remedies provided for in this Agreement.

EXHIBIT “3”

FEE SCHEDULE

The Consultant shall maintain separate costs and shall identify the specific costs. The costs under this task order shall include:

A. Task Order 11 – Fee Schedule

EXHIBIT 3: FEE SCHEDULE*

TASK		EST	UNIT	UNIT	TOTAL
NO.	DESCRIPTION	QTY		PRICE\$	PRICE\$
1.	PROJECT MANAGEMENT	1	LS	\$15,340.00	\$15,340.00
2.	CONTRACTOR MATERIAL SUBMITTALS				
a.	Concrete Aggregate Conformance, Certificate of Compliance and Test Data	1	EA	\$300.00	\$300.00
b.	Concrete Mix Design, Certificate of Compliance and Test Data	95	EA	\$25.00	\$2,375.00
c.	Asphalt Mix Design, Certificate of Compliance and Test Data				
i.	Mix Design and Certificate of Compliance	2	EA	\$300.00	\$600.00
ii.	Sieve Analysis, CTM 202	2	EA	\$25.00	\$50.00
iii.	Sand Equivalent (SE), CTM 217	2	EA	\$25.00	\$50.00
iv.	LA Rattler, CTM 211	2	EA	\$25.00	\$50.00
v.	Specific Gravity (agg), CTM 206/207	2	EA	\$25.00	\$50.00
vi.	Optimum Oil content, CTM 367	2	EA	\$25.00	\$50.00
vii.	Maximum Density (HVEEM), CTM 304/308	2	EA	\$25.00	\$50.00
viii.	Maximum Theoretical Density, CTM 309	2	EA	\$25.00	\$50.00

EXHIBIT 3: FEE SCHEDULE*

TASK					
NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE\$	TOTAL PRICE\$
d.	Paving Asphalt/Liquid Asphalt/Asphalt Emulsion Certificate of Compliance	1	EA	\$300.00	\$300.00
3. SAMPLING, TESTING AND INSPECTION					
a.1	Type C2 PG 70-10 for Surface Course: Asphalt Concrete Mixture (Every 500 tons of Placement or 1 per day)				
	i. Oil Content, CTM 382	19	EA	\$220.00	\$4,180.00
	ii. Gradation Analysis, CTM 202	19	EA	\$190.00	\$3,610.00
	iii. Maximum Density (HVEEM), CTM 304/308	19	EA	\$220.00	\$4,180.00
	iv. Maximum Theoretical Density, CTM 309	19	EA	\$95.00	\$1,805.00
	v. HVEEM Stability, CTM 366	19	EA	\$250.00	\$4,750.00
a.2	Type B PG 70-10 for Base Course: Asphalt Concrete Mixture (Every 500 tons of Placement or 1 per day)				
	i. Oil Content, CTM 382	27	EA	\$220.00	\$5,940.00
	ii. Gradation Analysis, CTM 202	27	EA	\$190.00	\$5,130.00
	iii. Maximum Density (HVEEM), CTM 304/308	27	EA	\$220.00	\$5,940.00
	iv. Maximum Theoretical Density, CTM 309	27	EA	\$95.00	\$2,565.00

EXHIBIT 3: FEE SCHEDULE*

TASK		EST	UNIT	UNIT	TOTAL
NO.	DESCRIPTION	QTY		PRICE\$	PRICE\$
	v. HVEEM Stability, CTM 366	27	EA	\$250.00	\$6,750.00
b.	Decomposed Granite				
	i. Relative Compaction In-place, CTM 231	2	EA	\$135.00	\$270.00
c.	Aggregate Base (Initial and 1 for every 3,000 tons or source change)				
	i. Sieve Analysis, CTM 202	37	EA	\$180.00	\$6,660.00
	ii. Durability, CTM 229	37	EA	\$250.00	\$9,250.00
	iii. R-Value, CTM 301	37	EA	\$270.00	\$9,990.00
	iv. Sand Equivalent (SE), CTM 217	37	EA	\$120.00	\$4,440.00
	v. Moisture, CTM 226	37	EA	\$20.00	\$740.00
	vi. Relative Density, CTM 231	37	EA	\$135.00	\$4,995.00
	vii. Laboratory Relative Compaction, CTM 216	37	EA	\$210.00	\$7,770.00
d.	Soil/Subgrade (Every Soil Change, 2 minimum per project)				
	i. Maximum Density/Optimum Moisture, CTM 216	46	EA	\$200.00	\$9,200.00

EXHIBIT 3: FEE SCHEDULE*

TASK NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE\$	TOTAL PRICE\$
ii.	Expansion Index, ASTM D4829	46	EA	\$130.00	\$5,980.00
iii.	Relative Compaction In-place, CTM 231	46	EA	\$135.00	\$6,210.00
TOTAL COST NOT TO EXCEED**					\$129,620.00
TOTAL COST AMOUNT WRITTEN IN and twenty dollars		<u>One hundred, twenty-nine thousand, six hundred</u>			

* Payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Services as required in Exhibit 1. No separate payments shall be made for hourly rates, minimums, travel/mileage, subcontractors, outside services, preparation, per diem, reviews/signature, postage/freight, reproduction, etc.; unit prices as shown on EXHIBIT 3 shall be all-inclusive.

** Hours are for progress tracking purposes only. This is a lump sum not to exceed contract to provide services as described in Exhibit 1, *complete*. Additional hours and associated costs will only be considered for change in scope and must be authorized in writing prior to expenditure.

CONVERSE CONSULTANTS

Prevailing Wage Schedule of Fees Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2021.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (all including vehicle and equipments)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing, includes concrete batch plant and local steel fabrication inspections)	\$125
DSA Masonry Inspector	125
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	130
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	125
Sample Pick-up	70

Professional Services (Consultation for Field and Office if

requested) Staff Professional	\$120
Senior Staff Professional	135
Project Professional	150
Project Manager	165
Senior Professional	165
Principal Professional	195

Laboratory Testing Laboratory Technician

Per Test

(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services Schedules of Fees, unit price including report and engineer's review time)

Office Support

Clerical/Word Processing	\$80
Drafting	90
CAD Operator/Drafting Manager	90

Overtime and special shift rates for Field Technical Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date.

CONVERSE CONSULTANTS

Schedule of Fees

Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which include test report and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488.....	10.00
Engineering Classification, ASTM D2487	15.00
Moisture Content	
▪ Moisture Content & Dry (Bulk) Density, ASTM D2216 & D2937	25.00
▪ Moisture Content, ASTM D2216	10.00
Shrinkage Limit, ASTM D427	85.00
Atterberg Limits, ASTM D4318	
▪ Several points	100.00
▪ One point.....	50.00
Particle Size Analysis, ASTM D422	
▪ Fine Sieve (From #200 to #4)	100.00
▪ Coarse and Fine Sieve (From #200 to 3 in).....	180.00
▪ Hydrometer	85.00
Percent Passing #200 Sieve, ASTM D1140.....	60.00
Specific Gravity	
▪ Fine (passing #4 sieve), ASTM D854.....	90.00
▪ Coarse (retained on #4 sieve), ASTM C127	90.00
Sand Equivalent Test	90.00
Double Hydrometer Dispersion, ASTM D4221.....	150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557-91	
▪ Method A or B	200.00
▪ Method C (6-inch mold).....	210.00
California Impact Method (Caltrans 216).....	200.00
R-value, ASTM D2844.....	250.00
California Bearing Ratio (CBR), ASTM D1883	
▪ 1 point	150.00
▪ 3 point	350.00
Relative Density	
▪ 0.1 cubic foot mold.....	200.00
▪ 0.5 cubic foot mold.....	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	20.00
Direct Shear	
▪ Quick Test.....	75.00
▪ Consolidated - Drained (granular soil) ASTM D3080.....	175.00
▪ Consolidated - Drained (fine grained soil), ASTM D3080.....	260.00
▪ Consolidated - Undrained (fine grained)	150.00
▪ Residual Strength, per Cycle	60.00
▪ Remolded Specimens.....	60.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM 2166	100.00
Unconsolidated - Undrained, ASTM D2850	110.00
Consolidated - Undrained (per point)	700.00
Consolidated - Drained (per point)	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimens	60.00

CONSOLIDATION AND SWELL COLLAPSE TESTS

8 Load Increments	220.00
Additional load increment.....	40.00
Time-Ratio, per load increment.....	80.00
Single Point (collapse test).....	80.00
Single Load Swell, ASTM D4546	
▪ Ring Sample, Field Moisture	85.00

▪ Ring Sample, Air Dried	85.00
Remolded Sample	60.00
Expansion Index Test, UBC 29-2/ASTM D4829	130.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434.....	250.00
Falling Head Flexible Wall, ASTM D5084.....	300.00
Triaxial Permeability, EPA 9100.....	350.00
Remolded Specimen.....	60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	230.00
Organic Content, ASTM D2974	75.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2021.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in the Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing, in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U. S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turn-around for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turn-around to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with the ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 22-inch-diameter (2.416-inch inside diameter) brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon.

CONVERSE CONSULTANTS
Schedule of Fees
Materials Testing Services

Compensation for laboratory testing services will be based on rates in accordance with this schedule which include test report and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2021.

AGGREGATES

Moisture Content (ASTM D2216)	\$10.00
Particle Size Analysis	
▪ Coarse (ASTM C136), each	100.00
▪ Coarse and fine (ASTM C136 & 137), each	180.00
▪ Specific Gravity & Absorption	
▪ Coarse Aggregate (ASTM C127)	85.00
▪ Fine Aggregate (ASTM C128)	85.00
▪ Unit weight per cubic foot (ASTM C29)	75.00
▪ Soundness-Sodium or Magnesium (ASTM C88), each	200.00
▪ Potential Alkali Reactivity (ASTM D289)	300.00
▪ Freeze Thaw Soundness	175.00
▪ Los Angeles Abrasion, per class (ASTM C131, C535)	210.00
▪ Sand Equivalent (ASTM D2419)	90.00
▪ Lightweight Particles (ASTM C123), each	85.00
▪ Clay Lumps and Friable Particles (ASTM C142), each	120.00
▪ Stripping test (ASTM D1664), each	85.00
▪ Organic impurities (ASTM C40)	75.00
▪ Durability	By Quote

CONCRETE TESTS

Laboratory Trial Batch (ASTM C192)	By Quote
Laboratory Mix Design, historical data	By Quote
Compression Test, 6" x 12" cylinder (ASTM C39), each	40.00
Light Weight Concrete	
▪ Compression	40.00
▪ Unit Weight	50.00
Specimen preparation, trimming or coring, each	60.00
Bond Strength (ASTM C321)	
▪ Prepared by Converse	150.00
▪ Prepared by Others	80.00
Core Compression Test (ASTM C12), each	60.00
Flexure test, 6" x 6" beams (ASTM C78), each	110.00
Modulus of Elasticity - Static (ASTM C469), each	150.00
Length Change (3 bars, 5 readings each, up to 26 days) (ASTM C157)	320.00
Splitting Tensile, 6" x 12" cylinders, each	80.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 mi. of office, stand-by extra)	
ASTM/UBC, hourly rate schedule, or each Cylinder	95.00
Field Concrete Control (same as above plus air content test) ASTM/UBC, hourly rate schedule, or each Cylinder	95.00
Hold Cylinder	7.00
Cylinder Mold sent to job site but not casted by Converse or returned to Converse	5.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each	20.00
Absorption, each	50.00
Compression, each	55.00
Shrinkage (ASTM C426), each	100.00
Net Area and Volume, each	25.00
Masonry Blocks, per set of 9	450.00
Masonry Core Compression, each	55.00
Masonry Core Shear, each	55.00
Masonry Core Trimming, each	55.00
Compression Test, grouted prisms, 8" x 8" x 16", each	120.00
Compression Test, grouted prisms, 12" x 16" x 16", each	130.00

Compression Test

▪ 2" x 4" Mortar Cylinder, each	35.00
▪ 3" x 6" Grout Prisms, each	35.00
▪ 2" Cubes (ASTM C109), each	35.00
Cast by others	35.00
Mortar or Grout Mix Designs	By Quote

FIREPROOFING TESTS

Oven Dry Density (per sample)	60.00
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MOISTURE EMISSION TEST

Moisture Emission Test Kit	60.00
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ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927	200.00
Marshall ASTM D1559, ASTM D2726	200.00
Measured Maximum Specific Gravity of Mix (ASTM D2041) (Rice Method), each	95.00
Void Analysis of Cores or Marshall Specimens	
Calculations Only (ASTM D3203) set of 2 or 3	60.00
Laboratory Mixing of Asphalt & Concrete, per sample	75.00
Complete Asphalt Concrete Mix Design (Hveem or Marshall)	By Quote
Extraction of Asphalt and Gradation (ASTM D2172, Method B) Or California 310, including ash correction, each	210.00
Extraction of Rubberized Asphalt and Gradation, each	250.00
Specific Gravity (ASTM D2726 or ASTM D1188)	
▪ uncoated	95.00
▪ coated	105.00
Immersion-Compression	400.00
Particle coating (ASTM 2489)	55.00
Stripping (ASTM D1664)	70.00
Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or by products	220.00
Retained Strength (ASTM D1074/D1075)	
6 specimens	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens	By Quote
CBR, ASTM D1883, including M/D curve, 1 point	350.00
Asphalt Temperature	15.00

STRUCTURAL STEEL

Tensile Test, #9 Bar or Smaller, each	50.00
Bend Test, #9 Bar or Smaller, each	50.00
Tensile Test, #10 Bar or Greater, each	280.00
Tensile Test, #14 Bar, each	310.00
Rebar coupler tensile test	100.00
Tensile Test, Welded #9 Bar or Smaller, each	100.00
Tensile Test, Welded #10 Bar or Greater, each	280.00
Tensile Test, Welded #14 Bar, each	310.00
Tensile Test, Mechanically Spliced Bar, #9 Bar or Smaller, each	180.00
Tensile Test, Mechanically Spliced Bar, #10 Bar or Greater, each	350.00

HIGH STRENGTH BOLT, NUT, AND WASHER

TESTING Wedge Tensile Test for A490 Bolts	
Under 100,000 lbs, each.....	55.00
Over 100,000 lbs, each.....	65.00
Wedge Tensile Test for A325 Bolts	
Under 100,000 lbs, each.....	60.00
Tensile Test – Anchor Bolts, tested with displacement	
transducers, each.....	300.00
Nut - Hardness, Proof, and Cone Proof Load Test, each	50.00
Washer - Hardness, each.....	35.00
A325 or A490 – Bolt hardness only, each	35.00
Bolt A325 or A490	
Wedge Tensile Under 100,000 lbs, and Hardness, each	85.00
Wedge Tensile Over 100,000 lbs, and Hardness, each	100.00
Bolt, Nut, and Washer - All Tests per set with bolts	
Under 100,000 lbs.....	300.00
Over 100,000 lbs.....	380.00

NOTES:

- (1) See *Geotechnical Laboratory Testing Schedule of Fees* for soil testing.
- (2) Hourly rates are available upon request.
- (3) Field laboratory rates are available upon request.
- (4) Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

STAFF REPORT
City of Lancaster

CC 7
2/22/2022
JC

Date: February 22, 2022

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Construction Award of Bid and Approval of Purchase of Iteris Video Detection Systems – PWCP 22-004 - 2022 Summer Pavement Management Program

Recommendations:

1. Award of PWCP 22-004, 2022 Summer Pavement Management Program, to C.A. Rasmussen, Inc., of Valencia, California, in the amount of \$7,628,021.25 plus a 10% contingency, to repair and resurface approximately eleven and a half (11.5) lane-miles of streets, as part of the City’s Pavement Management Program (PMP). Authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).
2. Approve the purchase of five (5) Video Detection Systems from Iteris, Inc., in the amount of \$141,382.40.
3. Recognize \$250,000.00 of grant fund revenue from the State of California, Department of Resources Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program for Construction (CON) funds to Revenue Account Number 349-3301-102 and appropriate to Expenditure Account Number 349-12ST048-924.

Fiscal Impact:

\$8,532,205.78 (including 10% contingency) to be awarded; with these actions, sufficient funds are available in Capital Improvements Budget Account Numbers 209-12ST048-924, 349-12ST048 924, and 701-12ST048-924.

Background:

The proposed project will be the ninth project funded, in part, with road bond funds in addition to Proposition C funds and CalRecycle funds. The proposed project will include approximately 11.5 lane-miles of roadway repair and rehabilitation in the following project areas: (1) Division Street from Avenue I to Avenue J, and (2) 20th Street West from Avenue K to Avenue L.

As part of this project, bike lanes will be striped at five (5) intersections that currently do not have the capacity to detect bicycles. In order to provide the safest and most efficient user experience to the cyclists, it is important that the City upgrade the video detection systems at these intersections. On January 19, 2022, Finance approved a Sole Source/Standardization Purchase Request of Iteris Next Video Detection Systems for use at these intersections.

On September 29, 2021, City staff submitted an application to CalRecycle for the award of grant funds under the Rubberized Pavement Grant Program for Fiscal Year 2021-2022. On December 16, 2021, City staff was notified by CalRecycle that the funding was approved for the Rubberized Pavement Grant Program.

Per Section 2.2 of the Existing Community Workforce Agreement (“CWA”), this project is subject to the CWA by and between the City of Lancaster and Los Angeles/Orange Counties Building and Construction Trades Council, and the Signatory Craft Councils and Unions (“CWA”). The PWCP 22-004 contract documents were prepared, and the project was advertised accordingly. Per Section 2.6(b) of the CWA, Letters of Assent shall be submitted by the Contractor and each of its subcontractors, of whatever tier, forty-eight (48) hours prior to commencement of work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

On January 11, 2022, at 11:00 a.m., the City conducted an electronic bid opening for PWCP 22-004 via PlanetBids. C.A. Rasmussen, Inc., was the lowest responsive bidder amongst four (4) bids. The responsive bids were as follows:

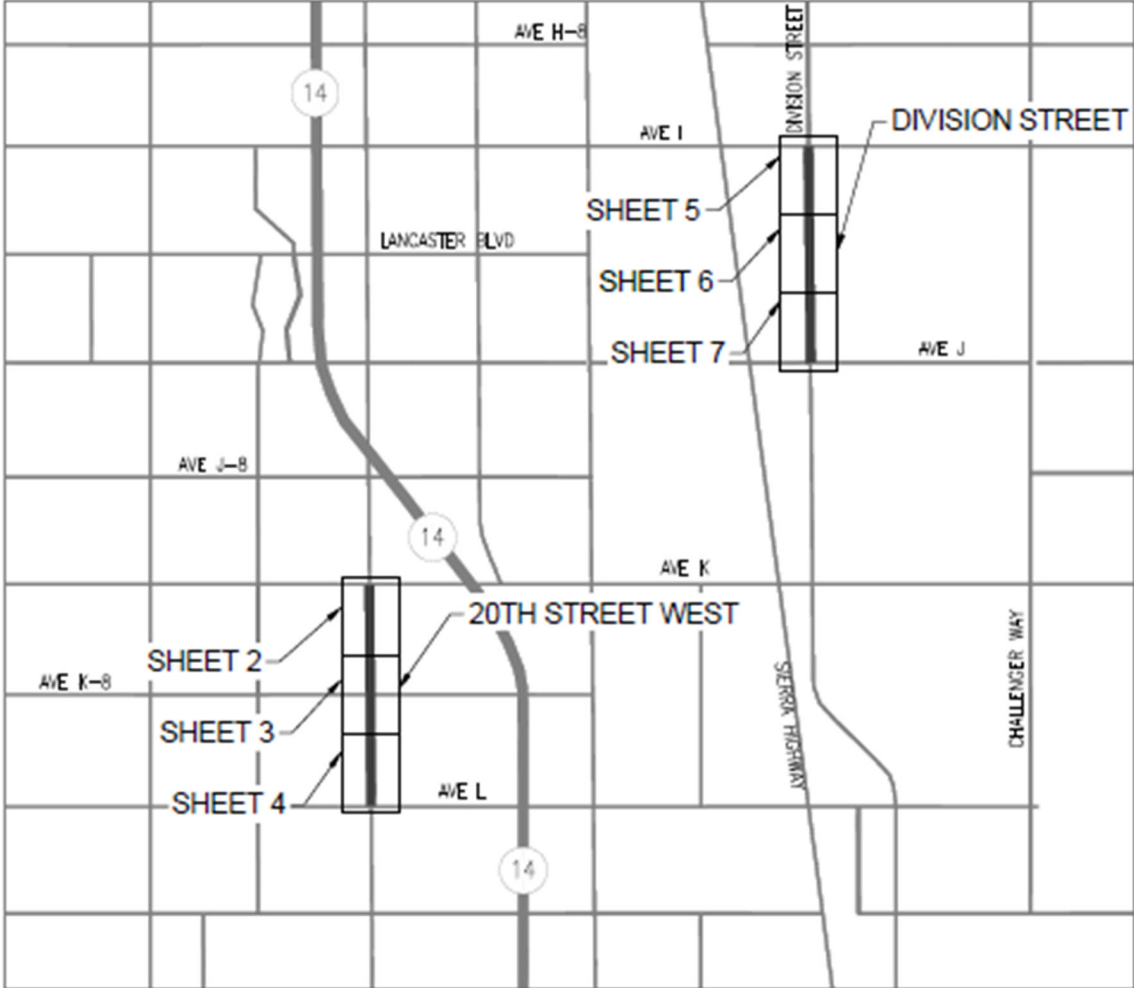
<u>Contractor</u>	<u>City</u>	<u>Bid Amounts</u>
1. C.A. Rasmussen, Inc.	Valencia, CA	\$7,628,021.25
2. R.C. Becker & Son, Inc.	Santa Clarita , CA	\$7,902,403.76
3. Sully-Miller Contracting Company	Brea, CA	\$8,037,000.00
4. Granite Construction Company	Lancaster, CA	\$9,498,402.25
Engineer's Estimate		\$ 6,778,081.00

FL:vw

Attachment:
Vicinity Map

PWCP 22-004 SUMMER PAVEMENT MANAGEMENT PROGRAM
VICINITY MAP

20TH STREET WEST & DIVISION STREET



CITY OF LANCASTER: LOCATION MAP
NTS



STAFF REPORT
City of Lancaster

CC 8
2/22/2022
JC

Date: February 22, 2022

To: Mayor Parris and City Council Members

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

Subject: **Approval of the Annual Report for the Downtown Lancaster Property and Business Improvement District**

Recommendation:

Approve the Downtown Lancaster Property and Business Improvement District (PBID) Annual Report for 2021 submitted by The BLVD Association.

Fiscal Impact:

None.

Background:

In July 2013, with the overwhelming support of more than 73% of downtown property owners, the Lancaster City Council established the Downtown Lancaster PBID. This marked the transition of The BLVD Association, an organization of downtown merchants founded in 1989, from a Parking and Business Improvement District (BID) which generated approximately \$25,000.00 annually for promotion of the downtown area to a Property and Business Improvement District (PBID) which generates more than \$300,000.00 annually.

These funds are utilized by The BLVD Association to create a more vibrant downtown and help its member businesses thrive. Funds are allocated in three major categories: Clean & Safe, Marketing and Promotions, and Administration & Advocacy.

Clean & Safe

In 2021, The BLVD Association’s Clean & Safe Committee continued its focus on maintenance and security services in the form of Clean Teams and The BLVD Ambassadors. Two Clean Teams from local nonprofit Desert Haven Enterprises continue to conduct cleanup and beautification efforts throughout the downtown district on a weekly basis to ensure the general cleanliness and aesthetic appeal of The BLVD. The Association has also

contracted with Streetplus to continue The BLVD Ambassadors Program, a private security and ambassador program for the downtown district.

In addition, the BLVD was proactive in ensuring the cleanliness of The BLVD as we experienced a second year of COVID-19 challenges.

Marketing & Promotions

The Association continued a variety of marketing efforts to attract patrons to the downtown area. Advertising efforts encompassed newspaper, radio, billboards, television, social media, and the web. The Association also organized and/or participated in several different special events, ranging from the City's Farmers' Market, the Tour De Luc, and annual events such as Small Business Saturday and Magical BLVD Christmas while adhering to social distancing and COVID-19 protocols.

Administration & Advocacy

The third component of the PBID budget and governance is Administration & Advocacy. This category encompasses the administration of Clean & Safe and Marketing & Promotions programs, as well as community involvement and representation.

Due to the continuous rising of operational and administrative contract costs, the BLVD Association unanimously voted to increase the PBID assessments by 3% which is the maximum annual increase allotted. The increase will go into effect in Fall 2022 and will generate an additional \$9,000.00 annually.

AK/sk

Attachment:

The BLVD Association 2021 Annual Report



2021
Annual Report

Introduction

In 2013, The BLVD Association (Association) partnered with the City to establish the Downtown Lancaster Property and Business Improvement District (PBID), the first-ever district of its kind in the City of Lancaster. Through this effort, the downtown area's previous business district was transformed from an entity that generated approximately \$25,000 annually into an organization with more than \$300,000 in resources to promote The BLVD and help its member businesses thrive. The PBID was established for a five-year period, from January 1, 2014 through December 31, 2018. The PBID was renewed in 2018 for a five-year period, from January 1, 2019 through December 31, 2023.

The members of the current board represent a wide range of industries and expertise, from restaurateurs and retailers to professional and personal services:

- President: Elise Cabey, Pilmera VR
- Past-President: Tim Anders, Buckle & Boots
- Treasurer: Valerie Orcutt, Bella West
- Secretary: Araxie Kahramanian, City of Lancaster
- Corey Heimlich, InSite Development
- Mark Hemstreet, Lancaster Chamber of Commerce
- Ramona Evans-Huddleston, Huddleston InsuranceAgency
- Jessica Lane, Monte Vista Building Sites
- Myrle McLernon, McLernon Architecture Group, Inc.
- Lucy Mkrtchian, Olive's Mediterranean Cafe
- Mike Reece, BLVD Flooring Emporium
- Renee Rodriguez, Ride360 Indoor Cycling
- Shandelyn Williams, Antelope Valley Union HighSchool District



The PBID's budget and governance is separated into three distinct categories: Clean & Safe, Marketing & Promotions, and Administration & Advocacy. Each of these categories is guided by a committee comprised of board members and other interested members of the Association. Below is a summary of the activities for each in 2021.

Clean & Safe

In 2021, the Clean & Safe Committee continued its efforts to provide maintenance and security services via Desert Haven Enterprises and The BLVD Ambassadors.

Desert Haven Enterprises

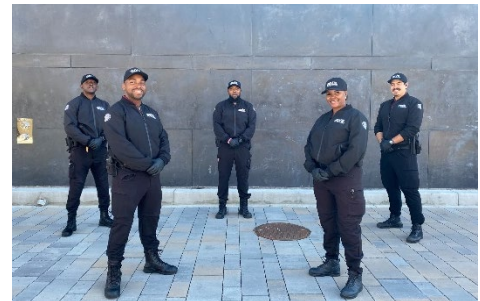
Since 2015, The Association has engaged the services of local nonprofit Desert Haven Enterprises to conduct cleanup and beautification efforts throughout the downtown district. Two Desert Haven crews, dubbed “Clean Teams,” work daily Monday through Friday to ensure the general cleanliness and aesthetic appeal of The BLVD. Services include removing trash and debris, assisting with landscaping, sweeping, cleaning street furniture, and more. Teams work on Lancaster Boulevard as well as all side streets throughout The BLVD district. These services augment the City of Lancaster’s previously existing maintenance services on The BLVD.



Desert Haven Clean Team Hard at Work

The BLVD AMBASSADORS

The Association also contracts with Streetplus who oversee The BLVD Ambassadors, a private security and ambassador program for the downtown district. The BLVD Ambassadors serve to not only augment the security of The BLVD, but also to act as ambassadors who can assist patrons as they frequent downtown destinations. As crime statistics and member feedback alike illustrate that The BLVD is already a very safe area. The BLVD Ambassadors focus primarily on minor quality-of-life issues and customer engagement and through their efforts the BLVD continues to be a safe place to visit.



The BLVD Ambassadors

BLVD Marketing & Promotions

Although COVID-19 continued to place restrictions on social gatherings, The BLVD Association hosted several family centered events, including the Farmer’s Market, Cultural District Family Day, Small Business Saturday, and Christmas on The BLVD.

Farmer's Market

While adhering to social distancing protocols and guidelines, The BLVD continued to host the Farmer's Market offering fresh fruits and vegetables, delicious foods, and other shopping items.



Cultural District Family Day

The community was invited to participate in Cultural Family Day on October 14th which featured live music, vibrant array of performances, stilt walkers, jugglers, and tons of family fun celebrating Lancaster's rich cultural diversity.



Small Business Saturday



2021 marked the eighth annual Small Business Saturday event hosted by The BLVD Association. To capitalize on the national campaign organized by American Express, the Association organized a "Shop Small" incentive program to support Lancaster's downtown business community. The program encouraged

patrons to shop local while providing them an opportunity to win an assorted array of raffle prizes and BLVD gift cards.



Advertising

The Association contracted with a variety of local agencies to attract patrons to the downtown district, with advertising encompassing newspaper, radio, web, and social media. The BLVD also saw an increase of community involvement via The BLVD's social media pages, with Facebook reaching over 18,000 followers and Instagram reaching over 11,000 followers.

Spectrum Commercial

Through The BLVD Association's partnership with Spectrum, Spectrum continued to run the 30-second television and streaming commercial highlighting The BLVD's thrilling music and entertainment venues, superb restaurants, and notable attractions.

Administration & Advocacy

The third component of the PBID budget and governance is Administration & Advocacy. This category encompasses efforts such as administration and business attraction, as well as community involvement and representation.

Business Attraction

Several new businesses were attracted to The BLVD in 2021, including the very stunning, four story, 107-room Marriott Residence Inn:

- BLVD Beauty Boutique
- Borinquen Puerto Rican Restaurant
- Eventually Events
- FIYA Records
- Fusion Involvement
- Kendra Mays Designs
- Marriott Residence Inn
- MOMBOSS Boutique
- Raddy Incorporation Productions
- Resurrection Cycles
- Roher Real Estate Services
- The Bar Barber Shop



Marriott Residence Grand Opening

Each of these businesses contributes to establishing the sought-after target tenant mix to build synergy in downtown Lancaster.

BLVD Business Networking Event



The BLVD Association hosted a BLVD Business Networking Mixer on September 30th. It was an opportunity for BLVD businesses to come together, celebrate, and meet their local business neighbors.



BLVD Board Elections for 2022-2023 Term

BLVD Board Elections were held in 2021 for the 2022-2023 Board Term. The BLVD welcomed many new business and property owners onto the Board.

The 2022-2023 Board Members:

- President: Tim Anders, Buckle & Boots
- Araxie Kahramanian, City of Lancaster
- Dyana Gutierrez, Eventually Events
- Corey Heimlich, InSite Development
- Mark Hemstreet, AV Chambers of Commerce
- Stacy Holzer, MOMBOSS Boutique
- Jessica Lane, Monte Vista Building Sites
- Daniel Lopez, Go
- Artzrun Minasyan, AV Transit Management
- Lucy Mkrtchian, Olive’s Mediterranean Cafe
- Mike Reece, BLVD Flooring Emporium
- Renee Rodriguez, Ride360 Indoor Cycling
- Glenn Roher, Roher Real Estate Services

Advocacy and Community Involvement

The BLVD Association has continued its involvement in local trade organizations such as the Antelope Valley Chambers of Commerce (formerly the Lancaster Chamber of Commerce). In addition, the Association engaged in professional development opportunities with organizations such as the California Downtown Association and International Downtown Association to bring best practices for downtown management to The BLVD.

Finances

Assessment Formula

The PBID Assessment Formula is as follows:

Parcel Type	Lot Rate (per square foot)	Building Rate (per square foot)
Zone 1 (Frontage on Lancaster Boulevard)		
Commercial	\$0.08	\$0.16
Apartment Complexes	\$0.04	\$0.08
Zone 2 (All other areas within the PBID)		
Commercial	\$0.04	\$0.09
Apartment Complexes	\$0.02	\$0.045

The Association receives \$100,000 from the City of Lancaster to assist with the cost of the BLVD Ambassadors.

In addition, the Board unanimously approved a 3% increase in assessments to cover the rising costs of Administrative and BLVD safety and beautification contractual agreements. This increase will provide \$9,000 in annual revenues to the BLVD budget which will go into effect Fall 2022.

Budget

Administration & Advocacy	
Staffing	
Memberships	
Member Communication	
Registrations, Training & Travel	
Other	
Category Total	\$40,781
Clean & Safe	
Desert Haven	
POW! WOW! (mural restoration and installation)	
BLVD Ambassadors	
Implementation & Coordination	
Other	
Category Total	\$261,908
Marketing & Promotions	
Advertising	
Events	
Printed Marketing Materials	
Partnerships	
Promotional Giveaways	
Implementation & Coordination	
Category Total	\$78,800
Contingency	\$30,000
Grand Total	\$411,489
Anticipated Revenue	\$403,882
Carried Over Surplus from 2020	\$7,607

Surplus/Deficit

The BLVD Association carried over a surplus of \$7607 from 2020. These funds helped serve as a contingency for 2021 initiatives.

STAFF REPORT
City of Lancaster

CC 9
2/22/2022
JC

Date: February 22, 2022

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Approval of Amendment No. 1 of the Professional Services Agreement for Assessment District Administration and Support Services to Harris and Associates

Recommendations:

1. Approve Amendment No. 1 of the Professional Services Agreement for Assessment District Administration and Support Services to Harris and Associates.
2. Authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

\$122,012.08 for the first calendar year. Sufficient funds are available in account 480-4700-301, 482-4700-301, 484-4700-301, and 483-4700-301 for the cost of services rendered in the current fiscal year (50%). Services rendered in fiscal year 2022-2023 shall be budgeted from the same accounts listed above.

Background:

The initial professional services agreement for RFQ #699-18 Assessment District Administration and Support Services was signed on January 29, 2020, with the first amendment signed February 5, 2019. The contract was set to expire in three (3) years with the option for two (2) additional two-year periods. This amendment is to extend the contract for the first two-year period, and will have a new expiration date of February 22, 2024.

NJ/jr

Attachment:

Agreement – Amendment No. 1

AMENDMENT NO. 1 TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT

This Amendment (“Amendment No. 1”) is hereby entered into effective February 23, 2022 by and between the City of Lancaster, a Municipal Corporation, in the State of California, and HARRIS & ASSOCIATES, INC. (CONSULTANT) with respect to Exhibit “B” of the Agreement for Services between the parties dated February 5, 2019 (“Agreement”).

The Parties agree as follows:

1. The term of the Agreement is extended to and including February 22, 2024.
2. Exhibit B to the Agreement is hereby deleted in its entirety and replaced with “Term, Payment and Time for Commencement and Completion Clause Update,” attached hereto as Exhibit “A”.
3. All other terms and provisions of the Agreement and subsequent amendments are hereby reaffirmed.

CITY OF LANCASTER

CONSULTANT
HARRIS & ASSOCIATES, INC.

Jason Caudle, City Manager

Alison Bouley, P.E.
Vice President, Municipal Funding and
Special District Finance

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACT SUBMISSION APPROVAL:

Department Head

APPENDIX “A”

EXHIBIT B - TERM, PAYMENT AND TIME FOR COMMENCEMENT AND COMPLETION CLAUSE UPDATE

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 CONSULTANT. This Amendment shall continue in full force and effect for a period of two (2) additional years from the effective date of the Agreement (the “Term”), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Original Agreement dated February 5, 2019; provided, however, that the City and the CONSULTANT may mutually agree in writing to extend the Term of this Agreement for one (1) additional two-year period.

Payment

The City of Lancaster shall reimburse the CONSULTANT for the performance of the work, in an amount not to exceed \$122,012.08 for the first year of services as shown below. The fee for Annual District Administration Services shall be adjusted in second year of this Amendment by the same annual change in CPI approved by the City Council to apply to the Assessment fees, not to exceed five percent (5%). The second year of this Amendment shall be an amount not to exceed \$124,670.18

Annual District Administration Services - 2022

DISTRICT	ANNUAL LUMP SUM FEE
LANDSCAPE MAINTENANCE DISTRICT NO. 1 AND FOX FIELD INDUSTRIAL CORRIDOR LANDSCAPE MAINTENANCE DISTRICT	\$ 21,527.28
LANCASTER LIGHTING MAINTENANCE DISTRICT	\$ 10,980.59
DRAINAGE BENEFIT ASSESSMENT DISTRICT	\$ 10,930.52
LANCASTER SANITARY SEWER COLLECTION SYSTEMS	\$ 9,723.69
TOTAL ANNUAL NOT TO EXCEED FEE	\$ 53,162.08

Annual District Administration Services - 2023

DISTRICT	ANNUAL LUMP SUM FEE
LANDSCAPE MAINTENANCE DISTRICT NO. 1 AND FOX FIELD INDUSTRIAL CORRIDOR LANDSCAPE MAINTENANCE DISTRICT	\$ 22,603.64

LANCASTER LIGHTING MAINTENANCE DISTRICT	\$ 11,529.62
DRAINAGE BENEFIT ASSESSMENT DISTRICT	\$ 11,477.05
LANCASTER SANITARY SEWER COLLECTION SYSTEMS	\$ 10,209.87
TOTAL ANNUAL NOT TO EXCEED FEE	\$ 55,820.18

The City shall be invoiced quarterly in March, June, September and December.

Annexation Services

ANNEXATION FEE SCHEDULE	UNIT COST	EST.ANNUAL FEE (100 ANNEXATIONS PER YEAR)
45% of City's Annexation Fee (Lump Sum per annexation)		
(45% x \$1,530 per annexation)	\$688.50	\$ 68,850.00
Calculation and Collection of Assessment Fee w/o annexation	\$150	N/A

Fifty percent (50%) of the CONSULTANT'S annexation fee shall be invoiced following entry in the City's Annexation Log databases, and the remainder shall be invoiced upon payment of the fees by the property owner. The fee shall be adjusted in succeeding years based upon changes to the Citywide Fee Schedule. Fee for the calculation and collection of assessments w/o annexation will be invoiced upon payment of assessment(s).

Any additional work will require a separate Authorization for Consultant Services signed by both parties. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the City of itemized invoices. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project, as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due City. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work.

Consultant shall not be reimbursed for actual travel expenses incurred in the performance of the work.

Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than three (3) calendar days following issuance of Notice to Proceed.

APPENDIX "B"

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "AGREEMENT") is made and entered into this 5th day of February, 2019, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and HARRIS & ASSOCIATES, INC., (the "CONSULTANT").

RECITALS

WHEREAS, OWNER desires to engage CONSULTANT to perform certain technical and professional services, as provided herein, identified as:

ASSESSMENT DISTRICT ADMINISTRATION & SUPPORT SERVICES RFQ #699-18 ASSESSMENT DISTRICT ADMINISTRATION AND ANNEXATION SERVICES

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

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the AGREEMENT.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster
- B. CONSULTANT: Harris & Associates, Inc.

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

OWNER Development Services Director
 City of Lancaster
 44933 North Fem Avenue
 Lancaster, California 93534

CONSULTANT Harris & Associates, Inc.
 K. Dennis Klingelhofer, PE, Vice President
 1401 Willow Pass Road, Suite 500
 Concord, CA 94520

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party

hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The CONSULTANT'S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONSULTANT agrees to comply with all of the requirements set forth therein.

5. **Precedence of AGREEMENT Documents.** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

- First: This AGREEMENT consisting of 16 pages
- Second: Request for Proposal – RFQ# 699-18 Assessment District Administration & Support Services
- Third: The CONSULTANT'S Proposal

6. **Description of Work.** OWNER hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to perform the technical and professional services set forth in the "Scope of Services" attached hereto as Exhibit "A". CONSULTANT shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in Exhibit "A". The Development Services Director 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 Development Services Director or his designee.

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONSULTANT for all work and services described in Exhibit "A" is not to exceed \$116,975.00. CONSULTANT'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

B. No payment made hereunder by OWNER to CONSULTANT, other than the final payment, shall be construed as an acceptance by OWNER of any work or materials, nor as evidence of satisfactory performance by CONSULTANT of its obligations under this AGREEMENT.

8. **Obligations of the CONSULTANT.**

A. CONSULTANT shall perform professional services consistent with the degree of care and skill ordinarily exercised by members of CONSULTANT'S professional currently practicing under similar circumstances and in the same locality as required by this AGREEMENT. CONSULTANT also warrants to perform based on this standard of care on behalf of itself and all subcontractors engaged for the performance of this AGREEMENT.

B. CONSULTANT shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

9. **Audit.** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to OWNER as a condition precedent to any payment to CONSULTANT.

10. **Hold Harmless and Indemnification.** CONSULTANT agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner to the extent arising out of or related to CONSULTANT'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. CONSULTANT agrees to defend OWNER, its officers and employees, from and against any and all claims to the extent arising from any alleged negligent or willful wrongful acts, errors or omissions on the part of CONSULTANT or on the part of its employees.

11. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Development Services Director and CONSULTANT.

12. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this AGREEMENT, CONSULTANT 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. CONSULTANT 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 CONSULTANT for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONSULTANT and its subcontractors for purposes of determining compliance with the equal employment opportunity and non- discrimination provisions of this Section.

13. **Termination for Convenience.** The governing board of the OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONSULTANT of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of OWNER, become the OWNER's property. If this AGREEMENT is terminated by OWNER as provided herein, CONSULTANT will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

14. **Termination for Cause.**

A. The governing board of the OWNER may, by written notice to CONSULTANT, terminate the whole or any part of this AGREEMENT in any of the following circumstances:

(1) If CONSULTANT fails to perform the services required by this AGREEMENT within the time specified herein or any authorized extension thereof; or

(2) If CONSULTANT fails to perform the services called for by this AGREEMENT or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period that OWNER may authorize in writing) after receipt of notice from OWNER specifying such failure.

B. In the event OWNER terminates this AGREEMENT in whole or in part as provided above in paragraph A of this Section, OWNER may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

C. If this AGREEMENT is terminated as provided above in paragraph A, OWNER may require CONSULTANT to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by CONSULTANT. Upon such termination, CONSULTANT shall be paid an amount equal to the contract amount, less the cost of hiring another CONSULTANT to complete CONSULTANT's services. In the event no new CONSULTANT is employed, CONSULTANT shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to completed work and work in progress, complete and incomplete drawings, and other documents whether delivered to OWNER or in possession of CONSULTANT, and authorized reimbursement expenses.

D. If, after notice of termination of the AGREEMENT under the provisions of this Section, it is determined, for any reason, that CONSULTANT was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 13.

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

16. **Insurance.**

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

Commercial General Liability

Each Occurrence	\$1,000,00
Per Project General Aggregate	\$2,000,00
Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage	

(Coverage shall be at least as broad as ISO form CG2010 11185 or CG2010 07104 and CG2037 07104 combined, or an equivalent providing ongoing and completed operations)

- (2) List in the "Descriptions of Operations/Locations/Vehicles" section:
- (3) RFQ #699-18 ASSESSMENT DISTRICT ADMINISTRATION & SUPPORT SERVICES
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."
- (4) List in the "Certificate Holder" section:

The City of Lancaster
44933 Fem Avenue
Lancaster, California 93534

G. Consultant shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the Consultant.

17. **Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONSULTANT shall commence when the OWNER, acting by and through its Development Services Director or his designee, has issued the Notice to Proceed.

CONSULTANT shall have no claim for compensation for any services or work which has not been authorized by the OWNER's Notice to Proceed.

18. **Extension of Time for Completion of Work.**

A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of CONSULTANT, then CONSULTANT shall be entitled to an extension of time equal to said delay, subject to the OWNER's right to terminate this AGREEMENT pursuant to Section 13.

B. CONSULTANT shall submit to OWNER a written request for an extension of time within ten (10) days after commencement of such delay, and failure to do so shall constitute a waiver thereof. OWNER shall, in its sole discretion, determine whether and to what extent any extensions of time shall be permitted.

C. No extension of time requested or granted hereunder shall entitle CONSULTANT to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event, OWNER shall in good faith consider any request for additional compensation submitted by CONSULTANT.

19. **Ownership of Documents.** All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by CONSULTANT in the course of performing the work required by this AGREEMENT shall be the property of the OWNER. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this AGREEMENT shall, upon request, be made available to OWNER without restriction or limitation on their use, In the event OWNER modified any document and subsequently relies on such modification, without CONSULTANT's prior written consent, OWNER shall be responsible for any

liability incurred as a result of the reliance on the unapproved modification.

20. **Data Provided to CONSULTANT.** OWNER shall provide to CONSULTANT, without charge, all data, including reports, records, maps and other information, now in the OWNER's possession which may facilitate the timely performance of the work described in Exhibit "A". CONSULTANT shall be entitled to rely on the accuracy and completeness of services and information furnished by OWNER.

21. **CONSULTANT's Warranties and Representations.**

CONSULTANT warrants and represents to OWNER as follows:

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

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

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

D. Upon the execution of this AGREEMENT, CONSULTANT has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

22. **Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

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

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

23. **Exhibits.**

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

Exhibit "A" Scope of Services

Exhibit "B" Term, Payment and Time for Commencement and Completion Clause

24. **Governing Law.**

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

25. **Effective Date.**

This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONSULTANT, executes said AGREEMENT.

[Signatures begin on following page]

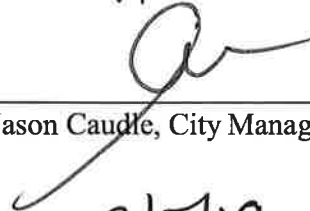
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed and attested by their respective officers thereunto duly authorized.

"OWNER"
CITY OF LANCASTER
LANCASTER, CALIFORNIA

Approved By Department Head:

By: 
Jeff Hogan, Development Services Director

Dated: 11/30/19

Ty
By: 
Jason Caudle, City Manager

Dated: 2/5/19

"CONSULTANT"
Harris & Associates, Inc.

By: 
K. Dennis Klingelhofer, PE, Vice President

Dated: 1/25/2019

ATTEST:


Britt Avrit, MMC
City Clerk

APPROVED AS TO FORM:



Allison E. Burns, Esq.
Ass City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

The Consultant shall maintain separate costs for each project and shall identify the costs specific to each project.

The work to be performed under this contract shall include:

SEE ATTACHED

**EXHIBIT A – SCOPE OF SERVICES FOR ASSESSMENT DISTRICT ADMINISTRATION
AND ANNEXATION SERVICES**

Task 1 – Preparation of Annual Assessment Rolls and Sanitary Sewer Charges for Collection on the Los Angeles County Property Tax Roll.

The following generally describes the services to be provided by the CONSULTANT for the annual administration of the City’s Landscape Maintenance Districts, Lighting Maintenance District, Drainage Benefit Assessment District and Sanitary Sewer Fees:

1. Provide consulting, coordination and documentation necessary to communicate the purpose and legal application of the DISTRICTS to all staff, council and property owners.
2. Act as the lead and coordinate with the various City and County departments/divisions to ensure full completion of the levy of assessments.
3. Coordinate with City’s Finance Director to obtain budget information for each fiscal year. to be included in the Engineer’s reports/staff reports for each District
4. Preparation of Annual reports for each fiscal year. The annual assessment reports are scheduled for City Council approvals during the 2nd meeting in May and 1st meeting in June. Obtain CPI increase information from US Labor Department which shall be applied to all applicable districts.
5. Provide comprehensive assessment levy information for each parcel. After approval of the Engineer’s Reports and approval to levy assessments, CONSULTANT shall submit in timely manner to the Los Angeles County Auditor-Controller's Office for placement on the property tax roll and shall upload the following to DAWEB for each of the 6 districts:
 - Billing agreement
 - Agency information sheet
 - Approved resolutions/ordinance
 - Engineer’s reports
 - Data Transmittal forms
6. Research, reconcile and, resubmit levies generated from the Parcel Change report and Data Assessment Exception report that are rejected by the County Auditor/Controller's office. On behalf of the DISTRICTS, the CONSULTANT will directly invoice the property owner of record for any levy that should have been added the County property tax roll but was not added. The CONSULTANT will provide a list of parcels and their assessments for publically owned parcels that cannot be placed on the property tax roll for collection and will create handbill template for approval by the City and provide hand bills for those parcels to the City for mailing.
7. Provide a software resource for City staff to remotely view the status of the DISTRICTS and parcels within the DISTRICTS. Provide training and technical support in the use of the software resource.
8. Complete all reports on the DISTRICTS required by the State of California or its agencies. Consultant shall also prepare, stamp and sign annual Engineer’s Reports and any amendments required after annual reconciliations.
9. Notify the City of important changes in laws affecting the DISTRICTS, recommend City/Consultant process adjustments, and provide recommendations/costs for potential administrative services scope amendment(s).

**EXHIBIT A – SCOPE OF SERVICES FOR ASSESSMENT DISTRICT ADMINISTRATION
AND ANNEXATION SERVICES**

10. Provide output options to the City for all reports provided. For example, reports provided electronically via email or CD/DVD, paper reports, web pages, etc.
11. Serve as the initial and primary contact to City staff, property owners, title companies, and other interested parties for inquiries regarding each District's administration and annual assessment levies. A toll free telephone number, to be provided by consultant, will appear on the regular property tax billing next to the specific District line item to facilitate contact with the public. The City may also refer property owners, title companies, and other interested parties with inquiries regarding each DISTRICTS administration and annual assessment installments directly to the consultant.
12. Prior to each annual direct assessment submission to the County, perform an audit to ensure the procedures utilized to manage the DISTRICTS including annexing, and levying assessments are correct, legal, equitable, and efficient. Analyze current databases to determine if all parcels that should be included in the DISTRICTS are in fact included, no parcels that should not be annexed are being annexed, and the levies are the correct amounts based on actual use as determined through city records. Provide a report of the findings, corrections, changes, and recommendations.
13. Consultant will update the DISTRICTS records and databases for current Fiscal Year to incorporate changes from the rejected and corrected/resubmitted assessments of various parcels. CONSULTANT will provide supporting documents to illustrate reconciliation of corrections and changes made after the City Council approval of the DISTRICTS Staff and Engineer's reports
14. Perform necessary functions to comply with State of California's Revenue and Taxation Code 163.
15. Complete all reports on DISTRICTS required by the State of California or its agencies.
16. Provide a toll-free phone number to field inquiries concerning DISTRICT administration, annual assessments, and payoff information for City staff, property owners, and other interested parties.

EXHIBIT A – SCOPE OF SERVICES FOR ASSESSMENT DISTRICT ADMINISTRATION AND ANNEXATION SERVICES

Task 2 – District Annexation Services.

The following generally describes the services to be provided by the CONSULTANT for the annexation of parcels into the City's existing assessment districts and assessment calculations for the change of parcel use. Services shall be provided throughout the year as annexation request are received by the City.

1. Meet with City staff to review annexation process and procedures, and receive training in Accela system.
2. Act as primary point of contact for development community seeking to request the annexation to, a City District. Verify if parcel is in or out of districts by looking in Annexation Log databases, Council Resolutions, and Tax Rolls. Coordinate required actions with developer.
3. Upon receiving the development documentation package CONSULTANT will confirm all pertinent documents have been received for processing.
4. Log info into Annexation Log databases and Accela
5. After review of the development documentation package and based upon the characteristics of the development and facilities to be maintained, CONSULTANT will determine whether the development should be annexed into an existing district.
6. For each district annexation, CONSULTANT will prepare and provide a timeline which will identify all relevant tasks relating to the annexation. The timeline will be established in accordance with all California Government Code meeting requirements to ensure a smooth and efficient project.
7. Maintain file for each annexation in electronic or hard copy format as directed by the City that will include all required City documents including:
 - i. Print Assessor's Parcel Map
 - ii. Copy of recent Grant deed or Property title (from Developer or Fidelity)
 - iii. Calculation of total 1st Year assessment levy for each District that Parcel will be assessed under, including Sewer. Use Engineer's Reports for methods
 - iv. Copy of petition and ballot; select appropriate template based on scenario
 - v. Copy of signed and notarized petitions and ballots. Copy of Invoices and Payment Receipts
 - vi. Correspondence between CONSULTANT, City Staff, Developers, Engineers and Property Owners
 - vii. File signed and notarized petitions and ballots in project file folder
8. CONSULTANT will use all submitted and approved information to prepare a budget for the improvements associated with the annexation and submit to City for approval. The budgets will identify all annual expenses incurred by the District.
9. Obtain parcel data for all parcels proposed to be included in the District(s), which will include, but is not be limited to, assessment information, principal assessments (if applicable), acreage, square footage, classifications, land use codes, zones, dwelling units, EDU values, property owner information, situs addresses, and tract and lot numbers.

**EXHIBIT A – SCOPE OF SERVICES FOR ASSESSMENT DISTRICT ADMINISTRATION
AND ANNEXATION SERVICES**

10. In accordance with the established annexation documents, calculate the annual assessment for each parcel included in the annexation.
11. Enter and Invoice fees in Accela including Annexation fee and 1st Year's assessments, note annexation and assessment workflow in Accela. Notify and send Annexation and Assessment Invoice to Developer or Property Owner.
12. Prepare all required mapping instruments for the applicable subject district. This task will include the creation of boundary maps, assessment diagrams, and location in accordance with applicable California Government Code.
13. Preparation of annexation reports and documents.
14. Preparation of all required legal documents including, but not limited to, staff reports, resolutions, ordinances, assessment liens, special election ballots, and notice of public hearing for review and approval by City Attorney.
15. For each item requiring Council action, CONSULTANT will attend all Council Meetings which require City Council action and will, be available to answer questions posed by the Council, City staff, and/or the public.
16. Prior to Certificate of Occupancy sign off CONSULTANT will check if project has been annexed into the District(s), paid 1st Year Assessments, and is ready to be added to Next Year's Tax Roll database, advise City staff, Developer or Property Owner if there are any outstanding annexation and assessment requirements/issues. .

Responsibilities of the City:

1. Provide copies of prior year's assessment roll in electronic format
2. Provide training related to data entry and status monitoring in Accela related to the annexation of new parcels to Districts.
3. Provide remote access to City's Accela system for data entry and status monitoring
4. Provide copies of current policies and procedures for the annexation of parcels
5. Publishing of any required Public Notices
6. Provide legal review of documents as necessary, including draft resolutions, ordinances, staff reports and other documents.
7. Review draft documents in a timely manner and provide comments to CONSULTANT
8. Provide copies of District maps/exhibits used in Engineer's Reports in electronic format and prior annexation documents as requested.

**EXHIBIT B – TERM, PAYMENT AND TIME FOR COMMENCEMENT
AND COMPLETION CLAUSE**

Term

This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONSULTANT. This Agreement shall continue in full force and effect for a period of three (3) years 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 CONSULTANT may mutually agree in writing to extend the Term of this Agreement for two (2) additional two-year periods.

Payment

The City of Lancaster shall reimburse the CONSULTANT for the performance of the work, in an amount not to exceed \$ 116,975.00 for the first year of services as shown below

Annual District Administration Services

DISTRICT	ANNUAL LUMP SUM FEE
LANDSCAPE MAINTENANCE DISTRICT NO. 1 AND FOX FIELD INDUSTRIAL CORRIDOR LANDSCAPE MAINTENANCE DISTRICT	\$ 19,350.00
LANCASTER LIGHTING MAINTENANCE DISTRICT	\$ 9,870.00
DRAINAGE BENEFIT ASSESSMENT DISTRICT	\$ 9,825.00
LANCASTER SANITARY SEWER COLLECTION SYSTEMS	\$ 9,080.00
TOTAL ANNUAL NOT TO EXCEED FEE	\$ 48,125.00

The fee shall be adjusted in succeeding years by the same annual change in CPI approved by the City Council to apply to the Assessment fees, not to exceed five percent (5%). The City shall be invoiced quarterly in March, June, September and December,

Annexation Services

ANNEXATION FEE SCHEDULE	UNIT COST	EST. ANNUAL FEE (100 ANNEXATIONS PER YEAR)
45% of City's Annexation Fee (Lump Sum per annexation)		
(45% x \$1,530 per annexation)	\$688.50	\$ 68,850.00
Calculation and Collection of Assessment Fee w/o annexation	\$150	N/A

**EXHIBIT B – TERM, PAYMENT AND TIME FOR COMMENCEMENT
AND COMPLETION CLAUSE**

Fifty percent (50%) of the CONSULTANT’S annexation fee shall be invoiced following entry in the City’s Annexation Log databases, and the remainder shall be invoiced upon payment of the fees by the property owner. The fee shall be adjusted in succeeding years based upon changes to the Citywide Fee Schedule. Fee for the calculation and collection of assessments w/o annexation will be invoiced upon payment of assessment(s).

Any additional work will require a separate Authorization for Consultant Services signed by both parties. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the City of itemized invoices. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project, as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due City. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work.

Consultant shall not be reimbursed for actual travel expenses incurred in the performance of the work.

Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than three (3) calendar days following issuance of Notice to Proceed.



K. Dennis Klingelhof, PE, Vice President
Harris & Associates, Inc.

STAFF REPORT
City of Lancaster

CC 10
2/22/2022
JC

Date: February 22, 2022

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services
Larissa De La Cruz, Senior Manager - Community Development

Subject: Task Order for Multi-Year Professional Services (Service Group Category 4 – Environmental Services) for Preparation of a Citywide Vehicle Miles Traveled (VMT) Mitigation Program and Associated Program Environmental Impact Report

Recommendation:

Approve award of Additional Authorization No. 2 to Michael Baker International to amend and increase the Professional Services Agreement in the amount of \$10,190.00 to continue the preparation of the Citywide Vehicle Miles Traveled (VMT) Mitigation Program and associated Program Environmental Impact Report (EIR). Authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

\$10,190.00; sufficient funds are available in the Community Development Division budget. These funds are in Account No. 101-4770-316.

Background:

The City of Lancaster adopted thresholds for vehicle miles traveled as required by Senate Bill 743 in July 2020. In order to facilitate the implementation of these thresholds, the City is proposing to adopt a Citywide VMT Program and EIR.

To assist with the preparation of this program and EIR, the City selected a consultant on the Multi-Year Professional Services Agreement Pre-Qualified List under Service Group Category (SGC) 4 – Environmental Services. On May 9, 2021, the City signed a contract to start the preparation of the Citywide VMT Program in the amount of \$86,440.00 for Tasks 1.1, 1.3, 2, 3 and 4. On August 10, 2021, the City Council authorized Additional Authorization No. 1 to proceed with Tasks 1.2 and 5 through 8. Additional Authorization No. 2 would provide additional technical support to the preparation of the required nexus study. Staff anticipates that the VMT program and EIR will be completed by the Spring/Summer of 2022. With approval of Additional Authorization No. 2, the Professional Services Agreement will be revised for a total contract amount not to exceed

\$315,880.00.

JS/jr

Attachments:

Proposal

Additional Authorization No. 2

ADDITIONAL AUTHORIZATION NO. 2
FOR CONSULTANT SERVICES

TO: Richard Beck, Vice President
Michael Baker International
5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707

Under the terms of our Professional Consultant Services Agreement dated May 19, 2021, you are authorized to proceed with the following consulting services:

Project: VMT Mitigation Program and Program EIR

Original Authorization:..... \$86,440.00

Previous Additional Authorization:..... \$219,250.00

This Authorization:..... \$10,190.00

Total Not to Exceed:..... \$315,880.00

Date Required: Immediately

Project Manager: Larissa De La Cruz

ACCEPTED:

Richard Beck, Vice President
Michael Baker International

Date

AUTHORIZED:

Jason Caudle
City Manager

Date



**CONTRACT AMENDMENT NO. 2
CITY OF LANCASTER
VEHICLE MILES TRAVELED (VMT) MITIGATION PROGRAM & EIR**

This contract amendment is to allow for additional services above and beyond those anticipated in the original scope of services attached to the subconsultant agreement dated June 15, 2021, between Michael Baker International (Client) and Fehr & Peers (Consultant) for the City of Lancaster VMT Mitigation Program & EIR.

SCOPE OF WORK

The following tasks related to the completion of the nexus study in support of the VMT Mitigation Program are outside of the current scope of work:

- Project Data Needs – In order to develop the methodology for the calculation of the fee per VMT, Fehr & Peers extracted and summarized data from the SCAG model to estimate the growth in VMT from 2021-2040 Citywide and in the City of Lancaster’s non-exempt Transportation Analysis Zones (TAZs).
- Pilot Project Examples – After extracting the aforementioned data from the SCAG model, Fehr & Peers developed pilot project examples to showcase how the VMT mitigation fee might be assessed for different types of projects with varying levels of VMT impacts. Fehr & Peers anticipates developing two additional pilot project examples that will be used to show the range of costs that developers will need to pay into the fee program.
- Development of Nexus Methodology – Fehr & Peers has coordinated with the project team and City staff to refine the methodology for calculating the cost per VMT for the VMT mitigation fee program. It is anticipated that additional coordination will be required to finalize the methodology.

The following tasks related to the completion of the nexus study in support of the VMT Mitigation Program have required more time and effort than originally anticipated:

- Peer Review of Nexus Study – After assisting the project team with finalizing the nexus methodology, Fehr & Peers will provide a peer review of the nexus study, to be completed by EPS. While this task was included in the original scope of work, Fehr & Peers’ assistance was needed up-front to help develop the nexus methodology, which required that we use the budget that was earmarked for this task.
- Meetings – Fehr & Peers has participated in check-in calls with the project team to coordinate our efforts and refine the nexus methodology and has participated in bi-weekly check-in calls with City staff to provide updates on our progress. It is anticipated that additional meeting participation will be needed prior to the completion of the project.

BUDGET SUMMARY

We estimate an additional 50 hours of staff time to perform the scope of work described above for a total fee of \$10,190. The following summarizes the resulting total budget:

\$22,950 – Original contract
\$3,680 – Amendment No. 1



\$10,190 – Amendment No. 2 (this amendment)
\$36,820

AUTHORIZATION

Please sign in the box below and return the signed original to authorize the additional work and fee described above.

Authorized By:	
Signature	_____
Name	_____
Representing	_____
Date	_____

STAFF REPORT
City of Lancaster

CC 11
2/22/2022
JC

Date: February 22, 2022

To: Mayor Parris and City Council Members

From: Jason Caudle, City Manager
Kathleen Abaied, Senior Manager Human Resources

Subject: Amending Classification Schedule and Terms & Conditions of Employment for Represented and Non-Represented Employees of the City

Recommendation:

1. Adopt **Resolution No. 22-08**, authorizing the City Manager to execute the Memorandum of Understanding and COVID-19 Incentive side letter between the City Lancaster and Teamster Local 911 from January 1, 2022 through June 30, 2026.
2. Adopt **Resolution No. 22-09**, authorizing the City Manager to execute the Memorandum of Understanding and COVID-19 Incentive side letter between the City Lancaster and Lancaster Code Enforcement Association (LCEA) from January 1, 2022 through June 30, 2026.
3. Adopt **Resolution No. 22-10**, amending Resolution 21-65, establishing a compensation schedule and benefits for various classifications of employees of the City of Lancaster.
4. Appropriate \$722,831.25 to COVID-19 Incentive.

Fiscal Impact: Over the course of the four-year contract term the costs of the adjustments are an average of 7.2% increase over the existing personnel costs each year. Costs of all items other than the COVID-19 Incentive will continue beyond the term of the contract unless otherwise negotiated at a later date.

Background:

Several meetings were held to discuss compensation and working conditions with City employees. As a result of those meetings the City arrived at a tentative agreement for a new four and a half (4 1/2) year Memorandum of Understanding with the Teamsters Local 911 and a new four and a half (4 1/2) year Memorandum of Understanding with the Lancaster Code Enforcement Association; and an updated compensation schedule for regular and probationary employees.

The agreements for represented employees provide a cost-of-living adjustment of 5.0% in July 2022, 2.0% in July 2023, 1.0% in July 2024, and 1.0% in July 2025. In addition, represented employees will be eligible for performance-based merit step adjustments of up to 5% in July 2022, July 2023, July 2024, and July 2025.

The tentative agreement with Teamsters Local 911 increases boot reimbursement for employees who wear uniforms from \$350 to \$450 per year; and increases boot/pants allowance from \$500 to \$600 per year for all other Local 911 bargaining unit members. The tentative agreement with the Lancaster Code Enforcement Association will also implement a boot allowance program at \$150.00 per year for all Lancaster Code Enforcement Association members.

Teamsters Local 911 and LCEA have ratified the tentative agreements. Staff recommends the City Council adopt the appropriate Resolutions; and authorize the City Manager to execute the Memorandum of Understanding.

Beginning in 2012, the City changed its contribution for employee medical, dental, and vision insurance to a defined monthly dollar amount. This resolution replaces that contribution with a no cost family option for full-time employees at similar or better options as offered in the 2022 medical, dental and vision insurance offerings.

Attachment:

Resolution No. 22-08

Resolution No. 22-09

Resolution No. 22-10

RESOLUTION NO. 22-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) AND SIDE LETTER BETWEEN THE CITY AND THE CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION LOCAL 911

WHEREAS, the City Council is desirous of approving the Memorandum of Understanding between the City and the California Teamsters, Public, Professional and Medical Employees Union Local 911.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LANCASTER DOES HEREBY RESOLVE, DETERMINE AND FIND AS FOLLOWS;

Section 1. Approving the Memorandum of Understanding (MOU) between the City and the California Teamsters, Public, Professional and Medical Employees Union Local 911 effective January 1, 2022.

Section 2. Approving the COVID-19 side letter between the City and the California Teamsters, Public, Professional and Medical Employees Union Local 911 effective February 23, 2022.

Section 2. Any Resolutions in conflict with provisions stated herein shall be considered superseded by the provisions contained in this Resolution.

PASSED, APPROVED, and ADOPTED this 22nd day of February, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
City Clerk
City of Lancaster

R. REX PARRIS,
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster,
CA, do hereby certify that this is a true and correct copy of the original Resolution No. 22-
08, for which the original is on file in my office.

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

(seal)

RESOLUTION NO. 22-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) AND SIDE LETTER BETWEEN THE CITY AND THE LANCASTER CODE ENFORCEMENT ASSOCIATION (LCEA)

WHEREAS, the City Council is desirous of approving the Memorandum of Understanding between the City and the Lancaster Code Enforcement Association

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LANCASTER DOES HEREBY RESOLVE, DETERMINE AND FIND AS FOLLOWS;

Section 1. Approving the Memorandum of Understanding (MOU) between the City and the Lancaster Code Enforcement Association effective January 1, 2022.

Section 2. Approving the COVID-19 side letter between the City and the Lancaster Code Enforcement Association effective February 23, 2022.

Section 3. Any Resolutions in conflict with provisions stated herein shall be considered superseded by the provisions contained in this Resolution.

PASSED, APPROVED, and ADOPTED this 22th day of February, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
City Clerk
City of Lancaster

R. REX PARRIS,
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster,
CA, do hereby certify that this is a true and correct copy of the original Resolution No. 22-
09, for which the original is on file in my office.

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

(seal)

RESOLUTION NO. 22-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, AMENDING RESOLUTION 21-65 ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT AND A COMPENSATION SCHEDULE FOR REPRESENTED AND NON-REPRESENTED REGULAR AND PROBATIONARY EMPLOYEES OF THE CITY

WHEREAS, the City Council is desirous of amending the Classification and Compensation Schedule for Represented and Non-Represented Full Time Employees;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LANCASTER DOES HEREBY RESOLVE, DETERMINE AND FIND AS FOLLOWS;

Section 1. The 5000 series employee group and the following Tier 1 (employees hired in the following positions on or before June 30, 2019) classifications are established in the Compensation Schedule effective February 23, 2022 as follows:

<u>Classification</u>	Hourly	Monthly
Administrative Assistant	\$26.68 - \$35.87	\$4,623.68 - \$6,216.84
Technician II	\$30.93 - \$41.59	\$5,361.84 - \$7,209.09

Section 2. The 5000 series employee group and the following Tier 2 classifications are established in the Compensation Schedule effective February 23, 2022 as follows:

<u>Classification</u>	Hourly	Monthly
Officer	\$24.67 - \$32.90	\$4,276.86 - \$5,703.10
Administrative Assistant	\$24.67 - \$32.90	\$4,276.86 - \$5,703.10
Technician I	\$24.67 - \$32.90	\$4,276.86 - \$5,703.10
Technician II	\$28.78 - \$38.38	\$4,989.05 - \$6,652.69

Section 3. The 4000 series employee group and the following Tier 1 (employees hired in the following positions on or before June 30, 2019) classifications are removed from the Compensation Schedule:

<u>Classification</u>	Hourly	Monthly
Supervisor II	\$40.58 - \$54.58	\$7,034.35 - \$9,460.42

Section 4. The 4000 series employee group and the following Tier 1 (employees hired in the following positions on or before June 30, 2019) classifications are established in the Compensation Schedule effective February 23, 2022 as follows:

<u>Classification</u>	Hourly	Monthly
Specialist I	\$30.18 - \$40.58	\$5,230.43 - \$7,034.35
Specialist II	\$34.15 - \$45.92	\$5,918.90 - \$7,958.72
Senior Specialist	\$36.77 - \$49.45	\$6,372.83 - \$8,570.68
Accountant	\$36.77 - \$49.45	\$6,372.83 - \$8,570.68
Analyst	\$43.70 - \$58.78	\$7,575.23 - \$10,187.83

Supervisor I	\$36.77 - \$49.45	\$6,372.83 - \$8,570.68
Inspector	\$36.77 - \$49.45	\$6,372.83 - \$8,570.68
IT Analyst I	\$40.58 - \$54.58	\$7,034.35 - \$9,460.42
Senior Inspector	\$42.64 - \$57.34	\$7,390.47 - \$9,939.35
Senior Engineering Technician	\$42.64 - \$57.34	\$7,390.47 - \$9,939.35
Coordinator III	\$43.70 - \$58.78	\$7,575.23 - \$10,187.83
IT Analyst II	\$44.80 - \$60.25	\$7,764.57 - \$10,442.53

Section 5. The 4000 series employee group and the following Tier 2 classifications are established in the Compensation Schedule effective February 23, 2022 as follows

<u>Classification</u>	Hourly	Monthly
Specialist I	\$28.79 - \$38.38	\$4,989.73 - \$6,652.97
Senior Administrative Assistant	\$32.90 - \$43.87	\$5,702.54 - \$7,603.40
Specialist II	\$32.90 - \$43.87	\$5,702.54 - \$7,603.40
Coordinator I	\$32.90 - \$43.87	\$5,702.54 - \$7,603.40
Executive Assistant	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Assistant City Clerk	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Inspector	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Engineering Technician	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Senior Specialist	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Purchasing Agent	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Accountant	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Supervisor I	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Coordinator II	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82
Senior Inspector	\$41.12 - \$54.83	\$7,128.18 - \$9,504.24
Senior Engineering Technician	\$41.12 - \$54.83	\$7,128.18 - \$9,504.24
Supervisor II	\$41.12 - \$54.83	\$7,128.18 - \$9,504.24
Coordinator III	\$41.12 - \$54.83	\$7,128.18 - \$9,504.24
Planner	\$41.12 - \$54.83	\$7,128.18 - \$9,504.24
Analyst	\$41.12 - \$54.83	\$7,128.18 - \$9,504.24
IT Analyst I	\$41.12 - \$54.83	\$7,128.18 - \$9,504.24
Assistant Manager	\$45.24 - \$60.32	\$7,841.00 - \$10,454.67
Senior Coordinator	\$45.24 - \$60.32	\$7,841.00 - \$10,454.67
Senior Analyst	\$45.24 - \$60.32	\$7,841.00 - \$10,454.67
IT Analyst II	\$45.24 - \$60.32	\$7,841.00 - \$10,454.67
Senior IT Analyst	\$49.35 - \$65.80	\$8,553.82 - \$11,405.10
Engineer	\$49.35 - \$65.80	\$8,553.82 - \$11,405.10

Section 6. The 3000 series employee group and the following Tier 1 (employees hired in the following positions on or before June 30, 2019) classifications are removed from the Compensation Schedule:

<u>Classification</u>	Hourly	Monthly
Executive Assistant	\$37.01 - \$49.35	\$6,415.37 - \$8,553.82

Section 7. The 3000 series employee group and the following Tier 1 (employees hired in the following positions on or before June 30, 2019) classifications are established in the Compensation Schedule effective February 23, 2022 as follows:

<u>Classification</u>	Hourly	Monthly
Planner	\$39.62 - \$55.47	\$6,867.52 - \$9,614.91
Analyst	\$41.12 - \$55.47	\$7,128.19 - \$9,614.91
Analyst	\$43.70 - \$58.78	\$7,575.23 - \$10,187.83
Senior Analyst	\$42.67 - \$59.74	\$7,395.36 - \$10,354.55
Engineer	\$49.35 - \$65.80	\$8,553.82 - \$11,405.10
Senior Planner	\$48.27 - \$67.58	\$8,367.37 - \$11,714.11
Manager	\$51.99 - \$72.78	\$9,011.29 - \$12,615.97

Section 8. The 3000 series employee group and the following Tier 2 classifications are established in the Compensation Schedule effective February 23, 2022 as follows:

<u>Classification</u>	Hourly	Monthly
Senior Planner	\$49.35 - \$65.80	\$8,553.82 - \$11,405.10
Manager	\$53.46 - \$71.28	\$9,266.64 - \$12,355.51
Chief Building Official	\$57.57 - \$76.77	\$9,979.45 - \$13,305.94
Senior Engineer	\$57.57 - \$76.77	\$9,979.45 - \$13,305.94
City Clerk	\$65.80 - \$87.73	\$11,405.09 - \$15,206.80
Assistant City Attorney	\$65.80 - \$87.73	\$11,405.09 - \$15,206.80
Senior Manager	\$65.80 - \$87.73	\$11,405.09 - \$15,206.80

Section 9. The 2000 series employee group and the following Tier 1 (employees hired in the following positions on or before June 30, 2019) classifications are removed from the Compensation Schedule:

<u>Classification</u>	Hourly	Monthly
Director	\$73.68 - \$110.53	\$12,770.58 - \$19,157.95

Section 10. The 2000 series employee group and the following classifications are established in the Compensation Schedule effective February 23, 2022 as follows:

<u>Classification</u>	Hourly	Monthly
Director	\$82.25 - \$109.66	\$14,256.36 - \$19,008.49
Senior Director	\$87.26 - \$116.35	\$15,125.66 - \$20,167.55
Assistant City Manager	\$100.30 - \$133.74	\$17,385.81 - \$23,181.08

Section 11. The 6000 series employee group and the following classifications are removed from the Compensation Schedule:

<u>Classification</u>	Hourly	Monthly
Sr. Custodian	\$26.02 - \$35.00	\$4,510.55 - \$6,066.61
Groundskeeper	\$30.17 - \$40.59	\$5,230.16 - \$7,034.75

Section 12. The 6000 series employee group and the following classifications are established in the Compensation Schedule effective February 23, 2022 as follows:

Classification	Hourly	Monthly
Fleet Technician	\$22.99 - \$30.93	\$3,985.68 - \$5,361.84
Maintenance Worker I	\$22.99 - \$30.93	\$3,985.68 - \$5,361.84
Utility Maintenance Worker I	\$24.16 - \$32.50	\$4,187.84 - \$5,632.62
Maintenance Worker II	\$25.38 - \$34.14	\$4,399.27 - \$5,918.24
Custodian	\$26.02 - \$35.00	\$4,510.55 - \$6,066.61
Utility Maintenance Worker II	\$26.68 - \$35.87	\$4,623.68 - \$6,216.84
Light Equipment Mechanic	\$26.68 - \$35.87	\$4,623.68 - \$6,216.84
Heavy Equipment Operator	\$26.68 - \$35.87	\$4,623.68 - \$6,216.84
Facilities Maintenance Worker	\$26.68 - \$35.87	\$4,623.68 - \$6,216.84
Lead Maintenance Worker	\$28.72 - \$38.63	\$4,977.93 - \$6,695.35
Lead Heavy Equipment Operator	\$28.72 - \$38.63	\$4,977.93 - \$6,695.35
Heavy Equipment Mechanic	\$30.17 - \$40.59	\$5,230.16 - \$7,034.75
Lead Utility Maintenance Worker	\$30.17 - \$40.59	\$5,230.16 - \$7,034.75
Traffic Signal Technician	\$31.70 - \$42.64	\$5,495.38 - \$7,390.85
Lead Mechanic	\$33.31 - \$44.80	\$5,773.58 - \$7,765.49
Traffic Signal Electrician	\$42.64 - \$57.34	\$7,390.85 - \$9,939.16

Section 13. The 7000 series employee group and the following classifications are removed from the Compensation Schedule:

Classification	Hourly	Monthly
Code Enforcement Officer (Tier 1 - hired on or before January 31, 2019)	\$40.59 - \$54.58	\$7,035.60 - \$9,460.53
Code Enforcement Officer I (Tier 2* - hired on or after February 1, 2019)	\$35.81 - \$48.16	\$6,207.57 - \$8,347.85

*All City employees that were hired on or before January 31, 2019 that are promoted or transferred to a Code Enforcement Officer position will be placed in Tier 2 classification and pay grade.

Section 14. The 7000 series employee group and the following classifications are established in the Compensation Schedule effective February 23, 2022 as follows:

Classification	Hourly	Monthly
Code Enforcement Officer (Tier 1 - hired on or before January 31, 2019)	\$36.77 - \$49.44	\$6,372.63 - \$8,570.41
Code Enforcement Officer I (Tier 2* - hired on or after February 1, 2019)	\$32.43 - \$43.62	\$5,621.49 - \$7,561.48

*All City employees that were hired on or before January 31, 2019 that are promoted or transferred to a Code Enforcement Officer position will be placed in Tier 2 classification and pay grade.

Section 15. The 8000 series employee group classifications are established in the Temporary Hourly Compensation Schedule as follows:

<u>Classification</u>	Effective 01/01/2022			
	Step 1	Step 2	Step 3	Step 4
Recreation Program Leader	\$16.00	\$16.80	\$17.64	\$18.52
Sr. Recreation Program Leader	\$19.45	\$20.42	\$21.44	\$22.51
Art Program Leader	\$16.00	\$16.80	\$17.64	\$18.52
Sr. Art Program Leader	\$19.45	\$20.42	\$21.44	\$22.51
Lifeguard I	\$16.00	\$16.80	\$17.64	\$18.52
Lifeguard II	\$17.64	\$18.52	\$19.45	\$20.42
Sr. Lifeguard	\$19.45	\$20.42	\$21.44	\$22.51
Sr. Aquatic Program Leader	\$23.64	\$24.82	\$26.06	\$27.37
Special Events Assistant	\$16.00	\$16.80	\$17.64	\$18.52
Technical Assistant	\$19.45	\$20.42	\$21.44	\$22.52
Sr. Technical Assistant	\$23.64	\$24.82	\$26.06	\$27.37
Stage Assistant	\$16.00	\$16.80	\$17.64	\$18.52
Sr. Stage Assistant	\$19.45	\$20.42	\$21.44	\$22.51
Media Assistant	\$19.45	\$20.42	\$21.44	\$22.52
Sr. Media Assistant	\$23.64	\$24.82	\$26.06	\$27.37
Maintenance Assistant	\$16.00	\$16.80	\$17.64	\$18.52
Sr. Maintenance Assistant	\$19.45	\$20.42	\$21.44	\$22.51
Facilities Assistant	\$16.00	\$16.80	\$17.64	\$18.52
Sr. Facilities Assistant	\$19.45	\$20.42	\$21.44	\$22.51
Ranger	\$16.00	\$16.80	\$17.64	\$18.52
Sr. Ranger	\$19.45	\$20.42	\$21.44	\$22.51
Undergraduate Intern	\$23.64			
Graduate Intern	\$27.37			
Office Assistant	\$16.00 - \$28.00			
Project Assistant	\$28.00 - \$48.00			

Section 16. Paid Holidays. Effective 1/1/2022, two (2) new holidays will be added to observed holidays. Juneteenth (June) and Columbus/Indigenous People’s Day (October).

Section 17. Deferred Compensation. Effective 1/1/2022, employees in the 7000 series, 6000 series, 5000 series, and 4000 series employee groups will receive a 5% 401(a) contribution.

Section 18. COVID-19 Incentive. Employees meeting the following conditions are eligible for a one-time COVID-19 Incentive of \$2,500.00. Employees must be a current Full-Time employee as of 2/23/2022 and active for at least 6 months during the period between January 1, 2021 and January 31, 2022. Employees on leave must be active for at least 6 months during the period the period between January 1, 2021 and January 31, 2022.

Section 19. Medical, Dental, and Vision Insurance. Employees shall receive a no cost health benefits plan(s) at the least cost to the City that are similar or better as current offerings for

the 2022 calendar year. Options will include a no cost family medical, dental and vision plan and a no cost individual medical PPO plan.

Section 20. Continuation of Other Benefits. All other existing benefits for 7000 series, 6000 series, 5000 series, 4000 series, 3000 series and 2000 series employees not conflicting with the above changes shall remain in effect until changed by the City through appropriate City Council action.

Section 21. Any Resolutions in conflict with provisions stated herein shall be considered superseded by the provisions contained within this Resolution.

PASSED, APPROVED, and ADOPTED this 22th day of February, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
City Clerk
City of Lancaster

R. REX PARRIS,
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. 22-10, for which the original is on file in my office.

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

(seal)

STAFF REPORT
City of Lancaster

NB 1
2/22/2022
JC

Date: February 22, 2022

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Introduction of an Ordinance to Establish Requirements for State Bill 1383
Mandatory Organics Disposal Reduction

Recommendation:

Introduce **Ordinance No. 1088**, adding Chapter 13.18 to the Lancaster Municipal Code, consistent with Senate Bill 1383 involving short-lived climate pollutants for reducing organic waste in landfills.

Fiscal Impact:

No direct fiscal impact.

Background:

Since the mid-1980s, the State of California has signed into law several bills intended to reduce the amount of solid waste entering the waste stream to preserve public health, safety, welfare, and reduce the impacts to landfills. For example, Assembly Bill 939 (AB 939) was signed into law in September 1989, which, in part, mandated each city or county to enact programs to divert twenty-five percent (25%) of solid waste by 1995, and fifty percent (50%) by the year 2000.

To further their waste reduction goals, the State of California signed Assembly Bill 341 (AB 341) in January 2012. AB 341 increased the State's waste diversion requirements from fifty percent (50%) to seventy-five percent (75%) by 2020. In addition, AB 341 requires California commercial businesses and public entities that generate four (4) or more cubic yards of solid waste per week, and multi-family housing complexes with five (5) or more units, to adopt recycling practices that divert usable materials from disposal. Based on CalRecycle data, the commercial sector generates nearly three-fourths of the solid waste in California, much of which was found to be readily recyclable. Additionally, AB 341 requires each jurisdiction to have a commercial solid waste recycling program that consists of education, outreach, and monitoring of these generators, and the data is reported to CalRecycle annually.

In October 2014, Assembly Bill 1826 (AB 1826) was signed into law, requiring businesses to

recycle their organic waste, and local jurisdictions to implement an organic waste recycling program to divert organic waste generated by businesses, including multi-family dwellings that consist of five (5) or more units. AB 1826 requires these businesses to arrange for recycling services for the following types of organics: food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper. Multi-family dwellings must arrange for recycling services for the same material except for food waste and food-soiled paper. As of December 31, 2020, all businesses and multi-family dwellings generating more than two (2) cubic yards of organic waste per week are required to arrange for organic recycling services.

In September 2016, Senate Bill 1383 was signed into law to continue the State's support in adopting policies that improve organics waste recycling and innovative, cost-effective policies. This bill addresses food waste recycling directly to reduce organic waste methane emissions. The first stage of this regulation became enforceable by the State on January 01, 2022, and requires the City to adopt an ordinance to meet the State's mandatory organics disposal reduction requirements.

Per State law, the ordinance before the City Council will require single-family residents and commercial businesses, including multi-family residential dwellings, to enroll in source-separated organic services. Additionally, businesses shall provide containers for source-separated organic waste and recyclables in all indoor and outdoor areas where disposal containers are provided for customers for materials generated by that business. State law allows for the limited issuance of waivers. City staff will work with local businesses and grant waivers allowed by State regulations.

Commercial edible food generators must arrange to recover the maximum amount of edible food that would otherwise be disposed of. The State requires these entities to enter into contracts with food recovery organizations and keep records reviewable by City staff and State representatives showing proof of food recovery. Commencing no later than January 31, 2023, for tier-one commercial edible food generators and January 31, 2025, for tier-two commercial edible food generators, these entities shall provide an annual food recovery report to the City. City staff will use this information to complete required reports to the County and State. In addition, the City is required to conduct inspections and perform an annual compliance review of commercial businesses to ensure they are subscribed to collection services and that edible food generators are arranging for proper food recovery.

Starting January 01, 2024, State law requires the City to take enforcement action against anyone not in compliance. The procedure is outlined in the proposed ordinance with State prescribed minimum violation amounts. In addition, between now and December 31, 2023, the City will be providing educational material to businesses and residents to gain compliance with this State requirement.

MH:HA:gb

Attachment:
Ordinance No. 1088

ORDINANCE NO. 1088

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, ADDING CHAPTER 13.18 TO THE LANCASTER MUNICIPAL CODE, CONSISTENT WITH SENATE BILL 1383 INVOLVING SHORT-LIVED CLIMATE POLLUTANTS FOR REDUCING ORGANIC WASTE IN LANDFILLS

WHEREAS, AB 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq.), requires cities and counties to reduce, reuse, and Recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill Disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, AB 341 means the act amending Sections 41730, 4173, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and adding Sections 40004, 41734.5 and 41780.01 to add Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and to add and repeal Section 41780.02 of, the Public Resources Code, relating to Solid Waste; and

WHEREAS, pursuant to California Public Resources Code Section 49300 and 49500-49524, the City has determined that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified company for the collection, transfer and transportation, Recycling, processing, and Disposal of Solid Waste and other services related to meeting the Diversion goals required by AB 939, and other requirements of the California Integrated Waste Management Act; and

WHEREAS, the Legislature, by enactment of legislation requiring mandatory Commercial Organics Recycling (“AB 1826”) (Public Resources Code sections 42649.8 to 42649.86), has declared that a business generating waste above a specific threshold must sign up for Organic Waste Recycling services and that Jurisdictions must provide Commercial Organic Waste Recycling services; and

WHEREAS, the Legislature, by enactment of legislation requires business to provide Customers with Organic Waste and Recycling Bins that are adjacent to each trash Container and is visible and easily accessible pursuant to Public Resource Code Section 42649; and

WHEREAS, the Legislature has also declared, by enactment of legislation involving short-lived climate pollutants (“SB 1383”) (Health and Safety Code sections 39730.5 to 39730.8) has declared that the State must reduce emissions of short-lived climate pollutions, including through specified targets for reducing Organic Waste in landfills; and

WHEREAS, SB 1383 establishes regulatory requirements for Jurisdictions, Waste Generators, haulers, Solid Waste facilities, and other entities to support achievement of Statewide Organic Waste Disposal reduction targets; and, SB 1383 requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible

Food Generators to arrange to have the maximum amount of the Edible Food, that otherwise be Disposed, be recovered for human consumption; and

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

Section 1. Chapter 13.18 Mandatory Organic Waste Disposal Reduction is hereby added to the Table of Contents of Title 13 “PUBLIC SERVICES” of the Lancaster Municipal Code.

Section 2. Chapter 13.18 of the Lancaster Municipal Code entitled “MANDATORY ORGANIC WASTE DISPOSAL REDUCTION” is hereby added as set forth in Exhibit “A” attached hereto.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Lancaster hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 4. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect 30 days after adoption.

I, Andrea Alexander, of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the _____ day of _____, 2022, and placed upon its second reading and adoption at a regular meeting of the City Council on the _____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF ORDINANCE
CITY COUNCIL

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Ordinance No. 1088, for which the original is on file in my office.

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

(seal)

EXHIBIT "A"

Chapter 13.18 MANDATORY ORGANIC WASTE DISPOSAL REDUCTION

8.13.010 Purpose and Findings.

- A. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- B. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and multi-family property owners that generate a specified threshold amount of solid waste to arrange for recycling services and requires jurisdictions to implement a mandatory commercial recycling program.
- C. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and multi-family property owners that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires jurisdictions to implement a recycling program to divert organic waste from businesses subject to the law, and requires jurisdictions to implement a mandatory commercial organics recycling program.
- D. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including jurisdictions, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support the achievement of statewide organic waste disposal reduction targets.
- E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 regulations. This ordinance will also help reduce food insecurity by requiring commercial edible food generators to arrange to have the maximum amount of their edible food, that would otherwise be disposed, be recovered for human consumption.

8.13.020. Definitions.

The definitions in this section shall govern the construction of this chapter.

“AB 341” means the act amending Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and adding Sections 40004, 41734.5, and 41780.01 to, to add Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and to add and repeal Section 41780.02 of, the Public Resources Code, relating to solid waste.

“AB 827” means the Assembly Bill approved by the Governor of the State of California on October 2, 2019, which amended Sections 42649.2, 42649.2, 42649.8, and 42649.81 of the Public Resources Code, relating to solid waste.

"AB 939" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.), as it may be amended from time to time, including the 2008 revisions to California Public Resources Code Sections 42920 – 42927 (commonly referred to as SB 1016).

“AB 1826” means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as “AB 1826.”.

“Bin” means a metal container with hinged lids and wheels with a capacity of less than or equal to six (6) cubic yards.

“Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of source separated recyclable materials.

“CalRecycle” means the State of California’s Department of Resources Recycling and Recovery, and, as this department was structured prior to January 1, 2010, the California Integrated Waste Management Board, or CIWMB.

“Cart” means a plastic container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less than 32- and no greater than 101-gallons.

“City” means the City of Lancaster, California, a municipal corporation, and all the territory lying within the municipal boundaries of the city as presently existing or as such boundaries may be modified.

“Collection” means the operation of gathering together garbage, rubbish and waste material, and transporting the same to the point of disposal.

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility, or as otherwise defined in 14 CCR Section 18982(a)(6).

“Commercial Edible Food Generators” includes tier one commercial edible food generators and tier two commercial edible food generators. For the purposes of this definition, food recovery organizations are not commercial edible food generators.

“Container” means a receptacle for temporary storage of discarded materials. containers may include bins, carts, roll-off boxes, compactors, cans, buckets, bags, or other storage instruments to the extent such containers are permitted by the city for use for collection.

“Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

“Contractor” means the person entering into a contract with the city for the collection and disposal of garbage, rubbish and waste material.

“Customer” means a person receiving solid waste handling services from a city designated contractor.

“Designee” means an entity the city contracts with or otherwise arranges to carry out any of the city’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

“Dispose” or “Disposal” means the ultimate disposition of solid waste collected by contractor at a landfill or otherwise in full regulatory compliance.

“Edible Food” means food intended for human consumption. Edible food is not solid waste if it is recovered and not discarded. Nothing in this chapter requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code.

"Environmental Laws" means all federal and state statutes, county, local and city ordinances concerning public health, safety and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the California Hazardous Substance Account Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

“Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

“Food Recovery” means actions to collect and distribute edible food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

“Food Recovery Organization” means an entity that primarily engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities, including, but not limited to:

- A. A food bank as defined in Section 113783 of the Health and Safety Code;
- B. A nonprofit charitable organization; or,
- C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) for food recovery organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this chapter.

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26).

“Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means source-separated food scraps and food-soiled paper.

“Gray Container” has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of waste that is prohibited in the blue or green container.

“Gray Container Waste” means solid waste that is collected in a gray container that is part of a three-container organic waste collection service that prohibits the placements of organic waste in the gray container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5)

“Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of source separated organic waste.

"Green Waste" means tree trimmings, wood stumps, small pieces of wood, grass cuttings, dead plants, leaves, branches, flowers, plant stocks, and dead trees (not more than six (6) inches in diameter or forty-eight (48) inches in length) and similar materials.**

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this chapter.

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this chapter, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7 Chapter 12 and this chapter, a site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this chapter.

“Multi-Family” or "Multi-Family Dwelling" or “Multi-Family Residential Dwelling” means any building or lot containing three (3) or more dwelling units. Multi-family premises do not include hotels, motels, or other transient occupancy facilities, which are considered commercial businesses. Multi-family dwelling units generally receive refuse collection service through the use of shared bins but may use carts. Service is not dependent upon unit count unless specifically stated.

“Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles, and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

“Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(51)

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

“Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index card, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

“Prohibited Container Contaminants” means the following: (i) discarded materials placed in the blue container that are not identified as acceptable source separated recyclable materials for the city’s blue container; (ii) discarded materials placed in the green container that are not identified as acceptable source separated green container organic waste for the city’s green container; (iii) discarded materials placed in the gray container that are acceptable source separated recyclable materials and/or source separated green container organic wastes to be placed in city’s green container and/or blue container; and, (iv) excluded waste placed in any container.

“Person” has the same meaning as in Public Resources Code Section 40170, which states that a person includes an individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.

"Premises" means any land or building in the city where solid waste is generated or accumulated.

“Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

“Recycle” or "Recycling" means the process of collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. Recycling includes processes deemed to constitute a reduction of landfill disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

"Recyclable Materials" means solid waste that is source separated, is reasonably free of solid waste according to acceptable local facility standards, has some potential economic value, and is set aside, handled, packaged, or offered for collection in a manner different from refuse in order to allow it to be processed for recycling. Organic materials that are source separated are not considered recyclable materials for purposes of this contract regardless of potential economic value.

“Refuse” means solid waste or debris, except sewage, construction and demolition debris, recyclable materials, and/or organic waste placed in source separated containers for collection.

“Regulated Entity” means organic waste generators, commercial businesses (including multi-family residential dwellings), property owners, commercial edible food generators, haulers, food recovery services, and food recovery organizations, subject to applicable laws.

“Residential” refers to services performed at and for residential premises, which include both single-family dwellings and multi-family dwellings.

“Residential Premises” means premises upon which dwelling units exist, including, without limitation, single family dwellings, apartments, boarding or rooming houses, condominiums, mobile homes, efficiency apartments, and other multiple dwellings. Notwithstanding any provision to the contrary herein, in the Lancaster municipal code, or otherwise, premises upon which the following uses are occurring shall not be deemed to be residential premises, and rather shall be deemed to be commercial premises: assisted living facilities, convalescent homes, dormitories, extended stay motels, group residential facilities, group care facilities, hotels, motels, and any other businesses not specifically listed at which residency is transient in nature and hence should be classified as commercial premises as determined by the city on a case by case bases.

“Route Review” means a visual inspection of containers along a hauler route for the purpose of determining container contamination, and may include mechanical inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

“SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

“Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

“Solid Waste” means “Solid Waste as defined in Public Resources Code 40191, including, but not limited to, putrescible and non-putrescible refuse, special waste, recyclable materials, construction and demolition debris, and green waste.

"Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). Source separated shall include separation of materials by the Waste generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for the purpose of collection such that source

separated materials are separated from gray container waste and other solid waste for the purposes of collection and processing.

“State” means the State of California.

“Tier One Commercial Edible Food Generator” means a commercial edible food generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Supermarket.
- B. Grocery store with a total facility size equal to or greater than 10,000 square feet.
- C. Food service provider.
- D. Food distributor.
- E. Wholesale food vendor.

“Tier Two Commercial Edible Food Generator” means a commercial edible food generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- B. Hotel with an on-site food facility and 200 or more rooms.
- C. Health facility with an on-site food facility and 100 or more beds.
- D. Large venue.
- E. Large event.
- F. A state agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- G. A local education agency with an on-site food facility.

"Waste Generator" means any person as defined by the Public Resources Code, whose act or process produces solid waste as defined in the Public Resources Code, or whose act first causes solid waste to become subject to regulation.

8.13.030. Requirements for Single-Family Generators.

Single-family organic waste generators shall comply with the following requirements:

- A. Shall subscribe to the city’s organic waste collection services for all organic waste generated as described below in section B. City and/or designee shall have the right to review the number and size of a generator’s containers to evaluate the adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and each single-family generator shall adjust its service level for its collection services as requested by city and/or designee. Generators may additionally manage their organic waste by preventing or reducing their organic waste generation, managing organic waste on site, and/or using a community composting site pursuant to 14

CCR Section 18984.9(c). ***

- B. Shall participate in the city's organic waste collection service(s) by placing designated materials in designated containers as described below, and shall not place prohibited container contaminants in collection containers.
- C. Shall place source separated green container organic waste, including food waste, in the green container; source separated recyclable materials in the blue container; and gray container waste in the gray container. Generators shall not place materials designated for the gray container into the green container or blue container.

8.13.040. Requirements for Commercial Businesses.

Generators that are commercial businesses, including multi-family residential dwellings, shall:

- A. Subscribe to the city's three-container collection services and comply with the requirements of those services as described below B. City and/or designee shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate the adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, commercial businesses shall adjust their service level for their collection services as requested by city and/or designee.
- B. Participate in the city's organic waste collection services by placing designated materials in designated containers. Generator shall place source separated green container organic waste in the green container; source separated recyclable materials in the blue container; and gray container waste in the gray container. generator shall not place materials designated for the gray container into the green container or blue container.
- C. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections D.1 and D.2 below) for employees, customers, tenants, and persons or entities that contract with the generator, consistent with the city's blue container, green container, and gray container collection service
- D. Excluding multi-family residential dwellings, provide containers for the collection of source separated green container organic waste and source separated recyclable materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a commercial business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 - 1. A body or lid that conforms with the container colors provided through the collection service provided by the city, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A commercial business is not required to replace functional containers, including containers purchased prior

to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

2. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- E. Multi-family residential dwellings are not required to comply with container placement requirements or labeling requirement in Section D pursuant to 14 CCR Section 18984.9(b).
 - F. To the extent practical through education, training, Inspection, and/or other measures, excluding multi-family residential dwellings, prohibit employees from placing materials in a container not designated for those materials per the city's blue container, green container, and gray container collection service
 - G. Excluding multi-family residential dwellings, periodically inspect blue containers, green containers, and gray containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
 - H. Annually provide information to employees, customers, tenants, and persons or entities that contract with the generator about organic waste recovery requirements and about proper sorting of source separated green container organic waste and source separated recyclable materials.
 - I. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep source separated green container organic waste and source separated recyclable materials separate from gray container waste (when applicable) and the location of containers and the rules governing their use at each property.
 - J. Provide or arrange access for the city and/or designee to their properties during all inspections conducted in accordance with chapter 13.18 to confirm compliance with the requirements of this ordinance.
 - K. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing organic waste on site, or using a community composting site pursuant to 14 CCR Section 18984.9(c).
 - L. Commercial businesses that are tier one or tier two commercial edible food generators shall comply with food recovery requirements, pursuant to sections 8.13.060 and 8.13.070 of this chapter.

8.13.050. Waivers for Generators.

- A. De minimis waiver – The city may waive a commercial business’ obligation (including multi-family residential dwellings) to comply with some or all of the organic waste requirements of this chapter if the commercial business provides documentation that the business generates below a certain amount of organic waste material as described in section 8.13.050.A.2 below. Commercial businesses requesting a de minimis waiver shall:
1. Submit an application specifying the services that they are requesting a waiver form and provide documentation as noted in section 8.13.050.A.2 below.
 2. Provide documentation that either:
 - a. The commercial business’s total solid waste collection service is two cubic yards or more per week and organic waste subject to collection in a blue container or green container comprises less than 20 gallons per week per applicable container of the business’ total waste; or
 - b. The commercial business’ total solid waste collection service is less than two cubic yards per week and organic waste subject to collection in a blue container or green container comprises less than 10 gallons per week per applicable container of the business’ total waste.
 3. Notify the city if circumstances change such that commercial business’s organic waste exceeds threshold required for waiver, in which case waiver will be rescinded.
 4. Provide written verification of eligibility for de minimis waiver every 5 years, if the city has approved de minimis waiver.
- B. Physical space waivers – The city may waive a commercial business’s or property owner’s obligations (including multi-family residential dwellings) to comply with some or all of the recyclable materials and/or organic waste collection service requirements if the city has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the organic waste collection requirements. A commercial business or property owner may request a physical space waiver through the following process:
1. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
 2. Provide documentation that the premises lack adequate space for blue containers and/or green containers including documentation from its hauler, licensed architect, or licensed engineer.
 3. Provide written verification to the city that it is still eligible for a physical space waiver every five years, if the city has approved an application for a physical space waiver.

8.13.060. Requirements for Commercial Edible Food Generators.

- A. Tier one commercial edible food generators must comply with the requirements of this section, commencing January 1, 2022, and tier two commercial edible food generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- B. Large venue or large event operators not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the large venue or large event to comply with the requirements of this section, commencing January 1, 2024.
- C. Commercial edible food generators shall comply with the following requirements:
 - 1. Arrange to recover the maximum amount of edible food that would otherwise be disposed.
 - 2. Contract with, or enter into a written agreement with food recovery organizations or food recovery services for: (i) the collection of edible food for food recovery; or (ii) acceptance of the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.
 - 3. Shall not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.
 - 4. Allow the city and/or designee to access the premises and review records pursuant to 14 CCR Section 18991.4.
 - 5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - a. A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - c. A record of the following information for each of those food recovery services or food recovery organizations:
 - i. The name, address and contact information of the food recovery service or food recovery organization.
 - ii. The types of food that will be collected by or self-hauled to the food recovery service or food recovery organization.
 - iii. The established frequency that food will be collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food

recovery organization for food recovery.

- D. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and amended Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.13.070. Requirements for Food Recovery Organization and Services.

- A. Food recovery services collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
1. The name, address, and contact information for each commercial edible food generator from which the service collects edible food.
 2. The quantity in pounds of edible food collected from each commercial edible food generator per month.
 3. The quantity in pounds of edible food transported to each food recovery organization per month.
 4. The name, address, and contact information for each food recovery organization to which the food recovery service transports edible food for food recovery.
- B. Food recovery organizations collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
1. The name, address, and contact information for each commercial edible food generator from which the organization receives edible food.
 2. The quantity in pounds of edible food received from each commercial edible food generator per month.
 3. The name, address, and contact information for each food recovery service from which the organization receives edible food for food recovery.
- C. Food recovery organizations and food recovery services that have their primary address physically located in the city and contract with or have written agreements with one or more commercial edible food generators pursuant to 14 CCR Section 18991.3(b) shall report to the city it is located in the total pounds of edible food recovered in the previous

calendar year from the tier one and tier two commercial edible food generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b).

- D. Food recovery services and food recovery organizations operating in the city shall provide information and consultation to the city, upon request, regarding existing, or proposed new or expanded, food recovery capacity that could be accessed by the city and its commercial edible food generators. A food recovery service or food recovery organization contacted by the city shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the city.

8.13.080. Requirements for Hauler and Facility Operators.

- A. The city's exclusive franchised hauler shall be required to comply with the SB 1383 regulations.
- B. Requirements for facility operators and community composting operations:
 - 1. Owners of facilities, operations, and activities that recover organic waste, including, but not limited to, compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the city's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the city shall respond within 60 days.
 - 2. Community composting operators, upon the city's request, shall provide information to the city to support organic waste capacity planning, including, but not limited to, an estimate of the amount of organic waste anticipated to be handled at the community composting operation. Entities contacted by the city shall respond within 60 days.

8.13.090. Inspections and Investigations by the City.

- A. City and/or designee are authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or source separated materials to confirm compliance with this ordinance by organic waste generators, commercial businesses (including multi-family residential dwellings), property owners, commercial edible food generators, haulers, food recovery services, and food recovery organizations, subject to applicable laws. This section does not allow city and/or designee to enter the interior of a private residential property for inspection.
- B. Regulated entity shall provide or arrange for access during all inspections (with the exception of residential property interiors) and shall cooperate with the city and/or designee during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, edible food recovery activities, records, or any other requirement of this ordinance. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any inspection or

investigation is a violation of this ordinance.

- C. Any records obtained by city and/or designee during its inspections, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- D. City and/or designee are authorized to conduct any inspections, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.
- E. The city shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 regulations, including receipt of anonymous complaints.

8.13.100. Enforcement.

- A. Violation of any provision of this chapter shall constitute a public nuisance and shall be punishable pursuant to chapters 1.12 and 1.16 of the Lancaster Municipal Code.
- B. Any violation of any of the provisions of this chapter shall constitute a misdemeanor violation and upon conviction thereof any violation shall be punishable by a fine not to exceed one thousand dollars (\$1,000.00), or by imprisonment for a period of not more than one year, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.
- C. The city may issue an administrative citation for each violation of this chapter pursuant to the procedures set forth in chapter 1.16; provided, however, that notwithstanding the provisions of subsection 1.16.100.A, the penalty amounts of administrative citations issued for violations of this chapter shall be as set forth in subsection 8.13.100.G, below:
- D. In lieu of or in addition to the foregoing, the city may collect any and all abatement and related administrative costs pursuant to the provisions of section 8.28.210.
- E. The remedies provided herein are not to be construed as exclusive remedies, and in the event of violation, the city may pursue any proceedings or remedies otherwise provided by law. Any administrative citation issued pursuant to this chapter shall not prejudice or adversely affect any other civil, administrative or criminal action that may be brought to correct or abate any unlawful nuisance condition or use. A civil or criminal action may be brought concurrently with any other process regarding the same violation.
- F. Process for Enforcement
 - 1. The city and/or designee will monitor compliance with this chapter randomly and through compliance reviews, route reviews, investigation of complaints, and/or an inspection program.
 - 2. The city and/or designee may issue an official notification to notify regulated entities of its obligations under this chapter.
 - 3. For incidences of prohibited container contaminants found in containers the

city and/or designee will notify the generator of the violation.

4. The city and/or designee shall issue a notice of violation requiring compliance within 60 days of issuance of the notice.
 5. Absent compliance by the respondent within the deadline set forth in the notice of violation, the city and/or designee may commence enforcement pursuant to chapter 1.12 and/or 1.16.
- G. The penalty amounts for administrative citations issued for violation of this chapter are as follows:
1. For a first violation, the amount of the penalty shall be \$50 per violation.
 2. For a second violation, the amount of the penalty shall be per violation.
 3. For a third or subsequent violation, the amount of the penalty shall be \$250 per violation.
- H. Compliance deadline extension considerations. The city and/or designee may extend the compliance deadlines set forth in a notice of violation issued pursuant to this chapter if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:
1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
 2. Delays in obtaining discretionary permits or other government agency approvals; or
 3. Deficiencies in organic waste recycling infrastructure or edible food recovery capacity and the city is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.
- I. Education period for non-compliance - beginning January 1, 2022 and continuing through December 31, 2023, the city and/or designee will conduct inspections, route reviews or waste evaluations, and compliance reviews, depending upon the type of regulated entity, to determine compliance, and if the city and/or designee determines that organic waste generator, hauler, tier one commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this chapter, as well as a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.
- J. Civil penalties for non-compliance. Beginning January 1, 2024, if the city and/or designee determines that an organic waste generator, hauler, tier one or tier two commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with this chapter, it shall document the noncompliance or violation, issue a notice of violation, and take enforcement action as needed, necessary and/or appropriate.

STAFF REPORT
City of Lancaster

CR 1
2/22/2022
JC

Date: February 22, 2022

To: Mayor Parris and City Council Members

From: Vice Mayor Marvin Crist

Subject: Summary of the January 25, 2022, Board of Directors Meeting for the Antelope Valley Transit Authority (AVTA)

The AVTA is a distinct government entity created under a joint powers authority agreement between the City of Lancaster, the City of Palmdale, and Los Angeles County that provides public transit services. Vice Mayor Marvin Crist serves as the Chairman, and Councilman Raj Mahli serves as a Director on behalf of the City of Lancaster.

The AVTA is a distinct government entity created under a joint powers authority agreement between the City of Lancaster, the City of Palmdale, and Los Angeles County that provides public transit services. Vice Mayor Marvin Crist serves as the Chairman, and Councilman Raj Mahli serves as a Director on behalf of the City of Lancaster.

The following is a summary of the item discussed during the Regular Board of Directors Meeting of the Antelope Valley Transit Authority (AVTA) held on January 25, 2022.

The following members were present:

Chairman Marvin Crist
Vice Chair Dianne Knippel
Director Raj Mahli
Director Michelle Flanagan
Director Steve Hofbauer
Director Richard Loa

The following action was taken:

- The Board authorized the Executive Director/CEO to execute Contract #2022-34 to Steril-Koni USA, Inc., through the State of California Multiple Award Schedule Contract #4-21-08-1057, Quote # 3162, for 18 vehicle lifts with 111,000 lb. capacity for an amount not to exceed \$291,334.15, including applicable sales tax. Approved (6-0-0-0).
- The Board authorized the Executive Director/CEO to execute Sole Respondent Contract #2022-21 with US Hybrid Corporation, Torrance, CA, to purchase 19 battery-electric ADA compliant vans for an amount not to exceed \$4,824,556.00, plus applicable sales tax.

The meeting was adjourned to Tuesday, February 22, 2022.

CVH/jr

STAFF REPORT
City of Lancaster

CR 2
2/22/2022
JC

Date: February 22, 2022

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Report on the Activities of the Board of Directors Meeting for District No. 14 of the County Sanitation Districts of Los Angeles County

District No. 14 of the County Sanitation Districts of Los Angeles County is organized to receive, through their trunk sewers, the wastewater from all of the City of Lancaster, a small region of the westerly portion of the City of Palmdale, and a smaller region of the unincorporated County of Los Angeles. A Board of Directors, comprised of one representative from each City and the County, generally meets monthly to review and decide upon the business of the District.

The following is a summary of the items discussed during the Special Board of Directors Meeting of the Los Angeles County Sanitation District No. 14 held on February 10, 2022.

The following members were present:

Alternate Director Marvin Crist (Chair pro tem)
Alternate Director Kathryn Barger
Director Hofbauer

The following actions were taken:

Minutes of Special Meeting Held January 13, 2022

Approve Minutes of Special Meeting Held January 13, 2022.

Approved (3-0-0-0)

District Expenses for the Month of December 2021

Approve December 2021 Expenses in Amount of \$1,391,992.15.

Local District Expenses:

Operations & Maintenance (O & M)	\$ 1,068,711.43
Capital	65,898.04
Legal	877.50

Allocated Expenses:

Joint Administration	119,284.50
Technical Support	135,630.37
Legal	1,590.31
<u>Total Expenses</u>	<u>\$1,391,992.15</u>

Approved (3-0-0-0)

Approve Resolution of the Board of Directors of County Sanitation District No. 14 of Los Angeles County Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency on March 4, 2020, by California Governor and Authorizing Remote Teleconference Meetings of the Legislative Body

Summary: Remote teleconferenced meetings, during the continued existence of the Governor's proclaimed state of COVID-19 emergency, will be conducted under the provisions of AB 361 which added California Government Code Section 54953(e), to the Brown Act. Under the provisions of AB 361 and Government Code Section 54953(e), each District must adopt, by majority vote, a resolution making certain findings about the continuing COVID state of emergency and health and safety risks of conducting their meeting in person. By statute, this Resolution and its referenced findings are only legally valid for 30 days. The Resolution is attached to the agenda.

Approved (3-0-0-0)

Authorize Extension of Purchase Order to Irrigation Training and Research Center (ITRC) in Amount of Approximately \$136,500 to Provide Agricultural Consulting Services and Vadose Zone Monitoring System Maintenance at Lancaster Water Reclamation Plant (WRP) Eastern Agricultural Site (EAS) for Approximately 18 months

Summary: In March 2018, the Board issued a purchase order to ITRC, low responsive bidder pursuant to a competitive selection process, for a 4.5-year period to perform permit required work at the Lancaster WRP EAS. ITRC supports groundwater monitoring and provides an agricultural expert to assure that recycled water is applied to crops at the EAS at or below agronomic rates. There are permit related activities that have been initiated but will not be completed within the original period. ITRC has offered to continue providing support to complete the work at no change to the hourly rate in the existing purchase order. An 18-month extension at this time would be in the best interests of the Districts. Staff has determined that the activities described herein are exempt or otherwise not subject to the provisions of the California Environmental Quality Act

(CEQA) pursuant to California Public Resources Code Sections 21084 and Title 14 of the California Code of Regulations (“CEQA Guidelines”) Sections 15301 and 15308. This item is consistent with the Districts’ Guiding Principles of commitment to fiscal responsibility and prudent financial stewardship; and commitment to operational excellence (protection of public health and the environment, regulatory compliance, and cost effectiveness).

Approved (3-0-0-0)

Re: Annexation No. 434 to District

- a) Adopt Resolution for Making Application to Local Agency Formation Commission (LAFCO) for Annexation and Consent to Waiver of Protest Proceedings.
- b) Adopt Joint Resolution with County of Los Angeles, Antelope Valley Cemetery District, Antelope Valley Resource Conservation District, and Antelope Valley - East Kern Water Agency, Approving and Accepting Negotiated Exchange of Property Tax Revenues Resulting from Annexation.

Summary: Annexation No. 434 consists of one proposed auto service shop. Each annexation to the District’s service area requires adoption of two resolutions by the Board. The first resolution authorizes submittal of the annexation application to LAFCO and consents to a waiver of the LAFCO protest hearing. The second resolution is a joint resolution with agencies that already provide services to the proposed annexation territory, agreeing to the amount of property tax revenue that will be apportioned to the District in accordance with the Revenue and Taxation Code. A data sheet, map, and Notice of Finding are attached.

Approved (3-0-0-0)

Re: Wastewater Revenue Program

- a) Introduce *An Ordinance Prescribing the Service Charge Rate and Mean Loadings per Unit of Usage for County Sanitation District No. 14 of Los Angeles County and Providing for the Collection of Such Charges on the Tax Roll*, and Waive Reading of Said Ordinance in its Entirety,
- b) Introduce *An Ordinance Prescribing Industrial Wastewater Surcharge Rates for County Sanitation District No. 14 of Los Angeles County*, and Waive Reading of Said Ordinance in its Entirety,
- c) Order Wastewater Service Charge Report, Containing Description of Each Parcel and Amount of Proposed Wastewater Service Charge for Fiscal Year 2022-23 for Each Parcel, Filed with Clerk of Board of Directors of District,
- d) Establish Date, Time, and Place for Public Hearing on Report; Order Publication of Required Public Notices, and Authorize Secretary to Board to Revise Date, Time, and Place for Public Hearing if Required Due to Scheduling Conflicts,

Summary: The service charge rate is currently \$40.66 per month per single-family home (\$487.88 per year). The service charge rate for fiscal year 2022-23, as previously adopted by the Board, is \$43.63 per month (\$523.52 per year). Based on review of the upcoming operating expenses, capital projects and reserve targets, staff recommends that the service charge rate remain at \$487.88 per

year and that industrial wastewater surcharge rates remain unchanged. In addition, filing of the Service Charge Report is required each year in order to collect the wastewater service charge on the property tax roll. A letter describing the proposed rates and required Board actions together with a copy of the Service Charge Report, the preliminary budget, the proposed service charge rate and industrial wastewater surcharge rate ordinances accompany the agenda. This item is consistent with the Districts' Guiding Principles of commitment to fiscal responsibility and prudent financial stewardship; and to plan for both short-term and long-term needs to minimize the need for significant rate increases.

Approved (3-0-0-0)

NJ:df