



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

Tuesday, March 8, 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 March 4, 2022
at the main entrance to 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

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:890 0871 4810# 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: 890 0871 4810# 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/Financing/Power/California Choice Energy Authority

ROLL CALL

City Council Members /Agency Directors /Authority Members: Dorris, Malhi, Mann;
Vice Mayor/ Vice Chair Crist, Mayor/Chair Parris

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION

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

2. Performing Arts & Virtual Augmented Reality Summer Arts Program
Presenters: iLead

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.

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 22, 2022.
- CC 3.** Check Registers – February 6, 2022 through February 19, 2022

Recommendation(s):

Approve the Check and Wire Registers for February 6, 2022 through February 19, 2022 in the amount of \$6,745,289.25 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. Acceptance of Public Works Construction Project No. 21-017 – AVTA Bus Stop Improvements

Recommendation(s):

Accept the work constructed by R.C. Becker and Son, Inc., for Public Works Construction Project No. 21-017, AVTA Bus Stop Improvements and direct the City Clerk to file the Notice of Completion for the project. Retention on this project shall be disbursed in accordance with California Contract Code.

In partnership with Antelope Valley Transit Authority (AVTA), City staff regularly surveys the improvement needs of AVTA bus stops in the City’s jurisdiction. These surveys include the evaluation of rider feedback, ridership, ADA accessibility and compliance, and safety of each bus stop location. In January 2020, as part of this ongoing effort, a survey was conducted that identified six bus stop locations in need of accessibility, safety, and amenity improvements.

CC 5. Acceptance of Public Works Construction Project No. 21-020 – BLVD All CAPS; find all and replace Satellite Parking

Recommendation(s):

Accept the work constructed by R.C. Becker and Son, Inc., for Public Works Construction Project No. 21-020, Blvd Satellite Parking and direct the City Clerk to file the Notice of Completion for the project. Retention on this project shall be disbursed in accordance with California Contract Code.

On March 23, 2021, City council awarded Public Works Construction Project No 21-020, Blvd Satellite Parking. This project was funded by Proposition A funds. This existing public parking lot is adjacent to the Marriott Hotel. The parking lot was rehabilitated with new AC pavement, PCC curb, PCC alley gutter, striping, signage, landscape and irrigation.

CC 6. State of California Freeway Agreement on State Route 14 Avenue G, Post Mile 71.00 to Avenue M, Post Mile 64.7 within the Lancaster City Limits

Recommendation(s):

Approve the Freeway Agreement with the State of California on State Route 14 Avenue G, PM 71.00 to Avenue M, PM 64.7, and authorize the Mayor to sign all documents. Direct the City Clerk to route the Freeway Maintenance Agreement to City Attorney and the Mayor for wet signatures.

In conjunction with the Measure R Projects located along State Route 14, this Freeway Maintenance Agreement shall clarify and supersede all previous agreements along State Route 14 within the City jurisdictional limits.

CC 7. Tax Sharing Resolution for Proposed Annexation No. 40-154 into Los Angeles County Waterworks District No. 40, Antelope Valley

Recommendation(s):

Adopt the Tax Sharing Resolution for proposed Annexation No. 40-154 into Los Angeles County Waterworks District No. 40, Antelope Valley. Direct the City Clerk to route three copies of the tax share resolution to City Attorney and the Mayor for wet signatures.

Los Angeles County Waterworks District No. 40, Antelope Valley submitted a written request that the City of Lancaster consider a joint resolution which will reallocate the ad valorem tax revenues generated by the properties within the proposed annexation. These tax sharing resolutions will provide Los Angeles County Waterworks District No. 40 with property tax revenues, from the properties proposed for annexation into the District, for the benefit of bringing a new service into the annexed territory.

CC 8. On-Call Electrical Contractor for Transportation Services (RFP No. 755-22)

Recommendation(s):

1. Award a one (1)-year contract, with an option of four (4), one (1) -year extensions with a not to exceed amount of \$750,000.00 per contract term to [Taft Electric Company](#), for RFP No. 755-22 [On-Call Electrical Contractor for Transportation Services](#), and authorize the City Manager, or his designee, to sign all documents.

2. Award a one (1)-year contract, with an option of four (4), one (1)-year extensions with a not to exceed the amount of \$100,000.00 per contract term to Crosstown Electrical & Data Inc., for RFP No. 755-22 On-Call Electrical Contractor for Transportation Services, and authorize the City Manager, or his designee, to sign all documents.

In January 2022, the City advertised a Request for Proposals for an [On-Call Electrical Contractor for Transportation Services](#). The scope of service included various jobs related to installing and repairing streetlight poles and traffic signals on an as-needed basis. The City received four (4) proposals on February 3, 2022. Upon reviewing all the vendor proposals, staff considered price, experience, references, personnel, equipment, and required certifications. Taft Electric Company and Crosstown Electrical & Data Inc. were deemed to meet the needs of the RFP, and staff recommends moving forward with issuing contracts to both vendors.

CC 9. Approve an Increase in the Contract Amount for Cohen Ventures, Inc. DBA Energy Solutions for development of the Lancaster Community Solar Program

Recommendation(s):

Approve an increase in the contract amount for Cohen Ventures, Inc. DBA Energy Solutions (Energy Solutions), by \$25,000.00 for the development of the Lancaster Community Solar Program and authorize the City Manager to sign all documents.

Energy Solutions has requested an increase to their budget to complete the outstanding assignments for this project which include the development of Lancaster's program application and support throughout the CECs approval process. They have also requested an extension on their project timeline to twenty-four (24) months. Staff is currently working with Energy Solutions to complete the City's project application. Once the project application is complete it will be submitted to the CEC for their review, comments and approval.

CC 10. Award of Bid - RFP 752-22, Lancaster Performing Arts Center (LPAC) Lighting Improvements

Recommendation(s):

Award RFP 752-22, Lancaster Performing Arts Center (LPAC) Lighting Improvements, to L.V.H. Entertainment Systems, of Moorpark, California, in the amount of \$1,019,328.16 to provide new L.E.D. lighting units to the Lancaster Performing Arts Center (LPAC). 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).

On November 18, 2021, the City conducted an electronic bid opening for RFP 752-22 via PlanetBids. One (1) sealed bid was received by the due date of February 18, 2022 at 2:00 pm.

CC 11. Award of Contracts for City’s new Enterprise Resource Planning (ERP) Software System to TYLER TECHNOLOGIES and to EMPHASIS SOFTWARE

Recommendation(s):

Authorize the City Manager and/or his designee, with the concurrence of the City Attorney, to negotiate, finalize and execute the contracts and all related documents and addendums.

The City of Lancaster is currently running its financials, budget, and purchasing transactions through ERP software provided by Cayenta/Harris Computers. Cayenta has been the City’s financial system since 1987. Technology has changed substantially over the last 35 years, however, the City’s Financial system has not kept up with these changes. In the industry, it is recommended an ERP system be upgraded every 10-15 years, thus the current system has surpassed its recommended life-cycle.

CC 12. Resolution No. 22-11- Proclaiming a Local Emergency, Ratifying the Proclamation of a State Emergency by Executive Orders N-25-20, N-29-20 and N-35-20, and Authorizing Remote Teleconference Meetings for a Thirty (30) day period Pursuant to Brown Act Provisions

Recommendation(s):

That the City Council approve **Resolution 22-11**, 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.

CC 13. Adoption of an Ordinance to Establish Requirements for State Bill 1383 Mandatory Organics Disposal Reduction

Recommendation(s):

Adopt **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

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.

PUBLIC HEARING

- PH 1.** Substantial Amendment to the City’s Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) 2020-2024 Five-Year Consolidated Plan and 2018-2019, 2019-2020, 2020-2021 and 2021-2022 Action Plans

Recommendation(s):

- a. Conduct a public hearing and upon accepting public testimony;
- b. Approve the Substantial Amendment to the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) 2020-2024 Five-Year Consolidated Plan (Consolidated Plan) and 2018-2019, 2019-2020, 2020-2021 and 2021-2022 Annual Action Plans (Action Plans) to allow for the inclusion of three (3) new objectives and the reprogramming of \$1,213,176 in CDBG funds and \$1,195,418 in HOME funds to existing and newly proposed eligible activities; and
- c. Authorize the City Manager, or designee, to execute and transmit all necessary contracts and associated documents, including the Substantial Amendment to the Consolidated Plan and Action Plans, and any additional amendments, to ensure the City’s timely expenditure of CDBG and HOME funds.

The U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities receiving Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) funds, such as the City, to prepare and submit a Consolidated Plan every five (5) years to establish a unified, strategic vision for economic development, housing and community development actions. The Consolidated Plan encompasses the analysis of local community needs and coordinates appropriate responses to those needs and priorities.

- PH 2.** Amendment to the Adopted Budget and Capital Improvement Program for Fiscal Year 2021-2022.

Recommendation(s):

Adopt **Resolution No. 22-12**, authorizing an amendment to the adopted Budget and Capital Improvement Program for Fiscal Year 2021-2022.

Since adoption of the Budget and Capital Improvement Program for Fiscal Year 2021-2022 in June 2021, staff has identified some recommended adjustments to revenues and expenditures. The recommended amendments include implementation of the Reserve policy, amending estimated revenues and appropriating new expenditures as provided in the attachment. The recommended adjustments are in accordance with proper governmental accounting and financial reporting practices, Council approved objectives and restricted revenue objectives.

NEW BUSINESS

- NB1.** Shop More in Lancaster Holiday Program Extension

Recommendation:

Approve the extension of the Shop More in Lancaster Holiday Program through April 30, 2022.

The cards were initially set to expire on February 28, 2022. The proposed extension would allow recipients to use the cards through the end of April 2022.

COUNCIL REPORTS

CR1. Council Reports

CALIFORNIA CHOICE ENERGY AUTHORITY

No action required at this time.

LANCASTER HOUSING AUTHORITY

No action required at this time.

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

LANCASTER SUCCESSOR AGENCY

No action required at this time.

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

CITY CLERK/AGENCY/AUTHORITY SECRETARY ANNOUNCEMENT

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

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

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CITY COUNCIL / AGENCY/ AUTHORITY COMMENTS

CLOSED SESSION

1. Conference with Legal Counsel - Anticipated Litigation: significant exposure to litigation pursuant to Government Code Section 54956.9(d) (2) - two potential cases.
2. Conference with Legal Counsel - Anticipated Litigation: consideration of initiation of litigation pursuant to Government Code Section 54956.9(d) (4) - two potential cases.
3. Conference with Legal Counsel - Anticipated Litigation: consideration of initiation of litigation pursuant to Government Code Section 54956.9(d) (4) - two potential cases.
4. Antelope Valley Groundwater Cases Included Action:
Los Angeles County Waterworks District No. 40 v. Diamond Farming Co. Superior Court of California, County of Los Angeles, Case No. BC325201;
Los Angeles County Waterworks District No. 40 v. Diamond Farming Co. Superior Court of California, County of Kern, Case No. S-1500-CV-254-348;
Wm. Bolthouse Farms, Inc. v. City of Lancaster, Diamond Farming Co. v. City of Lancaster, Diamond Farming Co. v. Palmdale Water District
Superior Court of California County of Riverside, consolidated actions; Case Nos. RIC 353 840, RIC 344 436, RIC 344 668
5. Ramos v Patino, LASC Case No. MC027974
6. Lozoya v. City of Lancaster, LASC Case No. 19AVCV00714
7. Johnson v. City of Lancaster, LASC Case No. 19AVCV00824
8. Rahier v. City of Lancaster, LASC Case No. 19AVCV00163
9. Brisa Mahoney, et al. v. City of Lancaster, et al., LASC Case No. 20STCV02556
10. Conference with Real Property Negotiators:
Property: APNs 3124-012-008&009

City negotiators: Mike Livingston, Allison Burns

Negotiating parties: Ann Hiramoto; Tina Yoke

Under negotiation: price and terms of payment

11. Manzo v. Beazer Homes Holdings, LLC et al., LASC Case No. 20AVCV00297
12. Hernandez v. County of Los Angeles, et al., LASC Case No. 20AVCV00318
13. Romines v. City of Lancaster, et al., LASC Case No. 20AVCV00345
14. Moujan v. City of Lancaster et al., LASC Case No. 20AVCV00205
15. Davis v. State of California, LASC Case No. 19AVCV00805
16. Lancaster v. Netflix, et al., LASC 21STCV01881
17. Butts v. Lancaster, LASC 21STCP00389
18. Lancaster v. Rives
19. Myesha Lopez, et al. v. County of Los Angeles, et al. CDCA Case No. 5:21-cv-00290-JGB(SHKx)
20. Ortiz v. Lancaster, LASC Case No. 21AVCV00001
21. Aijala v. Lancaster, LASC Case No. 21STCV07841
22. Gardner v. Dominoids, LASC Case No. 21AVCV00186
23. Evans v. Lancaster, LASC Case No. 21AVCV00145
24. Bojorquez v. Lancaster, LASC Case No. 20AVCV00894
25. Arkey v. Lancaster, LASC Case No. 20AVCV00816
26. Perez v. Lancaster, LASC Case No. 20AVCV00589
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 22, 2022 at 5:00 PM

MEETING ASSISTANCE INFORMATION

In compliance with the Americans with Disabilities Act, this meeting will be held at a location accessible to persons with disabilities; if you need special assistance to participate in this meeting, please contact the City Clerk at (661)723-6020. Services such as American Sign Language interpreters, a reader during the meeting, and/or large print copies of the agenda are available. 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.

CC 2
03/08/2022
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**CITY COUNCIL/SUCCESSOR AGENCY/HOUSING/
FINANCING/POWER/CALIFORNIA CHOICE ENERGY
AUTHORITY
REGULAR MEETING
MINUTES**

***HYBRID MEETING PURSUANT TO
GOVERNMENT SECTION CODE §54953 (e)
Tuesday, February 22, 2022***

CALL TO ORDER

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

ROLL CALL

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

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

ABSENT: Housing Authority Members: Harvey and 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

PLEDGE OF ALLEGIANCE

Council Member Raj Malhi

EMERGENCY DECLARATIONS

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

Mayor Parris directed staff to create a checklist by each department to be included in the COVID-19 playbook. Mayor Parris also directed staff to have the playbook on the agenda for public comment.

Discussion among Council included the ability to test sewer water for antivirals as a precaution to take to be included in the COVID-19 playbook. Council also discussed including in the playbook enforcement in the event that COVID-19 cases increase.

Council also discussed vaccine advisories and continued health checks.

Mayor Parris directed staff to research the protocols for testing after someone has contracted COVID-19 to ensure they don't have further health issues.

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

No comment at this time.

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

ED 1. COVID-19 UPDATES AND ACTIONS

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

Mayor Parris turned the meeting over to the Lancaster Housing Authority Vice Chair Crist.

HA CC 1. APPROPRIATION OF FUNDS L STREET PROPERTIES ACQUISITION

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 approved item number HA CC1 as comprised, by the following vote 3-0-0-2; Ayes: Malhi, Mann, Crist; Noes: None; Abstain: None; Absent: Szeto, Harvey.

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

Vice Chair Crist turned the meeting back over to Mayor 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 Vice Mayor Crist and seconded by Council Member Malhi, the City Council APPROVED the Consent Calendar as comprised, by the following vote: 5-0-0-0; Ayes: Dorris, Malhi, Mann, Crist, Parris; Noes: None; Abstain: None; Absent: None.

CC 1. ORDINANCE WAIVER

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

CC 2. MINUTES

Approved the City Council/Successor Agency/Financing/Power/California Choice Energy Authority Regular Meeting Minutes of February 08, 2022.

CC 3. CHECK REGISTERS

Approved the Check and Wire Registers for January 23, 2022 through February 5, 2022 in the amount of \$6,557,082.70 as presented.

CC 4. MONTHLY REPORT OF INVESTMENTS

Accepted and approved the January 2022 Monthly Report of Investments as submitted.

CC 5. AWARD OF BID – PWCP 21-014 FOR PEDESTRIAN GAP CLOSURE IMPROVEMENTS ATPL-5419(050) LACMTA PROJECT ID#MM4501.05 AND FTIP#LATP16S002

Awarded 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. Authorized 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).

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)

Approved 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. Authorized the City Manager, or his designee, to sign all documents.

CC 7. CONSTRUCTION AWARD OF BID AND APPROVAL OF PURCHASE OF ITERIS VIDEO DETECTION SYSTEMS – PWCP 22-004 - 2022 SUMMER PAVEMENT MANAGEMENT PROGRAM

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

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

3. Recognized \$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 appropriated to Expenditure Account Number 349 12ST048 924.

CC 8. APPROVAL OF THE ANNUAL REPORT FOR THE DOWNTOWN LANCASTER PROPERTY AND BUSINESS IMPROVEMENT DISTRICT

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

CC 9. APPROVAL OF AMENDMENT NO. 1 OF THE PROFESSIONAL SERVICES AGREEMENT FOR ASSESSMENT DISTRICT ADMINISTRATION AND SUPPORT SERVICES TO HARRIS AND ASSOCIATES

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

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

Approved 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). Authorized the City Manager, or his designee, to sign all

CC 11. AMENDING CLASSIFICATION SCHEDULE AND TERMS & CONDITIONS OF EMPLOYMENT FOR REPRESENTED AND NON-REPRESENTED EMPLOYEES OF THE CITY

1. Adopted **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 authorized the City Manager to execute the MOU.
2. Adopted **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 authorized the City Manager to execute the MOU.
3. Adopted **Resolution No. 22-10**, amending Resolution 21-65, establishing a compensation schedule for various classifications of employees of the City of Lancaster.
4. Appropriated \$722,831.25 to COVID-19 Incentive.

NB 1. INTRODUCTION OF AN ORDINANCE TO ESTABLISH REQUIREMENTS FOR STATE BILL 1383 MANDATORY ORGANICS DISPOSAL REDUCTION

Jeff Hogan, Development Services Director presented the staff report on this item.

Discussion among Council included the possibility to have staff send a letter to stop or postpone the mandate to allow time for implementation. Council further discussed the financial impacts the mandate will cause including raising the cost of living.

Vice Chair Crist directed staff to place information in Outlook magazine and send letter to State.

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

No comments at this time.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council introduced **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, by the following vote: 5-0-0-0; Ayes: Dorris, Malhi, Mann, Crist, Parris; Noes: None; Abstain: None; Absent: None.

CA 1. DISCUSSION AND CONSIDERATION OF APPROVAL TO ALLOCATE FUNDING TO PROVIDE SUBSIDIES TO LANCASTER FAMILIES FOR PURCHASE OF FIREARMS TO PROTECT THEIR HOMES.

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

Addressing the Council at this time:

Janice Williams (e-mailed comment read into the record)- “Mayor Parris’ hope to place the item on the agenda should be vetoed. Who will get to disburse the funds and to whom? That is not a viable idea. If the sheriff department would changer their tactics and become more professional and learn to Protect and Serve their funding would be cut.”

Captain John Lecrivian discussed effects of disciplinary action regarding vaccine requirements.

Discussion among Council included Sheriff’s support of individual rights of deputies along with the issues arising from disciplinary actions against firefighters. Council also discussed alternative options to ensure public safety.

Captain Tom Stukey discussed extended response time as a result of disciplinary actions mandated by the Los Angeles County Board of Supervisors, along with overworked firefighters. Captain Tom Stuckey also discussed cost to replace employees if lost.

Discussion among Council included reviewing the City’s need to have its own police department.

Addressing the Council at this time:

Ruth Luevanos- spoke in opposition of arming citizens with guns and recommended investing in community.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council, tabled the discussion of item number CA 1; advised staff to create a critical plan that supports firefighters and sheriff deputies, along with informing Los Angeles County Board of Supervisors regarding the hiring of fired firefighters and deputies; lastly, draft a contract to supply minutes without carpet, by the following vote: 5-0-0-0; Ayes: Dorris, Malhi, Mann, Crist, Parris; Noes: None; Abstain: None; Absent: None.

CA 2. CONSIDERATION OF NOMINATION AND APPOINTMENT OF CASSANDRA HARVEY AS VICE CHAIR OF THE PLANNING COMMISSION

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

No public comments at this time.

On a motion by Mayor Parris and seconded by Vice Mayor Crist, the City Council appointed Cassandra Harvey as Vice Chair of the Planning Commission, by the following vote: 5-0-0-0; Ayes: Dorris, Malhi, Mann, Crist, Parris; Noes: None; Abstain: None; Absent: None.

CA 3. CONSIDERATION OF NOMINATION AND APPOINTMENT OF GIOVANNI POPE AS VICE CHAIR OF THE SOCIAL EQUITY COMMISSION.

Addressing the Council at this time:

Shawn Cannon, Chair of Social Equity Commission - discussed support of appointment of Giovanni Pope as Vice Chair.

On a motion by Mayor Parris and seconded by Vice Mayor Crist, the City Council appointed Giovanni Pope as Vice Chair of the Social Equity Commission, by the following vote: 5-0-0-0; Ayes: Dorris, Malhi, Mann, Crist, Parris; Noes: None; Abstain: None; Absent: None.

CR 1. SUMMARY OF THE JANUARY 25, 2022, BOARD OF DIRECTORS MEETING FOR THE ANTELOPE VALLEY TRANSIT AUTHORITY (AVTA)

Vice Mayor Crist reported on the Antelope Valley Transit Authority Board of Directors meeting to include application to become Medicare provider and budget applications.

Vice Mayor Crist also reported on the Antelope Valley Air Quality Management District's success of lawnmower initiative.

CR 2. REPORT ON THE ACTIVITIES OF THE BOARD OF DIRECTORS MEETING FOR DISTRICT NO. 14 OF THE COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

Vice Mayor Crist reported on the Board of Directors meeting of the County Sanitation Districts of Los Angeles County to include the stop of mandatory rate increases.

CR 3. COUNCIL REPORTS

Council Member Mann reported on Destination Lancaster North County meeting to include rate increase of one percent. Also, upcoming presentation to Council with new Tourism Improvement Business District bid and budget at a later date.

Discussion among Council included budget amount and involvement of City staff.

Council Member Malhi provided a report on Medical Main Street's final building plans.

Council Member Dorris reported on his visit to the Lancaster Museum of Art and History.

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

LANCASTER SUCCESSOR AGENCY

No action is required at this time

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

Jason Caudle, City Manager provided an update on the success of the Toshiba meeting regarding hydrogen. The City Manager also announced continued COVID-19 testing at the Jethawks stadium and vaccines at the Antelope Valley Fairgrounds. The City Manager also announced upcoming events such as the State of the City on March 18, 2022 at the Lancaster Performing Arts Center along with the Goodstock Benefit Concert on March 26, 2022 and the Poppy Festival. Lastly, the City Manager reported on current City construction projects.

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 support of tabling discussion regarding item number CA 1. Fran also discussed her support for Antelope Valley Transit Authority board for allowing free rides for seniors.

Vice Mayor Crist discussed benefits of allowing free rides for seniors.

COUNCIL/AUTHORITY COMMENTS

No comments at this time.

ADJOURNMENT

Mayor Parris adjourned the meeting at 7:08 p.m. and announced the next meeting will be held on March 8, 2022 at 5:00 p.m.

PASSED, APPROVED and ADOPTED this 8th day of March 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
03/08/22
JC

Date: March 8, 2022
To: Mayor Parris and City Council Members
From: George N. Harris II, Finance Director
Subject: **Check Registers – February 6, 2022 through February 19, 2022**

Recommendation:

Approve the Check and Wire Registers for February 6, 2022 through February 19, 2022 in the amount of \$6,745,289.25 as presented.

Fiscal Impact:

\$6,745,289.25 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.:	7424138-7424444	\$ 6,352,858.59
ACH/Wire Check Nos.:	101010989-101010994	\$ <u>392,430.66</u>
		\$

6,745,289.25

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

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

GH:sp

Attachments:

Check Register

ACH/Wire Register

City of Lancaster Check Register



From Check No.: 7424138 - To Check No.: 7424444
 From Check Date: 02/06/22 - To Check Date: 02/19/22

Printed: 2/22/2022 11:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7424138	02357	A V TRANSIT AUTHORITY	SENIOR ANNUAL PASS-10/21-12/21	13,500.00	204 4430770	13,500.00
7424139	02357	A V TRANSIT AUTHORITY	JAN-MAR 22-BUS STOP MAINTENANC	20,802.50	207 4430404	20,802.50
7424140	10800	ACEVEDO, AILEEN	MAYORS AWARD SCHOLARSHIP	1,000.00	106 4430200	1,000.00
7424141	10365	AM CAFE, INC.	SHOP MORE LANC-GFTCD-REIMB	600.00	101 4431307	600.00
7424142	C8888	AMERICAN PREMIERE HOMES	RMB-DRAINAGE IMPCT FEE-TR 53253	37.30	101 3201200	(746.00)
					220 17SD021924	783.30
				<u>37.30</u>		<u>37.30</u>
7424143	C8888	AMERICAN PREMIERE HOMES	RMB-DRAINAGE IMPACT FEE TR-60427, 60428, 60430, 47775	4,280.50	101 3201200	(746.00)
					220 17SD021924	5,026.50
				<u>4,280.50</u>		<u>4,280.50</u>
7424144	C8888	AMERICAN PREMIERE HOMES	RMB-DRAINAGE IMPCT FEE-TR 60614	4,509.87	101 3201200	(746.00)
					220 17SD021924	5,255.87
				<u>4,509.87</u>		<u>4,509.87</u>
7424145	10336	BUBBAKOOS BURRITOS	SHOP MORE LANC-GFTCD-REIMB	2,740.00	101 4431307	2,740.00
7424146	10447	CARAMEL BAKERY INC	SHOP MORE LANC-GFTCD-REIMB	320.00	101 4431307	320.00
7424147	10110	CASE, PRESLEY	MAYORS AWARD SCHOLARSHIP	1,000.00	106 4430200	1,000.00
7424148	10804	CHAVEZ TORRES, CHELSEY	MAYORS AWARD SCHOLARSHIP	1,000.00	106 4430200	1,000.00
7424149	D3337	COACH'S SPORTS BAR & GRILLE	SHOP MORE LANC-GFTCD-REIMB	1,240.00	101 4431307	1,240.00
7424150	D4423	COCHRAN, DEREK G	DC-BOOT/PAINT REIMBURSEMENT	194.45	101 4631209	194.45
7424151	D0983	CRAZY OTTO'S DINER #3	SHOP MORE LANC-GFTCD-REIMB	5,500.00	101 4431307	5,500.00
7424152	D1032	CRAZY OTTOS DINER	SHOP MORE LANC-GFTCD-REIMB	500.00	101 4431307	500.00
7424153	09542	DON SAL COCINA AND CANTINA	SHOP MORE LANC-GFTCD-REIMB	1,400.00	101 4431307	1,400.00
7424154	10897	HACKETT, ALVIN AND SANDRA	REFUND-LOAN OVERPAYMENT	1,346.59	991 1210000	1,346.59
7424155	10672	HARRIS, GEORGE	gh-PR DM-SAN DIEGO-2/15-2/18	259.00	101 4220256	259.00
7424156	10378	IGUARAN, VIRIDIANA	VI-PR DM-SAN DIEGO-2/15-2/18 CSMFO	259.00	101 4220256	259.00

City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7424157	07090	K. HOVNIANIAN HOMES	RMB-DRAINAGE IMCT FEE-TR 54401	1,606.06	101 3201200 220 17SD021924	(746.00) 2,352.06
				<u>1,606.06</u>		<u>1,606.06</u>
7424158	07090	K. HOVNIANIAN HOMES	RMB-DRAINAGE IMCT FEE-TR 53297	2,981.26	101 3201200 220 17SD021924	(746.00) 3,727.26
				<u>2,981.26</u>		<u>2,981.26</u>
7424159	1215	L A CO WATERWORKS	11/17-02/01/22 WATER SVC	531.73	101 4620654 203 4636654	154.36 377.37
				<u>531.73</u>		<u>531.73</u>
7424160	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 3/2022	180.00	101 2171000	180.00
7424161	10148	LOPEZ TOLENTINO, JOCELYN	MAYORS AWARD SCHOLARSHIP	1,000.00	106 4430200	1,000.00
7424162	10148	LOPEZ TOLENTINO, JOCELYN	IMPACT '21(MAR20-AUG21)159	1,590.00	109 4100355	1,590.00
7424163	10809	LOPEZ, MELANIE	MAYORS AWARD SCHOLARSHIP	1,000.00	106 4430200	1,000.00
7424164	07086	LUCKY LUKE BREWING COMPANY	SHOP MORE LANC-GFTCD-REIMB	1,460.00	101 4431307	1,460.00
7424165	D4517	MALTA, CHRISTINE M	CM-PR DM-SAN DIEGO-2/16-2/18	185.00	101 4220256	185.00
7424166	D1128	MAXDONS BAR & GRILL	SHOP MORE LANC-GFTCD-REIMB	1,060.00	101 4431307	1,060.00
7424167	10353	MR WOK RESTAURANT CORP	SHOP MORE LANC-GFTCD-REIMB	120.00	101 4431307	120.00
7424168	10603	NATURALLY 7 TOURING LLC	TRAVEL BUYOUT-NATURALLY 7	186.00	101 2177003 101 4650257	(14.00) 200.00
				<u>186.00</u>		<u>186.00</u>
7424169	10603	NATURALLY 7 TOURING LLC	BAL-NATURALLY 7-2/12/22	6,090.00	101 2177003 101 4650318	(910.00) 7,000.00
				<u>6,090.00</u>		<u>6,090.00</u>
7424170	10377	NAYA REST INC DBA DENNYS 7931	SHOP MORE LANC-GFTCD-REIMB	1,960.00	101 4431307	1,960.00
7424171	09845	NOACK, NIKE	NN-PR DM-SAN DIEGO-2/17-2/18 CSMFO	111.00	101 4220256	111.00
7424172	10820	OLMEDO, DANIELA	MAYORS AWARD SCHOLARSHIP	1,000.00	106 4430200	1,000.00
7424173	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 3/2022	634.69	101 2170200	634.69
7424174	A7221	P E R S LONG TERM CARE PROGRAM	2/22-RETIREE LONG TERM CARE	7,844.58	109 1101000	7,844.58
7424175	10836	PAUL, CLARK	MAYORS AWARD SCHOLARSHIP	1,000.00	106 4430200	1,000.00

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7424176	D2481	PINNACLE REAL ESTATE VENTURES	RMB-DRAINAGE IMCT FEE-TR 61033	474.52	101 3201200	(746.00)
					220 17SD021924	1,220.52
				<u>474.52</u>		<u>474.52</u>
7424177	D2481	PINNACLE REAL ESTATE VENTURES	RMB-DRAINAGE IMPCT FEE-TR 61538	1,092.14	101 3201200	(746.00)
					220 17SD021924	1,838.14
				<u>1,092.14</u>		<u>1,092.14</u>
7424178	03154	SO CA EDISON	12/28-01/30/22 ELECTRIC SVC	184.60	483 4754660	184.60
7424179	03154	SO CA EDISON	12/07-01/27/22 ELECTRIC SVC	688.43	101 4622652	663.99
					306 4792652	24.44
				<u>688.43</u>		<u>688.43</u>
7424180	03154	SO CA EDISON	12/10-02/01/22 ELECTRIC SVC	1,432.79	101 4634652	751.54
					203 4754652	263.04
					483 4754660	418.21
				<u>1,432.79</u>		<u>1,432.79</u>
7424181	03154	SO CA EDISON	12/07-01/30/22 ELECTRIC SVC	3,504.76	203 4754652	3,080.33
					483 4754660	424.43
				<u>3,504.76</u>		<u>3,504.76</u>
7424182	03154	SO CA EDISON	12/02-01/26/22 ELECTRIC SVC	4,098.85	203 4636652	471.55
					482 4636652	3,084.94
					483 4754660	204.54
					484 4755652	337.82
				<u>4,098.85</u>		<u>4,098.85</u>
7424183	1907	SO CA GAS COMPANY	12/28-02/01/22 GAS SVC	12,020.30	101 4620655	1,150.46
					101 4631655	261.95
					101 4633655	5,566.10
					101 4650655	3,157.97
					101 4651655	1,455.89
					101 4800403	427.93
				<u>12,020.30</u>		<u>12,020.30</u>
7424184	06771	STATE WATER RESOURCES BOARD	B KATZ-CERT RNWL T2 OP #31914	60.00	484 4755206	60.00
7424185	10131	STOCK, LAWRENCE	01/22-COMM DISEASES ADVICE	5,000.00	101 4431301	5,000.00
7424186	05332	VINCE'S PASTA AND PIZZA WEST	SHOP MORE LANC-GFTCD-REIMB	1,400.00	101 4431307	1,400.00
7424187	06851	1800	SHOP MORE LANC-GFTCD-REIMB	640.00	101 4431307	640.00
7424188	D1507	A B C-ALCOHOL BEVERAGE CONTROL	LICENSE REPLACEMENT FEE-ZELDAS	25.00	101 4600212	25.00
7424189	A9444	A V COMMUNITY CONCERTS ASSN	TCKT PRCD-QUARTETO NUEVO 1/23	198.66	101 2107000	1,187.55

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					101 3405127	(978.00)
					101 3405302	(3.78)
					101 3405303	(7.11)
				<u>198.66</u>		<u>198.66</u>
7424190	C0077	A V E K	NSC-BACTERIOLOGICAL TESTING	20.00	101 4635301	20.00
7424191	03854	A V JANITORIAL SUPPLY	COVID-SANITIZER	363.83	101 4635404	363.83
7424192	08979	A V PEST CONTROL	LMS-PEST CONTROL	175.00	101 4632301	175.00
			JRP-PEST REMOVAL-JAN	110.00	101 4631301	110.00
			AHP-PEST REMOVAL-JAN	85.00	101 4631301	85.00
			EDP-PEST REMOVAL-JAN	65.00	101 4631301	65.00
			PBP-PEST REMOVAL-JAN	95.00	101 4631301	95.00
				<u>530.00</u>		<u>530.00</u>
7424193	00107	A V PRESS	01/22-PAC ADVERTISING	1,042.00	101 4650205	1,042.00
7424194	06294	A V WEB DESIGNS	PAC-02/22-MONTHLY HOSTING CHGS	99.95	101 4650301	99.95
7424195	09826	ACME ASSET PROTECTION SERVICES	01/22-SECURITY-MTNC YD	11,067.00	203 4752301	11,067.00
7424196	10671	ALLIANCE ELECTRICAL SYSTEM INC	AIR FILTRATION SYSTEM-FNL PMT	41,737.50	101 4431295	41,737.50
7424197	C6143	AMERICAN BUSINESS MACHINES	IMAGE RUNNER ADV COPIER	3.91	101 4410254	3.91
7424198	D3147	AMERICAN PLUMBING SERVICES,INC	OMP-TROUBLESHOOT GARBAGE DSPSL	100.00	101 4634402	100.00
7424199	02693	ANDY GUMP, INC	OMP-FENCE RENTAL	44.68	101 4634602	44.68
			OMP-FENCE RENTAL	44.68	101 4634602	44.68
			RDP-FENCE RENTAL	33.51	101 4634602	33.51
			OMP-FENCE RENTAL	33.51	101 4634602	33.51
				<u>156.38</u>		<u>156.38</u>
7424200	06738	ASPEN ENVIRONMENTAL GROUP	12/21-PROFESSIONAL SVC	1,430.00	101 2185721	1,430.00
7424201	D0629	CA ASSOC OF CODE ENF OFFICERS	HMLSS WRKSH-2/28, 4/4-SOCONNO	82.00	101 4245200	82.00
			WEBINAR-S OCONNOR-3/3/22	38.00	101 4245200	38.00
				<u>120.00</u>		<u>120.00</u>
7424202	D1872	CA WATER ENVIRONMENTAL ASSN	DS-COLL SYS MAINT RNWL-350126 GRADE 1 EXP 3/31/22	91.00	101 4220311	91.00
7424203	10895	CABRERA, MARILYN	IMPACT 2021 MAR21-AUG21 24.25	242.50	109 4100355	242.50
7424204	09640	CANNON CORPORATION	CDP 18-05-PERMIT PLAN CHECKING	302.57	101 4761308	302.57
			CDP 18-05-PERMIT PLAN CHECKING	100.00	101 4761308	100.00
			CDP 18-05-PERMIT PLAN CHECKING	200.53	101 4761308	200.53
			CDP 18-05-PERMIT PLAN CHECKING	411.40	101 4761308	411.40
			CDP 18-05-PERMIT PLAN CHECKING	125.40	101 4761308	125.40

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			CDP 18-05-PERMIT PLAN CHECKING	100.00	101 4761308	100.00
			CDP 18-05-PERMIT PLAN CHECKING	421.93	101 4761308	421.93
			CDP 18-05-PERMIT PLAN CHECKING	421.93	101 4761308	421.93
			CDP 18-05-PERMIT PLAN CHECKING	888.76	101 4761308	888.76
			CDP 18-05-PERMIT PLAN CHECKING	150.00	101 4761308	150.00
			CDP 18-05-PERMIT PLAN CHECKING	3,082.30	101 4761308	3,082.30
			CDP 18-05-PERMIT PLAN CHECKING	635.00	101 2185916	635.00
			CDP 18-05-PERMIT PLAN CHECKING	97.50	101 2185920	97.50
			CDP 18-05-PERMIT PLAN CHECKING	97.50	101 2185917	97.50
			CDP 18-05-PERMIT PLAN CHECKING	2,807.45	101 4761308	2,807.45
			CDP 18-05-PERMIT PLAN CHECKING	187.50	101 4761308	187.50
			CDP 18-05-PERMIT PLAN CHECKING	743.87	101 4761308	743.87
			CDP 18-05-PERMIT PLAN CHECKING	325.00	101 2185917	325.00
			CDP 18-05-PERMIT PLAN CHECKING	155.20	101 4761308	155.20
			CDP 18-05-PERMIT PLAN CHECKING	62.48	101 4761308	62.48
			CDP 18-05-PERMIT PLAN CHECKING	97.50	101 2185917	97.50
			CDP 18-05-PERMIT PLAN CHECKING	345.44	101 4761308	345.44
			CDP 18-05-PERMIT PLAN CHECKING	25.00	101 4761308	25.00
			CDP 18-05-PERMIT PLAN CHECKING	263.48	101 4761308	263.48
			CDP 18-05-PERMIT PLAN CHECKING	421.93	101 4761308	421.93
			CDP 18-05-PERMIT PLAN CHECKING	992.25	101 4761308	992.25
			CDP 18-05-PERMIT PLAN CHECKING	356.47	101 4761308	356.47
			CDP 18-05-PERMIT PLAN CHECKING	93.80	101 4761308	93.80
			CDP 18-05-PERMIT PLAN CHECKING	100.00	101 4761308	100.00
			CDP 18-05-PERMIT PLAN CHECKING	9,108.26	101 4761308	9,108.26
			CDP 18-05-PERMIT PLAN CHECKING	8,131.03	101 4761308	8,131.03
				<u>31,251.48</u>		<u>31,251.48</u>
7424205	00382	CARRIER COMMUNICATIONS	02/22-HAUSER MTN SITE RENT	629.15	101 4245350	629.15
7424206	10309	CLIFTON LARSON ALLEN LLP	FY 20/21 INTERIM BILLING	6,492.00	101 4432304	6,492.00
7424207	08122	COHEN VENTURES INC	12/21-COMMUNITY SOLAR PROJECT	6,882.75	101 4240301	6,882.75
7424208	05830	CONVERSE CONSULTANTS	CP21012-AVE J INTERCHANGE IMPR	375.00	210 15BR007924	375.00
7424209	10892	CORTEZ, JOAQUIN	RFND-PMT21-02542 42417 SIERRA HWY	166.20	101 3201103	(73.00)
					101 3201103	(59.80)
					101 3201103	299.00
				<u>166.20</u>		<u>166.20</u>
7424210	C7625	DAPEER,ROSENBLIT & LITVAK, LLP	04/21-SPECIALIZED LEGAL SVCS BEAUCHAMP-INV#18710	652.50	101 4230301	652.50
			06/21-SPECIALIZED LEGAL SVCS WRIGHT, R	1,480.36	101 4230301	1,480.36
			12/21-MUNI CODE ENFRCMNT SVCS	70.60	101 4230301	70.60
			12/21-SPECIALIZED LEGAL SVCS BEAUCHAMP	5,129.00	101 4230301	5,129.00
			12/21-SPECIALIZED LEGAL SVCS HUGHES WESLEY	585.40	101 4230301	585.40
			12/21-SPECIALIZED LEGAL SVCS WRIGHT, R	102.96	101 4230301	102.96
				<u>8,020.82</u>		<u>8,020.82</u>

City of Lancaster Check Register



From Check No.: 7424138 - To Check No.: 7424444
 From Check Date: 02/06/22 - To Check Date: 02/19/22

Printed: 2/22/2022 11:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7424211	00414	DESERT LOCK COMPANY	JRP-VANDALISM-DOOR REPAIR	117.50	101 4630460	117.50
			AHP-DOOR REPAIR	110.00	101 4631402	110.00
			EDP-VANDALISM-LOCK REPAIR	198.39	101 4630460	198.39
			OMP-DOOR REPAIR	216.56	101 4634402	216.56
				<u>642.45</u>		<u>642.45</u>
7424212	09191	DESIGNERS TOUCH LANDSCAPE INC	PDW-CLEAN UP FROM STORM DAMAGE	1,850.00	101 4630460	1,850.00
7424213	10893	DONIS, RONALD	RFND-PMT21-06070 4320 W PADDOCK WAY	726.63	101 2172000	12.04
					101 2174000	407.59
					101 2179003	2.00
					101 3201100	(212.00)
					101 3201100	(73.00)
					101 3201100	590.00
		<u>726.63</u>	<u>726.63</u>			
7424214	D3240	FASTENAL COMPANY	PARCS-JANITORIAL SUPPLIES	4,483.94	101 4431406	259.77
					101 4630460	140.75
					101 4631404	69.45
					101 4631406	356.81
					101 4632403	220.41
					101 4633403	1,222.61
					101 4633406	39.25
					101 4634406	411.01
					101 4635406	1,763.88
					480 4755208	29.72
					480 4755209	720.43
					485 4755208	104.74
					203 4752207	24.55
					203 4752208	175.04
					203 4752209	3.93
					484 4752208	57.33
					101 4431406	1,469.78
					101 4630460	897.79
					101 4631406	1,621.53
					492.69	101 4410254
	1,041.20	101 4431295	1,041.20			
	3,714.33	101 4431250	3,714.33			
	9,996.37	101 4431295	9,996.37			
	19.29	101 4431250	19.29			
	<u>24,852.66</u>		<u>24,852.66</u>			
7424215	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	65.06	101 4770212	26.49
					210 15BR007924	38.57
		<u>65.06</u>	<u>65.06</u>			
7424216	D3689	FIELDSTONE COMMUNITIES, INC	RMB-DRAINAGE IMPACT FEE TR# 54157, 60291, 60664	292.63	101 3201200	(746.00)
					220 17SD021924	1,038.63

City of Lancaster Check Register



From Check No.: 7424138 - To Check No.: 7424444
 From Check Date: 02/06/22 - To Check Date: 02/19/22

Printed: 2/22/2022 11:39

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				292.63		292.63
7424217	D1042	FORESTAR DORADO SKIES, LLC	RMB-DRAINAGE IMCT FEE-TR 61206	631.11	101 3201200	(746.00)
					220 17SD021924	1,377.11
				<u>631.11</u>		<u>631.11</u>
7424218	10890	FRANCO, ROSA	REFUND-BASKETBALL CANCELATION	66.00	101 3401300	66.00
7424219	10519	FRONTIER COMMUNITIES	ANN DRAINAGE IMP FEE FY19/20 TRACT 61817, 61818, 61819	4,558.80	101 3201200	(746.00)
					220 17SD021924	5,304.80
				<u>4,558.80</u>		<u>4,558.80</u>
7424220	10579	FTI CONSULTING INC	JULY 2021 CITIES OF LANCASTER	6,200.00	101 4100301	6,200.00
7424221	C4848	GARRISON FAMILY MED. GROUP INC	COVID-19 TESTS 11/23-12/03/21	16,000.00	101 4431302	16,000.00
			COVID-19 TESTS 12/13-12/17/21	11,800.00	101 4431302	11,800.00
			COVID-19 TESTS 12/10-12/15/21	1,875.00	101 4431302	1,875.00
			COVID-19 TESTS 1/10, 1/18/22	3,155.00	101 4431302	3,155.00
				<u>32,830.00</u>		<u>32,830.00</u>
7424222	10598	GERTESCCA TOURING INC	RMB MERCH SALES-J TESH 1/7/22	121.00	101 3405106	121.00
7424223	08245	GOLDEN STATE LABOR COMPLIANCE	FB 729-20 CH RENO & MODERNIZTN	2,596.28	701 11BS019924	2,596.28
			CP19002-10TH ST W & AVE J IMPR	1,709.81	203 12ST039924	1,709.81
			CP21003-2020 SUMMER PMP	2,778.00	701 12ST042924	2,778.00
			CP21007-2020 FALL PMP	3,145.62	701 12ST043924	3,145.62
			CP21008-REBID 2021 NEIGHBRHOOD	2,952.54	701 15ST079924	2,952.54
			CP21009-2021 SUMMER PVMNT MGMT	3,566.88	701 12ST046924	3,566.88
			CP21010-2021 FALL PMP	3,825.59	701 12ST045924	3,825.59
			CP21012-SR-138 (SR-14) AVE J	2,779.00	210 15BR007924	2,779.00
			CP21022-2021 THERMOPLASTIC STR	672.93	210 15ST080924	672.93
			CP21017-AVTA BUS IMPROVEMENTS	5,762.94	207 11BS033924	5,762.94
			CP21020-BLVD SATELITE PARKING	2,078.48	207 11AC011924	2,078.48
				<u>31,868.07</u>		<u>31,868.07</u>
7424224	03631	HARRIS & ASSOCIATES, INC.	AD ANNEX SVCS 11/28-12/31/21	8,174.52	480 4700301	906.00
					482 4700301	1,703.69
					483 4700301	1,656.01
					484 4700301	3,908.82
				<u>8,174.52</u>		<u>8,174.52</u>
7424225	819	HERC RENTALS INC	20KW GENERATOR-11/12-12/12	1,071.89	101 4431295	1,071.89
7424226	09070	INSIGHT NORTH AMERICA LLC	12/21-INVESTMENT ADVISORY SRVC	2,919.70	101 3501110	2,919.70
7424227	09083	INT'L BUSINESS MACHINES CORP	INNOVATION PLATFORM-OPS/MAINT	2,907.20	490 4791301	2,907.20
7424228	10889	ISAMAN, KIRK	RFND OVRPMT-PMT21-07162 4054 PADDOCK WAY	129.43	101 2174000	(1,062.13)
					101 2174000	1,191.56

City of Lancaster Check Register



From Check No.: 7424138 - To Check No.: 7424444

From Check Date: 02/06/22 - To Check Date: 02/19/22

Printed: 2/22/2022 11:39

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				129.43		129.43
7424229	D4004	J P POOLS	TBP-SPLASH PAD	930.00	101 4631402	930.00
7424230	D2852	K B HOMES	RMB-DRAINAGE IMPCT FEE-TR 60044	4,673.65	101 3201200	(746.00)
					220 17SD021924	5,419.65
				4,673.65		4,673.65
7424231	C5143	KATZ AND JAMMERS	SHOP MORE LANC-GFTCD-REIMB	840.00	101 4431307	840.00
7424232	10106	KIMBERLY BLANCARTE	IMPACT '21(MAR 20-AUG 21)42.50	42.50	109 4100355	42.50
7424233	A8656	KIMLEY-HORN & ASSOCIATES INC	CP21005-AVE M PS&E	20,037.50	210 15BR005924	20,037.50
			AVE L PA & ED	2,532.50	210 15BR008924	2,532.50
				22,570.00		22,570.00
7424234	C7873	LANCASTER AUTO MALL ASSOC	01/22-AUTO MALL SIGN EXPENSE	204.91	101 4790340	204.91
7424235	A4930	LANDALE MUTUAL WATER COMPANY	L/CHALLENGER-01/22 WATER SVC	47.00	203 4636654	47.00
7424236	10162	LANDSCAPE CONNECTION GROUP	OMP-DIAGNOSE DOMESTIC BRAKE LN	1,950.00	101 4634402	1,950.00
7424237	08387	LOOMIS	11/21-EXCESS FEES/ARMORED SVC	554.22	101 3501110	554.22
			12/21-ARMORED CAR SVC INLC EXC INCL CH, PAC, MOAH & EXCESS	2,192.39	101 3501110	2,192.39
				2,746.61		2,746.61
7424238	10150	LOPEZ, EMILY IMAYA	IMPACT '21(MAR20-AUG21)105.25	1,052.50	109 4100355	1,052.50
7424239	10350	LOVE RAMEN	SHOP MORE LANC-GFTCD-REIMB	2,760.00	101 4431307	2,760.00
7424240	10283	LSY ENTERPRISE INC	TRAFFIC MGMT CENTER DEVT	1,980.00	207 11BS027924	584.10
			CP21006-SR138/14-AVE K INTERCH	10,320.00	321 11BS027924	1,395.90
				12,300.00	210 15BR004924	10,320.00
						12,300.00
7424241	06663	MASON, MELINDA	PHOTOS-BIKE SAFETY-PIUTE MDDLE	175.00	101 4205301	175.00
			PHOTOS-SAGE HALL GRAND OPENING	175.00	101 4205301	175.00
			PHOTOS-FORD GRAND OPENING	175.00	101 4205301	175.00
				525.00		525.00
7424242	10190	MCKESSON MEDICAL-SURGICAL INC	N95 MASKS	60.48	101 4431295	60.48
			N95 MASKS	30.24	101 4431295	30.24
			N95 MASKS	60.48	101 4431295	60.48
				151.20		151.20
7424243	09551	MISS GRACE TOURING, INC.	BAL-PATTY SMYTH&SCNDL-09/27/19	6,450.00	101 2140000	6,450.00
7424244	10307	NATIONAL UTILITY LOCATORS LLC	TECHNICAL UTILITY LOCATING	7,400.00	203 4754301	1,480.00
					203 4755301	1,480.00

City of Lancaster Check Register



From Check No.: 7424138 - To Check No.: 7424444

From Check Date: 02/06/22 - To Check Date: 02/19/22

Printed: 2/22/2022 11:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					480 4755301	1,480.00
					483 4754301	1,480.00
					484 4755301	1,480.00
				7,400.00		7,400.00
7424245	10891	O'NEAL, LIAT	REFUND-BASKETBALL CANCELATION ENROLEE: TYRELL BAMBA	66.00	101 3401300	66.00
7424246	D2634	O'REAR, JEFFREY R	02/22-PRODUCTION SERVICES	400.00	101 4649225	400.00
7424247	10431	ONYX ARCHITECTS, INC	LMS-PROF SVCS-ENDING 01/31/21	6,714.50	101 4600301	6,714.50
7424248	C7808	OPSEC SPECIALIZED PROTECTION	LMS SECURITY-1/24-1/30/22	2,912.00	101 4431301	2,912.00
7424249	06636	P & J ELECTRIC INC	PBP-PARTS FOR BSKTBLL LIGHTS	316.52	101 4631404	316.52
			PBP-TRBLSHT BASEBALL FLD LGHTS	1,391.76	101 4631402	1,391.76
			OMP-REPLACE BRKR/WLKWY LIGHTS	1,502.86	101 4634402	1,502.86
				3,211.14		3,211.14
7424250	05741	P P G ARCHITECTURAL FINISHES	PAINT SUPPLIES	12.77	203 4752502	12.77
			PAINT SUPPLIES	111.72	203 4752502	111.72
			PAINT SUPPLIES	52.41	203 4752502	52.41
			PAINT SUPPLIES	26.21	203 4752502	26.21
			PAINT SUPPLIES	78.62	203 4752502	78.62
			PAINT SUPPLIES	26.21	203 4752502	26.21
			PAINT SUPPLIES	26.21	203 4752502	26.21
				334.15		334.15
7424251	07249	PATRIOT PLUMBING	45524 GADSDEN-CAMERA TO MAIN	300.00	101 4622682	300.00
			45534 GADSDEN-CLEARED MAIN CLG	915.00	101 4622682	915.00
				1,215.00		1,215.00
7424252	09496	PAY PLUS SOLUTIONS	02/22-CALPERS MONTHLY CHARGES	327.00	101 4220301	327.00
7424253	10109	PEREZ, PAULINA	IMPACT '21(MAR20-AUG21)492.50	492.50	109 4100355	492.50
7424254	A2220	PESTMASTER SERVICES, LP	WEEDS-PRE-EMERGENT SVC	4,309.97	203 4752266	4,309.97
			WEEDS-PRE-EMERGENT SVC	11.91	484 4752266	11.91
			WEEDS-PRE-EMERGENT SVC	6,036.34	203 4752266	6,036.34
			WEEDS-PRE-EMERGENT SVC	4,333.78	203 4752266	4,333.78
				14,692.00		14,692.00
7424255	06160	PRIME TIME PARTY RENTALS	TENTS/EQUIP-LMS COVID TESTING 01/19-02/19/22	10,207.00	101 4431350	10,207.00
7424256	C5395	PRO ACTIVE WORK HEALTH SERVICES	LO-INITIAL EVAL EXPND-09/21/21	108.67	101 4220301	108.67
			LO-FOLLOW UP, PR-2 WC-9/24/21	77.41	101 4220301	77.41
				186.08		186.08
7424257	07002	READYREFRESH BY NESTLE	5 GAL DRINKING WATER (16)	112.33	101 4650301	112.33

City of Lancaster Check Register



From Check No.: 7424138 - To Check No.: 7424444

Printed: 2/22/2022 11:39

From Check Date: 02/06/22 - To Check Date: 02/19/22

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7424258	10219	REDMAN CONSULTING	PROF SVCS-SAFE RTS TO SCHOOL	23,987.50	101 4783301	23,987.50
7424259	05412	RETAIL MARKETING SVCS, INC	11/21-SHOPPING CART RETRIEVAL	150.00	203 4752402	150.00
7424260	C5942	S E S A C	MUSIC LICENSING	2,430.00	101 4650330	2,430.00
7424261	D3947	S G A CLEANING SERVICES	AHP-VALVE REPAIR	685.00	101 4631404	685.00
			ZELDAS-INSTALL KITCHEN LIGHTNG	985.00	101 4650403	985.00
			EDP-VANDALISM-GRAFFITI REMOVAL	860.00	101 4630460	860.00
			SKT-VANDALISM-GRAFFITI REMOVAL	760.00	101 4630460	760.00
			EDP-VANDALISM-GRAFFITI REMOVAL	485.00	101 4630460	485.00
			SKT-RESTROOM FLOOR PAINT	490.00	101 4631402	490.00
			SKT-RESTROOM FLOOR PAINT	785.00	101 4631402	785.00
			OMP-RPR VANDALISM-CHAIN FENCE	450.00	101 4630460	450.00
			OMP-WELD LOCK TO STORAGE SHED	385.00	101 4634402	385.00
			CH-RPR FENCE-VANDALISM	365.00	101 4630460	365.00
			MNTC YD-SANITIZE/DISINFECT	985.00	101 4431301	985.00
			SKT-GRAFFITI REMOVAL	560.00	101 4630460	560.00
			MNTC YD-SANITIZE/DISINFECT	985.00	101 4431301	985.00
				<u>8,780.00</u>		<u>8,780.00</u>
7424262	06180	SANTA CLARITA ELEVATORS	QRTL Y ELEV SVC-JAN-MAR 2022	2,400.00	101 4632301	480.00
					101 4633301	480.00
					101 4650301	960.00
					101 4653301	480.00
				<u>2,400.00</u>		<u>2,400.00</u>
7424263	07139	SITEONE LANDSCAPE SUPPLY LLC	OMP-IRRIGATION WIRE TRACKER	1,168.69	101 4634404	1,168.69
7424264	01816	SMITH PIPE & SUPPLY INC	NSC-IRRIGATION	408.78	101 4635404	408.78
			AHP-IRRIGATION MATERIALS	198.08	101 4631404	198.08
			LMS-IRRIGATION SUPPLY	493.24	101 4632404	493.24
			LMS-IRRIGATION REPAIR	139.96	101 4632404	139.96
				<u>1,240.06</u>		<u>1,240.06</u>
7424265	09163	SOCAL OFFICE TECHNOLOGIES	01/27-02/26/22 EQUIPMENT	402.42	101 4410254	402.42
7424266	D3695	STRATHAM(RESERVE AT LANCASTER)	RMB-DRAINAGE IMPACT FEE TN 54369, 54370, 01, 02	1,013.85	101 3201200	(746.00)
					220 17SD021924	1,759.85
				<u>1,013.85</u>		<u>1,013.85</u>
7424267	D3696	STRATHAM(STG REGENCY)	RMB-DRAINAGE IMPCT FEE FY19/20 TN 54197, 01, 02, 61489	5,041.93	101 3201200	(746.00)
					220 17SD021924	5,787.93
				<u>5,041.93</u>		<u>5,041.93</u>
7424268	06963	SURFACE DESIGN	ZELDAS-FOUNTAIN LIGHTING	550.00	101 4650403	550.00
			ZELDAS-MAINTENANCE	400.00	101 4650403	400.00
				<u>950.00</u>		<u>950.00</u>

City of Lancaster Check Register



From Check No.: 7424138 - To Check No.: 7424444
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Printed: 2/22/2022 11:39

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7424269	10361	SWEET FROG PREMIUM FROZEN YOGI SHOP MORE LANC-GFTCD-REIMB		880.00	101 4431307	880.00
7424270	09493	THE ECOHERO SHOW LLC	VIRTUAL SCHOOL ASSEMBLY(2)	1,700.00	330 4754781	1,700.00
7424271	06737	THE MCKEON GROUP INC	11/21-PROFESSIONAL SVCS 01/22-PROFESSIONAL SVC	10,000.00 10,000.00 <u>20,000.00</u>	101 4200301 101 4200301	10,000.00 10,000.00 <u>20,000.00</u>
7424272	C2555	TIME WARNER CABLE	01/27-02/26/22 TV/INTRNT/VOICE	493.37	101 4632301	493.37
7424273	08319	TRIEPEI SMITH & ASSOCIATES INC	01/22-SEE AND BE SEEN CAMPAIGN	220.00	101 4771301	220.00
7424274	D3265	ULINE	FOLDING TABLES(5)	525.68	101 4653257	525.68
7424275	A2124	UNDERGROUND SERVICE ALERT/SC	01/22-TICKETS(373) CA STATE FEE FOR REGLTRY COSTS	625.45 120.36 <u>745.81</u>	484 4755301 484 4755311	625.45 120.36 <u>745.81</u>
7424276	08783	UNIFIRST CORPORATION	UNIFORM CLEANING UNIFORM CLEANING UNIFORM CLEANING UNIFORM CLEANING UNIFORM CLEANING UNIFORM CLEANING	84.43 118.12 118.12 118.12 118.12 189.84 <u>746.75</u>	101 4754209 111 4753209 480 4755209 480 4755209 480 4755209 480 4755209 480 4755209	46.91 37.52 118.12 118.12 118.12 118.12 <u>189.84</u> <u>746.75</u>
7424277	31009	UNIVERSAL ELECTRONIC ALARMS	AHP-ALARM MAINTENANCE AHP-ALARM START-UP SVC-DEC AHP-SEC ALARM SVC-QUARTERLY MNTC YD-02/22 FIRE ALARM MNTC YD-02/22 SECURITY ALARM	1,276.60 74.00 111.00 27.00 27.00 <u>1,515.60</u>	101 4631402 101 4631301 101 4631301 203 4752301 203 4752301	1,276.60 74.00 111.00 27.00 27.00 <u>1,515.60</u>
7424278	D3370	VERIZON WIRELESS	11/21-IPAD SERVICE 11/21-WIRELESS SERVICE	6,213.01 10,504.07 <u>16,717.08</u>	112 4315651 112 4315651	6,213.01 10,504.07 <u>16,717.08</u>
7424279	10863	VIZOCOM ICT LLC	IHEALTH ANTIGEN TEST KITS	44,045.98	101 4431295	44,045.98
7424280	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX COLD MIX COLD MIX	135.30 98.57 92.59 <u>326.46</u>	203 4752410 203 4752410 203 4752410	135.30 98.57 92.59 <u>326.46</u>
7424281	31026	WAXIE SANITARY SUPPLY	OMP-JANITORIAL SUPPLIES OMP-JANITORIAL SUPPLIES	1,432.09 356.99 <u>1,789.08</u>	101 4634406 101 4634406	1,432.09 356.99 <u>1,789.08</u>

City of Lancaster Check Register



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Printed: 2/22/2022 11:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7424282	07092	WCH COMMUNITIES (91 LANCASTER)	RMB-DRAINAGE IMPCT FEE-TR 60154	2,404.25	101 3201200 220 17SD021924	(746.00) 3,150.25
				<u>2,404.25</u>		<u>2,404.25</u>
7424283	07091	WCH COMMUNITIES(TRIMARK HOMES)	RMB-DRAINAGE IMPCT FEE-TR 54400	114.99	101 3201200 220 17SD021924	(746.00) 860.99
				<u>114.99</u>		<u>114.99</u>
7424284	10249	WE THE CREATIVE	OUTLOOK MAG-WINTER 2022 GRAPHIC DESIGN-LOGO	6,434.75 1,249.55	101 4205301 101 4205301	6,434.75 1,249.55
				<u>7,684.30</u>		<u>7,684.30</u>
7424285	10167	WILLIAMS, TIANA	IMPACT '21(MAR20-AUG21)97.50	975.00	109 4100355	975.00
7424286	D2816	WM CORPORATE SERVICES INC	02/01-04/30/22-45304 5TH ST E 02/01-04/30/22-45740 KINGTREE 02/01-04/30/22-45534 GADSDEN 02/01-04/30/22-43028 GUYMAN 02/01-04/30/22 AV PARTNERS 1102 W AVE H5, 43057 39TH 02/01-04/30/22-422 LANDSFORD 02/01-04/30/22-44381 STANRIDGE 02/01-04/30/22-302 E AVE J12	99.90 99.90 99.90 99.90 199.80 99.90 99.90 99.90	101 4622682 101 4622682 101 4622682 101 4622682 101 4622682 101 4622682 101 4622682 101 4622682	99.90 99.90 99.90 99.90 199.80 99.90 99.90 99.90
				<u>899.10</u>		<u>899.10</u>
7424287	10896	ZEPEDA, MICHELLE	IMPACT 2021 MAR20-AUG21(129)	1,290.00	109 4100355	1,290.00
7424288	02357	A V TRANSIT AUTHORITY	3RD QTR BILLING-FY22	374,667.00	207 4430301	374,667.00
7424289	06099	A V RECYCLING CENTER	HOMELESS ENCAMPMENT CLEANUP 01/03-01/25/22 CLEAN-UP & VEGETATION REMOVAL 1/4-1/31/22	30,000.00 54,000.00	101 4800301 203 4752301	30,000.00 54,000.00
				<u>84,000.00</u>		<u>84,000.00</u>
7424290	05449	ACCELA, INC	ANNUAL RENEWAL 2/4/22-2/3/23	141,234.65	112 4315302	141,234.65
7424291	05128	CLEANSTREET	01/21-MONTHLY STREET SWEEP 01/22-MONTHLY HANDWORK/BK LNS	46,549.08 6,535.42	203 4752450 484 4752450 203 4752450 203 4752450	26,067.48 20,481.60 4.73 74.00
				<u>53,084.50</u>		<u>53,084.50</u>
7424292	05677	E S R I INC	1/26/22-1/25/23 SOFTWARE/MAINT	110,000.00	112 4315302	110,000.00
7424293	1214	L A CO SHERIFF'S DEPT	12/21-LAW ENFORCEMENT SVCS	2,436,374.75	101 4820354 101 4820357	2,199,406.89 236,967.86
				<u>2,436,374.75</u>		<u>2,436,374.75</u>
7424294	C2434	VINSA INSURANCE ASSOCIATES	WORKERS COMP PREM ADJUSTMENT	76,434.00	101 2166500	76,434.00

City of Lancaster Check Register



From Check No.: 7424138 - To Check No.: 7424444

From Check Date: 02/06/22 - To Check Date: 02/19/22

Printed: 2/22/2022 11:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7424295	07637	ABAIED, KATHLEEN	KA-PR DM-ANAHEIM-2/27-3/2	259.00	101 4220256	259.00
7424296	05956	ADVANCED PRINTING & GRAPHICS	OUTLOOK-WINTER(62485)	44,089.42	101 4205253	44,089.42
7424297	10365	AM CAFE, INC.	SHOP MORE LANC-GFTCD-REIMB	600.00	101 4431307	600.00
7424298	10336	BUBBAKOOS BURRITOS	SHOP MORE LANC-GFTCD-REIMB	1,860.00	101 4431307	1,860.00
7424299	C2060	CA WATER SERVICE COMPANY	12/08-02/08/22 WATER SVC	142.84	482 4636654	142.84
7424300	10447	CARAMEL BAKERY INC	SHOP MORE LANC-GFTCD-REIMB	460.00	101 4431307	460.00
7424301	D3337	COACH'S SPORTS BAR & GRILLE	SHOP MORE LANC-GFTCD-REIMB	900.00	101 4431307	900.00
7424302	D1032	CRAZY OTTOS DINER	SHOP MORE LANC-GFTCD-REIMB	1,120.00	101 4431307	1,120.00
7424303	09542	DON SAL COCINA AND CANTINA	SHOP MORE LANC-GFTCD-REIMB	1,400.00	101 4431307	1,400.00
7424304	10905	DORRIS, KIMBERLY	KD-PR DM-ANAHEIM-2/27-3/2	259.00	101 4220256	259.00
7424305	06857	ENTERTAINMENTMAX, INC	BAL-NAZARETH-2/26/22	1,750.00	101 4650318	1,750.00
7424306	1215	L A CO WATERWORKS	12/02-02/02/22 WATER SVC	2,538.51	203 4636654	614.41
					482 4636654	1,924.10
				<u>2,538.51</u>		<u>2,538.51</u>
7424307	10348	LA MICHOACANA YAMIS	SHOP MORE LANC-GFTCD-REIMB	120.00	101 4431307	120.00
7424308	09945	LA PAPILLON STEAK SEAFOOD INC	SHOP MORE LANC-GFTCD-REIMB	1,080.00	101 4431307	1,080.00
7424309	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 4/2022	180.00	101 2171000	180.00
7424310	10417	LANDIS, NICOLE	NL-BOOT/PANT REIMBURSEMENT	98.96	101 4635209	98.96
7424311	10900	LINARES, KRISTIN	MAYORS AWARD SCHOLARSHIP	1,000.00	106 4430200	1,000.00
7424312	07086	LUCKY LUKE BREWING COMPANY	SHOP MORE LANC-GFTCD-REIMB	1,280.00	101 4431307	1,280.00
7424313	A2234	MARIE CALLENDARS	SHOP MORE LANC-GFTCD-REIMB	1,900.00	101 4431307	1,900.00
7424314	10143	MARTINEZ, ANNETTE	MAYORS AWARD SCHOLARSHIP	1,000.00	106 4430200	1,000.00
7424315	D1128	MAXDONS BAR & GRILL	SHOP MORE LANC-GFTCD-REIMB	680.00	101 4431307	680.00
7424316	08544	MCCLURE, JASON	JM-PR DM-ANAHEIM-2/27-3/2	259.00	101 4220256	259.00
7424317	10353	MR WOK RESTAURANT CORP	SHOP MORE LANC-GFTCD-REIMB	440.00	101 4431307	440.00

City of Lancaster Check Register



From Check No.: 7424138 - To Check No.: 7424444
 From Check Date: 02/06/22 - To Check Date: 02/19/22

Printed: 2/22/2022 11:39

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7424318	10377	NAYA REST INC DBA DENNY'S 7931	SHOP MORE LANC-GFTCD-REIMB	540.00	101 4431307	540.00
7424319	10354	OLIVES MEDITERRANEAN CAFE	SHOP MORE LANC-GFTCD-REIMB	2,000.00	101 4431307	2,000.00
7424320	10218	ORGANIC THERAPY COMPANY	01/22-COMMUNICABLE DISEASE CON	5,000.00	101 4431301	5,000.00
7424321	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 4/2022	634.69	101 2170200	634.69
7424322	07951	PEREA, MAYRA	MP-PR DM-ANAHEIM-2/27-3/2	259.00	101 4220256	259.00
7424323	10821	RUIZ, DIANA NICOLE	MAYORS SCHOLARSHIP AWARD	1,000.00	106 4430200	1,000.00
7424324	09687	SILVA, ITZEL	MAYORS AWARD SCHOLARSHIP	1,000.00	106 4430200	1,000.00
7424325	03154	SO CA EDISON	01/10-02/07/22 ELECTRIC SVC	972.24	203 4636652 482 4636652 484 4755652	38.30 750.71 183.23
				<u>972.24</u>		<u>972.24</u>
7424326	03154	SO CA EDISON	01/04-02/01/22 ELECTRIC SVC	1,350.47	203 4636652 482 4636652	280.46 1,070.01
				<u>1,350.47</u>		<u>1,350.47</u>
7424327	03154	SO CA EDISON	01/04-02/08/22 ELECTRIC SVC	9,336.30	101 4620652 101 4633652 101 4635652 482 4636652 483 4754660	934.23 3,205.95 4,210.04 119.81 866.27
				<u>9,336.30</u>		<u>9,336.30</u>
7424328	03154	SO CA EDISON	12/03-02/02/22 ELECTRIC SVC	13,019.84	203 4754652 480 4755652 484 4755652 485 4755652 490 4250652	8,454.18 552.36 340.64 2,984.46 688.20
				<u>13,019.84</u>		<u>13,019.84</u>
7424329	03154	SO CA EDISON	12/08-02/02/22 ELECTRIC SVC	32,933.34	101 4631652 101 4633652 101 4634652 101 4635652 101 4636402 101 4651652 101 4800403 482 4636652 483 4754660 490 4250652	8,397.54 9,090.95 5,259.91 5,541.98 2,142.17 748.53 368.53 27.91 474.49 881.33
				<u>32,933.34</u>		<u>32,933.34</u>

City of Lancaster Check Register



From Check No.: 7424138 - To Check No.: 7424444

From Check Date: 02/06/22 - To Check Date: 02/19/22

Printed: 2/22/2022 11:39

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7424330	1907	SO CA GAS COMPANY	01/04-02/03/22 GAS SVC	14.79	101 4631655	14.79
7424331	D3406	STATE WATER RESOURCE BOARD	APP NO RAG19359321 FILING FEE 2022 ANNUAL NOTICE	50.00	101 4635311	50.00
7424332	10898	THE ELM CUISINE CAFE	SHOP MORE LANC-GFTCD-REIMB	480.00	101 4431307	480.00
7424333	09735	THEESE, NICOLE	NT-PR DM-ANAHEIM-2/27-3/2	259.00	101 4220256	259.00
7424334	C2555	TIME WARNER CABLE	01/22-INTERNET/TV/PHONE SVCS	2,202.28	101 4622682 101 4820651 112 4315651	807.85 164.99 1,229.44
				2,202.28		2,202.28
7424335	2106	U S POSTMASTER	POSTAGE-SPRING '22 OUTLOOK	14,205.72	101 4205211	14,205.72
7424336	05332	VINCE'S PASTA AND PIZZA WEST	SHOP MORE LANC-GFTCD-REIMB	820.00	101 4431307	820.00
7424337	D4317	WATKINS, MEG L	MW-PR DM-ANAHEIM-2/27-3/2	259.00	101 4220256	259.00
7424338	10209	1000BULBS.COM	OMP--NEW LED LIGHTS	13,355.68	701 11WT002924	13,355.68
7424339	C7500	A B I DOCUMENT SUPPORT SRVCS	CLAIM #040-19/CLGL-1400A1	167.46	113 4230303	167.46
7424340	06066	A T & T	DOJ-01/22-PHONE-BAN 9391067128	204.19	112 4315651	204.19
7424341	06576	A V CHEVROLET	GMSPO MIRROR-EQ3831	454.19	111 4753207	454.19
7424342	02605	A V COLLISION REPAIRS, INC	TRCK RPR-EQ1550	1,569.68	111 4753463	1,569.68
7424343	00116	A V ENGINEERING	PAC-IMPROVEMENTS	6,270.00	227 11BS022924	6,270.00
7424344	06294	A V WEB DESIGNS	NSC-02/22-MONTHLY HOSTING CHGS	99.95	101 4645301	99.95
7424345	C4724	ACTIVE NETWORK LLC	ACTIVENET RFNDS-PREFUNDING	965.75	101 2182001	965.75
7424346	04117	ALL VALLEY CONCRETE PUMPING	ROCK PUMP SET UP-RET BASIN	910.00	203 4752410	910.00
7424347	04760	AMERINAT	10/21-MONTHLY SERVICE FEE	457.42	306 4792301	457.42
			11/21-MONTHLY SERVICE FEE	475.92	306 4792301	475.92
			12/21-MONTHLY SERVICE FEE	438.92	306 4792301	438.92
			07/21-MONTHLY SERVICE FEE	475.92	306 4792301	475.92
			08/21-MONTHLY SERVICE FEE	475.92	306 4792301	475.92
				2,324.10		2,324.10
7424348	01933	AMERON	PED POLE RESTOCK	2,462.45	203 4754460	2,462.45
7424349	10808	ARELLANO ASSOCIATES, LLC	CLEAN AIR GRANT-CONSULTING SVC	11,014.42	101 4600308 203 4752251	8,057.06 2,957.36

City of Lancaster Check Register



From Check No.: 7424138 - To Check No.: 7424444

From Check Date: 02/06/22 - To Check Date: 02/19/22

Printed: 2/22/2022 11:39

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				11,014.42		11,014.42
7424350	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE	729.20	203 4752410	729.20
			READY MIX CONCRETE	3,505.95	203 4752410	3,505.95
				<u>4,235.15</u>		<u>4,235.15</u>
7424351	03485	BAKERSFIELD TRUCK CENTER	REPAIRS-EQ3776	444.68	111 4753207	444.68
7424352	10822	BANNER BANK	CP19002-LS ANGLS ENG-ESCR-1923	21,843.83	150 2100003	21,843.83
7424353	08902	BUILDERS UNLIMITED CONSTRUCTRS	CMTY CTR-FRONT ENTRANCE EPOXY	4,900.00	101 4622301	4,900.00
7424354	09916	CA PROF ENGINEERING INC	CP16007-RETENTION PAYMENT-4	26,573.09	150 2100003	26,573.09
7424355	06020	CANON FINANCIAL SERVICES, INC	MONTHLY COPIER CHARGES	5,371.13	101 4410254	5,371.13
7424356	05938	CENTERSTAGING LLC	BACKLINE EQUIPMENT	3,708.50	101 4650602	3,708.50
7424357	07979	CHARGEPOINT INC	BLVD MARRIOTT EV CHARGERS	20,044.57	349 11EE003924	83.74
					349 11EE003924	<u>19,960.83</u>
				<u>20,044.57</u>		<u>20,044.57</u>
7424358	08484	CONSOLIDATED ELECTRCL DIST INC	BLVD-BASE REPLACEMENT	1,764.00	483 4754665	1,764.00
			STREETLIGHT LAMPS/FIXTURES	25.36	483 4754665	25.36
			LED LMPS(12)	625.12	483 4754665	625.12
				<u>2,414.48</u>		<u>2,414.48</u>
7424359	C5201	CPS HR CONSULTING	EMPLOYEE HANDBOOK	962.50	101 4220301	962.50
			EMPLOYEE HANDBOOK	67.50	101 4220301	67.50
				<u>1,030.00</u>		<u>1,030.00</u>
7424360	03311	DELTA LIQUID ENERGY	DSP 21.15	100.25	111 4753217	100.25
7424361	10775	DENIECE WILLIAMS PRODUCTIONS	DEP-GOODSTOCK AT THE HANGAR	2,500.00	101 4649575	2,500.00
7424362	00432	DEPT OF JUSTICE	11/21-FINGERPRINT APPS	1,393.00	101 4220301	1,393.00
			01/22-FINGERPRINT APPS	160.00	101 4220301	160.00
				<u>1,553.00</u>		<u>1,553.00</u>
7424363	D2120	EAN SERVICES, LLC	RENTAL 11/18-12/13/21	1,712.96	101 2175000	(11.25)
					203 4752602	<u>1,724.21</u>
				<u>1,712.96</u>		<u>1,712.96</u>
7424364	09614	ENCOMPASS CONSULTANT GROUP INC	CP23009 AVTA BUS STOP 651	3,700.00	207 11BS033924	3,700.00
7424365	09575	ENTERPRISE FM TRUST	PW-MONTHLY VEHICLE LEASE	19,374.40	104 4753762	8,559.19
					111 4753762	10,815.21
			PW-MONTHLY VEHICLE LEASE	19,374.40	104 4753762	8,559.19
					111 4753762	10,815.21

City of Lancaster Check Register



From Check No.: 7424138 - To Check No.: 7424444

From Check Date: 02/06/22 - To Check Date: 02/19/22

Printed: 2/22/2022 11:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				38,748.80		38,748.80
7424366	D2427	ENVIRONMENTAL SOUND SOLUTIONS	01/22-MUSIC SERVICE	65.00	101 4633301	65.00
7424367	D3240	FASTENAL COMPANY	FLEET-FILTERS	258.82	111 4753207	258.82
			FLEET-TRANSPORTATION	156.78	111 4753214	156.78
			ENVIRONMENTAL	423.23	101 4754209	423.23
			TRANSPORTATION	1,542.39	203 4754208	203.88
					203 4754209	42.32
					203 4754455	1,296.19
			TRANSPORTATION	2,166.83	203 4754454	395.28
					203 4754455	275.63
					203 4754456	1,476.63
					203 4754457	19.29
			FLEET-TRANSPORTATION	304.72	111 4753207	304.72
			FLEET-TRANSPORTATION	561.42	111 4753207	40.05
					111 4753209	148.61
					111 4753214	372.76
				5,414.19		5,414.19
7424368	07124	FIRST AMERICAN DATA TREE, LLC	01/22-PROFESSIONAL SVCS	540.50	101 4230301	540.50
7424369	09787	FLOCK IS, INC.	ACA REPORTING-FILING/FORMS	2,530.00	101 4220301	2,530.00
7424370	08441	FRANKLIN TRUCK PARTS INC	FLEETGUARD FILTER-EQ3988	142.42	111 4753207	142.42
7424371	07369	FRONTIER COMMUNICATIONS CORP	12/25-01/24/22 TELEPHONE SVC	991.26	101 4633651	991.26
7424372	10734	GLADWELL GOVT SVCS INC	ELECTION SVCS 12/17-02/10/22	3,420.00	101 4210262	3,420.00
7424373	10888	GONZALEZ PROPERTY SVCS	MNTC YD-CLEAN/SANITIZE RSTRMS	490.00	101 4431301	490.00
			MNTC YD-SANITIZE/DISINFECT CMN	985.00	101 4431301	985.00
			CH-ANNEX-WELD RPR STORAG CNTR4	650.00	101 4633404	650.00
				2,125.00		2,125.00
7424374	10346	GREAT WALL RESTAURANT	SHOP MORE LANC-GFTCD-REIMB	5,000.00	101 4431307	5,000.00
7424375	05822	H & H AUTO PARTS WHOLESALE	BRAKES-EQ4621	124.69	111 4753207	124.69
			HANDLE ASM-FRT S/D I/S-EQ3832	75.52	111 4753207	75.52
			STRUTS(2)-EQ5600	237.26	111 4753207	237.26
			CONNECTOR-EQ6815	26.67	111 4753207	26.67
			BRAKES-EQ3990	306.63	111 4753207	306.63
			TAIL STOP TURN LAMP-EQ5501	184.64	111 4753207	184.64
			OIL/FILTER-EQ1527	46.26	111 4753207	46.26
			SIDE MIRROR-EQ6817	69.87	111 4753207	69.87
				1,071.54		1,071.54
7424376	07268	HIGH DESERT BROADCASTING	ADS-BEVERAGE CONTAINR RECYCING	3,700.00	330 4754777	3,700.00

City of Lancaster Check Register



From Check No.: 7424138 - To Check No.: 7424444

From Check Date: 02/06/22 - To Check Date: 02/19/22

Printed: 2/22/2022 11:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7424377	C3714	HOLDEN & ARTS ASSOCIATES	DEP-CUENTOS/DAVID GONZALEZ-4/4	2,250.00	101 4650318	2,250.00
7424378	07653	INBOUND DESIGN INC	WEB DESIGN/MAINTENANCE	325.00	490 4250301	325.00
7424379	10778	INFINITY TECHNOLOGIES	01/22-GIS SUPPORT	3,607.50	112 4315302	3,607.50
7424380	A2594	INTERSTATE BATTERY SYS OF A V	BATTERIES(5) BATTERIES(8)	540.82 1,115.97 <u>1,656.79</u>	111 4753207 111 4753207	540.82 <u>1,115.97</u> 1,656.79
7424381	01419	JOHNSTONE SUPPLY	GAS VLV KIT, PLENUM THERMOSTAT CR-RETURN INV4108800 U COMM PRO	158.42 (294.31) 260.63 <u>124.74</u>	203 4752402 203 4752402 203 4752402	158.42 (294.31) <u>260.63</u> 124.74
7424382	D1903	KERN MACHINERY INC-LANCASTER	DISK BRAKE CALIPER ASSY-EQ5844 NSC-HITCH PIN	400.08 22.43 <u>422.51</u>	111 4753207 101 4635404	400.08 <u>22.43</u> 422.51
7424383	05301	KIMBALL MIDWEST	PAINT-ULTRA PROMAX GLOSS BLK HAMMER BIT FENDER WASHER	3,004.20 180.65 529.20 <u>3,714.05</u>	203 4754454 203 4754455 203 4754455	3,004.20 180.65 <u>529.20</u> 3,714.05
7424384	A8656	KIMLEY-HORN & ASSOCIATES INC	CP20006-LANCASTER HEALTH DISTR	6,557.13 <u>6,557.13</u>	209 15ST058924 321 15ST058924	3,888.38 <u>2,668.75</u> 6,557.13
7424385	03575	LANCASTER AUTO INTERIORS	RE-UPHOLSTER SEAT-EQ7508	421.66	111 4753207	421.66
7424386	10349	LANCASTER TEA BOX CAFE	SHOP MORE LANC-GFTCD-REIMB	860.00	101 4431307	860.00
7424387	10162	LANDSCAPE CONNECTION GROUP	FENCE RPR-HORSE TRAIL-37TH W/M FENCE REPAIR-SIERRA HWY WALL REPAIR-20TH W/H4 WALL REPAIR-H/15TH WALL REPAIR-DIVISION/H8 WALL REPAIR-61ST/K CURB REPAIR-DWP	1,850.00 26,250.00 750.00 750.00 925.00 950.00 5,950.00 <u>37,425.00</u>	203 4636404 207 11FW005924 482 4636462 482 4636462 482 4636462 482 4636462 227 11BS036924	1,850.00 26,250.00 750.00 750.00 925.00 950.00 <u>5,950.00</u> 37,425.00
7424388	10283	LSY ENTERPRISE INC	CP20006-LANC HEALTH DISTRICT	10,646.00	203 15ST058924	10,646.00
7424389	06431	MACKAY COMMUNICATIONS, INC	RNWL-SUBSCRIPTION-12/21-12/22	305.99	101 4245350	305.99
7424390	1385	MC CORMICK DIESEL & BRAKE	REPAIRS-EQ3776 CA OPACITY TEST-EQ5507	1,037.81 100.00 <u>1,137.81</u>	111 4753207 111 4753207	1,037.81 <u>100.00</u> 1,137.81

City of Lancaster Check Register



From Check No.: 7424138 - To Check No.: 7424444

Printed: 2/22/2022 11:39

From Check Date: 02/06/22 - To Check Date: 02/19/22

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7424391	10190	MCKESSON MEDICAL-SURGICAL INC	N95 MASKS	120.97	101 4431295	120.97
7424392	10256	MIER, BRYAN	PHOTO/VIDEO-FEB ART SHOW	1,500.00	101 4651251	1,500.00
			PHOTO/VIDEO-FEB ART EXHIBIT MOAH-CEDAR	1,000.00	101 4651251	1,000.00
				<u>2,500.00</u>		<u>2,500.00</u>
7424393	D3578	MINUTEMAN PRESS	LMS-COVID-19 TEST SIGNAGE	859.95	101 3431003	859.95
			LMS-COVID-19 TEST SIGNAGE	1,196.22	101 3431003	1,196.22
			LMS-COVID-19 TEST SIGNAGE	938.78	101 3431003	938.78
			LCE-CALPINE PUSH NOTICES(302)	278.20	490 4250213	278.20
			LCE-CALPINE PUSH NOTICES(271)	281.27	490 4250213	281.27
			LCE-CALPINE PUSH NOTICE(1)	1.89	490 4250213	1.89
				<u>3,556.31</u>		<u>3,556.31</u>
7424394	08562	NAPA AUTO PARTS	FUEL FILTER-EQ5783	25.26	111 4753207	25.26
			AIR FILTER-EQ5783	26.01	111 4753207	26.01
			BELT-EQ5783	28.76	111 4753207	28.76
			BELT-EQ5600	26.87	111 4753207	26.87
			BREAK AWAY SYSTEM-EQ3747	87.64	111 4753207	87.64
			WIPER BLADES-EQ5600	49.93	111 4753207	49.93
			BLUE DEF 55 GAL	373.74	111 4753214	373.74
			FUEL FILTER-EQ3415	15.62	111 4753207	15.62
			AIR FILTER(2)	63.56	111 4753207	63.56
			OIL FILTER-EQ7508	6.71	111 4753207	6.71
			BELT, PULLEY-EQ4356	51.00	111 4753207	51.00
			12IN EXACTFIT-REAR-EQ7508	14.80	111 4753207	14.80
			OIL FILTER/WIPER BLADE-EQ5861	26.60	111 4753207	26.60
			SCRAPER(3)	16.50	111 4753208	16.50
			BRAKE PADS-EQ3820	384.76	111 4753207	384.76
			WIPER BLADE, AIR FILTER-EQ1524	73.78	111 4753207	73.78
			CRANKCASE FILTER-EQ3988	99.49	111 4753207	99.49
			CLR MARKER LED-EQ1550	20.21	111 4753207	20.21
			OIL FILTER, WIPER BLDS-EQ5720	48.59	111 4753207	48.59
			AIR/OIL FILTERS-EQ3824	26.85	111 4753207	26.85
			NEW WATER PUMP-EQ3824	117.29	111 4753207	117.29
			CLR RESERVOIR, OIL CAP-EQ3824	73.16	111 4753207	73.16
			FLEET PADS, AIR FILTER-EQ3989	138.47	111 4753207	138.47
			FUEL FILTER-EQ5507	79.89	111 4753207	79.89
			AIR FILTERS(2), MTR OIL-EQ56	54.65	111 4753207	54.65
			HYDRAULIC FILTER-EQ5620	9.92	111 4753207	9.92
			WIPER BLADES-EQ1515	26.31	111 4753207	26.31
			TRAILER WIRE-EQ5868	97.56	111 4753207	97.56
			LICENSE MAP-EQ3375	10.99	111 4753207	10.99
			AIR/OIL FILTER-EQ6815	16.79	111 4753207	16.79
			BLOWER MOTOR ASSY-EQ3763	81.68	111 4753207	81.68
			OIL FILTER-EQ1762	9.24	111 4753207	9.24
				<u>2,182.63</u>		<u>2,182.63</u>

City of Lancaster Check Register



From Check No.: 7424138 - To Check No.: 7424444

From Check Date: 02/06/22 - To Check Date: 02/19/22

Printed: 2/22/2022 11:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7424395	09270	NEXTECH SYSTEMS INC	COUNTDOWN MODULE	4,951.00	203 4754461	4,951.00
7424396	10774	NU SHOEZ ENTERTAINMENT	DEP-GOODSTOCK AT THE HANGAR	2,500.00	101 4649575	2,500.00
7424397	C7808	OPSEC SPECIALIZED PROTECTION	LMS SECURITY-1/31-2/6/22	2,912.00	101 4431301	2,912.00
7424398	06636	P & J ELECTRIC INC	PBP-TRBLSHOOT BSKTBLL LIGHTING	1,043.82	101 4631402	1,043.82
			EDP-RPR WIRING FIELD LGHT POLE	20,323.27	101 4631402	20,323.27
			PBP-ELECTRICAL RPRS-FLD LIGHTS	5,591.66	101 4631402	5,591.66
				<u>26,958.75</u>		<u>26,958.75</u>
7424399	05741	P P G ARCHITECTURAL FINISHES	PAINT SUPPLIES	26.21	203 4752502	26.21
			PAINT SUPPLIES	184.29	203 4752502	184.29
			PAINT SUPPLIES	52.42	203 4752502	52.42
				<u>262.92</u>		<u>262.92</u>
7424400	05602	PETROLEUM EQUIPMENT CONST SRVS	PARTS/LABOR	855.64	111 4753402	855.64
			01/22-DESIGNATED OPERATOR INSP	175.00	111 4753402	175.00
				<u>1,030.64</u>		<u>1,030.64</u>
7424401	08967	PIONEER ATHLETICS	NSC-NET MAINTENANCE	841.89	101 4635404	841.89
7424402	08832	PLASTIC MART	FABRICATE DUST CVRS, BUFF/PLSH	1,142.63	101 4653257	1,142.63
7424403	05780	PLUMBERS DEPOT, INC	REPAIR QUICKZOOM CAMERA	554.13	480 4755405	554.13
7424404	06087	PRIORITY AUTO GLASS	BACK GLASS/KIT-EQ1739	200.00	111 4753207	200.00
			WINDSHIELD/KIT-EQ1762	237.81	111 4753207	237.81
				<u>437.81</u>		<u>437.81</u>
7424405	C5395	PRO ACTIVE WORK HEALTH SERVICES	GR-COLLECTION NON DOT-1/19/22	20.00	101 4220301	20.00
			MU-PHYSICAL DOT DMV-1/11/22	69.00	101 4220301	69.00
			MO-TB TEST-1/5/22	20.00	101 4220301	20.00
			DV-TB TEST-1/6/22	20.00	101 4220301	20.00
			KH-TB TEST-1/31/22	20.00	101 4220301	20.00
				<u>149.00</u>		<u>149.00</u>
7424406	A9382	R H A LANDSCAPE ARCHITECTS	PARKS IMPROVEMENT PLAN	900.00	104 4631402	900.00
7424407	10359	RED SALMON JAPANESE REST	REIMBURSE-TAKE OUT/CHILL GFTCD	2,000.00	101 4431301	2,000.00
7424408	1835	ROUND TABLE PIZZA	SHOP MORE LANC-GFTCD-REIMB	2,340.00	101 4431307	2,340.00
7424409	D3947	S G A CLEANING SERVICES	CDR CTR-FABRICATION/ELEC WK	11,700.00	101 4651251	11,700.00
			LUC-FENCE REPAIRS	485.00	101 4633404	485.00
			MNTC YD-SANITIZE/DISINFECT	985.00	101 4431301	985.00
			ZELDAS-KITCHEN REPAIRS	385.00	101 4650301	385.00
			COVID-19 PLEXIGLASS PANELS	4,099.00	101 4431301	4,099.00

City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			COVID-19 PLEXIGLASS PANELS	975.00	101 4431301	975.00
			LUC-FENCE REPAIR	560.00	101 4633404	560.00
			LUC-FENCE REPAIRS	875.00	101 4633404	875.00
				<u>20,064.00</u>		<u>20,064.00</u>
7424410	03962	SAFETY KLEEN	E-MANIFEST FEE	20.00	101 4754657	20.00
			AUTOMATIC PARTS WASHER	142.38	111 4753657	142.38
				<u>162.38</u>		<u>162.38</u>
7424411	08337	SILVER LINING SOLUTIONS LLC	01/22-GENERAL SUPPORT	1,040.00	112 4315302	1,040.00
7424412	01816	SMITH PIPE & SUPPLY INC	BEST 9-9-9 SUPER IRON	1,260.50	203 4636408	1,260.50
7424413	10904	SNAILWORKS LLC	SET-UP FEES	900.00	101 4210262	900.00
7424414	09801	SPECTRUM REACH	RECYCLING BEVERAGE CONTAINERS	1,770.40	330 4754777	1,770.40
			RECYCLING BEVERAGE CONTAINERS	1,500.00	330 4754777	1,500.00
				<u>3,270.40</u>		<u>3,270.40</u>
7424415	10714	SPRINGHILL SUITES BY MARRIOTT	PAC-FOLIO 77003, -04, -05	845.16	101 4650257	845.16
			PAC-FOLIOS 76051-59, 78135-38	1,831.18	101 4650257	1,831.18
				<u>2,676.34</u>		<u>2,676.34</u>
7424416	06429	STANTEC CONSULTING SRVCS INC	CP21003-2020 SUMMER PMP	1,187.50	701 12ST042924	1,187.50
7424417	A6479	TAFT ELECTRIC COMPANY	REMOVE WOOD POLE	2,765.65	483 4754660	2,765.65
			INSTALL STREET LIGHT POLE	2,484.87	483 4754660	2,484.87
			SERVICE SWAPS(2)	2,162.00	203 4754461	2,162.00
				<u>7,412.52</u>		<u>7,412.52</u>
7424418	A1393	TEAMSTERS LOCAL 911	02/22 UNION DUES	3,380.00	101 2157000	3,380.00
7424419	09665	TERRACARE ASSOCIATES, LLC	01/22-IRRIGATION (PART 1 OF 2)	2,000.00	482 4636404	2,000.00
			01/22-IRRIGATION (PART 2 OF 2)	632.50	203 4636404	632.50
				<u>2,632.50</u>		<u>2,632.50</u>
7424420	C1193	TEXAS CATTLE CO	SHOP MORE LANC-GFTCD-REIMB	1,260.00	101 4431307	1,260.00
7424421	09493	THE ECOHERO SHOW LLC	VIRTUAL SCHOOL ASSEMBLY	850.00	330 4754781	850.00
7424422	09735	THEESE, NICOLE	NT-PR DM-ORANGE COUNTY	165.00	101 4220201	165.00
7424423	C5522	THOMSON REUTERS-WEST PMT CENTI	01/22-INFORMATION CHARGES	921.34	101 4230301	921.34
			LIBRARY PLAN CHARGES	30.28	101 4230301	30.28
				<u>951.62</u>		<u>951.62</u>
7424424	C2555	TIME WARNER CABLE	01/22-INTERNET SVC	204.21	112 4315651	204.21
7424425	2003	TIP TOP ARBORISTS, INC	01/22-TREE TRIM	115.00	483 4636267	115.00

City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			01/22-TREE TRIM, REMOVAL	8,055.00	482 4636267	8,055.00
			01/22-TREE TRIM, REMOVAL, INST	14,990.00	203 4636267	14,990.00
			01/22-NEW TREE INSTALL	325.00	101 4649566	325.00
				<u>23,485.00</u>		<u>23,485.00</u>
7424426	10844	TRANTEX TRANSPORTN PROD OF TX	BUFFER DELINIATION FOR BIKE LN	21,008.70	101 2175000	(2,153.40)
					203 4754454	23,162.10
				<u>21,008.70</u>		<u>21,008.70</u>
7424427	A7515	U S BANK	11/21-ADMIN FEE	250.00	101 3501110	250.00
7424428	D4202	U S BANK	ADMIN FEES-01/22	1,575.00	101 3501110	1,575.00
7424429	08783	UNIFIRST CORPORATION	UNIFORM CLEANING	1,008.47	101 4754209	862.87
			UNIFORM CLEANING	84.43	111 4753209	145.60
			UNIFORM CLEANING	632.90	101 4754209	46.91
			UNIFORM CLEANING	76.07	111 4753209	37.52
			UNIFORM CLEANING	76.07	101 4754209	563.26
			UNIFORM CLEANING	165.82	111 4753209	69.64
			UNIFORM CLEANING	154.73	101 4754209	38.03
			UNIFORM CLEANING	71.78	111 4753209	38.04
			UNIFORM CLEANING	129.75	101 4754209	38.03
			UNIFORM CLEANING	68.91	111 4753209	38.04
			UNIFORM CLEANING	98.35	101 4754209	82.90
			UNIFORM CLEANING	68.91	111 4753209	82.92
			UNIFORM CLEANING	98.35	101 4754209	77.37
			UNIFORM CLEANING	71.78	111 4753209	77.36
			UNIFORM CLEANING	129.75	101 4754209	30.78
			UNIFORM CLEANING	68.91	111 4753209	41.00
			UNIFORM CLEANING	98.35	101 4754209	55.59
			UNIFORM CLEANING	68.91	111 4753209	74.16
			UNIFORM CLEANING	98.35	101 4754209	29.55
			UNIFORM CLEANING	68.91	111 4753209	39.36
			UNIFORM CLEANING	98.35	101 4754209	28.10
			UNIFORM CLEANING	68.91	111 4753209	70.25
			UNIFORM CLEANING	68.91	101 4754209	29.55
			UNIFORM CLEANING	68.91	111 4753209	39.36
				<u>2,636.19</u>		<u>2,636.19</u>
7424430	31009	UNIVERSAL ELECTRONIC ALARMS	LUC-QUARTERLY-FIRE ALARM	75.00	101 4633301	75.00
			MOAH-SVC CALL-1/28/22	274.55	101 4633403	274.55
				<u>349.55</u>		<u>349.55</u>
7424431	10329	US BANK NATIONAL ASSOC	CP21009-SULLY-M-ESCR-231397000	48,268.01	150 2100003	48,268.01
7424432	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	176.30	203 4752410	176.30
			COLD MIX	297.07	203 4752410	297.07
			COLD MIX	344.55	203 4752410	344.55
			COLD MIX	550.74	203 4752410	550.74

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				1,368.66		1,368.66
7424433	05087	WALSMA OIL COMPANY	MOTOR OIL	182.00	111 4753214	182.00
			OIL	5,228.32	111 4753214	5,228.32
				<u>5,410.32</u>		<u>5,410.32</u>
7424434	31026	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	1,773.67	101 4635406	1,773.67
			TBP-JANITORIAL	753.14	101 4631406	753.14
			JANITORIAL TOOLS	813.73	101 4633406	813.73
			JANITORIAL SUPPLIES	1,974.59	101 4633406	1,974.59
			JANITORIAL SUPPLIES	586.82	101 4633406	586.82
			CREDIT-RETURNED ITEM	(204.29)	101 4633406	(204.29)
			NSC-JANITORIAL	235.12	101 4635406	235.12
			CUSTODIAL SUPPLIES	19.62	101 4633406	19.62
			JANITORIAL SUPPLIES	71.49	101 4633406	71.49
				<u>6,023.89</u>		<u>6,023.89</u>
7424435	10864	WINCO FOODS, LLC	SHOP MORE LANC-GFTCD-REIMB	17,540.00	101 4431307	17,540.00
7424436	L2635	YOUNG, WILHELMINA	LCE-NEM 2021 ANNUAL PAYOUT	113.54	490 4250658	113.54
7424437	2501	ZUMAR INDUSTRIES, INC	12GA PERF ANCHOR, SLEEVE(175)	5,579.98	203 4754455	5,579.98
7424438	03154	SO CA EDISON	01/01-01/31/22 ELECTRIC SVC	164,635.66	483 4754660	164,635.66
7424439	10367	JULES AND ASSOCIATES, INC	VACTOR LEASE YEAR 2 OF 5	114,492.74	111 4753763	114,492.74
7424440	10595	LOS ANGELES ENGINEERING	CP19002-10TH W/AVE J IMPR	415,032.87	150 2100003	(21,843.83)
					203 12ST039924	2,184.38
					203 12ST039924	41,503.29
					399 12ST039924	19,659.45
					399 12ST039924	373,529.58
				<u>415,032.87</u>		<u>415,032.87</u>
7424441	01386	MERRIMAC ENERGY GROUP	DIESEL(1395) UNLEADED(6579)	30,131.83	111 4753217	30,131.83
			DIESEL(1596) UNLEADED(5876)	29,448.72	111 4753217	29,448.72
				<u>59,580.55</u>		<u>59,580.55</u>
7424442	09160	ST. FRANCIS ELECTRIC, LLC	12/21-STL ROUTINE	24,226.50	483 4754660	24,226.50
			12/21-TS ROUTINE	10,750.00	203 4754461	10,728.21
					203 4785461	21.79
			12/21-STL RESPONSE	2,600.00	483 4754660	2,600.00
			12/21-TS RESPONSE	7,905.75	203 4754461	7,889.72
					203 4785461	16.03
			12/21-SNS PROJECT	9,990.00	211 15ST070924	9,990.00
				<u>55,472.25</u>		<u>55,472.25</u>
7424443	1916	STRADLING, YOCCA, CARLSON, RAUTH	12/21-LEGAL SERVICES	82,775.92	101 4100303	87.90
					101 4100303	146.50

City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					101 4100303	468.80
					101 4100303	732.50
					101 4100303	831.00
					101 4100303	1,494.30
					101 4100303	1,552.90
					101 4100303	1,573.90
					101 4100303	2,519.80
					101 4100303	6,381.65
					101 4100303	7,500.00
					101 4100303	9,089.73
					101 4100303	16,062.70
					101 4100303	33,721.94
					113 4230303	612.30
				<u>82,775.92</u>		<u>82,775.92</u>
7424444	10207	SULLY-MILLER CONTRACTING CO	CP21009-2021 SUMMER PVMT MGMT	917,092.24	150 2100003	(48,268.01)
					701 12ST046924	48,268.01
					701 12ST046924	917,092.24
				<u>917,092.24</u>		<u>917,092.24</u>
Chk Count	<u>307</u>			Check Report Total	<u>6,352,858.59</u>	

City of Lancaster Check Register



From Check No.: 101010989 - To Check No.: 101010994

From Check Date: 02/06/22 - To Check Date: 02/19/22

Printed: 2/22/2022 11:35

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101010989	09509	ADP, LLC	ADP FEES-PE 01/01/22	654.55	101 4220301	654.55
101010990	09509	ADP, LLC	ADP FEES-PE 12/31/2021	20.00	101 4220301	20.00
			ADP FEES-PE 01/10/2022	4,145.92	101 4220301	4,145.92
			ADP FEES-PE 12/31/21	10.00	101 4220301	10.00
				<u>4,175.92</u>		<u>4,175.92</u>
101010991	09509	ADP, LLC	ADP FEES-BAR-CODE TIME CLOCKS	6,854.97	101 4220301	6,854.97
			ADP FEES-PE 01/15/2022	702.07	101 4220301	702.07
				<u>7,557.04</u>		<u>7,557.04</u>
101010992	A7515	U S BANK	DEBT SVC DUE 3/15/22-2016 REV	189,726.68	483 4785978	189,726.68
101010993	C9589	U S BANK CORP PAYMENT SYSTEMS	02/10/22-CALCARD STATEMENT	92,593.38	101 2601000	92,593.38
101010994	D2446	THE BLVD ASSOCIATION	DLPBID FEES-11/21-01/22	97,723.09	401 2501100	97,723.09
Chk Count	<u>6</u>			Check Report Total	<u>392,430.66</u>	

STAFF REPORT

City of Lancaster

CC 4
3/8/2022
JC

Date: March 8, 2022

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Acceptance of Public Works Construction Project No. 21-017 – AVTA Bus Stop Improvements

Recommendation:

Accept the work constructed by R.C. Becker and Son, Inc., for Public Works Construction Project No. 21-017, AVTA Bus Stop Improvements, and direct the City Clerk to file the Notice of Completion for the project. Retention on this project shall be disbursed in accordance with California Contract Code.

Fiscal Impact:

Accept the work constructed by R.C. Becker and Son, Inc., for Public Works Construction Project No. 21-017, AVTA Bus Stop Improvements and direct the City Clerk to file the Notice of Completion for the project. Retention on this project shall be disbursed in accordance with California Contract Code.

Background:

In partnership with Antelope Valley Transit Authority (AVTA), City staff regularly surveys the improvement needs of AVTA bus stops in the City's jurisdiction. These surveys include the evaluation of rider feedback, ridership, ADA accessibility and compliance, and safety of each bus stop location. In January 2020, as part of this ongoing effort, a survey was conducted that identified six bus stop locations in need of accessibility, safety, and amenity improvements. The locations included:

- Avenue I/17th Street West (Stop ID: 629)
- Lancaster Boulevard/3rd Street East (Stop ID: 345)
- Lancaster Boulevard/5th Street East (Stop ID: 334)
- Avenue J/30th Street East (Stop IDs: 77 and 610)
- Avenue L-6/8th Street West (Stop ID: 810)

On March 9, 2021, the City Council awarded Public Works Construction Project No. 21-017, AVTA Bus Stop Improvements for improvements at the above noted locations.

Per Section 2.2, this project was subject to the Community Workforce Agreement 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 21-017 contract documents were prepared, and the project was advertised accordingly. Per Section 2.6(b) of the CWA, Letters of Assent were 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.

VR:vw

Attachment:
Notice of Completion

RECORDING REQUESTED BY:

CITY OF LANCASTER

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is exempt from payment of a recording fee pursuant to government Code Section 6103 and 27383.

**NOTICE OF COMPLETION OF
PUBLIC IMPROVEMENT AND WORK**

NOTICE IS HEREBY GIVEN:

1. The City of Lancaster, Los Angeles County, State of California, is the owner on file of a certain public improvement known as:
Public Works Construction Project No. 21-017 – AVTA Bus Stop Improvements
2. The address of said owner is 44933 North Fern Avenue, Lancaster, California 93534.
3. The location of said public improvement is as follows: PWCP 21-017 – AVTA Bus Stop Improvements. See Exhibit ‘A’ attached hereto and made a part hereof.
4. On March 9, 2021, a contract was entered into with R.C. Becker and Son, Inc., for the construction, installation, and completion of the above described public improvement and work, and filed for record in the office of the City Clerk of the City of Lancaster.
5. The work was completed on October 15, 2021, by said company according to the plans and specifications and to the satisfaction of the Senior Director – Development Services, and was accepted by the City on March 8, 2022. That upon said contract United States Fire Insurance Company was surety for the bond given by the said company as required by law.

ATTEST:

DATED this ____ day of _____, 20__
CITY OF LANCASTER

ANDREA ALEXANDER
City Clerk
City of Lancaster

BY: _____
JEFF HOGAN
Senior Director – Development Services

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

DATE

SIGNATURE

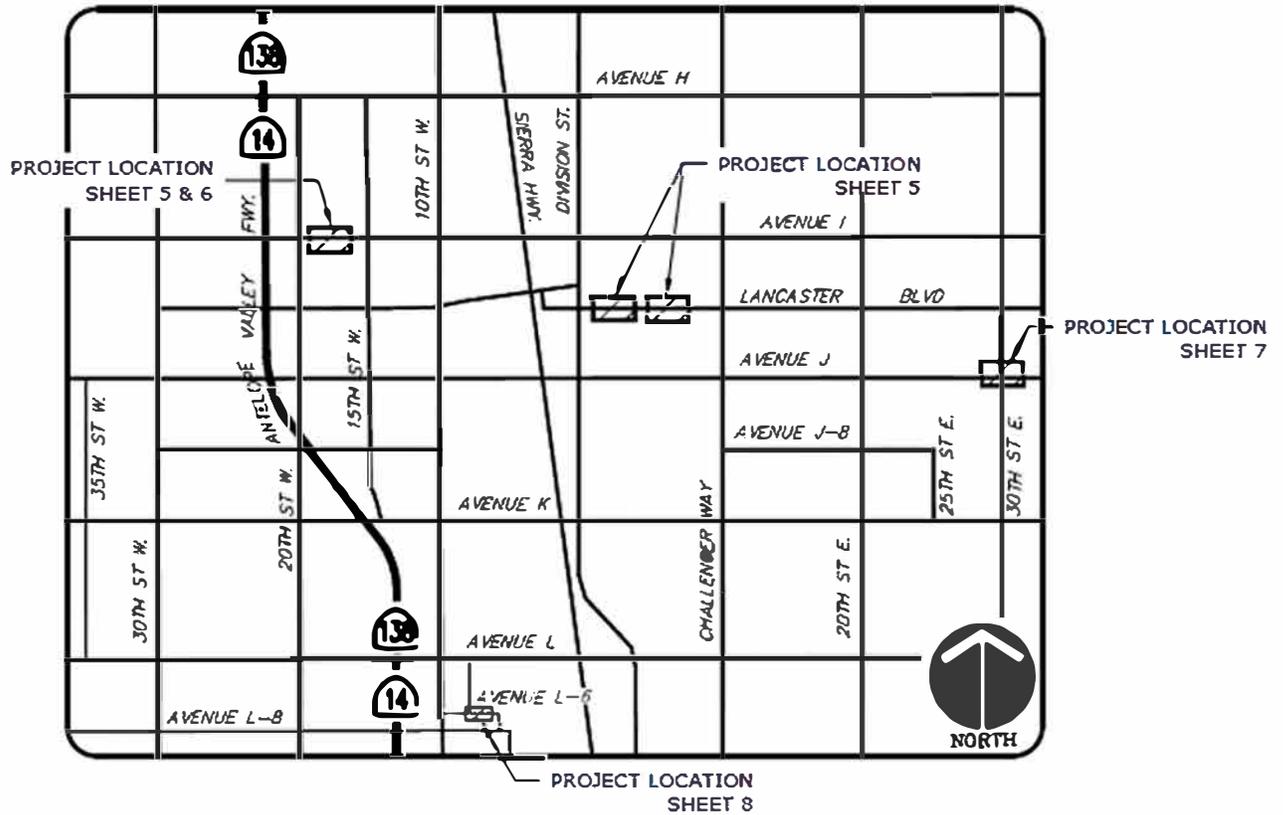
PLACE OF EXECUTION

"Exhibit A"

CITY OF LANCASTER PUBLIC WORKS CONSTRUCTION PROJECT NO. 21-017 AVTA BUS STOP IMPROVEMENT

VICINITY MAP

N.T.S.



STAFF REPORT
City of Lancaster

CC 5
3/8/2022
JC

Date: March 8, 2022

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Acceptance of Public Works Construction Project No. 21-020 – BLVD Satellite Parking

Recommendation:

Accept the work constructed by R.C. Becker and Son, Inc., for Public Works Construction Project No. 21-020, BLVD Satellite Parking, and direct the City Clerk to file the Notice of Completion for the project. Retention on this project shall be disbursed in accordance with California Contract Code.

Fiscal Impact:

\$182,906.16 (including 10% contingency) was awarded based on original contract. There were 2 (two) Contract Change Orders totaling -\$6,480.29 having brought the contract cost to \$159,798.04. Sufficient funds were available in Capital Improvements Budget Account Number 207-11AC011-924.

Background:

On March 23, 2021, the City Council awarded Public Works Construction Project No 21-020, BLVD Satellite Parking. This project was funded by Proposition A funds. This existing public parking lot is adjacent to the Marriott Hotel. The parking lot was rehabilitated with new AC pavement, PCC curb, PCC alley gutter, striping, signage, landscape and irrigation.

VR:vw

Attachment:

Notice of Completion

RECORDING REQUESTED BY:

CITY OF LANCASTER

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is exempt from payment of a recording fee pursuant to government Code Section 6103 and 27383.

**NOTICE OF COMPLETION OF
PUBLIC IMPROVEMENT AND WORK**

NOTICE IS HEREBY GIVEN:

1. The City of Lancaster, Los Angeles County, State of California, is the owner on file of a certain public improvement known as:

Public Works Construction Project No. 21-020 – Blvd Satellite Parking

2. The address of said owner is 44933 North Fern Avenue, Lancaster, California 93534.
3. The location of said public improvement is as follows: PWCP 21-020 – Blvd Satellite Parking. See Exhibit ‘A’ attached hereto and made a part hereof.
4. On March 23, 2021, a contract was entered into with R.C. Becker and Son, Inc., for the construction, installation, and completion of the above described public improvement and work, and filed for record in the office of the City Clerk of the City of Lancaster.
5. The work was completed on September 7, 2021, by said company according to the plans and specifications and to the satisfaction of the Senior Director – Development Services, and was accepted by the City on March 8, 2022. That upon said contract United States Fire Insurance Company was surety for the bond given by the said company as required by law.

ATTEST:

DATED this ____ day of _____, 20__
CITY OF LANCASTER

ANDREA ALEXANDER
City Clerk
City of Lancaster

BY: _____
JEFF HOGAN
Senior Director – Development Services

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

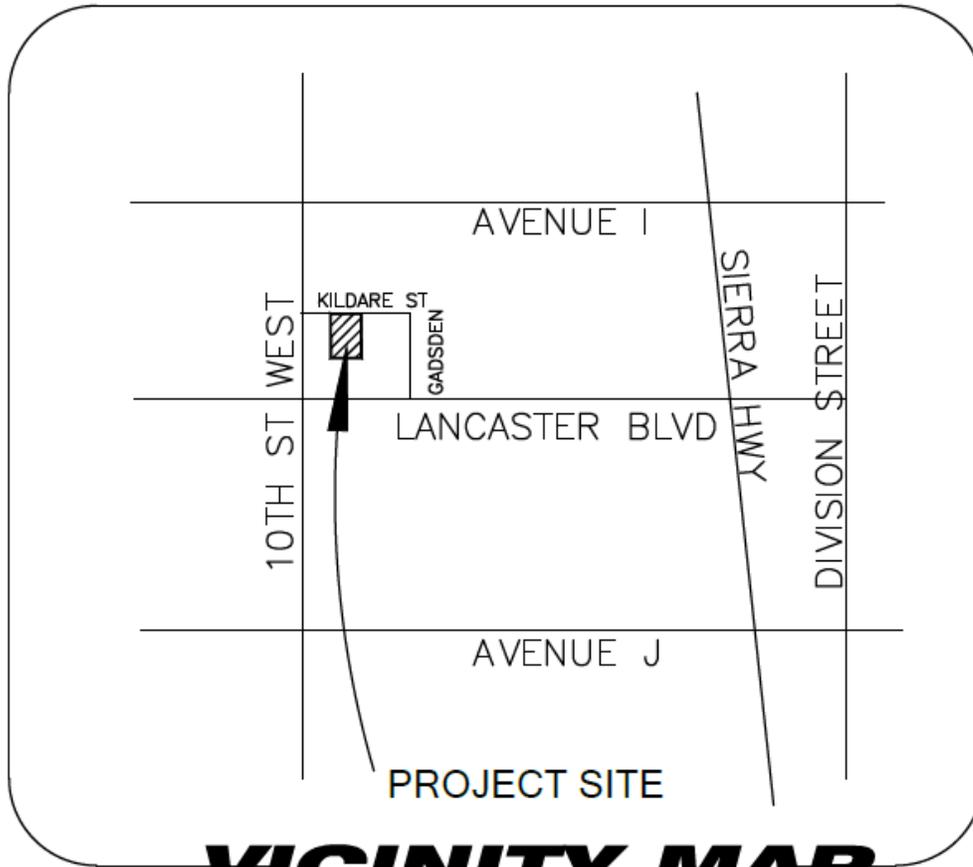
DATE

SIGNATURE

PLACE OF EXECUTION

"Exhibit A"

PWCP 21-020_BLVD SATELLITE PARKING



VICINITY MAP

NTS



STAFF REPORT
City of Lancaster

CC 6
3/8/2022
JC

Date: March 8, 2022

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: State of California Freeway Agreement on State Route 14 Avenue G, Post Mile 71.00 to Avenue M, Post Mile 64.7 within the Lancaster City Limits

Recommendation:

Approve the Freeway Agreement with the State of California on State Route 14 Avenue G, Post Mile (PM) 71.00 to Avenue M, Post Mile 64.7, and authorize the Mayor to sign all documents. Direct the City Clerk to route the Freeway Maintenance Agreement to City Attorney and the Mayor for wet signatures.

Fiscal Impact:

None.

Background:

A Freeway agreement was executed between the County of Los Angeles (County) and the State of California (State) in June of 1964 for State Route 14, PM 61.8/68.5. Portions of the above Caltrans agreement that lie within the jurisdictional limits of the City of Lancaster were adopted by the City of Lancaster, specifically PM 64.7/71.0.

In conjunction with the Measure R Projects located along State Route 14, this Freeway Maintenance Agreement shall clarify and supersede all previous agreements along State Route 14 within the City jurisdictional limits.

ML:vw

Attachment:

Freeway Agreement

FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 20_____, by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation (herein referred to as "STATE"), and the City of Lancaster (herein referred to as "CITY"),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolution of the California Transportation Commission on November 25, 1957; and

WHEREAS, STATE and COUNTY have entered into a Freeway Agreement dated November 1, 1968, relating to that portion of State Highway Route between the Palmdale City limit at 10th Street West and Lancaster Blvd; and

WHEREAS, a revised plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects streets of the CITY; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new Freeway Agreement in accordance with the revised plan of said freeway;

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes that portion of said Freeway Agreement dated November 1, 1968, from W Avenue M to W Avenue G.
2. CITY agrees and consents to the closing of CITY streets, relocation of CITY streets, construction of frontage roads and other local streets, and other construction affecting CITY streets, all as shown on the plan map attached hereto, marked Exhibit A, and made a part hereof by reference.
3. The obligations of STATE and CITY with respect to the funding and construction of the freeway project will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto, or Encroachment Permits issued to CITY. The parties responsible for the construction of the freeway shall make any changes affecting CITY streets only in accordance with the plan map attached hereto, marked Exhibit A.
4. The obligations of STATE and CITY with respect to the acquisition of the rights of way required for the construction, reconstruction, or alteration of the freeway and CITY streets, frontage roads, and other local streets will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto or Encroachment Permits issued to CITY.

5. It is understood between the parties that the rights of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway project, the obligations of STATE and CITY hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

6. CITY will accept control and maintenance over each of the relocated or reconstructed CITY streets, any frontage roads, and other local streets constructed as part of the project, on receipt of written confirmation that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. If acquired by STATE, CITY will accept title to the portions of such streets lying outside the freeway limits upon relinquishment by STATE.

7. This Agreement may be modified at any time by the mutual consent of the parties hereto, as needed to best accomplish, through STATE and CITY cooperation, the completion of the whole freeway project for the benefit of the people of the STATE and of the CITY.

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

STATE OF CALIFORNIA
Department of Transportation

THE CITY OF LANCASTER
A Municipal Corporation

TOKS OMISHAKIN
Director of Transportation

By

By receiving

TONY TAVARES
District 7 Director

R. REX PARRIS
Mayor

APPROVED AS TO FORM:

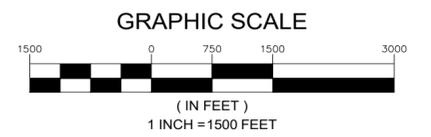
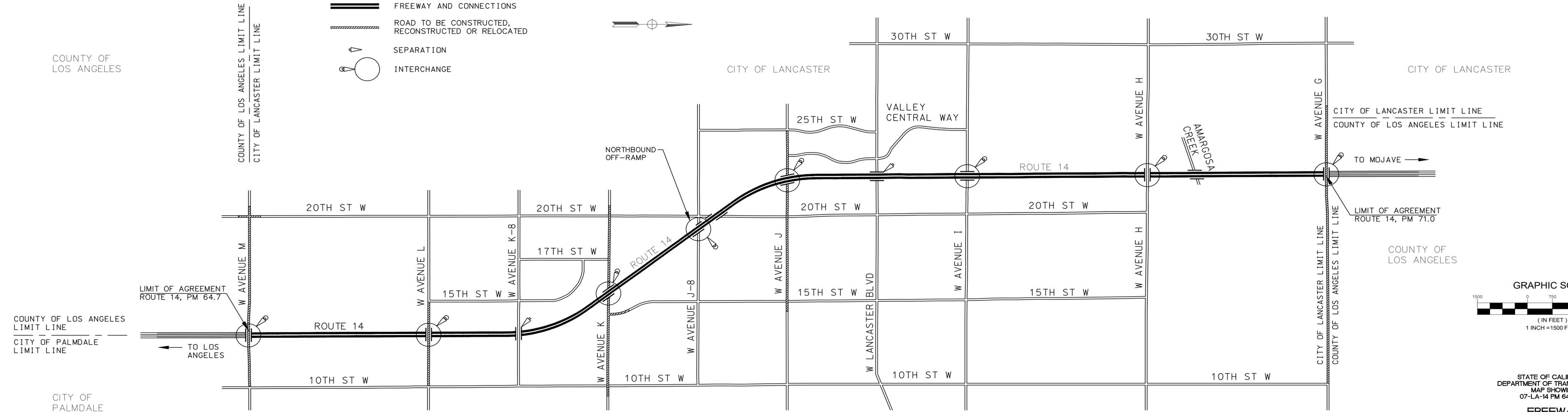
APPROVED AS TO FORM:

Attorney (State)

Attorney (City)

LEGEND:

-  FREEWAY AND CONNECTIONS
-  ROAD TO BE CONSTRUCTED, RECONSTRUCTED OR RELOCATED
-  SEPARATION
-  INTERCHANGE



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 MAP SHOWING
 07-LA-14 PM 64.7/71.0

**FREEWAY
 IN THE CITY OF LANCASTER**

ON ROUTE 14 FROM WEST AVENUE M TO WEST AVENUE G

IN LOS ANGELES CO. PM 64.7/71.0

STAFF REPORT
City of Lancaster

CC 7
3/8/2022
JC

Date: March 8, 2022

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Tax Sharing Resolution for Proposed Annexation No. 40-154 into Los Angeles County Waterworks District No. 40, Antelope Valley

Recommendation:

Adopt the Tax Sharing Resolution for proposed Annexation No. 40-154 into Los Angeles County Waterworks District No. 40, Antelope Valley. Direct the City Clerk to route three copies of the tax share resolution to City Attorney and the Mayor for wet signatures.

Fiscal Impact:

None.

Background:

The property owners within Annexation No. 40-154 are requesting water service for their properties. Before water service can be provided, the properties must first be annexed into Los Angeles County Waterworks District No. 40. Additionally, before annexation may be approved, the agencies already providing services to the sites must negotiate reallocation of the ad valorem taxes within the District.

Los Angeles County Waterworks District No. 40, Antelope Valley submitted a written request that the City of Lancaster consider a joint resolution which will reallocate the ad valorem tax revenues generated by the properties within the proposed annexation. These tax sharing resolutions will provide Los Angeles County Waterworks District No. 40 with property tax revenues, from the properties proposed for annexation into the District, for the benefit of bringing a new service into the annexed territory.

AT:vw

Attachment:

Joint Resolution of the Board of Supervisors

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY CEMETERY DISTRICT, THE BOARD OF TRUSTEES OF THE ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, THE CITY COUNCIL OF THE CITY OF LANCASTER, AND THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY-EAST KERN WATER AGENCY APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF PROPERTY DESIGNATED AS ANNEXATION 40-154 (04-212), LOCAL AGENCY FORMATION COMMISSION DESIGNATION 2021-08, TO THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY

WHEREAS, pursuant to Section 99.01 of the Revenue and Taxation Code, in the case of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area may negotiate an exchange of property tax revenue generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the Los Angeles County Waterworks District No. 40, Antelope Valley; the Los Angeles County Library; and the Consolidated Fire Protection District of Los Angeles County; together with the Board of Directors of the Antelope Valley Cemetery District, the Board of Trustees of the Antelope Valley Mosquito and Vector Control District, the Board of Directors of the Antelope Valley Resource Conservation District, the City Council of the City of Lancaster, and the Board of Directors of the Antelope Valley-East Kern Water Agency have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Annexation 40-154 (04-212) to the Los Angeles County Waterworks District No. 40, Antelope Valley, is as set forth:

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Los Angeles County Waterworks District No. 40, Antelope Valley; the Los Angeles County Library; the Consolidated Fire Protection District of Los Angeles County; the Antelope Valley Cemetery District; the Antelope Valley Mosquito and Vector Control District; the Antelope Valley Resource Conservation District; the City of Lancaster; and the Antelope Valley-East Kern Water Agency have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Annexation 40-154 (04-212) is approved and accepted.
2. For fiscal years commencing on or after July 1, 2022, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Annexation 40-154 (04-212) shall be allocated to the affected agencies as indicated in the enclosed worksheets (Exhibits A and B).
3. No transfer of property tax revenues other than those specified in paragraph 2 shall be made as a result of Annexation 40-154 (04-212).
4. If at any time after the effective date of this Joint Resolution the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2022 by
the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

R. Rex Parris, Mayor
City of Lancaster

ATTEST:

Secretary

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY CEMETERY DISTRICT, THE BOARD OF TRUSTEES OF THE ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, THE CITY COUNCIL OF THE CITY OF LANCASTER, AND THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY-EAST KERN WATER AGENCY APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF PROPERTY DESIGNATED AS ANNEXATION 40-154 (04-212), LOCAL AGENCY FORMATION COMMISSION DESIGNATION 2021-08, TO THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY

WHEREAS, pursuant to Section 99.01 of the Revenue and Taxation Code, in the case of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area may negotiate an exchange of property tax revenue generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the Los Angeles County Waterworks District No. 40, Antelope Valley; the Los Angeles County Library; and the Consolidated Fire Protection District of Los Angeles County; together with the Board of Directors of the Antelope Valley Cemetery District, the Board of Trustees of the Antelope Valley Mosquito and Vector Control District, the Board of Directors of the Antelope Valley Resource Conservation District, the City Council of the City of Lancaster, and the Board of Directors of the Antelope Valley-East Kern Water Agency have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Annexation 40-154 (04-212) to the Los Angeles County Waterworks District No. 40, Antelope Valley, is as set forth:

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3. No transfer of property tax revenues other than those specified in paragraph 2 shall be made as a result of Annexation 40-154 (04-212).
4. If at any time after the effective date of this Joint Resolution the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

R. Rex Parris, Mayor
City of Lancaster

ATTEST:

Secretary

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY CEMETERY DISTRICT, THE BOARD OF TRUSTEES OF THE ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, THE CITY COUNCIL OF THE CITY OF LANCASTER, AND THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY-EAST KERN WATER AGENCY APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF PROPERTY DESIGNATED AS ANNEXATION 40-154 (04-212), LOCAL AGENCY FORMATION COMMISSION DESIGNATION 2021-08, TO THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY

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WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the Los Angeles County Waterworks District No. 40, Antelope Valley; the Los Angeles County Library; and the Consolidated Fire Protection District of Los Angeles County; together with the Board of Directors of the Antelope Valley Cemetery District, the Board of Trustees of the Antelope Valley Mosquito and Vector Control District, the Board of Directors of the Antelope Valley Resource Conservation District, the City Council of the City of Lancaster, and the Board of Directors of the Antelope Valley-East Kern Water Agency have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Annexation 40-154 (04-212) to the Los Angeles County Waterworks District No. 40, Antelope Valley, is as set forth:

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PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

R. Rex Parris, Mayor
City of Lancaster

ATTEST:

Secretary

Annexation To: Waterworks District # 40 ANTELOPE VALLEY
 Account No. 047.04
 TRA: 02418
 Effective Date: July 1, 2023
 Annexation Number: 40-154 (04-212)

**Waterworks District # 40, ANTELOPE VALLEY
 Based on their 2021-22 Tax Sharing Ratios**

ACCOUNT Taxing Agency	(1) Current Tax Share	(2) = (1) / Total Percent	(3) Proposed Dist Share	(4) = (2) * (3) Alloc of Dist Share	(5) Allocation Adjustments	(6) = (1) + (5) New Net Share
1.05 LOS ANGELES COUNTY GENERAL	0.206849672	20.6850%	0.005179306	0.001071348	-0.001099798 (a)	0.205749874
1.2 L.A. COUNTY ACCUM CAP OUTLAY	0.000134435	0.0134%	0.005179306	0.000000696	0.000000000	0.000134435
3.01 L A COUNTY LIBRARY	0.028579954	2.8580%	0.005179306	0.000148024	-0.000148024	0.028431930
7.3 CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.175044600	17.5045%	0.005179306	0.000906609	-0.000906609	0.174137991
7.31 L A C FIRE-FFW	0.005358780	0.5359%	0.005179306	0.00027754	0.000000000	0.005358780
53.3 ANTELOPE VY CEMETERY DISTRICT	0.001647630	0.1648%	0.005179306	0.000008533	-0.000008533	0.001639097
61.05 ANTELOPE VLY MOSQ & VECTOR CONTR	0.001613707	0.1614%	0.005179306	0.000008357	-0.000008357	0.001605350
68.05 ANTELOPE VY RESOURCE CONSER DIST	0.001114058	0.1114%	0.005179306	0.000005770	-0.000005770	0.001108288
186.01 CITY-LANCASTER TD #1	0.065107189	6.6107%	0.005179306	0.000342389	-0.000342389	0.065764800
300.1 ANTELOPE VY.-EAST KERN WATER AGY	0.022586146	2.2586%	0.005179306	0.000116980	-0.000116980	0.022469166
400 EDUCATIONAL REV AUGMENTATION FD	0.062910524	6.2911%	0.005179306	0.000325832	Exempt	0.062910524
400.01 EDUCATIONAL AUG FD IMPOUND	0.133002157	13.3002%	0.005179306	0.000688858	Exempt	0.133002157
400.15 COUNTY SCHOOL SERVICES	0.001667390	0.1667%	0.005179306	0.000008635	Exempt	0.001667390
400.21 CHILDREN'S INSTIL TUITION FUND	0.003309186	0.3309%	0.005179306	0.000017139	Exempt	0.003309186
689.01 WESTSIDE UNION SCHOOL DISTRICT	0.075470382	7.5470%	0.005179306	0.000390884	Exempt	0.075470382
689.06 CO.SCH.SERV.FD.- WESTSIDE UNION	0.009749773	0.9750%	0.005179306	0.000050497	Exempt	0.009749773
689.07 DEV CTR HDCPD MINOR WESTSIDE UN	0.001014827	0.1015%	0.005179306	0.000005256	Exempt	0.001014827
717.02 ANTELOPE VALLEY UNION HIGH SCH.	0.115081225	11.5081%	0.005179306	0.000596040	Exempt	0.115081225
717.06 CO.SCH.SERV.FD.- ANTELOPE VALLEY	0.000422870	0.0423%	0.005179306	0.000002190	Exempt	0.000422870
717.07 ANTELOPE VY.UN.HI.-ELEM SCH FD.	0.056380523	5.6381%	0.005179306	0.000292011	Exempt	0.056380523
792.04 ANTELOPE VY.JT. COMMUNITY COLL.	0.031954972	3.1955%	0.005179306	0.000165504	Exempt	0.031954972
047.04 Waterworks Dist # 40 ANTELOPE VALLEY	0.000000000	0.0000%	0.005179306	0.000000000	0.000000000	0.002636460
Total	1.000000000	100.0000%	0.005179306	-0.002636460	1.000000000	1.000000000

(a) Need to add back the allocation adjustment of account 1.2 and 7.31
 (1) Current share as reflected in the Auditor's ATI distribution in AF 49. Must total 1.000000000.
 (2) Must total 100%.
 (3) Weighted average waterworks district share as verified by Auditor.
 (4) Must total share reflected in Column (3). 3/3/16 - truncated by 9 places after the decimal per LACO Auditor-Controller.
 (5) Reflects exemption for school entities and County general fund obligation for debt service and FFW.
 (6) Final share distributions to be reflected in tax transfer resolution.

EXHIBIT A
Annexation No. 2021-08
To The Los Angeles County Waterworks District No. 40,
Antelope Valley

REAL PROPERTY IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:

PARCEL 1: (APN: 3203-008-045)

THAT PORTION OF THE SOUTHEAST QUARTER CORNER OF SECTION 15, TOWNSHIP 7 NORTH,
RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS
ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID
LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT SHOWN AS PARCEL A AS SHOWN ON THE
CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT LLA NO. 10-03, AS EVIDENCED BY
DOCUMENT RECORDED MARCH 08, 2011 AS INSTRUMENT NO. 2011-352503 OF OFFICIAL RECORDS,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 13
WEST, SAN BERNARDINO MERIDIAN,

THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 N00°33'06" W
A DISTANCE OF 1325.53 FEET TO THE "TRUE POINT OF BEGINNING",

THENCE CONTINUING ALONG LAST MENTIONED WEST LINE N00°33'06"W A DISTANCE OF 429.75
FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 53 ACRES OF THE WEST HALF OF THE
SOUTHEAST QUARTER OF SAID LAST MENTIONED SECTION 15,

THENCE ALONG LAST MENTIONED NORTH LINE S89°59'18"E A DISTANCE OF 657.67 FEET TO A
POINT ON THE EAST LINE OF WEST 26.50 ACRES OF SAID 53 ACRES,

THENCE ALONG SAID EAST LINE S00°33'06"E A DISTANCE OF 429.75 FEET, TO A POINT THAT IS
DISTANT ALONG SAID EAST LINE NORTHERLY 0.80 FEET FROM THE SOUTH LINE OF THE NORTH
3.25 ACRES OF THE EAST 13.25 ACRES OF THE WEST 39.75 ACRES OF SAID LAST MENTIONED 53
ACRES,

THENCE N89°59'18"W A DISTANCE OF 657.67 FEET TO THE "TRUE POINT OF BEGINNING." EXCEPT

THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER
HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY NINA M. VEACH, A
SINGLE
WOMAN, IN DEEDS RECORDED AUGUST 10, 1951 AS INSTRUMENT NO. 894 IN BOOK 36965, PAGE 56
OF OFFICIAL RECORDS

PARCEL 2 (APN: 3203-008-046)

THAT PORTION OF THE SOUTHEAST QUARTER CORNER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT SHOWN AS PARCEL D AS SHOWN ON THE CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT LLA NO. 10-03, AS EVIDENCED BY DOCUMENT RECORDED MARCH 08, 2011 AS INSTRUMENT NO. 2011-352503 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN,

THENCE ALONG THE SOUTH LINE OF SAID SECTION 15 S89°59'18"E A DISTANCE OF 1312.14 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 15,

THENCE ALONG SAID EAST LINE N00°20'35"W A DISTANCE OF 1325.48 FEET TO A POINT DISTANT SOUTHERLY ALONG SAID EAST LINE 429.75 FEET FROM THE NORTH LINE OF THE SOUTH 53 ACRES OF THE WEST HALF OF SAID LAST MENTIONED SOUTHEAST QUARTER SAID POINT ALSO BEING THE "TRUE POINT OF BEGINNING",

THENCE N89°59'18"W A DISTANCE OF 330.47 FEET TO A POINT ON THE EAST LINE OF THE WEST 39.75 ACRES OF THE SOUTH 53 ACRES OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID LAST MENTIONED SECTION 15, SAID POINT BEING DISTANT NORTHERLY ALONG SAID EAST LINE 1325.53 FEET FROM THE SOUTH LINE OF SAID LAST MENTIONED SECTION 15,

THENCE ALONG SAID EAST LINE N00°33'08"W A DISTANCE OF 429.75 FEET TO A POINT ON THE NORTH LINE OF THE SAID LAST MENTIONED 53 ACRES.

THENCE ALONG SAID NORTH LINE S89°59'18"E A DISTANCE OF 332.03 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID LAST MENTIONED SECTION 15,

THENCE ALONG LAST MENTIONED EAST LINE S00°20'35"E A DISTANCE OF 429.75 FEET TO THE "TRUE POINT OF BEGINNING."

EXCEPT THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY NINA M. VEACH, A SINGLEWOMAN, IN DEED RECORDED AUGUST 10, 1951 AS INSTRUMENT NO. 894, IN BOOK 36965, PAGE 56 OF OFFICIAL RECORDS

Annexation To:
 Account No.
 TRA:
 Effective Date:
 Annexation Number:

Waterworks District # 40 ACO FUND
 Based on their 2021-22 Tax Sharing Ratios

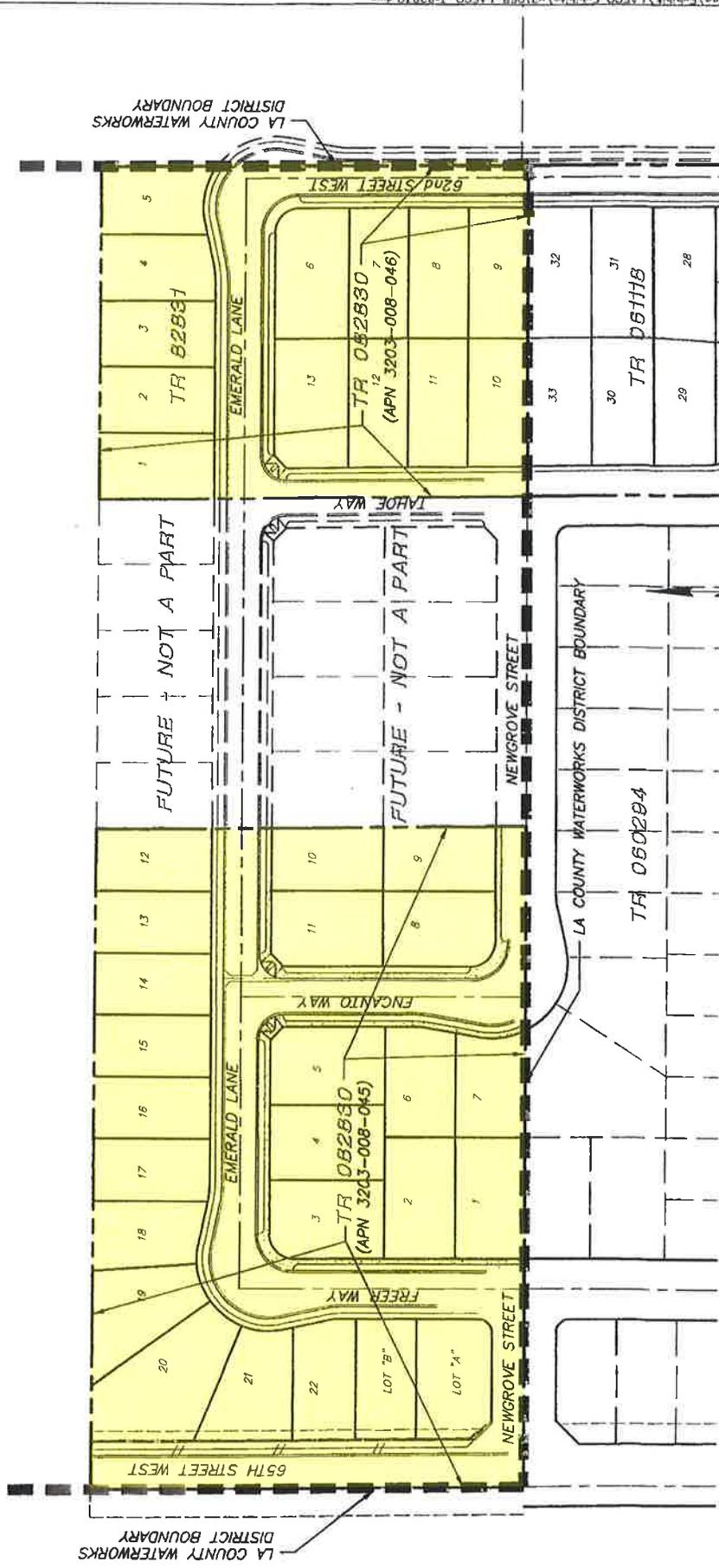
0.004893098

Waterworks District # 40, ACO FUND
 Based on their 2021-22 Tax Sharing Ratios

ACCOUNT #	AGENCY NAME	(1) Current Tax Share	(2) = (1) / Total Percent	(3) Proposed Dist Share	(4) = (2) * (3) Alloc of Dist Share	(5) Allocation Adjustments	(6) = (1) + (5) New Net Share
1.05	LOS ANGELES COUNTY GENERAL	0.206849672	20.6850%	0.004893098	0.001012145	-0.001039023 (a)	0.205810649
1.2	L.A. COUNTY ACCUM CAP OUTLAY	0.000134435	0.0134%	0.004893098	0.000000657	0.000000000	0.000134435
3.01	L.A. COUNTY LIBRARY	0.028579954	2.8580%	0.004893098	0.000139844	-0.000139844	0.028440110
7.3	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.175044600	17.5045%	0.004893098	0.000856510	-0.000856510	0.174188090
7.31	L A C FIRE-FFW	0.005358780	0.5359%	0.004893098	0.000026221	0.000000000	0.005358780
53.3	ANTELOPE VY CEMETERY DISTRICT	0.001647630	0.1648%	0.004893098	0.000008062	-0.000008062	0.001639568
61.05	ANTELOPE VLY MOSQ. & VECTOR CONTR	0.001613707	0.1614%	0.004893098	0.000007896	-0.000007896	0.001605811
68.05	ANTELOPE VY RESOURCE CONSER DIST	0.001114058	0.1114%	0.004893098	0.000005451	-0.000005451	0.001108607
186.01	CITY-LANCASTER TD #1	0.066107189	6.6107%	0.004893098	0.000323468	-0.000323468	0.065783721
300.1	ANTELOPE VY.-EAST KERN WATER AGY	0.022586146	2.2586%	0.004893098	0.000110516	-0.000110516	0.022475630
400	EDUCATIONAL REV AUGMENTATION FD	0.062910524	6.2911%	0.004893098	0.000307827	Exempt	0.062910524
400.01	EDUCATIONAL AUG FD IMPOUND	0.133002157	13.3002%	0.004893098	0.000650792	Exempt	0.133002157
400.15	COUNTY SCHOOL SERVICES	0.001667390	0.1667%	0.004893098	0.000008158	Exempt	0.001667390
400.21	CHILDREN'S INSTIL TUITION FUND	0.003309186	0.3309%	0.004893098	0.000016192	Exempt	0.003309186
689.01	WESTSIDE UNION SCHOOL DISTRICT	0.075470382	7.5470%	0.004893098	0.000369283	Exempt	0.075470382
689.06	CO.SCH.SERV.FD.- WESTSIDE UNION	0.009749773	0.9750%	0.004893098	0.000047706	Exempt	0.009749773
689.07	DEV CTR HDCPD MINOR WESTSIDE UN	0.001014827	0.1015%	0.004893098	0.000004965	Exempt	0.001014827
717.02	ANTELOPE VALLEY UNION HIGH SCH.	0.115081225	11.5081%	0.004893098	0.000563103	Exempt	0.115081225
717.06	CO.SCH.SERV.FD.- ANTELOPE VALLEY	0.000422870	0.0423%	0.004893098	0.000002069	Exempt	0.000422870
717.07	ANTELOPE VY.UN.-ELEM SCH FD.	0.056380523	5.6381%	0.004893098	0.000275875	Exempt	0.056380523
792.04	ANTELOPE VY.JT. COMMUNITY COLL.	0.031954972	3.1955%	0.004893098	0.000156358	Exempt	0.031954972
051.75 Waterworks Dist # 40 ACO FUND		0.000000000	0.0000%	0.004893098	0.000000000	0.000000000	0.002490770
Total		1.000000000	100.0000%	0.004893098	-0.002490770	0.000000000	1.000000000

(a) Need to add back the allocation adjustment of account 1.2 and 7.31
 (1) Current share as reflected in the Auditor's ATI distribution in AF 49. Must total 1.000000000.
 (2) Must total 100%.
 (3) Weighted average waterworks district share as verified by Auditor.
 (4) Must total share reflected in Column (3). 3/3/16 - truncated by 9 places after the decimal per LACO Auditor-Controller.
 (5) Reflects exemption for school entities and County general fund obligation for debt service and FFW.
 (6) Final share distributions to be reflected in tax transfer resolution.

EXHIBIT "B"
 ANNEXATION No. 2021-08
 LOS ANGELES COUNTY WATERWORKS DISTRICT No. 40
 ANTELOPE VALLEY



FORMA ENGINEERING INC.
 400 San Fernando Mission Boulevard, Suite 200
 San Fernando, California 91340
 Phone: (818) 832-1710 • Fax: (818) 832-1740



STAFF REPORT
City of Lancaster

CC 8
3/8/2022
JC

Date: March 8, 2022

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: On-Call Electrical Contractor for Transportation Services (RFP No. 755-22)

Recommendations:

1. Award a (1) one-year contract, with an option of four (1) one-year extensions with a not-to-exceed amount of \$750,000.00 per contract term to Taft Electric Company of Ventura, California, for RFP No. 755-22 On-Call Electrical Contractor for Transportation Services, and authorize the City Manager, or his designee, to sign all documents.
2. Award a (1) one-year contract, with an option of four, (1) one-year extensions with a not-to-exceed amount of \$100,000.00 per contract term to Crosstown Electrical and Data, Inc., of Irwindale, California, for RFP No. 755-22 On-Call Electrical Contractor for Transportation Services, and authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

\$750,000.00 annually. Sufficient funds are available in FY 21-22 Transportation Services Operating Budget: Traffic Signal - State & County, 203-4754-459; Traffic Signal - Damage Repair, 203-4754-460; Traffic Signal - City, 203-4754-461; Street Light – Damage Repair, 483-4754-460; and Street Lights - Maintenance & Power, 483-4754-660.

Background:

In January 2022, the City advertised a Request for Proposals for an On-Call Electrical Contractor for Transportation Services. The Scope of Services included various jobs related to installing and repairing streetlight poles and traffic signals on an as-needed basis. The City received four (4) proposals on February 3, 2022. Upon reviewing all the vendor proposals, staff considered price, experience, references, personnel, equipment, and required certifications. Taft Electric Company and Crosstown Electrical and Data, Inc., were deemed to meet the needs of the RFP, and staff recommends moving forward with issuing contracts to both vendors.

HA:gb

Attachments:

Agreement - Taft Electric Company

Agreement - Crosstown Electrical and Data, Inc.

Proposal - Taft Electric Company

Proposal - Crosstown Electrical and Data, Inc.

RFP 755-22 On-Call Electrical Contractor - Transportation Services

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and entered into this day of _____, 201_____, by and between the CITY OF LANCASTER, a municipal corporation and charter city, (“City”), and TAFT ELECTRIC COMPANY, a California corporation (“Contractor”) (collectively, sometimes referred to hereinafter as the “Parties”).

RECITALS

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

On-Call Electrical Contractor for Transportation Services (**THE “SERVICES”**)

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

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to this Agreement are:

- A. CITY: City of Lancaster
- B. CONTRACTOR: Taft Electric Company

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

CITY City of Lancaster
Attn: Jason Caudle, City Manager
44933 North Fern Avenue
Lancaster, California 93534

CONTRACTOR Taft Electric Company
Attn: Dave Norwine, Traffic Division Manager
1694 Eastman Avenue
Ventura, CA 93003

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

5. **Obligations of the City.**

A. The City shall pay Contractor an amount not to exceed \$750,000 for all work necessary to complete the Services, as described in the Scope of Services and Rates Schedule. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, as set forth in Exhibit A.

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

6. **Obligations of the Contractor.**

A. Contractor shall perform as required by this Agreement and in accordance with the Scope of Services and Rates Schedule set forth in Exhibit A.

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

C. Contractor shall not subcontract any of the work required to perform the Services without the express prior written approval of the City.

7. **Hold Harmless and Indemnification.** Contractor agrees to indemnify and hold harmless the City, its elected officials, officers and employees, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney’s fees, incurred to the extent arising out of or related to Contractor’s negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Contractor agrees to defend the City, its officers and employees, using counsel of the City’s choosing, from and against any and all claims covered by the indemnity in the preceding sentence.

8. **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 City and Contractor.

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

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

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

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Contractor for personnel to perform any services under this Agreement. The City shall have access to all documents, data and records of Contractor and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

10. **Term; Effective Date.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the Contractor. This Agreement shall continue in full force and effect for [Term, e.g. twelve (12) months], unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and the Contractor may mutually agree in writing to extend the Term of this Agreement.

11. **Termination.**

A. For Convenience. The City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Contractor will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

B. For Cause. If Contractor fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, Contractor shall correct such failure within ten (10) days (or such longer period that the City may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, the City may immediately terminate the Agreement by written notice to Contractor.

C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents (collectively, "documents") related to the Services shall become the City's property. Contractor shall provide all documents to the City that have not yet been within ten (10) calendar days after termination of the Agreement.

12. **Independent Contractor.** Contractor is an independent Contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended.

13. **Insurance.**

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

Commercial General Liability

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

Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage
(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)

Commercial Automobile Liability

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

Workers Compensation

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

Employers' Liability

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

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

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

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

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

E. Contractor shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:
"On-Call Electrical Contractor for Transportation 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.”

(3) List in the “Certificate Holder” section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

14. **Ownership of Documents.** All plans, specifications, reports, studies, maps and other documents prepared or obtained by Contractor in the course of performing the work and are required by this Agreement to be delivered to the City shall be the property of the City. Basic sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

15. **Data Provided to Contractor.** City shall provide to Contractor, without charge, all data, including reports, records, maps and other information, now in the City’s possession which may facilitate the timely performance of the work described in Exhibit A.

16. **Contractor’s Warranties and Representations.**

Contractor warrants and represents to City as follows:

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

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

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

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

17. **Resolution of Disputes.**

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

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

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

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

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

18. **Exhibits.**

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

Exhibit "A" Scope of Services and Rates Schedule

19. **Governing Law.**

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

[Signatures begin on following page]

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

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Jason Caudle, City Manager

Contractor:

By: _____
Dave Norwine, Traffic Division Manager

ATTEST:

Andrea Alexander, City Clerk

APPROVED AS TO FORM:

Allison E. Burns Esq., City Attorney

CONTRACT SUBMISSION APPROVAL:

Jeff Hogan, Senior Director - Development Services

Insurance Approved

EXHIBIT A
SCOPE OF SERVICES

1. **BACKGROUND**

- A. The City of Lancaster (City) desires to enter into an agreement with one or more qualified electrical contractors to perform various jobs related to installing streetlight poles and traffic signals.
- B. All maintenance work shall be subject to prevailing wages per the State of California Department of Industrial Relations.
- C. The Contractor shall execute work promptly and following a schedule approved by the City. Failure to respond by completing scheduled work promptly may result in termination of the Agreement.
- D. The selected contractors will enter into a “Not to Exceed” contract for an undetermined amount. The contract amount will depend on the number of selected contractors and yearly service estimates.
- E. All work will be billed at time and materials rates as outlined in the Contractor submitted cost file.

2. **CONTRACTOR RESPONSIBILITIES**

A. CONTRACTOR QUALIFICATIONS –

- 2.A.1. Must hold a State of California Class “A” contractor’s license — General Engineering Contractor. The principal business is in connection with fixed works requiring specialized engineering knowledge and skill.
- 2.A.2. Must hold a State of California C-10 - Electrical Contractor license. An electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose.
- 2.A.3. Companies must be registered as a public works contractor with the Department of Industrial Relations. The following public works contractor responsibilities must be followed:
 - 2.A.3.1. Register as a public works contractor
 - 2.A.3.2. Pay prevailing wages
 - 2.A.3.3. Follow apprenticeship requirements
 - 2.A.3.4. Maintain and submit certified payroll records

- B. TRAFFIC SIGNALS – The jobs related to traffic signal repairs and installation shall include but are not limited to:

- 2.B.1. Install pole and relocate equipment per manufacturer year Cal Trans Standards* and City of Lancaster Specifications; including but not limited to 61-5-100 to Type 15TS.
 - 2.B.2. Install foundations for poles per manufacturer year Cal Trans Standards* and City of Lancaster Specifications; including but not limited to 61-5-100 to Ped pole, signal cabinet, and power pedestal.
 - 2.B.3. Install mast arms and relocate equipment poles per manufacturer year Cal Trans Standards* and City of Lancaster Specifications; including but not limited to 65' to 15.'
 - 2.B.4. Install Signal Cabinet and power pedestal per Cal Trans Standards* and City of Lancaster Specifications.
 - 2.B.5. Install new wire at intersection per City of Lancaster Specifications.
 - 2.B.6. Install video detection systems per manufacturers' specifications and City of Lancaster Specifications.
 - 2.B.7. Install luminaire arms per Cal Trans Standards* and City of Lancaster Specifications.
 - 2.B.8. Repair or install conduit per City of Lancaster Specifications.
 - 2.B.9. Bore new conduit runs per City of Lancaster Specifications.
 - 2.B.10. Install luminaires and signal equipment per Cal Trans Standards*, City of Lancaster Specifications, and manufacturers specifications.
 - 2.B.11. Repair terminal block covers on mast arms poles.
 - 2.B.12. Sidewalk and curb ramps removed or damaged due to work being performed shall be replaced from score line to score line per Section 203 / 303-5.5.3 of the Standard Specifications and per the applicable APWA Standard Plan as shown on the Improvement Plans and City of Lancaster specifications. PCC sidewalk and curb ramps shall be 4" thick. The concrete shall be 520-C-2500 and contain 4% air containment. AC curb ramps and landing shall also be constructed per the "Asphalt Concrete" section of these specifications. The Contractor shall construct a 4" minimum aggregate base underneath the proposed AC pathway. The aggregate base shall be compacted to 95% relative compaction.
 - 2.B.13. Standards and luminaire arms shall conform to the Details and Specifications for Ameron Traffic Signal poles per City of Lancaster Specifications.
- C. STREETLIGHTS - The jobs related to Street Light repairs and installation shall include but are not limited to:
- 2.C.1. Lancaster Blvd Decorative Pole Repair and replacement- This requires the Contractor to disconnect all damaged overhead wiring, guide cabling, and the remainder of the damaged pole and or fixture. Contractor must then replace it with a new city-supplied decorative pole and fixture, reconnect new wiring, and guide cabling to the new pole and fixture to make it fully operational.
 - 2.C.2. Leaning Pole Repair- The Contractor must secure the leaning pole, break out the 30x 30 concrete cap at the base of the pole, recompact the voided area, backfill with concrete, and then replace the concrete 30x30 cap.
 - 2.C.3. Steel Pole Change Out- This requires the Contractor to remove any existing overhead or underground wiring, removal of the metal pole and foundation, replacement of the foundation per the Details and

Specifications for Ameron 1C1 octagonal poles, install the City supplied 1C1 pole, reconnect all wiring, and make the luminaire fully operational.

2.C.4. Street Lighting Pole Foundation Replacement- Concrete electrolier foundations shall be per City of Lancaster standard detail PW-19.

D. *CAL TRANS STANDARDS – The applicable standard is based on the year the pole was installed. Please refer to Caltrans for the standards specific to the installation year.

3. **EXHIBITS**

B. DETAILS AND SPECIFICATIONS FOR AMERON 1C1 OCTAGONAL POLES

C. CITY OF LANCASTER SPECIFICATIONS: TRENCH AND PAVEMENT RESTORATION POLICY

D. CITY OF LANCASTER TRAFFIC SIGNAL SPECIAL PROVISIONS

E. CITY OF LANCASTER AGREEMENT SAMPLE

TAFT ELECTRIC COMPANY

ELECTRICAL CONTRACTORS

STATE LICENSE NO. 772245, DIR# 1000000149

1694 EASTMAN AVENUE - VENTURA, CALIFORNIA 93003 - (805) 642-0121 - FAX (805) 650-9015

COST FILE

ITEM NO.	DESCRIPTION	UNIT	TOTAL OF HOURLY RATES
1	Crane Boom Truck	HR	\$107.68
2	Bucket Truck	HR	\$47.18
3	Utility Truck	HR	\$38.48
4	Wire Trailer	HR	\$1.94
5	Loop Saw	HR	\$49.89
6	Hot Melt Trailer	HR	\$8.93
7	Air Compresor	HR	\$26.25
8	Boring Machine	HR	\$302.34
9	Pothole Machine/ Vacuum	HR	\$41.96
10	Arrowboard	HR	\$13.66
11	Traffic Cones and Signs	HR	\$26.00
12	Light Tower	HR	\$11.14
13	Wacker	HR	\$12.26
14	Electrician Normal Working Hours	HR	\$144.79
15	Laborer (Group 5) Normal Working Hours	HR	\$105.81
16	Electrician After Hours	HR	\$250.60
17	Laborer (Group 5) After Hours	HR	\$177.29
	EQUIPMENT RENTAL RATE (TBD) +15% MARK-UP	LS	TBD
	MATERAIL COST + 15% MARK-UP	LS	TBD
****	All rental equipment to be charged per local rental rates plus 15% mark-up.		
****	4 - hour minimum on all responses. Charges are from portal to portal.		
****	2- 4 hour response time for emergency calls.		
****	7-10 day coordination for equipment, material and labor for all non-emergencies.		
****	If Traffic Control Plans are required or requested by the engineer, additional cost will apply with a 15% mark up.		
****	All ramps, major concrete, or asphalt repairs to be quoted by a civil subcontractor and submitted for approval. An additional 10% mark-up will be added to sub contractor's quote.		
****	All Fiber Optic work to be quoted by a subcontractor and submitted for approval. An additional 10% mark-up will be added to sub contractor's quote.		
****	Taft will determine equipment and number of personnel to complete each service call based on scope to be completed.		
****	Excluding Cost for SCE approved contractor for all SCE conflicts. Taft can't perform any work within a 10ft distance of High Voltage lines. If necessary, a quote from an approved SCE contractor will be submitted for approval. An additional 10% mark-up will be added to sub contractor's quote.		

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and entered into this day of , 2022 , by and between the CITY OF LANCASTER, a municipal corporation and charter city, (“City”), and Crosstown Electrical and Data Inc., a California corporation (“Contractor”)(collectively, sometimes referred to hereinafter as the “Parties”).

RECITALS

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

On-Call Electrical Contractor for Transportation Services (**THE “SERVICES”**)

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

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to this Agreement are:

- A. CITY: City of Lancaster
- B. CONTRACTOR: Crosstown Electrical and Data Inc.

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

CITY City of Lancaster
Attn: Jason Caudle, City Manager
44933 North Fern Avenue
Lancaster, California 93534

CONTRACTOR Crosstown Electrical and Data Inc.
Attn: Dave Heermance
5454 Diaz Street
Irwindale, CA 91706

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

5. **Obligations of the City.**

A. The City shall pay Contractor an amount not to exceed \$100,000 for all work necessary to complete the Services, as described in the Scope of Services and Rates Schedule. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, as set forth in Exhibit A.

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

6. **Obligations of the Contractor.**

A. Contractor shall perform as required by this Agreement and in accordance with the Scope of Services and Rates Schedule set forth in Exhibit A.

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

C. Contractor shall not subcontract any of the work required to perform the Services without the express prior written approval of the City.

7. **Hold Harmless and Indemnification.** Contractor agrees to indemnify and hold harmless the City, its elected officials, officers and employees, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney’s fees, incurred to the extent arising out of or related to Contractor’s negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Contractor agrees to defend the City, its officers and employees, using counsel of the City’s choosing, from and against any and all claims covered by the indemnity in the preceding sentence.

8. **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 City and Contractor.

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

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

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

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Contractor for personnel to perform any services under this Agreement. The City shall have access to all documents, data and records of Contractor and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

10. **Term; Effective Date.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the Contractor. This Agreement shall continue in full force and effect for [Term, e.g. twelve (12) months], unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and the Contractor may mutually agree in writing to extend the Term of this Agreement.

11. **Termination.**

A. For Convenience. The City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Contractor will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

B. For Cause. If Contractor fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, Contractor shall correct such failure within ten (10) days (or such longer period that the City may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, the City may immediately terminate the Agreement by written notice to Contractor.

C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents (collectively, "documents") related to the Services shall become the City's property. Contractor shall provide all documents to the City that have not yet been within ten (10) calendar days after termination of the Agreement.

12. **Independent Contractor.** Contractor is an independent Contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended.

13. **Insurance.**

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

Commercial General Liability

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

Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage
(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)

Commercial Automobile Liability

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
--	-------------

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

Workers Compensation

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

Employers' Liability

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

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

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

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

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

E. Contractor shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:
"On-Call Electrical Contractor for Transportation 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.”

(3) List in the “Certificate Holder” section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

14. **Ownership of Documents.** All plans, specifications, reports, studies, maps and other documents prepared or obtained by Contractor in the course of performing the work and are required by this Agreement to be delivered to the City shall be the property of the City. Basic sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

15. **Data Provided to Contractor.** City shall provide to Contractor, without charge, all data, including reports, records, maps and other information, now in the City’s possession which may facilitate the timely performance of the work described in Exhibit A.

16. **Contractor’s Warranties and Representations.**

Contractor warrants and represents to City as follows:

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

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

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

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

17. **Resolution of Disputes.**

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

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

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

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

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

18. **Exhibits.**

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

Exhibit "A" Scope of Services and Rates Schedule

19. **Governing Law.**

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

[Signatures begin on following page]

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

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Jason Caudle, City Manager

Contractor:

By: _____
David P. Heermance, President

ATTEST:

Andrea Alexander, City Clerk

APPROVED AS TO FORM:

Allison E. Burns Esq., City Attorney

CONTRACT SUBMISSION APPROVAL:

Jeff Hogan, Senior Director - Development Services

Insurance Approved

EXHIBIT A

SCOPE OF SERVICES

1. **BACKGROUND**

- A. The City of Lancaster (City) desires to enter into an agreement with one or more qualified electrical contractors to perform various jobs related to installing streetlight poles and traffic signals.
- B. All maintenance work shall be subject to prevailing wages per the State of California Department of Industrial Relations.
- C. The Contractor shall execute work promptly and following a schedule approved by the City. Failure to respond by completing scheduled work promptly may result in termination of the Agreement.
- D. The selected contractors will enter into a “Not to Exceed” contract for an undetermined amount. The contract amount will depend on the number of selected contractors and yearly service estimates.
- E. All work will be billed at time and materials rates as outlined in the Contractor submitted cost file.

2. **CONTRACTOR RESPONSIBILITIES**

A. CONTRACTOR QUALIFICATIONS –

- 2.A.1. Must hold a State of California Class “A” contractor’s license — General Engineering Contractor. The principal business is in connection with fixed works requiring specialized engineering knowledge and skill.
- 2.A.2. Must hold a State of California C-10 - Electrical Contractor license. An electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose.
- 2.A.3. Companies must be registered as a public works contractor with the Department of Industrial Relations. The following public works contractor responsibilities must be followed:
 - 2.A.3.1. Register as a public works contractor
 - 2.A.3.2. Pay prevailing wages
 - 2.A.3.3. Follow apprenticeship requirements
 - 2.A.3.4. Maintain and submit certified payroll records

- B. TRAFFIC SIGNALS – The jobs related to traffic signal repairs and installation shall include but are not limited to:

- 2.B.1. Install pole and relocate equipment per manufacturer year Cal Trans Standards* and City of Lancaster Specifications; including but not limited to 61-5-100 to Type 15TS.
 - 2.B.2. Install foundations for poles per manufacturer year Cal Trans Standards* and City of Lancaster Specifications; including but not limited to 61-5-100 to Ped pole, signal cabinet, and power pedestal.
 - 2.B.3. Install mast arms and relocate equipment poles per manufacturer year Cal Trans Standards* and City of Lancaster Specifications; including but not limited to 65' to 15.'
 - 2.B.4. Install Signal Cabinet and power pedestal per Cal Trans Standards* and City of Lancaster Specifications.
 - 2.B.5. Install new wire at intersection per City of Lancaster Specifications.
 - 2.B.6. Install video detection systems per manufacturers' specifications and City of Lancaster Specifications.
 - 2.B.7. Install luminaire arms per Cal Trans Standards* and City of Lancaster Specifications.
 - 2.B.8. Repair or install conduit per City of Lancaster Specifications.
 - 2.B.9. Bore new conduit runs per City of Lancaster Specifications.
 - 2.B.10. Install luminaires and signal equipment per Cal Trans Standards*, City of Lancaster Specifications, and manufacturers specifications.
 - 2.B.11. Repair terminal block covers on mast arms poles.
 - 2.B.12. Sidewalk and curb ramps removed or damaged due to work being performed shall be replaced from score line to score line per Section 203 / 303-5.5.3 of the Standard Specifications and per the applicable APWA Standard Plan as shown on the Improvement Plans and City of Lancaster specifications. PCC sidewalk and curb ramps shall be 4" thick. The concrete shall be 520-C-2500 and contain 4% air containment. AC curb ramps and landing shall also be constructed per the "Asphalt Concrete" section of these specifications. The Contractor shall construct a 4" minimum aggregate base underneath the proposed AC pathway. The aggregate base shall be compacted to 95% relative compaction.
 - 2.B.13. Standards and luminaire arms shall conform to the Details and Specifications for Ameron Traffic Signal poles per City of Lancaster Specifications.
- C. STREETLIGHTS - The jobs related to Street Light repairs and installation shall include but are not limited to:
- 2.C.1. Lancaster Blvd Decorative Pole Repair and replacement- This requires the Contractor to disconnect all damaged overhead wiring, guide cabling, and the remainder of the damaged pole and or fixture. Contractor must then replace it with a new city-supplied decorative pole and fixture, reconnect new wiring, and guide cabling to the new pole and fixture to make it fully operational.
 - 2.C.2. Leaning Pole Repair- The Contractor must secure the leaning pole, break out the 30x 30 concrete cap at the base of the pole, recompact the voided area, backfill with concrete, and then replace the concrete 30x30 cap.
 - 2.C.3. Steel Pole Change Out- This requires the Contractor to remove any existing overhead or underground wiring, removal of the metal pole and foundation, replacement of the foundation per the Details and

Specifications for Ameron 1C1 octagonal poles, install the City supplied 1C1 pole, reconnect all wiring, and make the luminaire fully operational.

2.C.4. Street Lighting Pole Foundation Replacement- Concrete electrolier foundations shall be per City of Lancaster standard detail PW-19.

D. *CAL TRANS STANDARDS – The applicable standard is based on the year the pole was installed. Please refer to Caltrans for the standards specific to the installation year.

3. **EXHIBITS**

B. DETAILS AND SPECIFICATIONS FOR AMERON 1C1 OCTAGONAL POLES

C. CITY OF LANCASTER SPECIFICATIONS: TRENCH AND PAVEMENT RESTORATION POLICY

D. CITY OF LANCASTER TRAFFIC SIGNAL SPECIAL PROVISIONS

E. CITY OF LANCASTER AGREEMENT SAMPLE



Cost File

Item No.	COST FILE - LABOR	UM	Qty	REGULAR TIME	OVERTIME	DOUBLETIME
1	General Foreman	HR	1	\$ 132.00	\$ 181.00	\$ 232.00
2	Foreman	HR	1	\$ 127.00	\$ 174.00	\$ 220.00
3	Journeyman	HR	1	\$ 118.00	\$ 160.00	\$ 202.00
4	Journeyman Splicer	HR	1	\$ 122.00	\$ 165.00	\$ 210.00
5	85% Apprentice	HR	1	\$ 106.00	\$ 142.00	\$ 176.00

- Regular Time: Monday – Friday, 7am – 3:30 pm
- Overtime: Work over 8 hours per day, Saturday Work, Call out after 3:30 PM
- Double-time: Work over 12 hours per day, Sunday Work

****NOTE: A VEHICLE IS TO BE ADDED TO EACH LABOR HOUR. EXAMPLE:
 JOURNEYMAN ELECTRICIAN REGULAR TIME PLUS WORK TRUCK = \$118.00 + 36.92
 = \$154.92 PER HOUR**

Item No.	COST FILE - EQUIPMENT	UM	Qty	Unit Price
1	Work Truck, 12-20	HR	1	\$ 36.92
2	2 Axle Dump Truck	HR	1	\$ 50.64
3	3 Axle Dump Truck	HR	1	\$ 66.97
4	Compressor	HR	1	\$ 22.39
5	Splice Van	HR	1	\$ 45.84
6	Bobcat	HR	1	\$ 27.42
7	Crane	HR	1	\$ 113.37
8	Ditch Witch Directional Bore Machine	HR	1	\$ 153.99
9	Directional Bore Support Truck	HR	1	\$ 75.51
10	Debris Vacuum with pressure washer/trailer	HR	1	\$ 38.03
11	Bucket Truck	HR	1	\$ 75.44
12	Arrowboard	HR	1	\$ 3.18

- Equipment Rates are per Caltrans Rental Rates, Any additional Equipment not listed, but required for use, to be charged per the standard Caltrans Rental Equipment Rates

Material Markup: 15%

Signature Sheet

- See attached

TAFT ELECTRIC COMPANY

ELECTRICAL CONTRACTORS

STATE LICENSE NO. 772245, DIR# 1000000149

1694 EASTMAN AVENUE - VENTURA, CALIFORNIA 93003 - (805) 642-0121 - FAX (805) 650-9015

Date: 01/28/2022

Office of City Clerk
Lancaster City Hall
44933 Fern Avenue
Lancaster, CA 93534

RE: RFP NO. 755-22, ON-CALL ELECTRICAL CONTRACTOR – TRANSPORTATION SERVICES

City of Lancaster,

Taft Electric Company is pleased to present a proposal for the above mentioned project. We are a union contractor, established in 1946 and incorporated in 1965. While our main office is in Ventura, CA, we also have satellite offices in Solvang, Thousand Oaks, Los Angeles, and Lancaster to better serve our customers.

Our recommendations come from customers whom we have served on nearly every type of electrical installation including: renewable energy, oil exploration, manufacturing plants and facilities, commercial buildings, government projects, traffic signalization, street/ highway/ airport lighting, sports field lighting, utility backbone and distribution systems, LED retrofitting, directional boring, underground fiber projects, data cable, satellite control and transmission projects.

Taft Electric's success comes from its people who have the knowledge, experience, supervisory talent, integrity and ingenuity to complete a profitable project on time within a budget. We continuously strive to stay educated with technological advances, and have made our name synonymous with reliability and superior performance.

Taft Electric Co. will supply all necessary manpower, equipment, and resources to complete any on-call services in a timely manner. As with all past and present projects with the City of Lancaster, we are committed to working with all inspectors and City of Lancaster personnel to complete a safe and successful project. Taft Electric Co. will honor the attached proposal till March 8, 2022 thru March 8, 2023 as specified.

Sincerely,



Dave Norwine
Traffic Division Manager
1694 Eastman Ave.
P: 805-642-0121
F: 805-644-1542
dnorwine@taftelectric.com

TAFT ELECTRIC COMPANY

ELECTRICAL CONTRACTORS

STATE LICENSE NO. 772245, DIR# 1000000149

1694 EASTMAN AVENUE - VENTURA, CALIFORNIA 93003 - (805) 642-0121 - FAX (805) 650-9015

REFERENCE LIST

Customer Name: Tanko Lighting
Email: chris@tankolighting.com

Contact Person: Chris Pettengill
Phone: 415-939-2450

Project: On Call Emergency Maintenance Services

Location: Santa Clarita, CA

Description of Work: Maintain operation of all street lights and safety lights in the City of Santa Clarita. Respond and replace street light knockdowns with Taft crane and equipment. Street light foundation replacements and leveling poles. Overhead rewires and connections. Maintain bridge lighting and retrofits.

Customer Name: Tanko Lighting
Email: chris@tankolighting.com

Contact Person: Chris Pettengill
Phone: 415-939-2450

Project: On Call Emergency Maintenance Services

Location: Goleta, CA

Description of Work: Maintain operation on all street lights and safety lights in the City of Goleta. Respond and replace street light knockdowns with Taft crane and equipment. Street light foundation replacements and leveling poles. Overhead rewires and connections. Maintain bridge lighting and retrofits.

Customer Name: City of Oxnard
Email: renee.hatcher@oxnard.org

Contact Person: Renee Hatcher
Phone: 805-200-5289

Project: On Call Traffic Signal Services

Location: Oxnard, CA

Description of Work: Respond to Traffic Signal knockdowns, damages, and outages. Foundation replacement, pole replacement, fixture replacements, signal gear and controller replacements, intersection rewires.

Customer Name: City Camarillo
Email: tbulliers@cityofcamarillo.org

Contact Person: Tom Bullers
Phone: 805-388-5339

Project: On Call Contractor Services Agreement FY21/22

Location: Camarillo, CA

Description of Work: Respond to Traffic Signal knockdowns, damages, and outages. Foundation replacement, pole replacement, fixture replacements, signal gear and controller replacements, intersection rewires.

Customer Name: City of Agoura **Contact Person:** Brian Woodworth
Email: BWoodworth@agourahillscity.org **Phone:** 818-597-7322

Project: City Agoura Hills Street Light Maintenance
Location: Agoura Hill, CA
Description of Work: Maintain streetlights on Agoura Rd. Respond to knockdowns and diagnose outages. Replace fixtures, poles, and foundations.

Customer Name: City of Ventura **Contact Person:** Jonathon Jordan
Email: jjordan@cityofventura.ca.gov **Phone:** 805-947-6229

Project: City Ventura – T&M Contract
Location: Ventura, CA
Description of Work: Respond to Traffic Signal knockdowns, damages, and outages. Foundation replacement, pole replacement, fixture replacements, signal gear and controller replacements, intersection rewires.

Customer Name: City of Santa Clarita **Contact Person:** Cesar Romo
Email: CROMO@Santa-clarita.com **Phone:** 661-510-0831

Project: City Santa Clarita – T&M Contract & Loop Contract
Location: Santa Clarita, CA
Description of Work: Respond to Traffic Signal knockdowns, damages, and outages. Foundation replacement, pole replacement, fixture replacements, signal gear and controller replacements, intersection rewires and loop repair & installing new loops.

Customer Name: City of Palmdale **Contact Person:** Jeff Newman
Email: jnewman@cityofpalmdale.org **Phone:** 661-267-5336

Project: City Palmdale 3 Year Loop Contract
Location: Palmdale, CA
Description of Work: Traffic signal loop replacement and installing new signal loops

TAFT ELECTRIC COMPANY

ELECTRICAL CONTRACTORS

STATE LICENSE NO. 772245, DIR# 1000000149

1694 EASTMAN AVENUE - VENTURA, CALIFORNIA 93003 - (805) 642-0121 - FAX (805) 650-9015

PERSONNEL AND EQUIPMENT

Personnel:

- Dave Norwine, V.P. of Traffic Operations. See resume attached.
- Brian Eberhard, Project Manager. See resume attached.
- Jonas Noble, Superintendent. See resume attached.
- Howard Eastlick, Superintendent. See resume attached.
- Eric Moore, Foreman Electrician. 23 years of experience.
- Ryan Caulfield, Foreman Electrician. 23 years of experience.
- Johnny Fuentes, Foreman Electrician. 24 years of experience.
- Alex Ramos, Foreman Electrician. 15 years of experience.
- Erik Grisham, Journeyman Wireman. 12 years of experience.
- David Soohoo, Journeyman Wireman. 10 years of experience.
- Ernesto Gallegos, Foreman Laborer. 10 years of experience.
- Jason Pinedo, Laborer. 20 years of experience.
- Luke Campbell, Laborer. 10 years of experience.
- Ruben Cervantes, Laborer. 20 years of experience.
- Tim Tucker, Laborer. 20 years of experience.
- Juan Reyes, Laborer. 20 years of experience.
- Erick Gallegos, Laborer. 4 years of experience.
- Santiago Montano, Laborer. 7 years of experience.
- Felipe Morales, Laborer. 15 years of experience.
- Alex Ayala, Laborer. 2 years of experience.
- Jose Lomelli, Laborer apprentice. 4 years of experience.

Equipment (Taft Owned):

- Crane Boom Trucks (x4)
- Bucket Truck (x3)
- Utility Trucks (x8)
- Wire Trailer (x4)
- Loop Saw (x2)
- Hot Melt Trailer (x2)
- Air Compressor (x5)
- Boring Machine (x2)
- Pothole Machine/ Vacuum (x6)
- Arrow board (x4)
- Traffic Cones and Signs
- Light Tower (x2)
- Wacker (x4)

Equipment (Rental):

- Backhoe
- Augur

TAFT ELECTRIC COMPANY

ELECTRICAL CONTRACTORS
STATE LICENSE NO. 772245, DIR# 1000000149
1694 EASTMAN AVENUE - VENTURA, CALIFORNIA 93003 - (805) 642-0121 - FAX (805) 650-9015

Dave Norwine

Vice President of Traffic Operations
Taft Electric Company
1694 Eastman Avenue
Ventura, CA 93003

General Information

High School Graduate – 1980
Laborers Union #585 – 1990 1 Year
Member of IBEW Local #952 – 1991 to Current
OSHA Courses – OSHA 10, Construction Safety & Health
Misc Training Courses

Employment Background

Employed with Taft Electric since 1990
Laborer 1990-1991
Journeyman Electrician 1991 – 1996
Superintendent – 1996-2001
Division Manager 2001- 2019
VP of Traffic Operations 2019-Present

Prior to employment with Taft Electric Company includes Construction Manager for Communication Company for 8 years

Experience

Current Projects

Needham Ranch Traffic Signals, Santa Clarita, CA
Mission Village Traffic Signal & Street Lighting, Santa Clarita, CA
Del Sol High School Traffic Signals, Oxnard, CA
City Oxnard- On Call TS Maint.
LAX/CONRAC Street Lighting & Traffic Signal, Los Angeles, LAX CA

Completed Projects:

Rancho Rd & Hwy 101 Traffic Signals, Thousand oaks, CA
Hwy 101 & Palo Comado Cyn Traffic Signals, Agoura Hills, CA
Soledad Cyn & Mammoth Traffic Signal, Santa Clarita, CA
Traffic Signals @ Hallock Dr @ Telegraph & Santa Pala St, Santa Paula, CA
Traffic Signal @ Telegraph Rd/Wells Rd & Wells Rd/Citrus, Ventura, CA
Newhall Ranch Rd Bridge, Santa Clarita, CA
Five Points Intersection Improvements, Ventura, CA
SR 126 @ Mountain View Rd Traffic Signal, Fillmore, CA
Rose Avenue @ Simon Way Intersection Improvements, Oxnard, CA
North County ITS Project, PHI, PHII & PHIII, PHIV, Palmdale, CA
Los Angeles Rams Training Facility, Thousand Oaks, CA

23 Fwy Widening, Moorpark, CA
I-5 & SR 14, Sylmar, CA
Hwy 101-Rincon – Ventura County, CA
Rose Ave & Hwy 101 Interchange, Oxnard, CA
Rice Ave & Hwy 101 Interchange, Oxnard, CA

At complete list of projects can be provided upon request

TAFT ELECTRIC COMPANY

ELECTRICAL CONTRACTORS

STATE LICENSE NO. 772245, DIR# 1000000149

1694 EASTMAN AVENUE - VENTURA, CALIFORNIA 93003 - (805) 642-0121 - FAX (805) 650-9015

Brian Eberhard

Traffic Division Project Manager

Taft Electric Company

1694 Eastman Avenue

Ventura, CA 93003

General Information

High School Graduate – 1992

Bachelor of Science - San Diego State University - 1998

Heavy Equipment Operator/Owner – 1998-2002

Member of IBEW Local #413 2002-2006

OSHA Courses – OSHA 10, OSHA 30

SWPPP Workshop Training, QSP Training

Misc Training Courses

Employment Background

Employed with Taft Electric Project Engineer / Project Manager 2006 - Present

Prior to employment with Taft Electric Company includes:

Donovan Electric – IBEW 413 2002-2006

Gold Coast Boring Inc. – 1998-2002

Current Projects:

Hwy101 Carpinteria to Santa Barbara, CA

Hwy 101 @ Summerland, CA

Palmdale – Amazon Building 6th St & Ave M

Tanko Lighting – Simi Valley, Santa Clarita & Goleta, CA

Modoc Rd & Las Positas, Santa Barbara, CA

Experience

Street/Highway/Signal Lighting/On Call Projects Projects

On Call City of Santa Clarita Retro Fit

On Call City of Goleta Retro Fit

On Call City of Simi Valley Retro Fit

On Call City Lancaster Traffic Signal/St Lighting Maintenance

Hwy 101 From Carpinteria to Summerland, CA

UCSB Fiber Improvements

Palmdale Blvd and 35th Street East Traffic Signal - Palmdale , CA.

Ave H and BYD Traffic Signal – Lancaster, CA.

Ave R and 40th Street East Traffic Signal Modification, Palmdale, CA

Employee Owned

SERVING ALL OF CALIFORNIA

Ave S Traffic Signals at Parkwood Ave and The Groves Project - Palmdale, CA.
Lancaster LED Street Light Conversion Project, Lancaster, CA
Palmdale ITS Phase 1 – Phase 4, Palmdale, CA
Avenue H & 10th Street West, Lancaster, CA
Lancaster Blvd & 10th Street West, Lancaster, CA
Lower Downtown Lighting Phase 1 & 2, Santa Barbara, CA
Avenue S & 57th Street Widening, Palmdale, CA
Outdoor Lighting Retrofit, Santa Clarita, CA
I-5 & SR 14, Sylmar, CA

A complete list of projects can be provided upon request

Taft Electric Company

Electrical Contractors
State License NO. 772245
DIR# 1000000149

Jonas R. Noble

Traffic Division Superintendent

Taft Electric Company
1694 Eastman Avenue
Ventura, CA 93003
Office: (805) 642-0121
Cell: (805) 207-0792
Email: jnoble@taftelectric.com

Objective Produce Intelligent Transportation Systems and Electrical Systems where applicable.

Experience	2003 - 2009	Taft Electric Company	Ventura, CA
	2009 - 2010	City of Los Angeles	Los Angeles, CA
	2010 - Current	Taft Electric Company	Ventura, CA

- Laborer 2003 – 2005
- Electrician, Crew Leader 2005 – 2009
- Foreman 2009 – 2020
- General Foreman, Superintendent 2020 – Current

Tasks

- Install and/or modify the following systems: Traffic signals, street lighting, parking lot lighting, pedestrian lighting, communication, ramp metering, seismic, count stations, vehicle detection, CCTV, pedestrian crosswalks, etc..
- Provide traffic signal and street lighting maintenance support for areas located in the following areas: High Desert, LA County, Ventura County, and Santa Barbara County

Certifications, Licenses, Skills

- California State Certified Electrician
- Class A Commercial Driver License: endorsements – air brakes, doubles/triples, and tankers
- NFPA 70e, OSHA 10, OSHA 30
- Safety Training Courses: Backhoe/loader operator safety, confined spaces, trench excavation competent person, boom/crane safety, vehicle mounted AWP/bucket truck operation safety, etc..
- Knowledge regarding Caltrans Standard Plans and Specifications, Greenbook Standard Plans, California MUTCD
- Operate machines and equipment: Directional Boring operator and locator capabilities, walk-behind concrete saw cutting, hotmelt applicator, tow-behind pothole/vac-tanks, boom truck operations, bucket truck operations,

backhoe/loader operations, excavator operations, mechanical build and/repair skills

- Management Skills to include, but not limited to, the following: Daily reports, material take-off, workforce planning/team management, job planning, negotiation skills, problem solving skills, communication skills

Completed and Ongoing Projects (please inquire for complete list)

- Hwy 101 improvements 4A, 4B, and 4C. Carpenteria to Montecito
- Palmdale Blvd. and 40th St, Palmdale, CA
- Tanko Lighting Installation and Maintenance: Simi Valley, Santa Clarita and Goleta, CA
- Bike Path Project: Las Positas and Modoc. Santa Barbara, CA
- Palmdale ITS Phase 1 and Phase 4. Palmdale, CA
- Ave. H and 10th St. West. Lancaster, CA
- Lower Downtown Lighting Phase 1 and Phase 2. Santa Barbara, CA
- Ave. S. and 57th Widening Project. Palmdale, CA
- Outdoor Lighting Retrofit. Santa Clarita, Simi Valley, Lancaster, and Goleta, CA
- I-5 and SR 14. Sylmar, CA
- Five Point Community Project. Santa Clarita, CA
- Chesebro Overpass Project. Agoura Hills, CA
- Needham Ranch Development Project. Newhall, CA
- UCSB Fiber Improvements. Goleta, CA
- Santa Barbara Airport Lighting Project. Santa Barbara, CA

Education

- Adolfo Camarillo High School (class of 1998) – Diploma
- Some College: Moorpark, Ventura, and Oxnard
- IBEW 4 year Graduate Class of 2009 – Transportation Technician
- IBEW 2 year Graduate Class of 2011 – Journeyman Wireman

TAFT ELECTRIC COMPANY

ELECTRICAL CONTRACTORS

STATE LICENSE NO. 772245, DIR# 1000000149

1694 EASTMAN AVENUE - VENTURA, CALIFORNIA 93003 - (805) 642-0121 - FAX (805) 650-9015

Howard (Les) Eastlick IV

leastlick@taftelectric.com

(805) 857-1697

Certifications

California General Electrician, IMSA Traffic Signal Field Technician Level II, IMSA Work Zone Temporary Traffic Control Technician, California Class A CDL with T,P,X Endorsements, OSHA 30 Certificate, Forklift Certificate, and Fall Protection Awareness

Work Experience

Taft Electric Company

Transportation Superintendent February 2019 – Present

Draft written schedules for each project for accurate planning and tracking; Train and Direct Foremen and General Foremen as needed to obtain consistency; Review and Approve Timesheets; Coordinate Labor needs; Enforce All Company Policies and Procedures.

Traffic Development Services, Inc.

Foreman/Operating Engineer/Electrical Apprentice March 2010 – January 2018

Plan and Schedule jobs; Order material and equipment; Attend construction meetings; Operating Engineer on jobsites; Electrical apprentice on jobsites; Repair and Service tools and equipment; Read and Interpret job plans; Manage employees; Collaborates with Inspectors and Engineers; Oversees subcontractor; Jobsite management; Liaison between office and onsite personnel; Respond to emergency calls for traffic signals; Assist in bidding for projects;

TDS Engineer

Laborer Apprentice March 2008- March 2010

Laborer with operating experience; Traffic Control; Concrete demo, forming, pouring, and grading; Install and Build/Modify traffic signals; and Repair street lighting.

United States Marine Corps (Headquarters Marine Aircraft Group 11)

Armorer February 2005 – February 2009

Responsible for Maintenance and Accountability of weapons; Supervised 10 Marines; Delegate tasks for safety and efficiency; Escort Marines and weapons to and from airport for deployments and trainings; and Research and Purchase organization of materials.

Project Experience:

LAX ConRAC- street widening Traffic Signals and Street Lighting four new Traffic Signals, four traffic signal modifications, and one mile of Street Lighting

Kite Pharma infrastructure upgrade- Generator backup with new power distribution.

City of Hope CUP realignment- New 5KV emergency power distribution (OSHPD), New 16KV distribution, and new communication distribution all throughout the facility.

City of Hope Village Rd North improvement- New streetlighting and 16KV realignment.

Huntington Park High School Modernizations- LAUSD Project, All new underground single line distribution.

Disney Studios 16KV Substation- Upgraded Disney studio lot from a 4160 feed to a redundant 16KV substation with new distribution throughout the facilities.

SoFi Stadium- Multiple projects, Street Lighting, Dry Utilities, Parking Lot Lighting & Low Voltage Systems, the Lake Park facility, and the Site oDAS Antenna System.

Education

Associated Builders and Contractors, Inc. Los Angeles/Ventura County
Completed Electrical Apprentice Program

Associated General Contractors San Diego Chapter
Completed Laborer Apprentice Program

Elgin High School
Obtained High School Diploma



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **772245**

Entity **CORP**

Business Name **TAFT ELECTRIC COMPANY**

Classification(s) **A B C10 C-7**

Expiration Date **12/31/2023**

www.cslb.ca.gov





APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION:

Registration Information

Type: Renewal

Period: July 1, 2019 – June 30, 2022

Contractor Information

Contractor Name: TAFT ELECTRIC COMPANY

Trade Name:

License Type Number(s): 1000000149

Contractor Physical Address

Physical Business Country: United States of America Physical Business City/ Province: VENTURA

Physical Business Address: 1694 EASTMAN AVENUE Physical Business State: CA

Physical Business Postal Code: 93003

Contractor Mailing Address

Mailing Country: United States of America Mailing City /Province: VENTURA

Mailing Address: P O BOX 3416 Mailing State: CA

Mailing Postal Code: 93006

Contact Info

Daytime Phone: }

Daytime Phone Ext.:

Mobile Phone:

Business Email: csmith@taftelectric.com

Applicant's Email: csmith@taftelectric.com

All processing emails will be sent to the Applicant's Email address for action. The approved registration will be sent to the Business Email for posting.

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees
through Professional
Employer Organization?

No

Workers' Compensation Overview

Insured by carrier

Policyholder Name: TAFT ELECTRIC COMPANY
Policy Number: UB-0N304022-19-26-G
Inception Date: January 1, 2019
Expiration Date: June 30, 2022

Certification

Yes

I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award

Yes

I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

Yes

I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, Carol Smith the undersigned, am , TAFT ELECTRIC COMPANY with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: May 9, 2019

Legal Entity Information

Legal Entity Type: Corporation

Registration Services

Name: TAFT ELECTRIC COMPANY

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Taft Electric Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1694 Eastman Avenue

6 City, state, and ZIP code
Ventura, CA 93003

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

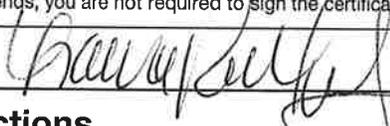
Employer identification number

7	7	-	0	0	0	7	2	1	6
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Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **01/21/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 1301 Dove Street, Suite 200 Newport Beach CA 92660-2436	CONTACT NAME: Alexis Bertanga	
	PHONE (A/C, No, Ext): 949-660-5965	FAX (A/C, No):
E-MAIL ADDRESS: aberlanga@alliant.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Old Republic Insurance Company		24147
INSURER B : Allied World Natl Assurance Co		10690
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 Taft Electric Company
 1694 Eastman Ave.
 Ventura CA 93003

COVERAGES

CERTIFICATE NUMBER: 17639410

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	MWZY31601121	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MWTB31601221	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ \$250/\$500
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	0312-6776	1/1/2021	3/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 SIR \$ 10,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	MWC31601021	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: All Operations.

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 on Primary and Non-Contributory basis. Waiver of Subrogation applies per attached endorsements. Thirty (30) Days Notice of Cancellation / Non-Renewal - Ten (10) Days Notice For Non-Payment of Premium.

CERTIFICATE HOLDER**CANCELLATION**

City of Lancaster 44933 North Fern Avenue Lancaster CA 93534	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Olivia Keller</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT	LOCATIONS AS REQUIRED BY AN EXECUTED WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY EXECUTED WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT	LOCATIONS AS REQUIRED BY AN EXECUTED WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):	As required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Taft Electric Company

Endorsement Effective Date: 03/01/2021

SCHEDULE

Name Of Person(s) Or Organization(s): As per written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Taft Electric Company
Endorsement Effective Date: 03/01/2021

SCHEDULE

Insurance Company: Old Republic Insurance Company	
Policy Number: MWTB31601221	Effective Date: 03/01/2021
Expiration Date: 03/01/2022	
Named Insured: Taft Electric Company	
Address: 1694 Eastman Ave., Ventura, CA 93003	
Additional Insured (Lessor): WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT OR LEASE AGREEMENT.	
Address:	
Designation Or Description Of "Leased Autos":	

Coverages	Limit Of Insurance
Covered Autos Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ SEE DECLARATION - ITEM THREE Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ SEE DECLARATION - ITEM THREE Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Taft Electric Company
Endorsement Effective Date: 03/01/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s): As per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

As per written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured Taft Electric Company

Effective Policy No. MWC31601021 Endorsement No. n/a
Premium n/a

Insurance Company
Old Republic Insurance Company

Countersigned by Alliant Insurance Services, Inc.

TAFT ELECTRIC COMPANY

ELECTRICAL CONTRACTORS

STATE LICENSE NO. 772245, DIR# 1000000149

1694 EASTMAN AVENUE - VENTURA, CALIFORNIA 93003 - (805) 642-0121 - FAX (805) 650-9015

COST FILE

ITEM NO.	DESCRIPTION	UNIT	TOTAL OF HOURLY RATES
1	Crane Boom Truck	HR	\$107.68
2	Bucket Truck	HR	\$47.18
3	Utility Truck	HR	\$38.48
4	Wire Trailer	HR	\$1.94
5	Loop Saw	HR	\$49.89
6	Hot Melt Trailer	HR	\$8.93
7	Air Compresor	HR	\$26.25
8	Boring Machine	HR	\$302.34
9	Pothole Machine/ Vacuum	HR	\$41.96
10	Arrowboard	HR	\$13.66
11	Traffic Cones and Signs	HR	\$26.00
12	Light Tower	HR	\$11.14
13	Wacker	HR	\$12.26
14	Electrician Normal Working Hours	HR	\$144.79
15	Laborer (Group 5) Normal Working Hours	HR	\$105.81
16	Electrician After Hours	HR	\$250.60
17	Laborer (Group 5) After Hours	HR	\$177.29
	EQUIPMENT RENTAL RATE (TBD) +15% MARK-UP	LS	TBD
	MATERAIL COST + 15% MARK-UP	LS	TBD
****	All rental equipment to be charged per local rental rates plus 15% mark-up.		
****	4 - hour minimum on all responses. Charges are from portal to portal.		
****	2- 4 hour response time for emergency calls.		
****	7-10 day coordination for equipment, material and labor for all non-emergencies.		
****	If Traffic Control Plans are required or requested by the engineer, additional cost will apply with a 15% mark up.		
****	All ramps, major concrete, or asphalt repairs to be quoted by a civil subcontractor and submitted for approval. An additional 10% mark-up will be added to sub contractor's quote.		
****	All Fiber Optic work to be quoted by a subcontractor and submitted for approval. An additional 10% mark-up will be added to sub contractor's quote.		
****	Taft will determine equipment and number of personnel to complete each service call based on scope to be completed.		
****	Excluding Cost for SCE approved contractor for all SCE conflicts. Taft can't perform any work within a 10ft distance of High Voltage lines. If necessary, a quote from an approved SCE contractor will be submitted for approval. An additional 10% mark-up will be added to sub contractor's quote.		

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in RFP No. 755-22.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Lancaster, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

The Contractor hereby certifies that it has:

- Read each and every clause of this RFP and addenda, including Addendum # 1 - 3.
- Included all costs necessary to complete the specified work in its proposed prices.
- Agreed that if it is awarded the Contract, it will make no claim against the City based upon misunderstanding of any provision of the Agreement. Should conditions turn out otherwise than anticipated by it, the Contractor agrees to assume all risks incident thereto.

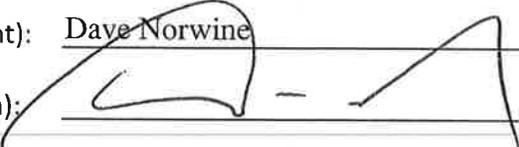
I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Firm: Taft Electric Company

Address: 1694 Eastman Ave., Ventura CA 93003

Fed ID No: 77-0007216 DIR # (if applicable): 1000000149

Name (print): Dave Norwine

Name (sign): 

Title: V.P. of Traffic Operations

Telephone: 805-642-0121 Fax: 805-644-1542

Email: dnorwine@taftelectric.com Date: 1/28/2022

To receive consideration for award, this signature sheet must be returned with the Proposal.

COPY

CITY OF LANCASTER

REQUEST FOR PROPOSAL NO. 755-22

ON-CALL ELECTRICAL CONTRACTOR – TRANSPORTATION SERVICES

DUE: FEBRUARY 3, 2022



SUBMITTED BY:
CROSTOWN ELECTRICAL & DATA, INC.
5454 DIAZ ST., IRWINDALE, CA 91706



City of Lancaster
On-Call Electrical Contractor –Transportation Services, RFP No. 755-22
Due Date: February 3, 2022



February 2, 2022

City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534

Subject: Introduction / Cover Letter

To Whom it May Concern:

Crosstown Electrical and Data Inc. ("Crosstown") is pleased to submit this proposal in response to the City of Lancaster's On-Call Electrical Contractor – Transportation Services project, RFP No. 755-22.

Crosstown is a Southern California based Electrical & General Contractor specializing in Traffic Signal Modifications and installations, Traffic signal maintenance, installation of Electrical and ITS Infrastructure, fiber optics, copper, wireless, communications, closed circuit television systems. We were incorporated in 1998 as a C-Corporation and are in our twenty-third successful year providing these services. Our corporate office is at 5454 Diaz Street in the City of Irwindale, California. We own an 11,000 SF building with offices, test laboratory, fabrication shop, and storage yard.

Crosstown has a strong construction division specializing in the installation of conduit, traffic signals, wire/cable, pedestrian equipment and complete intersections. We also offer a team who can perform the implementation, installation, integration and maintenance of electrical and ITS Infrastructure, fiber optic, video, wireless, and data communications systems and we have established ourselves as the premier integrators and installers of Traffic, Transportation, Rail, and Public Works related electrical infrastructure and systems in Southern California. We are licensed to contract for all types of electrical and general construction work (A and C-10 License Number 756309). Crosstown is registered with the Department of Industrial Relations, No. 1000000155. We are signatory with the local electrical unions (IBEW Locals 11, 440, 441, 477, and 952) and have the resources to gear up rapidly should a contract require such action. We also own all of our own bucket trucks, work trucks, bobcats, crane, boring rig, and traffic control equipment. Our firm is financially strong and bondable and we have an excellent reputation for providing quality service to various cities and government agencies throughout Southern California.

Crosstown Acknowledges the receipt of Addendum #'s 1, 2, and 3.

Our firm is very confident that we can provide superior service and meet all the requirements set forth in this request for proposals. Thank you for your time and consideration and we look forward to working with the city of Lancaster.

Sincerely,

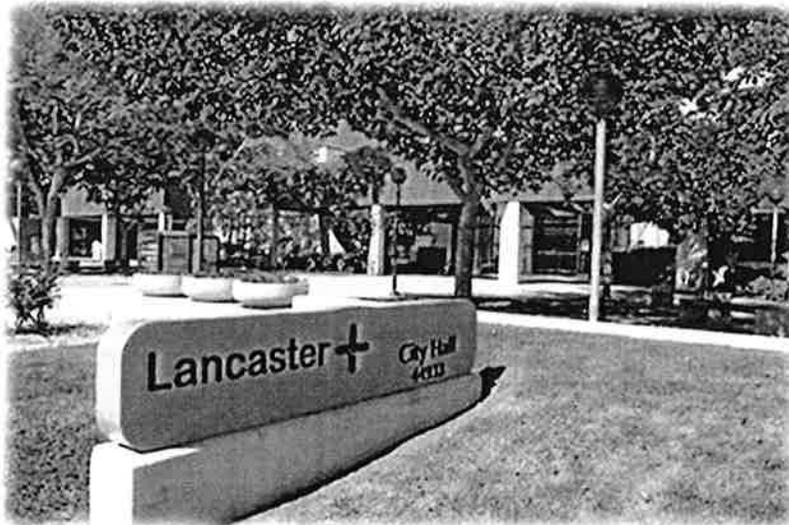
A handwritten signature in black ink, appearing to read "Dave Heermance", is written over a circular stamp or seal.

Dave Heermance –President
5454 Diaz St.
Irwindale, CA 91706
Phone: (626) 813-6693
Email: dave@crosstowndata.com

TABLE OF CONTENTS

1. Cover Letter / Introduction.....	1
2. Table of Contents	2
3. Introduction (cont.).....	3
4. References	4
5. Personnel and Equipment.....	6
6. Certificates and Documentation/ Insurance Statement/ Understanding.....	10
7. Cost File & Attachments	11

- Copy of State of California Class A and C-10 License, License #756309
- Copy of DIR Registration
- Signed W9 Form
- Resumes
- Signed Addendums





Introduction

Crosstown Electrical & Data, Inc. was incorporated in 1998 and has been providing Electrical, ITS and traffic signal services successfully for the past 23 years.

Our firm is financially strong and bondable and we have an excellent reputation for providing quality service to various cities and government agencies throughout Southern California. We currently have 147 employees with the qualified staff necessary to perform the tasks and services required of this request for proposal. Crosstown has also successfully completed dozens of projects for the city of Lancaster over the past 23 years.

Crosstown maintains a Class "A" General Construction license and a class "C-10" Electrical license, No. 756309, Expires 11/30/22. We are registered with the Department of Industrial Relations, DIR # 100000155.

Company Name:	Crosstown Electrical & Data, Inc.
Legal Form of Company:	Corporation
License no.:	756309
DIR #:	1000000155
Project Contact: Telephone Number:	David P. Heermance: President (626) 813-6693
Website:	www.crosstowndata.com
Email:	Dave@crosstowndata.com
Corporate Office:	5454 Diaz Street Irwindale, CA. 91706



References

Crosstown has performed work on all of Caltrans District 3, 4, 6, 7, 8, 10, 11, and 12 freeway routes and are intimately familiar with all aspects of the ITS and system infrastructure in these districts. Crosstown has maintained the Caltrans Traffic Operations Network Fiber/Copper Maintenance and Repair Contracts in various Caltrans districts from 2013 to current. Crosstown has completed hundreds of projects involving the installation of fiber optic cable, splicing/termination/ and testing of fiber cable as well as the installation of communication equipment, to include Ethernet switches and/ or wireless communications. One such project we completed was the North County ITS Expansion and Traffic Signal System Modernization project in the city of Lancaster which included the installation of over 200,000 LF of fiber cable and the installation and integration of communication equipment. Crosstown has also recently successfully completed the Vision Zero Phase 2C project in the City of Los Angeles which included the Modification of seventeen intersections to include new controller assemblies, APS push buttons, street lighting and conduit work. Crosstown was also responsible for the completion of a Caltrans District 7 project that include the installation of tamper proof pull boxes and the installation of LED lighting conversion at approximately 500 locations. Crosstown has also had various On-Call Contracts for cities such as Garden Grove, Santa Ana, and Pasadena.

Reference projects that have been completed which include scope that would be performed that is similar to this contract include:

ORGANIZATION'S NAME / ADDRESS	CONTACT PERSON/ TELEPHONE #	BRIEF DESCRIPTION OF PROJECT / PROJECT VALUE	DATE OF PROJECT
City of Los Angeles 100 S. Main St. Los Angeles, CA 90012	Shane Smith 310-345-1229 shane.smith@lacity.org	Vision Zero – Phase 2C – Perform modification of Traffic Signals at 17 intersections to include furnish and install new controller assemblies, APS push buttons, street lighting, conduit, signing/stripping, and/or concrete work. - \$4,722,233	4/19 to 3/20
Department of Transportation 1041 W. Badillo St., STE 112, Covina, CA 91722	Mike Fardoun 626-339-1601 X119 Mike.fardoun@dot.ca.gov	Caltrans Contract 07-3X9104 – Install tamper proof pull boxes and furnish and install LED lighting conversion at approximately 500 locations. - \$6,293,402.50	11/15 TO 6/17
Orange County Transportation Authority (OCTA) 600 S. Main St. Orange, CA 92863	Amy Tran 714-560-5379 atran@octa.net	OCTA Alicia Parkway RTSSP, Laguna Niguel – Furnish and install pull boxes, conduit, fiber optic cable, patch panels, splice closures, vaults, UPS units, and Ethernet switches. Perform splicing, termination and testing of fiber cable - \$589,307.56	5/18 to 9/18
Department of Transportation 1041 W. Badillo St., STE 112, Covina, CA 91722	Bernard Alonzo 562-345-3145 Bernard.v.alonzo@dot.ca.gov	Caltrans Contract 07-308604 – Upgrade Ramp Metering System: Furnish and install ramp metering system, conduit, pull boxes, lighting, fiber, tracer wire, communication equipment. - \$3,136,844.77	1/17 to 2/19

Department of Transportation 13230 Firestone Blvd., Unit #E2-F2 Santa Fe Springs, CA 92670	Paul Wang 562-345-3144 Paul.wang@dot.ca.gov	Caltrans Contract 07-293804 – Route 110/405 – Furnish and install conduit, pull boxes, cabinets, foundations, innerduct, fiber, communication equipment, perform striping, traffic control. - \$2,229,198.37	10/16 to 5/17
City of Lancaster 44933 North Fern Ave Lancaster, CA 93534	Kenji Stiles 661-802-8021 kstiles@cityoflanasterca.org	North County ITS Expansion and Traffic Signal System Modernlization: Furnish and install 203,500 LF of 72 SM fiber cable, 11,200 LF of 12 SM fiber cable and perform splicing, termination and testing of fiber cable. Furnish/install Ethernet switches, video surveillance, CCTV and wireless communication - \$2,241,410.00	1/18 to 9/18
City of Santa Clarita 23920 Valencia Blvd. Santa Clarita, CA 91355	Cesar Romo 661-286-4002 cromo@santa-clarita.com	Intelligent Transportation System – Phase IV - Furnish and Install fiber splice closures and FDU's, perform all splicing, terminating and testing, Furnish/Install Ethernet switches, Bosch CCTV cameras and Video management system, Perform system testing and integration - \$764,475.	10/16 to 6/17

Personnel and Equipment

A. Crosstown's Qualified Personnel

BRIEF SUMMARY OF QUALIFICATION AND EXPERIENCE	Area of Expertise	Specialized Skills	Certifications
 <p>Ricardo Avila Project Role: General Construction Superintendent Mr. Avila has over ten years of experience in construction and electrical installations. He excels in communication with Owner and General contractors to meet project goals and deadlines and has a great knowledge of various construction plans, products and supplies to maximize project effectiveness and profitability.</p>	Installation of Fiber Cable, Copper Cable, Traffic Signal Systems, Video Detection, Construction	Crew Supervision, Installation of Fiber and Copper cable, Video detection Systems	OSHA 10/30 Certified, Lead and Asbestos Certified, Trench Excavation Safety Trained

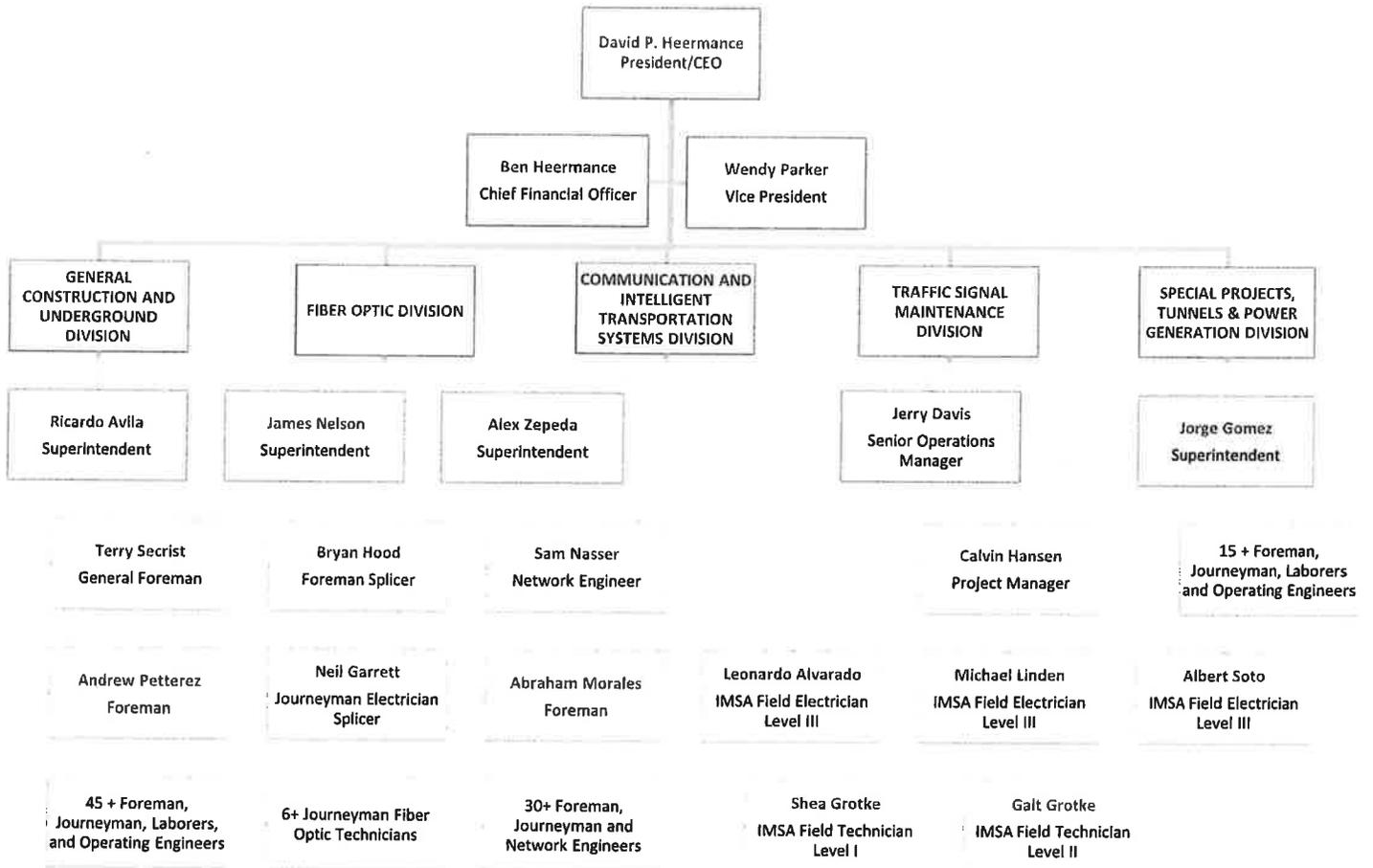
	<p>James Nelson Project Role: Fiber Optic Superintendent Mr. Nelson has 14 years of experience in the installation, splicing, termination and testing of fiber optic cable He specializes in both single mode and multimode fiber, all types of termination and connectors, both with fusion and mechanical splicing. He is very knowledgeable in the field of fiber optic testing with both the Optical Time Domain Reflectometer and Light Source and Power Meter. He has competed hundreds of projects involving fiber optic and other communication equipment. Mr. Nelson is extremely competent and organized and completes his projects on time and in an orderly fashion.</p>	<p>Fiber optic installation, splicing, termination and testing.</p>	<p>Fiber Optic fusion and mechanical splicing, termination, and OTDR and Light Source Testing</p>	<p>Corning Certified; Light Brigade FO Design, Installation and Maintenance</p>
	<p>Alex Zepeda Project Role: Superintendent Communications Mr. Zepeda is a dynamic and qualified General Foreman with over 20 years of experience in communication and integration work. He specializes in CCTV camera installation and integration as well as all types of wireless communication systems. He has worked on hundreds of communication projects and excels in bringing projects in on time and with satisfied customers.</p>	<p>Communication and Integration, CCTV camera Systems, Wireless Systems</p>	<p>IMSA Level 2 Traffic Signal Technician, CCTV camera Installation</p>	<p>Bridge Wave Wireless Technology Certification, Certified Electrician and Fiber Optic Installer</p>

Resumes attached for Additional Information

Reference Information on additional Employees available upon request



B. Crosstown Corporate Structure



Equipment

A. Sample Equipment Inventory

VEHICLE DESCRIPTION	MAKE	MODEL	YEAR
Crane #2115	Kenworth/Manitex	T880	2018
Bucket Truck #260, 40'	Ford	F550 4x4	2019
Work Truck #2104	Chevy	6500	2020
Work Truck/Flatbed #2103	Chevy	6500	2021
Bucket Truck, 50', #261	Ford	F550	2019
Bucket Truck, #255	Chevy	5500	2019

The above list of equipment is a sample list of equipment owned and available for use on the project. Crosstown owns all of its own work trucks, cranes, bucket trucks, dump trucks, backhoes, bobcats, boring machines, etc. A complete equipment inventory list is available upon request. Crosstown does not have any vehicles or equipment that run on renewable natural gas.

EQUIPMENT PICTURES



CRANE #2115



BUCKET TRUCK #260



WORK TRUCK #2104



WORK TRUCK/FLAT BED #2103



BUCKET TRUCK #261



BUCKET TRUCK #255

Subcontractor

In the case Loops or Roadwork shall be required on this project, Crosstown would like to list the following subcontractors to perform this work.

Smithson Electric – Loop installation
Chris Zell
1938 E. Katella Avenue
Orange, CA 92867
chris@smithsonelectric.com

EBS General Engineering – Roadwork/ Curbs/Ramps
Cristina Whitcher
1345 Quarry Street, Suite 101
Corona, CA 92879
cwhitcher@ebsgeneral.com

Certifications and Documentation

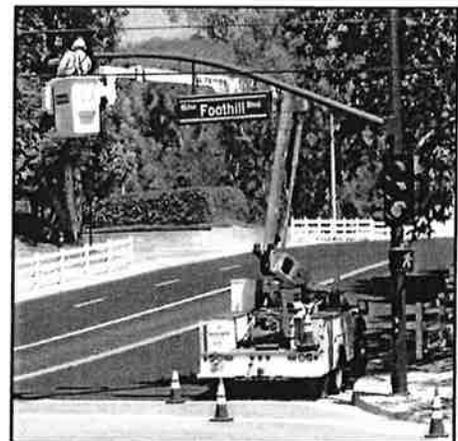
- **Copy of State of California Class A and C-10 License, License #756309**
- **Copy of DIR Registration**
- **Signed W9 Form**
- **Resumes**
- **Signed Addendums**

Insurance

Crosstown is capable of obtaining and maintaining the insurance requirements as included in Attachment E – City of Lancaster Agreement Sample.

Understanding of the Scope of Work and Work Proposal

The following sets forth Crosstown Electrical & Data's (Crosstown's) approach and understanding to accomplishing the tasks outlined in the Scope of Work (SOW). Crosstown agrees with and understands the tasks outlined as related to possible traffic signal work that may occur as part of this project and we are very comfortable being able to successfully complete such tasks as outlined in the RFP, such as installing poles, foundations, mast arms, signal cabinets, installing new wire or re-wiring at an intersection and any/all other work stated and or required of task orders from this contract. Crosstown has reviewed the specifications provided in the RFP and agrees to perform all work and repairs and furnish all material in accordance with the specifications provided.





Cost File

Item No.	COST FILE - LABOR	UM	Qty	REGULAR TIME	OVERTIME	DOUBLETIME
1	General Foreman	HR	1	\$ 132.00	\$ 181.00	\$ 232.00
2	Foreman	HR	1	\$ 127.00	\$ 174.00	\$ 220.00
3	Journeyman	HR	1	\$ 118.00	\$ 160.00	\$ 202.00
4	Journeyman Splicer	HR	1	\$ 122.00	\$ 165.00	\$ 210.00
5	85% Apprentice	HR	1	\$ 106.00	\$ 142.00	\$ 176.00

- Regular Time: Monday – Friday, 7am – 3:30 pm
- Overtime: Work over 8 hours per day, Saturday Work, Call out after 3:30 PM
- Double-time: Work over 12 hours per day, Sunday Work

****NOTE: A VEHICLE IS TO BE ADDED TO EACH LABOR HOUR. EXAMPLE:
 JOURNEYMAN ELECTRICIAN REGULAR TIME PLUS WORK TRUCK = \$118.00 + 36.92
 = \$154.92 PER HOUR**

Item No.	COST FILE - EQUIPMENT	UM	Qty	Unit Price
1	Work Truck, 12-20	HR	1	\$ 36.92
2	2 Axle Dump Truck	HR	1	\$ 50.64
3	3 Axle Dump Truck	HR	1	\$ 66.97
4	Compressor	HR	1	\$ 22.39
5	Splice Van	HR	1	\$ 45.84
6	Bobcat	HR	1	\$ 27.42
7	Crane	HR	1	\$ 113.37
8	Ditch Witch Directional Bore Machine	HR	1	\$ 153.99
9	Directional Bore Support Truck	HR	1	\$ 75.51
10	Debris Vacuum with pressure washer/trailer	HR	1	\$ 38.03
11	Bucket Truck	HR	1	\$ 75.44
12	Arrowboard	HR	1	\$ 3.18

- Equipment Rates are per Caltrans Rental Rates, Any additional Equipment not listed, but required for use, to be charged per the standard Caltrans Rental Equipment Rates

Material Markup: 15%

Signature Sheet

- See attached

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in RFP No. 755-22.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Lancaster, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

The Contractor hereby certifies that it has:

- Read each and every clause of this RFP and addenda, including Addendum # 1, 2, 3.
- Included all costs necessary to complete the specified work in its proposed prices.
- Agreed that if it is awarded the Contract, it will make no claim against the City based upon misunderstanding of any provision of the Agreement. Should conditions turn out otherwise than anticipated by it, the Contractor agrees to assume all risks incident thereto.

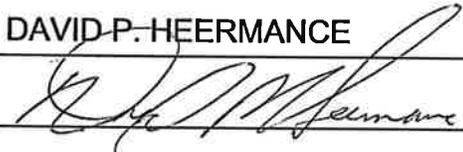
I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Firm: CROSSTOWN ELECTRICAL & DATA, INC.

Address: 5454 DIAZ ST., IRWINDALE, CA 91706

Fed ID No: 22-3611877 DIR # (if applicable): 1000000155

Name (print): DAVID P. HEERMANCE

Name (sign): 

Title: PRESIDENT

Telephone: 626-813-6693 Fax: 626-869-0192

Email: DAVE@CROSSTOWNDATA.COM Date: 2/2/2022

To receive consideration for award, this signature sheet must be returned with the Proposal.



FINANCE

RFP 755-22

ON-CALL ELECTRICAL CONTRACTOR – TRANSPORTATION SERVICES

Addendum #1

Date: January 11, 2022

The Pre-Proposal Video Conference will be held via Zoom on Tuesday, January 18, 2022 from 1:00 to 2:00 PM Pacific Time. Please see meeting invite information below:

Topic: Pre-Proposal Conference for RFP #755-22 On Call Electrical Contractor - Transportation Services

Time: Jan 18, 2022 01:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/82732999978?pwd=UkdYVfhpUGthZ0NUSmNpVmdDd1oxZz09>

Meeting ID: 827 3299 9978

Passcode: 696296

One tap mobile

+17207072699,,82732999978#,,,,*696296# US (Denver)

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Dial by your location

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+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

877 853 5257 US Toll-free

888 475 4499 US Toll-free

833 548 0276 US Toll-free

833 548 0282 US Toll-free

Meeting ID: 827 3299 9978

Passcode: 696296

Find your local number: <https://us06web.zoom.us/j/kbMi25F60D>

**DAVID P. HEERMANCE, PRESIDENT
CROSSTOWN ELECTRICAL & DATA, INC.**



FINANCE

**RFP 755-22
ON-CALL ELECTRICAL CONTRACTOR – TRANSPORTATION SERVICES**

Addendum #2

Date: January 20, 2022

Below are questions that were emailed by 12:00 PM on 1/20/22.

1. Would the City allow a subcontractor to meet the requirement of a Class A license?

Answer – The primary bidder must have a Class A license.

2. Will there be any emergency situations included and what are the response times for calls?

Answer – This contract will occasionally be used for after-hours emergency work. We request a two to four-hour response time. Please include after-hours emergency pricing in your cost file.

3. I would like to see if there are plans available for this project. Could you please let me know if there is somewhere to get them?

Answer – There are no specific plans for the project as this is an on-call contract.



DAVID P. HEERMANCE, PRESIDENT
CROSSTOWN ELECTRICAL & DATA, INC.



FINANCE

RFP 755-22
ON-CALL ELECTRICAL CONTRACTOR – TRANSPORTATION SERVICES

Addendum #3

Date: January 24, 2022

Below are answers to additional questions received.

1. For the License does it have to be Class A and a C-10 holder or could it be either Class A or a C-10 holder that can be a primary bidder? Please advise.

Answer – The primary bidder must have a class A, a sub-contractor may then hold the C-10 license.

2. Was the Pre-Proposal Video Conference on January 18 mandatory?

Answer – No.



DAVID P. HEERMANCE, PRESIDENT
CROSSTOWN ELECTRICAL & DATA, INC.



Any change of business address/name must be reported to the Registrar within 90 days.
 This license is not transferrable, and shall be returned to the Registrar
 upon demand when suspended, revoked, or invalidated for any reason.
 This pocket card is valid through the expiration date only.

If found, drop in any mailbox.
 Postage guaranteed by:
 Contractors State License Board
 P.O. Box 28500, Sacramento CA 95825

1 License Scribble



CONTRACTORS
 STATE LICENSE BOARD
 ACTIVE LICENSE



756309

INC
 CROSSTOWN ELECTRICAL & DATA
 INC. CORP

Classification: C10 A



Expiration Date: 11/30/2022

www.csib.ca.gov



Department of Industrial Relations

Contractor Information

Legal Entity Name
 CROSTOWN ELECTRICAL & DATA, INC.

Legal Entity Type
 Corporation

Status
 Active

Registration Number
 1000000155

Registration effective date
 07/01/19

Registration expiration date
 06/30/22

Mailing Address
 5454 DIAZ ST. IRWINDALE 91706 CA United States ...

Physical Address
 5454 DIAZ ST. IRWINDALE 91706 CA United States ...

Email Address
 aheerance@crosstowndata.com

Trade Name/DBA
 CROSTOWN ELECTRICAL & DATA, INC.

License Number (s)
 CSLB:756309

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

Registration History

Effective Date	Expiration Date
06/15/18	06/30/19
06/08/17	06/30/18
06/08/16	06/30/17
06/16/15	06/30/16
07/03/14	06/30/15
07/01/19	06/30/22

Legal Entity Information

Corporation Entity Number: C2122963

Federal Employment Identification Number: 223611877

President Name: DAVID HEERMANCE

Vice President Name: WENDY PARKER

Treasurer Name:
Secretary Name:
CEO Name:

DAVID HEERMANCE
ANDREA HEERMANCE
DAVID HEERMANCE

Agency for Service:

Agent of Service Name:

Agent of Service Mailing Address:

DAVID HEERMANCE
5454 DIAZ ST. IRWINDALE 91706 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current worker's compensation insurance information below:

PEO Information Name PEO Phone Email

Insured by Carrier
Policy Holder Name:
Insurance Carrier:
Policy Number:
Inception date:
Expiration Date:

CROSSTOWN ELECTRICAL & DATA, INC.
INSURANCE COMPANY OF THE WEST
WVE 5030354-04
06/03/19
06/03/20

About DIR

Who we are
(<https://www.dir.ca.gov/abo>)

Work with Us

Jobs at DIR
(<https://www.dir.ca.gov/dirj>)

Learn More

Accesso al idioma
(<https://www.dir.ca.gov/dirj>)

DIR Divisions, Boards
& Commissions
(<https://www.dir.ca.gov/divisions>)

Licensing,
registrations,

Services-
Act/default.html)

Frequently Asked
Questions
(<https://www.dir.ca.gov/per>)

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Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Crosstown Electrical & Data, Inc.

2 Business name/disregarded entity name, if different from above
Crosstown Electrical & Data, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5454 Diaz Street

6 City, state, and ZIP code
Irwindale, CA 91706

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

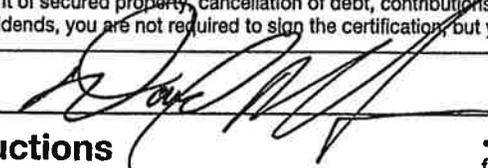
Social security number								
			-			-		
or								
Employer identification number								
2	2	-	3	6	1	1	8	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 2/3/2022
------------------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



RICARDO AVILA
SUPERINTENDENT

5454 Diaz St., Irwindale, CA 91706

626-813-6693 • 626-869-0192 Fax • Ricardo.Avila@crosstowndata.com

EDUCATION

Electrical Training Institute, State Certified Electrician, 2013

Los Angeles Trade Technical College, Electrical Construction and Maintenance Certificate

CERTIFICATIONS

- OSHA 10/30 Certified
- Lead and Asbestos Certified
- Trench Excavation Safety Trained

WORK HISTORY

Crosstown Electrical & Data, Inc. – Superintendent

2009 – Current

- Supervise multiple crews for construction and electrical installations from start to finish.
- Procure material for projects as required.
- Communicate with Owners and General Contractors to meet project goals and deadlines.
- Manage project budgets and perform tracking of all Time & Material work.
- Utilize an in-depth knowledge of various construction plans, products and supplies to maximize project effectiveness and profitability.
- Strive for all projects to come in on time and within budget at completion.
- Coordinate construction schedules with general contractors.
- Utilize expertise in the installation of conduit, pull boxes, fiber optic cable, copper cable, wire, traffic signals, cabinets and various other skills to perform field work and to train others.

RECENT REFERENCE PROJECTS:

- OCTA Adams Ave RTSSP Project (Huntington Beach)
- OCTA Newport Ave/Blvd Corridor TSSP (City of Tustin & County of Orange)
- OCTA Bristol Street RTSSP (Newport, Costa Mesa & Santa Ana)
- OCTA Chapman Corridor TSSP (Garden Grove, City of Orange, & County of Orange)
- Caltrans Contract 07A3661-C – Electrical System Restoration to As-Build Condition in Ventura County.
- Caltrans Contract 07A3662-B – Electrical System Restoration to As-Build Condition in Los Angeles County.
- Caltrans 07-293804 – Modify Communication System at Route 110/405 separation to Imperial
- Caltrans 07-308604 – Upgrade ramp metering systems



ALEX ZEPEDA

GENERAL FOREMAN

5454 Diaz St., Irwindale, CA 91706

626-813-6693 • 626-869-0192 Fax • Alex@crosstowndata.com

EDUCATION

ITT Technical Institute, Science of Electronic Engineering, Associates Degree, 2002

Electrical Training Institute, IBEW/NECA, Apprenticeship Training

CERTIFICATIONS

- Bridge Wave Wireless Technology Certification
- Certified Electrician and Fiber Optic Installer
- Comnet Ethernet and Communication Certification, 2017
- OSHA 10/30 Certification

WORK HISTORY

Crosstown Electrical & Data – General Foreman

4/2005 – Current

- Supervise multiple crews for fiber optic, CCTV and communication installation projects
- Coordinate construction schedules with general contractors and owners
- Procure material for projects as required.
- Manage project budgets, track Time and Material Work and ensure projects come in on time and within budgets.
- Perform Integration and installation of switches, encoders, Video Detection Systems
- Traffic CCTV installation, testing and troubleshooting
- Building Traffic Operation Centers, installation of video monitors, and various communication equipment and cabling.
- Utilize expertise in communication and intelligent transportation systems to train others.

CSC – Traffic Signal Technician

5/2001 – 4/2005

- Maintain and troubleshoot traffic signal and communication systems

PROFESSIONAL EXPERIENCE

Mr. Zepeda has over twelve years of experience in communication and integration work. He specializes in CCTV camera installation and integration and is an IMSA Level 2 traffic signal technician. He has experience in all types of wireless communication systems and integration and has an excellent understanding of communications media such as copper and fiber technologies. Mr. Zepeda has worked on and managed hundreds of communication projects and excels at bringing projects in on time and with satisfied customers.

REFERENCE PROJECTS

- City of Glendale, Traffic Signal and ITS Improvement Project – Install CCTV cameras, Ethernet switches and TMC equipment
- City of Los Angeles Harbor Gateway ATSAC – Furnish/Install CCTV communications Equipment
- City of Anaheim, Katella Ave, State College Blvd and Orangewood ITS Master Plan – Furnish and install CCTV, Video Detection, and perform implementation of ITS field elements.
- RCTC Tolled Express Lanes SR-91 project, Install Gantry equipment to include cameras, antennas, laser and audit cameras.
- SR-91 Corridor Improvement Project – Systems Integration and Implementation with Cofiroute, Oversaw the installation of all communication equipment to include Cisco network switches, CCTV and all system integration and testing.



JAMES P. NELSON

FIBER OPTIC FOREMAN

5454 Diaz St., Irwindale, CA 91706
626-813-6693 • 626-869-0192 Fax

EDUCATION

Monrovia High School, Monrovia, CA, High School Diploma, 1992

CERTIFICATIONS

- Certified Fiber Optics Installer (FOI124993)
- Certified Fiber Optics Technician Outside Plant (FOSP126651)
- OSHA 30 Certified
- OSHA 10 Certified

WORK HISTORY

Crosstown Electrical & Data – Fiber Splicer

2011-Current

- Responsible for the installation, termination and splicing of fiber optic cables.
- Responsible for the testing of fiber optic cable using OTDR and Power Meters/Light Source
- Responsible for analyzing the OTDR and power meter results.

Lincoln Pacific Builders – Fiber Splicer and Electronics Integration

2009-2011

- Responsible for the installation, termination and splicing of fiber optic cables.
- Responsible for the testing of fiber optic cable using OTDR and Power Meters/Light Source
- Responsible for the installation and integration of all video and data equipment modems, transceivers, CCTV and VDS cameras

Corban Electric & Data, Inc. – Field Supervisor

2008-2009

- Managed all personnel in the field responsible for fusion splicing
- Responsible for take-offs and ordering of job materials
- Verified and approved all employee time cards

Dynalectric – Fiber Splicer and Electronics Integration

2005-2008

- Responsible for the installation, termination and splicing of fiber optic cables.
- Responsible for the termination and testing of fiber optic cables using OTDR and power meter.
- Responsible for the installation and integration of all video and data equipment modems, Transceivers, CCTV and VDS cameras

REFERENCE PROJECTS:

- City of Glendale, Traffic Signal and ITS Improvement Project – Furnish/install f, fiber distribution units and splice closures and perform splicing, termination and testing of fiber optic cable.
- City of Oxnard, Intelligent Transportation System Project – Perform splicing, termination and testing of 144 SM, 96 SM, 48 SM, 24 SM and 6 SM fiber installed on the project.
- City of Fullerton, Brea Blvd., Commonwealth Ave, Lemon St., Anaheim Blvd – Perform splicing, termination and testing of fiber cable.



FINANCE

CITY OF LANCASTER, CA

RFP NO. 755-22

ON-CALL ELECTRICAL CONTRACTOR – TRANSPORTATION SERVICES

SUBMISSION DEADLINE

February 3, 2022

BY 2:00 P.M.

(13:59:59– ACCORDING TO THE CITY’S OFFICIAL PROPOSAL CLOCK)

SUBMIT TO:

OFFICE OF THE CITY CLERK

LANCASTER CITY HALL

“ON-CALL ELECTRICAL CONTRACTOR – TRANSPORTATION SERVICES”

44933 FERN AVENUE

LANCASTER, CA 93534

For questions concerning this RFP contact by e-mail only:

Purchasing Department

purchasing@cityoflanasterca.org

**REQUEST FOR PROPOSALS (RFP) FOR
ON-CALL ELECTRICAL CONTRACTOR – TRANSPORTATION SERVICES**

INTRODUCTION

The City of Lancaster (City) is a charter city incorporated in 1977. The City is governed by a five-member City Council whose members are elected at large, and operates under a Council/City Manager form of government. The City serves as the northern boundary of Los Angeles County, with Kern County to the north.

The City desires to enter into an agreement with one or more qualified electrical contractors to perform various jobs related to installing streetlight poles and traffic signals.

This RFP contains the information and documents necessary to prepare and submit a responsive proposal. Contractors are responsible for complying with all requirements identified herein. By submitting a finished proposal packet, the Contractor represents that it has thoroughly examined and become familiar with the work required within this proposal and that it is capable of supplying a product to achieve the City's objectives. Requests for modifications to the submitted proposal packet on the grounds that the Contractor was not fully informed as to any fact or condition will not be allowed. The City reserves the right to accept or reject any Proposal, or portions thereof, or to waive any informalities or irregularities within the proposals.

SCOPE OF SERVICES

See Exhibit A - Scope of Services.

INSTRUCTIONS TO CONTRACTORS

QUESTIONS REGARDING THIS RFP

Any questions or requests for interpretation or clarification, either administrative or technical, about this RFP must be submitted via email to Purchasing@cityoflancasterca.org prior to 10:00 A.M. on Friday, January 21, 2022. The subject line should be "Question – RFP 755-22."

Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and invalid. The City will not be responsible for any other explanation or interpretation of the RFP, or for any oral instructions. Any contact with City personnel other than identified above regarding this RFP may disqualify a Contractor.

CLARIFICATION STATEMENTS

For clarification purposes, the words "Contractor"; "Consultant"; "Contractor"; "Supplier"; "Company"; "Contractor" and "Bidder" shall be read to be one and the same. The words "Contract" and "Agreement" shall be read to be one and the same. The words "Bid"; "Quote"; and "Proposal" shall be read to be one and the same. "City of Lancaster" and "City" shall be read to be one and the same. "Request for Proposal" and "RFP" shall be read to be one and the same.

NO CONTACT POLICY

After the date and time established for receipt of proposals by the City, any contact initiated by any Contractor with any City representative, other than the representative listed herein, concerning this Request for Proposals is prohibited. Any such unauthorized contact may cause the disqualification of the Contractor from this procurement transaction.

PROPRIETARY MATERIAL

Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code §6250 et. seq.), and information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

COMPLETION OF PROPOSAL

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's selection committee, such information was intended to mislead the City in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. Statements made by a Contractor shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

The Contractor, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Contractor and shall not be chargeable to the City.

Only one Proposal is to be submitted by each Contractor. Multiple Proposals will result in rejection of all Proposals submitted by the Contractor.

PROPOSAL FORMAT AND CONTENT

Proposals shall adhere to the following format for organization and content. Responses should emphasize the Contractor's demonstrated ability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals must not exceed 30 single-sided pages or 15 double-sided pages and must be typed and arranged/divided in the following sequence to facilitate evaluation:

1. Introduction

The Contractor shall provide a general introduction and work history of the company. The format of the introduction is at the discretion of the Contractor.

2. References

The Contractor shall summarize any relevant experience on similar projects and provide five references with current contact information, name, company, phone number, email address, and description of work performed, for which the Contractor has done similar work.

3. Personnel and Equipment

- Personnel – The Contractor shall provide a list of employees with their qualifications (education and experience).
- Equipment – The Contractor shall provide a list of equipment relevant to the services to be provided.
- SB1383 Fuel Goals - If the Contractor has any vehicles or equipment that run on renewable natural gas (RNG), derived explicitly from landfill diverted organic waste via in-vessel digestion, the Contractor will use that to provide services to the City; please provide documentation.
- Sub-Consultants – (if any) List all sub-consultants proposed for the work and include their qualifications and responsibilities.

4. Certifications and Documents

- Copy of State of California Class “A” contractor’s license
- Copy of State of California “C-10” contractor’s license
- Copy of State of California Department of Industrial Relations registration
- Current W9
- Any other certification you want to include.

5. Statement Regarding Insurance

The Contractor shall include a statement acknowledging that Contractor is capable of obtaining and maintaining the insurance requirements as included in the Attachment E – City of Lancaster Agreement Sample. If Contractor is unable to provide evidence of the required insurance, the City may find the Contractor non-responsive.

6. Cost File

The Contractor shall provide a list of all applicable staff hourly rates, vehicle/equipment rates, the percentage of material markup, and any offered discounts.

7. Signature Sheet

Complete the included Signature Sheet and include it with the Proposal submission.

ERRORS AND OMISSIONS

If, prior to the date fixed for submission of Proposals, a Contractor discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP or any of its appendices or exhibits, Contractor shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

Interested Contractors may submit request for clarifications in email or writing. The City will compile all requests and provide responses in written format to all Contractors who have furnished or requested an RFP.

If Contractor fails to notify the City, prior to the date fixed for the submission of Proposals, of an error in the RFP known to the Contractor, or an error that reasonably should have been known to the Contractor, Contractor shall submit its Proposal at his/her own risk, and if Contractor is awarded a Contract, Contractor shall not be entitled to additional compensation or time by reason of the error or its later correction.

ADDENDA TO PROPOSAL

The City may modify the RFP, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Proposals by issuance of an Addendum to potential Contractors. Such Addendum shall also be posted on the City's website. Contractor shall acknowledge receipt of all Addenda in their Proposal. Any Addenda issued during the time for submission of proposals will be made part of the Agreement. Contractor shall be responsible for ensuring all addenda are included in its response.

EXECUTION OF PROPOSAL

The full name, business address, zip code, and business telephone number (with area code) of individual, partnership, joint venture, or corporation submitting a Proposal shall be typewritten on the Proposal. The Contractor shall ensure that the Proposal is signed by an authorized signatory. No stamped or facsimile signatures will be accepted.

WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn after its submission by written or facsimile request signed by the Contractor or authorized representative prior to the time and date specified for Proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the Proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

PROPOSALS BECOME THE PROPERTY OF THE CITY

Proposals become the property of the City and information contained therein shall become public documents subject to disclosure laws after the contract is awarded. (Government Code Section 6250 et seq.). The City reserves the right to make use of any information or idea contained in the Proposal.

Contractor must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City will have the sole discretion to disclose or not disclose such material subject to state law.

All materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.

EVALUATION OF PROPOSALS

A committee of at least three staff shall evaluate all Proposals. As the City considers proposals equal in their technical merit, the evaluated cost or price becomes more important.

Proposals will be evaluated and scored on the following criteria:

- Contractors work history and overall ability to perform the work (20%)
- References (15%)
- Personnel and Equipment – Quality of staff and quantity of equipment (20%)
- SB1383 Fuel Goals (5%)

- Required Certifications (Pass/No-Pass)
- Required Insurance (Pass/No-Pass)
- Cost of Services Provided (40 %)

The evaluation committee may wish to interview bidders with scores above a natural break during the selection process. Should an interview process take place, the interview results will carry greater weight in the selection process. However, the City reserves the right to select solely based on the proposals without further contact.

The most highly qualified Contractor shall then enter into exclusive negotiations with the City to formalize the Agreement and Compensation. These negotiations will address a fair and reasonable price for services and other terms of the Agreement. If the City is unable to obtain a fair and reasonable price, or cannot reach an agreement regarding the terms and compensation, then the City will end negotiations with that Contractor and begin negotiations with the next Contractor which best meets the needs of the City, and so on until the City can reach an agreement with a qualified Contractor.

REJECTION OF PROPOSALS

The City may reject any and all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Contractor from full compliance with this RFP and/or Contract documents if awarded the Contract. Proposals that include terms and conditions other than the City's terms and conditions may be rejected as non-responsive. The City may make investigations as deemed necessary to determine the ability of the Contractor to perform, and the Contractor shall furnish to the City all such information and data for that purpose as requested by the City. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the City that the Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work described therein.

AWARD OF CONTRACT

The City reserves the right to modify the Award of Contract or rejection date as best meets the needs of the City. The City reserves the right to reject any or all Proposals in response to this RFP in the best interest of the City. The City further reserves the right to waive any informalities or irregularities in the Proposals. The City shall not be liable for any cost incurred in connection with the preparation and submittal of any Proposal.

Award, if any, will be to the Contractor whose Proposal best complies with the requirements of this RFP. The City reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one contractor.

The City reserves the right to award the Contract as complete, or any part thereof, including any and all schedules, locations, additive alternatives, or extra work.

CANCELLATION

The City reserves the right to cancel this RFP at any time should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any Proposal.

SCHEDULE OF EVENTS

The City reserves the right to modify the content or schedule of these events at any time, for any reason.

Event	Date
RFP Distribution	January 4, 2022
Pre-Proposal Video Conference	January 18, 2022
Last Day to Submit Questions	10:00 A.M., January 21, 2022
Question Response Addendum Issued	January 24, 2022
Proposal Due Date	2:00 P.M., February 3, 2022
Proposal Evaluation by Committee	Week of February 7, 2022
Tentative Selection/Award	February 15, 2022
Tentative Council Award	March 8, 2022

DUE DATES

All Proposals (an original and three copies) are due by 2:00 (13:59:59) P.M. on Thursday, February 3, 2022. Any Proposal received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. **Proposals and packages must be clearly marked on the outside with the name of the Contractor and RFP title.** It is the responsibility of the Contractor to ensure that the Proposal is delivered to the place and by the time specified in this RFP. Email and facsimile responses will not be considered. Any late Proposals shall be returned unopened, to the Contractor.

CONTRACT TERM

The term of the Agreement shall be one year. The Agreement may extend for four additional 1-year terms upon mutual agreement in writing by both parties.

Pricing shall remain firm for the initial contract term. Should the option to renew for additional terms be exercised, the City and the Contractor may negotiate any and all pricing increases and term length. Any decrease in costs to Contractor shall be passed through to the City.

CONTRACT DOCUMENTS - PRECEDENCE

In submitting a Proposal, the Contractor agrees to enter into an Agreement with the City. In the event of a conflict existing between documents, the following order of precedence shall apply:

- Agreement
- City's Request for Proposals and Addenda, if any
- Contractor's Response to the Request for Proposals

EXECUTION OF AGREEMENT

After notification of intent to award Contract, the following Contract documents shall be signed within ten (10) business days from the date the City mails, or by other means, delivers said documents to the Contractor.

- A. The Agreement in the form agreeable to both parties, properly executed by the Contractor.
- B. Properly executed policies or Certificates of Insurance, including an Additional Insured Endorsement for each policy in accordance with the Insurance Requirements, Exhibit E.

No Agreement shall be binding upon the City until all documents are fully executed by the Contractor and the City.

FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement and furnish the required insurance, within the required time period shall be just cause for the recession of the award. If the successful Contractor refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Contractor.

ADMINISTRATIVE CONTACTS

Any questions regarding contractual terms and conditions, proposal format, Exhibit A - Scope of Services, or Insurance Requirements shall be directed to:

Purchasing@cityoflancafterca.org

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in RFP No. 755-22.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Lancaster, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

The Contractor hereby certifies that it has:

- Read each and every clause of this RFP and addenda, including Addendum # _____.
- Included all costs necessary to complete the specified work in its proposed prices.
- Agreed that if it is awarded the Contract, it will make no claim against the City based upon misunderstanding of any provision of the Agreement. Should conditions turn out otherwise than anticipated by it, the Contractor agrees to assume all risks incident thereto.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Firm: _____

Address: _____

Fed ID No: _____ DIR # (if applicable): _____

Name (print): _____

Name (sign): _____

Title: _____

Telephone: _____ Fax: _____

Email: _____ Date: _____

To receive consideration for award, this signature sheet must be returned with the Proposal.

EXHIBIT A

SCOPE OF SERVICES

1. **BACKGROUND**

- A. The City of Lancaster (City) desires to enter into an agreement with one or more qualified electrical contractors to perform various jobs related to installing streetlight poles and traffic signals.
- B. All maintenance work shall be subject to prevailing wages per the State of California Department of Industrial Relations.
- C. The Contractor shall execute work promptly and following a schedule approved by the City. Failure to respond by completing scheduled work promptly may result in termination of the Agreement.
- D. The selected contractors will enter into a “Not to Exceed” contract for an undetermined amount. The contract amount will depend on the number of selected contractors and yearly service estimates.
- E. All work will be billed at time and materials rates as outlined in the Contractor submitted cost file.

2. **CONTRACTOR RESPONSIBILITIES**

A. CONTRACTOR QUALIFICATIONS –

- 2.A.1. Must hold a State of California Class “A” contractor’s license — General Engineering Contractor. The principal business is in connection with fixed works requiring specialized engineering knowledge and skill.
- 2.A.2. Must hold a State of California C-10 - Electrical Contractor license. An electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose.
- 2.A.3. Companies must be registered as a public works contractor with the Department of Industrial Relations. The following public works contractor responsibilities must be followed:
 - 2.A.3.1. Register as a public works contractor
 - 2.A.3.2. Pay prevailing wages
 - 2.A.3.3. Follow apprenticeship requirements
 - 2.A.3.4. Maintain and submit certified payroll records

- B. TRAFFIC SIGNALS – The jobs related to traffic signal repairs and installation shall include but are not limited to:

- 2.B.1. Install pole and relocate equipment per manufacturer year Cal Trans Standards* and City of Lancaster Specifications; including but not limited to 61-5-100 to Type 15TS.
 - 2.B.2. Install foundations for poles per manufacturer year Cal Trans Standards* and City of Lancaster Specifications; including but not limited to 61-5-100 to Ped pole, signal cabinet, and power pedestal.
 - 2.B.3. Install mast arms and relocate equipment poles per manufacturer year Cal Trans Standards* and City of Lancaster Specifications; including but not limited to 65' to 15.'
 - 2.B.4. Install Signal Cabinet and power pedestal per Cal Trans Standards* and City of Lancaster Specifications.
 - 2.B.5. Install new wire at intersection per City of Lancaster Specifications.
 - 2.B.6. Install video detection systems per manufacturers' specifications and City of Lancaster Specifications.
 - 2.B.7. Install luminaire arms per Cal Trans Standards* and City of Lancaster Specifications.
 - 2.B.8. Repair or install conduit per City of Lancaster Specifications.
 - 2.B.9. Bore new conduit runs per City of Lancaster Specifications.
 - 2.B.10. Install luminaires and signal equipment per Cal Trans Standards*, City of Lancaster Specifications, and manufacturers specifications.
 - 2.B.11. Repair terminal block covers on mast arms poles.
 - 2.B.12. Sidewalk and curb ramps removed or damaged due to work being performed shall be replaced from score line to score line per Section 203 / 303-5.5.3 of the Standard Specifications and per the applicable APWA Standard Plan as shown on the Improvement Plans and City of Lancaster specifications. PCC sidewalk and curb ramps shall be 4" thick. The concrete shall be 520-C-2500 and contain 4% air containment. AC curb ramps and landing shall also be constructed per the "Asphalt Concrete" section of these specifications. The Contractor shall construct a 4" minimum aggregate base underneath the proposed AC pathway. The aggregate base shall be compacted to 95% relative compaction.
 - 2.B.13. Standards and luminaire arms shall conform to the Details and Specifications for Ameron Traffic Signal poles per City of Lancaster Specifications.
- C. STREETLIGHTS - The jobs related to Street Light repairs and installation shall include but are not limited to:
- 2.C.1. Lancaster Blvd Decorative Pole Repair and replacement- This requires the Contractor to disconnect all damaged overhead wiring, guide cabling, and the remainder of the damaged pole and or fixture. Contractor must then replace it with a new city-supplied decorative pole and fixture, reconnect new wiring, and guide cabling to the new pole and fixture to make it fully operational.
 - 2.C.2. Leaning Pole Repair- The Contractor must secure the leaning pole, break out the 30x 30 concrete cap at the base of the pole, recompact the voided area, backfill with concrete, and then replace the concrete 30x30 cap.
 - 2.C.3. Steel Pole Change Out- This requires the Contractor to remove any existing overhead or underground wiring, removal of the metal pole and foundation, replacement of the foundation per the Details and

Specifications for Ameron 1C1 octagonal poles, install the City supplied 1C1 pole, reconnect all wiring, and make the luminaire fully operational.

2.C.4. Street Lighting Pole Foundation Replacement- Concrete electrolier foundations shall be per City of Lancaster standard detail PW-19.

D. *CAL TRANS STANDARDS – The applicable standard is based on the year the pole was installed. Please refer to Caltrans for the standards specific to the installation year.

3. **EXHIBITS**

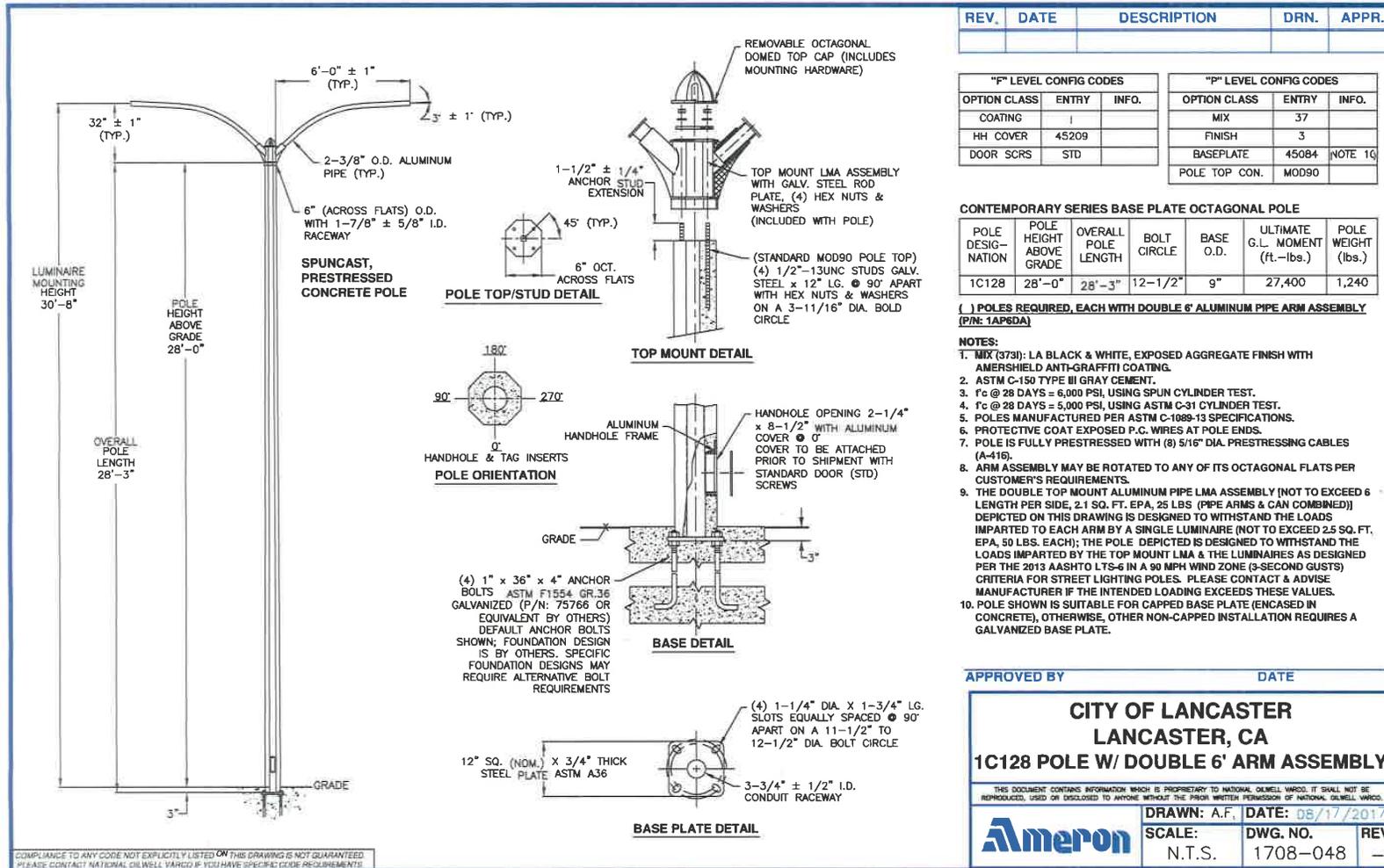
B. DETAILS AND SPECIFICATIONS FOR AMERON 1C1 OCTAGONAL POLES

C. CITY OF LANCASTER SPECIFICATIONS: TRENCH AND PAVEMENT RESTORATION POLICY

D. CITY OF LANCASTER TRAFFIC SIGNAL SPECIAL PROVISIONS

E. CITY OF LANCASTER AGREEMENT SAMPLE

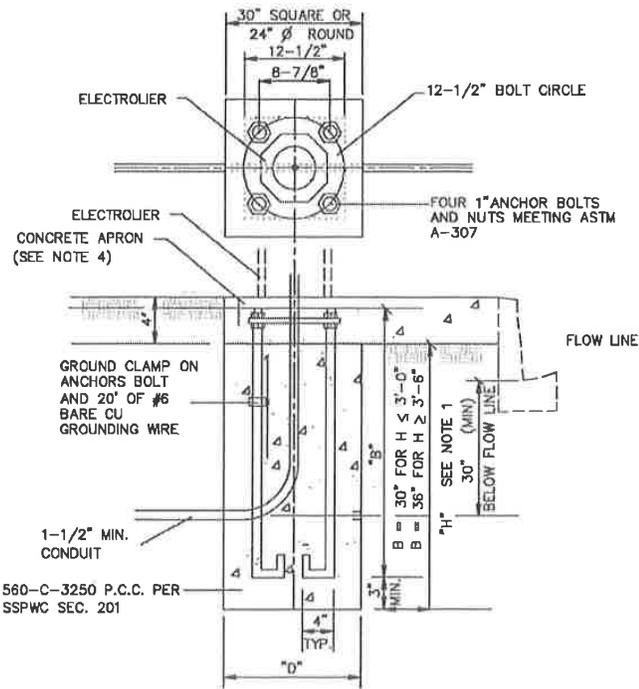
EXHIBIT B - DETAILS AND SPECIFICATIONS FOR AMERON 1C1 OCTAGONAL POLES



STANDARD FOUNDATION DIMENSIONS FOR 90 MPH WIND ZONE AND ELECTRIER HEIGHT UP TO 30'

SURFACE CONDITION	23' SHAFT		28' SHAFT	
	H	D	H	D
CONSTRAINED	4'-6"	20" DIA	5'-0"	20" DIA
	3'-6"	30" x 30"	4'-0"	30" x 30"
UNCONSTRAINED	6'-0"	20" DIA	6'-6"	20" DIA
	4'-6"	30" x 30"	5'-0"	30" x 30"

H = DEPTH OF FOOTING
 D = DIAMETER OF FOOTING OR THE SIDE DIMENSIONS OF SQUARE FOOTING



NOTES:

1. THE FOOTING DEPTH WILL VARY DEPENDING ON THE SHAFT LENGTH AND WIND LOAD REQUIREMENTS. SEE TABLE ABOVE
2. FOUNDATION SHALL BE INSTALLED AFTER CONDUIT (FOR UNDERGROUND SERVICE), CURBS, AND SIDEWALKS ARE IN PLACE AND GRADES ARE ESTABLISHED.
3. 1-1/2" MIN. CONDUIT FOR UG CONCRETE ELECTROLIER (TAPE BOTH ENDS TO PREVENT DEBRIS FROM ENTERING SLEEVE)
4. PLACE A MINIMUM CONCRETE APRON OF 30"x30"x4" THICK AROUND THE POLE AT THE GROUND LEVEL TO PROVIDE A CONSTRAINED SURFACE CONDITION WHEN REQUIRED. GROUT TO BE PLACED AFTER POLE IS SET AND PLUMMED
5. LOCATIONS OF STREET LIGHTS SHALL BE PER CITY OF LANCASTER STREET LIGHT GENERAL NOTES AND SPECIFICATIONS

CITY OF LANCASTER

DEVELOPMENT SERVICES
 DEPARTMENT
 STANDARD PLAN

SUBMITTED:

10/20/2020

CITY ENGINEER

DATE

APPROVED:

DIRECTOR OF DEVELOPMENT SERVICES

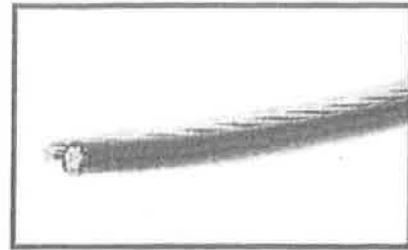
10/21/20

DATE

FOUNDATION DETAIL FOR
 CONCRETE ELECTROLIERS

PW-19

REV. 09-30-2020



Aluminum Duplex Overhead

Code Word	Phase Conductors			Bare Neutral Messenger			Weight (lbs.) per 1000 ft.		Rating (Amps)	
	Size AWG	Strand	Insulation Thickness (mils)	Size AWG	Strand (lbs.)	Breaking Strength	XLP	Poly	XLP	Poly
Setter	6	Solid	45	6	6/1	1,190	73.2	73.2	85	70
Shepherd	6	7/w	45	6	6/1	1,190	78.3	74.6	85	70
Eskimo	4	Solid	45	4	6/1	1,860	113.7	111.6	110	90
Terrier	4	7/w	45	4	6/1	1,860	118.7	113.6	110	90
Chow	2	7/w	45	2	6/1	2,850	181.7	174.7	150	115
Bull	1/0	19/w	60	1/0	6/1	4,380	288.7	280.3	200	155

All values are nominal and subject to correction

Ampacity 90 °C conductor temperatures, 20 °C ambient temperature RHO 90 100% load factor for three conductor triplex with neutral carrying only unbalanced load. All yellow extruded stripe cable is XLP insulation. UL Standard 854 available upon request. Ampacity ratings are not applicable for NEC applications.

Application: Aluminum Duplex Overhead cable is designed for use to supply 120 volt aerial service for temporary service at construction sites, outdoor or street lighting. This cable is suitable for service at 600 volts or lowers at a conductor temperature of 75 °C maximum.

Conductors: A concentric strand or compressed 1350-H19 series aluminum series aluminum conductor.

Messenger: A bare ACSR messenger. Optional constructions include a messenger of AAC or 6201 alloy.

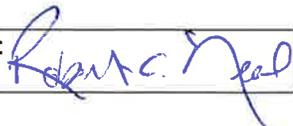
Insulation: A black cross linked polyethylene (XLP) insulation. Polyethylene (PE) insulation is available upon request.

Standards:
 ASTM B-230
 ASTM B-231
 ASTM B-232
 ASTM B-399
 ICEA S - 76 - 474

1-800-945-5542

© Priority Wire & Cable, Little Rock, AR PWC-2017

Department of Development Services Policy & Procedure

Subject: TRENCH AND PAVEMENT RESTORATION POLICY		Number: PW - 7
		Date: 4/24/2014
Approved: 	Department: Development Services	Page 1 of 8

1.0 PREAMBLE

The City of Lancaster (City) maintains ownership and/or jurisdictional authority over all public roadways within the City's legal boundaries. Those roadways and associated appurtenances located within the public right-of-way are tangible assets of the City, and it is the responsibility of the Development Services Department to protect and manage those assets. Construction, maintenance, preservation, and restoration of roadways and associated appurtenances must be regulated in a manner that ensures the integrity of those assets.

2.0 PURPOSE

This policy shall replace the Pavement Restoration Policy approved on July 30, 2001 and it also supersedes Section 8.3 of the City of Lancaster Engineering Design Guidelines. This policy is the basis by which all entities working within City right-of-way should plan the construction and maintenance of utility trenches and/or pavement restorative operations. Compliance with this policy is mandatory and authorization to deviate from the procedures noted herein may only be granted by the City Engineer, the Capital Program Manager, or the Director of Public Works. It is the permittee's responsibility to be aware of this policy and any changes thereto prior to being issued an encroachment permit to work within the City's right-of-way.

3.0 DIVISIONS AFFECTED

- 3.1 Community Development Division
- 3.2 Utilities/Maintenance Services Division
- 3.3 Capital Program Division

4.0 REFERENCES

- 4.1 Highway Permit Ordinance
- 4.2 Standard Specifications for Public Works Construction (Greenbook) Latest Edition
- 4.3 California Manual of Uniform Traffic Control Devices (CA MUTCD) Latest Edition
- 4.4 City of Lancaster Traffic Control Requirements for Work Zones Policy

5.0 STANDARD PLANS

The previously approved City of Lancaster, Department of Public Works Standard Plans EP-1

Department of Development Services Policy & Procedure

Subject: TRENCH AND PAVEMENT RESTORATION POLICY		Number: PW - 7
		Date:
Approved:	Department: Development Services	Page 2 of 8

(12/16/88), EP-2 (12/16/88), EP-3 (12/16/88), EP-4 (3/24/88), EP-5 (11/14/96) and EP-6 (3/24/98) are hereby rescinded and replaced with the following Standard Plans:

- 5.1 EP-1 Construction of Utility Trenches in Existing Streets and Alleys
- 5.2 EP-2 Asphalt Repair (Temporary)
- 5.3 EP-3 Permanent Repair of Existing Streets and Alleys
- 5.4 EP-4 Construction of Utility Trenches Prior to Street Construction
- 5.5 EP-5 Pavement Restoration of Rock-wheel Trenches in Existing Streets and Alleys
- 5.6 PW-9 Manhole Adjustment to Finish Pavement Grade

6.0 POLICY

6.1 Newly Renovated Streets

There shall be a 2-year Moratorium on newly renovated streets. Permission to excavate in newly renovated (capped, overlaid, or sealed) streets will not be granted for two (2) years after completion of street renovation. Utility companies shall determine alternate methods of making necessary repairs to avoid excavating in newly renovated streets. Exceptions to the above are as follows:

- a. Emergency which endangers life or property.
- b. Interruption of an essential utility service.
- c. Work that is mandated by the City, State, or Federal legislation.
- d. Service for buildings where no other reasonable means of providing service exists.
- e. Other situations deemed by the City to be in the best interest of the general public.
- f. Boring is not feasible due to technical engineering reasons.

If an exception is granted, street excavation shall be governed by the Trench and Pavement Restoration Regulations for Non-Moratorium City Streets. Special requirements for pavement restoration may be set at the option of the City.

6.2 Non-Moratorium Streets

Pursuant to Section 16.08.050 of Chapter 16.08 of the Highway Permit Ordinance, the

Department of Development Services Policy & Procedure

Subject: TRENCH AND PAVEMENT RESTORATION POLICY		Number: PW - 7
		Date:
Approved:	Department: Development Services	Page 3 of 8

Department of Development Services hereby adopts the following regulations pertaining to street excavations:

6.2.1 Permits

Except in an extreme emergency, street opening permits must be taken out in advance of excavation work. An extreme emergency is considered to exist only when life or property is endangered or when an essential utility service is interrupted during weekends, holidays, after 5:00 p.m., or before 8:00 a.m. of a normal working day. Street opening permits may be taken out by owner or contractor. Permits will state whether an annual bond or a cash deposit was received.

For the sake of clarity, the provisions set forth herein shall be applicable for all surface improvements, damaged or removed, as a result of the Contractor's/Permittee's operations within City right-of-way. In some cases throughout these provisions, the expression "trench" is used for simplicity only. These provisions apply to trenches, individual excavations, bore holes, or as otherwise determined by the City. The City shall be the sole judge as to the application of these provisions.

A plan showing the approximate location of the excavation shall be provided before permit issuance. An "as-built" plan shall be provided when requested by the City.

Permits for street opening shall be as specified in Section 16.06.010 of the Highway Permit Ordinance and valid for one hundred-eighty (180) days. The estimated date of commencement and completion of work shall be indicated on all permits. Conflicts in the schedules of work under two (2) or more permits shall be resolved by the permittees involved, if unresolved, work under these permits will be executed in order of permit applications received by the City.

No permit to excavate shall be valid unless the applicant has been provided an inquiry identification number by a regional notification center (USA) pursuant to Section 4216, Chapter 1153.

A permit inspection fee will be required to cover the costs of inspection and administration.

6.2.2 Traffic Control

The Contractor/Permittee shall comply with Section 7-10 of the Greenbook and shall provide safe and continuous passage for pedestrian, bicycle and vehicular traffic at all times. The Contractor/Permittee shall provide and maintain all necessary flag personnel, barricades, delineators, signs, flashers, and any other safety equipment as

Department of Development Services Policy & Procedure

Subject: TRENCH AND PAVEMENT RESTORATION POLICY		Number: PW - 7
		Date:
Approved:	Department: Development Services	Page 4 of 8

set forth in the latest edition of the CA MUTCD and the City's latest version of Traffic Control Requirements for Work Zones Policy.

6.2.3 Excavations

All excavations shall be conducted per Sections 7-10.4.1 and 306-1.1.6 of the Greenbook.

All excavated material not suitable for back filling shall be removed from the job site by the end of each work week. Excavated material suitable for back filling may be stored on the job site for a maximum of five (5) working days, provided it does not occupy anymore street space than the permit allows and provided the material is stored and maintained appropriately and in compliance with Best Management Practices (BMP). The City will not allow the contractor to use any other street adjacent to the project for the storage of equipment and materials.

The contractor shall obtain a separate Hauling and Stockpile Permit prior to hauling/excavating materials from the project work area. The contractor shall provide private property owner's permission, in writing, to the City for the Contractor's storage of equipment, materials, and staging from that property prior to permit issuance. Said property shall be left in a neat and clean condition.

A routing plan, dust control agreement, dust control method letter, a stockpile plan (that has the spoil piles spread and shaped into a presentable capped mound with a City-approved soil sealant), and any other current documentation that may be required shall be submitted to and approved by the City prior to permit issuance.

No trench, individual excavation, bore hole, etc. shall be opened in any street for the purpose of laying pipes or conduits for more than what the contractor is capable of installing, back filling, compacting or restoring the traveled surface by the end of each work day.

In sidewalks and driveways, the excavation shall be to the nearest score line or joint for trenches, individual excavations, bore holes, etc.

Once the work has been completed, the contractor shall apply a soil sealant for dust control to cover all unimproved areas disturbed during construction. The soil sealant shall be a product approved in advance by the City.

6.2.4 Backfill

The City shall require mechanical compaction per Section 306-1.3.2 of the Greenbook, with the exception that aggregate base shall be placed in lifts not to

Department of Development Services Policy & Procedure

Subject: TRENCH AND PAVEMENT RESTORATION POLICY		Number: PW - 7
		Date:
Approved:	Department: Development Services	Page 5 of 8

exceed twelve inches (12"). Jetting will only be allowed in the pipe zone.

In accordance with Standard Plan EP-1, the upper three (3) feet of the trench shall be aggregate base as approved by the City, compacted to ninety-five percent (95%) of its relative density. The remainder of the trench backfill between the upper three (3) feet and pipe bedding zone shall have a minimum sand equivalent (S.E.) of twenty (20) and shall be compacted to ninety percent (90%) of its relative density. Imported fill material shall be used if mixing native soil does not meet the minimum sand equivalent. Copies of test results shall be furnished to the inspector to determine the sand equivalent compliance of the native soil. In lieu of the above, the City will allow the contractor to backfill the trench with 1-1/2 sack cement sand slurry mix. Cement sand slurry (1-1/2 sack) backfill shall be used in the upper portion of the trench above the pipe zone within two hundred fifty (250) feet of intersection centerlines of arterial streets. All slurry shall be vibrated.

When trench walls slough, cave or become unstable in a way that will compromise the integrity of surrounding pavement or shoulders they must be removed back to competent material and backfilled per paragraph (1) above. Asphalt pavement undermined or compromised as a result of trench wall failure must be removed up to one (1) foot beyond the trench wall failure per the Paving section included herein.

Documentation shall be obtained from an independent testing laboratory verifying that compaction meets requirements, prior to placement of permanent resurfacing. Tests shall be taken at a maximum of three hundred (300) foot intervals on continuous trenches and at manholes. Individually constructed sections of trenches or open excavations shall be tested at least once, or more as determined by the City. In trenches less than twenty-five (25) feet, one test shall be taken. Depth of tests at three (3) foot intervals shall range from four (4) feet to one (1) foot. Tests will be required on all excavations except those excavations backfilled with 1-1/2 sack sand slurry.

When tunneling or boring, backfill shall be 1-1/2 sack cement sand slurry.

The City Engineering Infrastructure Inspection Hotline, telephone (661) 723-6157, shall be notified twenty-four (24) hours prior to commencement of work, except for City Capital Construction Projects. Contractors performing Capital Construction projects for the City shall comply with the requirements specific to their contract agreement.

The following information must be stated when you call for inspection:

- a) Subdivision projects must include the tract number, location, and type of inspection requested.

Department of Development Services Policy & Procedure

Subject: TRENCH AND PAVEMENT RESTORATION POLICY		Number: PW - 7
		Date:
Approved:	Department: Development Services	Page 6 of 8

- b) All other projects must include the project street address, two major cross streets, contractor name and phone number, the permit number, and type of inspection.

6.2.5 Paving

Work not complying with the following requirements will be rejected, removed and redone to the satisfaction of the City.

Temporary bituminous resurfacing two (2) inches thick shall be placed and maintained on all trenches at the close of each day per Standard Plan EP-2. Compaction of backfill to ninety-five percent (95%) relative density shall be certified by a soil testing laboratory and test results given to the inspector prior to placement of final resurfacing. Permanent paving shall be constructed within two weeks of completion of the improvements necessitating the trenching. Permittee may provide his/her own tests if approved by the City. Temporary resurfacing shall be per Section 306-1.5.1 of the Greenbook.

Trenches shall be permanently paved as shown on Plan EP-1, EP-3, EP-4, EP-5 or PW-9. Cold planing and /or saw cutting of the existing pavement shall be in neat, straight lines to allow for proper placement of the new pavement section. Damaged pavement outside of the original trench or individual excavation cut lines shall be removed by saw cutting in lines perpendicular to or parallel to the original trench lines. No diagonal grinds or cuts will be allowed. Undamaged pavement of three (3) feet or less between the edge of gutter or shoulder and/or between successive patches shall also be removed.

Asphalt concrete pavement shall be constructed flush with the existing street surface. Paving shall conform to Section 203 of the Greenbook. After completion of the utility line construction, the contractor shall grind the pavement at least one foot on each side of the trench or individual excavation limits to a depth of two (2) inches. Temporary paving shall be used to form smooth transitions from any unpaved surfaces or vertical edges.

A twelve inch (12") T-cut on each side of the trench or individual excavation may be allowed if the condition of the adjacent pavement is not conducive to grinding, as solely determined by the City.

Pavement shall be restored using the "T-Section" shown on Standard Plans EP-1, EP-3, and EP-5. For trenches parallel to the center line of the street or alleys, and greater than three hundred (300) feet in length, a two (2) inch asphalt concrete wearing surface shall be twelve (12) feet wide, or extend across the entire lane.

Department of Development Services Policy & Procedure

Subject: TRENCH AND PAVEMENT RESTORATION POLICY		Number: PW - 7
		Date:
Approved:	Department: Development Services	Page 7 of 8

Trenches in concrete pavement shall be paved with concrete pavement. The thickness of the new pavement shall be one (1) inch greater than the thickness of the existing pavement or a minimum thickness of four (4) inches, whichever is greater, and a minimum of four (4) inches in the sidewalk.

Trenches in streets or sidewalks that are constructed of special material or color shall be replaced in kind. A sample of each special material and three (3) samples of each color shall be submitted for approval by the City prior to the start of work.

Concrete base in roadway trenches shall be fast curing and placed within two (2) inches of the finish pavement grade. Concrete base shall be vibrated and leveled off so that no lumps or uneven surfaces will result that will carry through to the new asphalt paving. Concrete shall be Portland Cement Concrete, class 565-B-3250. Concrete shall be cured for at least four (4) hours before traffic is allowed on it and, if poured after twelve noon, the opening shall be covered with steel plates.

Trenching and trench restoration shall be governed by Section 306-1.1.2 – 306-1.1.5 of the Greenbook.

Prior to placing permanent asphalt concrete, the existing asphalt concrete shall have a vertical face by saw cutting and/or cold planing so that new asphalt concrete paving can be butt joined. No feathering of new paving to existing paving is allowed. Before placement of new asphalt concrete pavement in trenches, the base surface shall be blown or swept clean and a tack coat of SS-1h applied. Asphalt concrete paving of trenches four (4) feet wide or more, shall be done by a paving machine or spreader box in order to eliminate the uneven, wash-board effect that results from hand spreading. Temporary and permanent trench resurfacing of asphalt concrete shall be governed by Section 306-1.5 – 306-1.5.7 of the Greenbook. Use Type B PG70-10 asphalt concrete in primary and secondary arterial streets. Use Type C2 PG70-10 asphalt concrete for the top course in all residential streets.

Asphalt concrete pavement shall be compacted to obtain a minimum relative compaction of ninety-five percent (95%). The asphalt concrete wearing surface will be smooth enough so that there is no irregularity greater than one eighth inch (1/8") in ten (10) feet in any direction. Regardless of patch size there shall be no deviation greater than one eighth inch (1/8") in any direction. Asphalt concrete pavement greater than three (3) inches in thickness shall be installed and compacted in multiple lifts. Finish surface shall match existing (chip seal, etc.).

Steel plates used to bridge a street opening shall be ramped to the elevation of the adjacent pavement and secured against movement in any direction. Skid resistant steel plates shall be required with two hundred fifty (250) feet of an intersection.

Department of Development Services Policy & Procedure

Subject: TRENCH AND PAVEMENT RESTORATION POLICY		Number: PW - 7
		Date:
Approved:	Department: Development Services	Page 8 of 8

Any steel plates shall be recessed when in place more than seventy two (72) hours. Temporary ramps shall be three (3) feet wide and shall be constructed of asphalt and shall have a gradual slope.

Curb ramps, including all flatwork from BCR to ECR, shall be removed and reconstructed to comply with current ADA Standards when any portion of the curb ramp is disturbed during construction.

Where utility poles are removed, the remaining hole shall be backfilled from the bottom to +/- six inches (6") from finished surface with 1-1/2 sack sand slurry. The upper six inches (6") shall be backfilled in kind with adjacent material, unless directed by the City. When utility poles are removed within a concrete sidewalk the sidewalk shall be removed and replaced to the nearest existing joints.

6.2.6 Compaction

Compaction and/or soil tests are required for the backfill prior to placement of permanent resurfacing. These must be provided by a testing laboratory or an authorized permittee. In order to be authorized to provide these tests, Contractor's personnel and the equipment to be used must have prior approval by the City. No compaction tests will be required when sand slurry is used for backfill.

6.2.7 Miscellaneous

The latest edition of the Greenbook will apply for any regulations not covered in this policy.

Any violation of the above regulations may result in the revocation of the street opening permit and/or be subject to a police citation or fine.

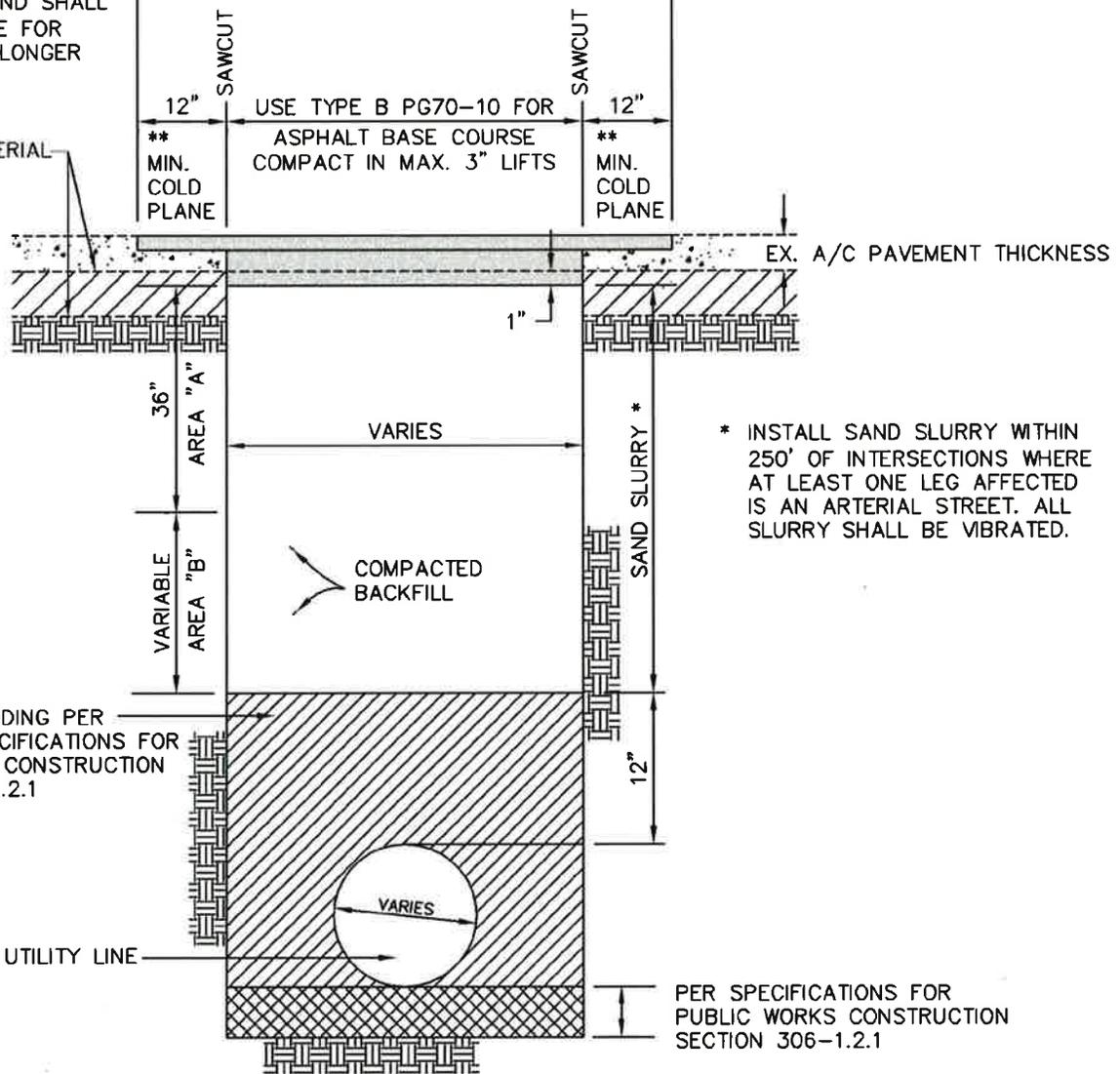
Temporary Overlay Markers (TOMs) shall be placed each day to restore pavement markings removed by construction and shall be maintained at all times. Permanent pavement markings shall be restored after two (2) days, but no later than thirty (30) days after the placement of the permanent surfacing. All crosswalks, limit lines, legends, or symbols shall be reinstalled using thermoplastic pavement marking material approved by the City. All other pavement markings shall be paint. If any portion of a crosswalk, limit line, symbol, or legend is removed, the entire pavement marking, or set of markings shall be restored.

Any loops damaged or removed shall be restored to operation within five (5) working days of installation of the pavement restoration.

FOR PERMANENT ASPHALT REPAIR,
COLD PLANE 2" MIN. AND CONSTRUCT TYPE B
PG70-10 OR TYPE C2 PG 70-10 ASPHALT
CONCRETE PER SECTION 6.2.5 OF THE
TRENCH AND PAVEMENT RESTORATION POLICY

** THE 2" GRIND SHALL
BE 12' WIDE FOR
TRENCHES LONGER
THAN 300'

EX. BASE MATERIAL



* INSTALL SAND SLURRY WITHIN
250' OF INTERSECTIONS WHERE
AT LEAST ONE LEG AFFECTED
IS AN ARTERIAL STREET. ALL
SLURRY SHALL BE VIBRATED.

PIPE ZONE BEDDING PER
STANDARD SPECIFICATIONS FOR
PUBLIC WORKS CONSTRUCTION
SECTION 306-1.2.1

UTILITY LINE

PER SPECIFICATIONS FOR
PUBLIC WORKS CONSTRUCTION
SECTION 306-1.2.1

AREA "A" BACKFILL SHALL BE 1-1/2 SACK SAND SLURRY OR AGGREGATE BASE. IF
AGGREGATE BASE IS USED IT SHALL BE MECHANICALLY COMPACTED TO 95%
RELATIVE COMPACTION. (SEE "*" NOTE FOR INTERSECTIONS).

AREA "B" BACKFILL NATIVE OR IMPORT MATERIAL WITH SAND EQUIVALENT OF AT LEAST 20.
MECHANICALLY COMPACTED TO 90% RELATIVE COMPACTION. (SEE "*" NOTE FOR
INTERSECTIONS).



REVISION DATE: APR 2014

SUBMITTED:

M. J. Michelle Cortell 4/23/14
CITY ENGINEER DATE

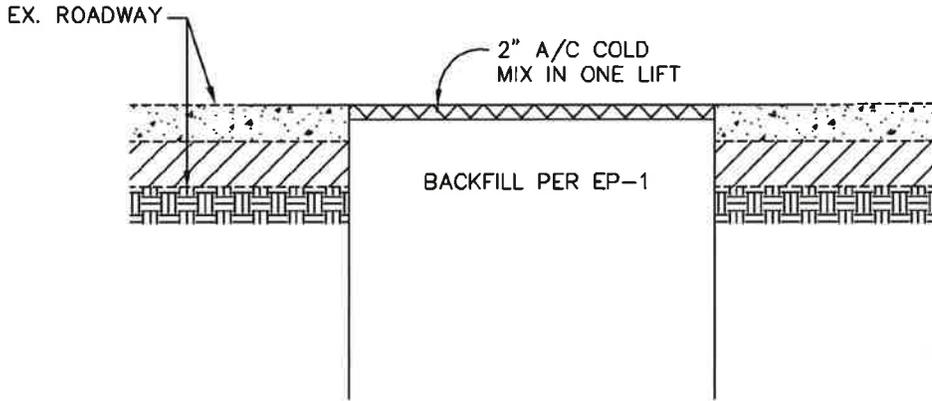
Development Services Department
STANDARD PLAN

APPROVED:

K. Kent C. Neel 4/24/14
DIRECTOR OF PUBLIC WORKS DATE

CONSTRUCTION OF UTILITY
TRENCHES IN EXISTING STREETS
AND ALLEYS

EP-1

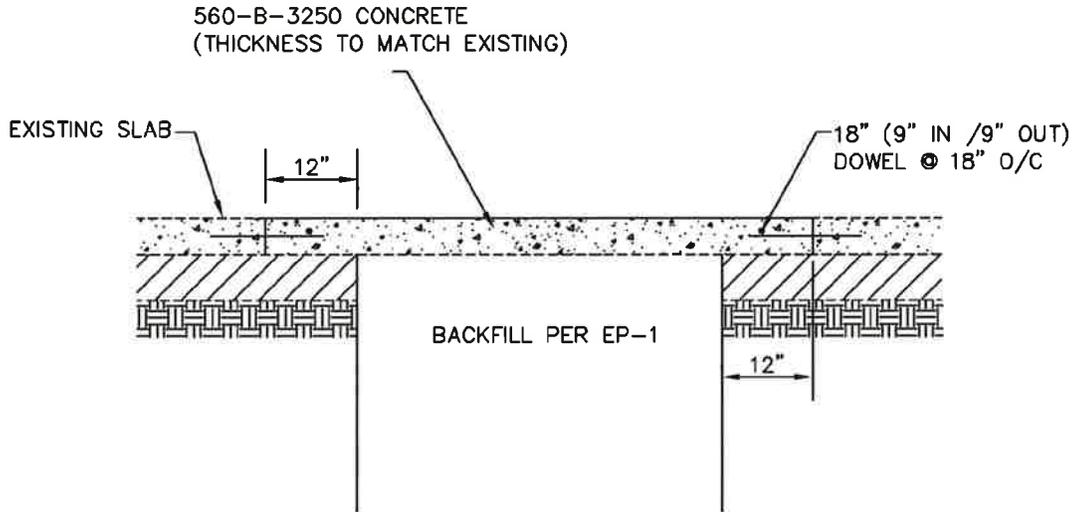


TEMPORARY A/C PAVEMENT SHALL BE PLACED PER SEC. 306-1.5.1 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.



REVISION DATE: APR 2014

SUBMITTED:  CITY ENGINEER		4/23/14 DATE		Development Services Department STANDARD PLAN	
APPROVED:  DIRECTOR OF PUBLIC WORKS		4/24/14 DATE		ASPHALT REPAIR (TEMPORARY)	
				EP-2	



IF THE TRENCH HAS BEEN EXCAVATED CLOSER THAN 12" TO THE SAWED EDGE OF THE STREET, THE CONCRETE SHALL BE RE-SAWED TO PROVIDE 12" OF UNDISTURBED EARTH PRIOR TO PAVING.

IF STREET CROSSING IS IN AN ASPHALT SURFACE, THE CONCRETE SHALL BE COLORED WITH CARBON BLACK.



REVISION DATE: APR 2012

SUBMITTED:

Michelle Cantrell 4/23/14
CITY ENGINEER DATE

Development Services Department

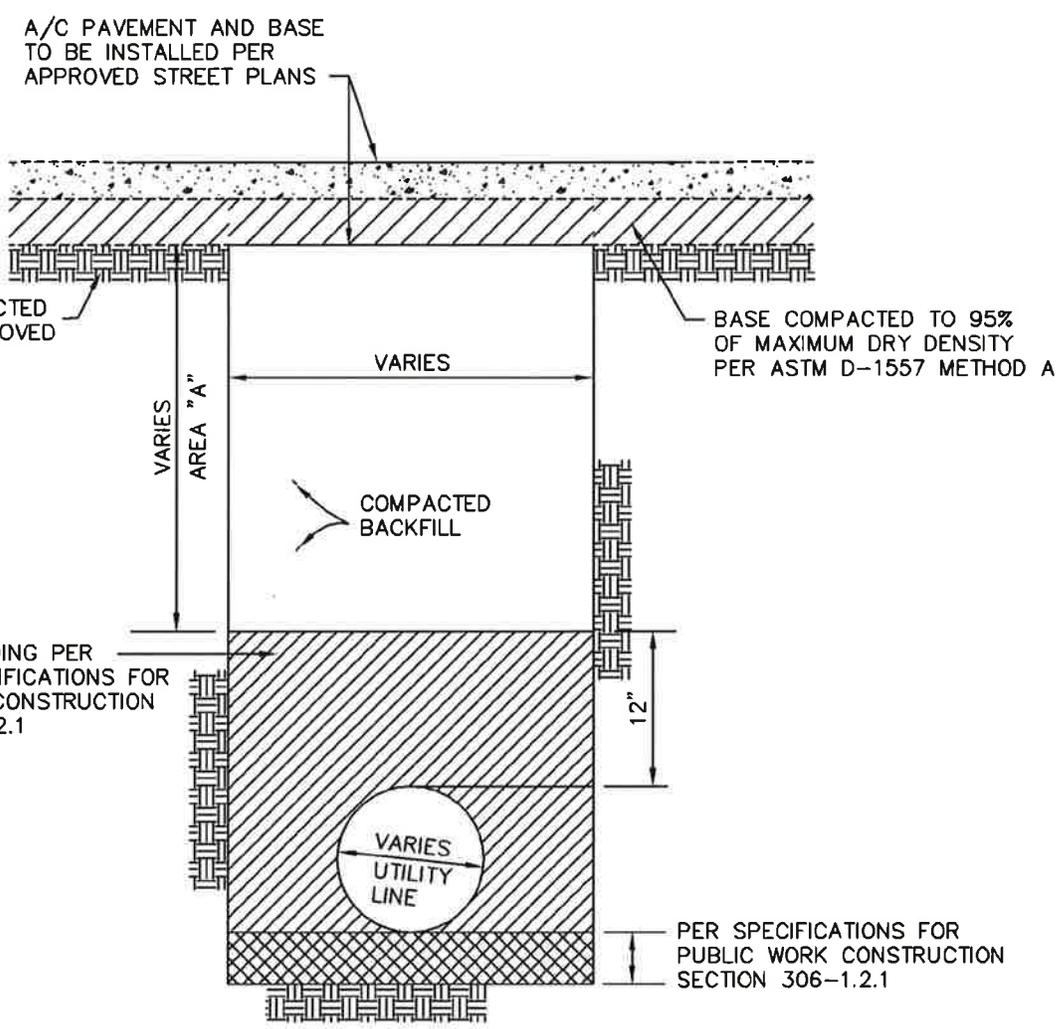
STANDARD PLAN

APPROVED:

Robert C. Neal 4/24/14
DIRECTOR OF PUBLIC WORKS DATE

PERMANENT REPAIR OF EXISTING
STREETS AND ALLEYS

EP-3



AREA "A" SUITABLE BACKFILL NATIVE MATERIAL, AS PER STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SECTION 306-1.2.1 TO 90% RELATIVE COMPACTION OF THE MAXIMUM DRY DENSITY, PER ASTM D-1557, METHOD A

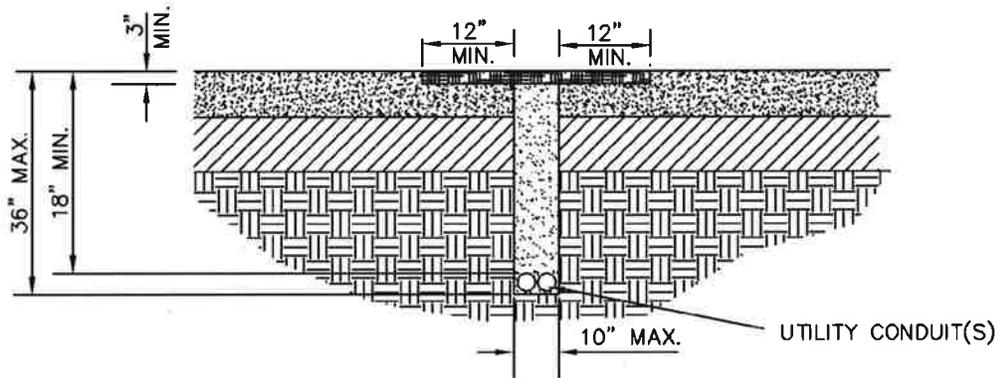
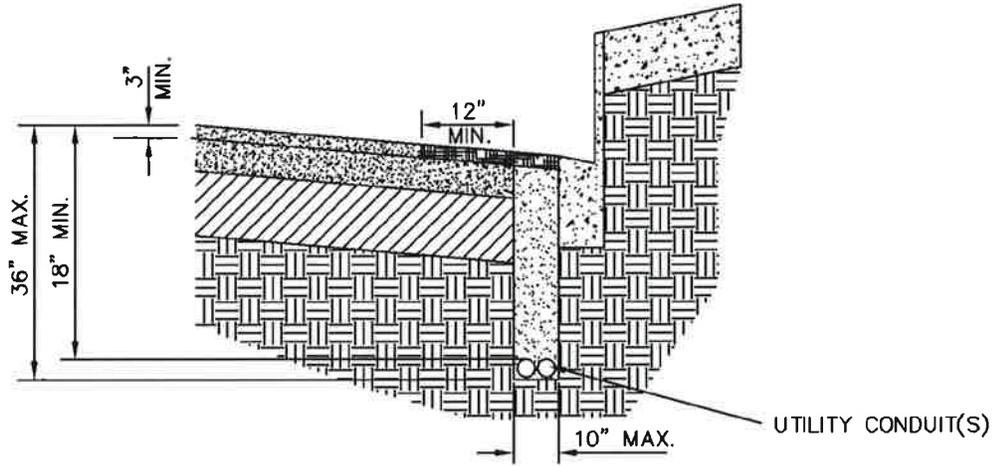


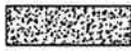
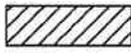
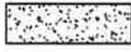
REVISION DATE: APR 2014

SUBMITTED:	
<i>Mitchell Cantrell</i>	4/23/14
CITY ENGINEER	DATE
APPROVED:	
<i>Robert Neal</i>	4/24/14
DIRECTOR OF PUBLIC WORKS	DATE

Development Services Department	
STANDARD PLAN	
CONSTRUCTION OF UTILITY TRENCHES PRIOR TO STREET CONSTRUCTION	EP-4

REMOVE 3" MIN. OF A/C PAVEMENT BY COLD PLANING. PLACE AND COMPACT A/C PAVEMENT (C2-PG70-10) PER THE CITY OF LANCASTER TRENCH AND PAVEMENT RESTORATION POLICY.



-  NEW A/C PAVEMENT
-  EXISTING A/C PAVEMENT
-  EXISTING CRUSHED AGGREGATE BASE
-  1 1/2 SACK PCC SAND SLURRY



REVISION DATE: APR 2014

SUBMITTED:

Michelle Patel 4/23/14
CITY ENGINEER DATE

Development Services Department
STANDARD PLAN

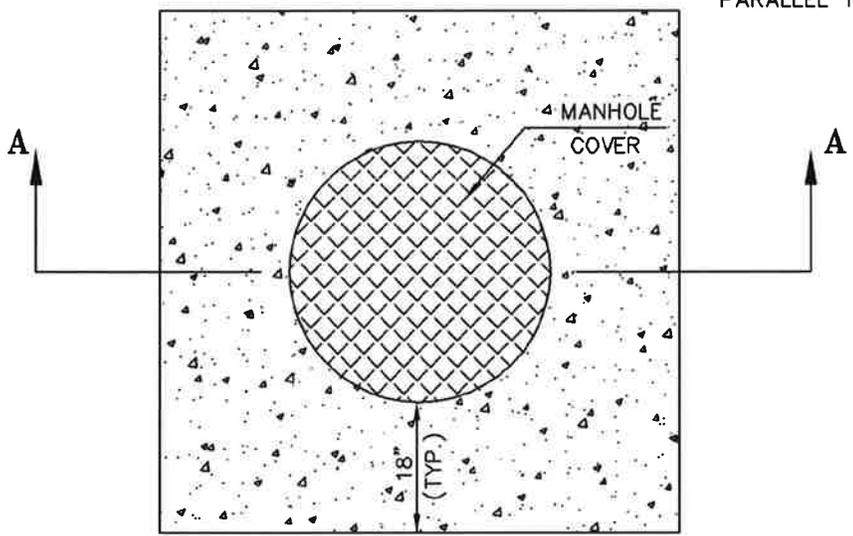
APPROVED:

Robert C. Neal 4/24/14
DIRECTOR OF PUBLIC WORKS DATE

PAVEMENT RESTORATION OF
ROCK-WHEEL TRENCHES IN
EXISTING STREETS AND ALLEYS

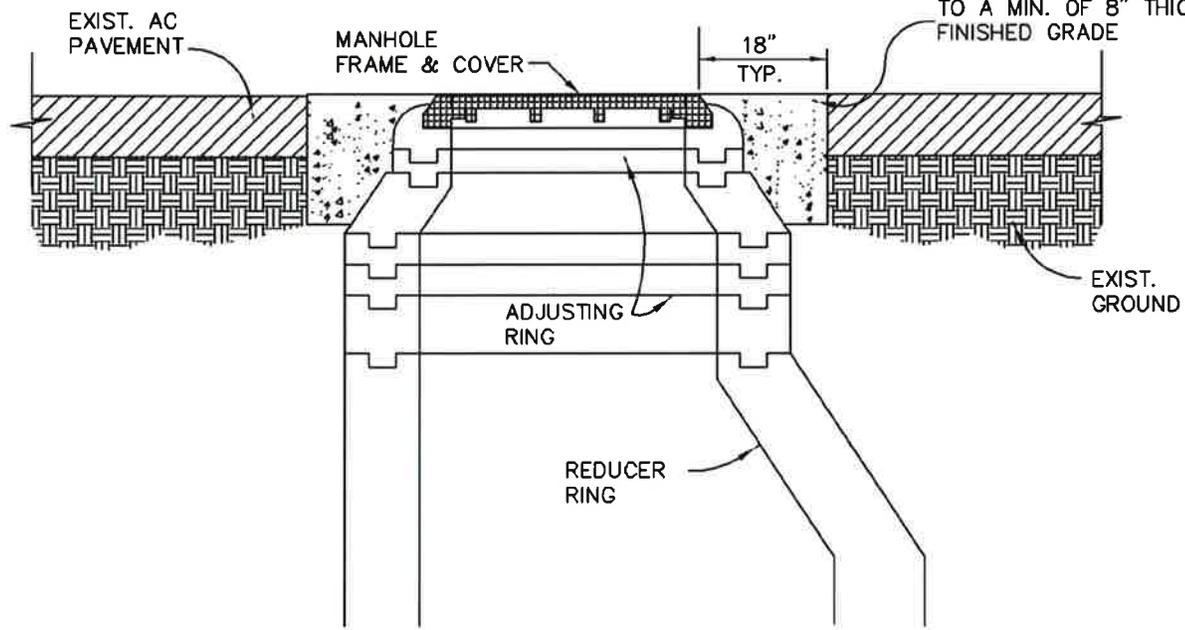
EP-5

SAWCUT UNIFORMLY &
PARALLEL TO C.L.



PLAN VIEW

ALL MATERIAL REMOVED TO
RAISE M.H. SHALL BE REPLACED
WITH 560-C-3250 CONCRETE
TO A MIN. OF 8" THICKNESS TO
FINISHED GRADE



SECTION A-A



REVISION DATE: APR 2014

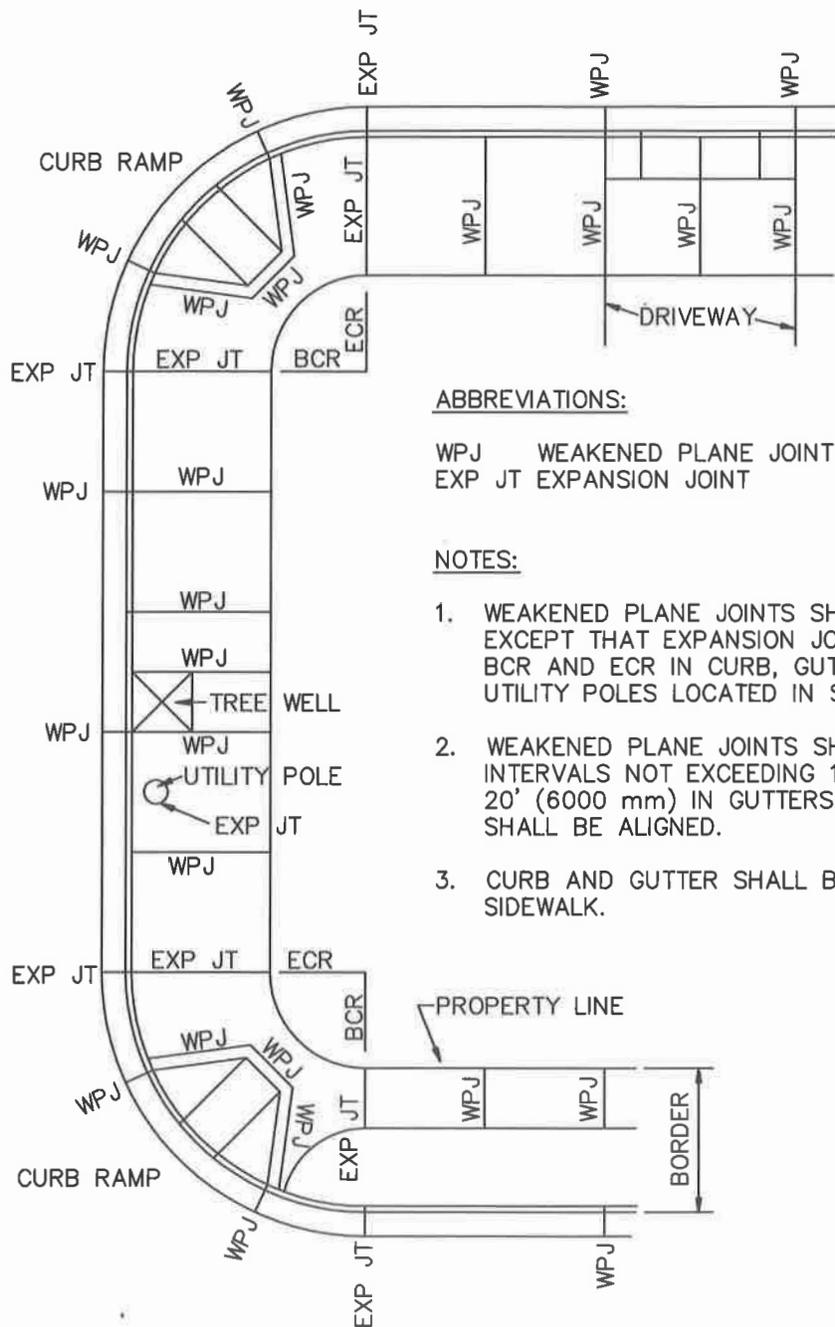
SUBMITTED:
Michelle Pentell 4/23/14
CITY ENGINEER DATE

Development Services Department
STANDARD PLAN

APPROVED:
Robert C. Neal 4/24/14
DIRECTOR OF PUBLIC WORKS DATE

MANHOLE ADJUSTMENT TO
FINISH PAVEMENT GRADE

PW-9



ABBREVIATIONS:

WPJ WEAKENED PLANE JOINT BCR BEGINNING OF CURB RETURN
 EXP JT EXPANSION JOINT ECR END OF CURB RETURN

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 10' (3000 mm) IN WALKS AND 20' (6000 mm) IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
 PUBLIC WORKS STANDARDS INC.
 GREENBOOK COMMITTEE
 1984
 REV. 1996, 2009

CURB AND SIDEWALK JOINTS

STANDARD PLAN

112-2

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 1

ASPHALT CONCRETE (AC) PATHWAY/AC SIDEWALK

AC pathway shall be constructed in accordance with Section 203 of the Standard Specifications and the "ASPHALT CONCRETE" section of these Specifications. The contractor shall construct 4" minimum aggregate base underneath the proposed AC pathway. Aggregate base shall be compacted to 95% relative compaction.

Construction of AC pathways shall be coordinated with all other construction activities.

ASPHALT CONCRETE (AC) CURB RAMPS AND LANDING

AC curb ramps and landing shall be constructed in accordance with Section 203 of the Standard Specifications and in accordance with the applicable APWA Standard Plan as shown on the Improvement Plans. AC curb ramps and landing shall also be constructed in accordance with the "ASPHALT CONCRETE" section of these specifications. The contractor shall construct 4" minimum aggregate base underneath the proposed AC curb ramps and landings. Aggregate base shall be compacted to 95% relative compaction.

All AC curb ramps shall include detectable warning system, to include truncated domes, per ADA requirements. The detectable warning system shall be Armor-Tile or Armorcast surface mounted system, or approved equal. The contrasting color shall be yellow. Detectable Warning System shall be installed per manufacturer's specifications.

Curb ramps shall be constructed true to the line and grade shown on the Plans.

Curb ramps will be rejected for any of the following reasons:

- 1) Deviation from grade greater than 1/8".
- 2) Fluctuations, undulations, imperfections or inconsistency in A.C. surfaces such, as rock pockets, voids, or other defects causing an unsightly or inconsistent appearance.
- 3) A.C. surfaces with any cracks.
- 4) Concrete used that does not meet the requirements set forth in Section 203 of the Standard Specifications.

If any portion of an AC curb ramp is rejected, the entire ramp shall be removed, and reconstructed at no additional cost to the Agency.

Construction of AC curb ramps and landing shall be coordinated with all other construction activities.

Payment

Payment for AC curb ramp and landing shall be at the unit bid price for AC curb ramps as shown in the Bid Schedule. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including excavation and grading, necessary to construct AC curb ramps and landing complete in place and in accordance with the Plans and Specifications to include all removals and restorations. Payment for the aggregate base and detectable warning system shall be considered included in the unit bid price for the AC curb ramps.

No separate payment shall be made for blading smooth the area behind the proposed AC landing.

PORTLAND CEMENT CONCRETE (PCC) CURB RAMPS

Existing PCC Curb Ramps

Modifications to existing PCC curb ramps shall include installation of detectable warning system, to include truncated domes (per ADA requirements), as indicated on the plans. The contrasting color shall be yellow. Entire curb ramp shall not be removed and replaced unless:

- Unsuitable material and/or structural deficiencies are discovered
- Damages are incurred by the Contractor
- Directed to do so by the Engineer or Inspector

Install detectable warning panels on existing curb ramps where indicated on the Plans. Sawcut and remove sufficient amount of existing PCC ramp to accommodate panels and comply with SPPWC Standard 111-5, Case A, Type 1 modified for detectable warning surface to be 3 feet minimum in length from bottom of ramp. Replace any remaining portion of removed ramp with PCC per standard. Contractor shall refer to City of Lancaster Standard PW-7.

New PCC Curb Ramps

The PCC curb ramps shall be constructed in accordance with Section 303 of the Standard Specifications and in accordance with the applicable APWA Standard Plan as shown on the Improvement Plans. Concrete shall be 520-C-2500, and contain 4% air entrainment.

PCC curb ramps shall be 4" thick minimum.

The Contractor shall construct 4" thick, minimum, aggregate base underneath the proposed PCC curb ramp. Aggregate base shall be compacted to 90% relative compaction. Subgrade shall be prepared per APWA Section 301, and all associated costs included in the cost of Curb Ramps.

All PCC Curb Ramps shall include detectable warning system, to include truncated domes, per ADA requirements. The detectable warning system shall be Armor Cast or Armor-Tile, cast in place system, or approved equal. The contrasting color shall be yellow. Price for new curb ramps shall include the cost of detectable warning system.

All PCC curb ramps shall be constructed true to the line and grade shown on the Plans.

PCC curb ramps will be rejected for any of the following reasons:

- 1) Deviation from grade greater than 1/8".
- 2) Fluctuations, undulations, or imperfections in PCC surfaces such as rock pockets, honeycombing, blisters, voids, or other defects.
- 3) PCC surfaces with any cracks.
- 4) Concrete used that does not meet the requirements set forth in Section 201-1 of the Standard Specifications.

Rejected sections of PCC curb ramps shall be removed to the nearest joint, and reconstructed at no additional cost to the Agency.

For existing structures to be removed and joined with new construction, and for repair of rejected portions of PCC curb ramps, all edges shall be neatly sawcut and dowelled into existing structures by means of 18" long steel dowels with epoxy evenly spaced.

Construction of PCC curb ramps shall be coordinated with all other construction activities.

Where existing PCC curb ramps are to be replaced with new construction, Contractor shall sawcut and remove adjacent PCC curb and gutter to facilitate construction and replace with new curb and gutter. Contractor shall also sawcut and remove full depth pavement (2' wide) adjacent to the PCC curb and gutter. The removed portion of full depth pavement shall be replaced with A.C. pavement (6" thick) over aggregate base (6" thick).

Where existing PCC curb ramps are to be replaced with new construction that adjoin PCC spandrels, the Contractor shall be allowed to sawcut at the shiner and adjoin new PCC curb and gutter between the BCR and ECR per STD-PLAN PW-7.

All fresh PCC surfaces shall be protected from weather and from graffiti. Any damaged PCC surfaces shall be repaired or replaced to the satisfaction of the Engineer at the Contractor's expense.

PORTLAND CEMENT CONCRETE (PCC) SIDEWALKS

The PCC sidewalks shall be constructed in accordance with Section 303 of the Standard Specifications and in accordance with the applicable APWA Standard Plan as shown on the Improvement Plans. Concrete shall be 520-C-2500, and contain 4% air entrainment.

PCC sidewalks shall be 4" thick minimum.

The Contractor shall construct a minimum 4" thick aggregate base or approved sand compacted to 90% relative density. It shall be the Contractor's responsibility to grade the area (cut and / or fill) designated for sidewalk over aggregate base or sand.

All PCC sidewalks shall be constructed true to the line and grade shown on the Plans. PCC sidewalks will be rejected for any of the following reasons:

- 1) Deviation from grade greater than 1/8".
- 2) Fluctuations, undulations, or imperfections in PCC surfaces such as rock pockets, honeycombing, blisters, voids, or other defects.
- 3) PCC surfaces with any cracks.
- 4) Concrete used that does not meet the requirements set forth in Section 201-1 of the Standard Specifications.

Rejected sections of PCC sidewalks shall be removed to the nearest joint, and reconstructed at no additional cost to the Agency.

For existing structures to be removed and joined with new construction, and for repair of rejected portions of PCC sidewalks, all edges shall be neatly sawcut.

Construction of PCC sidewalks shall be coordinated with all other construction activities.

All fresh PCC surfaces shall be protected from weather and from graffiti. Any damaged PCC surfaces shall be repaired or replaced to the satisfaction of the Engineer at the Contractor's expense.

TRAFFIC SIGNAL SPECIAL PROVISIONSGENERAL

The Current Edition of the Caltrans Standard Specifications, as amended, are incorporated herein by reference and are intended to govern all traffic signal, lighting, and signing and striping work, except as modified herein.

Definitions of Abbreviations

Whenever in the Caltrans Standard Specifications, Caltrans Standard Plans, or these Special Provisions the following abbreviations and terms are used, the meaning shall be interpreted as follows:

<u>Abbreviation or Term</u>	<u>Intent and Meaning</u>
Engineer	The City Engineer either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Department	The Development Services Department of the City of Lancaster.
Director	Development Services Director of the City of Lancaster acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
State	The City of Lancaster, its properly authorized agents acting within the scope of the particular duties entrusted to them.
Contractor	The Contractor providing the traffic signal and related work.

SCHEDULE OF VALUES

The Contractor shall provide a schedule of values for all costs associated with the construction of lump sum bid items, for review, comment and approval. The Contractor shall provide schedule of values within 5 days of receiving request from the City of Lancaster. **If Schedule of Values is not received within the time allotted, the bid may be deemed non-responsive and the project will be awarded to the next lowest bidder.** The schedule of values shall be used to determine progress payments to Contractor during Construction for each lump sum bid item and should be itemized accordingly.

Minimum itemization shall be as noted in list below *and shall be expanded as needed to adequately support payment claim to the satisfaction of the City*; however, neither review nor acceptance of the Schedule of Values by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the

letter of transmittal. The Contractor shall be responsible for the correctness of the Schedule of Values. Each Schedule of Values shall be accompanied by a letter of transmittal.

TRAFFIC SIGNAL AND TRAFFIC SIGNAL MODIFICATIONS

All traffic signal, work shall be done in accordance with the Caltrans Standard Specifications and Standard Plans, current edition and all amendments thereto, and in accordance with these Special Provisions unless noted on plan.

All new traffic signal poles shall use the 2010 Cal Trans Standard Specifications and Standard Plans.

Payment

Payment for Traffic Signal and Traffic Signal Modifications shall be at the lump sum bid price as shown on the Bid Schedule. Such payment shall be considered full compensation for all traffic signal and traffic signal modification equipment, materials and for furnishing all labor, tools, materials, equipment, and incidentals, complete.

STANDARDS, STEEL PEDESTALS AND POSTS

All standards and posts shall be manufactured by Ameron Pole Products (or an approved equal).

Prior to ordering poles, **the contractor will meet with the engineer in the field to determine pole locations.** The Contractor shall pothole all foundation locations and verify that no conflict exists. If a conflict is found the Contractor shall notify the Engineer. The Engineer will determine a new location and may adjust the proposed mast arm length. Once final location is determined the terminal location will be specified.

All standards and posts (except Type 1-A) shall have a four-inch by six and one-half-inch handhole integrated with a terminal block compartment per plan detail. Each handhole shall begin eight inches above the base and be oriented 180 degrees to the mast arm (3' minimum working area is needed; 90 degrees will be used if obstructions are present). All handhole covers for the integral handhole shall have a gasket permanently attached by means of appropriate waterproof contact cement.

Type 1-A standards shall have a three-inch by five-inch handhole. Pedestrian push button posts shall not require a handhole.

Standards with a signal and a street light mast arm shall have a second four-inch by six and one-half inch handhole 180 degrees to the signal mast arm per the plan detail.

A grounding nut, or provisions inside the handhole frame for accommodating a threaded bolt or stud, shall be

provided.

Two Marathon #1112, or Engineer approved equal, terminal blocks shall be installed in each terminal block compartment. Mounting holes shall be drilled and tapped. Self-tapping screws are not allowed. After the signal standards are installed 1" +/- 1/4" of threaded bolt shall be showing above the hex head nut without cutting of anchor bolts per ES-7M.

Foundations for signal standards that are being replaced shall be removed completely.

All standards shall be placed two to three inches above sidewalk and mortar placed per Caltrans standard plan ES-7M.

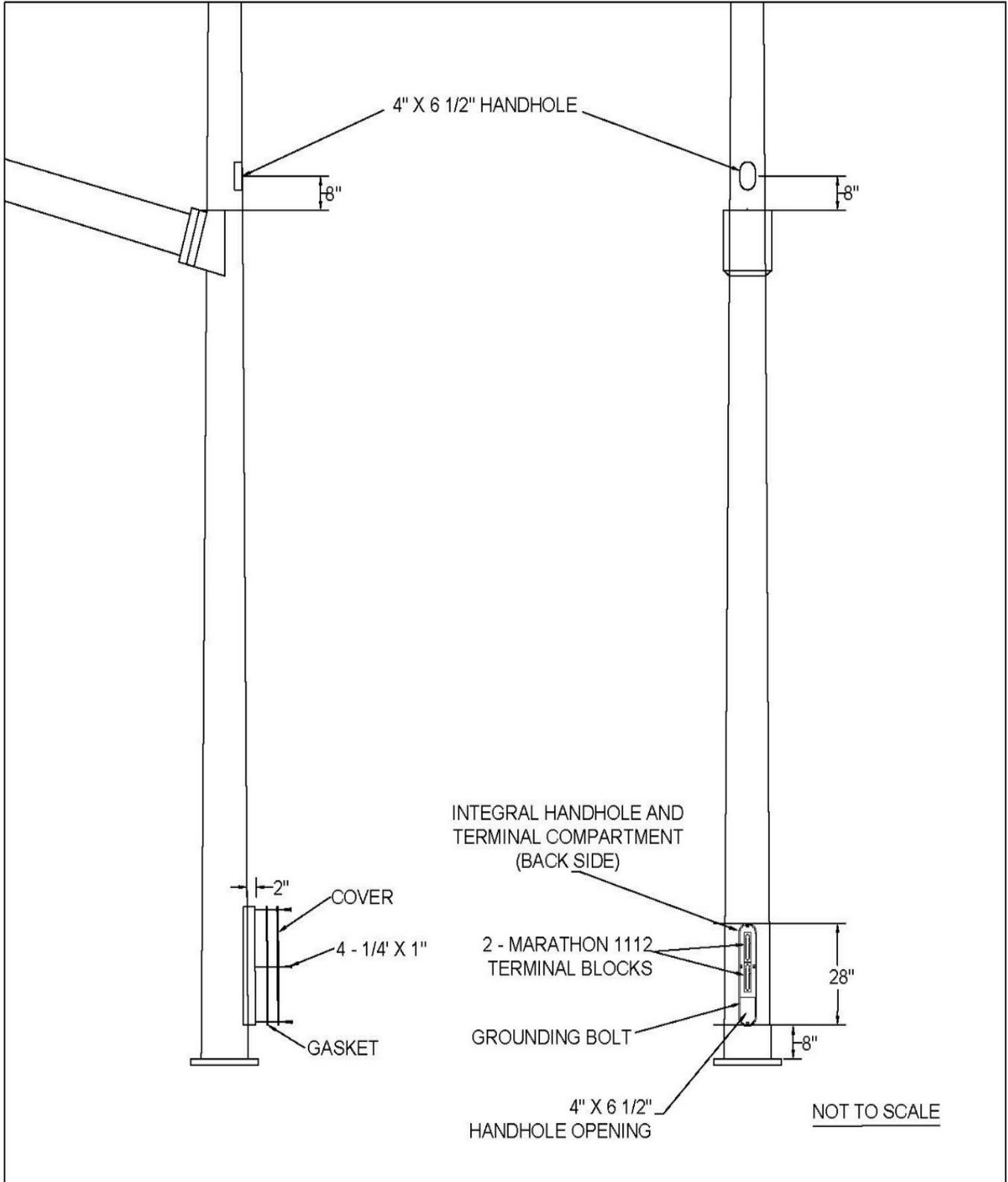
The Contractor shall provide proper torqueing for each standard connection to the foundation and for each mast arm connection to the standard per the requirements of the manufacturer or per the standard specifications. All torqueing shall be performed using properly sized torque wrenches and sockets, with torque multipliers as required. The use of pipe wrenches or similar tool for torqueing or tightening shall not be permitted. The torqueing shall be performed in the presence of and to the verification of the Engineer.

Holes left in the shaft of an existing standard due to the removal of equipment must be sealed with a method approved by the engineer.

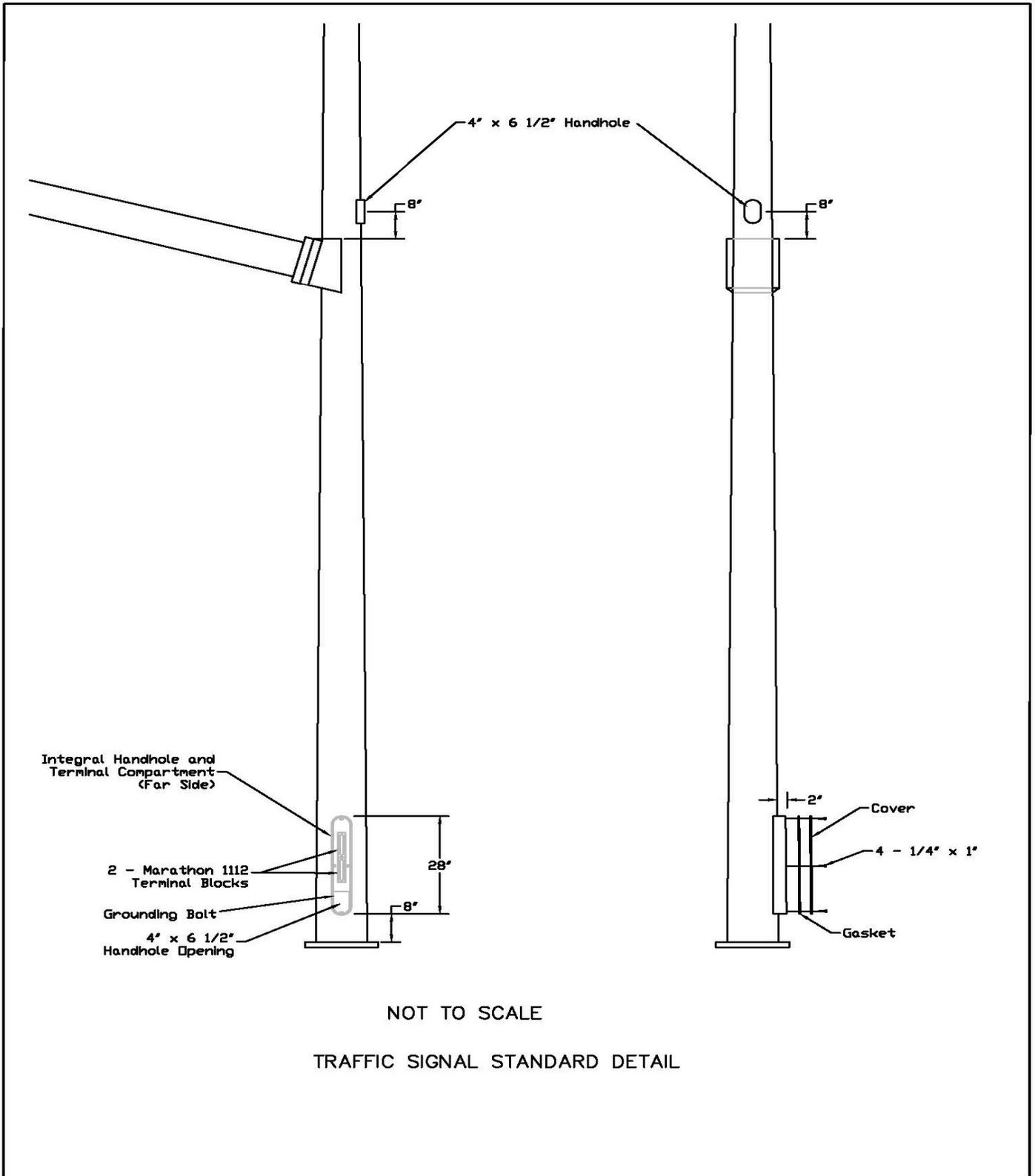
Pole tags to be visible at all times (do not install equipment over the pole tag).

A SCE approved high voltage contractor shall be used when working in close proximity to high voltage power lines.

180 DEGREE TERMINAL BLOCK PREFERRED (3' MINIMUM WORKING AREA REQUIRED)



90 DEGREE TERMINAL BLOCK TO BE USED IF OBSTRUCTIONS ARE PRESENT



MAST ARM MOUNTED SIGNS

Street Name Signs

1. SIGN SHALL BE 0.125" THICK ALUMINUM, 96" WIDE, AND 19" TALL.
2. SIGN SHALL BE PRINTED ON 96" x 18" (LEAVING 1" OF BARE METAL AT THE TOP) WHITE H.I.P SHEETING WHICH MEETS OR EXCEEDS AASHTO M268 RETROREFLECTIVITY STANDARDS (MIN. 500 CD/FC/FT' @ -4° ENTRANCE ANGLE & 240 CD/FC/FT'@ +30° ENTRANCE ANGLE WITH OBSERVATION ANGLE OF 0.1%).
3. SIGNS SHALL BE COATED WITH A CLEAR ACRYLIC UV PROTECTIVE OVERLAY WITH A MINIMUM THICKNESS OF 4 mm WHICH ALLOWS FOR UNIFORM DAYTIME AND NIGHTTIME VISUAL APPEARANCE.
4. 12" TALL CITY OF LANCASTER, CA SEAL (4C) (AVAILABLE FROM CITY ENGINEERING 661- 723-6047) SHALL BE CENTERED 2" FROM LEFT EDGE OF SIGN.
5. SIGN SHALL HAVE A 0.25" THICK BORDER INSET 0.5" FROM EDGE OF SIGN.
6. STREET NAME & TYPE (i.e. Lancaster Blvd) SHALL BE CENTERED BETWEEN THE CITY SEAL AND RIGHT BORDER, PRINTED IN BLACK "HIGHWAY GOTHIC" FONT (AVAILABLE FROM CITY ENGINEERING), AND SHALL CONSIST OF A 12" TALL INITIAL LETTER FOLLOWED BY 10.2" TALL LETTERS. MODIFY THE WIDTH RATIO SO THAT THE TOTAL WIDTH OF TEXT IS 80" UNLESS NOTE 7 OR 8 APPLIES.
7. FOR STREET NAMES THAT ARE 5 LETTERS OR LESS (i.e. Fern Ave) MODIFY THE WIDTH RATIO SO THAT THE TOTAL WIDTH OF TEXT IS 60".
8. CO-NAMED STREETS (i.e. Columbia Way/Avenue M) SHALL CONSIST OF THE PRIMARY NAME (i.e. Columbia Way) CENTERED ABOVE THE SECONDARY NAME (i.e. Avenue M). THE PRIMARY NAME SHALL CONSIST OF AN 8" TALL INITIAL LETTER FOLLOWED BY 6.8" TALL LETTERS. MODIFY WIDTH RATIO SO THAT THE TOTAL WIDTH OF TEXT IS 80" OR 60" IF 5 LETTERS OR LESS. THE SECONDARY NAME SHALL BE INSIDE PARENTHESES AND CENTERED UNDERNEATH THE PRIMARY NAME. THE SECONDARY NAME SHALL CONSIST OF A 4" TALL INITIAL LETTER FOLLOWED BY 3.4" TALL LETTERS (USE THE SAME WIDTH RATIO AS PRIMARY NAME).
9. A 1" X 1" ANGLE SUPPORT SHALL BE AFFIXED TO THE TOP EDGE OF SIGNS ALONG THE BARE METAL STRIP WITH THE PROTRUSION AT THE BOTTOM OF THE SUPPORT

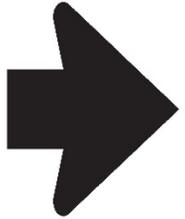
USING 5 EA. 5/16" - 18 X 3/4" SERRATED HEX FLANGE SCREW, 5/16" - 18 USS GR 8 NYLON INSERT NUT, AND 5/16" SAE GR 5 FLATWASHER

10. SIGNS SHALL BE AFFIXED TO THE MAST ARM OF THE TRAFFIC SIGNAL POLE ABOVE THE RIGHT- MOST TRAFFIC LANE USING 2 BRACKET ASSEMBLIES. THESE ASSEMBLIES SHALL CONSIST OF A HINGED BRACKET SECURED TO A SOLID ALUMINUM ARM (2.5" WIDE, 3/8" THICK, ADJUSTABLE ARMS ARE NOT TO BE USED) SECURED TO A HINGED BRACKET SECURED TO THE SIGN ALONG THE ANGLE SUPPORT (SEE NOTE 9).
11. EACH ASSEMBLY IN NOTE 10 SHALL BE SECURED TO THE MAST ARM WITH A MINIMUM OF 2 STAINLESS STEEL BANDING STRAPS (5/8" EACH).
12. ALL HINGED BRACKETS SHALL BE SPRING LOADED SUCH THAT THEY RETURN THE SIGN TO NEUTRAL POSITION.
13. EACH SIGN SHALL BE FURTHER SECURED WITH A 1/8" BRAIDED STEEL SAFETY CABLE AT EACH END (TOTAL OF 2 CABLES PER SIGN) RUN THROUGH THE TOP EDGE OF THE SIGN AT THE ANGLE SUPPORT AND AROUND THE MAST ARM IN A LOOSE "FIGURE 8"



COLUMBIA WAY
(AVENUE M)



FERN AVE 



LANCASTER BLVD



35TH ST WEST

Traffic Signs

1. SIGN SHALL FOLLOW CALIFORNIA MUTCD STANDARDS.
2. SIGN SHALL MEET ASHTO RETROREFLECTIVITY.
3. SIGN SHALL BE COATED WITH A CLEAR ACRYLIC UV PROTECTIVE OVERLAY WITH A MINIMUM THICKNESS OF 4 mm WHICH ALLOWS FOR UNIFORM DAYTIME AND NIGHTTIME VISUAL APPEARANCE.
4. SIGNS SHALL BE AFFIXED TO THE MAST ARM OF THE TRAFFIC SIGNAL POLE USING A 12 GAUGE, 15/8" X 7/8" UNISTRUT. ASSEMBLY FOR UNISTRUT AND SIGN SHALL CONSIST OF A HINGED BRACKET SECURED TO A HINGED BRACKET AND SECURED TO THE SIGN ALONG THE ANGLE SUPPORT (SEE FIGURE BELOW 1).
5. A MINIMUM OF 2 (TWO) UNISTRUT AND BRACKETS WILL BE USED TO SECURE THE SIGN TO THE MAST ARM (SEE FIGURE 2)
6. THE BRACKETS WILL BE BETWEEN 3" AND 5" IN LENGTH (DETERMINED BY SIZE OF POLE SOME CASES WILL REQUIRE USING 2 DIFFERENT SIZE BRACKETS ie: 3" ON TOP 4" ON BOTTOM)

FIGURE 1

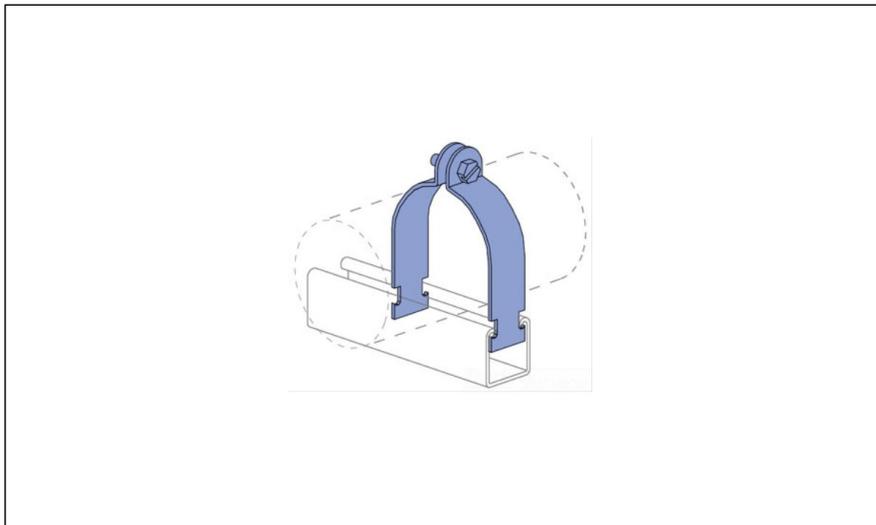
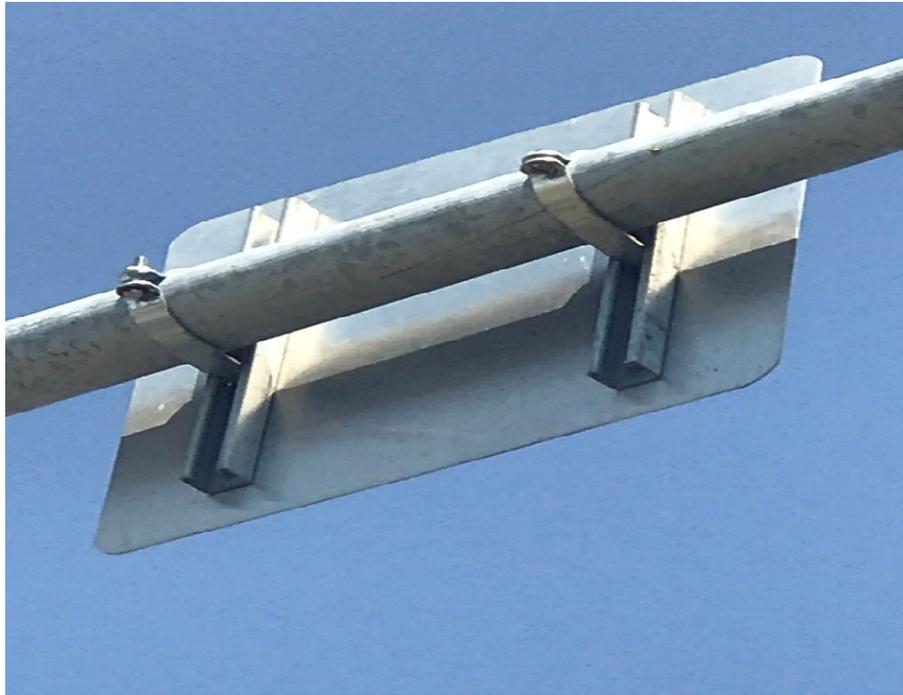


FIGURE 2



CONTROLLER CABINET FOUNDATION DETAIL

The controller cabinet foundation shall be installed per the "Controller Cabinet Foundation Detail" on the plan. If the Contractor does not place the conduits entering the cabinet and/or the anchor bolts in the correct position, Contractor shall relocate conduit, anchor bolts, and or remove and replace foundation at his own expense; modification of the cabinet shall not be permitted.

CONDUIT

Where the Plans indicate the existence of a drainage box or pipe or similar structure, all conduit runs shall be installed under said drainage structure, unless otherwise directed by the Engineer.

Conduits going into and out of the signal cabinet and power pedestal shall be rigid metal.

All crossings shall have 2-4" conduits. One shall be left empty as a spare.

Conduit between standard and adjacent pull box shall be rigid metal, 3" for mast arm pole, 2.5" for type 15TS pole, and 2" for type 1A pole, unless shown otherwise.

All conduits shall be Type 3 Schedule 80 unless otherwise specified

Trenches with Type 3 conduit in unimproved areas shall be backfilled with one and one-half sack sand slurry, to not less than six inches below future finished grade.

At locations where conduit is to be installed under existing pavement and/or existing underground facilities that require special precautions, as described in Part C, Section 5, "Utilities" of the General Provisions and as approved by the Engineer, the conduit shall be placed in accordance with the City of Lancaster "Trench and Pavement Restoration Policy" and "Trenching in Pavement Method" as revised by the following:

Trench depth shall not exceed 36 inches or conduit trade-diameter plus 24 inches, whichever is greater, except that at pull boxes the trench may be hand dug to required depth. The top of the installed conduit shall be a minimum of 24 inches below finish grade.

The conduit shall be placed in the bottom of the trench and the trench shall be backfilled with 1-1/2 (one and one-half) sack sand slurry, to not less than three inches (3") below the pavement surface. The top three inches (3") shall be backfilled in accordance with the City of Lancaster "Trench and Pavement Restoration Policy."

Conduit entering a pull box shall terminate 2" above the grouted bottom of the pull box. Conduit shall enter the pull box from the direction of the run at a 90-degree angle to the pull box cover. In no case shall the conduit opening be less than 8" or more than 10" from the top of the pull box.

New Detectable Pull Tape shall be included in all conduit runs where existing cable is to be modified or where new cable is to be installed. Detectable pull tape shall be **Herculine, 5/8" tape with 1,800lb** tensile pulling strength (or approved equivalent).

New conduit runs shall be of the same size and material throughout the run and include a detectable pull tape. All empty conduit shall include a #10 green ground wire and detectable pull tape.

PULL BOXES

Pull boxes and covers shall be Oldcastle Precast, Inc. FIBRELYTE® Composite Boxes, (or an approved equal), unless otherwise noted on the Plans or directed by the Engineer.

Pull box covers shall be marked TRAFFIC SIGNAL.

All pull boxes shall be number six (#6), unless otherwise noted on the Plans.

All pull boxes shall be located behind the curb, at the locations shown on the Plans, or as directed by the

Engineer. No pull box shall be located within one foot (1') of any wheelchair ramp. Pull boxes shall not be placed in curb ramps, drive ways, or other locations that may be subject to vehicle traffic unless approved by the Engineer. Pull boxes within unimproved areas shall have a Class 1 Flexible Post Delineator, per Caltrans Standard Plan A73-C installed adjacent to the pull box.

Adjust/Relocate Traffic Signal Pull Box

All city traffic signal pull boxes shall be adjusted to grade or relocated in accordance with SPPWC STD Plan No.405-1. The contractor shall coordinate with the city inspector 24 hours prior to commencing work. All pull boxes shall be placed according to top of curb elevations.

A 1' x 3.5" thick concrete pad shall be placed around pull boxes installed in unimproved areas.

Pull boxes for traffic signal interconnect shall be spaced at not more than 500', unless otherwise shown on the plans.

Pull boxes shall be set parallel to the curb or roadway.

Signal conductors shall not be spliced as part of pull box relocation. If conductors are not long enough to reach the signal standard and provide a minimum 3' of slack in the pull box after relocation, new signal conductors at no cost to the city shall be installed and run continuously without splices from a terminal block located in a cabinet, compartment, pole standard, or signal head, to a similarly located terminal block.

Fiber optic cable running through pull boxes shall be disconnected at the nearest splice vault, pulled back, and routed through new pull boxes. The fiber optic cable shall be re-spliced and tested. A minimum slack of 30' in pull boxes and 50' in spliced vaults shall be maintained. If the proper amount of slack cannot be maintained, a new fiber optic cable with the appropriate amount of slack shall be installed at no cost to the city.

Splice Vault utility boxes shall be C48 splice vaults to accommodate fiber optic splice enclosures. Fiber optic splice vault lids shall be labeled COL FIBER. A minimum of 50 feet of slack shall be provided for each fiber optic cable at each splice vault. Slack shall be divided equally on each side of the fiber optic splice closure.

The Fiber Optic Cable being spliced shall be pulled back from the nearest intersection, spliced, and a new Fiber Optic cable shall be pulled back to the intersection.

CONDUCTORS AND WIRING

Where conductors are allowed to be spliced, they shall be spliced by the use of "C" shaped compression

connectors.

Low voltage circuit splices shall be insulated by Method "B".

All conductors, #10 AWG or smaller, shall be solid.

A 12-conductor cable shall run from the 332-controller cabinet to each signal standard, if the standard requires more conductors (3 spares minimum) then an additional 12-conductor shall be installed. Each cable shall be color coded to identify the cable at both ends and in each pull box by the number striping method. Color coding shall be as follows: red for northeast quadrant, white for southeast quadrant, blue for southwest quadrant, and green for northwest quadrant. Cables for a mast arm standard shall be identified with a single stripe and cables for other standards shall be identified with a double stripe.

All wiring shall be identified by phase at termination points.

Each 3-section (or less) side mount or top mount vehicle signal and all pedestrian signals shall be connected to the 12-conductor cable with a 5-conductor cable. The 5-conductor cables shall be installed from the terminal compartment in the signal or pedestrian signal to the handhole terminal at the base of the standard. Each vehicle signal with four or more sections and each mast arm mounted vehicle signal shall be connected with a 9-conductor cable. These cables shall be installed in a similar manner as the 5-conductor cable. Each pedestrian push button shall be connected with a 3-conductor cable run from the 332-controller cabinet to the pedestrian button.

Subsection 86-2.09A add the following sentence:

All signal circuit conductors shall run continuously without splices from a terminal block located in a cabinet, compartment, pole standard, or signal head, to a similarly located terminal block.

Subsection 86-2.09C add the following sentence:

Conductors terminating in the controller cabinet and signal heads shall be terminated using crimp type insulated fork connectors.

Conductors and wires being removed from an intersection shall be returned to the city.

SERVICE

The Contractor shall provide 120/240-volt Type III-BF Service Equipment per Caltrans Standard Plan ES-2E. The test switch and contactor shall be omitted. Each Service shall be provided with a 50-amp circuit breaker for signal, 15-amp circuit breaker for spare, and 40-amp circuit breaker for lighting.

The cabinet shall be powder coated white.

The dead front panel for the service cabinet shall be one piece and shall be side hinged. No electrical devices shall be mounted on the dead front panel.

The contractor shall place the service address on the street side of the service with 1-1/2" self-adhesive numbers.

332 CONTROLLER CABINET AND MODEL 2070 ATC CONTROLLER ASSEMBLIES

The Contractor shall provide a 332L controller cabinet, conflict monitor, Intelight 2070ATC controller with Maxtime firmware and Maxview ATMS central system license, and a battery backup system. The controller cabinet, conflict monitor, and controller shall be delivered to the City Maintenance Yard 15 working days prior to the intended turn on date for testing.

The controller cabinet shall be powder coated white and include:

- Document drawer/shelf installed between the PDA and J-rack
- 2 Fans
- 2 light assembly with door switches installed in front and back of cabinet. Front door filter
- Best door locks
- I and J input racks
- PDA 2 power supply assembly
- Hardwired 8 phase 4 ped Output rack with P20 Ribbon Cable Polara Push Button Control Unit (PBCU)
- All necessary 242 AC isolator cards, 204 flashers, 200 load switches, and flash transfer relays
- 1 HS-P-SP-120-30A-RJ Surge suppressor
- All screws shall be Phillips head
- Square D 20amp single pole breaker. Part number QOU120

Acceptable 332L controller cabinet manufacturers:

McCain Traffic Supply
Econolight / Safetran Traffic Systems, Inc.
(or an approved equal)

Acceptable Conflict Monitors Unit manufacturers and models:

Eberle Design, Inc. 2010ECLip (or an approved equal)

The battery backup system shall be a Tesco model 2000VA battery backup system (or an approved equal) with

ambient temperature enclosure anodized aluminum powder coated white complete with six (6) 24-volt gel batteries with full LED operation and type 2 lock (46”H x 20” W x 10” D). With web SMNP/ Ethernet (IP addressable communication), Internal cabinet light with automatic door switch, and ON battery external indicating light.

When the controller cabinet is located at the back of walk the battery cabinet shall be mounted on the street side. When the controller cabinet is located close to the curb the battery cabinet shall be mount away from the street.

Bonding and Grounding

Traffic signal controller cabinet shall have a separate Green wire, #6 gauge (cabinet ground), from the cabinet ground buss to the service panel ground buss.

VEHICLE SIGNAL FACES

All vehicle signal heads, and visors shall be black, backplates shall be HIGH VISIBILITY black.

All vehicle indications shall be 12" incandescent look LED from the approved manufacturers listed on Caltrans Pre-Qualified Products List and have an incandescent look.

All signal heads shall be provided with HIGH VISIBILITY louvered backplates and tunnel visors.

The second sentence in the first paragraph in Subsection 86-1.02R (2) is amended to read:

2. Pipe fittings made of ductile iron, galvanized steel, or bronze.

All signal heads are to be covered with properly secured burlap or other approved bag, until the signal is approved by the Engineer to be placed into operation.

All signal heads mounted on a standard (except Type 1) shall be secured by the top of the center pipe to the signal standard by use of an approved stainless steel or galvanized metal spacer between the standard and the pipe and then banding the top of the pipe and spacer to the standard with 3/4" stainless steel banding material and buckle.

PEDESTRIAN SIGNALS AND PUSH BUTTONS

Pedestrian signals shall be black type A with countdown incandescent look LED UPRAISED HAND and WALKING MAN indications

Countdown incandescent look LED UPRAISED HAND and WALKING MAN indications shall be from the approved manufacturers listed on Caltrans Pre-Qualified Products List.

Pedestrian signals shall have a Z-crate front screen.

All Pedestrian Signals, mounting assemblies, and Push Buttons shall be coated lusterless black using the thermally applied powder coating process.

Pedestrian push buttons shall be mounted at a height of 42” from the sidewalk to the center of the button. Pedestrian push buttons shall be the ADA compliant BullDog Model BDL3-B (or an approved equal), with a stainless-steel button **laser etched with city seal** manufactured by Polara Engineering, Inc. Pedestrian push button assemblies shall be metal Type B and shall have the international symbol push button sign plates.

VEHICLE DETECTION

Video Detection

Video or loop detection shall be specified per location.

The Contractor shall provide and install video detection systems where shown on the plans. The contractor shall remove existing video detection or traffic loops and install a new video detection system [complete](#).

The video detection system per intersection shall include the following:

Iteris Next video detection system (or an approved equal) with:

- 1- MON-17HDMI- 17in. LCD monitor drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/ PAL)
- 1- NEXT-CCU-PAK-VantageNext CCU Unit, 1u box, supports up to 4 NEXT-VPs. Includes NEXT-CCU-SHIPKIT
- 2- NEXT-CAM-PAK- VantageNext Dual Video Processor (supports 2x Next-CAM). Includes NEXT-DVP-SHIPKIT
- 1- TS2CABLE-2070- #493024101 Cable Assembly, SDLC2 2070 controller
- TBD (by location)- VECTOR-NEXT- Vantage Vector Sensor Unit for VantageNext Platform; NTSC/PAL 115/230 VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included
- TBD (by location)- NEXT-CAM-PAK- VantageNext WDR Camera. Includes NEXT-CAN-SHIPKIT
- TBD (by location)-CAMBRKT4- Iteris Universal Mount Camera Bracket (standard mount)

TBD (by location)-CAT5E-SHLD-CABLE- Outdoor, UV Resistant, CAT5E Bulk Cable Iteris
Vantage Live 5-year cloud-based data service
Iteris Signal Performance Measurement 5-year cloud-based data service

Cameras shall be installed on the signal mast arm unless otherwise directed. Cameras shall be installed to align as shown on plan or with the center of the number 1 approach lane unless otherwise directed. The detection system shall include all necessary hardware and cabling to provide a complete system. The Contractor is responsible for the complete installation and setup of the detection system per the City of Lancaster standards.

The Contractor shall supply and install the manufacturer specified camera cable.

The camera cables shall run continuous from the 332-controller cabinet to the camera. Camera cables shall enter mast arm at 45-degree angle on the bottom far side and utilize a cord grip and drip loop.

All camera cables shall be color taped in all of the pull boxes and at each end of the cable termination. The camera cable shall also be phase numbered in the traffic signal cabinet termination.

Each cable shall be color coded to identify the cable at both ends and in each pull box by the number striping method. Color coding shall be as follows: red for northeast quadrant, white for southeast quadrant, blue for southwest quadrant, and green for northwest quadrant.

The Contractor shall coordinate with the Traffic Signal Department for the location, and equipment to be installed for the vehicle detectors. The Contractor shall notify the Traffic Signal Department no less than 48 hours in advance of proposed work on vehicle detectors. All work related to vehicle detectors shall be coordinated with the other construction activities. No separate payment shall be made for said coordination.

Existing Vehicle Detection Abandonment

Where vehicle detector loops are to be abandoned and replaced with a video detection system, the existing Detector Lead-in Cable (DLC) shall be removed from all conduits, the existing loop detectors shall be abandoned in place, and vehicle detector handholes shall be removed from the roadway. The Contractor shall remove vehicle detector handhole and the resulting void shall be filled with compacted crushed aggregate base (CAB) and Asphalt Concrete (AC) pavement. The AC pavement thickness shall be 1" plus the existing AC thickness or a minimum of 4". Payment for abandoning existing vehicle detection shall be included in the unit price for vehicle detection as shown in the Bid Schedule.

Loop Detection

All inductive loops shall be a 6' Type E or D with 3 turns as shown on the plans. All Type E loops shall conform to latest Caltrans Standard Plans (2018) ES-5B except a 9-foot separation between loops is required. Type 2 loop wire and DLC (detector lead in Cable) shall be provided per Caltrans Standard Plans. All new

installations shall include Type D loops in bike lanes, as the first loop in the left turn and thru lanes excluding the right turn only lanes. Type D loops shall conform to City of Los Angeles Standards. Loop wire shall be vertically stacked and tied or sealed together, as approved by the Engineer, prior to placement in the pavement saw-cut loop slot to prevent the loop wire from separating or floating upon placement in the slot.

The sealant for filling slots shall be an elastomeric sealant, and shall conform to the State Standard Specification 86- 5.01A (5), 3M detector sealant, BLACK 5000 (or an approved equal).

Conductors are installed in the slots cut in the pavement, the slots shall be filled with sealant to within one-eighth inch of the pavement surface. The sealant shall completely encapsulate the conductors. The sealant shall be a minimum of two inches thick above the top conductor in the saw cut. Before setting, surplus sealant shall be removed from the adjacent road surfaces without the use of solvents.

Where the detector loops are being placed immediately prior to the overlay or in the first lift, Asphalt Emulsion Sealant conforming to the State Standard Specification 8040 41A 15 shall be used in all saw cuts. The saw cuts shall be filled flush with the surface to be paved over. The sealant shall be a minimum of 1" thick above the top conductor.

The Contractor shall coordinate with the Traffic Signal Department for the location, number of, and alignment of vehicle detector loops. The Contractor shall notify the Traffic Signal Department no less than 48 hours in advance of proposed work on vehicle detectors. All work related to vehicle detectors shall be coordinated with the other construction activities. No separate payment shall be made for said coordination.

Where vehicle detector loops are to be replaced with a video detection system, vehicle detector handholes shall be abandoned. Contractor shall remove vehicle detector handholes and fill with A.C. pavement. Payment for removal of vehicle detector handholes shall be included in the unit price for vehicle detection as shown in the Bid Schedule.

Vehicle Detectors Damaged or Destroyed

Vehicle detectors that are damaged or destroyed during construction of the project shall be immediately replaced. No separate payment shall be made for replacing damaged or destroyed vehicle detectors. All work on vehicle detectors shall be in accordance with the Standard Specifications of the State of California, Department of Transportation, latest edition.

Those vehicle detectors damaged or destroyed as specified by the Plans or as directed by the Engineer, shall be replaced prior to the final marking and striping. Vehicle Detectors shall be scheduled for installation immediately after they are damaged. The Contractor, at his own risk, may choose to replace vehicle detectors prior to cold planing by placing the loops at a maximum depth of 3" below finished surface.

All existing D.L.C.s shall be removed. Conduits then shall be man drilled or cylindrical brush cleaned, and new D.L.C.s installed as required.

Vehicle Detector Handholes

All those vehicle detector handholes, or traffic signal interconnect handholes or traffic signal pull boxes, existing in areas to be paved or resurfaced, whether the handholes are shown on the Plans or not, shall be adjusted to finished grade within 24 hours of placement of the final lift of A.C. pavement. Any handholes existing in those areas shown on the Plans not to be removed and reconstructed shall be protected in place.

Any handholes damaged during construction shall be replaced or repaired to the satisfaction of the Engineer. No separate payment shall be made for protecting handholes in place, or for replacing or repairing damaged handholes.

Vehicle detector handhole grade adjustment rings are available from the following suppliers:

Christy Products, Brooks Products, Inc (or an approved equal).

HD IP CCTV CAMERA SYSTEM

High Definition (HD) IP CCTV camera system at locations shown on the plans and per these Special Provisions. All CCTV improvements locations shall be approved by the Engineer prior to work. The Contractor shall install all new HD IP CCTV camera units including camera assemblies, mounting brackets, cables, connectors, mid-span power injectors, Ethernet extenders, power supplies, CCTV viewing software and all accessories as required. Requirements (or approved equal):

Bosch MIC IP starlight 7100i Camera (or an approved equal)

1.1 SYSTEM DESCRIPTION

A. Section Includes

1. Video Surveillance Remote Devices

B. Performance Requirements

1. The HD PTZ camera shall be a full-featured, ruggedized unit designed for discrete video surveillance in outdoor applications including traffic monitoring (bridge, tunnel, or highways), perimeter protection, city surveillance, and mining.
2. The HD PTZ camera shall be a high performance 1/2-in. progressive scan day/night CMOS sensor with up to 1937 x 1097 (2.12 MP) resolution.
3. The HD PTZ camera shall produce a color image with a minimum scene illumination of 0.0047 lux and a monochrome image, when in the night mode, with a minimum illumination of 0.0013 lux at 30 IRE.

4. The HD PTZ camera shall comply with the IK10 impact rating and with the IP68 and TYPE 6P environmental protection rating.
5. The HD PTZ camera shall comply with the ISO 12944-6: C5-M (High); Aluminum Housing Components salt spray standard.
6. The HD PTZ camera shall be engineered to withstand high-impact or continuous low-frequency vibration.
7. The HD PTZ camera shall support the following dual, redundant power options:
 - a. Without illuminator:
 - 1) 24 VAC
 - 2) Bosch 60 W midspan (NPD-6001B)
 - b. With illuminator:
 - 1) 24 VAC
 - 2) Bosch 95 W indoor midspan (NPD-9501A) or 95 W outdoor midspan (NPD-9501-E)
 - c. The HD PTZ camera shall default to use power from the Midspan power supply, if connected.
 - d. The HD PTZ camera shall switch to the 24 VAC power supply if power from the midspan is lost, with no interruption to camera operation.
8. The HD PTZ camera shall provide Intelligent Tracking to continuously track objects in motion.
9. The HD PTZ camera shall offer High Dynamic Range (120 dB) for images with simultaneous bright and dark areas.
10. The HD PTZ camera shall provide direct network connection using H.264, H.265, and JPEG compression and bandwidth throttling to manage bandwidth and storage requirements efficiently while delivering outstanding image quality.
11. The HD PTZ camera shall offer embedded Intelligent Video Analysis (IVA) that eliminates dedicated PCs and associated software maintenance.
12. The HD PTZ camera shall be capable of detecting and tracking user-defined moving and non-moving objects. The objects shall be defined by the user by providing positive and negative samples of the target objects.
13. The HD PTZ camera shall conform to the ONVIF standard to provide interoperability with other conformant systems.
14. The HD PTZ camera shall offer configurable quad streaming with individually configurable HD streams.
15. The HD PTZ camera shall have an autofocus lens with 360x zoom (30x optical/12x digital).
16. The HD PTZ camera shall have variable pan and tilt speeds, and auto pivot capability for optimal camera control and viewing at all zoom levels.
17. The HD PTZ camera shall offer a defog image feature that assists the camera in registering a usable image when viewing foggy or other low-contrast scenes.
18. The HD PTZ camera shall be compatible with an optional, field-installable MIC

illuminator.

19. The HD PTZ camera shall be able to control the optional illuminator to produce white light to capture full scene details in color.
20. The HD PTZ camera shall be able to control the optional illuminator to produce 940 nm IR array to make invisible illumination.
21. The HD PTZ camera shall be able to control the optional illuminator to produce 850 nm IR array to allow detection of objects at a maximum distance of 550 m (1804 ft).
22. The HD PTZ camera shall be capable of operating in an outdoor environment within the following temperature range: -40 °C to +65 °C (-40 °F to +149 °F)
23. Camera shall have all steel gearing
24. Camera shall have No belts and No pressurization
25. Color- White

3-year warranty

The Contractor shall also furnish and install all associated accessories for complete installation on an existing traffic signal pole. This includes all mounting brackets, cables, couplers, and pole modification required to install the CCTV camera assembly per the manufacturer's specifications.

Approved accessories include (or approved equal):

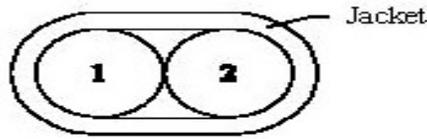
- Bosch pole mounting hardware for required installation
- Bosch power supply
- Bosch power / video cabling
- Bosch VMS license for camera

LUMINAIRES

All luminaires shall be BYD Lighting EL-27CE050 150W or EL-27CC050 120W (or an approved equal) TBD per plan

Type IV LED photoelectric controls shall be provided on each luminaire. The photoelectric cell shall be oriented to the north.

Luminaire wire shall be Two 12 AWG flat cable with an overall PVC jacket.

Cable Diagram

Components

Two 12 AWG Insulated Conductors

Conductor: 12 AWG, 19/.0185 bare copper

Insulation: .016" nominal wall of PVC (see color code)

Jacket: .005" nominal wall of Clear Nylon .134"

Cable Construction

Cabling: Two 12 AWG insulated conductors pulled in parallel at jacketing .134" x .268"

Jacket: .047" nominal wall of Black PVC .228" x .362"

Color Code

1. Black and printed "1 - ONE"

2. White and printed "2 - TWO"

Print**E73202 2/C 12 AWG 600V TYPE TC (UL) 90C DRY 75C WET SUN RES
DIR BUR --- LL41103 CSA AWM MI A/B 90C 600V FT1**

RequirementsTemperature: 90C (-40C Cold Bend)
Voltage: 600VApprovals: UL Type TC
CSA AWM, FT1

FIBER OPTIC COMMUNICATIONS

The Contractor shall be responsible for the installation, splicing, termination, and testing of the fiber optic cable and all related equipment/components.

The Contractor shall install the fiber optic cable in strict adherence to the manufacturer's recommended procedures.

All Fiber Optic Cable installations shall include fiber optic cables and detectable pull tape to remain for future to all conduits as defined on the plans and per these technical specifications. A solid No. 10 green bond wire shall be included for sections of new conduit installation.

Fiber Optic Cable shall consist of twelve (12) and four hundred thirty-two (432) strand single mode fiber optic SST- UltraRibbon cable

As defined herein: Fiber optic cable and materials shall be approved by the Engineer before ordering. Singlemode Fiber Optic Cable (SMFO) shall be continuous and unspliced between cabinets, with splicing permitted only at designated splice locations as shown on the plans.

During cable installation, the bend radius shall be maintained at a minimum of twenty times the outside diameter. In no case, shall the cable exceed the minimum bending radius of the cable for installation. At each intermediate pull box, provide at least two turns of slack of the fiber optic cable neatly coiled and secured. This slack could be used in the future for emergency cable repairs.

If adding new conductors or removing existing conductors; the Contractor shall remove all conductors, clean the conduit under Caltrans Section 86-2.05C, and pull all conductors in the conduit as 1 unit.

A minimum of 50 feet of slack shall be provided for each fiber optic cable at each splice vault. Slack shall be divided equally on each side of the fiber optic splice closure.

The project limit SMFO cable shall be tested end to end via OTDR, Power Meter and Light Source, in accordance with EIA Optical Test Procedure 171, and wavelengths specified for the OTDR tests. The differential in test results shall not exceed 0.5 dB. Should the link loss exceed the calculated link loss, the SMFO shall be removed and replaced only between the two stipulated splice points at contractor’s expense. Removal of small sections of cable and or additional splices shall not be permitted.

Fiber Termination Hardware

a. Fiber Optic Pigtails and Jumpers

A. General: To maintain channel integrity, optical fiber patch cords and pigtails shall be fabricated to meet the performance parameters corresponding to the optical fiber cable approved product type specified below. Patch cord and pigtail plug connectors shall be equipped with boots, and shall have same colors as related optical fiber backbone cables, unless specified or indicated otherwise. Optical fiber patch cords and pigtails shall be available with the following options as specified or indicated:

1. Termination types: LC/SC (unless otherwise specified)
2. Connector/cable configuration: Simplex and Duplex
3. Fire ratings: Riser or Plenum
4. Simplex patch cord outside diameters: 2.0 millimeters (0.079 inches)
5. Pigtails: Tight-buffered optical fiber, 0.9 millimeters (0.035 inches) outside diameter
6. Connectors for both pigtails and jumpers shall be factory polished and meet the following parameters:

Multimode Connectors 50/125 um					
Connector Type	Typical Insertion loss (dB)	Maximum Insertion loss	Ferrule	Housing	

		s (dB)			
LC	0.35	0.5	Ceramic	Composite	
SC	0.35	0.5	Ceramic	Composite	
Singlemode Connectors					
Connector Type	Typical Insertion loss (dB)	Maximum Insertion loss (dB)	Typical Reflectance (dB)	Ferrule	Housing
LC UPC	0.15	0.4	< -55	Ceramic	Composite
SC UPC	0.15	0.4	< -55	Ceramic	Composite

7. Standard Jumpers shall comply with the following:

- a. The jumper shall be a 2-fiber cable assembly terminated with LC duplex connectors on both ends. Jumpers shall also be available with LC duplex at one end and SC Duplex at the other end.
- b. Jumper shall be available in riser and plenum. Plenum or riser requirements shall be defined in scope of work.
- c. The jumper shall be constructed with a single 2 mm zip cord cable
- d. Jacket color shall be yellow for single-mode assemblies and aqua for multimode 50 um OM3/OM4 assemblies.
- e. Manufacturer: Corning (or an approved equal)

B. Full compensation for Fiber Optic Pigtails and Jumpers including furnishing all labor, material, equipment and incidentals necessary to perform the items of work shall be included in the various bid items of fiber termination hardware and no additional compensation will be allowed therefor.

b. Fiber Optic Adapter Panels

A. General Specifications

1. Rack and wall mountable connector housings shall accept an interchangeable connector panel. An adapter panel is defined as a modular removable plate containing optical fiber connector adapters.
2. Fiber optic adapter panels shall meet all requirements in this specification

B. Design Specifications: Corning LANscape CCH Adapter Panels and Pigtailed Panels (or an approved equal)

C. Physical Specifications

1. The adapter panel shall utilize a single mounting footprint and shall be interchangeable between the rack and wall mountable hardware used.

2. The panel shall be attached with two push-pull latches to allow quick installation and removal.
3. The adapter panel shall be available with industry standard single fiber and small form factor multi-fiber adapters, including the SC duplex, ST compatible, LC duplex and MTP.
4. The adapter panel shall OM3, OM4, and OS2 optical fiber.
5. Panels shall be manufactured from injection molded polycarbonate for structural integrity.
6. Panels shall be finished with a wrinkled black texture.
7. Pigtailed panel shall consist of an adapter panel as described above, factory-loaded with factory-terminated pigtails, 3 m in length. The pigtails shall be available in a variety of cable options, a MIC® Cable subunit or ribbon fiber.
8. Blank adapter panels shall be available to fill unused space within housings. The blank panels shall be manufactured from injection molded polycarbonate and shall be finished with a wrinkled black texture to match the housing. Housings shall be supplied with blank adapter panels for all available positions unless the housing is ordered with optical fiber adapters panels pre-installed. The blank panel shall be attached with at least two spring clips to allow quick installation and removal.
9. Manufacturer: Corning (or an approved equal)

c. Fiber Optic Splice Cassettes

A. General Specifications

1. Rack mountable housings shall accept an interchangeable splice cassette. A splice cassette is defined as a removable module that is capable of holding a connector panel and splice organizer for pigtail and through splicing applications.
2. Fiber optic splice cassettes shall meet all requirements in this specification

B. Design Specifications: Corning LANscape CCH Splice Cassettes (or an approved equal)

C. Physical Specifications

1. The splice cassette shall consist of a base constructed from injection-molded black plastic and a removable hinged lid or cover constructed from injection-molded tinted translucent plastic.
2. The splice cassette shall be available with pre-installed connector pigtails and panels.
3. The splice cassette shall allow one connector panel (as described in 2.3) to be installed into the base.
4. The splice cassette shall be able to hold and contain at least one meter of pigtail fiber slack on the interior floor of the base.
5. The splice cassette shall be able to hold and contain up to one meter of 2.0-3.0

- mm buffer tube slack or jacketed pigtail slack (up to 24 fiber) on the exterior bottom of the base.
6. The splice cassette shall contain a pivoting (and removable) splice tray above the base in a horizontal position that rotates up into a vertical position at least 90 degrees relative to the base allowing access to the base.
 - a. The splice tray shall contain one interchangeable splice organizer capable of holding up to (24) splice heat- shrinks, routing tabs and provisions for holding a total of two meters of 250- or 900-micron fiber slack, or 12- fiber ribbon slack (includes both incoming and outgoing fiber slack) and contain slots and provisions for installing cable ties ("ty-wraps") for securing incoming and outgoing buffer tubes and/or jacketed optical fibers.
 7. The splice cassette shall contain relief slots for holding up to two buffer tube transition ("fan-out") kits on either side of the base.
 8. The splice cassette shall contain two fiber retention tabs behind the connector panel location to maintain fiber below the connections and adapters in an installed connector panel.
 9. The splice cassette shall contain two flexible curved tabs for grasping the cassette during installation and removal from the main connector housings.
 10. The splice cassette shall contain integral slots on both sides of the cassette to hold and guide the cassette along tracks in the main connector housings.
 11. The splice cassette lid/cover shall contain two retention tabs that snap onto the base and also provide slots for securing in a closed position with cable ties ("ty-wraps").
 12. The splice cassette shall have a permanent U.L. label affixed that contains the following information: U.L. Listing number 41s4 (Communication Circuit Accessory), Country of Origin (for assembly) and Date and Lot number for manufacturing traceability.
 13. The splice cassette shall have a permanent Part Number label affixed that contains the following information: Product description, Product part number (manufacturer's catalog number), Product serial number, Country of manufacturer, and U.S. Patent number.
 14. Manufacturer: Corning (or an approved equal)

b. Fiber Optic Housings

A. General Specifications

1. Fiber Optic housings shall provide a means for securing, strain-relieving, protecting, and labeling of fiber optic cable terminations. Housings shall be available in both rack-mount and wall-mount configurations, and accept one standard adapter panel footprint for all housings.

2. Fiber optic housings shall meet all requirements in this specification

B. Design Specifications

1. Corning Closet Connector Housing (CCH), rack-mount (or an approved equal)

2. Rack-Mount Housing Specifications

- a. Housings shall be designed for rack-mounted or frame-mounted applications that support conventional cross-connection and interconnection schemes as well as splicing applications.
- b. Housings shall be available in 1U and 3U. One industry standard (EIA compliant) rack unit or panel height (denoted as 1U) is defined as being 44.45 mm (1.75”) in height in compliance with EIA-310-D (“Cabinets, Racks, Panels, and Associated Equipment”).
- c. The housings shall have capacity specifications as listed below in Table 2

Table 2: Rack Mount Housing Fiber Capacity

Unit Size	Panel Capacity	Housing Fiber Capacity, using:		
		6f / panel	12f / panel	24f / panel
1U	2	12	24	48
4U	12	36	144	288

- d. The housings shall meet the design requirements of ANSI/TIA/EIA-598 and the plastics flammability requirements of UL 94 V-0.
- e. The connector housings shall have a labeling scheme that complies with ANSI/TIA/EIA- 606.
- f. The housings shall be mountable in an EIA-310 compatible 465- or 592-mm rack.
 - i. The housings shall be mounted with a 12 cm frontal projection with the option to flush mount.
 - ii. The mounting brackets shall incorporate tear-drop shaped slots that allow pre-installation of the mounting screws prior to attachment of the mounting brackets to the rack or frame, by symmetric and of the same design for either side of the housing, attach to the side of the housing via screws or fasteners for the 1U, 2U, and 3U, slide into the side of the housing and attach in a “Snap-on” manner via flexible retention tabs or buttons for the 4U.
 - iii. The 4U housing rear assembly shall be removable from the mounting brackets through depressing internal buttons on both sides of the housing and sliding the housing off of the

mounting brackets.

- g. The housings shall support cross-connection, inter-connection and/or splicing applications and routing schemes in the same housing.
 - i. The housings shall accommodate direct connectorization via connector panels as specified herein.
 - ii. The housings shall accommodate pigtail splicing and through splicing via interchangeable splice cassettes, as specified herein.
- h. 1U/4U Housing
 - i. The housings shall have removable top covers, front and rear doors, and a slide-out drawer or tray, and be fully accessible from the top, rear and front sides.
 - ii. The housing's slide-out tray shall provide jumper routing guides in the front to protect and manage jumpers.
 - a. The slide-out tray shall incorporate and allow interchangeable attachment of three (3) jumper routing guides. They shall attach to either panel clip retention blocks or stackable rails. The routing guide shall incorporate an indentation on the top surface for grasping to manually assist with pulling out the sliding tray.
 - iii. The front of the housing and interior slide-out tray shall be accessible via a tinted translucent door. It shall also contain jumper egress openings on both sides.
 - a. The door shall be removable from metal hinges by removing a single screw on each side of the door.
 - iv. The rear of the housings and interior slide-out tray shall be accessible via a metal door. The rear door shall incorporate pre-stamped punch-out openings that will allow fiber optic cable to enter the housing perpendicular to the rear of the housing.
 - a. The rear door shall be removable from metal hinges by removing a single screw on each side of the door
 - v. The top of the housings shall be accessible via two slide-out top covers that converge and interface in the center of the housings via two alternating support tabs.
 - a. The top covers shall be made from tinted translucent injection-molded plastic and incorporate pockets or slots for containing two labels cards.

- vi. The housing shall provide means for strain-relieving fiber optic cables.
- vii. External strain-relief shall be achieved through attachment of an external strain-relief bracket that attaches onto either side of the housing via two fasteners.
 - a. The external strain-relief bracket shall be of a two-piece design that allows disassembly and reassembly such that it can be used in a universal fashion on either side of the housing and with either top or bottom cable entry into the housing.
- viii. Internal strain-relief shall be achieved through attachment of an internal strain relief bracket that mounts on the floor of the rear of the housing via retention studs and a spring-loaded plunger.
 - a. The internal strain-relief bracket be installable on either side of the rear of the housing and of a singular design for either side and be removable and its support plate shall not interfere with removal or sliding action of the interior tray.
- ix. The housing's interior tray shall contain provisions for routing and maintaining fiber optic cable components, including cable sub-units and buffer tuber, 900 um optical fiber, and buffer tube transition kits.
 - a. The sliding tray of the housing shall provide holes or slots for the installation (and removal) of fiber retention or slack management clips.
 - b. The sliding tray of the housing shall provide holes or slots for the installation (and removal) of transitional strain-relief clips
 - c. The sliding tray shall contain an embossed pattern that conveys the routing path that optical fiber and cable sub-units should follow in routing from cable entry to the fiber optic panels contain within the housing. Manufacturer: Corning (or an approved equal)

Underground Splice Enclosure

Corning Splice Closure (SCF) with Mechanical End Cap (or an approved equal) is designed for splicing fibers in aerial, duct and buried applications. These sealed canister closures are available in configurations that can accommodate from 72 to 576 single fiber splices, or from a 288- to 1296-fiber capacity if splicing ribbons.

Allowing reel-end to reel-end splicing in the open ribbon system (ORS), the SCF closures offer split end caps for convenient installation of uncut cables. The QUICKSEAL™ Mechanical Seal drop cable ports allow quick and easy installation during the initial build or for future expansion.

The consolidation of multiport tails for up to 24 flat cables is accomplished with optional add-a-cable kits. Designed for configuration flexibility, these closures offer expanded slack storage, various tray heights and mass platform storage.

Approval and Listings Telcordia GR-771 tested.

1.1.1 Splicing of Fiber Optic Cable

Splicing shall be performed by the fusion technique. Cables shall be prepared and spliced in accordance with the cable manufacturer's recommendations. **The Fiber Optic Cable being spliced shall be pulled back from the nearest intersection, spliced, and a new Fiber Optic cable shall be pulled back to the intersection.** Completed splices shall be protected by heat shrinkable tubing conforming to Section 209-3.8.3 Heat-Shrink Tubing of the Standard Specifications (Greenbook).

Completed splices shall be enclosed in re-enterable splice enclosures that seal to form a moisture resistant enclosure. The splice case or enclosure shall contain a removable splice organizer or crib that shall secure the individual fibers and protect the splices. The splice organizer or crib shall be attached to the steel strength members in the fiber optic cable and shall be bonded to a ground stud on the exterior of the splice case or enclosure. There shall be adequate space inside the enclosure to hold at least 3 feet (1m) of cable. Splice enclosures shall be specified in the Technical Specifications. Fiber optic cable shall only be spliced at the locations shown on the Plans or specified in these Technical Specifications.

The individual fibers shall be looped one full turn within the splice tray to avoid micro bending. A 45 mm minimum bend radius shall be maintained during installation and after final assembly in the optical fiber splice tray. Each bare fiber shall be individually restrained in a splice tray. The optical fibers in buffer tubes and the placement of the bare optical fibers in the splice tray shall be such that there is no discernible tensile force on the optical fiber.

All cables, panels, jumpers, ports and termination points shall be neatly labeled for use and direction by use of permanent label material. Hand-written labels shall not be allowed.

Contractor shall provide industry best terminations and fusion splices of fiber optic cable as depicted on the plans, as required in these Technical Specifications, and as directed by the Engineer.

Optical Fiber Connections and Requirements – Singlemode (SM) and Multimode (MM) Fiber

Optic Connections

- A. Adhere to all manufacturer installation guidelines.
- B. Connector shall be installed with less than 0.5 dB of attenuation per mated pair.
- C. SM and MM Connectors must be fusion-spliced utilizing factory polished pigtails with a maximum loss of 0.10 dB per splice.

IP Networking Equipment

Industrial Ethernet Edge Switch – **MOXA (12) 10/100TX + (4) 100/1000FX Managed Ethernet Switch** (or an approved equal) Installed inside traffic signal cabinets.

Model # **EDS-G516E-4GSFP-T** (Edge)

- 12 10/100BASE-T(X) Ports and 4 100/1000 SFP ports
- Designed to meet full compliance with the environmental requirements
- (ambient operating temperature, mechanical shock, vibration, humidity with condensation, high-line/ lowline voltage conditions and transient voltage protection) of NEMA TS-1/ TS-2 Specification for Traffic Signal Control Equipment.
- Operating Temperature: -40° C to +75° C.
- SNMP v1/v2c/v3, RMON & IEEE 802.1Q VLAN for secure network
- HTTPS/SSH protocol for enhanced network security
- Turbo Ring and Turbo Chain (recovery time < 50 ms @ 250 switches), RSTP/STP, and MSTP for network redundancy
- Supports MXstudio for easy, visualized industrial network management
- Rigid aluminum housing design provides for DIN-Rail or wall mounting
- 5-year Warranty
- 12 Port Fiber Optic Patch Panel
- Patch cables
- Power outlet strip

WIRELESS ETHERNET BROADBAND SYSTEM

The Contractor shall furnish and install a Broadband Wireless Radio Communications System [complete](#) where shown on these plans, consisting of wireless integrated radio antennas, antenna mounting brackets, lightning protectors, power/data cables, mid-span power injectors, couplers, connectors, conduit, and all other appurtenances to provide a fully functional wireless communication system to operate with the proposed traffic network system.

All wireless devices shall be hardened type equipment suitable for use in outdoor environment, IP67 rated

weatherproof units or approved equal.

The Contractor shall furnish and install the following equipment (or an approved equal):

Proxim Wireless Tsunami MP-10100

Series Model # MP-10150L-BS1-US,

MP-10150-SUR-US (or equivalent)

› Point-to-Multipoint system that delivers up to 866 Mbps data rate and covers distances up to 10 miles (16 km)

› Features dual Gigabit Ethernet ports with PoE out to power other devices such as surveillance cameras or additional radios

› Spectrum analyzer to analyze frequency bands for interference, and select the best available channel

› Implements AES encryption and Radius authentication for the most secure outdoor wireless communications in the unlicensed frequency spectrum

MIMO 2x2:2

Modulation OFDM with BPSK, QPSK, QAM16, QAM64, QAM256

Frequency 4.900 – 5.925 GHz (Subject to Country Regulations) Channel Size 80 MHz, 40 MHz and 20 MHz

Data Rate MCS 0 to 9 with Dynamic Data Rate Selection

TX Power Up to 28 dBm (dual chain)

TX Power Control 0 - 27 dB, in 1 dB steps. Automatic TPC with configurable EIRP limit

The proposed wireless Ethernet radios shall operate in the 5-5.8 GHz spectrum (unlicensed) in a Point- to-Multipoint (P2MP) topology. Master/remote radio designations shall be configured at each location in the field.

All wireless devices shall utilize 128-bit AES encryption protocol to maintain secure data transmissions.

The Contractor shall provide all necessary mounting hardware and cabling per the manufactures specifications to install and commission the equipment. Final placement of each radio antenna shall be determined by radio analysis performed in the field.

After the wireless communications devices have been installed, configured, and integrated a wireless network test shall be performed. Each link on the wireless network shall be tested to ensure data loss is less than 1% over a 24-hour period and network availability is 99% minimum uptime over that same period.

Technical support shall be provided for installation and activation of the broadband system. A copy of the wireless radio management system shall be provided to the Engineer at the time of acceptance.

At locations that require a wireless radio bracket extension, the Contractor shall furnish and install a 6' pole

most extension so that the wireless radio unit is mounted 35' above the roadway. The extension riser equipment shall be **Pelco Astro-Brac Triton series clamp kit** (or an approved equal). Mounting of the extension bracket shall be as shown on plans and per the manufacturer specifications.

SOLAR-POWERED RECTANGULAR RAPID FLASH BEACONS (RRFB) SYSTEM

Contractor shall construct Solar-Powered RRFB System by TAPCO (or approved equal) per the details, locations and standards as shown on the plans. All materials and workmanship shall conform to the latest specifications for public works construction (SSPWC), the General Provisions, these specifications and the Manufacturer Specifications (see Manufacturer's specifications in Appendix; Contractor is also responsible for obtaining specifications from Manufacturer and verifying all items/parts and hardware needed to install Solar-Powered RRFB Systems and poles complete).

Contractor shall provide and install the following items for Solar-Powered RRFB System:

- a. 2-RRFB-XL System (double-sided, extra-large) with 7" x 3" SAE J595 certified LED Arrays
- b. 2-Solar-assisted battery-powered system (includes fiberglass cabinet with lockable clasps and 55watt solar panel, 12V battery, 40AH)
- c. Wireless communication system for 2 RRFB's (900 MHz FHSS, 3-mile range, external antennas, connectivity and synchronized).
- d. Push-button activation for 2 RRFB's (ADA compliant)
- e. Caltrans Standard ES-7B, Electrical Systems Pole (2 total), Type 1-A, Detail A-1 (12' height).
- f. 4-Warning Signs W11-2.
- g. 4-Warning Signs W16-7p.
- h. Three-year warranty for entire system.

Any asphalt or concrete saw cutting and removals shall be covered under the Clearing, Grubbing and Removals bid item.

SOLAR-POWERED LED SIGN PEDESTRIAN CROSSWALK SYSTEM

Contractor shall construct Solar-Powered BlinkerSign Pedestrian Crosswalk System by TAPCO (or approved equal) per the details, locations and standards as shown on the plans. All materials and workmanship shall conform to the latest specifications for public works construction (SSPWC), the General Provisions, these specifications and the Manufacturer Specifications (see Manufacturer's specifications in Appendix; Contractor is also responsible for obtaining specifications from Manufacturer and verifying all items/parts and hardware needed to completely install Solar-Powered LED Sign Pedestrian Crosswalk Systems and poles).

Contractor shall provide and install the following items for each of two (2) Solar-Powered Pedestrian Crosswalk System:

- a. 2-BlinkerSign Pedestrian Crosswalk System (dual-sided) with High Intensity, 1 Watt LEDs, or approved equal
- b. 2-Solar-assisted battery-powered system (includes fiberglass cabinet with lockable clasps and 55watt solar panel, 48Ah battery)
- c. Wireless communication system, BlinkerBeam by Tapco or approved equal, for 2 locations (900 MHz FHSS, 3-mile range, external antennas, connectivity and synchronized).
- d. Push-button activation for 2 locations (ADA compliant)
- e. Caltrans Type 15-FBS, Standard ES-7J, Electrical Systems Pole (2 total), or approved equal
- f. 4-each of Warning Signs S1-1 or W11-2 and W16-7p per plan.
- g. Three (3) year warranty for entire system.

AC-POWERED LED SIGN PEDESTRIAN CROSSWALK SYSTEM

Contractor shall construct AC-Powered BlinkerSign Pedestrian Crosswalk System by TAPCO (or approved equal) per the details, locations and standards as shown on the plans. All materials and workmanship shall conform to the latest specifications for public works construction (SSPWC), the General Provisions, these specifications and the Manufacturer Specifications (see Manufacturer's specifications in Appendix; Contractor is also responsible for obtaining specifications from Manufacturer and verifying all items/parts and hardware needed to completely install AC-Powered LED Sign Pedestrian Crosswalk Systems and poles).

Contractor shall provide and install the following items for AC-Powered Pedestrian Crosswalk System: _

- a. 3 BlinkerSign Pedestrian Crosswalk Systems (single or dual-sided per plan) with High Intensity, 1 Watt LEDs, or approved equal
- b. 3-Side of Pole Mounted control cabinets, for 120 VAC power
- c. Wiring within 2" conduit from service cabinet to pole mounted control cabinet per manufacturer's specifications. 1.5" PVC conduit where wiring is not shared with street lighting.
- d. Wireless communication system, BlinkerBeam by Tapco or approved equal, for 2 locations (900 MHz FHSS, 3-mile range, external antennas, connectivity and synchronized).
- e. Push-button activation for 3 locations (ADA compliant), including pedestrian push button post per Caltrans Revised Standard Plan ES-7A, detail B, where shown.
- f. Caltrans Standard ES-7J, Electrical Systems Pole (1 total), Type 15-FBS, or approved equal
- g. 4-each of Warning Signs W11-2 and W16-7p.
- h. Three (3) year warranty for entire system.

SIGNAL TURN-ON

The Engineer and City shall be notified, in writing, at least forty-eight (48) hours prior to the intended turn-on. Signal turn-ons are limited to Monday thru Thursday between the hours of 8:00 a.m. and 2:30 p.m. All work shall be completed prior to turn-on. The signal may be placed in all red flash operation 24 hours prior to the intended turn-on

The Contractor shall provide and install temporary Signal Ahead (W3-3) warning signs with two orange warning flags on each approach to the intersection from the time of signal turn-on for a period of four weeks following signal turn-on. Signs shall be placed approximately 500 feet in advance of the intersection, or as directed by the Engineer. Where permanent Signal Ahead (W3-3) warning signs are installed, the Contractor shall provide and install two orange warning flags for four weeks. The Contractor shall remove the temporary signs and flags when the four-week period has expired.

On the day of turn-on, the Contractor shall have all pull boxes and mast arm base terminal compartments open and exposed so the City can conduct their inspection.

MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

Traffic signal system shutdowns shall be at the discretion of the City Engineer and are limited to periods between the hours of 8:00 a.m. and 2:30 p.m.

Night work will need to be approved by the Engineer and City staff at least seventy-two (72) hours prior to the work being done.

The Contractor shall furnish and place “Stop Ahead” and “Stop” signs to direct vehicle and pedestrian traffic through the intersection during traffic signal system shutdown. Temporary “Stop Ahead” and “Stop” signs shall be removed when the system is turned-on.

A minimum of two “Stop Ahead” and “Stop” signs shall be placed for each direction of traffic. If directed by the Engineer, the Contractor shall furnish and place additional “Stop” signs.

Full compensation for furnishing, installing, maintaining and removing temporary “Stop Ahead” and “Stop” signs, including any additional “Stop” signs, shall be considered as included in the contract lump sum price paid for the traffic signal and no additional compensation will be allowed therefore.

If the existing pole foundation requires removal prior to installing the new pole foundation the Contractor shall install a temporary signal pole and signal indications.

REMOVING ELECTRICAL EQUIPMENT

Equipment to be salvaged shall be delivered to the City of Lancaster, Maintenance Yard, 615 West Avenue H, Lancaster, California, and stockpiled at the discretion of the City Engineer or his designee, all unwanted equipment shall be disposed of by the contractor in accordance with Part D. The Contractor shall notify the Engineer a minimum of 48 hours prior to hauling salvaged equipment and/or material to be stockpiled. Equipment to be salvaged shall not be removed until their use is no longer required as determined by the Engineer.

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

5. **Obligations of the City.**

A. The City shall pay Contractor an amount not to exceed \$ _____ for all work necessary to complete the Services, as described in the Scope of Services and Rates Schedule. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, as set forth in Exhibit A.

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

6. **Obligations of the Contractor.**

A. Contractor shall perform as required by this Agreement and in accordance with the Scope of Services and Rates Schedule set forth in Exhibit A.

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

C. Contractor shall not subcontract any of the work required to perform the Services without the express prior written approval of the City.

7. **Hold Harmless and Indemnification.** Contractor agrees to indemnify and hold harmless the City, its elected officials, officers and employees, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney’s fees, incurred to the extent arising out of or related to Contractor’s negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Contractor agrees to defend the City, its officers and employees, using counsel of the City’s choosing, from and against any and all claims covered by the indemnity in the preceding sentence.

8. **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 City and Contractor.

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

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

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

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Contractor for personnel to perform any services under this Agreement. The City shall have access to all documents, data and records of Contractor and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

10. **Term; Effective Date.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the Contractor. This Agreement shall continue in full force and effect for [Term, e.g. twelve (12) months], unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and the Contractor may mutually agree in writing to extend the Term of this Agreement.

11. **Termination.**

A. For Convenience. The City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Contractor will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

B. For Cause. If Contractor fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, Contractor shall correct such failure within ten (10) days (or such longer period that the City may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, the City may immediately terminate the Agreement by written notice to Contractor.

C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents (collectively, "documents") related to the Services shall become the City's property. Contractor shall provide all documents to the City that have not yet been within ten (10) calendar days after termination of the Agreement.

12. **Independent Contractor.** Contractor is an independent Contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended.

13. **Insurance.**

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

Commercial General Liability

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

Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage
(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)

Commercial Automobile Liability

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

Workers Compensation

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

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

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

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

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

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

E. Contractor shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:
"[Name of the Project/Services/Title & Date of Event]"

The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.”

(3) List in the “Certificate Holder” section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

14. **Ownership of Documents.** All plans, specifications, reports, studies, maps and other documents prepared or obtained by Contractor in the course of performing the work and are required by this Agreement to be delivered to the City shall be the property of the City. Basic sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

15. **Data Provided to Contractor.** City shall provide to Contractor, without charge, all data, including reports, records, maps and other information, now in the City’s possession which may facilitate the timely performance of the work described in Exhibit A.

16. **Contractor’s Warranties and Representations.**

Contractor warrants and represents to City as follows:

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

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

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

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

17. **Resolution of Disputes.**

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

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

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

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

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

18. **Exhibits.**

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

Exhibit "A" Scope of Services and Rates Schedule

19. **Governing Law.**

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

[Signatures begin on following page]

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

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Jason Caudle, City Manager

Contractor:

By: _____
(Name, Title)

ATTEST:

Andrea Alexander, City Clerk

APPROVED AS TO FORM:

Allison E. Burns Esq., City Attorney

CONTRACT SUBMISSION APPROVAL:

Jeff Hogan, Senior Director - Development Services

Insurance Approved

SAMPLE

STAFF REPORT
City of Lancaster

CC 9
3/8/2022
JC

Date: March 8, 2022

To: Mayor Parris and City Council Members

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

Subject: **Approve an Increase in the Contract Amount for Cohen Ventures, Inc. DBA Energy Solutions for development of the Lancaster Community Solar Program**

Recommendation:

Approve an increase in the contract amount for Cohen Ventures, Inc. DBA Energy Solutions (Energy Solutions), by \$25,000.00 for the development of the Lancaster Community Solar Program. Authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

\$25,000.00 bringing the total contract amount to \$144,846.00. With these actions, sufficient funds are available in expenditure Account Nos. 101-4240-301 and 101-4791-301.

Background:

In February 2021, staff began working with Energy Solutions in the development of the City's Community Solar Program for approval by the California Energy Commission (CEC). Energy Solutions was selected to support the City due to their technical expertise and success in supporting the approval and development of similar community solar programs.

Energy Solutions has requested an increase to their budget to complete the outstanding assignments for this project, which include the development of Lancaster's program application and support throughout the CECs approval process. They have also requested an extension on their project timeline to twenty-four (24) months. Staff is currently working with Energy Solutions to complete the City's project application. Once the project application is complete, it will be submitted to the CEC for their review, comments and approval.

PG/sk

Attachments:

First Amendment to Professional Consultant Services Agreement

Exhibit A – Scope of Services

Executed Contract 2/21

FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT

The Agreement for Professional Services dated January 29, 2021 between the City of Lancaster (“City”) and Cohen Ventures, Inc. DBA Energy Solutions, (“Consultant”) is hereby amended, to be effective as of February 16, 2022. Specifically, the Parties desire to modify the contract by removing Task 2, changing the length of the agreement from 12 months to 24 months and adding an additional \$25,000 to the program budget, as set forth in Exhibit A and Appendix A of the Agreement.

Accordingly, the Agreement is hereby amended removing Task 2 from Exhibit A, Scope of Services, in its entirety, and by adding updating Appendix A in the Scope of Services, as follows:

Section – Appendix A

Appendix A: Budget Estimate

Task	Subtasks	Estimate (24 months)
<i>Lancaster</i>		
Task 1: Program Design and CEC Applicati on	<ul style="list-style-type: none">- Launch meeting and project plan- Stakeholder Engagement Plan- Program Design Workshop and Program- CEC Program Application, Review and- Client communication, invoicing and reporting	\$144,846
Total		\$144,846

The Parties acknowledge and agree that all other provisions set forth in the Agreement remain in full force and effect.

[Signatures begin on following page]

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

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Jason Caudle, City Manager

Dated: _____

COHEN VENTURES, INC. DBA ENERGY
SOLUTIONS
OAKLAND, CALIFORNIA

By: _____
Christine Riker, Director

Dated: _____

ATTEST:

Andrea Alexander, City Clerk

APPROVED AS TO FORM:

Allison Burns, City Attorney

CONTRACT SUBMISSION APPROVAL:

Trolis Niebla, Assistant City Manager



Energy Solutions is a mission-driven clean energy implementation firm specializing in programs that align with the market to deliver significant resource impacts. For 25 years we've been pioneering end-to-end, market-driven solutions that deliver reliable, large-scale and cost-effective savings to our utility, government, and private sector clients across North America. Our passionate, smart employee-owners are committed to excellence and to building long-lasting, trusted relationships with our clients.

Confidentiality Statement: Energy Solutions considers the following content in our proposal submission to be confidential company information: details of our market actor relationships (including testimonials and shared information/data); innovative program ideas and strategies; descriptions of the use and functionality of proprietary tools and unique and critical components of our successful program implementation, such as program design strategies, pricing, key stakeholder relationships and tools that we developed and honed through extensive participant outreach and large financial investments. Please request a redacted version if required.

Table of Contents

- 1. Statement of Work..... 2**
 - Task 1: Program Design and CEC Application 2
 - CEC Program Application 3
 - Task 3: Program Administration 5
- Appendix A: Budget Estimate..... 6**
- Appendix B: 2021 Rate Schedule..... 7**

1. Statement of Work

Task 1: Program Design and CEC Application

PROGRAM REVIEW AND PROJECT PLAN

Energy Solutions (referred to as the “Program Team”) will perform a full review of all regulatory filings, reports, and stakeholder input to date. This review of existing literature will ensure that input from the SMUD California Energy Commission (CEC) stakeholder process will be considered. The Program Team will also review best practices and direct specific subject matter interviews. The outcome of this review will be a Program Implementation Roadmap. This document will identify focused topics to be discussed with program stakeholders as well as areas of the program design that need additional clarification and definition.

PROGRAM MODELING

Energy Solutions will utilize our proprietary financial model, incorporating project development, administration and utility factors. The model will allow the team to try out various bill credit, administration fees, and utility fee scenarios that would place different percentages of the financial burden on specific parties.

Energy Solutions will also utilize Title 24 compliance software to model the impacts and energy savings that community solar would deliver to program participants. Model results will be used to show verification and code compliance for Lancaster’s proposed Community Solar Program. As the Statewide Codes and Standards Non-Residential Compliance Lead and engineering consultant for the Lancaster AEC and Richmond AEC CEC grant funded projects, Energy Solutions has extensive experience developing models through the Title 24 compliance software.

KICKOFF MEETING AND PROGRAM DESIGN WORKSHOP

The Energy Solutions Team will facilitate a Kickoff Meeting and Program Design Workshop to gather detailed requirements with stakeholders within the City of Lancaster. This will create initial alignment and quickly define the requirements for the CEC Application. Concurrently, the team will gather requirements to develop the internal operational guidelines and procedures. The workshop will be focused on the “discovery phase,” and will entail collecting all data requirements, including a working session with the Program Team to identify key stakeholder engagement strategies, and program design requirements. After the workshop, Energy Solutions will hold a meeting with City staff to present work products and receive feedback so that the requirements gathering process can be finalized and the Program Team can move to subsequent phases.

PROGRAM DESIGN

The Team will present initial recommendations and refine them throughout the stakeholder engagement process to arrive at a final program design. A major outcome of the Intensive Design Workshop will be to define the data flow and process for the Community Solar Program. The Program Team will also ensure that the program design meets the Building Standards six key requirements (availability, equivalency, benefits, durability, additionality, accountability).

CEC Program Application

STAKEHOLDER PRIMING AND ENGAGEMENT

Collaborating with stakeholders that might be impacted by the City of Lancaster's Community Solar Program implementation is a critical aspect of the community solar application process. Stakeholders provide support and valuable feedback on community solar program design. Stakeholders also help identify and address challenges to program implementation (e.g. cost-effectiveness, market barriers, technical barriers, or compliance and enforcement challenges). If the community solar application is generally supported by all stakeholders, then CEC staff do not have to commit as many staff resources to research public concerns, resolve conflicting claims, or develop counter proposals required for program administration approval. Working with stakeholders is critical for the development and approval of the CEC program application.

Energy Solutions will develop a Public Engagement Plan (PEP) detailing how the Program Team will engage with stakeholders throughout the CEC program application development and review process. The specific objectives of the PEP are to document strategies to engage stakeholders, standardize approaches to collecting stakeholder feedback, provide guidance on engaging with public stakeholders, identify protocols for documenting engagement, and establish metrics to assess public engagement throughout the application development and review process.

Energy Solutions will communicate with stakeholders through individual emails and stakeholder meetings. Each meeting will be preceded by an internal planning session to determine the objectives of the stakeholder meeting and to analyze the stakeholder's current and desired position. Additional avenues of communication may include public stakeholder meetings and surveys. A stakeholder engagement tracker will be used to optimize coordination and enable documentation of stakeholder correspondence so that the City of Lancaster can readily know which stakeholders have been and need to be reached.

Energy Solutions will identify all groups and individuals that should be included in outreach activities. An initial list of stakeholders will be compiled through a thorough review of the stakeholders involved in the SMUD community solar application public review process. Energy Solutions will coordinate with the City of Lancaster to identify specific stakeholders directly relevant to community solar project development in the Lancaster local area. The following are types of stakeholder groups that will be included in outreach activities:

- Builders
- Building Officials
- Building Owners
- Building Occupants
- California Energy Commission
- Compliance software vendors
- Developers
- Energy and environmental consultants and advocates
- Solar Associations
- Solar Contractors
- Solar Manufacturers
- Utilities

CEC PROGRAM APPLICATION DEVELOPMENT

Energy Solutions will develop the CEC community solar program administration application on behalf of the City of Lancaster. The application will, at a minimum, meet all key requirements for the community shared solar electric generation system compliance option documented in California Energy Code Title 24 Section 10-115(a)1-6. These requirements include an enforcement agency for installed systems, guaranteed energy performance, dedicated energy savings benefits, system durability, demonstration of savings to the dedicated building (additionality), and accountability and record keeping.

In addition to the requirements currently documented in Title 24, the program application will fully address proposed changes and additions to Section 10-115(a)1-6. These proposed changes, which originated from SMUD's community solar application review process and were discussed during a public CEC workshop held on December 8th, 2020, include local community solar siting requirements, community solar system sizing requirements, clear bill credit benefits for community solar participants, and a rooftop solar option requirement.

Detailed implementation and verification processes will be documented for each Title 24 requirement. These plans will be developed in close coordination with the City of Lancaster through Task 1, Program Design. The program application will also document additional aspects, including but not limited to pricing and supply documentation, sample agreements, mockups of participant bills showing community solar bill impacts, and proposed compliance documentation and software modifications to accommodate the City of Lancaster's Community Solar Program.

CEC PROGRAM APPLICATION REVIEW AND APPROVAL

Energy Solutions will coordinate with the City of Lancaster to submit Lancaster's Community Solar Program application to the California Energy Commission. The submission process will precede iterative discussions with the California Energy Commission on the proposed program design and implementation plan.

Once the program application has been submitted, Energy Solutions will carefully track all public comments filed on the CEC Community Shared System Applications Docket Log (19-BSTD-08). All public comments will be reviewed and summarized in a public comment tracker, which will be accessible to the City of Lancaster. The public comment tracker will also include a response plan for opposing comments, which can range from ongoing monitoring of the opposing stakeholder to a formal response on the CEC docket log.

Throughout the application review process, Energy Solutions will closely coordinate with the CEC to ensure that the program application advances to the approval stage. If it is determined that a revised application is necessary for program approval, Energy Solutions will coordinate with the CEC to streamline the revised application review process and to expedite the approval timeline.

Once the CEC has granted application approval, Energy Solutions will work with the City of Lancaster to initiate the pre-determined program implementation steps identified through efforts in Task 1, Program Design. Implementation will entail continued follow-up and collaboration with the CEC, including changes to Title 24 compliance software and documentation to accommodate Lancaster's Community Solar Program, and documentation, verification, and reporting to the California Energy Commission on the program requirements listed in Title 24 Section 10-115(a).

OVERALL PROJECT MANAGEMENT

Energy Solutions follows established professional project management principles, including dedicated and accountable staff, tracking of goals and metrics, strict budget control, and consistent reporting to clients and other stakeholders. The Program Manager will have the primary responsibility for tracking, reviewing, and reporting on the progress of the performance objectives and deliverables outlined in the project plan.

The Program Manager will deliver status reports and invoices monthly and will facilitate check-in calls following delivery to clarify the contents of the status report and invoice. The Program Manager will also discuss plans for the upcoming period and address strategies to ensure project success. Each report will include:

- Invoices
- Work status (in-progress, completed, or future) based on the scope of work
- Current program schedule and program cost based on a time-phased budget directly related to the scope of work
- Forecasts of program schedules and costs
- Issues or problems encountered (not constrained to technical issues) or those with potential impact to the project progress and completion
- Other items desired by City of Lancaster

1. Appendix A: Budget Estimate

Task	Subtasks	Estimate (24 months)
<i>Lancaster Community Solar</i>		
Task 1: Program Design and CEC Application	<ul style="list-style-type: none">- Launch meeting and project plan- Stakeholder Engagement Plan- Program Design Workshop and Program Modeling- CEC Program Application, Review and Approval Process- Client communication, invoicing and reporting	\$144,846
Total		\$144,846

ENERGY SOLUTIONS BILL RATES

2021 - 2022

LABOR CATEGORY	RATE (\$/hr)	
	2021	2022
001-Admin Assistant/Admin Associate	80	82
002-Intern	88	90
100-Analyst	112	115
103-Senior Analyst	132	135
101-Associate	152	156
110-Project Manager / Trade Ally Manager	171	175
210-Project Manager II / Trade Ally Manager II	189	193
710-Senior Project Manager / Senior Trade Ally Manager	221	226
740-Senior Manager / Associate Director	250	255
120-Engineer / Data Analyst II	185	189
220-Engineer II / Data Analyst III	200	204
720-Senior Engineer / Senior Data Analyst	233	238
723-Senior Staff Engineer	236	241
158-Information Systems Analyst / Data Analyst I	176	180
112-Software Project Manager / Software Product Owner	180	184
212-Software Project Manager II / Software Product Manager II	217	222
712-Senior Software Project Manager / Senior Software Product Owner	237	242
170-Software Engineer I / Quality Control Engineer I / Data Scientist I	180	184
270-Software Engineer II / Quality Control Engineer II / Data Scientist II	224	229
370-Software Engineer III / Quality Control Engineer III / Data Scientist III	234	239
770-Senior Software Engineer / Sr. Quality Control Engineer / Sr. Data Scientist	262	268
810-Director / Technical Director / Fellow / Engineering Fellow	264	270
812-Senior Director / IS Director / Senior Fellow / Senior Engineering Fellow	272	278
900-Vice President	280	286
910-Managing Director / Senior Vice President / C-Suite / Principal	288	294

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 29th day of January, 2021, by and between the CITY OF LANCASTER, a municipal corporation and charter city, (“City”), and Cohen Ventures, Inc. DBA Energy Solutions, a California corporation (“Consultant”) (collectively, sometimes referred to hereinafter as the “Parties”).

RECITALS

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

Community Solar Program Development (THE “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. CITY: City of Lancaster
- B. CONSULTANT: Cohen Ventures, Inc.

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

CITY City of Lancaster
Attn: Jason Caudle, City Manager
44933 North Fern Avenue
Lancaster, California 93534

CONSULTANT Energy Solutions
Attn: Contracts Administrator
449 15th Street, Suite 400
Oakland, CA 94612

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. **Description of Work.** The City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services set forth in the “Scope of Services and Rates Schedule,” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant shall perform and complete, in a manner satisfactory to the City, all work and services set forth in Exhibit “A.” The City Manager or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the City Manager, or his designee.

5. **Obligations of the City.**

A. The City shall pay Consultant an amount not to exceed \$119, 846 for all work necessary to complete the Services, as described in the Scope of Services and Rates Schedule. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, at the hourly rates set forth in Exhibit A.

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

6. **Obligations of the Consultant.**

A. Consultant shall perform as required by this Agreement and in accordance with the Scope of Services and Rates Schedule set forth in Exhibit A.

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

C. Consultant shall not subcontract any of the work required to perform the Services without the express prior written approval of the City.

7. **Hold Harmless and Indemnification.** Consultant agrees to indemnify and hold harmless the City, its elected officials, officers and employees, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney’s fees, incurred to the extent arising out of or related to Consultant’s negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Consultant agrees to defend the City, its officers and employees, using counsel of the City’s choosing, from and against any and all claims covered by the indemnity in the preceding sentence.

8. **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 City and Consultant.

9. **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. The City 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.

10. **Term; Effective Date.** 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 twelve (12) months, unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and the Consultant may mutually agree in writing to extend the Term of this Agreement.

11. **Termination.**

A. For Convenience. The City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Consultant will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

B. For Cause. If 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, Consultant shall correct such failure within ten (10) days (or such longer period that the City may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, the City may immediately terminate the Agreement by written notice to Consultant.

C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents (collectively, "documents") related to the Services shall become the City's property. Consultant shall provide all documents to the City that have not yet been within ten (10) calendar days after termination of the Agreement.

12. **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 City. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended.

13. **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	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage	
<i>(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)</i>	

Commercial Automobile Liability

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

Workers Compensation

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

Employers' Liability

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
<i>(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)</i>	

Professional Liability

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

Provide one of the following for cyber-related services**Technology Professional Liability**

<i>(Errors and Omissions)</i>	
Each Occurrence	\$2,000,000
General Aggregate	\$2000,000
<i>(Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant pursuant to this Agreement and shall include, without limitation, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as any applicable regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.)</i>	

Or**Cyber Liability Insurance**

Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

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

C. Professional liability and/or cyber insurance written on a "claims made" basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

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

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

F. Consultant shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:

Community Solar Program Development

The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."

(3) List in the "Certificate Holder" section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

14. **Ownership of Documents; Confidentiality.**

A. City Proprietary Rights. All plans, specifications, reports, studies, maps and other documents prepared or obtained by Consultant in the course of performing the work and are required by this Agreement to be delivered to the City shall be the property of the City. Basic sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

B. Consultant Proprietary Rights. Notwithstanding anything to the contrary, Consultant is, and shall remain, the sole and exclusive owner of all right, title and interest in and to all documents, works, data, know-how, methodologies, and materials provided or used by Consultant in connection with

performing work or services under this Agreement, in each case to the extent developed or acquired by Consultant prior to the Effective Date (the "Pre-Existing Materials"), including all intellectual property rights therein. Consultant hereby grants the City an irrevocable, perpetual, fully paid-up, royalty-free, non-exclusive license to use, display, publish, execute, reproduce, distribute, transmit, and modify any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the deliverables, work or services of Consultant under this Agreement and for any and all other lawful purposes. All other rights are expressly reserved by Consultant.

C. Confidential Information. The Parties acknowledge that during the term of this Agreement, one Party (the "Disclosing Party") may give the other Party (the "Receiving Party") access to certain confidential, secret and proprietary information, either orally or in writing or in printed, graphic or electronically recorded materials, records, data, specifications, formulas, technology, inventions, devices, products, methods, know-how, processes, financial data, specific client data and requirements, client and potential client lists, information concerning the Disclosing Party's employees, agents or divisions, pricing information, and other trade secrets (collectively, the "Confidential Information") which have been or will be developed and owned by the Disclosing Party.

D. Non-Disclosure. Except as otherwise specifically set forth herein, the Receiving Party will not, directly or indirectly, disclose, or cause or permit to be disclosed, to any person or to any entity whatsoever any Confidential Information that has been or is acquired by the Receiving Party pursuant to this Agreement, except where required by state or federal law, including without limitation, the California Brown Act, the California Public Records Act, and the Federal Freedom of Information Act . The Receiving Party may disclose the Confidential Information to only those employees of the Receiving Party only to the extent reasonably necessary and required in the discharge of the Receiving Party's duties, responsibilities and obligations as set forth in this Agreement. On termination of the Agreement, or at the request of the Disclosing Party before termination, the Receiving Party shall deliver to the Disclosing Party all material in the Receiving Party's custody or control relating to the Disclosing Party's business including all Confidential Information and shall not retain any copies of the materials so returned. The obligations concerning Confidential Information extend to information belonging to clients and suppliers of the Disclosing Party about whom the Receiving Party may have gained knowledge as a result of providing Services under this Agreement.

The Parties stipulate that as between them the Confidential Information consists primarily of important, material and confidential trade secrets (except to the extent that such information either is or becomes published or is or becomes a matter of public knowledge through no wrongful action of the Receiving Party). The parties further agree that the remedy at law for any breach of this subsection (D) "Non-Disclosure" would be inadequate and that, in addition to any other remedies the Disclosing Party may have at law or in equity, the Disclosing Party shall be entitled to temporary or permanent injunctive relief without the necessity of proving actual damages. Notwithstanding the preceding sentence, the parties further agree it is foreseeable that the breach by the Receiving Party of this Non-disclosure provision may result in substantial loss of profits or other damages to the Disclosing Party and that, in addition to any other remedies the Disclosing Party may have, the Disclosing Party shall be entitled to monetary damages upon proof.

In the event a subpoena or other legal process is served upon the Receiving Party that, pursuant to the requirement of a governmental agency or law of the United States of America or any state thereof (or any governmental or political subdivision thereof), requires the disclosure of the Disclosing Party's Confidential Information disclosed hereunder, the Receiving Party will notify the Disclosing Party

promptly upon receipt of such subpoena or other request for legal process, and will cooperate with the Disclosing Party, at the Disclosing Party's expense, in any lawful effort by the Disclosing Party to contest the legal validity or scope of such subpoena or other legal process.

15. **Data Provided to Consultant.** City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession which may facilitate the timely performance of the work described in Exhibit A.

16. **Consultant's Warranties and Representations.**

Consultant warrants and represents to City 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, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the 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 City, 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.

17. **Resolution of Disputes.**

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

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

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster,

California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

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

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

18. **Exhibits.**

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

Exhibit "A" Scope of Services and Rates Schedule

19. **Governing Law.**

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

20. **Effective Date.**

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

[Signatures begin on next page.]

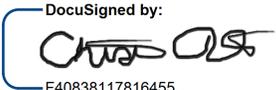
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By:  
8137GEA3D089472...
Jason Caudle, City Manager

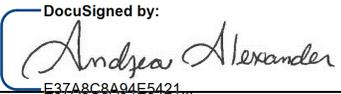
Dated: February 2, 2021 | 9:51:33 AM PST

ENERGY SOLUTIONS
OAKLAND, CALIFORNIA

By: 
F40838117816455...
Christine Riker, Director

Dated: February 2, 2021 | 9:39:13 AM PST

ATTEST:


E37A8C8A94E5421...
Andrea Alexander, City Clerk


19FCBB514D8B4FE...

APPROVED AS TO FORM:


032C592003B94CF...
Jocelyn Corbett, Assistant City Attorney

CONTRACT SUBMISSION APPROVAL:


D937FDBABD2B4E7...
Trolis Niebla, Assistant City Manager

EXHIBIT A

**SCOPE OF SERVICES
AND RATES SCHEDULE**



Energy Solutions is a mission-driven clean energy implementation firm specializing in programs that align with the market to deliver significant resource impacts. For 25 years we've been pioneering end-to-end, market-driven solutions that deliver reliable, large-scale and cost-effective savings to our utility, government, and private sector clients across North America. Our passionate, smart employee-owners are committed to excellence and to building long-lasting, trusted relationships with our clients.

Confidentiality Statement: Energy Solutions considers the following content in our proposal submission to be confidential company information: details of our market actor relationships (including testimonials and shared information/data); innovative program ideas and strategies; descriptions of the use and functionality of proprietary tools and unique and critical components of our successful program implementation, such as program design strategies, pricing, key stakeholder relationships and tools that we developed and honed through extensive participant outreach and large financial investments. Please request a redacted version if required.

Table of Contents

1. Statement of Work.....	2
— Task 1: Program Design and CEC Application	2
— CEC Program Application	3
— Task 3: Program Administration	5
Appendix A: Budget Estimate.....	6
Appendix B: 2021 Rate Schedule.....	7

1. Statement of Work

Task 1: Program Design and CEC Application

PROGRAM REVIEW AND PROJECT PLAN

Energy Solutions (referred to as the "Program Team") will perform a full review of all regulatory filings, reports, and stakeholder input to date. This review of existing literature will ensure that input from the SMUD California Energy Commission (CEC) stakeholder process will be considered. The Program Team will also review best practices and direct specific subject matter interviews. The outcome of this review will be a Program Implementation Roadmap. This document will identify focused topics to be discussed with program stakeholders as well as areas of the program design that need additional clarification and definition.

PROGRAM MODELING

Energy Solutions will utilize our proprietary financial model, incorporating project development, administration and utility factors. The model will allow the team to try out various bill credit, administration fees, and utility fee scenarios that would place different percentages of the financial burden on specific parties.

Energy Solutions will also utilize Title 24 compliance software to model the impacts and energy savings that community solar would deliver to program participants. Model results will be used to show verification and code compliance for Lancaster's proposed Community Solar Program. As the Statewide Codes and Standards Non-Residential Compliance Lead and engineering consultant for the Lancaster AEC and Richmond AEC CEC grant funded projects, Energy Solutions has extensive experience developing models through the Title 24 compliance software.

KICKOFF MEETING AND PROGRAM DESIGN WORKSHOP

The Energy Solutions Team will facilitate a Kickoff Meeting and Program Design Workshop to gather detailed requirements with stakeholders within the City of Lancaster. This will create initial alignment and quickly define the requirements for the CEC Application. Concurrently, the team will gather requirements to develop the internal operational guidelines and procedures. The workshop will be focused on the "discovery phase," and will entail collecting all data requirements, including a working session with the Program Team to identify key stakeholder engagement strategies, and program design requirements. After the workshop, Energy Solutions will hold a meeting with City staff to present work products and receive feedback so that the requirements gathering process can be finalized and the Program Team can move to subsequent phases.

PROGRAM DESIGN

The Team will present initial recommendations and refine them throughout the stakeholder engagement process to arrive at a final program design. A major outcome of the Intensive Design Workshop will be to define the data flow and process for the Community Solar Program. The Program Team will also ensure that the program design meets the Building Standards six key requirements (availability, equivalency, benefits, durability, additionality, accountability).

CEC Program Application

STAKEHOLDER PRIMING AND ENGAGEMENT

Collaborating with stakeholders that might be impacted by the City of Lancaster's Community Solar Program implementation is a critical aspect of the community solar application process. Stakeholders provide support and valuable feedback on community solar program design. Stakeholders also help identify and address challenges to program implementation (e.g. cost-effectiveness, market barriers, technical barriers, or compliance and enforcement challenges). If the community solar application is generally supported by all stakeholders, then CEC staff do not have to commit as many staff resources to research public concerns, resolve conflicting claims, or develop counter proposals required for program administration approval. Working with stakeholders is critical for the development and approval of the CEC program application.

Energy Solutions will develop a Public Engagement Plan (PEP) detailing how the Program Team will engage with stakeholders throughout the CEC program application development and review process. The specific objectives of the PEP are to document strategies to engage stakeholders, standardize approaches to collecting stakeholder feedback, provide guidance on engaging with public stakeholders, identify protocols for documenting engagement, and establish metrics to assess public engagement throughout the application development and review process.

Energy Solutions will communicate with stakeholders through individual emails and stakeholder meetings. Each meeting will be preceded by an internal planning session to determine the objectives of the stakeholder meeting and to analyze the stakeholder's current and desired position. Additional avenues of communication may include public stakeholder meetings and surveys. A stakeholder engagement tracker will be used to optimize coordination and enable documentation of stakeholder correspondence so that the City of Lancaster can readily know which stakeholders have been and need to be reached.

Energy Solutions will identify all groups and individuals that should be included in outreach activities. An initial list of stakeholders will be compiled through a thorough review of the stakeholders involved in the SMUD community solar application public review process. Energy Solutions will coordinate with the City of Lancaster to identify specific stakeholders directly relevant to community solar project development in the Lancaster local area. The following are types of stakeholder groups that will be included in outreach activities:

- Builders
- Building Officials
- Building Owners
- Building Occupants
- California Energy Commission
- Compliance software vendors
- Developers
- Energy and environmental consultants and advocates
- Solar Associations
- Solar Contractors
- Solar Manufacturers
- Utilities

CEC PROGRAM APPLICATION DEVELOPMENT

Energy Solutions will develop the CEC community solar program administration application on behalf of the City of Lancaster. The application will, at a minimum, meet all key requirements for the community shared solar electric generation system compliance option documented in California Energy Code Title 24 Section 10-115(a)1-6. These requirements include an enforcement agency for installed systems, guaranteed energy performance, dedicated energy savings benefits, system durability, demonstration of savings to the dedicated building (additionality), and accountability and record keeping.

In addition to the requirements currently documented in Title 24, the program application will fully address proposed changes and additions to Section 10-115(a)1-6. These proposed changes, which originated from SMUD's community solar application review process and were discussed during a public CEC workshop held on December 8th, 2020, include local community solar siting requirements, community solar system sizing requirements, clear bill credit benefits for community solar participants, and a rooftop solar option requirement.

Detailed implementation and verification processes will be documented for each Title 24 requirement. These plans will be developed in close coordination with the City of Lancaster through Task 1, Program Design. The program application will also document additional aspects, including but not limited to pricing and supply documentation, sample agreements, mockups of participant bills showing community solar bill impacts, and proposed compliance documentation and software modifications to accommodate the City of Lancaster's Community Solar Program.

CEC PROGRAM APPLICATION REVIEW AND APPROVAL

Energy Solutions will coordinate with the City of Lancaster to submit Lancaster's Community Solar Program application to the California Energy Commission. The submission process will precede iterative discussions with the California Energy Commission on the proposed program design and implementation plan.

Once the program application has been submitted, Energy Solutions will carefully track all public comments filed on the CEC Community Shared System Applications Docket Log (19-BSTD-08). All public comments will be reviewed and summarized in a public comment tracker, which will be accessible to the City of Lancaster. The public comment tracker will also include a response plan for opposing comments, which can range from ongoing monitoring of the opposing stakeholder to a formal response on the CEC docket log.

Throughout the application review process, Energy Solutions will closely coordinate with the CEC to ensure that the program application advances to the approval stage. If it is determined that a revised application is necessary for program approval, Energy Solutions will coordinate with the CEC to streamline the revised application review process and to expedite the approval timeline.

Once the CEC has granted application approval, Energy Solutions will work with the City of Lancaster to initiate the pre-determined program implementation steps identified through efforts in Task 1, Program Design. Implementation will entail continued follow-up and collaboration with the CEC, including changes to Title 24 compliance software and documentation to accommodate Lancaster's Community Solar Program, and documentation, verification, and reporting to the California Energy Commission on the program requirements listed in Title 24 Section 10-115(a).

OVERALL PROJECT MANAGEMENT

Energy Solutions follows established professional project management principles, including dedicated and accountable staff, tracking of goals and metrics, strict budget control, and consistent reporting to clients and other stakeholders. The Program Manager will have the primary responsibility for tracking, reviewing, and reporting on the progress of the performance objectives and deliverables outlined in the project plan.

The Program Manager will deliver status reports and invoices monthly and will facilitate check-in calls following delivery to clarify the contents of the status report and invoice. The Program Manager will also discuss plans for the upcoming period and address strategies to ensure project success. Each report will include:

- Invoices
- Work status (in-progress, completed, or future) based on the scope of work
- Current program schedule and program cost based on a time-phased budget directly related to the scope of work
- Forecasts of program schedules and costs
- Issues or problems encountered (not constrained to technical issues) or those with potential impact to the project progress and completion
- Other items desired by City of Lancaster

Task 2: Program Administration

Energy Solutions will provide support to operationalize the program design and execute a seamless program.

PROGRAM DOCUMENTATION/POLICIES

Energy Solutions will develop documentation outlining Energy Solutions' Internal Operating Procedures for the program. The Program Team utilizes similar process documentation, including a procedure manual and trainings, for similar programs it currently implements. This existing process documentation can be easily modified to account for differences or unique factors in the Lancaster Community Solar Program.

The **Program Handbook** outlines the Program's policies and procedures, serves as a guide to participation, provides incentive information and eligibility, and frequently asked questions.

The **Internal Operating Procedures** describes the step-by-step written description of the non-technical processes that the Energy Solutions program staff will during day-to-day implementation of the Program, including application review, Platform operations and workflow, customer service protocols, and accounting procedures. Once the internal process documentation is completed, the processing management team will train program staff on the new guidelines and requirements.

Quality assurance, timeliness, and efficiency are key components to the team's approach to administration activities. Program services and customer experience are improved by documenting and updating efficient process-mapping, benchmarking comparisons of planned results with actual results, and establishing feedback loops to continuously improve processes.

Appendix A: Budget Estimate

Task	Subtasks	Estimate (12 months)
<i>Lancaster Community Solar Estimate</i>		
Task 1: Program Design and CEC Application	<ul style="list-style-type: none"> - Launch meeting and project plan - Stakeholder Engagement Plan - Program Design Workshop and Program Modeling - CEC Program Application, Review and Approval Process - Client communication, invoicing and reporting 	\$100,824
Task 2: Program Administration Activities	<ul style="list-style-type: none"> - Program Handbook - Standard Operating Procedures 	\$19,022
Total		\$119,846

Appendix B: 2021 and 2022 Rate Schedule

ENERGY SOLUTIONS BILL RATES	
2021	
LABOR CATEGORY	RATE (\$/hr)
	2021
001-Admin Assistant/Admin Associate	80
002-Intern	88
100-Analyst	112
101-Associate	152
110-Project Manager	171
210-Project Manager II	189
710-Sr Project Manager	221
740-Senior Manager	250
120-Engineer	185
220-Engineer II	200
720-Sr Engineer	233
160-Information System Manager I	176
260-Information System Manager II	180
360-Information System Manager III	217
760-Senior Information System Manager	237
170-Software Engineer I	180
270-Software Engineer II	224
370-Software Engineer III	234
770-Senior Software Engineer	262
810-Director	264
830-IS Director	270
910-Officer/Principal	288

****Approval to use 2021 rates in 2022**



General Liability

Supplementary Payments (continued)

- b. release attachments;
but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
- D. costs taxed against the **insured** in the **suit**, except any:
1. attorney fees or litigation expenses; or
 2. other loss, cost or expense;
- in connection with any injunction or other equitable relief.
- E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

This insurance applies anywhere, provided the **insured's** responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

Who Is An Insured

Sole Proprietorships

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Who Is An Insured

(continued)

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for:

A. **bodily injury, advertising injury or personal injury:**

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
- your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or

B. **property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.



General Liability

Who Is An Insured (continued)

Volunteers

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

Permissive Users Of Mobile Equipment

With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

- A. persons driving such equipment on a public road with your permission are **insureds**; and
- B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**; but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an **insured** with respect to:

- **bodily injury** to any co-**employee** of the person driving the equipment; or
- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

Vendors

Persons or organizations who are vendors of **your products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to the **products-completed operations hazard**.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in **your products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your products**; or
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Who Is An Insured

Vendors (continued)

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises

Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
1. ownership, maintenance or use of any assets; or
 2. conduct of any person or organization whose assets, business or organization;



General Liability

Who Is An Insured

Limitations On Who Is An Insured (continued)

you acquire, either directly or indirectly, for any:

- **bodily injury** or **property damage** that occurred; or
- **advertising injury** or **personal injury** arising out of an offense first committed; in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds;**
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**, except damages included in the **products-completed operations hazard**; and
- **medical expenses**.

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage** included in the **products-completed operations hazard**.

Advertising Injury And Personal Injury Aggregate Limit

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of damages for **advertising injury** and **personal injury**.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**; and
- **medical expenses;**

arising out of any one **occurrence**.

Any amount paid for damages or **medical expenses** will reduce the amount of the applicable aggregate limit available for any other payment.

Conditions

Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)

- F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **occurrence** or offense.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit seeking damages from an insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**;
- B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;
- C. if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);

Conditions

(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **10-01-20** Policy No. **(21) 7175-05-47**
Insured **COHEN VENTURES, INC. DBA ENERGY SOLUTIONS**
Insurance Company **Federal Insurance Company**

Endorsement No.
Premium \$ **Incl.**

Countersigned By _____

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II – LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. – COVERAGE EXTENSIONS – of

SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.2. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

2. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

c. An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5).(a) - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following: "Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

STAFF REPORT
City of Lancaster

CC 10
3/8/2022
JC

Date: March 8, 2022

To: Mayor Parris and City Council Members

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

Subject: Award of Bid - RFP 752-22, Lancaster Performing Arts Center (LPAC) Lighting Improvements

Recommendation:

Award RFP 752-22, Lancaster Performing Arts Center (LPAC) Lighting Improvements, to L.V.H. Entertainment Systems, of Moorpark, California, in the amount of \$1,019,328.16 to provide new L.E.D. lighting units to the Lancaster Performing Arts Center (LPAC). 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).

Fiscal Impact:

\$1,019,328.16 to be awarded; sufficient funds are available in Capital Improvements Budget Account Numbers 213-11BS022-924, 227-11BS022-924, 228-11BS022-924, and 226-11BS022-924.

Background:

The City of Lancaster opened the Lancaster Performing Arts Center on November 22, 1991, as a premier performance space for City-sponsored entertainment events, as well as local music, dance and theater groups. This opening included facility assets of audio and lighting systems, that at the time, were industry standard and artist friendly.

As we celebrate LPAC’s 30th season, we are excited to replace LPAC’s facility assets, as many are currently in end of life status. In this case, the request is to replace LPAC’s existing stage lighting units with L.E.D., as well as replace outdated dimming and architectural control system components. The current lighting is obsolete, consumes high amounts of power, and is inflexible for current artist needs.

The proposed improvement project includes the following scope of work:

- Replace all existing stage lighting units on Main Stage and Bozigian Family Theatre with L.E.D. units

- Provide new lighting consoles to effectively program these new units
- Provide dimming system and architectural system components to match new L.E.D. standards
- Provide networking components for needed Digital Multi-Plexing (DMX) network to control new lighting
- Provide industry-standard cables and feeder boxes to power new lighting units

On November 18, 2021, the City conducted an electronic bid opening for RFP 752-22 via PlanetBids. One (1) sealed bid was received by the due date of February 18, 2022 at 2:00 pm. The bid received is as follows:

<u>Contractor</u>	<u>City</u>	<u>Bid Amount</u>
1. L.V.H. Entertainment Systems	Moorpark, CA	\$1,019,328.16

Attachment:

N/A

STAFF REPORT
City of Lancaster

CC 11
03/08/2022
JC

Date: March 8, 2022

To: Mayor Parris and City Council Members

From: George N. Harris II, Finance Director

Subject: **Award of Contracts for City’s new Enterprise Resource Planning (ERP) Software System to TYLER TECHNOLOGIES and to EMPHASYS SOFTWARE**

Recommendation:

Authorize the City Manager and/or his designee, with the concurrence of the City Attorney, to negotiate, finalize and execute the contracts and all related documents and addendums.

Fiscal Impact:

The fiscal impact will be \$2,550,354.00 initially for project implementation and licensing. Annual licensing for both systems totals \$805,385.00 for year 1 and will increase incrementally each year as detailed in the Background section below. This contract award is for five years and will be budgeted annually with the annual budget adoption.

An appropriation for FY22 has been included in the mid-year budget adjustment in the total amount of \$2,550,354.00 with \$1,744,969.00 to be deposited into 112-4315-301 and \$805,385.00 to be deposited into 112-4315-302.

Background:

The City of Lancaster is currently running its financials, budget, and purchasing transactions through ERP software provided by Cayenta/Harris Computers. Cayenta has been the City’s financial system since 1987. Technology has changed substantially over the last 35 years, however, the City’s financial system has not kept up with these changes. In the industry, it is recommended an ERP system be upgraded every 10-15 years, thus the current system has surpassed its recommended life-cycle.

In addition to the system being outdated, it is very limited in functionality. This has resulted in the staff having to create and access multiple spreadsheets and additional data sources outside of the financial system to maintain up-to-date and accurate information. Departments have purchased additional software solutions to meet their individual needs, and not all the systems integrate with one another. An all-in-one ERP solution would bring a set of tools, or modules, that talk to one another and share the same data throughout.

To begin the ERP replacement project, the Finance Department released a city-wide survey on issues involving our current ERP software and business processes. The results showed that the majority of respondents were not satisfied with Cayenta. The departments stated they would prefer a software that represented more accurate, real-time financial data and a tool that was user-friendly, intuitive, and robust.

In response, the Finance team created a steering committee group, the BooSTIRS (Building On Opportunities for STIR). This group, made up of over 15 City staff members focused on finding ways to better our software systems, such as the ERP, and improve business processes.

During the department meetings with the committee members, each group had an opportunity to share their specific requirements in a new ERP system.

After all the data was collected from the departments, the RFP for a new Enterprise Resource Planning (ERP) software system, business applications, and implementation services was drafted and released. The RFP initially received eight proposals from vendors. Through a rigorous committee evaluation process, four proposals were shortlisted to advance to the final round, the Proof of Capabilities (POC) evaluation. The four vendors invited to demonstrate their solution during a six (6) hour-long demonstration were Cayenta, Central Square, Tyler Munis, and Denovo.

After the first round of demonstrations, Tyler Munis and Denovo were the two top candidates among the group, and as such, were invited for a second demonstration.

Ultimately, the majority of evaluators rated Tyler as “Exceeds Expectations”. Tyler Technologies offered a wider set of integrated modules that fit the City of Lancaster’s needs assessment.

Tyler Munis

Tyler Technologies is a leader in the municipal government ERP space, with over 10,000 customers nationwide. Their MUNIS ERP is deployed by over 1,950 agencies, including over 130 California agencies. The Tyler’s Munis product is designed specifically for governments and integrates finance, purchasing, asset management, payroll, human resources, community development, and project/grant management. Tyler Munis is a modern cloud-based ERP that will provide gains in efficiency, allow for online and paperless processes, provide accurate and real-time reporting, and integrate business functions across the City.

Tyler Munis is a SaaS (software as a service) cloud solution, meaning City staff can access the software from mobile and smart devices to perform many of their tasks. The City will benefit from not having to purchase, maintain, and support costly hardware on-premise. The software is user-friendly and is similar to navigating a website. In addition, Tyler Munis is a complete ERP, so staff members will get real-time, accurate data from all modules. Tyler Munis is the solution to our department's needs ranging from purchase orders, vendor performance, long-range financial planning, asset management, work order management, as well as financial and budget insight tools. Tyler Munis is an ERP made for cities, and that is why they have the software solution that best fits our business practices.

The following page shows a comparison of the modules/solutions we currently have and the annual costs for each versus the benefit of acquiring the Tyler Munis and SymPro products. The solutions will cost the City annually \$752,785.00 for the Tyler Munis portion. The SymPro portion will be \$52,600.00 (\$40,500.00 for Licensing and Ongoing Maintenance and \$12,000.00 for Hosting costs) for the first year and will increase in years two and three by 4.59% and in years four and five by 4.6% for Licensing and Ongoing Maintenance costs, with the annual increase for the Hosting Costs staying consistent at 4.00% for years 2 through 5.

Tyler Munis Solution		Current Solutions	
Financial Management			
Accounting/GL	\$ 67,486	Accounting/GL	
Accounts Payable	\$ 19,807	Accounts Payable	
Purchasing	\$ 33,560	Purchasing	
Budgeting	\$ 19,807	Budgeting	
Accounts Receivable	\$ 16,458	Cayenta - Accounts Receivable	
General Billing	\$ 8,956	Cayenta - General Billing	
Contract Management	\$ 8,563	City does not currently have a solution	
Employee Expense Reimbursement	\$ 7,726	City does not currently have a solution	
Project & Grant Accounting	\$ 13,409	City does not currently have a solution	
Capital Assets	\$ 18,898	City does not currently have a solution	
Cash Management	\$ 13,836	City does not currently have a solution	
eProcurement	\$ 13,180	City does not currently have a solution	
Bid Management	\$ 8,563	City does not currently have a solution	
Quartred Asset Scanning Interface	\$ 2,794	City does not currently have a solution	
Total Finance	\$ 253,043	Total Finance	\$ 205,000
Human Resources Management			
ExecuTime Time & Attendance - Up to 750 Employees	\$ 16,197	ADP	
ExecuTime Time & Attendance Mobile Access	\$ 2,433	ADP	
Human Resources & Talent Management	\$ 7,671	ADP	\$ 114,314
Payroll w/ESS	\$ 9,795	Flock	\$ 15,000
Total HR	\$ 36,096	Total HR	\$ 129,314
Revenue Management			
Tyler Cashiering	\$ 24,818	POS - CLASS Cashiering	\$ 16,000
Total Revenue	\$ 24,818	Total Revenue	\$ 16,000
Civic Services			
Citizen Self Service	\$ 16,458	City does not currently have a solution	
Tyler GIS - provides general mapping and spatial analysis tools. Offers dynamic maps and GIS data and services via the web.	\$ 19,443	City does not currently have a solution	
Total Civic	\$ 35,901	Total Civic	\$ -
Enterprise Asset Management			
Asset Maintenance - Enterprise License	\$ 141,962	RTA - Up to 10 users	\$ 10,560.00
Asset Performance - Enterprise License	\$ 35,560	IMGis - Work management system does not integrate with financials. Limited capabilities. Only used for Utilities	\$ 39,000.00
Total EAM	\$ 177,522	Total EAM	\$ 49,560
Document Management			
Tyler Content Manager Enterprise	\$ 38,502	City does not currently have a solution	
Total Document Management	\$ 38,502	Total Document Management	\$ -
Data Insights			
Munis Analytics & Reporting W/ Executive Insights	\$ 30,701	City does not currently have a solution	
Socrata Capital Project Explorer	\$ 12,555	City does not currently have a solution	
Socrata Open Finance	\$ 23,436	City does not currently have a solution	
Total Data Insights	\$ 66,692	Total Data Insights	\$ -
Additional			
Tyler Ready Forms Processing Software (including Common Form Set)	\$ 13,171	City does not currently have a solution	
Total Additional	\$ 13,171	Total Additional	\$ -
Integrations			
DocuSign Signature Service Annual Fee	\$ 8,788	City does not currently have a solution	
Munis API Toolkit Bundle	\$ 27,862	City does not currently have a solution	
Total Integrations	\$ 36,650	Total Integrations	\$ -
Other Services			
PACE 9	\$ 11,025	City does not currently have a solution	
Tyler Detect	\$ 37,000	City does not currently have a solution	
Pattern Stream Automated Document Service	\$ 22,365	City does not currently have a solution	
SymPro	\$ 52,600	City does not currently have a solution	
Total Recurring Services	\$ 122,990	Total Recurring Services	\$ -
Grand Total (Replacement Solutions)	\$ 226,988		
Grand Total (New)	\$ 578,397		
Grand Total	\$ 805,385	Grand Total (Replacement Solutions)	\$ 399,874

The following page shows comparison of the modules/solutions we currently have and mPro

The full solution will be integrated within three main phases, each hitting key milestones for going live with the software solutions. Each phase includes: evaluating the City's current workflows and business processes; identifying new processes to function within the new ERP; planning and translating those processes into the new ERP; updating processes to current best practices enabled by the new ERP; testing the functionality and accuracy of the processes built into the new ERP, and training all users. The complete transition to the Munis ERP is expected by July 2024.

SymPro Treasury Management

For over 30 years, Emphasys SymPro has provided integrated solutions to automate and simplify core investment, debt, and cash accounting operations.

SymPro provides municipality and governmental agency debt managers with a comprehensive, user-friendly library of information on outstanding obligations. Users of the system have instant access to information regarding all present and past issuances of debt, including:

- Detailed debt service schedules broken down to the CUSIP level.
- Detailed sources and uses of funds.
- Call structures and any redemption of debt.
- Allocations of debt service to various funds.
- Other information, such as financing participants, rating history, etc.

The Sympro solution will allow the City to obtain the following goals:

1. To modernize the administrative business processes associated with treasury investment and related technology systems that currently support business operations.
2. To automate the cash reporting, positioning, forecasting, and collateralization processes, improve visibility into the City's cash balances and investment positions; and automate the department's current paper and Excel-based processes.
3. Will enable the Finance Department to perform sophisticated fixed income analytics at the security-, portfolio-, and benchmark- levels.

Attachments:

1. Tyler Technologies Quote
2. Emphasys Software Quote



Quoted By: Jennifer Wahlbrink
 Quote Expiration: 03/28/22
 Quote Name: City of Lancaster-ERP-Munis-Financials
 Quote Description: 2-9-22 City of Lancaster v.3
 SaaS Term: 5.00

Sales Quotation For:

City of Lancaster
 44933 Fern Ave
 Lancaster CA 93534-2483
 Phone: +1 (661) 723-6000

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL	1	244	\$ 74,985
Accounts Payable	1	72	\$ 22,008
Bid Management	1	36	\$ 9,514
Budgeting	1	88	\$ 22,008
Capital Assets	1	88	\$ 20,998
Cash Management	1	52	\$ 15,373
Contract Management	1	36	\$ 9,514
Employee Expense Reimbursement	1	72	\$ 8,584
eProcurement	1	52	\$ 14,644
Project & Grant Accounting	1	72	\$ 14,899
Purchasing	1	208	\$ 37,289
Quatred Asset Scanning Interface	1	36	\$ 3,104
Human Resources Management			
ExecuTime Time & Attendance - Up to 750 Employees	1	128	\$ 17,997
ExecuTime Time & Attendance Mobile Access	1	0	\$ 2,703

Human Resources & Talent Management	1	88	\$ 8,523
Payroll w/ESS	1	168	\$ 10,883
Revenue Management			
Accounts Receivable	1	156	\$ 18,287
General Billing	1	88	\$ 9,951
Tyler Cashiering	1	72	\$ 27,576
Civic Services			
Citizen Self Service	1	96	\$ 18,287
Tyler GIS - Site License	1	0	\$ 21,603
Enterprise Asset Management			
Asset Maintenance - Site License	1	436	\$ 157,736
Asset Performance - Site License	1	244	\$ 39,511
Document Management			
Tyler Content Manager Enterprise	1	144	\$ 42,780
Data Insights			
Munis Analytics & Reporting w Executive Insights	1	128	\$ 34,113
Socrata Capital Projects Explorer	1	0	\$ 13,950
Socrata Open Finance	1	0	\$ 26,040
Additional			
Tyler ReadyForms Processing Software (including Common Form Set)	1	0	\$ 14,634
Integrations			
DocuSign Signature Service - Annual Fee	1	16	\$ 9,765
Munis API Toolkit Bundle	1	48	\$ 30,958
Recurring Services			
PACE 9	1	0	\$ 11,025
Tyler Detect	1	0	\$ 37,000
Sub-Total:			\$ 806,242
<i>Less Discount:</i>			<i>\$ 75,822</i>
TOTAL		2868	\$ 730,420

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
50% of Dedicated Project Manager (Monthly)	36	\$ 14,800	\$ 532,800	\$ 0
60/40 (Tyler 40%) Work Split - remote	952	\$ 185	\$ 176,120	\$ 0
Additional Hours - As Needed - on site	144	\$ 210	\$ 30,240	\$ 0
Custom Documentation - Modules In Scope	616	\$ 185	\$ 113,960	\$ 0
Extended Analysis - Modules In Scope	128	\$ 185	\$ 23,680	\$ 0
Install Fee - Socrata Capital Projects Explorer	1	\$ 4,200	\$ 4,200	\$ 0
Install Fee - Socrata Open Finance	1	\$ 7,000	\$ 7,000	\$ 0
Install Fee - Tyler Detect	1	\$ 1,000	\$ 1,000	\$ 0
Munis Executive Insights Implementation	1	\$ 10,500	\$ 10,500	\$ 0
Sal & Benefit -HCM Setup - remote	136	\$ 185	\$ 25,160	\$ 0
Tyler ReadyForms Processing Configuration	1	\$ 3,000	\$ 3,000	\$ 0
Conversions			\$ 87,900	\$ 0
Onsite Implementation	760	\$ 210	\$ 159,600	\$ 0
Remote Implementation	2108	\$ 185	\$ 389,980	\$ 0
TOTAL			\$ 1,565,140	\$ 0

Transaction Fees

Description
Munis Tyler Payments

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total
Cash Drawer	5	\$ 260	\$ 0	\$ 1,300	\$ 0	\$ 0	\$ 0
Hand Held Scanner - Model 1950GSR	5	\$ 450	\$ 0	\$ 2,250	\$ 0	\$ 0	\$ 0
Hand Held Scanner Stand	5	\$ 30	\$ 0	\$ 150	\$ 0	\$ 0	\$ 0
Pattern Stream Automated Document System - Implementation	64	\$ 175	\$ 0	\$ 11,200	\$ 0	\$ 0	\$ 0

Pattern Stream Automated Document System - SaaS	1	\$ 0	\$ 0	\$ 0	\$ 22,365	\$ 0	\$ 22,365
Printer (TM-S9000)	5	\$ 1,623	\$ 0	\$ 8,115	\$ 0	\$ 0	\$ 0
Quatred Bar Code Printer Kit	1	\$ 1,095	\$ 0	\$ 1,095	\$ 0	\$ 0	\$ 0
Quatred Barcode Reader - QUICK Fixed Asset	1	\$ 3,297	\$ 0	\$ 3,297	\$ 0	\$ 0	\$ 0
Quatred QUICK Fixed Asset Starter Kit	1	\$ 7,292	\$ 0	\$ 7,292	\$ 0	\$ 0	\$ 0
Quatred Remote Professional Services	1	\$ 2,880	\$ 0	\$ 2,880	\$ 0	\$ 0	\$ 0
Tyler Secure Signature System with 2 Keys	1	\$ 1,650	\$ 0	\$ 1,650	\$ 0	\$ 0	\$ 0
TOTAL					\$ 39,229		\$ 22,365

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 730,420
Total Tyler Services	\$ 1,565,140	\$ 0
Total Third-Party Hardware, Software, Services	\$ 39,229	\$ 22,365
Summary Total	\$ 1,604,369	\$ 752,785
Contract Total	\$ 5,278,834	
Estimated Travel Expenses excl in Contract Total	\$ 83,610	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Accounting/GL				
AC - Actuals up to 3 years	1	\$ 2,000	\$ 0	\$ 2,000
2021-277524-Z8G2Y6				

AC - Budgets up to 3 years	1	\$ 2,000	\$ 0	\$ 2,000
Accounts Payable				
AP - Checks up to 5 years	1	\$ 4,500	\$ 0	\$ 4,500
AP - Invoice up to 5 years	1	\$ 5,500	\$ 0	\$ 5,500
AP Standard Master	1	\$ 3,000	\$ 0	\$ 3,000
Asset Maintenance				
AM - Closed WO History No Cost Data	1	\$ 6,500	\$ 0	\$ 6,500
AM - WO History With Cost Data	1	\$ 6,500	\$ 0	\$ 6,500
AM - Work Order Asset	1	\$ 8,500	\$ 0	\$ 8,500
Capital Assets				
CA - History	1	\$ 2,500	\$ 0	\$ 2,500
CA Std Master	1	\$ 4,500	\$ 0	\$ 4,500
Contract Management				
Contracts	1	\$ 6,000	\$ 0	\$ 6,000
General Billing				
GB - Bills up to 5 years	1	\$ 5,000	\$ 0	\$ 5,000
GB - Recurring Invoices	1	\$ 4,000	\$ 0	\$ 4,000
GB Std CID	1	\$ 2,200	\$ 0	\$ 2,200
Payroll/HR				
HR Human Resources - PM Action History up to 5 years	1	\$ 1,400	\$ 0	\$ 1,400
HR Human Resources - Recruiting	1	\$ 1,400	\$ 0	\$ 1,400
PR Payroll - Accrual Balances	1	\$ 1,500	\$ 0	\$ 1,500
PR Payroll - Accumulators up to 5 years	1	\$ 1,400	\$ 0	\$ 1,400
PR Payroll - Check History up to 5 years	1	\$ 1,200	\$ 0	\$ 1,200
PR Payroll - Deductions	1	\$ 1,800	\$ 0	\$ 1,800
PR Payroll - Earning/Deduction Hist up to 5 years	1	\$ 2,500	\$ 0	\$ 2,500
PR Payroll - Standard	1	\$ 2,000	\$ 0	\$ 2,000
Project and Grant Accounting				
PG - Actuals up to 3 years	1	\$ 2,000	\$ 0	\$ 2,000

PG - Budgets up to 3 years	1	\$ 2,000	\$ 0	\$ 2,000
Purchasing				
Purchase Orders - Standard	1	\$ 4,000	\$ 0	\$ 4,000
Purchasing - Standard	1	\$ 4,000	\$ 0	\$ 4,000
TOTAL				\$ 87,900

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Human Resources Management			
Recruiting	1	16	\$ 2,404
Civic Services			
EnerGov Business Management Suite	20	256	\$ 33,020
EnerGov Citizen Self Service - Business Management	1	36	\$ 14,995
EnerGov Citizen Self Service - Community Development	1	36	\$ 14,995
EnerGov Community Development Suite	60	776	\$ 99,060
EnerGov Core Foundation Bundle	1	24	\$ 3,027
EnerGov Decision Engine	1	8	\$ 11,625
EnerGov e-Reviews	1	120	\$ 28,022
EnerGov iG Workforce Apps	30	16	\$ 16,530
EnerGov Report Toolkit	1	0	\$ 2,752
Parks and Recreation	1	104	\$ 28,411
Tyler 311/Incident Management	1	80	\$ 14,450
Data Insights			
EnerGov Advanced Automation Bundle w Executive Insights	1	40	\$ 5,504
Subscription Fees			
ACFR Statement Builder	1	32	\$ 9,960
TOTAL:		1544	\$ 284,755

Optional Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Conversion			\$ 8,925	\$ 0
Onsite Implementation	404	\$ 210	\$ 84,840	\$ 0
Remote Implementation	1140	\$ 185	\$ 210,900	\$ 0
TOTAL			\$ 304,665	\$ 0

Optional Conversion Details (Prices Reflected Above)

Description	Quantity	Unit Price	Discount	Total	
Tyler 311					
Tyler 311 / Tyler Incident Management		1	\$ 8,925	\$ 0	\$ 8,925
TOTAL				\$ 8,925	

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Civic Services			
Citizen Self Service	\$ 18,287	\$ 1,829	\$ 16,458
Tyler GIS - Site License	\$ 21,603	\$ 2,160	\$ 19,443
Financial Management			
Accounting/GL	\$ 74,985	\$ 7,499	\$ 67,486
Accounts Payable	\$ 22,008	\$ 2,201	\$ 19,807
Bid Management	\$ 9,514	\$ 951	\$ 8,563
Budgeting	\$ 22,008	\$ 2,201	\$ 19,807
Capital Assets	\$ 20,998	\$ 2,100	\$ 18,898
Cash Management	\$ 15,373	\$ 1,537	\$ 13,836

Contract Management	\$ 9,514	\$ 951	\$ 8,563
Employee Expense Reimbursement	\$ 8,584	\$ 858	\$ 7,726
eProcurement	\$ 14,644	\$ 1,464	\$ 13,180
Project & Grant Accounting	\$ 14,899	\$ 1,490	\$ 13,409
Purchasing	\$ 37,289	\$ 3,729	\$ 33,560
Quatred Asset Scanning Interface	\$ 3,104	\$ 310	\$ 2,794
Integrations			
DocuSign Signature Service - Annual Fee	\$ 9,765	\$ 977	\$ 8,788
Munis API Toolkit Bundle	\$ 30,958	\$ 3,096	\$ 27,862
Additional			
Tyler ReadyForms Processing Software (including Common Form Set)	\$ 14,634	\$ 1,463	\$ 13,171
Data Insights			
Munis Analytics & Reporting w Executive Insights	\$ 34,113	\$ 3,412	\$ 30,701
Socrata Capital Projects Explorer	\$ 13,950	\$ 1,395	\$ 12,555
Socrata Open Finance	\$ 26,040	\$ 2,604	\$ 23,436
Revenue Management			
Accounts Receivable	\$ 18,287	\$ 1,829	\$ 16,458
General Billing	\$ 9,951	\$ 995	\$ 8,956
Tyler Cashiering	\$ 27,576	\$ 2,758	\$ 24,818
Human Resources Management			
ExecuTime Time & Attendance - Up to 750 Employees	\$ 17,997	\$ 1,800	\$ 16,197
ExecuTime Time & Attendance Mobile Access	\$ 2,703	\$ 270	\$ 2,433
Human Resources & Talent Management	\$ 8,523	\$ 852	\$ 7,671
Payroll w/ESS	\$ 10,883	\$ 1,088	\$ 9,795
Enterprise Asset Management			
Asset Maintenance - Site License	\$ 157,736	\$ 15,774	\$ 141,962
Asset Performance - Site License	\$ 39,511	\$ 3,951	\$ 35,560
Recurring Services			
PACE 9	\$ 11,025	\$ 0	\$ 11,025
Tyler Detect	\$ 37,000	\$ 0	\$ 37,000
Document Management			
Tyler Content Manager Enterprise	\$ 42,780	\$ 4,278	\$ 38,502
TOTAL	\$ 806,242	\$ 75,822	\$ 730,420

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

EnerGov Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 5 unique business transactions, 5 template business transactions, 3 geo-rules and 3 automation events. Configuration elements beyond this will be owned by the client.

EnerGov Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 10 unique business transactions, 10 template business transactions, 5 geo-rules and 5 automation events. Configuration elements beyond this will be owned by the client.

Tyler Content Manager Enterprise includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for products that are not named users are based on 125 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Additional required hardware will be purchased by the client directly through Quatred.

Quatred Barcode Printer Kit - GK420T Thermal Transfer Printer with 1 roll 2" x 1" (2530 labels/roll) synthetic labels, 1 roll resin ribbon, label printing software. Includes: 3 years comprehensive extended maintenance.

Quatred Barcode Reader - QUICK Fixed Asset: QUICK Fixed Asset Software, NX6 Rugged Mobile Scanning Device with 2D Imager, WLAN, Bluetooth, GPS, Camera, Android 8.1 OS, Power supply, with 3 Year All-Inclusive depot repair/replace coverage.

Quatred QUICK Fixed Asset Starter Kit: QUICK Fixed Asset Software, NX6 Rugged Mobile Scanning Device with 2D Imager, WLAN, Bluetooth, GPS, Camera, Android 8.1 OS, Power supply, with 3 Year All-Inclusive depot repair/replace coverage. Software support an

Quatred Remote Professional Services: 2 days onsite installation, configuration and training. Includes travel and living. Fees for Quatred services are payable upon completion of services.

DocuSign Signature Service refers to the interface between Tyler software and DocuSigns services. It does not include or take the place of DocuSigns proprietary products. Clients are required to provide certain DocuSign account information for implementation and to maintain its DocuSign account in order to use the interface. Clients who do not have a current DocuSign account can email tylertech@docusign.com for more information or to begin the process of obtaining an account.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Tyler Secure Signature System includes digitizing two signatures, additional charges will apply for additional signatures.

Pace 9: Includes 9 PACE days and 3 passes to Tyler Connect annually, along with one Investment assessment for every three years of PACE services purchased. PACE sessions must be scheduled in 3-day increments, and the client will be responsible for all travel costs incurred. The first annual term for PACE commences on the 1st day of the month following the date of the client's signature on the applicable sales quotation, amendment, or purchase order. Upon expiration of the first annual term, the term will renew automatically for an additional one (1) year term at the current rate plus the client's contracted annual maintenance increase percentage unless terminated in writing by either party at least thirty (30) days prior to the end of the term. PACE days may only be utilized on live modules. Tyler Connect passes for the current year are available to clients with a cycle start date on or before 03/01. Clients with a cycle start date of 04/01 or later will be eligible for Tyler Connect passes the following year. PACE Days, Investment Assessments, and Tyler Connect passes expire at the conclusion of the term. No credit will be granted for unused days, assessments, or passes.

For the avoidance of doubt, Tyler Detect is a subscription service, not SaaS. Notwithstanding the foregoing language, payment of annual subscription fees for Tyler Detect commence on the availability of the service. Tyler Detect services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates. Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Tyler Detect service upon renewal. The quoted Tyler Detect amount does not include monitoring of student devices nor analysis of student network traffic. Tyler can quote an additional fee for these services.

Solution Pricing Summary

Proposer Name: **Emphasys Software**
 Solution Name: **SymPro Treasury Solution**

SaaS (Yes/No): **YES**

ERP Software Proposed:

Finance
Treasury
Budget
Procurement/Purchasing
Contract Management
Project/Grant Accounting
Asset Management
Human Resources
Other (Non-Mandatory)
N/A

Services Proposed:

Implementation
Conversion
Interface
Training
Project Management
Other
N/A

Solution Pricing Summary	One Time	Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total
Licenses and Ongoing Maintenance Costs Subtotal	\$ 83,000	\$ 40,600	\$ 42,464	\$ 44,415	\$ 46,456	\$ 48,592	\$ 305,526
Hosting Costs Subtotal	\$ -	\$ 12,000	\$ 12,480	\$ 12,979	\$ 13,498	\$ 14,038	\$ 64,995
Services Costs Subtotal	\$ 57,600						\$ 57,600
Travel Costs Subtotal	\$ -						\$ -
Total Solution Cost	\$ 140,600	\$ 52,600	\$ 54,944	\$ 57,394	\$ 59,954	\$ 62,630	\$ 428,121
Optional Products Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Optional Services Costs Subtotal	\$ -						\$ -
Total Solution Cost with Options	\$ 140,600	\$ 52,600	\$ 54,944	\$ 57,394	\$ 59,954	\$ 62,630	\$ 428,121

Licenses and Ongoing Maintenance Costs by Software	One Time	Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total
Finance	\$ 83,000	\$ 40,600	\$ 42,464	\$ 44,415	\$ 46,456	\$ 48,592	\$ 305,526
Treasury	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Budget	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Procurement/Purchasing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project/Grant Accounting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Asset Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Human Resources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Non-Mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses and Ongoing Maintenance Costs	\$ 83,000	\$ 40,600	\$ 42,464	\$ 44,415	\$ 46,456	\$ 48,592	\$ 305,526
	OK						

Hosting Costs by Software	Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total
Finance	\$ 12,000	\$ 12,480	\$ 12,979	\$ 13,498	\$ 14,038	\$ 64,995
Treasury	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Budget	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Procurement/Purchasing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project/Grant Accounting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Asset Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Human Resources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Non-Mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hosting Costs	\$ 12,000	\$ 12,480	\$ 12,979	\$ 13,498	\$ 14,038	\$ 64,995
	OK	OK	OK	OK	OK	OK

Services Costs by Service	One Time
Implementation	\$ 14,400
Conversion	\$ 9,000
Interface	\$ 5,400
Training	\$ 18,000
Project Management	\$ 10,800
Other	\$ -
N/A	\$ -
Services Costs	\$ 57,600
	OK

Services Costs by Software	One Time
Finance	\$ 57,600
Treasury	\$ -
Budget	\$ -
Procurement/Purchasing	\$ -
Contract Management	\$ -
Project/Grant Accounting	\$ -
Asset Management	\$ -
Human Resources	\$ -
Other (Non-Mandatory)	\$ -
N/A	\$ -
Services Costs	\$ 57,600
	OK

STAFF REPORT
City of Lancaster

CC 12
3/8/2022
JC

Date: March 8, 2022

To: Mayor Parris and City Council Members

From: Andrea Alexander, City Clerk

Subject: Resolution No. 22-11- Proclaiming a Local Emergency, Ratifying the Proclamation of a State Emergency by Executive Orders N-25-20, N-29-20 and N-35-20, and Authorizing Remote Teleconference Meetings for a Thirty (30) day period Pursuant to Brown Act Provisions

Recommendation:

That the City Council approve **Resolution 22-11**, proclaiming a local emergency, ratifying the proclamation of a state of emergency by Executive Orders N-25-20, N-29-20 and N-35-20, and authorizing remote teleconference meetings for a thirty (30) day period pursuant to Brown Act provisions.

Fiscal Impact:

None.

Background:

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

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

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

- **No Action During Disruptions:** In the event of a disruption that prevents the local agency

from broadcasting the remote meeting, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, AB 361 prohibits the legislative body from taking any further action on items appearing on the meeting agenda until public access to the meeting via the call-in or internet-based options is restored.

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

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

Attachment:
Resolution No. 22-11

RESOLUTION NO. 22-11

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The City Council hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of this Resolution's issuance date of March 8, 2022.

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

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) April 8, 2022, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council of City of Lancaster may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the City Council of the City of Lancaster this 8th day of March, 2022.

Mayor

ATTEST:

City Clerk

STAFF REPORT
City of Lancaster

CC 13
3/8/2022
JC

Date: March 8, 2022

To: Mayor Parris and City Council Members

From: Andrea Alexander, City Clerk

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

Recommendation:

Adopt **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.

At the City Council's regular meeting held on February 22, 2022, the City Council approved the introduction of Ordinance No. 1088, an ordinance to establish requirements for State Bill 1383 Mandatory Organics Disposal Reduction. The introduction was approved by a 5-0-0-0 vote with Council Members: Dorris, Malhi, Mann, Crist and Parris all approving. Staff is asking that City Council now adopt Ordinance No. 1088 consistent with its actions held on February 22, 2022.

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 pollutants, 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

PH {{item.number}}
3/8/2022
JC

Date: March 8, 2022

To: Mayor Parris and City Council Members

From: George N. Harris II, Director of Finance

Subject: **Substantial Amendment to the City’s Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) 2020-2024 Five-Year Consolidated Plan and 2018-2019, 2019-2020, 2020-2021 and 2021-2022 Action Plans**

Recommendations:

- a. Conduct a public hearing and upon accepting public testimony;
- b. Approve the Substantial Amendment to the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) 2020-2024 Five-Year Consolidated Plan (Consolidated Plan) and 2018-2019, 2019-2020, 2020-2021 and 2021-2022 Annual Action Plans (Action Plans) to allow for the inclusion of three (3) new objectives and the reprogramming of \$1,213,176 in CDBG funds and \$1,195,418 in HOME funds to existing and newly proposed eligible activities; and
- c. Authorize the City Manager, or designee, to execute and transmit all necessary contracts and associated documents, including the Substantial Amendment to the Consolidated Plan and Action Plans, and any additional amendments, to ensure the City’s timely expenditure of CDBG and HOME funds.

Fiscal Impact:

There will be no impact to the City’s General Fund. All proposed dollars impacted by the Substantial Amendment have previously been awarded to the City and budgeted to activities in previously adopted Action Plans and Substantial Amendments. The following CDBG and HOME accounts will need to be adjusted in the City’s budget:

Increase the following accounts:

- 361-4342-786 First Time Homebuyer Program \$1,093,998.00
- 361-4342-787 CHDO Set Aside \$101,420.00

- 361-11BS040-924 Webber Pool \$500,000.00
- 361-11TR019-924 Mariposa Park \$1,351,443.00

The reprogramming of CDBG and HOME funds will ensure that the City’s program funds are utilized to improve the quality of life for the City’s residents. The City Council’s approval of the recommended action adopts the Substantial Amendment thereby allocating those resources into the CDBG and HOME budgets.

Background:

The U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities receiving Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) funds, such as the City, to prepare and submit a Consolidated Plan every five (5) years to establish a unified, strategic vision for economic development, housing and community development actions. The Consolidated Plan encompasses the analysis of local community needs and coordinates appropriate responses to those needs and priorities.

The Consolidated Plan is carried out through Annual Action Plans which provide a concise summary of the actions, activities, and the resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan. The City must submit an Annual Action Plan to HUD each year of the five-year Consolidated Plan period. The City Council adopted and submitted the Action Plans to HUD by the required deadline dates of each year.

After a thorough review of existing activities, proposed goals, and consultation with HUD representatives, the City identified the need to Substantially Amend its Consolidated Plan and Action Plans by allocating funds to activities that will provide decent, safe and affordable housing, a suitable living environment, and expand on economic opportunities principally for persons of low- and moderate-income throughout the City.

Per the City’s Citizen Participation Plan, a Substantial Amendment to a Consolidated Plan and Action Plan is required when a “substantial” change is proposed as it relates to funding priorities, proposed activities, goals, and objectives. This Substantial Amendment is necessary because the City has a) identified three (3) new objectives it wishes to address throughout the Consolidated Plan cycle b) proposes to cancel four (4) activities and repurpose those funds c) reduce the funding of three (3) activity budgets and repurpose those funds, and d) allocate uncommitted prior year CDBG funds in the combined amount of \$2,408,594 (CDBG - \$1,213,176 and HOME- \$1,195,418) to existing and newly proposed eligible CDBG and HOME activities.

Pursuant to 24 CFR 91.505(a), a Substantial Amend requires specific citizen participation actions, including a Public Hearing and 30-day public review period, before the changes may be approved by the City Council and submitted to HUD. The Public Hearing Notice concerning the proposed Substantial Amendment was published in the Antelope Valley press on February 3, 2022. The Substantial Amendment was made available on the City’s website and City Hall for a 30-day public review period starting on February 4, 2022, and ending on March 8, 2022.

As such, staff recommends amending the Consolidated Plan and Action Plans as noted in the enclosed Substantial Amendment. The proposed projects are consistent with the Consolidated Plan goals and will provide immediate assistance to the community.

Analysis:

The following narrative provides descriptions and other information for the proposed Consolidated Plan objectives and Action Plan activities.

Objectives

Goal Name: Fair Housing Services

Goal Description: Affirmatively further fair housing choice through the provision of fair housing education, counseling, anti-discrimination and landlord-tenant mediation services.

Goal Name: Affordable Housing Preservation

Goal Description: Preserve the quality of existing owner-occupied dwellings housing units through rehabilitation including lead-based paint education, inspection, testing and abatement.

Goal Name: Promote Homeownership Opportunities

Goal Description: Provide mortgage assistance to create affordable homeownership opportunities for low- and moderate-income households.

Activities

2021-2022 Webber Pool Improvement Project (CDBG)

The project, located at 716 Oldfield Street, Lancaster, CA 93534, will replace the pump, filtration system, pool boiler amongst other improvements to bring the pool up to the required standards for operation beyond the summer months. The project is anticipated to benefit 167,350 City residents.

2021-2022 Mariposa Park Improvement Project (CDBG)

The project, located at 45755 Fig Avenue, Lancaster, CA 93534, will replace the existing playground equipment and flooring to meet ADA standards. Other improvements include but are not limited to rehabilitating two restrooms, replacing interior concrete sidewalks, replacing drinking fountains, and replacing tables and chairs. The project is anticipated to benefit 18,950 City residents.

2020-2022 First-Time Homebuyer Program (HOME)

The program will provide income eligible first-time homebuyers with financial assistance towards the purchase of their home. The program is anticipated to benefit 10 households.

2021-2022 CHDO Set-Aside (HOME)

As a requirement of the HOME program, the City is obligated to set-aside a minimum of 15% of its annual allocation, commencing with PY 2021, on eligible housing activities implemented by

Community Housing Development Organizations (CHDOs). The City is currently in the process of identifying eligible CHDOs to implement activities that will be subject to the CHDO set-aside.

Table 1: Proposed Activity Budget Modifications and Reprogrammed Activity Budgets

Program Year/ Activity Title	Existing Budget	Difference	New Budget
21-22 Webber Pool Improvement Project	\$0	\$500,000	\$500,000
21-22 Mariposa Park Improvement Project	\$638,266	\$713,176	\$1,351,442
20-21 First-Time Homebuyer Program	\$0	\$586,899	\$586,899
21-22 First-Time Homebuyer Program	\$0	\$507,099	\$507,099
21-22 CHDO Set-Aside	\$0	\$101,420	\$101,420
Total		\$2,408,594	

Alternatives:

1. Provide alternative direction to staff.

Attachments:

1. Substantial Amendment to the CDBG and HOME 2020-2024 Five-Year Consolidated Plan and 2018-2019, 2019-2020, 2020-2021 and 2021-2022 Annual Action Plans



CITY OF LANCASTER

**SUBSTANTIAL AMENDMENT
TO THE
2020-2024 CONSOLIDATED PLAN
&
2018-2019, 2019-2020, 2020-2021 &
2021-2022 ACTION PLANS**

**DRAFT FOR PUBLIC COMMENT PERIOD
February 4, 2022 – March 8, 2022**

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Table of Contents

EXECUTIVE SUMMARY	1
PROCESS	2
EXPECTED RESOURCES – 91.220(c)(1,2).....	4
ANNUAL GOALS AND OBJECTIVES – 91.220(c)(3)	5
PROJECTS – 91.220(d)	6

EXECUTIVE SUMMARY

Background

The U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities receiving Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) funds, such as the City of Lancaster (City), to prepare and submit a Consolidated Plan every five (5) years to establish a unified, strategic vision for economic development, housing and community development actions. The Consolidated Plan encompasses the analysis of local community needs and coordinates appropriate responses to those needs and priorities.

The Consolidated Plan is carried out through Annual Action Plans which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan.

Per the City’s Citizen Participation Plan (CPP), a Substantial Amendment to a Consolidated Plan and Action Plan is required when a “substantial” change is proposed as it relates to funding priorities, proposed activities, goals, and objectives. This substantial amendment to the Consolidated Plan and Action Plans is necessary because the City has a) identified three (3) new objectives it wishes to address throughout the Consolidated Plan cycle b) proposes to cancel four (4) activities and repurpose those funds c) reduce the funding of three (3) activity budgets and repurpose those funds, and d) allocate uncommitted prior year CDBG funds in the combined amount of \$2,408,594.27 (CDBG - \$1,213,176.27 and HOME- \$1,195,418.00) to the following activities:

CDBG

PY 2018/2019 Activity(ies)

- Youth Services Program – repurpose \$671.12 from existing budget and cancel activity

PY 2019/2020 Activity(ies)

- Youth Services Program – repurpose \$10,000.00 from existing budget and cancel activity
- AVPH Food Program – repurpose \$3,805.25 from existing budget

PY 2020/2021 Activity(ies)

- Community Rental Assistance and Child Care Program – repurpose \$87,482.11 from existing budget
- Park ADA Improvements – repurpose \$513,794.96 from existing budget

Uncommitted Prior Year CDBG Funds: \$597,422.83

- PY 2016 - \$22,878.95
- PY 2017 - \$26,370.16
- PY 2018 - \$332,844.95
- PY 2019 - \$215,328.77

HOME

PY 2020/2021 Activity(ies)

- Construction Development Assistance – repurpose \$586,899.00 from existing budget and cancel activity

PY 2020/2021 Activity(ies)

- Construction Development Assistance – repurpose \$608,519.00 from existing budget and cancel activity

Sources

The City will program the following resources in this substantial amendment to the PY 2021-2022 Annual Action Plan and corresponding PY 2020-2024 Consolidated Plan (which may be found at www.cityoflancasterca.org/our-city/departments-services/housing-neighborhood-revitalization/cdbg-community-development-block-grant to increase the PY 2021-2022 budget:

Pre-PY 2021 Formula CDBG:	\$1,213,176.27
Pre-PY 2021 Formula HOME:	\$586,899.00
PY 2021 Formula HOME:	\$608,519.00
TOTAL:	\$2,408,594.27

City Council is responsible for determining how CDBG and HOME funds will be used to provide decent housing, a suitable living environment, and expanded economic opportunities principally for persons of low- and moderate-income persons. In consultation with the City Council, City departments, and partners serving the needs of low- and moderate-income individuals and families in the community, this submission to the City Council requests approval to invest the above funding for the projects listed below.

Proposed Projects

CDBG

2021/2022 Webber Pool Improvement Project:

Original Allocation:	\$0.00
Proposed Increase:	\$500,000.00
Total Proposed Budget:	\$500,000.00

2021/2022 Mariposa Park Improvement Project:

Original Allocation:	\$638,266.00
Proposed Increase:	\$713,176.27
Total Proposed Budget:	\$1,351,442.27

HOME

2020/2021 First-Time Homebuyer Program:

Draft Substantial Amendment – for Public Review

Original Allocation:	\$0.00
Proposed Increase:	\$586,899.00
Total Proposed Budget:	\$586,899.00

2021/2022 First-Time Homebuyer Program:

Original Allocation:	\$0.00
Proposed Increase:	\$507,099.00
Total Proposed Budget:	\$507,099.00

2021/2022 CHDO Set-Aside:

Original Allocation:	\$0.00
Proposed Increase:	\$101,420.00
Total Proposed Budget:	\$101,420.00

PROCESS

The City is conducting a 30-day review period for this substantial amendment from February 4 – March 8, 2022. The City will conduct a public hearing for the substantial amendment as part of the March 8, 2022, City Council meeting.

To encourage review and comment on the proposed activities, the City published notices in English and Spanish in the Antelope Valley Press on Thursday, February 3, 2022, advertising the substantial amendment in compliance with the City’s CPP. An electronic copy of the substantial amendment was available on the City’s website and hard copies were placed at the Lancaster City Hall – Finance & Information Technology Department, 44933 Fern Avenue, Lancaster, CA 93534.

Due to the COVID-19, to ensure public safety measures while maintaining transparency and public access, members of the public may participate in one of the following ways:

Virtual Platform [Zoom]:

In response to Governor’s Executive Order N-08-21, 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: 890 0871 4810# PASSWORD: 677447#

Draft Substantial Amendment – for Public Review

Sort Order	Activity	Target Population	Summary	Summary of Comments Received
1.	Public Hearing	<ul style="list-style-type: none"> • Minorities • Non-English Speaking • Persons with disabilities • Broad community • Residents of public/assisted housing • Stakeholders 	The City conducted its public hearing to review the Substantial Amendment on March 8, 2022.	<i>(to be completed after public hearing)</i>
2.	Comment Period	<ul style="list-style-type: none"> • Minorities • Non-English Speaking • Persons with disabilities • Broad community • Residents of public/assisted housing • Stakeholders 	The City conducted its comment period from February 4 – March 8, 2022.	<i>(to be completed at close of public comment period)</i>

Table 1 – Resident Engagement

EXPECTED RESOURCES – 91.220(C)(1,2)

Introduction

The City is repurposing \$1,213,176.27 from Pre-PY 2021 formula CDBG resources, \$586,899 in Pre-PY 2021 formula HOME resources and \$608,519 in PY 2021 Formula HOME resources.

Anticipated Resources

Program	Source of Funds	Eligible Use of Funds	Funds	Narrative Description
Formula CDBG	Public-Federal	<ul style="list-style-type: none"> Public Services Economic Development Public Improvements Affordable Housing Planning and Administration 	\$1,213,176.27	Activities to provide decent housing, a suitable living environment, and expanded economic opportunities principally for persons of low- and moderate- income within the City.
HOME	Public-Federal	<ul style="list-style-type: none"> Increase Supply of Affordable Housing Affordable Housing Preservation Promote Homeownership Opportunities Planning and Administration 	\$1,195,418.00	Strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families.

Table 2 - Expected Resources

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

In the initial planning and programming of these resources, the Finance Department has worked closely with other City departments as well as monitored other funding sources available at the local, state, and federal level to ensure that the City is not providing duplicative assistance and addressing unmet needs and gaps for low- and moderate-income residents.

Annual Goals and Objectives – 91.220(c)(3)

The City will be adding three (3) new objectives to be addressed in the Consolidated Plan and amending its following existing goals to reallocate Pre-PY 2021 CDBG resources, Pre-PY 2021 and PY 2021 HOME resources. These resources will be re-programmed in the PY 2021 Action Plan and corresponding PY 2020 – PY 2024 Consolidated Plan.

Newly Proposed Objectives

5	Goal Name	Fair Housing Services
	Goal Description	Affirmatively further fair housing choice through the provision of fair housing education, counseling, anti-discrimination and landlord-tenant mediation services.
6	Goal Name	Affordable Housing Preservation
	Goal Description	Preserve the quality of existing owner-occupied dwellings housing units through rehabilitation including lead-based paint education, inspection, testing and abatement.
7	Goal Name	Promote Homeownership Opportunities
	Goal Description	Provide mortgage assistance to create affordable homeownership opportunities for low- and moderate-income households.

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase the Supply of Affordable Housing	2021	2024	Affordable Housing	Citywide	Affordable Housing	HOME: \$101,420.00	Other - 1
2	Improve and Expand Facilities and Infrastructure	2021	2023	Non-Housing Community Development	Eligible Census Tracts/Block Groups	Facilities and Infrastructure	CDBG: \$1,213,176.27	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit – 186,300 Persons Assisted
7	Promote Homeownership Opportunities	2021	2023	Affordable Housing	Citywide	Affordable Housing	HOME: \$1,093,998	Direct Financial Assistance to Homebuyers – 10 households assisted

Table 3 – Annual Goals

PROJECTS – 91.220(D)

Introduction

With the repurposing of Pre-PY 2021 CDBG, Pre-PY 2021 HOME and PY 2021 HOME resources, the City will increase funding to the following projects in the PY 2021 Annual Action Plan:

#	Project Name
1.	2021-2022 Webber Pool Improvement Project
2.	2021-2022 Mariposa Park Improvement Park
3.	2020-2021 First-Time Homebuyer Program
4.	2021-2022 First-Time Homebuyer Program
5.	2021-2022 CHDO Set-Aside

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

These projects were determined in consultation with City staff, departments, and stakeholders serving low- and moderate-income residents of Lancaster to provide decent housing, a suitable living environment, and expanded economic opportunities principally for persons of low- and moderate-income within the City.

Project Summary Information

1	Project Name	2021-2022 Webber Pool Improvement Project
	Target Area	Eligible Census Tract/Block Group
	Goals Supported	Improve and Expand Facilities and Infrastructure
	Needs Addressed	Facilities and Infrastructure
	Funding	CDBG: \$500,000
	Description	The project will replace the pump, filtration system, pool boiler amongst other improvements to bring the pool up to the required standards for operation beyond the summer months.
	Target Date	06/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 167,350 persons
	Location Description	716 Oldfield Street, Lancaster, CA 93534
	Planned Activities	2021-2022 Webber Pool Improvement Project (167,350 people) - \$500,000
2	Project Name	2021-2022 Mariposa Park Improvement Project
	Target Area	Eligible Census Tract/Block Group

Draft Substantial Amendment – for Public Review

	Goals Supported	Improve and Expand Facilities and Infrastructure
	Needs Addressed	Facilities and Infrastructure
	Funding	CDBG: \$713,176.27
	Description	The project will replace the existing playground equipment and flooring to meet ADA standards. Other improvements include but are not limited to rehabilitating two restrooms, replacing interior concrete sidewalks, replacing drinking fountains, and replacing tables and chairs.
	Target Date	06/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 18,950 persons
	Location Description	45755 Fig Avenue, Lancaster, CA 93534
	Planned Activities	Mariposa Park Improvement Project (18,950 people) - \$713,176.27
	3	Project Name
Target Area		Citywide
Goals Supported		Promote Homeownership Opportunities
Needs Addressed		Affordable Housing
Funding		HOME: \$586,899.00
Description		The program will provide income eligible first-time homebuyers with financial assistance towards the purchase of their home.
Target Date		06/30/2023
Estimate the number and type of families that will benefit from the proposed activities		Approximately 5 households assisted
Location Description		Citywide
Planned Activities		2020-2021 First-Time Homebuyer Program (5 households assisted) - \$586,899.00
4	Project Name	2021-2022 First-Time Homebuyer Program
	Target Area	Citywide
	Goals Supported	Promote Homeownership Opportunities
	Needs Addressed	Affordable Housing
	Funding	HOME: \$507,099.00

	Description	The program will provide income eligible first-time homebuyers with financial assistance towards the purchase of their home.
	Target Date	06/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 5 households assisted
	Location Description	Citywide
	Planned Activities	2021-2022 First-Time Homebuyer Program (5 households assisted) - \$507,099.00
5	Project Name	2021-2022 CHDO Set-Aside
	Target Area	Citywide
	Goals Supported	Increase the Supply of Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$586,899.00
	Description	The funds will be set aside for eligible CHDO activities.
	Target Date	06/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Other - 1
	Location Description	Citywide
	Planned Activities	202-2022 CHDO Set-Aside (Other - 1) - \$586,899.00

Table 5 – Project Details

Other Revisions

Upon further review of the City’s 2021-2022 Action Plan, the City has identified previously approved activities that it wishes to rename to be more descriptive. The funding amounts for these activities will remain the same. Due to the mildness of these proposed changes, the revisions have not been included in this document but will be made available to the public upon request.

STAFF REPORT
City of Lancaster

Date: March 08, 2022
To: Mayor Parris and City Council Members
From: George Harris, Finance Director
Subject: **Amendment to the Adopted Budget and Capital Improvement Program for Fiscal Year 2021-2022.**

PH 2
03/08/22
JC

Recommendation:

Adopt **Resolution No. 22-12**, authorizing an amendment to the adopted Budget and Capital Improvement Program for Fiscal Year 2021-2022.

Fiscal Impact:

The proposed adjustments in Attachment A are detailed by fund, division and object category. The total adjustments recommended result in an overall increase in revenue totaling \$16,506,651, an increase in appropriated expenditures totaling \$29,880,183, and implementation of the Reserve policy.

Background:

Since adoption of the Budget and Capital Improvement Program for Fiscal Year 2021-2022 in June 2021, staff has identified some recommended adjustments to revenues and expenditures. The recommended amendments include implementation of the Reserve policy, amending estimated revenues and appropriating new expenditures as provided in the attachment. The recommended adjustments are in accordance with proper governmental accounting and financial reporting practices, Council approved objectives and restricted revenue objectives.

Approval of the amendment to the adopted Budget and Capital Improvement Program for Fiscal Year 2021-2022 would result in an overall increase in recognized revenue totaling \$16,506,651 and an increase in appropriated expenditures totaling \$29,880,183. The largest revenue adjustments are attributed to \$7,307,000 Measure LC Sales Tax, \$4,565,613 Sales and Use Tax, \$3,400,000 LCE Energy Generation, \$2,000,000 Federal ARPA Act 2021, and (\$1,603,225) State Grants. The largest City appropriations are \$5,698,446 LCE Power Procurement, \$4,512,664 COVID-19, \$3,000,000 Sanitation District Water Purchase, \$2,550,354 ERP System, \$1,505,000 AVTA Contract, Senior Passes and Bus Shelters, \$600,000 City Hall Renovation, \$500,000 Home Owner Beatification Grant, \$420,000 DERMS Platform HNR1, \$350,000 Eastside Overlay EIR, \$350,000 Drainage Improvements, \$300,000 LED Lighting Program, \$200,000 Fence Replacement, \$175,000 Citywide Signal Timing, and \$150,000 Battery Project.

GH:ma

Attachments:

Resolution No. 22-12, Amendment to the Adopted Budget and Capital Improvement Program for Fiscal Year 2021-2022, including Attachment A

RESOLUTION NO. 22-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2021-2022.

WHEREAS, the budget for fiscal year 2021-2022 was adopted by Resolution 21-36 on June 22, 2021, and

WHEREAS, it is appropriate to amend the adopted Budget and Capital Improvement Program, in accordance with proper governmental accounting and financial reporting practices; and

WHEREAS, funds are available, as designated in the request action.

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

Section 1. The fiscal year 2021-2022 adopted Budget and Capital Improvement Program is amended as detailed in Attachment A.

PASSED, APPROVED and ADOPTED this 8th day of March 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of
Lancaster, California, do hereby certify that this is a true and correct copy of the original
Resolution No. 22-XX, 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-XX, Attachment A
Amendment to the Adopted Budget for Fiscal Year 2021-2022**

Classification	Fund	Fund #	Division Code	Object	Account Name	Sum of Increase or (Decrease) In Revenue	Sum of (Increase) or Decrease In Expenditures	Increase (Decrease) in Mid-year Funding
Recognized Revenue and Appropriations	GENERAL FUND	101	3101	103	MEASURE LC SALES TAX	7,307,000		7,307,000
		101	3101	100	SALES AND USE TAX	4,565,613		4,565,613
		101	3431	005	COVID - FED ARPA ACT 2021	2,000,000		2,000,000
		101	3201	103	BUILDING AND SAFETY FEES	700,000		700,000
		101	3201	104	ELECTRICAL PERMIT FEES	250,000		250,000
		101	3201	120	ENGRNG FEES - PERMITS AND MISC	200,000		200,000
		101	3201	118	GRADING PLAN CHECK FEES	100,000		100,000
		101	3201	106	MECHANICAL PERMIT FEES	10,000		10,000
		101	3201	200	ENGINEERING ADD'L FEES	5,000		5,000
		101	3201	102	PLUMBING PERMIT FEES	(15,000)		(15,000)
		101	3100	101	PROPERTY TAXES - IN LIEU VLF	947,406		947,406
		101	3103	100	TRANSIENT OCCUPANCY TAX	500,000		500,000
		101	3203	100	PLANNING AND ZONE FEES	392,283		392,283
		101	3102	200	BUSINESS LICENSES	100,000		100,000
		101	3601	110	VACCINATION REIMBURSEMENT	50,000		50,000
		101	3209	100	PLANNING - PLAN/BLDG PLAN REV	20,000		20,000
		101	3202	100	ENGINEERING FEES - TR & P MAPS	4,000		4,000
		101	3621	300	PW SHARED INFRASTRUCTURE SPACE	464		464
		101	4770	101	SALARIES - PERMANENT		34,000	34,000
		101	4770	112	SALARIES - TEMPORARY		(34,400)	(34,400)
		101	3584	100	PW REIMBURSED SERVICES	(5,900)		(5,900)
		101	4649	209	UNIFORMS		(15,000)	(15,000)
		101	4651	652	ELECTRICITY		(16,000)	(16,000)
		101	4771	112	SALARIES - TEMPORARY		(18,000)	(18,000)
		101	4632	301	PROFESSIONAL SERVICES		(1,785)	(1,785)
		101	4632	406	JANITORIAL SUPPLIES		(5,000)	(5,000)
		101	4632	112	SALARIES - TEMPORARY		(15,000)	(15,000)
		101	4207	112	SALARIES - TEMPORARY		(36,000)	(36,000)
		101	4650	209	UNIFORMS		(4,625)	(4,625)
		101	4650	112	SALARIES - TEMPORARY		(50,000)	(50,000)
		101	3616	200	E WASTE RECYCLING	(55,000)		(55,000)
		101	4635	301	PROFESSIONAL SERVICES		(5,100)	(5,100)
		101	4635	402	MAINTENANCE SERVICE		(14,773)	(14,773)
		101	4635	652	ELECTRICITY		(36,000)	(36,000)
		101	4631	301	PROFESSIONAL SERVICES		(5,600)	(5,600)
		101	4631	652	ELECTRICITY		(22,000)	(22,000)
		101	4631	654	WATER		(34,000)	(34,000)
		101	4643	235	CREDIT CARD CHARGES		(67,000)	(67,000)
		101	4790	101	SALARIES - PERMANENT		20,000	20,000
		101	4790	112	SALARIES - TEMPORARY		(39,440)	(39,440)
		101	4790	313	COMMUNITY ORGANIZATIONS		(50,000)	(50,000)
		101	4600	112	SALARIES - TEMPORARY		(9,360)	(9,360)
		101	4600	603	RENT - BUILDINGS & GROUNDS		(65,000)	(65,000)
		101	4410	325	GENERAL LIABILITY COST ALLOCATION		(20,000)	(20,000)
		101	4410	112	SALARIES - TEMPORARY		(60,000)	(60,000)
		101	4642	301	PROFESSIONAL SERVICES		(20,000)	(20,000)
		101	4642	112	SALARIES - TEMPORARY		(63,750)	(63,750)
		101	3620	300	INCUBATOR RENTAL INCOME	(87,870)		(87,870)
		101	4100	202	LOCAL & REGIONAL EVENTS		(5)	(5)
		101	4100	201	TRAVEL EXPENSES		(170)	(170)
		101	4100	259	OFFICE SUPPLIES		(1,500)	(1,500)
		101	4100	251	SPECIAL ACTIVITY SUPPLIES		(10,000)	(10,000)
		101	4100	301	PROFESSIONAL SERVICES		(80,000)	(80,000)
		101	4220	255	RECRUITMENT EXPENSES		(15,000)	(15,000)
		101	4220	301	PROFESSIONAL SERVICES		(80,000)	(80,000)
		101	4700	112	SALARIES - TEMPORARY		(97,000)	(97,000)
		101	112Z006	924	PARKS IMPROVEMENTS		(100,000)	(100,000)
		101	4634	301	PROFESSIONAL SERVICES		(5,000)	(5,000)
		101	4634	652	ELECTRICITY		(16,000)	(16,000)
		101	4634	112	SALARIES - TEMPORARY		(80,000)	(80,000)
		101	3420	170	MC - SECURITY DEPOSIT	40,000		40,000
		101	3420	120	MC - EMPLOYEE LICENSE FEE	(5,000)		(5,000)
101	3420	150	MC - MANUFACTURING SURCHARGE	(140,000)		(140,000)		
101	4432	104	SALARIES - OVERTIME		(10,000)	(10,000)		
101	4432	304	AUDIT SERVICES		(50,000)	(50,000)		
101	4432	301	PROFESSIONAL SERVICES		(50,000)	(50,000)		
101	4761	301	PROFESSIONAL SERVICES		(150,000)	(150,000)		
101	4754	301	PROFESSIONAL SERVICES		(150,000)	(150,000)		
101	4210	262	ELECTION EXPENSE		(156,048)	(156,048)		
101	4785	461	TRAFFIC SIGNAL - CITY		(175,000)	(175,000)		
101	3610	200	FORMER ED LAND RENTAL INCOME	66,420		66,420		
101	3610	201	FORMER ED LAND SALES REV	(260,476)		(260,476)		
101	4653	209	UNIFORMS		(4,000)	(4,000)		
101	4653	112	SALARIES - TEMPORARY		(203,455)	(203,455)		
101	4205	205	CITY PROMOTION & ADVERTIZING		(16,000)	(16,000)		
101	4205	211	POSTAGE		(16,200)	(16,200)		
101	4205	112	SALARIES - TEMPORARY		(54,000)	(54,000)		
101	4205	301	PROFESSIONAL SERVICES		(150,000)	(150,000)		
101	4800	201	TRAVEL EXPENSES		(800)	(800)		
101	4800	209	UNIFORMS		(7,000)	(7,000)		
101	4800	112	SALARIES - TEMPORARY		(240,000)	(240,000)		
101	4200	104	SALARIES - OVERTIME		(2,000)	(2,000)		
101	4200	355	SPECIAL PROGRAMS		(5,000)	(5,000)		
101	4200	206	PUBLICATIONS & DUES		(30,000)	(30,000)		
101	4200	112	SALARIES - TEMPORARY		(50,000)	(50,000)		
101	4200	251	SPECIAL ACTIVITY SUPPLIES		(50,000)	(50,000)		
101	4200	301	PROFESSIONAL SERVICES		(125,000)	(125,000)		
101	4350	665	LED LIGHTING PROGRAM		(300,000)	(300,000)		
101	4240	301	PROFESSIONAL SERVICES		(420,000)	(420,000)		
101	4633	654	WATER		(4,000)	(4,000)		
101	4633	301	PROFESSIONAL SERVICES		(4,000)	(4,000)		
101	4633	403	BUILDING MAINTENANCE		(7,379)	(7,379)		
101	4633	655	GAS		(20,000)	(20,000)		
101	4633	402	MAINTENANCE SERVICE		(35,785)	(35,785)		

**Resolution No 22-XX, Attachment A
Amendment to the Adopted Budget for Fiscal Year 2021-2022**

Classification	Fund	Fund #	Division Code	Object	Account Name	Sum of Increase or (Decrease) In Revenue	Sum of (Increase) or Decrease In Expenditures	Increase (Decrease) in Mid-year Funding		
Recognized Revenue and Appropriations	GENERAL FUND	101	4633	112	SALARIES - TEMPORARY		(60,000)	(60,000)		
		101	4633	303	BATTERY PROJECT		(150,000)	(150,000)		
		101	4633	404	GROUPS MAINTENANCE		(200,000)	(200,000)		
		101	4245	230	SMALL EQUIPMENT OPERATIONS		(35,000)	(35,000)		
		101	4245	350	EMERGENCY PREPAREDNESS		(130,000)	(130,000)		
		101	4245	940	CODE/DEMOLITION ACTIVITY		(500,000)	(500,000)		
		101	4760	308	DRAINAGE & EASTSIDE OVERLAY		(700,000)	(700,000)		
		101	155W019	924	AMARGOSE CREEK CHANNEL CULVERT		(750,000)	(750,000)		
		101	4430	311	GOVERNMENT FEES / LICENSES		(250)	(250)		
		101	4430	301	PROFESSIONAL SERVICES		(2,250)	(2,250)		
		101	4430	998	OTHER FINANCING USES		(3,000,000)	(3,000,000)		
		101	4999	701	TRANSFERS OUT		(195,127)	(195,127)		
		101	4999	490	TRANSFERS OUT		(3,854,641)	(3,854,641)		
		101	4431	208	SMALL TOOLS		(2,683)	(2,683)		
		101	4431	250	GENERAL OFFICE SUPPLIES		(7,183)	(7,183)		
		101	4431	350	EMERGENCY PREPAREDNESS		(7,881)	(7,881)		
		101	4431	406	JANITORIAL SUPPLIES		(12,737)	(12,737)		
		101	4431	306	TUTORING PROGRAM		(250,000)	(250,000)		
		101	4431	302	COMPUTER SOFTWARE & SUPPORT		(259,736)	(259,736)		
		101	4431	301	COVID-19		(347,444)	(347,444)		
		101	4431	308	CONTRACT SERVICES		(350,000)	(350,000)		
		101	4431	305	VACCINATION SITE - AV FAIRGROUNDS		(1,475,000)	(1,475,000)		
		101	4431	295	SPECIALIZED EQUIP (NON CAP)		(1,800,000)	(1,800,000)		
			GENERAL FUND RESERVES	109	3606	100	SALE OF SURPLUS PROPERTY	230,973		230,973
				109	4430	300	LEGAL CLAIMS		(25,000)	(25,000)
			INFORMATION TECHNOLOGY	112	118S019	924	CITY HALL FACE LIFT		(120,000)	(120,000)
				112	4315	291	FURNITURE & OFFICE EQUIPMENT (NON CAP)		(15,000)	(15,000)
				112	4315	651	TELEPHONE		(43,000)	(43,000)
				112	4315	301	PROFESSIONAL SERVICES		(1,793,269)	(1,793,269)
				112	4315	302	COMPUTER SOFTWARE & SUPPORT		(1,932,937)	(1,932,937)
			GENERAL LIABILITY	113	4230	303	LEGAL SERVICES		(650,000)	(650,000)
			GAS TAX	203	4755	410	STREET MATERIALS		(3,200)	(3,200)
			203	4752	450	STREET SWEEPING CONTRACT		(5,000)	(5,000)	
			203	4752	404	GROUPS MAINTENANCE		(20,000)	(20,000)	
			203	4752	501	TIDE PROGRAM & EVENTS		(50,000)	(50,000)	
			203	4752	112	SALARIES - TEMPORARY		(65,000)	(65,000)	
			203	3603	100	OTHER REIMB	(7,000)		(7,000)	
			203	3603	200	SIGNAL DAMAGE REIMBURSEMENT	(200,000)		(200,000)	
		AQMD	204	4430	770	SENIOR SUBSIDY GRANT		(50,000)	(50,000)	
		PROP "A" TRANSIT FUND	207	4432	991	TRANSACTION EXCHANGE WITH OTHER AGENCIES		1,425,000	1,425,000	
			207	15ST058	924	LANCASTER HEALTH DISTRICT		(1,425,000)	(1,425,000)	
			207	4430	404	GROUPS MAINTENANCE		(83,210)	(83,210)	
			207	4430	301	PROFESSIONAL SERVICES		(1,505,000)	(1,505,000)	
		MEASURE R FUND	210	4430	301	PROFESSIONAL SERVICES		(1,500)	(1,500)	
		MEASURE M	211	3301	304	ATP - PEDESTRIAN GAP CLOSURE IMPROVEMENT	744,292		744,292	
			211	4430	301	PROFESSIONAL SERVICES		(1,500)	(1,500)	
		MEASURE A	212	4999	701	TRANSFERS OUT		195,127	195,127	
		PARKS DEVELOPMENT FUND	213	3208	100	DWELLING UNIT FEES	(60,000)		(60,000)	
		BIOLOGICAL IMPACT FEE FUND	224	3201	100	BIOLOGICAL IMPACT FEE	85,000		85,000	
		USP - PARKS	227	3201	100	FACILITIES IMPACT-PARKS	(150,000)		(150,000)	
		USP - ADMIN	228	3202	100	FACILITIES IMPACT-ADMIN	(5,000)		(5,000)	
		USP - CORP YARD	229	3203	100	FACILITIES IMPACT-YARD	(5,000)		(5,000)	
		TRAFFIC IMPACT FEES FUND	232	3216	100	TRAFFIC IMPACT FEES	(170,000)		(170,000)	
		ZERO NET ENERGY (Solar)	233	3100	100	ZNE-SOLAR MITIGATION IN LIEU	(17,500)		(17,500)	
		LOW & MOD INCOME HOUSING	306	3120	100	LCL HOUSING ALLOCATION	694,855		694,855	
			306	3703	100	SA - LOAN REPAYMENT	50,000		50,000	
		MTA GRANT - LOCAL	321	3350	103	PROP C Grant - MEDICAL MAIN ST	278,416		278,416	
			321	3350	105	PROP C GRANT - 10TH ST W BIKE	200,955		200,955	
		STATE GRANT - STPL	323	3351	103	STPL-10TH W BIKE & DIET	216,888		216,888	
			323	3351	104	STPL - 2017 TRAFFIC SIGNAL UPG	76,159		76,159	
			323	3351	100	STPL-AVE H REHAB	(1,603,225)		(1,603,225)	
		STATE GRANT RECYCLING	330	3304	118	CCP 20-21 Revenue	39,863		39,863	
			330	3304	116	BVRG CONTAINER RCB31	6,273		6,273	
			330	3304	117	CCP 19/20 AWARD	(3,925)		(3,925)	
			330	3304	211	WASTE TIRE CLEAN-UP TCU-17	(55,938)		(55,938)	
		STATE GRANT - OIL RECYCLING	331	3306	790	USED OIL GRANT OPP11	17,713		17,713	
		MISC STATE GRANTS	349	3301	102	CALRECYCLE- TIRE DERIVED PROD	180,000		180,000	
			349	3301	103	2020 SUMMER PMP	180,000		180,000	
			349	3301	216	HSIP-28 SIGNALIZED SAFETY GRANT	15,182		15,182	
			349	3301	215	2 WAY STOP ROUNDABOUT GRANT	15,119		15,119	
			349	3301	214	HSIP-COMMUNITY DRIVEWAY ACCESS GRANT	9,119		9,119	
			349	3700	103	CALOES-EV GRANT	180,000		180,000	

**Resolution No 22-XX, Attachment A
Amendment to the Adopted Budget for Fiscal Year 2021-2022**

Classification	Fund	Fund #	Division Code	Object	Account Name	Sum of Increase or (Decrease) In Revenue	Sum of (Increase) or Decrease in Expenditures	Increase (Decrease) in Mid-year Funding	
Recognized Revenue and Appropriations	MISC STATE GRANTS	349	3700	106	LANCASTER BAPTIST CHURCH EV CHARGERS	75,184		75,184	
		349	3700	105	CITY HALL EV CHARGER GRANT	48,754		48,754	
		349	3700	104	BLVD MARRIOTT EV CHARGES GRANT	29,311		29,311	
		349	3700	102	CALEVIP GRANT	(180,000)		(180,000)	
		349	3308	101	PED & BICYCLE SFTY GRANT	(15,453)		(15,453)	
		349	3304	100	ATP-2020 SRYS PED IMPV	(6,256,516)		(6,256,516)	
	FEDERAL MISCELLANEOUS GRANTS	399	3308	300	DOJ- COVID 19	251,000		251,000	
		399	3310	100	HOME APP GRANT	122,526		122,526	
		399	3302	104	BIKE TRANS GRNT-K-8 BIKE FCLTY	3,798		3,798	
		399	3302	102	BTA-BIKE FUND	760		760	
		399	3301	211	HSIP-10W & AVE J IMPROVEMENTS	241,571		241,571	
		399	3301	303	ATP-10 W BIKE & ROAD DIET	229,018		229,018	
		399	3301	301	ATP - 5TH ST E CORRIDOR	40,000		40,000	
		399	3301	402	AVE M RR XING SFTY PRG SECT 130	30,830		30,830	
		399	3301	400	AVENUE J, K, and M RR CROSSING	30,087		30,087	
		399	3301	401	AVENUE K RR XING SFTY PRG SECT 130	30,085		30,085	
		399	3301	213	HSIP-AVE I @ 60TH W (ICE IMPS)	(170,578)		(170,578)	
		399	3301	304	ATP-PEDESTRIAN GAP CLSR IMPR	(3,150,382)		(3,150,382)	
		SEWER MAINT FUND	480	3400	100	DEVELOPER SEWER FEES	40,000		40,000
			480	4755	101	SALARIES - PERMANENT		20,000	20,000
			480	3601	100	FOG APPLICATION FEE	8,500		8,500
	480		3604	100	FOG - PLAN REVIEW	2,000		2,000	
	480		3801	100	INSPECTIONS	1,200		1,200	
	480		3704	100	IND WASTE PRGM PLAN REVIEW	456		456	
	480		4700	112	SALARIES - TEMPORARY		(20,000)	(20,000)	
	LANDSCAPE MAINTENANCE DISTRICT	482	3101	100	DEVELOPER CONTRIBUTIONS	47,000		47,000	
	LIGHTING MAINTENANCE DISTRICT	483	3100	200	LIGHTING ASSESSMNTS-DEVELOPERS	55,000		55,000	
		483	3315	100	PROPERTY DAMAGE REIMBURSEMENT	700		700	
		483	3315	200	ST LIGHT DAMAGE REIMBURSEMENT	(200,000)		(200,000)	
	DRAINAGE MAINTENANCE DISTRICT	484	3100	200	DRAINAGE ASSESSMNTS-DEVELOPERS	45,000		45,000	
		484	4755	460	TRAFFIC SIGNAL - DAMAGE REPAIR		(35,000)	(35,000)	
	RECYCLED WATER FUND	485	4755	206	PUBLICATIONS & DUES		(1,200)	(1,200)	
		485	4755	310	RECYCLED WATER PURCHASES		(27,000)	(27,000)	
	LANCASTER CHOICE ENERGY	490	3990	101	TRANSFERS IN	3,854,641		3,854,641	
		490	3630	100	LCE ENERGY GENERATION REV	5,200,000		5,200,000	
		490	3630	101	LCE SALE OF SURPLUS POWER	(1,800,000)		(1,800,000)	
		490	3631	100	S-POWER GENERATION REVENUE	250,000		250,000	
		490	3460	100	EV CHARGING STATION REVENUE	10,000		10,000	
		490	4250	319	LCE PROGRAMS		50,000	50,000	
		490	4250	213	PROGRAM EXPENSES - CDBG		28,000	28,000	
		490	4250	201	TRAVEL EXPENSES		4,000	4,000	
		490	4250	202	LOCAL & REGIONAL EVENTS		1,000	1,000	
		490	4250	203	REIMBURSED MILEAGE		500	500	
		490	4250	253	REPROGRAPHICS		500	500	
		490	4250	259	OFFICE SUPPLIES		500	500	
		490	4250	206	PUBLICATIONS & DUES		(4,000)	(4,000)	
		490	4250	652	ELECTRICITY		(5,000)	(5,000)	
		490	4250	770	LCE ENERGY EFFICIENCY PROGRAM		(311,441)	(311,441)	
	490	4250	653	POWER PROCUREMENT		(5,698,446)	(5,698,446)		
	FINANCE AUTHORITY	701	3990	101	TRANSFERS IN	195,127		195,127	
		701	3990	212	TRANSFERS IN	(195,127)		(195,127)	
	Recognized Revenue and Appropriations Total						16,506,651	(29,880,183)	(13,373,532)
	Implementation of Reserve Policy	GENERAL FUND	101	2900	001	WORKING CAPITAL RESERVE		(10,646,725)	(10,646,725)
		CAPITAL REPLACEMENT FUND	104	2901	000	EMERGENCY OPS and RESPONSIVNESS RESERVE		(21,293,449)	(21,293,449)
		GENERAL FUND RESERVES	109	2901	000	BUSINESS OPPURTUNITY RESERVE		(5,323,362)	(5,323,362)
		FLEET MAINTENANCE	111	2901	000	FLEET MAINTENACE RESERVE		(995,609)	(995,609)
		INFORMATION TECHNOLOGY	112	2901	000	INFORMATION TECHNOLOGY RERSERVE		(1,432,247)	(1,432,247)
		GENERAL LIABILITY	113	2901	000	GENERAL LIABILITY RESERVE		(1,109,000)	(1,109,000)
	LANCASTER CHOICE ENERGY	490	2901	000	LANCASTER CHOICE ENERGY RESERVE		(12,095,553)	(12,095,553)	
	Implementation of Reserve Policy Total							(52,895,945)	(52,895,945)
	Total Requested Mid Year Adjustments						16,506,651	(82,776,128)	(66,269,477)

STAFF REPORT
City of Lancaster

NB 1
3/8/2022
JC

Date: March 8, 2022

To: Mayor Parris and City Council Members

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

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

Recommendation:

Approve the extension of the Shop More in Lancaster Holiday Program through April 30, 2022.

Fiscal Impact:

None.

Background:

On December 14, 2021, the City Council authorized the Shop More in Lancaster Holiday program to provide aid to small businesses, and encourage the community to patronize locally-owned businesses.

Small, locally-owned businesses help shape the character of the community. These businesses play an important role in our community, and they also serve as a key economic driver, creating a significant number of jobs and sales tax revenue for our local economy.

Through the Shop More in Lancaster program, the City distributed over 25,000 cards valued at \$20.00 each to first responders, healthcare workers, major employers, and at various community events.

At the time of submittal of this report, 58 businesses from various sectors have signed up to participate in the program. 9,153 cards have been submitted to City Hall for reimbursement totaling \$183,060.00.

The cards were initially set to expire on February 28, 2022. The proposed extension would allow recipients to use the cards through the end of April 2022.

This extension will help assure that the purpose of the Shop More Lancaster Holiday Program – to provide meaningful assistance and encourage local spending – is fully achieved.

SY/sk