



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

**Tuesday, January 10, 2023**  
Regular Meeting – 5:00 p.m.

The City Clerk/Agency/Authority Secretary hereby declares the agenda was posted  
by 5:00 p.m. on January 6, 2023  
at the entrance to the Lancaster City Hall Council Chambers  
44933 Fern Avenue, Lancaster, CA 93534

***LEGISLATIVE BODY***

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

Mayor/Chair R. Rex Parris

Vice Mayor/Vice Chair Marvin Crist

Council Member/Agency Director/Authority Darrell Dorris

Council Member/Agency Director/Authority Member Raj Malhi

Council Member/Agency Director/Authority Member Ken Mann

## **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.*

Consent Calendar items under the Legislative Body may be acted upon with one motion, a second and the vote. If you desire to speak on an item or items on the Consent Calendar, you may fill out one speaker card for the Consent Calendar. You will be given three minutes, unless a different time limit is announced, to address your concerns before the Legislative Body takes action on the Consent Calendar.

## **CALL TO ORDER**

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

## **ROLL CALL**

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

## **INVOCATION**

Pastor Josh Devore, Desert Christian School/Grace Chapel

## **PLEDGE OF ALLEGIANCE**

## **EMERGENCY DECLARATION**

### **ED 1. COVID-19 Pandemic Updates and Actions**

Recommendation(s):

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.

CITY OF LANCASTER, CALIFORNIA

CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY

ADJOURNED REGULAR MEETING AGENDA

TUESDAY, 01/10/2023

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.
5. Find that the California Environmental Quality Act does not apply to this item.

## **COUNCIL ACTIONS**

## **CONSENT CALENDAR**

**CC 1.** Waive further reading of any proposed ordinance. (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 December 13, 2022.

**CC 3.** Check Registers – December 2, 2022, through December 24, 2022

Recommendation(s):

1. Approve the Check and Wire Registers for December 2, 2022, through December 24, 2022, in the amount of \$8,920,212.86 as presented.
2. Find that the California Environmental Quality Act does not apply to this item.

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

**CC 4.** Monthly Report of Investments – November 2022

Recommendation(s):

1. Accept and approve the November 2022 Monthly Report of Investments as submitted.
2. Find that the California Environmental Quality Act does not apply to this item.

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

**CC 5.**

Agreement with the California Department of Corrections & Rehabilitation Agreement Number C5611122 - Inmate Community Service Work Crews

Recommendation(s):

1. Approve the agreement with the California Department of Corrections & Rehabilitation (CDCR) for inmate community service work crews.
2. Authorize the City Manager, or his designee, to sign all documents.
3. Find that the California Environmental Quality Act does not apply to this item.

The City of Lancaster has contracted with the California Department of Corrections and Rehabilitation for the past 21 years for extension of work force labor. These crews perform essential tasks such as weed abatement, litter removal, pruning trees and shrubs, and miscellaneous landscaping work. One crew, with a minimum of four (4) and a maximum of six (6) inmates, would provide weekly services for a minimum of four (4) days a week. The term of the agreement would be through June 30, 2025.

- CC 6.** Task Order for Multi-Year Professional Services (Service Group Category 12 – Architectural and Engineering Design – On-Site Facilities) for El Dorado Park Improvements (Reference PWCP 24-008)

Recommendation(s):

1. Approve Task Order No. 1 with IDS Group, of Irvine, California, in accordance with the Multi-Year Professional Services Agreement, Service Group Category (SGC) 12 – Architectural and Engineering Design – On-Site Facilities, to provide Architectural and Engineering (A & E) services for El Dorado Park Improvements in the amount of \$337,740.00 plus a 10% contingency; and authorize the City Manager, or his designee, to sign all documents.

El Dorado Park is located on the northwest corner of 5<sup>th</sup> Street East and Pondera Street within a densely populated area and is surrounded by established residential neighborhoods, an elementary school, and commercial businesses. The El Dorado Park revitalization project focuses on creating renovated amenities to improve and expand community resources based on community input. On May 3, 2021, the City of Lancaster filed a Notice of Exemption to comply with the California Environmental Quality Act for the revitalization of El Dorado Park.

- CC 7.** Approve Amendment of Professional Services Agreement between the City of Lancaster and Ronald Chatters, III, Consultant

Recommendation(s):

1. Approve an amendment of Professional Services Agreement between the City of Lancaster and Ronald Chatters, III to increase contract amount by \$40,000 to complete implementation of the Administrative Citation Program.
2. Find that the California Environmental Quality Act does not apply to this item.

In August, staff began working to develop the implementation of the Administrative Citation program. Ronald Chatters, III was selected as a consultant to assist with creating policies and procedures for the Administrative Citation program.

- CC 8.**

Zone Change No. 21-04 Located at the Northeast Corner of 55th Street West and Avenue K (APNs: 3203-016-035, -036, -037)

Recommendation(s):

1. Adopt **Ordinance No. 1096**, amending the City Zoning Plan for approximately 38.9 gross acres of land located at the northeast corner of 55<sup>th</sup> Street West and Avenue K (APNs: 3203-016-035, -036, -037) from Single-Family Residential, minimum lot size 10,000 square feet (R-10,000), and Single-Family Residential, minimum lot size 15,000 square feet (R-15,000) to Single-Family Residential, minimum lot size 7,000 square feet (R-7,000), known as Zone Change No. 21-04.

2. Find that the City has complied with the California Environmental Quality Act. An initial study (SCH #2022090101) was prepared for the proposed project and circulated for a 30-day public review period in accordance with the California Environmental Quality Act (CEQA). The public review period started on September 9, 2022 and ended on October 11, 2022. The Notice of Determination was filed on November 1, 2022.

The City received an application for a Zone Change (ZC) and a Tentative Tract Map (TTM) for a proposed single-family residential subdivision located on the northeast corner of 55<sup>th</sup> Street West and Avenue K. Staff reviewed the proposed project and prepared a staff report (Attachment A), recommending approval to the Planning Commission for the TTM and ZC. The Planning Commission held a public hearing on October 17, 2022, and voted (by a 6-0-0-0-1 vote) to recommend approval to the City Council for ZC No. 21-04, and the approval of TTM No. 61920 for 162 single-family lots.

## CC 9. Ordinance Pertaining to Lancaster Municipal Code Provisions regarding Administrative Citations

Recommendation(s):

1. Adopt **Ordinance No. 1097** amending Titles 1, 5, 8, 9, and 12 of the Lancaster Municipal Code relating to administrative citations for misdemeanor and civil offenses, the implementation of a process for fee reduction and appeal for administrative citations, and giving the city manager discretion to create policies and procedures to further implement each Title.

2. Find that the California Environmental Quality Act does not apply to this item.

As the City looks forward to establishing its Hybrid Policing Program, it is appropriate to expand appeal and review processes for cited persons and establish processes for waiving or reducing citation penalties for those cited persons who can demonstrate indigency is in the public interest, while providing persons who commit such offenses an opportunity to avoid criminal proceedings. It is also appropriate to provide the City Manager and his designee with authority to promulgate rules, policies and procedures necessary to implement amended Titles 1, 5, 8, 9, and 12 of the Lancaster Municipal Code.

## **PUBLIC HEARING**

### PH 1. Middle Income Housing Program

Recommendation(s):

CITY OF LANCASTER, CALIFORNIA

CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY

ADJOURNED REGULAR MEETING AGENDA

TUESDAY, 01/10/2023

1. Adopt Resolution No. \_\_\_\_\_, approving, authorizing, and directing execution of a joint exercise of powers agreement relating to the CMFA Special Finance Agency (the “Agency”) supporting the Agency’s issuance of bonds for the production, preservation, and protection of essential middle-income rental housing (“Middle-Income Housing Program”).
2. Authorize the City Manager, or his designee, to enter into a Public Benefit Agreement, substantially in the form attached, with the Agency, which may result in the City receiving surplus revenue from the future sale of the Project;
3. Authorize the City Manager, or his designee to execute related documents and take any additional actions that may be required to implement the Middle-Income Housing Program.
4. Find that the California Environmental Quality Act does not apply to this item.

The City encourages and supports a full range of housing options affordable to different income levels. With rapidly increasing housing costs in the State, many California communities have market-rate rental housing for higher-income residents and subsidized rental housing for lower-income residents, but exclude middle-income households who cannot afford the former and do not qualify for the latter. Those households are often referred to as the “missing middle.”

**PH 2.** 2021 Application to the California Department of Housing and Community Development Permanent Local Housing Allocation Program and 5-Year Plan Amendment

Recommendation(s):

1. Adopt Resolution \_\_\_\_\_, authorizing the application and adopting a plan for the State of California Department of Housing and Community Development Permanent Local Housing Allocation (PLHA) Program; and
2. Submission of an amended Permanent Local Housing Allocation 5-Year Plan; and
3. Appropriation of 2021 PLHA funds to General Ledger account fund 349-4792-770; and
4. Authorize the City Manager, or his designee, to execute all related documents.
5. Find that the California Environmental Quality Act does not apply to this item.

In 2017, Senate Bill 2 created the first permanent source of funding to increase the affordable housing stock in the State of California. Revenue is generated through a \$75 recording fee on real estate transactions, and therefore, will vary from year to year depending on activity. The PLHA program is overseen by the State’s Department of Housing and Community Development (HCD), who issued a Request for a Proposal in March 2020.

**PH 3.** HOME-ARP Allocation Plan

Recommendation(s):

1. Adopt Resolution No. \_\_\_\_\_, approving the HOME Investment Partnerships American Rescue Plan (HOME-ARP) Allocation Plan.

2. Authorize the City Manager, or his designee, to execute all related documents.
3. Find that the California Environmental Quality Act does not apply to this item.

The City of Lancaster has been allocated \$2,450,524.00 of one-time HOME-American Rescue Plan Act (HOME-ARP) funding from the United States Department of Housing and Urban Development (HUD). In order to receive the HOME-ARP allocation, the City has developed the proposed HOME-ARP Allocation Plan that will become part of the City's FY 2022-2023 HUD Annual Action Plan by substantial amendment, as required by HUD. Approval and submission of the HOME-ARP Allocation Plan has no impact to the City's General Fund.

**PH 4.** Amendment to Title 17 of the Lancaster Municipal Code relating to the Regulation of Collection/Donation Bins

Recommendation(s):

1. Introduce Ordinance No. \_\_\_\_\_, amending Title 17 of the Lancaster Municipal Code by amending Chapter 17.12 (Commercial Zones), and by adding a new Chapter 17.45, relating to the regulation of collection/donation bins.
2. Find that the California Environmental Quality Act does not apply to this item.

The proposed ordinance would provide that collection bins may be present on commercially zoned property on which at least one currently licensed business is operating. A Development Services Director's review and approval is required prior to placing a bin on private property. A person who currently has a collection bin on their property must either obtain Director's review and approval or remove the bin from the premises within 60 days from the effective date of the ordinance.

## **COUNCIL AGENDA**

- CA1.** 1. Consideration of nomination and appointment of Chair to the Social Equity Commission.  
2. Find that the California Environmental Quality Act does not apply to this item.

## **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. State law prohibits the Legislative Body from taking action on items not on the agenda and your matter may be referred to the City Manager/Executive Director. ***Individual Speakers are limited to three (3) minutes each unless a different time limit is announced.***

### CITY COUNCIL / AGENCY/ AUTHORITY COMMENTS



## CLOSED SESSION

1. Conference with Legal Counsel - Anticipated Litigation: significant exposure to litigation pursuant to Government Code Section 54956.9(d) (2) - two potential cases.
2. Conference with Legal Counsel - Anticipated Litigation: consideration of initiation of litigation pursuant to Government Code Section 54956.9(d) (4) - two potential cases.
3. 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
4. Ramos v Patino, LASC Case No. MC027974
5. Rahier v. City of Lancaster, LASC Case No. 19AVCV00163
6. Brisa Mahoney, et al. v. City of Lancaster, et al., LASC Case No. 20STCV02556
7. Manzo v. Beazer Homes Holdings, LLC et al., LASC Case No. 20AVCV00297
8. Hernandez v. County of Los Angeles, et al., LASC Case No. 20AVCV00318
9. Romines v. City of Lancaster, et al., LASC Case No. 20AVCV00345
10. Moujan v. City of Lancaster et al., LASC Case No. 20AVCV00205
11. Davis v. State of California, LASC Case No. 19AVCV00805
12. Lancaster v. Netflix, et al., LASC 21STCV01881
13. Butts v. Lancaster, LASC 21STCP00389
14. Lancaster v. Rives
15. Myesha Lopez, et al. v. County of Los Angeles, et al. CDCA Case No. 5:21-cv-00290-JGB(SHKx)
16. Ortiz v. Lancaster, LASC Case No. 21AVCV00001
17. Aijala v. Lancaster, LASC Case No. 21STCV07841
18. Gardner v. Dominoids, LASC Case No. 21AVCV00186
19. Evans v. Lancaster, LASC Case No. 21AVCV00145
20. Bojorquez v. Lancaster, LASC Case No. 20AVCV00894
21. Arkey v. Lancaster, LASC Case No.20AVCV00816
22. Perez v. Lancaster, LASC Case No. 20AVCV00589
23. Serrano v. Los Angeles County et al. LASC Case No. 21AVCV00562
24. Jackson v. RE Schultz Construction et al. LASC Case No. 21AVCV00863
25. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: 3123-009-029  
Agency negotiators: Allison Burns, Mike Livingston  
Negotiating parties: Roger W. Pannier, Trustee of the Roger W. Pannier Revocable Trust,

established April 25, 1988 as to an undivided ½ interest and Lorraine Prater, Trustee of the Prater Family Trust dated February 23, 1987, Lorraine Prater, Trustee of the Lorraine Alice Prater Survivors Trust dated October 8, 1993, Brian Lee Prater, Niel Howard Prater and Lloyd Bruce Prater, as their respective interest appear of record as to the remaining 1/2 interest  
Under negotiation: Price and terms of payment

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: 3123-009-035

Agency negotiators: Allison Burns, Mike Livingston

Negotiating parties: Gholwan Mechammil and Insaf Mechammil, husband and wife as joint tenants

Under negotiation: Price and terms of payment

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: 3125-021-002

Agency negotiators: Allison Burns, Mike Livingston

Negotiating parties: Ukani Enterprise Inc., a California Corporation

Under negotiation: Price and terms of payment

**ADJOURNMENT**

Next Regular Meeting:

January 24, 2023 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
01/10/23
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**CITY COUNCIL/SUCCESSOR AGENCY/HOUSING/  
FINANCING/POWER/CALIFORNIA CHOICE ENERGY  
AUTHORITY  
REGULAR MEETING  
MINUTES**

**Tuesday, December 13, 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, Mann; Vice Mayor/Vice Chair Crist; Mayor/Chair Parris

**STAFF MEMBERS:**

City Manager/Executive Director; Assistant City Manager/Deputy Executive Director; City Attorney/Agency/Authority Counsel; City Clerk/Agency/Authority Secretary; Assistant to the City Manager, Finance and Technology Director; Parks, Recreation and Arts Director; Development Services Director; Chief of Police/Public Safety Director; Community Development Senior Manager; Real Estate & Economic Development Senior Manager

**INVOCATION**

Council Member Darrell Dorris

**PLEDGE OF ALLEGIANCE**

Deputy Mayor, Shawn Cannon

**PRESENTATION**

1.Recognition of the Lancaster High School Football Team  
Presented by: Mayor R. Rex Parris & Jason Caudle, City Manager

**ROLL CALL**

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

ABESENT: Harvey, Chair Szeto

**HOUSING AUTHORITY ACTIONS - CONSENT CALENDAR**

**MINUTES**

December 13, 2022

On a motion by Housing Authority Member Mann and seconded by Housing Authority Malhi, the Lancaster Housing Authority approved the Housing Authority Consent Calendar as comprised, by the following vote: 3-0-0-2; AYES: Malhi, Mann, Vice Chair Crist; NOES: None; ABSTAIN: None; ABSENT: Harvey, Chair Szeto

**HA CC 1. WHIT CARTER PARK LEASE AGREEMENT WITH THE LANCASTER HOUSING AUTHORITY**

1. Approved a lease agreement between the Lancaster Housing Authority (Lessor) and the City of Lancaster (Lessee) for land use at Whit Carter Park.
2. Authorized the City Manager or his designee to sign, in substantially the form attached, with non-substantive changes approved by the City Attorney.

**HA CC 2. HOUSING SUCCESSOR ANNUAL REPORT REGARDING THE LOW- AND-MODERATE INCOME HOUSING ASSET FUND**

Authorized submittal of the Housing Successor 2021-2022 Annual Report to the California Department of Housing and Community Development.

**CALIFORNIA CHOICE ENERGY AUTHORITY - CONSENT CALENDAR**

On a motion by Chair Crist and seconded by California Choice Energy Authority Member Mann, the California Choice Energy Authority approved the California Choice Energy Authority Consent Calendar as comprised, by the following vote: 5-0-0-0; AYES: Dorris Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

**CCEA CC 1. APPROVE AMENDMENTS TO PROFESSIONAL SERVICES AGREEMENTS FOR TECHNICAL SUPPORT SERVICES FOR THE TOWN OF APPLE VALLEY AND THE CITIES OF LANCASTER, PICO RIVERA, RANCHO MIRAGE, AND SAN JACINTO**

- a. Approved Amendment No. 1 to a Professional Services Agreement with Pacific Energy Advisors, Inc. (PEA) in support of the Town of Apple Valley extending the term through June 30, 2023, and authorized the Executive Director, or his designee, to sign all documents.
- b. Approved Amendment No. 1 to a Professional Services Agreement with PEA in support of the City of Lancaster extending the term through June 30, 2023, and authorized the Executive Director, or his designee, to sign all documents.
- c. Approved Amendment No. 1 to a Professional Services Agreement with PEA in support of the City of Pico Rivera extending the term through June 30, 2023, and authorized the Executive Director, or his designee, to sign all documents.

**MINUTES**

December 13, 2022

d. Approved Amendment No. 1 to a Professional Services Agreement with PEA in support of the City of Rancho Mirage extending the term through June 30, 2023, and authorized the Executive Director, or his designee, to sign all documents.

e. Approved Amendment No. 1 to a Professional Services Agreement with PEA in support of the City of San Jacinto extending the term through June 30, 2023, and authorized the Executive Director, or his designee, to sign all documents.

**CCEA CC 2. APPROVE ENTERING INTO PROFESSIONAL SERVICES AGREEMENTS FOR TECHNICAL SUPPORT SERVICES WITH PACIFIC ENERGY ADVISORS, INC. FOR THE CITY OF SANTA BARBARA AND THE CITY OF PALMDALE**

1. Approved entering into a Professional Services Agreement for Technical Support Services with Pacific Energy Advisors, Inc. for the City of Santa Barbara, and authorized the Executive Director, or his designee, to sign all documents.

2. Approved entering into a Professional Services Agreement for Technical Support Services with Pacific Energy Advisors, Inc. for the City of Palmdale, and authorized the Executive Director, or his designee, to sign all documents.

**SUCCESSOR AGENCY - CONSENT CALENDAR**

On a motion by Successor Agency Authority Member Crist and seconded by Successor Agency Authority Member Malhi, the California Choice Energy Authority approved the California Choice Energy Authority Consent Calendar as comprised, by the following vote: 5-0-0-0; AYES: Dorris Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

**SA CC 1. SUCCESSOR AGENCY ADMINISTRATIVE BUDGETS FOR THE PERIODS JULY 1, 2023 TO DECEMBER 31, 2023 AND JANUARY 1, 2024 TO JUNE 30, 2024**

Adopted **Resolution No. SA 4-22**, approving the Successor Agency of the Former Redevelopment Agency to the City of Lancaster Administrative Budgets for the periods of July 1, 2023 to December 31, 2023 and January 1, 2024 to June 30, 2024, as detailed in Attachments A & B.

**SA CC 2. RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JULY 1, 2023 TO JUNE 30, 2024**

Adopted **Resolution No. SA 5-22**, approving the Recognized Obligation Payment Schedule for the period July 1, 2023 to June 30, 2024, and directing staff to bring it before the County of Los Angeles Consolidated Oversight Board for approval.

**MINUTES**

December 13, 2022

**CONSENT CALENDAR**

Vice Mayor Crist stated that he needs to recuse himself from consent calendar item number 20 as he has an interest in the item.

On a motion by Vice Mayor Crist and seconded by Council Member Dorris, the City Council approved the Consent Calendar pulling item numbers CC 11, CC 12, CC 15, CC 16 and CC 20 for separate discussion, by the following vote: 5-0-0-0; AYES: Dorris, Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

Council Member Dorris and Council Member Mann left the dais at this time recusing themselves from item numbers CC 11 and CC 12 due to property owned within proximity to the project.

On a motion by Vice Chair Crist and seconded by Council Member Malhi, the City Council approved Item No. CC 11 and Item No. CC 12 as comprised, by the following vote: 3-0-2-0; AYES: Malhi, Crist, Parris; NOES: None; ABSTAIN: Dorris, Mann; ABSENT: None

Council Member Dorris returned to the dais at this time.

Mayor Parris left the dais at this time recusing himself from item number CC 15 and item number CC 16. Council Member Mann also recused himself from item number CC 15 and item number CC 16.

On a motion by Council Member Malhi and seconded by Council Member Dorris, the City Council approved Item No. CC 15 and Item No. CC 16 as comprised, by the following vote: 3-0-2-0; AYES: Dorris, Malhi, Crist; NOES: None; ABSTAIN: Mann, Parris; ABSENT: None

Vice Mayor Crist left the dais at this time.

Allison Burns, City Attorney stated that recusals were due to property owned within proximity to the project.

On a motion by Council Member Mann and seconded by Council Member Malhi, the City Council approved Item No. CC 20 as comprised, by the following vote: 4-0-1-0; AYES: Dorris, Malhi, Mann, Parris; NOES: None; ABSTAIN: Crist; ABSENT: None

Vice Mayor Crist left the dais at this time.

Allison Burns, City Attorney stated that Vice Mayor Crist recused himself from item number CC 20 due to campaign donations received.

**MINUTES**

December 13, 2022

**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. MEETING MINUTES**

Approved the City Council/Successor Agency/Housing/Financing/Power/California Choice Energy Authority Regular Meeting Minutes of December 13, 2022.

**CC 3. CHECK REGISTERS – OCTOBER 23, 2022, THROUGH DECEMBER 1, 2022**

Approved the Check and Wire Registers for October 23, 2022, through December 1, 2022.

**CC 4. MONTHLY REPORT OF INVESTMENTS – OCTOBER 2022**

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

**CC 5. APPROVAL OF INCREASE IN PURCHASE PRICE FOR PB LOADER TRUCK AND PATCHER BOX**

Approved the increase of purchase order number 22-00906 in the amount by \$12,382.18 (plus 10% contingency) to cover pricing increase due to supply change increases on a PB Loader and Patcher box from PB Loader Corporation utilizing the Sourcewell Cooperative Purchasing Contract.

**CC 6. SEWER COLLECTION SYSTEM ANNUAL REPORT FOR FISCAL YEAR 2021-2022**

Accepted the Sanitary Sewer Collection System Annual Report for Fiscal Year 2021-2022.

**CC 7. REVENUE AND EXPENDITURE APPROPRIATIONS FOR FUNDING AND ESTABLISHING TWO CAPITAL IMPROVEMENT PROGRAM PROJECTS**

Increased appropriated expenditures and established two (2) Capital Improvement Program (CIP) projects totaling \$500,000.00.

**CC 8. WHIT CARTER PARK LEASE AGREEMENT WITH THE LANCASTER HOUSING AUTHORITY**

Approved a lease agreement between the Lancaster Housing Authority (Lessor) and the City of Lancaster (Lessee) for land use at Whit Carter Park.

Authorized the City Manager or his designee to sign, in substantially the form attached, with non-substantive changes approved by the City Attorney.

**MINUTES**

December 13, 2022

**CC 9. DISPOSITION AND DEVELOPMENT AGREEMENT WITH ACCESS SERVICES**

1. Approved the Disposition and Development Agreement with Access Services for the sale and subsequent development of two industrial parcels located in the Lancaster Business Park.
2. Authorized the City Manager, or his designee, to execute (i) the Disposition and Development Agreement substantially in the form presented, subject to non-substantive changes approved by the City Manager and City Attorney; and (ii) all documents necessary or appropriate to complete the transaction.

**CC 10. MEMORANDUM OF UNDERSTANDING WITH AVENUE G, LLC**

1. Approved a Memorandum of Understanding with Avenue G, LLC to advance efforts to develop a half-square mile area located in the Fox Field Industrial Corridor.
2. Authorized the City Manager or his designee to make any needed non-substantive changes and execute all related documents.

**CC 11. ACCEPTANCE OF PUBLIC WORKS CONSTRUCTION PROJECT NO. 19-002 - 10TH STREET WEST AND AVENUE J IMPROVEMENTS, HSIPL-5419(053)**

Accepted the work constructed by Los Angeles Engineering, Inc., for Public Works Construction Project No. 19-002, 10th Street West and Avenue J Improvements, HSIPL-5419(053); and directed 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.

**CC 12. ACCEPTANCE OF PUBLIC WORKS CONSTRUCTION PROJECT NO. 21-009 – 2021 SUMMER PAVEMENT MANAGEMENT PROGRAM**

Accepted the work constructed by Sully-Miller Contracting Company for Public Works Construction Project No. 21-009, 2021 Summer Pavement Management Program, and directed 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.

**CC 13. PROFESSIONAL SERVICES AGREEMENT FOR BIOTECH INCUBATOR DESIGN SERVICES**

Approved the Professional Services Agreement with BAM Creative, of Los Angeles, California, in the amount of \$739,770.00 with a 10% contingency, for biotech incubator tenant improvement final design services, and authorized the City Manager, or his designee, to sign all documents related to the Professional Services Agreement.



**MINUTES**

December 13, 2022

**CC 14.FINAL MAP APPROVAL – TRACT MAP NO. 061118 (LOCATED AT THE NORTHWEST CORNER OF 62ND STREET WEST AND AVENUE J)**

Approved the map and accept the dedications as offered on Tract Map No. 061118 located at the Northwest corner of 62nd Street West and Avenue J; made findings that this project will not violate any of the provisions of Sections 66473.5, 66474.1 and 66474.6 of the Subdivision Map Act; and instructed the City Clerk to endorse on the face of the map the certificate which embodies the approval of said map and the dedications shown thereon.

**CC 15.TASK ORDER FOR MULTI-YEAR PROFESSIONAL SERVICES (SERVICE GROUP CATEGORY 1 - ROADWAY AND STRUCTURES ENGINEERING) DESIGN SERVICES FOR LANCASTER HEALTH DISTRICT (FORMERLY MEDICAL MAIN STREET), PROJECT ID# F9131 (REFERENCE PWCP 20-006)**

Approved Task Order No. 6 for additional authorization involving additional design services with Kimley-Horn and Associates, Inc., (KHA) of Los Angeles, California, in accordance with the Multi-Year Professional Services Agreement for Lancaster Health District (formerly Medical Main Street) Design Services in the amount of \$498,768.00 with an additional \$150,000.00 contingency; and authorized the City Manager, or his designee, to sign all documents.

**CC 16.TASK ORDER FOR MULTI-YEAR PROFESSIONAL SERVICES (SERVICE GROUP CATEGORY 4 - ENVIRONMENTAL SERVICES) ENVIRONMENTAL SERVICES FOR LANCASTER HEALTH DISTRICT (FORMERLY MEDICAL MAIN STREET), PROJECT ID# F9131 (REFERENCE PWCP 20-006)**

Approved Task Order No. 2 for additional authorization involving environmental services with Psomas of Pasadena, California, in accordance with the Multi-Year Professional Services Agreement, Service Group Category (SGC) 4 – Environmental Services for Lancaster Health District (formerly Medical Main Street) Environmental Services in the amount of \$204,196.00 with an additional \$100,000.00 contingency; and authorized the City Manager, or his designee, to sign all documents.

**CC 17.RESOLUTION OF INTENT PROCEEDINGS TO FORM PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2021-1 (PUBLIC SERVICES)**

Adopted **Resolution No. 22-60**, for intention to establish a community facilities district, proposed to be named City of Lancaster Community Facilities District No. 2021-1 (Public Services), and to authorize the levy of special taxes.

**MINUTES**

December 13, 2022

**CC 18.ACCEPTANCE OF PUBLIC WORKS CONSTRUCTION PROJECT NO. 21-008 (REBID) – 2021 NEIGHBORHOOD IMPROVEMENT PROJECT**

Accepted the work constructed by Sully-Miller Contracting Company for Public Works Construction Project No. 21-008, 2021 Neighborhood Improvement Project, and directed 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.

**CC 19.TASK ORDER FOR MULTI-YEAR PROFESSIONAL SERVICES (SERVICE GROUP CATEGORY 11) ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR PUBLIC SAFETY BUILDING IMPROVEMENTS (REFERENCE PWCP 23-027)**

Approved Task Order No. 1 with Huitt-Zollars, Inc., for services in accordance with the 2018-2020 Multi-Year Professional Services Agreement, Service Group Category 11 – Architectural and Engineering Services for the Public Safety Building Improvements in the amount of \$347,376.27 plus a 20% contingency. Authorized the City Manager, or his designee, to sign all documents.

**CC 20.ZONE CHANGE NO. 22-01 LOCATED BETWEEN AVENUE K AND AVENUE K-8 ON THE EAST SIDE OF 55TH STREET WEST (APNS: 3204-010-054, -055, -062, -063, 3204-011-033, -034, -059**

Adopted **Ordinance No. 1095**, amending the City Zoning Plan for approximately 40.4 gross acres of land located between Avenue K and Avenue K-8 on the east side of 55th Street West (APN Numbers: 3204-010-054, -055, -062, -063, 3204-011-033, -034, -059), from Single-Family Residential, minimum lot size 10,000 square feet (R-10,000) to Single-Family Residential, minimum lot size 7,000 square feet (R-7,000), known as Zone Change No. 22-01.

**CC 21.“STAND STRONG” YOUTH SPORTS LOAN PROGRAM FORGIVENESS**

1. Approved the forgiveness of all “Stand Strong” Youth Sports loans awarded to local non-profit youth sports organizations that were negatively impacted by the COVID-19 pandemic.
2. Authorized the City Manager, or his designee, to finalize and execute all related documents.

**CC 22.PROFESSIONAL SERVICES AGREEMENT - PROJECT ADVISOR OF CLEAN ENERGY MINISTERIAL / DOE H2 TWIN CITIES MENTOR-MENTEE PROGRAM**

**MINUTES**

December 13, 2022

Approved a Professional Services Agreement with Enso Advisory Services, LLC (“Enso”) of New York, New York, in the amount of \$288,000.00. Authorized the City Manager, or his designee, to sign all documents.

**CC 23.AMENDING CLASSIFICATION SCHEDULE AND INCREASING THE FULL TIME EQUIVALENT (FTE) HEADCOUNT**

Adopted **Resolution 22-62**, amending Resolution 21-65, establishing a compensation schedule for various classifications of employees of the City of Lancaster and adding 37 additional FTE positions.

**PH 1. ZONE CHANGE NO. 21-04 LOCATED AT THE NORTHEAST CORNER OF 55TH STREET WEST AND AVENUE K (APNS: 3203-016-035, -036, -037)**

Mayor Parris opened the public hearing.

The City Council waived the staff report on this item seeing no public comment.

Mayor Parris closed the public hearing.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council introduced **Ordinance No. 1096**, amending the City Zoning Plan for approximately 38.9 gross acres of land located at the northeast corner of 55th Street West and Avenue K (APNs: 3203-016-035, -036, -037) from Single-Family Residential, minimum lot size 10,000 square feet (R-10,000), and Single-Family Residential, minimum lot size 15,000 square feet (R-15,000) to Single-Family Residential, minimum lot size 7,000 square feet (R-7,000), known as Zone Change No. 21-04; by the following vote: 5-0-0-0; AYES: Dorris, Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

**PH 2. FIRST TIME HOMEBUYER PROGRAM**

Mayor Parris opened the public hearing.

Chris Aune, Housing Manager-Real Estate and Economic Development presented the staff report on this item.

Deputy Mayor Shawn Cannon discussed the Social Equity Commission’s role in the First Time Homebuyer program.

**MINUTES**

December 13, 2022

Mayor Parris closed the public hearing.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council:

1. Adopted **Resolution No. 22-61**, implementing the First Time Homebuyer Program.
2. Authorized the City Manager or his designee to execute all related documents.
3. Authorized the City Manager or his designee to negotiate and execute individual loan agreements of up to \$150,000.00 each with qualified homebuyers under the parameters of the First Time Homebuyer Program, up to a maximum cumulative amount of \$1,657,393.00, with the concurrence of the City Attorney.
4. Appropriated \$981,261.00 from fund balance 391-2900-000 to expenditure account number 391-4792-355 for the First Time Home Buyer Program expenses; by the following vote: 5-0-0-0 AYES: Dorris, Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

**PH 3. SUBSTANTIAL AMENDMENT TO THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021-2022 AND 2022-2023 ACTION PLANS, SUBSTANTIAL AMENDMENT TO THE CITY'S CONSOLIDATED PLAN AND STRATEGY CITIZEN PARTICIPATION PLAN AND PUBLIC HEARING TO RECEIVE PUBLIC INPUT ON THE 2023-2024 PROGRAM YEAR**

Mayor Parris opened the public hearing.

Nike Noack, Senior Manager-Finance Department, presented the staff report on this item.

Mayor Parris closed the public hearing.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council:

- a. Conducted a public hearing and upon accepting public testimony concerning housing and community development needs, priority non-housing community development needs, proposed strategies and actions for affirmatively furthering fair housing, the development of proposed activities, and review of program performance, proposals and questions;
- b. Approved the Substantial Amendment to the Community Development Block Grant (CDBG) 2021-2022 and 2022-2023 Action Plans (Action Plans) to allow for the reprogramming of \$681,258 funds to one (1) new activity;
- c. Approved the Substantial Amendment to the City's Consolidated Plan and Strategy Citizen Participation Plan (CPP) which has been modified to be more consistent with U.S. Department of Housing and Urban Development (HUD)'s recent guidance; and
- d. Authorized the City Manager, or designee, to execute and transmit all necessary contracts and associated documents, including the Substantial Amendment to the Action

**MINUTES**

December 13, 2022

Plans and CPP, and any additional amendments, to ensure the City's timely expenditure of HUD funds. by the following vote: 5-0-0-0; AYES: Dorris, Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

**NB1. ORDINANCE PERTAINING TO LANCASTER MUNICIPAL CODE PROVISIONS REGARDING ADMINISTRATIVE CITATIONS**

Allison Burns, City Attorney presented the staff report on this item.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi the City Council introduced **Ordinance No. 1097** amending Titles 1, 5, 8, 9, and 12 of the Lancaster Municipal Code relating to administrative citations for misdemeanor and civil offenses, the implementation of a process for fee reduction and appeal for administrative citations, and giving the city manager discretion to create policies and procedures to further implement each Title ; by the following vote: 5-0-0-0; AYES: Dorris, Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

**CA 1. CONSIDERATION OF NOMINATION AND REAPPOINTMENT OF COMMISSION MEMBERS TO THE FOLLOWING COMMISSIONS:**

**Criminal Justice Commission**

Mark Brown-REAPPOINTED ONE (1) YEAR TERM  
Howard Harris- REAPPOINTED ONE (1) YEAR TERM  
Jin Hur- REAPPOINTED ONE (1) YEAR TERM  
Jeff Little- REAPPOINTED ONE (1) YEAR TERM  
Andrew Mercy- REAPPOINTED ONE (1) YEAR TERM

On a motion by Mayor Parris and seconded by Vice Mayor Crist the City Council approved the reappointment of Criminal Justice Commission Members for another one (1) year term on the Criminal Justice Commission; by the following vote: 5-0-0-0; AYES: Dorris, Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

**Measure LC Citizens' Oversight Committee**

Devin Birden- REAPPOINTED ONE (1) YEAR TERM  
Steven Derryberry- REAPPOINTED ONE (1) YEAR TERM  
Cassandra Harvey- REAPPOINTED ONE (1) YEAR TERM  
James Vose- REAPPOINTED ONE (1) YEAR TERM  
Geoff Yeager- REAPPOINTED ONE (1) YEAR TERM

On a motion by Mayor Parris and seconded by Vice Mayor Crist the City Council approved the reappointment of Measure LC Citizens' Oversight Committee Members for another one (1) year term on Measure LC Citizen's Oversight Commission; by the following vote:

**MINUTES**

December 13, 2022

5-0-0-0; AYES: Dorris, Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

**Social Equity Commission**

Lloryi Carter- REAPPOINTED ONE (1) YEAR TERM

Karen Davis- REAPPOINTED ONE (1) YEAR TERM

Christopher DeLoach- REAPPOINTED ONE (1) YEAR TERM

Giovanni Pope - REAPPOINTED ONE (1) YEAR TERM

On a motion by Mayor Parris and seconded by Vice Mayor Crist the City Council approved the reappointment of Social Equity Commission Members for another one (1) year term on Social Equity Commission; 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 COMMISSIONERS TO THE SOCIAL EQUITY COMMISSION.**

On a motion by Mayor Parris and seconded by Vice Mayor Crist the City Council approved nomination and appointment of Cory Barnes, Frank Ramos, and Jennifer Sanchez to the Social Equity 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 THE CHAIR TO THE SOCIAL EQUITY COMMISSION. (CONTINUED TO JANUARY 10, 2023)**

Council tabled this item until the next City Council meeting scheduled on January 10, 2023.

**CA 4. DISCUSSION AND POSSIBLE ACTION REGARDING THE LANCASTER METROLINK STATION.**

Trolis Niebla, Assistant City Manager provided an update on the surveys conducted with the Boulevard (BLVD) Ambassadors and Los Angeles Homeless Services Authority (LAHSA). The Assistant City Manager discussed LASA's extensive outreach in hotspot areas.

Discussion among Council included validity of homeless count. Council also discussed the City of Los Angeles's emergency declaration regarding homelessness issues and the desire to build housing units in the City of Palmdale. Council discussed the amount received per homeless person for Service Planning Areas (SPA) in comparison to the City of Los Angeles.

Addressing the Council at this time:

**MINUTES**

December 13, 2022

Rileena Dodson- discussed potential housing solutions for homeless individuals.

Mayor Parris discussed declaring a state of emergency in response to the City of Los Angeles' declaration regarding homelessness issues.

**NB2. DISCUSSION AND POSSIBLE ACTION TO DECLARE A STATE OF EMERGENCY**

Allison Burns, City Attorney advised Council on the procedures needed to add an agenda item declaring a state of emergency. The City Attorney advised Council that an emergency declaration agenda item may be added to this agenda on the grounds that the City Council was unaware of City of Los Angeles' intention to utilize property and immediate action is required.

On a motion by Vice Mayor Crist and seconded by Council Member Mann the City Council approved adding agenda item number NB 2 for discussion and possible action regarding declaration of a state of emergency, by the following vote: 5-0-0-0; AYES: Dorris, Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None.

On a motion by Mayor Parris and seconded by the Council Member Dorris declared a state of emergency to counter the City of Los Angeles' stated intent to invade the City of Lancaster with their homeless, by the following vote: 5-0-0-0; AYES: Dorris, Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None.

**CR 1. COUNCIL REPORTS**

Vice Mayor Crist reported on the Antelope Valley Transit Authority's (AVTA) upcoming food and toy giveaway. Vice Mayor Crist also reported on disbursement of grants from the Antelope Valley Air Quality Management District's (AVAQMD). He also reported on upcoming new building at the Antelope Valley Fairgrounds.

**LANCASTER FINANCING AUTHORITY**

No action required at this time.

**LANCASTER POWER AUTHORITY**

No action required at this time.

**CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS**

Jason Caudle, City Manager provided a report regarding the Magical Boulevard event.

Staff provided a video presentation recap regarding the Magical Boulevard event.

**MINUTES**

December 13, 2022

The City Manager reported on upcoming Public Safety outreach beginning December 14, 2022.

Rodrick Armalin, Director of Public Safety reported on illegal operation taskforce.

Staff provided a video recap of Public Safety's illegal operation takedown.

The City Manager announced the partnership with ELEMENT, a hydrogen production facility. He also announced the current mentee-mentor program with Namie, Japan and Hawaii.

**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 City Council at this time:

Fran Sereseres- commented on Mayor Karen Bass' news conference and the resolution of lighting issues.

Victor Trujillo-discussed issues with obtaining police report from the Los Angeles County Sheriff's department.

Victor Shermerhorn-discussed issues with illegally parked vehicles.

David Paul-discussed various current events and issues.

Rileena Dodson- discussed issues regarding charging stations for scooters.

**ADJOURNMENT**

Mayor Parris adjourned the meeting at 6:25 p.m. Mayor Parris stated that the next City Council/Successor Agency/Financing/Power/California Choice Energy Authority meeting will be held on Tuesday, January 10, 2023 at 5:00 p.m.

PASSED, APPROVED and ADOPTED this 10<sup>th</sup> day of January, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:



LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/HOUSING  
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY  
**MINUTES**  
December 13, 2022

ATTEST:

APPROVED:

\_\_\_\_\_  
ANDREA ALEXANDER  
CITY CLERK

\_\_\_\_\_  
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
01/10/23
JC

Date: January 10, 2023  
To: Mayor Parris and City Council Members  
From: George N. Harris II, Finance Director  
Subject: **Check Registers – December 2, 2022, through December 24, 2022**

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**Recommendation:**

1. Approve the Check and Wire Registers for December 2, 2022, through December 24, 2022, in the amount of \$8,920,212.86 as presented.
2. Find that the California Environmental Quality Act does not apply to this item.

**Fiscal Impact:**

\$8,920,212.86 as detailed in the Check Registers.

**Background:**

At each regular City Council Meeting, the City Council is presented with a check and ACH/wire registers listing the financial claims (invoices) against the City for the 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.:	7430203-7430853	\$ 8,703,615.57
ACH/Wire Check Nos.:	101011796-101011803	\$ <u>216,597.29</u>
		\$ 8,920,212.86

Voided Check No.: 7430342; 7430395; 7430415; 7430637  
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.: 7430203 - To Check No.: 7430853  
 From Check Date: 12/02/22 - To Check Date: 12/24/22

Printed: 12/28/2022 13:09

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7430203	09179	ALLEN, MICHAEL	MA-PR DM-MONTEREY-12/06-08/22	185.00	101 4220256	185.00
7430204	C8559	AUNE, CHRIS	CA-MLG-COLORADO-10/24-28/22	162.50	306 4792201	162.50
7430205	11334	BENITEZ, MARIA	RECYCLING CNTR-NOT APPRVD LCTN	957.00	101 3203100	957.00
7430206	C8088	BUSH, TIMOTHY	TB-RMBRSMNT-LUNCH-HACIENDA	103.86	101 4245251	103.86
7430207	C2060	CALIFORNIA WATER SERVICE	10/15/22-11/14/22 WATER SVC	1,722.98	482 4636654	1,722.98
7430208	D4457	CARDENAS, ROSA	RC-MLG-LOS ANGELES-11/14-16/22	107.00	101 4245203	107.00
7430209	11306	CLARKE, SHELBY	SC-RMBRSMNT-MAGICAL BLVD SPPLY	24.70	101 4649565	24.70
7430210	07201	HALL JR, CHARLES	11/22-SPORTS OFFICIAL	92.00	101 4641308	92.00
7430211	10672	HARRIS, GEORGE	GH-PR DM-MONTEREY-12/06-08/22	185.00	101 4220256	185.00
7430212	1215	L A CO WATERWORKS	WATER MAIN RELCT PWCP23-020	3,120.00	209 15ST058924	1,850.16
					321 15ST058924	1,269.84
				<u>3,120.00</u>		<u>3,120.00</u>
7430213	1215	L A CO WATERWORKS	09/07/22-11/16/22 WATER SVC	42,890.07	101 4622654	67.71
					101 4631654	26,985.55
					101 4633654	505.76
					101 4651654	276.05
					101 4800403	1,269.79
					203 4636654	2,030.82
					482 4636654	11,754.39
				<u>42,890.07</u>		<u>42,890.07</u>
7430214	D4479	NIEBLA, SHEILA M	SN-TRVL RMBMNT-10/24-26/22	746.32	101 4761201	746.32
7430215	09845	NOACK, NIKE	NN-PR DIEM-MONTEREY-12/06-08/22	185.00	101 4220256	185.00
7430216	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 24/2022	714.89	101 2170200	714.89
7430217	06160	PRIME TIME PARTY RENTALS	HH-TENTS/TABLES/CHAIRS/RENTALS	10,070.00	101 4649561	10,070.00
7430218	11278	SHELDON, LAWSON	SL-PER DIEM-HNTNGT-12/04-09/22	407.00	101 4220256	407.00
7430219	C7654	SMITH, WADE	WS-DMV CLASS A LICENSE FEE	51.06	111 4753200	51.06
7430220	03154	SO CA EDISON	09/27/22-10/30/22 ELEC SVCS	285.80	483 4754660	285.80

# City of Lancaster Check Register



From Check No.: 7430203 - To Check No.: 7430853  
 From Check Date: 12/02/22 - To Check Date: 12/24/22

Printed: 12/28/2022 13:09

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7430221	03154	SO CA EDISON	10/20/22-11/07/22 ELEC SVCS	722.29	101 4800403	722.29
7430222	03154	SO CA EDISON	10/07/22-11/07/22 ELEC SVCS	1,016.21	203 4636652 482 4636652 484 4755652	67.98 933.25 14.98
				<u>1,016.21</u>		<u>1,016.21</u>
7430223	03154	SO CA EDISON	09/06/22-10/30/22 ELEC SVCS	3,338.59	203 4754652 483 4754660	3,153.20 185.39
				<u>3,338.59</u>		<u>3,338.59</u>
7430224	03154	SO CA EDISON	09/09/22-11/07/22 ELEC SVCS	10,394.95	101 4620652 101 4633652 101 4634652 101 4635652 203 4754652 482 4636652 483 4754660	1,615.85 65.91 488.51 6,461.34 181.06 39.47 1,542.81
				<u>10,394.95</u>		<u>10,394.95</u>
7430225	03154	SO CA EDISON	09/01/22-11/03/22 ELECTRIC SVC	18,574.92	203 4754652 480 4755652 484 4755652 485 4755652 490 4250652	9,241.13 478.55 (68.20) 6,251.10 2,672.34
				<u>18,574.92</u>		<u>18,574.92</u>
7430226	2106	U S POSTMASTER	POSTAGE-FALL 2022 OUTLOOK	14,205.72	101 4205211	14,205.72
7430227	07239	WITTE, EDITH	RFND-LEGAL DOCS PAID PRSNL CC	107.75	101 2176001	107.75
7430228	C8775	WORRELL, JULIE	JW-MLG/PRKNG-VAN NUYS-11/14/22	98.13	101 4220203	98.13
7430229	06066	A T & T	DOJ-10/22-PHONE-BAN 9391067128	210.10	112 4315651	210.10
7430230	08979	A V PEST CONTROL	LMS-PEST CONTROL SERVICE	275.00	101 4632301	275.00
7430231	00107	A V PRESS	10/22-LEGAL ADS	3,770.02	101 4210263 101 4210263 101 4770263 101 4770263 101 4770263 101 4770263 101 4770263	286.99 319.84 345.64 469.20 543.10 777.70 1,027.55
			10/22-ON THE NET ADS	<u>11,980.00</u>	101 4205205	<u>11,980.00</u>
				<u>15,750.02</u>		<u>15,750.02</u>
7430232	05445	ADELMAN BROADCASTING, INC	PAC-11/22 ADS-IT'S MAGIC	270.00	101 4649565	270.00

# City of Lancaster Check Register



From Check No.: 7430203 - To Check No.: 7430853  
 From Check Date: 12/02/22 - To Check Date: 12/24/22

Printed: 12/28/2022 13:09

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			PAC-11/22 ADS-IT'S MAGIC	270.00	101 4649565	270.00
				540.00		540.00
7430233	06352	AGILITY RECOVERY SOLUTIONS	11/22-READYSUITE	733.16	112 4315302	733.16
7430234	11257	ALMOST CHRISTMAS PROP SHOPPE L	MBC-VILLAGE HOUSES/ARCH/PICKUP	15,000.00	101 4649565	15,000.00
7430235	D3147	AMERICAN PLUMBING SERVICES,INC	LMS-TOILET & URINAL REPAIR	595.00	101 4632402	595.00
			OMP-TOTAL REPAIR	257.50	101 4634402	257.50
			OMP-TOILET REPAIR	175.00	101 4634402	175.00
			OMP-TOILET REPAIR	329.50	101 4634402	329.50
				1,357.00		1,357.00
7430236	11057	AMILIA TECHNOLOGIES USA INC	SMRT APR-FSC PROCESS	4,492.50	101 4600308	4,492.50
7430237	02693	ANDY GUMP, INC	WCP-FENCE RENTAL	77.40	101 4631602	77.40
			OMP-FENCE RENTAL	33.74	101 4634602	33.74
			HP-FENCE RENTAL	17.86	101 4634602	17.86
			OMP-FENCE RENTAL	44.98	101 4634602	44.98
				173.98		173.98
7430238	11267	ARCHIE, BRYCE	11/22-SPORTS OFFICIAL	96.00	101 4641308	96.00
7430239	09102	ARCHIVESOCIAL	SOCIAL MEDIA ARCHIVING	5,100.00	112 4315302	5,100.00
7430240	09751	ARMSTRONG, ALVIN JR	11/22-SPORTS OFFICIAL	617.00	101 4641308	617.00
7430241	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE	713.05	203 4752410	713.05
			READY MIX CONCRETE	668.95	203 4752410	668.95
			READY MIX CONCRETE	1,109.95	203 4752410	1,109.95
			READY MIX CONCRETE	660.68	203 4752410	660.68
				3,152.63		3,152.63
7430242	10908	AUTOMOTIVE PARTS WHOLESAL INC	EQ3988	36.86	111 4753207	36.86
7430243	07112	AV ACTION AIR INC	LMS-HVAC SERVICES	380.00	101 4632402	380.00
			LMS-HEATER REPAIR	1,650.00	101 4632402	1,650.00
				2,030.00		2,030.00
7430244	D0879	B'S EMBROIDERY ETC, INC	JACKET EMBROIDERY	135.06	101 4632209	135.06
7430245	C3061	BATES, JOE	11/22-SPORTS OFFICIAL	115.00	101 4641308	115.00
7430246	08548	BREWYARD BEER COMPANY, LLC	FOD 22 POURING-LAGER(40GLLNS)	562.00	101 4649563	562.00
7430247	06176	C S TECH GROUP, INC	JRP-LABOR-INST TWO ANTENNAS	2,400.00	112 11BS019924	2,400.00
7430248	D0629	CA ASSOC OF CODE ENF OFFICERS	RC-PROFESSNL MEMBERSHIP DUES	128.00	101 4245200	128.00

# City of Lancaster Check Register



From Check No.: 7430203 - To Check No.: 7430853

From Check Date: 12/02/22 - To Check Date: 12/24/22

Printed: 12/28/2022 13:09

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7430249	C0914	CAMPBELL II, EDWARD LEE	11/22-SPORTS OFFICIAL	230.00	101 4641308	230.00
7430250	06020	CANON FINANCIAL SERVICES, INC	10/22 COPIER CHARGES	428.96	101 4410253	428.96
7430251	04636	CAYENTA/N HARRIS COMPUTER CORP	12/22-CMS LMB-LASER 1096/1099 COPY	5,840.00 488.23 <u>6,328.23</u>	112 4315302 101 4432259	5,840.00 488.23 <u>6,328.23</u>
7430252	11323	CELLADOR ALES, LLC	FOD 22 POUR-VARIOUS KEGS-140GL	670.50	101 4649563	670.50
7430253	D0597	CHICAGO TITLE	SVF-CONDITION OF TITLE	700.00	101 4790301	700.00
7430254	03552	COASTLINE EQUIPMENT CO	VARIOUS	893.56	111 4753207	893.56
7430255	08516	CODY, RAYMOND	11/22-SPORTS OFFICIAL	48.00	101 4641308	48.00
7430256	11097	CORPORATE STREAMS	LTV-PRODUCTION SERVICES LTV-PRODUCTION SERVICES	24,583.33 9,500.00 <u>34,083.33</u>	101 4207301 101 4207301	24,583.33 9,500.00 <u>34,083.33</u>
7430257	00794	CORRALES, RUDY	11/22-SPORTS OFFICIAL	230.00	101 4641308	230.00
7430258	10341	CORUCE VINEYARDS AND WINERY	FOD 22 POURING-ASSORTED WINE	883.02	101 4649563	883.02
7430259	11294	CREATIVE MACHINES	PUBLIC ART-SUPER BLOOM-CS	25,000.00	101 13ZZ006924	25,000.00
7430260	C7625	DAPEER,ROSENBLIT & LITVAK, LLP	10/22-SPECIALIZED LGAL SVCS-CL 09/22-SPECIALIZED LGAL SVCS-HW 10/22-SPECIALIZED LGAL SVCS-WR	720.00 67.50 315.00 <u>1,102.50</u>	101 4230301 101 4230301 101 4230301	720.00 67.50 315.00 <u>1,102.50</u>
7430261	00432	DEPT OF JUSTICE	04/22-FINGERPRINT APPS 08/22-FINGERPRINT APPS	2,176.00 4,286.00 <u>6,462.00</u>	101 4220255 101 4220255	2,176.00 4,286.00 <u>6,462.00</u>
7430262	00414	DESERT LOCK COMPANY	LNSC-PM LOCKS LNSC-REPAIR LOCK CH-LOCK REPAIR LNSC-PM LOCKS	53.71 10.00 9.65 312.89 <u>386.25</u>	101 4635404 101 4635402 101 4633402 101 4635404	53.71 10.00 9.65 312.89 <u>386.25</u>
7430263	09191	DESIGNERS TOUCH LANDSCAPE INC	STP-DG-BOULDERS STP-PLAYGROUND DG	1,999.50 1,999.50 <u>3,999.00</u>	101 4631402 101 4631402	1,999.50 1,999.50 <u>3,999.00</u>
7430264	08839	DUKE ENGINEERING AND ASSOCS	PRS-ENGINEERING SPECS	4,530.00	207 12AC009924	4,530.00
7430265	02683	DUNN-EDWARDS	PW-PAINT/SUPPLIES/GRAFFITI-ABT	948.34	203 4752502	948.34

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Printed: 12/28/2022 13:09

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			PW-PAINT/SUPPLIES/GRAFFITI-ABT	2,185.70	203 4752502	2,185.70
			PW-PAINT AND SUPPLIES GRAFFIT	9,713.04	203 4752502	9,713.04
				<u>12,847.08</u>		<u>12,847.08</u>
7430266	08329	E C S IMAGING INC	LASERFICHE ANNUAL RENEWAL	33,853.00	112 4315302	33,853.00
7430267	05665	EGGERTH, DARRELL	11/22-SPORTS OFFICIAL	184.00	101 4641308	184.00
7430268	11078	ELITE SPORTS APPAREL USA INC	CUSTOM-JERSEY BIG SMMR CHAMPS	8,693.22	101 4641251	8,693.22
7430269	09614	ENCOMPASS CONSULTANT GROUP INC	CP23011-35TH ST W STRT IMPRV	8,240.00	206 12ST043924	8,240.00
			CP23011-35TH ST W STRT IMPRV	490.00	206 12ST043924	490.00
				<u>8,730.00</u>		<u>8,730.00</u>
7430270	06857	ENTERTAINMENTMAX, INC	BOOKING AGNT COMM-MF	2,500.00	101 4650301	2,500.00
7430271	D3240	FASTENAL COMPANY	PW-JANITORIAL SUPPLIES	1,286.85	203 4752406	106.72
					203 4752406	546.68
					203 4752502	633.45
				<u>1,286.85</u>		<u>1,286.85</u>
7430272	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	255.83	101 4649576	255.83
			EXPRESS MAILINGS	152.97	101 4650212	152.97
			EXPRESS MAILINGS	30.57	101 4600212	30.57
				<u>439.37</u>		<u>439.37</u>
7430273	10435	FOOTHILL COMMUNICATIONS INC	RADIO RENTALS(67)	480.00	101 4245350	480.00
7430274	08441	FRANKLIN TRUCK PARTS INC	EQ3770	332.07	111 4753207	332.07
			EQ3770	117.54	111 4753207	117.54
			EQ3775	133.42	111 4753207	133.42
				<u>583.03</u>		<u>583.03</u>
7430275	08308	GET HOOKED CRANE SERVICE INC	EMRGNCY SRVC TRAFFIC-CHALLNGR	792.50	203 4754460	792.50
			EMERGNCY SRVCS-LGHT PL-H13&GDS	890.00	203 4754460	890.00
				<u>1,682.50</u>		<u>1,682.50</u>
7430276	10888	GONZALEZ PROPERTY SVCS	STP-GRAFFITI	875.00	101 4630460	875.00
			MP-VANDALISM-FENCE REPAIR	960.00	101 4630460	960.00
			EDP-VANDALISM-GRAFFITI RMVL	495.00	101 4630460	495.00
			JRP-VANDALISM-GRAFFITI RMVL	560.00	101 4630460	560.00
			WCP-VANDALISM-GRAFFITI RMVL	760.00	101 4630460	760.00
			LMS-IRON FENCE REPAIR	975.00	101 4632402	975.00
			ESP-SIGN INSTALL	875.00	101 4631402	875.00
			OMP-GRAFFITI RMVL	385.00	101 4630460	385.00
			RDP-PRESSURE WASH	585.00	101 4634402	585.00
			LNSC-MAP INSTALL	585.00	101 4635402	585.00
			OMP-VANDALISM REPAIR	485.00	101 4630460	485.00
			SANTZ/DISINFCT-COMMON AREA	985.00	101 4431301	985.00



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Printed: 12/28/2022 13:09

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			LMS-MAIN GATE REPAIR	950.00	101 4632402	950.00
			ESP-OUTLET REPAIR	365.00	101 4631402	365.00
			CHRISTMAS BOX-INSTAL SVCS	985.00	101 4649565	985.00
			STP-GRAFFITI	560.00	101 4630460	560.00
				<u>11,385.00</u>		<u>11,385.00</u>
7430277	03430	GRAINGER	EQ3995	57.64	111 4753207	57.64
7430278	11041	GUANDIQUE, JORGE MARIO	11/22-SPORTS OFFICIAL	414.00	101 4641308	414.00
7430279	05822	H & H AUTO PARTS WHOLESALE	HYDRAULIC SPIN-ON/LUBE/FUEL	176.44	111 4753214	176.44
			BOSCH CLEAR ADVANTAGE WI	102.40	111 4753214	102.40
			EQ7770	65.28	111 4753207	65.28
			VARIOUS	162.52	111 4753207	162.52
			EQ5600	55.30	111 4753207	55.30
			EQ3412	328.25	111 4753207	328.25
				<u>890.19</u>		<u>890.19</u>
7430280	00849	HAAKER EQUIPMENT CO	EQ3779	879.31	111 4753207	879.31
7430281	10814	HARBOR DISTRIBUTING, LLC	FOD-HIGH DESERT DISTRIBUTING	9,776.00	101 4649563	9,776.00
			FOD HIGH DESERT DISTRIBUTING	750.00	101 4649563	750.00
			FOD HIGH DESERT DISTRIBUTING	699.00	101 4649563	699.00
			FOD HIGH DESERT DISTRIBUTING	423.00	101 4649563	423.00
				<u>11,648.00</u>		<u>11,648.00</u>
7430282	02585	HARRELL, BARON	11/22-SPORTS OFFICIAL	628.00	101 4641308	628.00
7430283	03631	HARRIS & ASSOCIATES, INC.	AD ANNEX SVCS 10/02-29/22	2,731.38	480 4700301	271.50
					482 4700301	418.80
					483 4700301	610.81
					484 4700301	1,430.27
				<u>2,731.38</u>		<u>2,731.38</u>
7430284	819	HERC RENTALS INC	OMP-LIFT	275.62	101 4634602	275.62
7430285	09341	HILLARD HEINTZE, LLC	HYBRID LAW ENF-CONSULTING SVCS	4,256.91	101 4820301	4,256.91
7430286	C4032	HOUSING RIGHTS CENTER	CDBG FAIR HOUSING PROGRAM 2022	4,053.26	361 4342301	4,053.26
7430287	11266	HUNT, TERELL	11/22-SPORTS OFFICIAL	230.00	101 4641308	230.00
7430288	A2594	INTERSTATE BATTERY SYS OF A V	VARIOUS	485.76	111 4753207	485.76
			EQ3986	18.47	111 4753207	18.47
			EQ3316	307.57	111 4753207	307.57
			OMP-BATTING CAGES BATTERY	96.61	101 4634404	96.61
				<u>908.41</u>		<u>908.41</u>
7430289	11321	ISHII, ALAN	MOAH-PERFORMANCE-10/22/22	150.00	101 4651251	150.00

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7430290	D4004	J P POOLS	LNSC-PUMP PLATE	1,500.00	101 4635404	1,500.00
7430291	10578	JACK DOHENY COMPANIES, INC	3M DBI-SALA REBAR HOOK RESCUE	2,000.00	480 4755208	2,000.00
7430292	03366	JAS PACIFIC	PLAN REVIEW/INSPECTION SVCS	2,406.25	101 4793301	2,406.25
7430293	D1903	KERN MACHINERY INC-LANCASTER	EQ5855 EQ5667	558.77 2,554.40 <u>3,113.17</u>	111 4753207 111 4753207	558.77 <u>2,554.40</u> 3,113.17
7430294	11080	KIDS KAN INC.	PARCS-STAFF DEV SPEAKERS FEE	1,500.00	101 4200301	1,500.00
7430295	05301	KIMBALL MIDWEST	DOT-AB FTG ASST/ULTRABIT SET	782.37	111 4753214	782.37
7430296	A8656	KIMLEY-HORN & ASSOCIATES INC	AVENUE M PS & E	5,210.00	210 15BR005924	5,210.00
7430297	C8063	KINGDOM BUILDING FELLOWSHIP	JUSTICE SUNDAY SPONSORSHIP	10,000.00	101 4100251	10,000.00
7430298	09226	KONA ICE OF LANCASTER	KONA ICE-KLASSIC	496.00	101 4220251	496.00
7430299	D4206	L A CO WATERWORKS- AV OFFICE	RENEWALFEES-9 CNSTRCTN WTR MTR	1,962.27	203 4752654 203 4752654 203 4752654 203 4752654 480 4755654 480 4755654 480 4755654 480 4755654 484 4755654 484 4755654 <u>1,962.27</u>	218.03 218.03 218.03 218.03 218.03 218.03 218.03 218.03 218.03 218.03 <u>1,962.27</u>
7430300	1203	LANCASTER PLUMBING SUPPLY	LUV-KIT REGAL LPAC-RETRO KIT	9.88 65.19 <u>75.07</u>	101 4633403 101 4650403	9.88 <u>65.19</u> 75.07
7430301	10162	LANDSCAPE CONNECTION GROUP	DEMO/REBUILD PORTION OF TRASH STP-GRAFFITI JRP-GRAFFITI RMVD CC-BUILDING JRP-GRAFFITI RMVL SKT PRK	7,850.00 915.00 1,325.00 1,020.00 <u>11,110.00</u>	101 4752770 101 4630460 101 4630460 101 4630460	7,850.00 915.00 1,325.00 1,020.00 <u>11,110.00</u>
7430302	D3426	LAW OFFICES CHRISTOPHER RAMSEY	CLAIM #063-19/CLGL-1407A1 CLAIM #059-20/CLGL-1417A1	8,758.50 7,718.50 <u>16,477.00</u>	113 4230303 113 4230303	8,758.50 <u>7,718.50</u> 16,477.00
7430303	10609	LDM ASSOCIATES INC	10/22-CDBG ADMINISTRATION	3,928.76	361 4342301	3,928.76
7430304	D1059	LEMON LEAF	CATERING-APPETIZER BUFFT(100)	2,501.51	101 4649576	2,501.51

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7430305	07725	LOCAL CRAFT BEER LLC	ERMAHGERD SLURSHY	1,487.50	101 4649563	1,487.50
7430306	10827	LOS ANGELES ALE WORKS LLC	FOD-KEG-VARIETY QTY(5)	380.00	101 4649563	380.00
7430307	04351	LYN GRAFIX	PERF KNIT FLEX MES POLO	1,165.71	203 4752209	1,165.71
			PERF-KNIT FLEX SERIES MEN POLO	137.76	101 4770259	39.69
					101 4771259	98.07
				<u>1,303.47</u>		<u>1,303.47</u>
7430308	06663	MASON, MELINDA	PHOTOS-HDMG/STREET COM/BYD	575.00	101 4205301	575.00
7430309	C3413	MATHER BROS INC	FOD-TRAILER/ICE BOXES PICKUP	620.00	101 4649563	620.00
7430310	11199	MATTHEW FRASER LLC	MF-BONUS-80% AFTER 30K-NTE	5,335.08	101 4650318	5,335.08
7430311	09497	MCKENZIE, EARL	MBC-ELF STILT JUGGLER-12/10/22	400.00	101 4649565	400.00
7430312	D3578	MINUTEMAN PRESS	DIRECT MAILERS-1571QTY	1,109.01	101 4653251	1,109.01
			BREAKFAST WITH SANTA-125QTY	133.81	101 4649579	133.81
			LNSC-MESH BNNRS-FIELD GOAL NMB	4,381.74	101 4645251	4,381.74
				<u>5,624.56</u>		<u>5,624.56</u>
7430313	11318	MONSIDO, LLC	WEB AND ACCESSIBILITY COMPLIAN	5,665.00	112 4315302	5,665.00
7430314	01184	MONTE VISTA CAR WASH	VARIOUS	655.00	111 4753207	655.00
7430315	08562	NAPA AUTO PARTS	EQ6809	19.43	111 4753207	19.43
			EQ6809	26.78	111 4753207	26.78
			EQ6809	25.40	111 4753207	25.40
			EQ3212	59.51	111 4753207	59.51
			EQ3996	81.33	111 4753207	81.33
			EQ3308	142.87	111 4753207	142.87
			EQ8013	47.58	111 4753207	47.58
			EQ2308	245.16	111 4753207	245.16
			EQ5855	12.33	111 4753207	12.33
			EQ1715	14.97	111 4753207	14.97
			EQ3782	12.39	111 4753207	12.39
			EQ3776	44.97	111 4753207	44.97
			EQ5855	12.39	111 4753207	12.39
			EQ3776	29.37	111 4753207	29.37
			EQ5655	27.79	111 4753207	27.79
			EQ5655	23.09	111 4753207	23.09
			EQ5600	66.02	111 4753207	66.02
			EQ5655	3.31	111 4753207	3.31
				<u>894.69</u>		<u>894.69</u>
7430316	D2822	NATIONAL CINEMEDIA, LLC	THEATER ADS	1,612.00	101 4207205	1,612.00
			THEATER ADS	1,612.00	101 4207205	1,612.00

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			THEATER ADS	1,612.00	101 4207205	1,612.00
			THEATER ADS	1,612.00	101 4207205	1,612.00
				<u>6,448.00</u>		<u>6,448.00</u>
7430317	11254	NUNEZ, ARTURO	FOD-4HR PHOTOGRAPHER	330.75	101 4207205	330.75
7430318	08645	OLD STUMP BREWERY	FOD-4 KEGS VARETY	310.00	101 4649563	310.00
7430319	06636	P & J ELECTRIC INC	SKT-SUMP PUMP REPAIR	1,345.40	101 4631402	1,345.40
7430320	05741	P P G ARCHITECTURAL FINISHES	ESP-PAINT SUPPLIES	106.34	101 4631403	106.34
7430321	11293	PARKWOOD LANDSCAPE MAIN INC	IRRIGATION REPAIR/REPLACE PART	10,189.86	482 4756301	10,189.86
			CENTRAL AREA-REMOVE/REPLACE	405.38	482 4756301	405.38
			AVE 20/J8-REMOVE/REPLACE/RB	448.24	482 4756301	448.24
			IRRIGATION REPAIR/REPLACE PART	992.32	482 4756301	992.32
			AVE L REPLACE/REPLACE 2"	186.83	482 4756301	186.83
			IRRIGATION REPAIR/REPLACE PART	120.68	482 4756301	120.68
				<u>12,343.31</u>		<u>12,343.31</u>
7430322	05998	PAVING THE WAY FOUNDATION	CMMNTY SPRT/GOOD CTZNSHP PRGM	520.00	101 4820301	520.00
7430323	07968	PINNACLE PETROLEUM, INC	UNLEADED(5952) / DIESEL(1906)	9,569.77	111 4753217	9,569.77
			UNLEADED(5952) / DIESEL(1906)	26,842.09	111 4753217	26,842.09
				<u>36,411.86</u>		<u>36,411.86</u>
7430324	06160	PRIME TIME PARTY RENTALS	HWB EVENT-TALES/CHAIRS/TENTS	4,745.00	101 4220251	270.00
					101 4220256	4,475.00
				<u>4,745.00</u>		<u>4,745.00</u>
7430325	09664	PROMO DOG, INC	MOAH-8' FITTED TABLE THROW	950.90	101 4649576	950.90
7430326	06607	PUMPMAN LLC	BACKUP PUMP FOR 20TH E & AVE K	7,544.59	484 4755409	7,544.59
7430327	05864	QUINN COMPANY	EQ3393	219.64	111 4753207	219.64
			EQ3394	265.43	111 4753207	265.43
			EQ3774	267.98	111 4753207	267.98
			EQ3777	223.51	111 4753207	223.51
			EQ3835	239.18	111 4753207	239.18
			EQ3840	187.95	111 4753207	187.95
			EQ5505	284.69	111 4753207	284.69
			EQ3409	146.58	111 4753207	146.58
			EQ3777	1,090.07	111 4753207	1,090.07
				<u>2,925.03</u>		<u>2,925.03</u>
7430328	10987	RESIDENCE INN LANCASTER	RESIDENCE INN-JOHN,DEWOLF	1,761.44	101 4650257	1,761.44
			LPAC-PERFORMERS-LDG--11/13/22	693.24	101 4650257	693.24
				<u>2,454.68</u>		<u>2,454.68</u>

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7430329	05412	RETAIL MARKETING SVCS, INC	10/22-SHOPPING CART RETRIEVAL	75.00	203 4752402	75.00
7430330	C3064	SANTOS, RENALDO	11/22-SPORTS OFFICIAL	621.00	101 4641308	621.00
7430331	09863	SELBERT PERKINS DESIGN (CA)	10/22-CH SIGNAGE WAYFINDING/PM	2,700.00	101 4200301	2,700.00
7430332	11328	SHNELL, GEORGIA	FIGURE MODEL-10/09/22	150.00	101 4651251	150.00
			FIGURE MODEL-10/23/22	100.00	101 4651251	100.00
				<u>250.00</u>		<u>250.00</u>
7430333	5210	SLATER PIANO SERVICE	PIANO TUNING SERVICE	250.00	101 4650301	250.00
7430334	04957	SMITH MANUFACTURING	CONCRETE CREW-CLN DRY HEPA DVC	7,756.84	101 2175000	(739.37)
					203 4752753	<u>8,496.21</u>
				<u>7,756.84</u>		<u>7,756.84</u>
7430335	08891	SOUTHWEST LIFT & EQUIPMENT INC	ANNUAL SERVICE/INSPECTION	1,250.00	111 4753405	1,250.00
7430336	06429	STANTEC CONSULTING SRVCS INC	CP23010-SIERRA HWY PRO SRVCS	231.00	701 12ST042924	231.00
7430337	06963	SURFACE DESIGN	FOD-FINAL-SIGN & INSTAL EVENT	4,000.00	101 4649563	4,000.00
7430338	09665	TERRACARE ASSOCIATES, LLC	11/22-MONTHLY MAINTENANCE	47,489.01	101 4620402	118.07
					101 4622301	2,677.50
					101 4631402	19,220.47
					101 4632402	1,106.69
					101 4633402	217.35
					101 4634402	11,162.97
					101 4635402	11,719.80
					101 4636402	439.30
					207 4633404	688.42
					207 4634402	<u>138.44</u>
				<u>47,489.01</u>		<u>47,489.01</u>
7430339	D2568	TESLA, INC	OMP-10/22 (19825.52 KWH)	1,982.55	101 4634652	1,982.55
			LMS-10/22 (43794.63 KWH)	2,469.31	101 4632652	<u>2,469.31</u>
				<u>4,451.86</u>		<u>4,451.86</u>
7430340	1894	THE SIGN COMPANY	BACKLIT FILM QTY(2)	187.43	101 4650205	187.43
7430341	2009	THE TIRE STORE	EQ3306	1,845.00	111 4753207	1,845.00
7430342		VOID				
7430343	09851	THOMPSON, KAYLA	11/22-SPORTS OFFICIAL	64.00	101 4641308	64.00
7430344	C5522	THOMSON REUTERS-WEST PMT CENTI	10/22-ONLINE SFTWR SBSCRPTN	580.94	101 4230301	580.94
			10/22-ONLINE SFTWR SBSCRPTN	1,214.40	101 4245301	<u>1,214.40</u>

# City of Lancaster Check Register



From Check No.: 7430203 - To Check No.: 7430853  
 From Check Date: 12/02/22 - To Check Date: 12/24/22

Printed: 12/28/2022 13:09

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				1,795.34		1,795.34
7430345	04239	TIM WELLS MOBILE TIRE SERVICE	EQ3747	495.98	111 4753207	495.98
			EQ3002	25.00	111 4753207	25.00
			EQ5667	526.03	111 4753207	526.03
				<u>1,047.01</u>		<u>1,047.01</u>
7430346	2003	TIP TOP ARBORISTS, INC	11/22-TREE TRIMMINGS/REMOVALS	34,639.50	483 4756267	34,639.50
			11/22-TREE TRIMMINGS/REMOVALS	13,833.75	101 4752460	13,833.75
				<u>48,473.25</u>		<u>48,473.25</u>
7430347	D3099	TPX COMMUNICATIONS	10/22-TELEPHONE SVC	10,890.27	112 4315651	10,890.27
7430348	08319	TRIEPEI SMITH & ASSOCIATES INC	06/22-GENERAL ACCOUNT SUPPORT	1,560.00	101 4771301	1,560.00
7430349	09947	TYLER TECHNOLOGIES INC	IMP REMOTE-FIN	2,220.00	112 4315301	2,220.00
			IMP REMOTE-FIN	2,960.00	112 4315301	2,960.00
				<u>5,180.00</u>		<u>5,180.00</u>
7430350	D3265	ULINE	LNSC-TRASH CANS	175.74	101 4635404	175.74
7430351	08783	UNIFIRST CORPORATION	UNIFORM CLEANINGS	72.73	101 4754209	36.37
					111 4753209	36.36
			UNIFORM CLEANINGS	115.50	480 4755209	115.50
				<u>188.23</u>		<u>188.23</u>
7430352	03641	UNITED REFRIGERATION	CITY HALL-V-BELT	75.72	101 4633403	75.72
			LPAC-V-BELT	444.14	101 4650403	444.14
			STADIUM-V-BELT	213.20	101 4632403	213.20
			LUC-V-BELT	229.06	101 4633403	229.06
			CITY A C -TOP NOTCH COGGED BLT	82.29	101 4633403	82.29
				<u>1,044.41</u>		<u>1,044.41</u>
7430353	C4011	UNITED RENTALS	STADIUM-UTV & FUEL RENTAL	991.10	101 4649563	991.10
			STADIUM-UTV & FUEL RENTAL	619.14	101 4649563	619.14
				<u>1,610.24</u>		<u>1,610.24</u>
7430354	2228	VALLEY CONSTRUCTION SUPPLY INC	MAINT-MATERIALS/SUPPLIES	151.81	203 4752410	151.81
7430355	D3370	VERIZON WIRELESS	11/02-12/01/22-WIRELESS SVC	6,317.61	112 4315651	6,317.61
			11/02-12/01/22-WIRELESS SVC	619.77	112 4315651	619.77
			11/02-12/01/22-WIRELESS SVC	10,516.28	112 4315651	10,516.28
				<u>17,453.66</u>		<u>17,453.66</u>
7430356	D2534	VERSEY, DEREK	11/22-SPORTS OFFICIAL	276.00	101 4641308	276.00
7430357	11035	VERSUS FORENSIC	CLAIM #006-21/4A22010MFGP-0001	9,814.25	113 4230303	9,814.25
7430358	C2434	VINSA INSURANCE ASSOCIATES	TULIP POLICY ADD PREMIUM	1,211.12	101 2182403	1,211.12

# City of Lancaster Check Register



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Printed: 12/28/2022 13:09

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7430359	09590	VIVINT INC	CB-SMRT SVC-10/25/22-11/24/22	83.53	101 4820301	83.53
7430360	C5428	VOLTZ COMMERCIAL REALTY ADVSRS	APPRAISAL REPORT APPRAISAL REPORT APPRAISAL REPORT APPRAISAL REPORT	3,000.00 3,000.00 3,000.00 3,500.00	101 4790301 101 4790301 101 4790301 101 4790301	3,000.00 3,000.00 3,000.00 3,500.00
				<u>12,500.00</u>		<u>12,500.00</u>
7430361	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX COLD MIX COLD MIX COLD MIX COLD MIX COLD MIX COLD MIX	312.29 183.08 324.12 175.20 180.46 270.25 350.62	203 4752410 203 4752410 203 4752410 203 4752410 203 4752410 203 4752410 203 4752410	312.29 183.08 324.12 175.20 180.46 270.25 350.62
				<u>1,796.02</u>		<u>1,796.02</u>
7430362	10249	WE THE CREATIVE	OUTLOOK MAG-FALL 2022 30TH ANNRSRY POPPY FSTVL LOGO OUTLOOK MAG-WINTER 2022	5,950.50 396.25 5,999.55	101 4205301 101 4205301 101 4205301	5,950.50 396.25 5,999.55
				<u>12,346.30</u>		<u>12,346.30</u>
7430363	06713	WILSON, SIEDAH	11/22-SPORTS OFFICIAL	125.00	101 4641308	125.00
7430364	D2816	WM CORPORATE SERVICES INC	MLK-DUMPSTERS/CLEAN UP MLK-DUMPSTERS/CLEANUP PS-TRASH SVC-10/01/22-10/31/22	832.14 565.38 823.55	101 4649566 101 4649566 101 4245940	832.14 565.38 823.55
				<u>2,221.07</u>		<u>2,221.07</u>
7430365	11038	YOU WRECK IT FRANK FIX IT	GUYMAN-WINDOW BOARD UP GUYMAN-WINDOW REPL CMNT/FIX GUYMAN-WINDOW/MATERIAL	330.75 374.85 369.34	101 4622682 101 4622682 101 4622682	330.75 374.85 369.34
				<u>1,074.94</u>		<u>1,074.94</u>
7430366	D3242	ZIMMER, DANIEL	11/22-SPORTS OFFICIAL	391.00	101 4641308	391.00
7430367	11293	PARKWOOD LANDSCAPE MAIN INC	09/22-LNDSCP MAINTENANCE PRGRM	152,777.00	203 4756264 482 4756301 482 4756401 482 4756402	23,963.29 71,781.83 5,861.49 51,170.39
				<u>152,777.00</u>		<u>152,777.00</u>
7430368	03154	SO CA EDISON	10/01/22-10/31/22 ELECTRIC SVC	105,899.96	483 4754660	105,899.96
7430369	00377	CIRCULATING AIR INC	CP22009-MOAH HVAC IMPRVMTNS	190,282.82	150 2100003 701 11BS042924	(10,014.88) 200,297.70
				<u>190,282.82</u>		<u>190,282.82</u>

# City of Lancaster Check Register



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7430370	10911	EKC ENTERPRISES INC	EKC ENTERPRISES VERKADA INSTL EKC ENTERPRISES VERKADA INSTA	88,018.60 15,206.37 <u>103,224.97</u>	101 4800301 101 4800301	88,018.60 15,206.37 <u>103,224.97</u>
7430371	D0600	L A CO DEPT OF PUBLIC WORKS	JURISDICTION COST-CSRTS 269726	252,327.79	211 15ST084924	252,327.79
7430372	11089	MULTIQUIP INC.	UTILITIES EMERGENCY GENERATOR	58,259.54	203 4753753 480 4753753 484 4753753	4,792.17 14,582.01 <u>38,885.36</u> 58,259.54
7430373	07916	PARRON HALL CORPORATION	CITY RENOVATION-FURNITURE INST CITY RENOVATION	57,330.00 <u>734,090.35</u> 791,420.35	701 11BS019924 701 11BS019924	57,330.00 <u>734,090.35</u> 791,420.35
7430374	08337	SILVER LINING SOLUTIONS LLC	08/22-GENERAL SUPPORT 09/22-GENERAL SUPPORT 10/22-GENERAL SUPPORT	34,680.00 26,647.50 7,301.25 <u>68,628.75</u>	112 4315302 112 4315302 112 4315302	34,680.00 26,647.50 7,301.25 <u>68,628.75</u>
7430375	09160	ST. FRANCIS ELECTRIC, LLC	09/22-SL&TS MAINTENANCE  09/22-SL&TS MAINTENANCE 09/22-SL&TS MAINTENANCE 09/22-SL&TS MAINTENANCE 09/22-SL&TS MAINTENANCE 09/22-SL&TS MAINTENANCE 09/22-SL&TS MAINTENANCE 09/22-SL&TS MAINTENANCE 09/22-SL&TS MAINTENANCE 10/22-SL&TS MAINTENANCE 10/22-SL&TS MAINTENANCE 10/22-SL&TS MAINTENANCE 10/22-SL&TS MAINTENANCE	24,226.50  12,900.00 6,450.00 6,500.00 6,500.00 6,500.00 5,079.00 692.60 24,226.50  25,800.00 6,500.00 1,645.75 99.50 <u>127,119.85</u>	483 4754460 483 4754660 203 4754461 203 4754459 483 4754460 483 4754460 483 4754460 203 4754461 203 4754459 483 4754460 483 4754660 203 4754461 483 4754460 203 4754461 203 4754461	4,239.48 19,987.02 12,900.00 6,450.00 6,500.00 6,500.00 6,500.00 5,079.00 692.60 4,239.48 19,987.02 25,800.00 6,500.00 1,645.75 99.50 <u>127,119.85</u>
7430376	11340	SOUTHERN CALIFORNIA EDISON	SUBMITTAL FEE FOR SCE-SGH2	10,000.00	101 4791301	10,000.00
7430377	09069	ACTON ICE DELIVERY	MAGICAL BLVD CHRISTMAS SNOW	4,891.05	101 4649565	4,891.05
7430378	L3083	ADAME, MARTHA A	LCE JAN-OCT 2022 NEM PAYOUTS	399.70	490 4250658	399.70
7430379	L0555	ADAMS, MICHELLE	LCE JAN-OCT 2022 NEM PAYOUTS	7.31	490 4250658	7.31
7430380	L3080	AGASANG, RAYMOND	LCE JAN-OCT 2022 NEM PAYOUTS	862.80	490 4250658	862.80
7430381	11307	AIR4MEDIA LLC	MAGICAL BLVD CHRISTM-PHOTO BUS	2,662.75	101 4649565	2,662.75



# City of Lancaster Check Register



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7430382	L3099	AJAWARA, CECILIA	LCE JAN-OCT 2022 NEM PAYOUTS	97.20	490 4250658	97.20
7430383	L1727	ANDERSON, HUGH E	LCE JAN-OCT 2022 NEM PAYOUTS	80.52	490 4250658	80.52
7430384	L1648	ANDRINO, LUIS	LCE JAN-OCT 2022 NEM PAYOUTS	297.67	490 4250658	297.67
7430385	L3108	ARIAS, JOSE A	LCE JAN-OCT 2022 NEM PAYOUTS	62.26	490 4250658	62.26
7430386	C8655	BAILEY, BRYAN	BB-BOOT/BT INSRT REIMBURSEMENT	201.45	203 4752220	201.45
7430387	L3142	BONNER, DEREK	LCE JAN-OCT 2022 NEM PAYOUTS	5.02	490 4250658	5.02
7430388	L3119	BURCHFIELD, GINA	LCE JAN-OCT 2022 NEM PAYOUTS	35.73	490 4250658	35.73
7430389	L3124	BUTTLER, DILLON	LCE JAN-OCT 2022 NEM PAYOUTS	27.97	490 4250658	27.97
7430390	L3088	CADAMY, BRIAN	LCE JAN-OCT 2022 NEM PAYOUTS	174.03	490 4250658	174.03
7430391	11344	CARTER-DIOUF MILLAH	CM-MLG-RANCHO-10/14/22	11.87	101 4790201	11.87
7430392	L3141	CHAVEZ, ROGELIO	LCE JAN-OCT 2022 NEM PAYOUTS	10.10	490 4250658	10.10
7430393	L3140	CHOI, SEUNGYEOB	LCE JAN-OCT 2022 NEM PAYOUTS	10.44	490 4250658	10.44
7430394	11283	CORDERO, STEPHANIE	RMBRSMNT-PURCHASE OF UNIFORMS	65.00	101 4800251	65.00
7430395	VOID					
7430396	L3117	ESCOTO, FABIANA	LCE JAN-OCT 2022 NEM PAYOUTS	36.20	490 4250658	36.20
7430397	L3120	EWERLING, JOHN	LCE JAN-OCT 2022 NEM PAYOUTS	35.40	490 4250658	35.40
7430398	D0862	FELKINS, JOHN	JF-MILEAGE-CALABASAS-11/09/22	87.25	101 4245350	87.25
7430399	D0862	FELKINS, JOHN	JF-MILAG-LA-11/14-16/22	108.31	101 4245203	108.31
7430400	L3143	FRIEDER MD, MARVIN	LCE JAN-OCT 2022 NEM PAYOUTS	0.53	490 4250658	0.53
7430401	L3122	GARCIA, MARICELA Z	LCE JAN-OCT 2022 NEM PAYOUTS	31.13	490 4250658	31.13
7430402	L3091	GARCIA, SHARON	LCE JAN-OCT 2022 NEM PAYOUTS	148.52	490 4250658	148.52
7430403	L1404	GIDEON, CAROL	LCE JAN-OCT 2022 NEM PAYOUTS	37.68	490 4250658	37.68
7430404	L2321	GONZALEZ, OSCAR	LCE JAN-OCT 2022 NEM PAYOUTS	184.97	490 4250658	184.97
7430405	L3093	GRIJALVA, KIMBERLY	LCE JAN-OCT 2022 NEM PAYOUTS	132.57	490 4250658	132.57

# City of Lancaster Check Register



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7430406	L3118	HAMPTON, MENDY	LCE JAN-OCT 2022 NEM PAYOUTS	36.10	490 4250658	36.10
7430407	D4665	HARTANTO, LANY V	REIMBRSMNT-GRANTS LUNCH ITEAMS	88.58	101 4200202	44.29
					101 4220256	44.29
				<u>88.58</u>		<u>88.58</u>
7430408	L3116	HOVAKIMYAN, ALBERT	LCE JAN-OCT 2022 NEM PAYOUTS	37.15	490 4250658	37.15
7430409	L3110	INC OPENDOOR LABS	LCE JAN-OCT 2022 NEM PAYOUTS	45.60	490 4250658	45.60
7430410	L3134	INC REAL PROP MGMT EXECUTIVES	LCE JAN-OCT 2022 NEM PAYOUTS	13.60	490 4250658	13.60
7430411	L3104	JACKSON, HUNTER	LCE JAN-OCT 2022 NEM PAYOUTS	81.75	490 4250658	81.75
7430412	L3130	JENISON, SETH	LCE JAN-OCT 2022 NEM PAYOUTS	17.94	490 4250658	17.94
7430413	L3086	JINDAL, RESHMA R	LCE JAN-OCT 2022 NEM PAYOUTS	193.51	490 4250658	193.51
7430414	A9046	JOHNSON, AARON	AJ-MLG-LK ARRW-11/14-18/22	111.75	101 4220256	111.75
7430415	VOID					
7430416	09790	JUST US ENTERTAINMENT LLC	MAGICAL BLVD CHRISTMAS V/PYMNT	600.00	101 4649565	600.00
7430417	L3079	KAISER FOUNDATION HOSPITALS	LCE JAN-OCT 2022 NEM PAYOUTS	5,213.88	490 4250658	5,213.88
7430418	10826	KEAY, BOBBI	MAGICAL BLVD-ENTERTAINMENT	3,733.00	101 4649565	3,733.00
7430419	L3128	KLIPPNESS, KELLY	LCE JAN-OCT 2022 NEM PAYOUTS	21.82	490 4250658	21.82
7430420	08488	L A CO BREWERS GUILD	FOD-VENDOR BALANCE	2,333.24	101 4649563	2,333.24
7430421	D0600	L A CO DEPT OF PUBLIC WORKS	R9LAN9726-CSR#269726-90TH ST	414.66	210 12ST047924	414.66
7430422	1215	L A CO WATERWORKS	09/21/22-11/28/22 WATER SVCS	24,620.76	101 4620654	165.50
					101 4631654	3,985.77
					101 4632654	4,759.63
					101 4650654	545.57
					203 4636654	54.74
					203 4636654	466.43
					203 4636654	1,251.50
					203 4636654	1,271.86
					203 4752654	273.72
					306 4342654	930.64
					482 4636654	2,369.74
					482 4636654	2,449.42
					482 4636654	2,892.89
					482 4636654	3,203.35

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				24,620.76		24,620.76
7430423	L3081	LABAREE, BENJAMIN	LCE JAN-OCT 2022 NEM PAYOUTS	667.80	490 4250658	667.80
7430424	08375	LI, ROGER	LCE JAN-OCT 2022 NEM PAYOUTS	28.01	490 4250658	28.01
7430425	L2899	MAISON'S AT 40TH, LLC	LCE JAN-OCT 2022 NEM PAYOUTS	146.12	490 4250658 490 4250658 490 4250658 490 4250658	1.59 4.97 54.26 85.30
				<u>146.12</u>		<u>146.12</u>
7430426	L3126	MARTHANS, ULYSSES	LCE JAN-OCT 2022 NEM PAYOUTS	22.76	490 4250658	22.76
7430427	C3710	MARTINEZ, RONNIE	RM-PAINT/BOOT REIMBURSMENT	600.00	203 4752220	600.00
7430428	L3103	MAY, MELANNIE	LCE JAN-OCT 2022 NEM PAYOUTS	85.27	490 4250658	85.27
7430429	L3100	MCCALEB, LAKECIA B	LCE JAN-OCT 2022 NEM PAYOUTS	88.17	490 4250658	88.17
7430430	L3101	MEDINA, ANNA M	LCE JAN-OCT 2022 NEM PAYOUTS	87.25	490 4250658	87.25
7430431	05995	MEYN, RONALD F	MAGICAL BLVD SCULPTING	7,100.00	101 4649565	7,100.00
7430432	L3095	MONTANEZ, LYANNE	LCE JAN-OCT 2022 NEM PAYOUTS	113.91	490 4250658	113.91
7430433	L3087	NEFF, PHIL	LCE JAN-OCT 2022 NEM PAYOUTS	175.61	490 4250658	175.61
7430434	L3136	NYAKUNBI, BARRACK	LCE JAN-OCT 2022 NEM PAYOUTS	13.07	490 4250658	13.07
7430435	L3127	O'NEIL, SHANA K	LCE JAN-OCT 2022 NEM PAYOUTS	22.69	490 4250658	22.69
7430436	L3113	OGBECHIE, ADIMBOLA	LCE JAN-OCT 2022 NEM PAYOUTS	42.44	490 4250658	42.44
7430437	L3085	OPENDOOR LABS INC	LCE JAN-OCT 2022 NEM PAYOUTS	205.52	490 4250658	205.52
7430438	10218	ORGANIC THERAPY COMPANY	11/22-COMMUNICABLE DISEASE CON	5,000.00	101 4431301	5,000.00
7430439	L3135	PAL KAUR, HARINDER	LCE JAN-OCT 2022 NEM PAYOUTS	13.12	490 4250658	13.12
7430440	L3111	PANOSYAN, MARINE	LCE JAN-OCT 2022 NEM PAYOUTS	44.97	490 4250658	44.97
7430441	L3109	PATEL, PRIYA D	LCE JAN-OCT 2022 NEM PAYOUTS	57.00	490 4250658	57.00
7430442	L3097	PETERSON, CALVIN	LCE JAN-OCT 2022 NEM PAYOUTS	102.87	490 4250658	102.87
7430443	06160	PRIME TIME PARTY RENTALS	FOD-TABLES/TENTS/CHAIRS	14,163.00	101 4649563	14,163.00
7430444	L3115	QUEBBEMANN, NEIL R	LCE JAN-OCT 2022 NEM PAYOUTS	37.15	490 4250658	37.15

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7430445	L3112	RICHMOND AMERICAN HOMES	LCE JAN-OCT 2022 NEM PAYOUTS	42.71	490 4250658	42.71
7430446	L3090	RICHMOND AMERICAN HOMES MRYLNI	LCE JAN-OCT 2022 NEM PAYOUTS	153.30	490 4250658	153.30
7430447	L3096	RUIZ, ROBERTO C	LCE JAN-OCT 2022 NEM PAYOUTS	104.50	490 4250658	104.50
7430448	L3105	RUSSELL, GOLDA	LCE JAN-OCT 2022 NEM PAYOUTS	74.82	490 4250658	74.82
7430449	L3129	SADA, MICHAEL	LCE JAN-OCT 2022 NEM PAYOUTS	18.67	490 4250658	18.67
7430450	L3121	SANCHEZ, ROSA	LCE JAN-OCT 2022 NEM PAYOUTS	33.07	490 4250658	33.07
7430451	L3094	SFR AQUISTIONS 3 LLC	LCE JAN-OCT 2022 NEM PAYOUTS	114.03	490 4250658	114.03
7430452	L3106	SHEPPARD, CRYSTAL E	LCE JAN-OCT 2022 NEM PAYOUTS	74.15	490 4250658	74.15
7430453	L3102	SHULL, COLIN C	LCE JAN-OCT 2022 NEM PAYOUTS	85.71	490 4250658	85.71
7430454	L0423	SILVA, KRISTIAN	LCE JAN-OCT 2022 NEM PAYOUTS	203.68	490 4250658	203.68
7430455	L3132	SLOCUM, DONETA	LCE JAN-OCT 2022 NEM PAYOUTS	14.49	490 4250658	14.49
7430456	L3084	SLONE, SANDRA	LCE JAN-OCT 2022 NEM PAYOUTS	252.74	490 4250658	252.74
7430457	10924	SMITH, CHRISTINA	CS-MLG-RCH MRG-11/1-4/22	176.25	101 4220256	176.25
7430458	L3123	SMITH, STEVE S	LCE JAN-OCT 2022 NEM PAYOUTS	30.57	490 4250658	30.57
7430459	03154	SO CA EDISON	10/21/22-11/20/22 ELEC SVCS	129.85	482 4636652	129.85
7430460	03154	SO CA EDISON	10/11/22-11/28/22 ELEC SVCS	191.27	203 4754652	43.07
					483 4754660	148.20
				191.27		191.27
7430461	03154	SO CA EDISON	09/01/22-11/28/22 ELEC SVCS	3,152.70	203 4636652	418.64
					482 4636652	2,437.46
					483 4754660	183.51
					484 4755652	113.09
				3,152.70		3,152.70
7430462	03154	SO CA EDISON	10/14/22-11/27/22 ELEC SVCS	10,673.66	101 4600603	38.20
					101 4633652	2,616.85
					101 4634652	3,898.63
					101 4636402	45.80
					101 4650652	2,515.24
					101 4790902	597.04
					203 4754652	267.83
					483 4754660	694.07

# City of Lancaster Check Register



From Check No.: 7430203 - To Check No.: 7430853  
 From Check Date: 12/02/22 - To Check Date: 12/24/22

Printed: 12/28/2022 13:09

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				10,673.66		10,673.66
7430463	1907	SO CA GAS COMPANY	10/25/22-11/26/22 GAS SVCS	16,033.07	101 4620655	1,534.71
					101 4631655	4,885.42
					101 4632655	1,881.77
					101 4633655	5,038.98
					101 4634655	250.89
					101 4635655	383.62
					101 4650655	2,041.51
					306 4792655	16.17
				<u>16,033.07</u>		<u>16,033.07</u>
7430464	08746	SOAR HIGH SCHOOL	MAGICAL BLVD-VENDOR DONATION	100.00	101 4649565	100.00
7430465	11338	SPARGIFIORE, DOMENICA	LCC-MILK & COOKIES W/SANTA	500.00	101 4620251	500.00
7430466	11338	SPARGIFIORE, DOMENICA	MAGICAL BLVD-SANTA/MRS.CLAUS	800.00	101 4649565	800.00
7430467	L3098	STACK, YOLANDA	LCE JAN-OCT 2022 NEM PAYOUTS	102.52	490 4250658	102.52
7430468	L3133	STEVENS, MICHELLE	LCE JAN-OCT 2022 NEM PAYOUTS	14.07	490 4250658	14.07
7430469	D3677	STEWART, TRACY	RMBRSMNT-JACKET PURCHASED	65.00	101 4800209	65.00
7430470	L3107	STS PMI	LCE JAN-OCT 2022 NEM PAYOUTS	64.45	490 4250658	64.45
7430471	11303	THE TRACKLESS TRAIN	MAGICAL BLVD 2022-TRAIN RIDES	2,477.32	101 4649565	2,477.32
7430472	L2593	THOMAS, THOMAS JAY	LCE JAN-OCT 2022 NEM PAYOUTS	356.18	490 4250658	356.18
7430473	L3125	TIPTON, BRAIMONDE	LCE JAN-OCT 2022 NEM PAYOUTS	25.99	490 4250658	25.99
7430474	L3137	TOMLINSON, JOSHUA	LCE JAN-OCT 2022 NEM PAYOUTS	12.82	490 4250658	12.82
7430475	L3139	TURCOTTE, MICHAEL	LCE JAN-OCT 2022 NEM PAYOUTS	11.85	490 4250658	11.85
7430476	C9385	U S POSTAL SERVICE	POSTAGE MAIL METER#38903247	10,000.00	101 4600211	10,000.00
7430477	L0903	VARGAS, MARIA	LCE JAN-OCT 2022 NEM PAYOUTS	39.78	490 4250658	39.78
7430478	L3131	VILLA, VICTORIA	LCE JAN-OCT 2022 NEM PAYOUTS	17.44	490 4250658	17.44
7430479	L1848	VILLAGE POINT COMM PRTNRS LP	LCE JAN-OCT 2022 NEM PAYOUTS	257.43	490 4250658	257.43
7430480	10735	WARD, KEVIN	BAL-VIDEOGRAPHR SVCS-GOODSTOCK	5,000.00	101 2140000	5,000.00
7430481	L3092	WAYMAN, JAMES R	LCE JAN-OCT 2022 NEM PAYOUTS	140.23	490 4250658	140.23
7430482	L3082	WHIDDON, KRISTEN	LCE JAN-OCT 2022 NEM PAYOUTS	506.25	490 4250658	506.25

# City of Lancaster Check Register



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Printed: 12/28/2022 13:09

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7430483	L3114	WOODS, RAYMOND	LCE JAN-OCT 2022 NEM PAYOUTS	38.07	490 4250658	38.07
7430484	L3138	ZAZUETA, ASHLEY	LCE JAN-OCT 2022 NEM PAYOUTS	12.74	490 4250658	12.74
7430485	L3089	ZICK, SAVANNAH	LCE JAN-OCT 2022 NEM PAYOUTS	163.52	490 4250658	163.52
7430486	02605	A V COLLISION REPAIRS, INC	VHCL RPRS-EQ7770	960.71	111 4753463	960.71
7430487	00116	A V ENGINEERING	FINAL-MAP TRACT#062664-30LOTS LOT LINE ADJUSTMENT	7,723.80 4,250.00 <u>11,973.80</u>	101 4761301 101 4790340	7,723.80 4,250.00 <u>11,973.80</u>
7430488	00107	A V PRESS	11/26/22-MAGICAL CHRISTMAS AD	225.00	101 4649565	225.00
7430489	06099	A V RECYCLING CENTER	11/1-29/22 CLEAN UP & VEG RMV	31,500.00	101 4800301	31,500.00
7430490	06294	A V WEB DESIGNS	PAC-12/22-MONTHLY HOSTING CHGS	99.95	101 4650205	99.95
7430491	02071	A-G SOD FARMS OF PALMDALE	OMP-SOD	642.10	101 4634404	642.10
7430492	07489	ACCESSO SHOWARE	PAC-09/22-TICKET/DONATN SALES PAC-010/22-TICKET/DONATN SALES	3,847.15 3,403.10 <u>7,250.25</u>	112 4315302 112 4315302	3,847.15 3,403.10 <u>7,250.25</u>
7430493	08894	ADHERENCE COMPLIANCE INC	CANNABIS CONSULTING SERVICES	5,820.00	101 4230301	5,820.00
7430494	09972	AFFORDABLE HSG & DEV OF SOCIAL	ADVISORY SVCS	7,031.25	306 4792301	7,031.25
7430495	C8962	ALTA LANGUAGE SERVICES, INC	LISTENING/SPEAKING TEST	68.00	101 4220301	68.00
7430496	00163	AMERICAN PUBLIC WORKS ASSN	APWA MBRSHP RENEWALS FY22/23	693.87	203 4752200	693.87
7430497	02693	ANDY GUMP, INC	RDP-FENCE RENTAL	33.74	101 4634602	33.74
7430498	10419	ANTHROPOLOGICAL RESEARCH CONT	NATIVE AMERICAN OUTREACH	1,250.00	101 4653251	1,250.00
7430499	09850	ARENA, AMY T	FALL 2022 YOGA #9414 FALL 2022 MUSIC/MVMNT #9416	120.00 54.00 <u>174.00</u>	101 4643308 101 4643308	120.00 54.00 <u>174.00</u>
7430500	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE	724.08	203 4752410	724.08
7430501	07112	AV ACTION AIR INC	LMS-HEATER REPAIR LMS-HVAC REPAIRS	638.06 195.00 <u>833.06</u>	101 4632402 101 4633403	638.06 195.00 <u>833.06</u>
7430502	03485	BAKERSFIELD TRUCK CENTER	EQ3828 EQ3828	46.65 23.75	111 4753207 111 4753207	46.65 23.75

# City of Lancaster Check Register



From Check No.: 7430203 - To Check No.: 7430853  
 From Check Date: 12/02/22 - To Check Date: 12/24/22

Printed: 12/28/2022 13:09

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			CREDIT-EQ3828	(52.44)	111 4753207	(52.44)
			EQ3782	429.74	111 4753207	429.74
			GEAR-STEERINGTAS-MTAB-EQ3775	2,242.40	111 4753207	2,242.40
				<u>2,690.10</u>		<u>2,690.10</u>
7430503	08902	BUILDERS UNLIMITED CONSTRUCTRS	INCUBATOR VANDALISM REPAIRS	13,800.00	101 4630460	13,800.00
7430504	D0629	CA ASSOC OF CODE ENF OFFICERS	MBR DUES-SHANNON VEASLEY	36.00	101 4245200	36.00
			MBR DUES-SANDRA SCOTT	36.00	101 4245200	36.00
			MBR DUES-SANDRA SCOTT	36.00	101 4245200	36.00
			MBR DUES-SCOTT O'CONNOR	128.00	101 4245200	128.00
				<u>236.00</u>		<u>236.00</u>
7430505	00382	CARRIER COMMUNICATIONS	12/22-HAUSER MTN SITE RENT	654.32	101 4245350	654.32
7430506	C2555	CHARTER COMMUNICATIONS HOLDING	11/22-INTERNET/TV/PHONE SVCS	2,368.79	112 4315651	2,368.79
			11/26-12/25/22-INTERNET/SVCS	73.14	112 4315651	73.14
				<u>2,441.93</u>		<u>2,441.93</u>
7430507	10309	CLIFTON LARSON ALLEN LLP	FY 21/22 INTERIM BILLING	9,240.00	101 4432304	9,240.00
7430508	11154	COA ASSOCIATES, LLC	MATRIX SWITCHER AND CONTROLLER	5,047.93	112 4315302	5,047.93
7430509	10983	COOKSEY'S LIFEGRD AND SWIM LLC	LIFEGUARD SVCS-09/24-30/22	1,344.50	101 4642301	1,344.50
			LIFEGUARD SVCS-09/16-23/22	1,344.50	101 4642301	1,344.50
			LIFEGUARD SVCS-10/01-08/22	1,259.75	101 4642301	1,259.75
			LIFEGUARD SVCS -10/08-10/22	1,259.75	101 4642301	1,259.75
				<u>5,208.50</u>		<u>5,208.50</u>
7430510	07545	COSTAR REALTY INFORMATION INC	11/22-PROFESSIONAL SERVICES	1,292.17	101 4790301	1,292.17
7430511	09442	CREATIVE BRAIN LEARNING LLC	FALL 22-INTRO ANIME ART #8672	245.00	101 4643308	245.00
			FALL 22-INTRO CARTN DRWNG-9295	49.00	101 4643308	49.00
				<u>294.00</u>		<u>294.00</u>
7430512	04231	D M R TEAM, INC	CP21011-AVE K INTR CHG IMPV	48,675.12	210 15BR004924	48,675.12
7430513	09256	DAVE BANG ASSOC, INC OF CALIF	OMP-REPLACMENT PLAYGROUND PRTS	4,350.21	101 4630460	4,350.21
7430514	L2266	DEL CID, MIRIAM L	LCE-NEM 2021 ANNUAL PAYOUT	45.53	101 2140000	45.53
7430515	00414	DESERT LOCK COMPANY	SVCS TRIP-REPLACE KEY	406.64	227 11ZZ004924	406.64
7430516	09191	DESIGNERS TOUCH LANDSCAPE INC	PDW-TRAIL POST REPLACEMENT	25,640.00	227 11GS011924	25,640.00
7430517	07159	DIAZ, BRANDON	FALL 22-EXCEL TENNIS #9376	210.00	101 4643308	210.00
			FALL 22-EXCEL TENNIS #9379	262.50	101 4643308	262.50
				<u>472.50</u>		<u>472.50</u>

# City of Lancaster Check Register



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Printed: 12/28/2022 13:09

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7430518	D2427	ENVIRONMENTAL SOUND SOLUTIONS	08/22-BLVD MUSIC SYSTEM 11/22-BLVD MUSIC SERVICE 10/22-BLVD MUSIC SYSTEM	65.00 65.00 65.00	101 4633301 101 4633301 101 4633301	65.00 65.00 65.00
				<u>195.00</u>		<u>195.00</u>
7430519	10314	EXCLAIMER	SIGNATURE MNGR EXCHG ED	681.00	112 4315302	681.00
7430520	11339	FAR FIELD BEER COMPANY	FOD-KEG VARIETY-QTY(5)	475.00	101 4649563	475.00
7430521	D3240	FASTENAL COMPANY	TRAN-JANITORIAL SUPPLIES TRAN-JANITORIAL SUPPLIES ENV-JANITORIAL SUPPLIES PARC-JANITORIAL SUPPLIES	494.38 180.66 13.22 12,630.25	111 4753214 483 4754660 101 4754657 101 4631404 101 4631406 101 4632406 101 4633402 101 4633406 101 4634404 101 4634406 101 4635404 101 4635406	494.38 180.66 13.22 126.79 2,836.13 1,081.48 897.53 2,937.81 126.79 1,770.47 307.42 2,545.83
				<u>13,318.51</u>		<u>13,318.51</u>
7430522	A9988	FIRE ACE INC	LUC-FIRE SPRINKLER REPAIRS	850.00	101 4633403	850.00
7430523	11072	FISHER NETS, INC	BATTING CAGES-SAFETY NET	490.50	101 2175000 101 4646251	(43.56) 534.06
				<u>490.50</u>		<u>490.50</u>
7430524	10435	FOOTHILL COMMUNICATIONS INC	RADIO RENTALS(67)	480.00	101 4649563	480.00
7430525	10888	GONZALEZ PROPERTY SVCS	COUNCIL CHAMBERS LIGHTING YARD-VANDALISM-ANNEX MOAH-GRAFFITI PRESSURE WASH LCC-SVCS-NW BENCH/TRASH CANS CHRISTMAS BOX/HAULING INST SVC OMP-RMV OLD RUBBER GUARD OMP-INSTL NW/RUBBER GUARDS OMP-SVCS SIGNS PREP/INSTL PAC-CEILING REPAIRS MARIE-SANITIZE/DISINFECT CMN	790.00 650.00 580.00 985.00 985.00 875.00 965.00 785.00 1,610.00 985.00	101 4633403 101 4630460 101 4630460 101 4620402 101 4649565 101 4646251 101 4646251 101 4646251 101 4650402 101 4431301	790.00 650.00 580.00 985.00 985.00 875.00 965.00 785.00 1,610.00 985.00
				<u>9,210.00</u>		<u>9,210.00</u>
7430526	05822	H & H AUTO PARTS WHOLESALE	FOAM AIR PRECLEANER FOAM AIR PRECLEANER EQ3412 EQ3790	13.66 13.66 215.45 10.23	111 4753214 111 4753214 111 4753207 111 4753207	13.66 13.66 215.45 10.23
				<u>253.00</u>		<u>253.00</u>



# City of Lancaster Check Register



From Check No.: 7430203 - To Check No.: 7430853  
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Printed: 12/28/2022 13:09

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7430527	05750	I S C O MACHINERY	YARD-DUMP TRUCK RENTAL YARD-DUMP TRUCK RENTAL	3,988.00 3,988.00 <u>7,976.00</u>	203 4752602 203 4752602	3,988.00 3,988.00 <u>7,976.00</u>
7430528	07653	INBOUND DESIGN INC	09/22-WEB DESIGN/MAINTEN	325.00	490 4250301	325.00
7430529	D3842	INNOVATION EDUCATION	10/03-28/22 CITY TUTORING LCC-MATERIALS/SUPPLIES	5,010.00 900.00 <u>5,910.00</u>	101 4620301 101 4620301	5,010.00 900.00 <u>5,910.00</u>
7430530	09070	INSIGHT NORTH AMERICA LLC	10/22-INVESTMENT ADVISORY SRVC	2,842.39	101 3501110	2,842.39
7430531	A2594	INTERSTATE BATTERY SYS OF A V	EQ3782	368.54	111 4753207	368.54
7430532	D4132	KEAY, BOBBI	CONSULTING SVCS-11/7-19/22	837.50	101 4790355	837.50
7430533	D1903	KERN MACHINERY INC-LANCASTER	EQ5855 EQ5855	609.67 10.59 <u>620.26</u>	111 4753207 111 4753207	609.67 10.59 <u>620.26</u>
7430534	A8656	KIMLEY-HORN & ASSOCIATES INC	LANCASTER LRSP	4,411.27	101 4771301	4,411.27
7430535	D2532	L A CO PUBLIC HEALTH	YUCCA-BACKFLOW ASSMBLY UNIVERSITY CENTER-BCKFLW PR CH-BACKFLOW ASSMBLY RDP-BACKFLOW OMP-BACKFLOW	37.00 111.00 37.00 37.00 37.00 <u>259.00</u>	101 4620403 101 4633311 101 4633311 101 4634311 101 4634311	37.00 111.00 37.00 37.00 37.00 <u>259.00</u>
7430536	C7873	LANCASTER AUTO MALL ASSOC	11/22-AUTO MALL SIGN EXPENSE	204.91	101 4790340	204.91
7430537	D1736	LEVEL 3 COMMUNICATIONS LLC	11/22-INTERNET/DATA	3,744.32	112 4315651	3,744.32
7430538	11139	LINE-X OF ANTELOPE VALLEY, INC	EQ4339	412.34	111 4753207	412.34
7430539	10283	LSY ENTERPRISE INC	TRAFFIC MGMT CENTER DEVT	40,950.00	217 16ZZ001924	40,950.00
7430540	L1953	LUPERCIO, JOEL	LCE-NEM 2021 ANNUAL PAYOUT	141.51	101 2140000	141.51
7430541	10729	MAINE ELECTRIC	REMOVED EXISTING CLOCK	950.00	207 12AC009924	950.00
7430542	06966	MICHAEL BAKER INT'L INC	C. LANCASTER/03252022	18,227.50	101 4770316	18,227.50
7430543	D3578	MINUTEMAN PRESS	MAGICAL CHRISTMAS BANNER(8) NOTICES CALPINE PUSH RIGHT CHEST EMBROIDERY MAGICAL BLVD-POSTERS(50)	956.46 479.04 147.44 40.97 <u>1,623.91</u>	101 4649565 490 4250213 101 4601209 101 4649565	956.46 479.04 147.44 40.97 <u>1,623.91</u>

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7430544	11342	MOMSHOUSEAV	PROJECT-ROCK GARDEN CRAFT	1,167.00	101 4620251	1,167.00
7430545	11343	MT LOWE BREWING COMPANY LLC	FOD-KEG VARIETY (4)	737.50	101 4649563	737.50
7430546	08562	NAPA AUTO PARTS	EQ7511	51.41	111 4753207	51.41
			EQ8011	90.43	111 4753207	90.43
			EQ5501	8.85	111 4753207	8.85
			EQ5655	7.71	111 4753207	7.71
			EQ8010	534.03	111 4753207	534.03
				<u>692.43</u>		<u>692.43</u>
7430547	09270	NEXTECH SYSTEMS INC	RRFB KNOCKDOWN REPLACEMENT	6,089.88	203 4754460	6,089.88
7430548	09464	NEXTRAQ LLC	11/22-GPS MONITORING	2,676.05	111 4753207	2,676.05
7430549	06636	P & J ELECTRIC INC	LMS-TROUBLESHOOT LIGHTING CNTR	1,422.16	101 4632402	1,422.16
			PBP-INSTL FLOOD LIGHT BY PLYGR	1,562.10	101 4631402	1,562.10
				<u>2,984.26</u>		<u>2,984.26</u>
7430550	1609	PALMDALE TROPHY	SEWING OF PATCHES-JACKET	44.10	101 4800209	44.10
7430551	L2491	PARRY, ROBERT M	LCE-NEM 2021 ANNUAL PAYOUT	47.59	101 2140000	47.59
7430552	05998	PAVING THE WAY FOUNDATION	CMMNTY SPRT/GOOD CTZNSHP PRGM	520.00	101 4820301	520.00
7430553	09496	PAY PLUS SOLUTIONS	11/22-CALPERS MONTHLY CHARGES	327.00	101 4220301	327.00
7430554	10392	PEI	IT-AZURE FNDTN SSO SVCS	125.00	112 4315302	125.00
7430555	05602	PETROLEUM EQUIPMENT CONST SRVS	11/22-DESIGNATED OPERATOR INSP	175.00	111 4753402	175.00
			LABOR HOURS QTY(2)	190.00	111 4753402	190.00
				<u>365.00</u>		<u>365.00</u>
7430556	07287	PRINTING BOSS	PAC- SEASON BANNER (2)	2,628.36	101 4650205	2,628.36
7430557	L2519	REN , JIAN XIONG	LCE-NEM 2021 ANNUAL PAYOUT	126.73	101 2140000	126.73
7430558	04337	RUIZ, LINDA	FALL 22-JR.TENNIS #9372	262.50	101 4643308	262.50
			FALL 22-JR.TENNIS #9373	52.50	101 4643308	52.50
			FALL 22-BEG. JR.TENNIS #9320	210.00	101 4643308	210.00
			FALL 22-BEG-JR.TENNIS #9374	157.50	101 4643308	157.50
				<u>682.50</u>		<u>682.50</u>
7430559	06180	SANTA CLARITA ELEVATORS	CH-RENO-ELEVATOR TESTING	958.75	101 4653403	958.75
7430560	08126	SECURITY DEFENDERS	UNANTICIPATED-FIRE WATCH	1,163.35	101 4630460	1,163.35
			UNANTICIPATED-FIRE WATCH	987.75	101 4630460	987.75
				<u>2,151.10</u>		<u>2,151.10</u>

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7430561	10744	SECURITY DETECTION	GOODSTOCK-METAL DETECTORS	1,350.00	101 4649563	1,350.00
7430562	06174	SHAWNS PAINTING	CH-MAIN LOBBY HANDRAIL PAINT	4,400.00	101 4633403	4,400.00
7430563	05934	SHI INTERNATIONAL CORP	SURFACE PRO TABLETS FOR PARCS INTEL CORE I7-KINGSTON A2000 MICROSOFT SURFACE PRO MICROSOFT SURFACE PRO 8 TABLET	493.92 979.02 987.84 8,086.30 <u>10,547.08</u>	112 4315302 112 4315302 112 4315302 112 4315302	493.92 979.02 987.84 8,086.30 <u>10,547.08</u>
7430564	07139	SITEONE LANDSCAPE SUPPLY LLC	LMD DEMO CLOCK	3,906.38	203 4756404	3,906.38
7430565	09801	SPECTRUM REACH	RECYCLING BEVERAGE CONTAINERS RECYCLING BEVERAGE CONTAINERS RECYCLING BEVERAGE CONTAINERS	676.40 563.90 717.20 <u>1,957.50</u>	330 4754781 330 4754781 330 4754781	676.40 563.90 717.20 <u>1,957.50</u>
7430566	10189	SPIRAL COMMERCIAL SVCS INC	11/22-FLIGHT SUPPORT	40,911.78	101 4820301	40,911.78
7430567	09160	ST. FRANCIS ELECTRIC, LLC	09/22-SL&TS MAINTENANCE	6,500.00	483 4754460	6,500.00
7430568	05413	STATEWIDE TRAFFIC SAFETY/SIGNS	ROAD MARKING SUPPLIES	15,996.82	203 4754455	15,996.82
7430569	10868	STERICYCLE INC	COMPLIANCE SOLUTIONS	104.80	101 4220308	104.80
7430570	06963	SURFACE DESIGN	EASTER EGG STANDS/INSTLLTN EASTER EGG REPAIR	1,800.00 1,643.00 <u>3,443.00</u>	101 2140000 101 2140000	1,800.00 1,643.00 <u>3,443.00</u>
7430571	A1393	TEAMSTERS LOCAL 911	11/22 UNION DUES	3,325.00	101 2157000	3,325.00
7430572	08177	TEKWERKS	12/22-REMOTE MONITORING	1,995.00	112 4315302	1,995.00
7430573	09316	TEKWERKS INTERNET	12/22-INTERNET/FIBER SVC	4,330.69	112 4315651	4,330.69
7430574	09665	TERRACARE ASSOCIATES, LLC	IRRIGATION CHECK-BUSINESS PARK	965.00	210 12ST047924	965.00
7430575	04239	TIM WELLS MOBILE TIRE SERVICE	EQ3777 EQ5842 EQ3763 EQ1518 EQ5600 EQ5661 EQ1528	135.00 119.90 700.89 436.91 873.81 50.00 741.51 <u>3,058.02</u>	111 4753207 111 4753207 111 4753207 111 4753207 111 4753207 111 4753207 111 4753207	135.00 119.90 700.89 436.91 873.81 50.00 741.51 <u>3,058.02</u>
7430576	11268	TREETOP PRODUCTS CONSOLIDATED	STP-BENCHES/TRASH CANS/PCNC TB	34,569.13	227 11BS034924	34,569.13

# City of Lancaster Check Register



From Check No.: 7430203 - To Check No.: 7430853  
 From Check Date: 12/02/22 - To Check Date: 12/24/22

Printed: 12/28/2022 13:09

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7430577	02977	TURBO DATA SYSTEMS INC	11/22-ADMIN CITATIONS	10,421.21	101 4820301	10,421.21
7430578	09947	TYLER TECHNOLOGIES INC	BARCODE READER/STARTER KIT	10,926.94	112 4315301	10,926.94
			ERP PROJECT IMPLMNTON & LICNS	13,026.04	112 4315301	13,026.04
			IMP REMOTE-FIN	2,960.00	112 4315301	2,960.00
				<u>26,912.98</u>		<u>26,912.98</u>
7430579	L2604	UMANA, SULLY	LCE-NEM 2021 ANNUAL PAYOUT	45.10	101 2140000	45.10
7430580	08783	UNIFIRST CORPORATION	UNIFORM CLEANING	77.57	101 4754209	34.48
			UNIFORM CLEANING	77.57	111 4753209	43.09
			UNIFORM CLEANING	77.57	101 4754209	34.48
			UNIFORM CLEANING	77.57	111 4753209	43.09
				<u>232.71</u>		<u>232.71</u>
7430581	C4011	UNITED RENTALS	SKYJACK-EQ5502	2,041.92	111 4753207	2,041.92
			BOOM ARTICULATING 4WD	1,396.53	101 4649563	1,396.53
			RDP-SOD CUTTER	151.04	101 4634602	151.04
				<u>3,589.49</u>		<u>3,589.49</u>
7430582	05551	UNITED SITE SRVCS OF CA,SO DIV	FENCE RENTALS	61.74	101 4633403	61.74
7430583	31009	UNIVERSAL ELECTRONIC ALARMS	LCC-FIRE	164.85	101 4620301	164.85
			LCC-10/22-SECURITY ALARM	120.00	101 4620301	120.00
			CEDAR ST-SECURITY ALARM	111.00	101 4651301	111.00
			PAC-10/22-SECURITY ALARM	168.00	101 4650301	168.00
			MOAH-10/22-SECURITY ALARM	81.00	101 4653301	81.00
			WM-10/22-SECURITY ALARM	81.00	101 4633301	81.00
			MOAH-10/22-SECURITY ALARM	81.00	101 4653301	81.00
			CH-10/22-SECURITY ALARM	81.00	101 4633301	81.00
			PAC-10/22-SECURITY ALARM	81.00	101 4650301	81.00
			LUC UNIVERSITY-FIRE	300.00	101 4633403	300.00
				<u>1,268.85</u>		<u>1,268.85</u>
7430584	10221	UNLTD ENGINEERING CONTRACTING	STP-VANDALISM REPAIR/PIP AREA	6,000.00	101 4630460	6,000.00
7430585	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	318.86	203 4752410	318.86
			COLD MIX	155.49	203 4752410	155.49
			COLD MIX	158.12	203 4752410	158.12
			COLD MIX	314.92	203 4752410	314.92
				<u>947.39</u>		<u>947.39</u>
7430586	31026	WAXIE SANITARY SUPPLY	ENMOTION AUTO DISPENSER	404.75	101 4633406	404.75
7430587	05093	WESTERN EQUIPMENT SERVICE CO	CH-TRAFFIC IT ROOM INSTAL	13,930.00	209 11BS027924	4,109.35
					321 11BS027924	9,820.65

# City of Lancaster Check Register



From Check No.: 7430203 - To Check No.: 7430853  
 From Check Date: 12/02/22 - To Check Date: 12/24/22

Printed: 12/28/2022 13:09

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				13,930.00		13,930.00
7430588	D0298	WILLDAN FINANCIAL SERVICES	FY21/22 CDIAAC PREP/FILE	3,250.00	101 4430301	750.00
					210 4430301	300.00
					211 4430301	450.00
					486 4250301	1,500.00
					991 4240301	250.00
				<u>3,250.00</u>		<u>3,250.00</u>
7430589	11038	YOU WRECK IT FRANK FIX IT	ROTOTILL DIRT/LEVEL/REMOVAL NOERTH/SOUTH-WALL PAINTING	457.54	101 4622682	457.54
				319.73	101 4622682	319.73
				<u>777.27</u>		<u>777.27</u>
7430590	10186	ZENCITY TECHNOLOGIES US INC	ZENCITY YRLY PLATFORM-FY21/22	24,000.00	101 4205205	24,000.00
7430591	A7061	C A RASMUSSEN, INC	CP21014 PEDS GAP CLSR IMPR	1,039,622.43	150 2100003	(54,716.97)
					203 15SW016924	426,789.62
					211 15SW016924	164,150.91
					399 15SW016924	503,398.87
			CP22004-SUMMER PVMNT PRGRM	250,215.56	150 2100003	(13,169.24)
					701 12ST048924	263,384.80
				<u>1,289,837.99</u>		<u>1,289,837.99</u>
7430592	00377	CIRCULATING AIR INC	MOAH HVAC IMPROVEMENTS	260,815.19	101 11BS042924	109,354.00
					150 2100003	(13,727.11)
					701 11BS042924	165,188.30
				<u>260,815.19</u>		<u>260,815.19</u>
7430593	07131	DE LAGE LANDEN FINANCIAL SVCS	10/26/22-10/25/23-NETWRK PRNTR	51,498.13	111 4753762	51,498.13
7430594	10911	EKC ENTERPRISES INC	SKY PARK VERKADA INSTALL CITY HALL-CAMERA INSTALL INSTALLATION OF VERKADA ACCES EKC ENTERPRISES VERKADA INSTL VERKADA WIRELES INSTALL	30,879.07 254,244.19 12,766.63 10,320.07 1,108.60	101 4800301 101 4800301 101 4800301 101 4800301 101 4800301	30,879.07 254,244.19 12,766.63 10,320.07 1,108.60
				<u>309,318.56</u>		<u>309,318.56</u>
7430595	05804	ITERIS, INC	CP22004-SUMMR 22 PVMNT MNG PRG	137,082.66	701 12ST048924	137,082.66
7430596	C7946	L A CO DEPT ANIMAL CARE&CONTRL	10/22-HOUSING COSTS	129,708.10	101 4820363	129,708.10
7430597	10162	LANDSCAPE CONNECTION GROUP	BATTING CAGE/PARK& RIDE TSH LUC-PARK & RIDE LANDSCAPE IMPR BLVD LIGHT MAIN LABOR	13,830.00 52,250.00 950.00	207 12AC009924 207 12AC009924 101 4633402	13,830.00 52,250.00 950.00
				<u>67,030.00</u>		<u>67,030.00</u>
7430598	10207	SULLY-MILLER CONTRACTING CO	CP22003-2022 SPRING PVMT MGMT	126,857.71	150 2100003	(6,676.72)
					210 12ST047924	133,534.43
				<u>126,857.71</u>		<u>126,857.71</u>

# City of Lancaster Check Register



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Printed: 12/28/2022 13:09

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7430599	D1872	CA WATER ENVIRONMENTAL ASSN	MT-MBERSHIP RENEWAL-GRADE 2	100.00	101 4220311	100.00
7430600	D1872	CA WATER ENVIRONMENTAL ASSN	GW-MBERSHIP RENEWAL-LABS	202.00	101 4220311	202.00
7430601	11154	COA ASSOCIATES, LLC	WA302	88.20	112 4315302	88.20
7430602	11351	HAYES, RON	PER DIEM-MONTEREY-12/06-08/22	185.00	101 4220256	185.00
7430603	C3714	HOLDEN & ARTS ASSOCIATES	YEAR OF THE BOAR-DEPOSIT	3,000.00	101 4650318	3,000.00
7430604	1215	L A CO WATERWORKS	10/05/22-12/06/22 WATER SVCS	4,449.24	101 4622654 203 4636654 482 4636654	115.75 1,980.43 2,353.06
				<u>4,449.24</u>		<u>4,449.24</u>
7430605	10417	LANDIS, NICOLE	NL-JEANS REIMBURSEMENT	187.83	101 4635209	187.83
7430606	07984	LOGAN, JUSTIN	JL-WORK BOOTS REIMBURSEMENT	158.75	484 4752220	158.75
7430607	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 25/2022	714.89	101 2170200	714.89
7430608	A7221	P E R S LONG TERM CARE PROGRAM	12/22-RETIREE LONG TERM CARE	8,849.54	109 1101000	8,849.54
7430609	1705	QUARTZ HILL WATER DISTRICT	10/31/22-11/30/22-WATER SVC	72.94	101 4620654 101 4620682	31.84 41.10
				<u>72.94</u>		<u>72.94</u>
7430610	03154	SO CA EDISON	10/18/22-11/30/22 ELEC SVCS	398.70	483 4754660	398.70
7430611	03154	SO CA EDISON	10/05/22-11/29/22 ELEC SVCS	831.72	101 4622652 306 4792652	790.96 40.76
				<u>831.72</u>		<u>831.72</u>
7430612	03154	SO CA EDISON	10/05/22-11/30/22 ELEC SVCS	3,716.27	203 4754652 483 4754660	3,309.37 406.90
				<u>3,716.27</u>		<u>3,716.27</u>
7430613	03154	SO CA EDISON	10/11/22-12/06/22 ELEC SVCS	13,708.45	101 4632652 101 4633652 101 4634652 101 4635652 203 4754652 482 4636652 483 4754660	2,666.38 4,256.50 687.45 4,939.97 81.97 135.68 940.50
				<u>13,708.45</u>		<u>13,708.45</u>
7430614	03154	SO CA EDISON	10/11/22-12/06/22 ELEC SVCS	14,899.49	203 4754652 480 4755652	10,049.28 573.56

# City of Lancaster Check Register



From Check No.: 7430203 - To Check No.: 7430853  
 From Check Date: 12/02/22 - To Check Date: 12/24/22

Printed: 12/28/2022 13:09

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					484 4755652	214.80
					485 4755652	3,168.39
					490 4250652	893.46
				<u>14,899.49</u>		<u>14,899.49</u>
7430615	1907	SO CA GAS COMPANY	10/25/22-12/02/22 GAS SVCS	2,134.97	101 4600603	16.27
					101 4620655	520.95
					101 4631655	15.29
					101 4651655	1,203.34
					101 4800403	379.12
				<u>2,134.97</u>		<u>2,134.97</u>
7430616	C2554	SUPERIOR COURT OF CA-CO OF L A	11/22-ALLCTN OF PRKG PENALTIES	8,002.80	101 3310200	364.80
					101 3310200	670.50
					101 3310200	670.50
					101 3310200	670.50
					101 3310200	894.00
					101 3310200	1,341.00
					101 3310200	1,341.00
					101 3310200	2,050.50
				<u>8,002.80</u>		<u>8,002.80</u>
7430617	05536	ZONGKER, TIM	TZ-REIM-ICC CERT ELE INSPCTR	230.00	101 4793206	230.00
7430618	06066	A T & T	DOJ-11/22-PHONE-BAN 9391067128	210.10	112 4315651	210.10
7430619	C0077	A V E K	BACTERIOLOGICAL TESTS(2)	46.00	485 4755301	46.00
			BACTERIOLOGICAL TESTS(2)	46.00	485 4755301	46.00
				<u>92.00</u>		<u>92.00</u>
7430620	A5389	A V FAIR	HDMG-SENIOR EXPO LUNCH	2,000.00	101 4649225	2,000.00
7430621	08979	A V PEST CONTROL	JRP-PEST SERVICES	110.00	101 4631301	110.00
			PBP-PEST SERVICES	95.00	101 4631301	95.00
				<u>205.00</u>		<u>205.00</u>
7430622	00107	A V PRESS	FOD-ADVRTSMNT 10/14-11/04/22	225.00	101 4649563	225.00
7430623	06099	A V RECYCLING CENTER	CLEAN-UP & VGT RMVL-11/1-28/22	8,505.00	203 4752301	7,560.00
					484 4752266	945.00
				<u>8,505.00</u>		<u>8,505.00</u>
7430624	02071	A-G SOD FARMS OF PALMDALE	RDP-SOD	493.92	101 4634404	493.92
			OMP-SOD FOR FIELD RENOVATONS	3,081.71	101 4630404	3,081.71
				<u>3,575.63</u>		<u>3,575.63</u>
7430625	03312	ALCORN FENCE CO	AVE J & 40TH-GUARDRAIL RPR	8,955.00	101 4752460	5,355.00
					203 4752463	3,600.00
				<u>8,955.00</u>		<u>8,955.00</u>

# City of Lancaster Check Register



From Check No.: 7430203 - To Check No.: 7430853  
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Printed: 12/28/2022 13:09

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7430626	00127	ALL GLASS & PLASTICS LLC	LCC-NEW WINDOW SCREENS	2,077.53	101 4620403	2,077.53
7430627	D3147	AMERICAN PLUMBING SERVICES,INC	WATER MAIN LINE REPAIR CEDAR-CLEARED STOPPAGE TOILET	3,608.50 115.00 <u>3,723.50</u>	101 4633404 101 4651402	3,608.50 115.00 <u>3,723.50</u>
7430628	11244	ANASTASIA'S MAGICAL EVENTS	BACKDROPS/BALLOON/SIGNS	1,085.00	101 4620251	1,085.00
7430629	02693	ANDY GUMP, INC	OMP-FENCE RENTALS WCP-FENCE RENTALS OMP-FENCE RENTAL	1,390.22 77.40 33.74 <u>1,501.36</u>	101 4649570 101 4631602 101 4634602	1,390.22 77.40 33.74 <u>1,501.36</u>
7430630	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE	944.58	203 4752410	944.58
7430631	07112	AV ACTION AIR INC	MAIN-RMV/REPLACE-COOLER JRP-HEATER REPAIRS	9,550.00 1,750.00 <u>11,300.00</u>	203 4752402 101 4631402	9,550.00 1,750.00 <u>11,300.00</u>
7430632	04151	AXES FIRE INC	FIRE CERTS/ INSPECTIONS(62) FIRE CERTS/ INSPECTIONS(17) FIRE CERTS/ INSPECTIONS(41)	1,077.41 262.85 929.72 <u>2,269.98</u>	101 4650403 101 4653402 101 4633301	1,077.41 262.85 929.72 <u>2,269.98</u>
7430633	D0879	B'S EMBROIDERY ETC, INC	STAFF JACKETS	15,099.87 <u>15,099.87</u>	101 4631209 101 4634209	6,099.87 <u>9,000.00</u> 15,099.87
7430634	01863	BAVCO	TBP-BACKFLOW REPAIR TBP-BACKFLOW REPAIR	1,256.92 1,289.93 <u>2,546.85</u>	101 4631404 101 4631404	1,256.92 1,289.93 <u>2,546.85</u>
7430635	11316	BLUDOT TECHNOLOGIES INC.	BLUDOT OPEN REWADS-SET UP	9,240.00	101 4790355	9,240.00
7430636	D0629	CA ASSOC OF CODE ENF OFFICERS	CCEO APPLCATN FEE-ROSA CARDENA WEBINAR 2.7.23 RUBEN DE LA CAN WEBINAR 3.2.23- RUNBEN DE LA WEBINAR 4.25.23-RUBEN DE LE WEBINAR-RUBEN DA LA CANAL MBR DUES-ANDREW NOGA	200.00 36.00 36.00 36.00 36.00 200.00 <u>544.00</u>	101 4245200 101 4245200 101 4245200 101 4245200 101 4245200 101 4245200	200.00 36.00 36.00 36.00 36.00 200.00 <u>544.00</u>
7430637	VOID					
7430638	04636	CAYENTA/N HARRIS COMPUTER CORP	IT-AP CHECK UPGRADE	5,850.00	112 4315302	5,850.00
7430639	C2555	CHARTER COMMUNICATIONS HOLDING	11/27-12/26/22-INTERNET SVCS	545.65	101 4632301	545.65
7430640	D0597	CHICAGO TITLE COMPANY	PRELIMINARY TITLE REPORT	700.00	101 11BS037924	700.00



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7430641	08484	CONSOLIDATED ELECTRCL DIST INC	MECHANICS GLOVES	1,785.29	203 4752403	1,785.29
7430642	10983	COOKSEY'S LIFEGRD AND SWIM LLC	LIFEGUARD SVCS-10/16-23/22	1,525.50	101 4642301	1,525.50
			LIFEGUARD SVCS-10/24-31/22	1,525.50	101 4642301	1,525.50
			LIFEGUARD SVCS-11/1-7/22	1,366.25	101 4642301	1,366.25
			LIFEGUARD SVCS-11/8-15/22	1,366.25	101 4642301	1,366.25
				<u>5,783.50</u>		<u>5,783.50</u>
7430643	07452	DANA D FORBES COURT REPORTING	CLAIM#006-21/4A22010MFGP-0001	573.00	113 4230303	573.00
7430644	A0925	DESERT HAVEN ENTERPRISES	11/22-COVID 19-CLEAN & DSNFCT	1,211.21	101 4431301	1,211.21
7430645	00414	DESERT LOCK COMPANY	LCC-SVC TRIP	82.50	101 4620403	82.50
			CH- SC 9 KEYS (10)	22.05	101 4633403	22.05
			OMP-KLETNER DOOR SERVICE	150.00	101 4634402	150.00
			PUBLIC SAFETY-9 M17 / 3Y-11	25.63	101 4800403	25.63
				<u>280.18</u>		<u>280.18</u>
7430646	09191	DESIGNERS TOUCH LANDSCAPE INC	PDW-TRAIL SAND REMOVAL	4,210.00	101 11GS011924	4,210.00
			LNSC-FIFA BOULDERS	1,950.00	101 4635404	1,950.00
				<u>6,160.00</u>		<u>6,160.00</u>
7430647	05473	DEWEY PEST CONTROL	LUC-11/22-PEST CONTROL	77.00	101 4633301	77.00
			CC-11/22-PEST CONTROL	50.00	101 4651402	50.00
			MOAH-11/22-PEST CONTROL	110.00	101 4653301	110.00
			LCC-11/22-PEST CONTROL	120.00	101 4620403	120.00
			MTNC YD-11/22-PEST CONTROL	139.00	101 4633301	139.00
			PAC-11/22-PEST CONTROL	50.00	101 4650301	50.00
			104 E -11/22-PEST CONTROL	95.00	101 4636301	95.00
				<u>641.00</u>		<u>641.00</u>
7430648	09811	DUNN CONSULTING	11/22-LEGISLATIVE CNSLTNG SVC	5,000.00	101 4200301	5,000.00
7430649	D2427	ENVIRONMENTAL SOUND SOLUTIONS	BLVD MUZAK SYSTEM	65.00	101 4633301	65.00
7430650	D3240	FASTENAL COMPANY	UTILITIES SVCS-BOOT PAIR/GLOVE	955.32	480 4755209	955.32
			JANITORIAL SUPPLIES	628.92	480 4755208	408.54
					480 4755209	220.38
				<u>1,584.24</u>		<u>1,584.24</u>
7430651	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	41.44	101 4650212	41.44
7430652	07124	FIRST AMERICAN DATA TREE, LLC	11/22-PROFESSIONAL SERVICES	400.00	101 4230301	400.00
7430653	11110	GO2ZERO STRATEGIES	TRANSPORT-CONSULTING SERVICES	9,777.45	101 4754301	4,002.45
					330 4781780	5,775.00
			TRANSPORT-CONSULTING SERVICES	3,448.65	101 4754301	672.40
					330 4781780	2,776.25

# City of Lancaster Check Register



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Printed: 12/28/2022 13:09

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			TRANSPORT-CONSULTING SERVICES	3,195.75	101 4754301	705.00
					330 4781780	2,490.75
				<u>16,421.85</u>		<u>16,421.85</u>
7430654	08245	GOLDEN STATE LABOR COMPLIANCE	CP21011-SR AVE K INTER IMP PH1	1,955.20	210 15BR004924	1,955.20
			CP21014 PED GAP PVMNT CLSR IM	3,988.29	210 15SW016924	3,988.29
			CP21023-2021 LAND REST PROJECT	15,094.69	101 11ZZ005924	15,094.69
				<u>21,038.18</u>		<u>21,038.18</u>
7430655	10888	GONZALEZ PROPERTY SVCS	COUNCIL CHAMBERS LIGHT SVCS	560.00	101 4633402	560.00
			MOAH-REAR LIGHT REPAIR/REPLACE	690.00	101 4653402	690.00
			STP-GRAFFITI REMOVAL	985.00	101 4630460	985.00
			STP-GRAFFITI RMVL	1,250.00	101 4630460	1,250.00
			PRESSURE WASH & SANITIZING	960.00	101 4651402	960.00
			STP-GRAFFITI REMOVAL	980.00	101 4630460	980.00
				<u>5,425.00</u>		<u>5,425.00</u>
7430656	11348	GONZALEZ, JEANINE	REFUND-AVB NUTCRACKER WEB TCKT	17.00	101 4650203	17.00
7430657	C7863	GREEN SET, INC	HAUNT-1 WK RENTAL PROP ITEMS	4,443.08	101 4649561	4,443.08
7430658	00849	HAAKER EQUIPMENT CO	HAND GUN 600PSI/DEBRIS GRIT BS	1,959.69	480 4755208	1,959.69
7430659	09234	HIGHLAND HIGH SCHOOL CHOIR	MBC-COUNCIL MEETING VENDOR	500.00	101 4649251	200.00
					101 4649565	300.00
				<u>500.00</u>		<u>500.00</u>
7430660	C4032	HOUSING RIGHTS CENTER	CDBG FAIR HOUSING PROGRAM	3,581.46	361 4342301	3,581.46
7430661	09083	INT'L BUSINESS MACHINES CORP	INNOVATION PLATFORM-OPS/MAINT	2,999.35	101 4791308	2,999.35
7430662	05301	KIMBALL MIDWEST	ULTRA PROMAX GLOSS BL	2,841.14	211 4754763	2,841.14
7430663	A8656	KIMLEY-HORN & ASSOCIATES INC	LANCASTER LRSP	2,979.12	101 4771301	2,979.12
7430664	C7873	LANCASTER AUTO MALL ASSOC	12/22- AUTO MALL SIGN EXPENSE	204.91	101 4790340	204.91
7430665	1203	LANCASTER PLUMBING SUPPLY	MEGALOC TUBE/GARDEN HOSE	60.46	101 4651402	60.46
7430666	10162	LANDSCAPE CONNECTION GROUP	WCP-VALVE REPLACEMENT	1,487.50	101 4631402	1,487.50
			MP-VALVE REPLACEMENT	1,120.00	101 4631402	1,120.00
			EDP-LINE REPAIR	950.00	101 4631402	950.00
			PBP-VANDALISM-FENCE-REPAIR	1,950.00	101 4630460	1,950.00
			AHP-GRAFFITI REMOVAL	1,250.00	101 4630460	1,250.00
				<u>6,757.50</u>		<u>6,757.50</u>
7430667	10643	LOGICALIS INC	REMOTE IT SERVICE	540.00	112 4315301	540.00
7430668	08387	LOOMIS	11/22-ARMORED CAR SVC INLC EXC	1,163.70	101 4434301	1,163.70

# City of Lancaster Check Register



From Check No.: 7430203 - To Check No.: 7430853  
 From Check Date: 12/02/22 - To Check Date: 12/24/22

Printed: 12/28/2022 13:09

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7430669	06431	MACKAY COMMUNICATIONS, INC	TOTAL AIR TIME AND YEARLY FEES	2,030.58	101 4245350	2,030.58
7430670	D3578	MINUTEMAN PRESS	ALUMINUM CAGE SIGNS	2,021.44	101 4646251	2,021.44
			A-FRAME INSERTS-JRP	265.15	101 4205251	265.15
				<u>2,286.59</u>		<u>2,286.59</u>
7430671	11066	NATIONAL PLANT SERVICES, INC	CLEAN & CCTV SANITARY SEWER	21,701.84	480 4755470	21,701.84
7430672	10307	NATIONAL UTILITY LOCATORS LLC	TECHNICAL UTILITY LOCATING	7,845.00	203 4754301	1,569.00
					203 4755301	1,569.00
					480 4755301	1,569.00
					483 4754301	1,569.00
					484 4755301	1,569.00
				<u>7,845.00</u>		<u>7,845.00</u>
7430673	D2634	O'REAR, JEFFREY R	12/22-PRODUCTION SERVICES	400.00	101 4649225	400.00
7430674	06636	P & J ELECTRIC INC	LPAC-GENERATOR-EMERGENCY SVCS	3,775.71	101 4633402	3,775.71
			LPAC-GEN-EMERGENCY INVOICE	601.55	101 4633402	601.55
			CH-INSTALL NEW STAGE LIGHTS CC	11,803.53	101 4633403	11,803.53
				<u>16,180.79</u>		<u>16,180.79</u>
7430675	1609	PALMDALE TROPHY	EMBROIDERY SUPPLIED JACKET	19.85	101 4800209	19.85
7430676	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	520.00	101 4820301	520.00
7430677	09694	PLANETBIDS, INC.	PLANETBID SUPPORT SVCS-YR 4	15,407.45	112 4315302	15,407.45
7430678	05780	PLUMBERS DEPOT, INC	CUES,TANK,ABS,RV TOILET/CEMENT	2,325.83	111 4753207	2,325.83
7430679	07287	PRINTING BOSS	BUSINESS CARDS-(850)	162.07	101 4770259	162.07
7430680	06180	SANTA CLARITA ELEVATORS	CH RENO-STATE ELEVATOR INSPCTN	590.00	101 4633403	590.00
7430681	05934	SHI INTERNATIONAL CORP	LEXMARK CX331ADWE	608.69	112 4315302	608.69
			MICROSOFT SURFACE PRO 8	7,477.01	112 4315302	7,477.01
				<u>8,085.70</u>		<u>8,085.70</u>
7430682	01816	SMITH PIPE & SUPPLY INC	PDW-PRIME LIGHTS	86.44	101 4634404	86.44
			LNSC-IRRIGATION	1,333.80	101 4635404	1,333.80
			OMP-COUPPLINGS	62.60	101 4634404	62.60
				<u>1,482.84</u>		<u>1,482.84</u>
7430683	09163	SOCAL OFFICE TECHNOLOGIES	11/27-12/26/22 EQUIPMENT	462.80	101 4410254	462.80
7430684	09801	SPECTRUM REACH	RECYCLING BEVERAGE CONTAINERS	562.10	330 4754781	562.10
7430685	11141	SRK CONSULTING LLC	HOUSING CONSULTING SERVICES	6,200.00	306 4792301	6,200.00

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7430686	05413	STATEWIDE TRAFFIC SAFETY/SIGNS	28' CONE/ BK 10LB/ 6' & 4"	3,981.66	480 475455	3,981.66
7430687	10868	STERICYCLE INC	COMPLIANCE SOLUTIONS	128.47	203 4752502	128.47
7430688	05703	SUPERIOR ALARM SYSTEMS	11/22-MONTHLY ALARM MONITORING 12/22-MONTHLY ALARM MONITORING HIRSH KEYPADS-SYSTEM REPAIRS	45.00 45.00 330.00 <u>420.00</u>	101 4633301 101 4633301 101 4633403	45.00 45.00 330.00 <u>420.00</u>
7430689	10929	SUTTON PIERCE LLC	CLAIM#052-20/CLGL-1418A1 CLAIM# 052-20/CLGL-1418A1	2,675.00 875.00 <u>3,550.00</u>	113 4230303 113 4230303	2,675.00 875.00 <u>3,550.00</u>
7430690	01450	SWARCO MCCAIN INC	TRAFFIC SIGNAL SUPPLIES	6,739.57	203 4754459	6,739.57
7430691	A6479	TAFT ELECTRIC COMPANY	PW-WORK ON 10/11/22 PW-WORK ON 10/12/22 PW-WORK ON 10/28/22	3,563.59 3,138.12 3,114.59 <u>9,816.30</u>	483 4754460 483 4754460 483 4754460	3,563.59 3,138.12 3,114.59 <u>9,816.30</u>
7430692	09493	THE ECOHERO SHOW LLC	PERFORMANCE-WHOLE SCHOOL	3,600.00	330 4754781	3,600.00
7430693	10654	THE LIFEGUARD STORE	EVO SHIFT BLOCK-BLNC DUE ONLY	3,087.33	101 4642251	3,087.33
7430694	C5522	THOMSON REUTERS-WEST PMT CENTI	11/22-ONLINE SFTWR SBSCRPTN 12/22-LIBRARY PLAN CHARGE	985.83 32.40 <u>1,018.23</u>	101 4230301 101 4230301	985.83 32.40 <u>1,018.23</u>
7430695	2003	TIP TOP ARBORISTS, INC	LPAC-BUSHES/DIR PARC-VARIOUS TRIMS PARCS-VARIOUS COMPLETE RMVL	2,800.00 3,501.75 9,859.50 <u>16,161.25</u>	101 4650403 101 4634267 101 4631267	2,800.00 3,501.75 9,859.50 <u>16,161.25</u>
7430696	10638	TITAN WATER TECHNOLOGY INC	11/22 CH-WATER TREATMENT	569.25	101 4431301	569.25
7430697	10968	TRES ES INC	10/22-STRATEGIC PLANNING CNSLT 11/22-STRATEGIC PLANNING CNSLT	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>
7430698	08319	TRIEPEI SMITH & ASSOCIATES INC	11/22-GENERAL ACCOUNT SUPPORT	3,490.00	101 4205301	3,490.00
7430699	11346	TUFTS, DAN & AUDRA	DUPLICATE PAYMENT-DIRECTOR RVW	2,079.00	101 3203100	2,079.00
7430700	02977	TURBO DATA SYSTEMS INC	12/22-ADMIN CITATIONS	1,947.06	101 4245301	1,947.06
7430701	09947	TYLER TECHNOLOGIES INC	IMP REMOTE-FIN	3,751.80	112 4315301	3,751.80
7430702	D3265	ULINE	FOD-ZIP TIES FOR CORN	574.17	101 4649563	574.17

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			STP-TRASH CANS / RESTROOMS	438.41	101 4631403	438.41
			MBC-ZIP TIES	273.18	101 4649565	273.18
				<u>1,285.76</u>		<u>1,285.76</u>
7430703	A2124	UNDERGROUND SERVICE ALERT/SC	CA STATE FEE FOR REGLTRY COSTS	640.00	484 4755301	640.00
			CA STATE FEE FOR REGLTRY COSTS	145.79	484 4755311	145.79
				<u>785.79</u>		<u>785.79</u>
7430704	08783	UNIFIRST CORPORATION	UNIFORM CLEANINGS	198.14	480 4755209	198.14
			UNIFORM CLEANINGS	115.50	480 4755209	115.50
			UNIFORM CLEANINGS	115.50	480 4755209	115.50
			UNIFORM CLEANINGS	115.50	480 4755209	115.50
				<u>544.64</u>		<u>544.64</u>
7430705	31009	UNIVERSAL ELECTRONIC ALARMS	LNSC-10/22-SECURITY ALARM	111.00	101 4635404	111.00
			OMP-10/22-SECURITY ALARM	111.00	101 4634301	111.00
			LNSC-10/22-SECURITY ALARM	168.00	101 4635404	168.00
			TBP-10/22-SECURITY ALARM	81.00	101 4631301	81.00
			LNSC-10/22-SECURITY ALARM	81.00	101 4635301	81.00
			OMP-10/22-SECURITY ALARM	81.00	101 4634301	81.00
			MNTC YD-12/22-FIRE ALARM SYSTM	27.00	203 4752301	27.00
			MNTC YD-12/22-SECURITY ALARM	27.00	203 4752301	27.00
			MOAH-STORAGE SECURITY	120.00	101 4653301	120.00
				<u>807.00</u>		<u>807.00</u>
7430706	11349	VALERO MART, INC.	WTHDRW APPLCNT-CUP22-02 REFUND	3,669.00	101 3203100	3,669.00
7430707	2228	VALLEY CONSTRUCTION SUPPLY INC	PW-MATERIALS/SUPPLIES	184.29	203 4752410	184.29
7430708	C9394	VORTEX INDUSTRIES	REPAIRS ROLLING STEEL DOORS	1,940.00	101 4650402	1,940.00
7430709	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	268.93	203 4752410	268.93
			COLD MIX	310.54	203 4752410	310.54
			COLD MIX	143.66	203 4752410	143.66
			COLD MIX	155.49	203 4752410	155.49
				<u>878.62</u>		<u>878.62</u>
7430710	31026	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	1,968.23	101 4633406	1,968.23
			STAINLESS STEEL CLEANER	147.81	101 4633406	147.81
			FEMININE HYGIENE PRODUCTS	472.91	101 4633406	472.91
				<u>2,588.95</u>		<u>2,588.95</u>
7430711	10249	WE THE CREATIVE	OUTLOOK MAG-WINTER 2022	4,480.60	101 4205301	4,480.60
7430712	11111	WEST COAST LIGHTS & SIRENS	SIRENS-FORD PSSNGR SD MNT PCKG	2,833.38	101 4245230	2,833.38
7430713	D0298	WILLDAN FINANCIAL SERVICES	CFD FEASIBILITY/ FOR SERVICE	3,367.00	101 4200301	3,367.00
7430714	03988	YAMADA ENTERPRISES	COM CENTER- FURNITURE & EQPMNT	46,390.47	101 4620251	46,390.47

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7430715	11154	COA ASSOCIATES, LLC	PARC-CONF ROOM-EQP	94,726.45	112 11BS019924	94,726.45
7430716	03154	SO CA EDISON	11/01/22-11/30/22 ELEC SVCS	159,098.37	483 4754660	159,098.37
7430717	A7061	C A RASMUSSEN, INC	CP21014 PEDS GAP CLSR IMPR	492,614.52	150 2100003 203 15SW016924 211 15SW016924 399 15SW016924	(25,927.08) 135,952.29 77,781.24 304,808.07
				492,614.52		492,614.52
7430718	05841	C S LEGACY CONSTRUCTION, INC	CP21024-SKYTOWER PARK RENO	89,618.75	150 2100003	89,618.75
7430719	10640	FERREIRA CONSTRUCTION CO	CP21011-AVE K INTERCHANGE IMPR	303,098.50	150 2100003 210 15BR004924	(15,952.55) 319,051.05
				303,098.50		303,098.50
7430720	10579	FTI CONSULTING INC	PRF SVC-COMMNCTN SUPPORT 02/22 PRF SVC-COMMNCTN SUPPORT 03/22 PRF SVC-COMMNCTN SUPPORT 04/22 PRF SVC-COMMNCTN SUPPORT 08/22 PRF SVC-COMMNCTN SUPPORT 09/22 PRF SVC-COMMNCTN SUPPORT 10/22	10,000.00 10,000.00 5,833.75 18,218.75 10,478.75 5,940.00	101 4100301 101 4100301 101 4100301 101 4100301 101 4100301 101 4100301	10,000.00 10,000.00 5,833.75 18,218.75 10,478.75 5,940.00
				60,471.25		60,471.25
7430721	10956	SCA OF CA, LLC	11/22-STREET SWEEPING 11/22-HANDWORK AND BIKE LANES	51,808.19 6,822.98	203 4752450 484 4752450 203 4752450	29,012.59 22,795.60 6,822.98
				58,631.17		58,631.17
7430722	10604	BICOASTAL PRODUCTIONS LLC	FOREVER MOTOWN-DEPOSIT	5,000.00	101 4650318	5,000.00
7430723	D4571	BLYMYER, DUSTIN R	DB-WORK BOOT REIMBURSEMENT	197.05	203 4752220	197.05
7430724	11353	BUSH, RUTHANNE	REIM-DENTAL CVRG-AUG-DEC 22	250.00	109 1101000	250.00
7430725	D1872	CA WATER ENVIRONMENTAL ASSN	SW-MBERSHIP RENEWAL-GRADE 1	95.00	101 4220311	95.00
7430726	08332	DYKSTRA, REBECCA	FLIGHT RMBSMNT-ORGN-09/7-9/22	483.19	101 4220256	483.19
7430727	D0641	HOLCOMB, SAKIMA	SH-BOOT/SOCK/INSOLES RMBRSMNT	227.58	484 4752220	227.58
7430728	A9432	L A CO REGISTRAR-RECORDER/CLRK	EXEMPTIONS-CAP IMPV-CP24-002	75.00	206 16ST034924 349 16ST034924	7.50 67.50
				75.00		75.00
7430729	1215	L A CO WATERWORKS	10/06/22-12/12/22 WATER SVC	7,264.62	101 4622654 101 4633654 203 4636654	55.38 109.49 2,805.46

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				7,264.62	482 4636654	4,294.29 7,264.62
7430730	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 26/2022	636.66	101 2170200	636.66
7430731	11293	PARKWOOD LANDSCAPE MAIN INC	FUTURE IRRIGATION PARTS-REPAIR	430.59	482 4756301	430.59
7430732	1705	QUARTZ HILL WATER DISTRICT	10/31/22-11/30/22-WATER SVC	3,552.22	101 4634654 203 4636654 482 4636654	760.43 795.76 1,996.03 3,552.22
7430733	11278	SHELDON, LAWSON	SL-MLG RMB-HNTNGTN-12/4-9/22	142.25	101 4800203	142.25
7430734	03154	SO CA EDISON	11/08/22-12/08/22 ELEC SVCS	954.64	203 4636652 482 4636652 484 4755652	38.35 895.60 20.69 954.64
7430735	03154	SO CA EDISON	11/08/22-12/04/22 ELECTRIC SVC	3,571.05	101 4620652 101 4633652 101 4800403 483 4754660	1,223.07 142.31 1,418.83 786.84 3,571.05
7430736	10470	SOLBERG, MARTIN	MS-BOOTS REIMBURSEMENT	183.56	484 4752220	183.56
7430737	10131	STOCK, LAWRENCE	11/22-COMM DISEASES ADVICE	5,000.00	101 4431301	5,000.00
7430738	D1617	STOFFEL, MATTHEW	MS-PANTS REIMBURSEMENT	93.31	203 4752220	93.31
7430739	08290	4WALL ENTERTAINMENT INC	PAC-STAGE EQUIPMENT RENTALS	1,453.28	101 4650602	1,453.28
7430740	05749	A T & T MOBILITY	WIRELESS PHONE/SVC	31.61	112 4315651	31.61
7430741	C0379	A V BALLET	PRCDS-AVB-NUTCRACKER-2022	36,433.63	101 2107000 101 3405127 101 3405302 101 3405303	51,649.75 (10,257.50) (1,840.12) (3,118.50) 36,433.63
7430742	D3251	A V BOYS & GIRLS CLUB	SPONSORSHIP-FREEZER B & G CLUB	1,024.22	101 4100251	1,024.22
7430743	07703	A V NOTARY	CITY-NOTARY CLASS/BASIC SUPPLY	4,620.00	101 4220245	4,620.00
7430744	08979	A V PEST CONTROL	RDR-PEST CONTROL	65.00	101 4634301	65.00
7430745	10165	ADT COMMERCIAL LLC	LMS-ALARM SERVICE LMS-ALARM SERVICES	562.95 48.67	101 4632301 101 4632301	562.95 48.67

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			LMS-ALARM SERVICES	562.95	101 4632301	562.95
			LMS-ALARM SERVICE	48.67	101 4632301	48.67
				<u>1,223.24</u>		<u>1,223.24</u>
7430746	09972	AFFORDABLE HSG & DEV OF SOCAL	ADVISORY SVCS	11,508.75	306 4792301	11,508.75
7430747	06352	AGILITY RECOVERY SOLUTIONS	12/22-READYSUITE	733.16	112 4315302	733.16
7430748	03312	ALCORN FENCE CO	AVE I & 50TH-GUARDRAIL REPAIR	12,048.00	101 4752460	12,048.00
7430749	D3147	AMERICAN PLUMBING SERVICES,INC	LUC BACKFLOW	995.00	101 4633404	995.00
			LUC BACKFLOW	450.00	101 4633404	450.00
				<u>1,445.00</u>		<u>1,445.00</u>
7430750	02693	ANDY GUMP, INC	HP-FENCE RENTAL	17.86	101 4634602	17.86
7430751	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE	834.33	203 4752410	834.33
			READY MIX CONCRETE	1,275.33	203 4752410	1,275.33
			READY MIX CONCRETE	1,165.08	203 4752410	1,165.08
				<u>3,274.74</u>		<u>3,274.74</u>
7430752	D2995	ARTILLERY, LLC	MOAH-AD/WEBTILE	1,250.00	101 4653205	1,250.00
7430753	06738	ASPEN ENVIRONMENTAL GROUP	11/22-PROFESSIONAL SVCS	4,940.25	101 2185722	4,940.25
7430754	07112	AV ACTION AIR INC	LMS-SRVS CALL TO TRBLSHT HEATR	190.00	101 4632402	190.00
			LMS-HEATER REPAIRS	663.90	101 4632402	663.90
			LMS-SUITE 303 REPAIR TO HEATER	1,725.00	101 4632402	1,725.00
				<u>2,578.90</u>		<u>2,578.90</u>
7430755	10710	BAM CREATIVE	ARCHITECTUAL SVCS	21,740.00	101 11BS037924	21,740.00
7430756	11361	BANUELOS, JESSE	CEDAR-LIVE PERFORMANCE-11/22	150.00	101 4651251	150.00
7430757	11362	BARCENA, CHRISTOPHER	CS-PERF-MOAH/CEDAR CENTER	150.00	101 4651251	150.00
7430758	C9428	BEACON ATHLETICS LLC	LMS-WATER NOZZLES	165.39	101 4632402	165.39
7430759	08902	BUILDERS UNLIMITED CONSTRUCTRS	CH-COUNCIL CHAMBERS-MISC WORK	1,900.00	101 4633403	1,900.00
7430760	C2555	CHARTER COMMUNICATIONS HOLDING	10/22-INTERNET/TV/PHONE SVCS	213.21	112 4315651	213.21
			11/22-INTERNET/TV/PHONE SVCS	406.22	112 4315651	406.22
			12/22-INTERNET/TV/PHONE SVCS	287.92	112 4315651	287.92
				<u>907.35</u>		<u>907.35</u>
7430761	D1545	CLETEHOUSE CAFE, INC	AHP-BOX LUNCHES/COOKIES	518.18	101 4653308	518.18
7430762	D4053	CO OF LA-DEPT PUBLIC HEALTH	YARD-BACKFLOW FEE-AR0263628	74.00	203 4752311	74.00
			BACKFLOW FEE-AR0263618	37.00	482 4756402	37.00



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			-BACKFLOW FEE-AR0263622	37.00	203 4756402	37.00
				148.00		148.00
7430763	11154	COA ASSOCIATES, LLC	TEH-RECEIVING-FREIGHT/LABOR	503.91	112 4315302	503.91
7430764	08122	COHEN VENTURES INC	11/22-COMMUNITY SOLAR PROJECT	1,326.00	490 4791301	1,326.00
7430765	11097	CORPORATE STREAMS	LTV-PRODUCTION SERVICES	24,583.33	101 4207301	24,583.33
7430766	07545	COSTAR REALTY INFORMATION INC	12/22-PROFESSIONAL SERVICES	1,292.17	101 4790301	1,292.17
7430767	03450	COSTCO	HOSPITALITY SUPPLIES	461.24	101 4649565	461.24
7430768	D2290	DEPT OF HOUSING & COMM DEV	2022/2023 MHP PERMIT FEES	45,595.00	101 2179000	45,595.00
7430769	06866	DEPT OF INDUSTRIAL RELATIONS	CH-STATE ELEVATOR INSPECTION	225.00	101 4633311	225.00
7430770	00432	DEPT OF JUSTICE	11/22-FINGERPRINT APPS	2,240.00	101 4220255	2,240.00
7430771	A3977	DESERT CHRISTIAN SCHOOLS	SUMMER TUTORING PROGRAM	20,000.00	101 4600301	20,000.00
7430772	00414	DESERT LOCK COMPANY	LMS-DOOR SERVICE	400.00	101 4632402	400.00
			LMS-DOOR & DRAWER LOCK SVCS	309.62	101 4632402	309.62
			LMS-TRILOGY LOCK INSTALL	1,440.18	101 4632403	1,440.18
			LMS-SPM LOCKS	101.61	101 4632403	101.61
			BP-SRVCS TRIP	402.09	101 4636402	402.09
			JRP-LOCK REPAIR	125.00	101 4631402	125.00
			CH-SERVICE TRIP	70.00	101 4633403	70.00
			CH-SERVICE TRIP	1,135.17	203 4752403	1,135.17
				3,983.67		3,983.67
7430773	11209	DINO, PAUL	PARKING ENFORCEMENT-SRVC	120.00	101 4820301	120.00
7430774	09614	ENCOMPASS CONSULTANT GROUP INC	CP23016-AMARGOSA CULVERT IMPRV	4,832.75	101 17CB006924	4,832.75
			CP23016-AMARGOSA CULVERT IMPRV	5,657.50	101 17CB006924	5,657.50
			CP23011-35TH ST W STRT IMPRV	1,221.25	206 15ST086924	1,221.25
				11,711.50		11,711.50
7430775	09575	ENTERPRISE FM TRUST	PW-VEHICLE LEASE	10.05	111 4753311	10.05
			PW-MONTHLY VEHICLE LEASE	10,268.54	111 4753762	10,268.54
			PW-MONTHLY VEHICLE LEASE	12,059.19	111 4753762	12,059.19
			PW-MONTHLY VEHICLE LEASE	12,698.06	111 4753762	12,698.06
				35,035.84		35,035.84
7430776	10314	EXCLAIMER	SIGNATURE MNGR EXCHG ED	5,011.20	112 4315302	5,011.20
7430777	11129	FARRELL, FRAZIER	FIGURE MODEL	200.00	101 4651251	200.00
7430778	D3240	FASTENAL COMPANY	FINANCE-COPY PAPER	570.81	101 4410254	570.81

# City of Lancaster Check Register



From Check No.: 7430203 - To Check No.: 7430853  
 From Check Date: 12/02/22 - To Check Date: 12/24/22

Printed: 12/28/2022 13:09

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			FINANCE-COPY PAPER (500CT)	902.85	101 4410254	902.85
			PW-JANITORIAL SUPPLIES	853.83	203 4752208	113.25
					203 4752209	82.73
					203 4752406	468.60
					484 4752404	189.25
				<u>2,327.49</u>		<u>2,327.49</u>
7430779	09588	FERGUSON ENTERPRISES LLC #1350	CH RENO-ADA DRINKING FOUNTAIN	1,945.60	227 11ZZ004924	1,945.60
7430780	11259	GARRETT ELECTRONICS, INC	LPAC-METAL DETECTOR	3,044.39	101 2175000	(312.05)
					101 4650403	3,356.44
				<u>3,044.39</u>		<u>3,044.39</u>
7430781	08245	GOLDEN STATE LABOR COMPLIANCE	FB 729-20 CH RENO & MODERNIZTN	2,596.24	701 11BS019924	2,596.24
7430782	10888	GONZALEZ PROPERTY SVCS	JRP-VANDALISM-GRAFFITI REMOVAL	585.00	101 4630460	585.00
			OMP-NET RMVL FOR BATTING CAGE	985.00	101 4634402	985.00
			OMP-BATTING CAGE TOP FENCE RMV	995.00	101 4641251	995.00
			OMP-WELDING REPAIR BROKEN PIPE	985.00	101 4641251	985.00
			OMP-RMVL NET/DISPOSAL SVCS	860.00	101 4641251	860.00
			JRP-VANDALISM-WINDOW BOARDING	633.00	101 4630460	633.00
			JRP-VANDALISM-GRAFFITI RMVL	385.00	101 4630460	385.00
			JRP-VANDALISM-GRAFFITI REMOVAL	460.00	101 4630460	460.00
			JRP-VANDALISM-GRAFFITI REMOVAL	560.00	101 4630460	560.00
			LMS-SHOP GATE REPAIR	485.00	101 4632402	485.00
			LMS-CHAINLINK FENCE REPAIR	465.00	101 4630460	465.00
			LMS-GATE REPAIR-VANDALISM	745.00	101 4630460	745.00
			LMS-FIELD GATE REPAIRS	650.00	101 4632402	650.00
			JRP-VANDALISM-GRAFFITI REMOVAL	645.00	101 4630460	645.00
			JRP-LIGHTING REPAIR	985.00	101 4631402	985.00
			BLVD-IRRIGATION BOXES MAIN RPL	975.00	206 4752404	975.00
			AHP-VANDALISM-PRESSURE WASH	1,260.00	101 4630460	1,260.00
			JRP-VANDALISM-GRAFFITI REMOVAL	760.00	101 4630460	760.00
			MTNC YD-SANITIZING & DISINFECT	985.00	101 4431301	985.00
				<u>14,403.00</u>		<u>14,403.00</u>
7430783	03430	GRAINGER	QUICK CONNECT SOCKET	628.67	484 4752405	628.67
			QUICK CONNECT SOCKET	2,144.15	484 4752405	2,144.15
			QUICK CONNECT-MANUFACTURER	617.97	484 4752405	617.97
				<u>3,390.79</u>		<u>3,390.79</u>
7430784	05822	H & H AUTO PARTS WHOLESALE	BOSH-CLEAR ADVANTAGE WI	85.33	111 4753214	85.33
			BOSH-CLEAR ADVANTAGE WI	8.53	111 4753214	8.53
				<u>93.86</u>		<u>93.86</u>
7430785	03631	HARRIS & ASSOCIATES, INC.	AD ANNEX SVCS 12/22	4,405.09	480 4700301	608.25
					482 4700301	139.05
					483 4700301	608.25
					484 4700301	3,049.54

# City of Lancaster Check Register



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Printed: 12/28/2022 13:09

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			PROF SVCS-10/30-11/26/22	13,290.52	480 4700301	2,430.93
					482 4700301	5,381.82
					483 4700301	2,745.15
					484 4700301	2,732.62
				<u>17,695.61</u>		<u>17,695.61</u>
7430786	07044	HARTMAN, BRETT D	AMARGOSA BASIN LONG TERM PLAN	5,810.00	224 13EV001924	5,810.00
7430787	11359	HERNANDEZ, BASILIO	MOAH-CS-FLESH RADIO	200.00	101 4651251	200.00
7430788	L1949	HOPSON, LIZA	LCE-NEM 2021 ANNUAL PAYOUT	85.99	101 2140000	85.99
			LCE-NEM 2022 ANNUAL PAYOUT	60.41	490 4250658	60.41
				<u>146.40</u>		<u>146.40</u>
7430789	11231	INDUSTRIAL NETWORKING SOLUTION	CRADLEPOINT LICENSES/MODEM/ANT	2,726.38	112 4315302	21.94
					112 4315302	2,704.44
				<u>2,726.38</u>		<u>2,726.38</u>
7430790	09083	INT'L BUSINESS MACHINES CORP	INNOVATION PLATFORM-OPS/MAINT	360.84	490 4791301	360.84
7430791	D4004	J P POOLS	ESP-MONTHLY POOL MAINTENANCE	1,650.00	101 4631670	1,650.00
			SPLASH PAD-MAINTENANCE	1,500.00	101 4631670	1,500.00
			ESP-REPAIR ITEMS	1,471.50	101 4631670	1,471.50
			SPLASH PAD-REPAIR TO ACID PUMP	858.00	101 4631670	858.00
				<u>5,479.50</u>		<u>5,479.50</u>
7430792	03366	JAS PACIFIC	PLAN REVIEW/INSPECTION SVCS	2,562.50	101 4793301	2,562.50
7430793	L1665	KB HOME GREATER LOS ANGELES	ECR18-04768-TR 54025 PH1	462.00	101 3201120	462.00
7430794	L1458	KOYLE, STEPHEN	LCE-NEM 2021 ANNUAL PAYOUT	518.94	101 2140000	518.94
7430795	L1796	LARSON, ED	LCE-NEM 2021 ANNUAL PAYOUT	26.75	101 2140000	26.75
7430796	D3426	LAW OFFICES CHRISTOPHER RAMSEY	CLAIM #006-21/4A22010MFGP-0001	12,634.36	113 4230303	12,634.36
7430797	10609	LDM ASSOCIATES INC	11/22-CDBG ADMINISTRATION	9,286.38	361 4342301	9,286.38
			CAPER FY21/22	7,000.00	361 4342301	7,000.00
				<u>16,286.38</u>		<u>16,286.38</u>
7430798	11146	LOOKING GLASS MEDIA, LLC	REGENCY BLVD CINEMAS ADS	260.00	101 4207205	260.00
7430799	10560	LOS ANGELES TIMES	FOD-ADVERTISING	1,500.00	101 4649563	1,500.00
7430800	10729	MAINE ELECTRIC	EDP-LIGHT TIMER REPLACEMENT	500.00	101 4631402	500.00
7430801	02454	MC MASTER-CARR SUPPLY CO	CAST WIRE ROPE CLAMP	258.08	101 4649565	258.08
7430802	02270	MELDON GLASS	JRP-VANDALISM-WINDOW REPLACMNT	248.00	101 4630460	248.00

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7430803	D3578	MINUTEMAN PRESS	NOTICES CALPINE PUSH (578)	422.75	490 4250213	422.75
7430804	11254	NUNEZ, ARTURO	MBC-4HR PHOTOGRAPHER	330.75	101 4207205	330.75
7430805	06513	ODYSSEY POWER CORP	PW-GENERATOR REPAIR	431.60	480 4755402	431.60
7430806	06984	PACIFIC DESIGN & INTEGRATION	11/22-BROADCAST MTNG SERVICES	4,750.00	112 4315301	4,750.00
7430807	11352	PACIFIC PLATE BREWING CO	FOD-KEG VARIETY(5)	404.98	101 4649563	404.98
7430808	08930	PAVEMENT ENGINEERING INC	REVIVE 25 PVMNT MNGMNT PRGRM	882.50	701 12ST047924	882.50
			REVIVE 25 PVMNT MNGMNT PRGRM	652.50	701 12ST047924	652.50
			REVIVE 25 PVMNT MNGMNT PRGRM	3,045.00	701 12ST047924	3,045.00
			REVIV PVMNT MNGNG CNSLTNG SVCS	13,926.25	701 12ST047924	13,926.25
				<u>18,506.25</u>		<u>18,506.25</u>
7430809	06160	PRIME TIME PARTY RENTALS	MBC-TABLES/CHAIRS/TENTS/RNTL	12,337.00	101 4649565	12,337.00
			SOUND/TABLES/CHAIRS RENTAL	528.50	101 4649577	528.50
				<u>12,865.50</u>		<u>12,865.50</u>
7430810	07287	PRINTING BOSS	BUSINESS CARD-FULL COLOR PRINT	162.07	101 4410259	54.02
					101 4793259	108.05
				<u>162.07</u>		<u>162.07</u>
7430811	C5395	PRO ACTIVE WORK HEALTH SERVICES	MT-PHYSICAL- DOT- DMV-11/08/22	69.00	101 4220255	69.00
			PQ-TB/PPD SKIN TEST-11/11/22	20.00	101 4220255	20.00
			IP-ESCRN-CP PNL DRG -11/15/22	105.00	101 4220255	40.00
					101 4220255	65.00
			NN-PHYSICAL- BASIC-11/16/22	95.00	101 4220255	45.00
					101 4220255	50.00
			AS-TB/PPD SKIN TEST-11/17/22	20.00	101 4220255	20.00
			AP-TB/PPD SKIN TEST-11/22/22	20.00	101 4220255	20.00
			DM-TB/PPD SKIN TEST-11/28/22	20.00	101 4220255	20.00
			CW-ESCRN-CP PNL DRG -11/29/22	105.00	101 4220255	40.00
					101 4220255	65.00
			LA-TB/PPD SKIN TEST-11/29/22	0.01	101 4220255	0.01
			ES-ESCRN-CP PNL DRG -11/01/22	105.00	101 4220255	40.00
					101 4220255	65.00
			JG-ESCRN-CP PNL DRG -11/01/22	105.00	101 4220255	40.00
					101 4220255	65.00
			MO-TB/PPD SKIN TEST-11/04/22	20.00	101 4220255	20.00
			DA-ESCRN-CP PNL DRG -11/07/22	105.00	101 4220255	40.00
					101 4220255	65.00
			MG-TB/PPD SKIN TEST-11/15/22	20.00	101 4220255	20.00
			SW-ESCRN-CP PNL DRG -11/21/22	105.00	101 4220255	40.00
					101 4220255	65.00
			DT-TB/PPD SKIN TEST-11/22/22	20.00	101 4220255	20.00
			IA-TB/PPD SKIN TEST-11/28/22	20.00	101 4220255	20.00

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			AM-TB/PPD SKIN TEST-11/28/22	20.00	101 4220255	20.00
			RE-ESCRN-CP PNL DRG -11/02/22	105.00	101 4220255	40.00
					101 4220255	65.00
			JB-TB/PPD SKIN TEST-11/10/22	20.00	101 4220255	20.00
			KM-PHYSICAL- BASIC-11/10/22	95.00	101 4220255	45.00
					101 4220255	50.00
			PP-TB/PPD SKIN TEST-11/11/22	20.00	101 4220255	20.00
			LA-TB/PPD SKIN TEST-11/11/22	20.00	101 4220255	20.00
			MH-TB/PPD SKIN TEST-11/28/22	20.00	101 4220255	20.00
			CC-TB/PPD SKIN TEST-11/29/22	20.00	101 4220255	20.00
			EM-ESCRN-CP PNL DRG -11/30/22	105.00	101 4220255	40.00
					101 4220255	65.00
			RH-PHYSICAL- BASIC-11/14/22	115.00	101 4220255	20.00
					101 4220255	45.00
					101 4220255	50.00
			NM-TB/PPD SKIN TEST-11/14/22	20.00	101 4220255	20.00
			DR-TB/PPD SKIN TEST-11/28/22	20.00	101 4220255	20.00
				<u>1,534.01</u>		<u>1,534.01</u>
7430812	05884	PSOMAS	RFQ694-18, CAT 4	9,230.00	209 15ST058924	5,473.39
					321 15ST058924	3,756.61
			RFQ694-18, CAT 4	29,420.00	209 15ST058924	17,446.06
					321 15ST058924	11,973.94
				<u>38,650.00</u>		<u>38,650.00</u>
7430813	10357	PUEBLO VIEJO RESTAURANT	REIMBURSE-TAKE OUT/CHILL GFTCD	240.00	101 2140000	240.00
7430814	07126	QUADIENT LEASING USA INC	ECERT/TAPES/SPONGE KIT	90.07	101 4600211	90.07
7430815	A9382	R H A LANDSCAPE ARCHITECTS	LANC PARKS IMPROVEMENT PLAN	5,300.00	101 4600308	5,300.00
7430816	11347	SALLAS, LORENZO	DON SOL-SOUND SYSTEMS	9,700.00	101 4649565	9,700.00
7430817	06174	SHAWNS PAINTING	CH-FRONT WALLS PATCH & PAINT	1,200.00	101 4633403	1,200.00
7430818	05934	SHI INTERNATIONAL CORP	SURFACE SLIM-BLACK PEN	533.61	112 4315302	533.61
			VISIO PROFESSIONAL ALNG LSA	2,597.56	112 4315302	2,597.56
				<u>3,131.17</u>		<u>3,131.17</u>
7430819	08337	SILVER LINING SOLUTIONS LLC	11/22-GENERAL SUPPORT	7,590.00	112 4315302	7,590.00
7430820	07139	SITEONE LANDSCAPE SUPPLY LLC	LUC PARK AND RIDE SMART CNTRL	12,966.06	207 12AC009924	12,966.06
7430821	01816	SMITH PIPE & SUPPLY INC	OMP-TRASH CAN	46.53	101 4634404	46.53
7430822	02189	STATE WATER RESOURCES BOARD	07/22-06/23-ANNUAL PERMIT FEES	18,512.00	480 4755311	18,512.00
7430823	08717	TABORDA SOLUTIONS, INC	ITADOBE CC ALL APPS	1,591.55	112 4315302	1,591.55

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7430824	A6479	TAFT ELECTRIC COMPANY	PDW-TROUBLESHOOTING	901.00	101 4634402	901.00
7430825	11355	TAVIA W IIES LLC	AV AAIMM INITIATIVE	2,500.00	101 4100251	2,500.00
7430826	A1393	TEAMSTERS LOCAL 911	12/22 UNION DUES	3,352.50	101 2157000	3,352.50
7430827	D2568	TESLA, INC	CH-11/22 (56846.88 KWH) MTNC YD-11/22 (32977.32 KWH) OMP-11/22 (16832.08 KWH) PAC-11/22 (17420.80 KWH) LMS-11/22 (38045.05 KWH)	5,002.54 2,832.25 1,683.21 1,342.58 3,804.50	101 4633652 101 4633652 101 4634652 101 4650652 101 4632652	5,002.54 2,832.25 1,683.21 1,342.58 3,804.50
				14,665.08		14,665.08
7430828	11364	THE SAUCE CREATIVE SVCS CORP	FLYER DESIGN FEE	300.00	101 4649566	300.00
7430829	11333	THOMAS,THAI	TT-CODE ENF CITATION REFUND	600.00	101 3310400	600.00
7430830	2003	TIP TOP ARBORISTS, INC	VARIOUS TREE TRIMMING/REMOVAL VARIOUS TREE TRIMMING/REMOVAL VARIOUS TREE TRIMMING/REMOVAL VARIOUS TREE TRIMMING/REMOVAL	1,349.25 5,454.75 11,707.50 8,851.50	101 4752460 482 4756267 203 4756267 483 4756267	1,349.25 5,454.75 11,707.50 8,851.50
				27,363.00		27,363.00
7430831	10638	TITAN WATER TECHNOLOGY INC	10/22-CH-CHILLER SERVICE	569.25	101 4633403	569.25
7430832	D3099	TPX COMMUNICATIONS	12/22-TELEPHONE SVC	10,509.73	112 4315651	10,509.73
7430833	11358	TYE, AARON	CS-02/26/2022 POPPY FESTIVAL-04/22/22 CS-10/22/2022	100.00 150.00 150.00	101 4651251 101 4651251 101 4651251	100.00 150.00 150.00
				400.00		400.00
7430834	D4202	U S BANK	ADMIN FEES-10/01/22-10/31/22 ADMIN FEES-11/01/22-10/31/2023	250.00 1,800.00	101 3501110 210 4430962 211 4430962	250.00 720.00 1,080.00
				2,050.00		2,050.00
7430835	D3265	ULINE	LOCKER/JUMBO JUG	1,354.09	101 4631670	1,354.09
7430836	C4011	UNITED RENTALS	BOOM 37-44 TELESCOPIC BOOM 37-44 TELESCOPIC	2,498.46 (1,222.67)	101 4649565 101 4649565	2,498.46 (1,222.67)
				1,275.79		1,275.79
7430837	05551	UNITED SITE SRVCS OF CA,SO DIV	LUC-FENCE RENTAL LUC- FENCE RENTAL	61.74 61.74	101 4633406 101 4633602	61.74 61.74
				123.48		123.48
7430838	11356	US DEP TREASURY-IRS	LEVY PROCEEDS-ACME ASSET	13,212.00	101 2177001	13,212.00

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7430839	D3370	VERIZON WIRELESS	11/02-12/01/22-WIRELESS SVC	6,249.22	112 4315651	6,249.22
			11/02-12/01/22-WIRELESS SVC	1,241.34	112 4315651	1,241.34
			11/02-12/01/22-WIRELESS SVC	9,074.90	112 4315302	9,074.90
				<u>16,565.46</u>		<u>16,565.46</u>
7430840	09590	VIVINT INC	CB-SMRT SVC-11/25/22-12/24/22	83.53	101 4820301	83.53
7430841	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	351.71	203 4752410	351.71
			COLD MIX	166.00	203 4752410	166.00
			COLD MIX	152.86	203 4752410	152.86
				<u>670.57</u>		<u>670.57</u>
7430842	31026	WAXIE SANITARY SUPPLY	SWISH DISINFECTANT	38.82	101 4633406	38.82
			FEMININE HYGIENE	162.33	101 4633406	162.33
			ENMOTION GTL FOAM	54.51	101 4633406	54.51
			FINANCE-JANITORIAL SUPPLIES	1,274.04	101 4633406	1,274.04
				<u>1,529.70</u>		<u>1,529.70</u>
7430843	10249	WE THE CREATIVE	IMPACT BRAND-2022	738.75	101 4205301	738.75
7430844	05093	WESTERN EQUIPMENT SERVICE CO	LMS-HEATER DIAGNOSTIC	286.00	101 4632402	286.00
			DIRECT DRIVE BLOWER MOTOR	948.84	101 4636402	948.84
				<u>1,234.84</u>		<u>1,234.84</u>
7430845	11360	WINTERS, VERONICA	CS-DIGITAL FILE ARTWORK-12/22	50.00	101 4651251	50.00
7430846	09201	XEROX FINANCIAL SERVICES LLC	10/27-11/26/22 LEASE PAYMENT	770.85	101 4410254	770.85
7430847	11293	PARKWOOD LANDSCAPE MAIN INC	LAND MAIN-PROGRAM AGREEMENT	151,918.50	203 4756264	23,963.29
					482 4756301	71,353.73
					482 4756401	5,861.49
					482 4756402	50,739.99
				<u>151,918.50</u>		<u>151,918.50</u>
7430848	11293	PARKWOOD LANDSCAPE MAIN INC	LAND MAIN-PROGRAM AGREEMENT	151,918.50	203 4756264	23,963.29
					482 4756301	71,353.72
					482 4756401	5,861.49
					482 4756402	50,740.00
				<u>151,918.50</u>		<u>151,918.50</u>
7430849	06992	BREMER WHYTE BROWN & O'MEARA	CLAIM #057-19H/CLGL-140311	150.00	113 4230303	150.00
			CLAIM #057-19D/CLGL-1403E1	3,706.60	113 4230303	3,706.60
			CLAIM #023-20/CLGL-1408A1	12,017.00	113 4230303	12,017.00
			CLAIM #022-20/CLGL-1412A1	26,522.89	113 4230303	26,522.89
			CLAIM #052-20/CLGL-1418A1	36,076.56	113 4230303	36,076.56
			CLAIM #046-20/CLGL-1420A1	13,934.21	113 4230303	13,934.21
				<u>92,407.26</u>		<u>92,407.26</u>

# City of Lancaster Check Register



From Check No.: 7430203 - To Check No.: 7430853  
 From Check Date: 12/02/22 - To Check Date: 12/24/22

Printed: 12/28/2022 13:09

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7430850	10911	EKC ENTERPRISES INC	LIFT RENTAL/INSTAL/MATERIALS	59,582.77	101 4800301	59,582.77
7430851	A8656	KIMLEY-HORN & ASSOCIATES INC	LANCASTER HEALTH DISTRICT	84,834.60	209 15ST058924	50,306.92
			AVENUE M PS & E	4,657.50	321 15ST058924	34,527.68
				<u>4,657.50</u>	210 15BR005924	<u>4,657.50</u>
				89,492.10		89,492.10
7430852	10162	LANDSCAPE CONNECTION GROUP	AVE I MEDIAN 42ND WEST	22,789.06	482 4756402	22,789.06
			AVE K ON-RAMP FIRE DAMAGE	28,580.00	101 4752460	28,580.00
			1003 E L-3 BLOCK WALL REPAIR	1,850.00	203 4756460	1,850.00
			BLVD LIGHTING SERVICES	950.00	101 4633402	950.00
			OMP-LIGHTING MAINTENANCE	950.00	101 4634402	950.00
			CC-LIGHT MAINTENANCE	<u>950.00</u>	101 4620403	<u>950.00</u>
				56,069.06		56,069.06
7430853	10511	DIAMOND FORD	FLEET RPLCMNT VHC-FORDF250 (2)	103,880.22	111 4753762	103,880.22
Chk Count						<u>651</u>
				Check Report Total		<u>8,703,615.57</u>



# City of Lancaster Check Register



From Check No.: 101011796 - To Check No.: 101011803

From Check Date: 12/02/22 - To Check Date: 12/24/22

Printed: 12/28/2022 13:12

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101011796	09509	ADP, LLC	ADP FEES-PE 10/22/22	840.48	101 4220301	840.48
			ADP FEES-PE 10/31/22	11.12	101 4220301	11.12
				<u>851.60</u>		<u>851.60</u>
101011797	09509	ADP, LLC	ADP FEES-PE 11/30/22	27.32	101 4220301	27.32
101011798	09509	ADP, LLC	ADP FEES-PE 10/31-11/05/22	844.83	101 4220301	844.83
			ADP FEES-PE 10/31/22	70.00	101 4220301	70.00
			ADP FEES-PE-(HCM)-11/07/2022	4,508.55	101 4220301	4,508.55
				<u>5,423.38</u>		<u>5,423.38</u>
101011799	09509	ADP, LLC	ADP FEES-ENTERPRISE ETIME	7,406.60	101 4220301	7,406.60
101011800	A8602	SO CA EDISON CO	SCE/LCE-STTLMNT AGRMNT-2/7/18	20,000.00	490 2106101	20,000.00
101011801	05987	THE VISITORS BUREAU-LANCASTER	09/22-TBID FEE	49,597.00	101 2501000	49,597.00
101011802	10946	MONDAY.COM LTD	ADDTNL SEATS 11/10/22-08/20/23	9,500.00	112 4315302	9,500.00
101011803	C9589	U S BANK CORP PAYMENT SYSTEMS	11/10/22-CALCARD STATEMENT	123,791.39	101 2601000	123,791.39
Chk Count				<u>8</u>	Check Report Total	<u>216,597.29</u>

**STAFF REPORT**  
**City of Lancaster**

CC 4
01/10/23
JC

Date: January 10, 2023  
To: Mayor Parris and City Council Members  
From: George N. Harris II, Finance Director  
Subject: **Monthly Report of Investments – November 2022**

---

**Recommendation:**

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

**Fiscal Impact:**

None

**Background:**

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

Portfolio Recap

Yield:

	<u>November 2022</u>	<u>October 2022</u>
Total Portfolio	2.56%	2.01%
Cal CLASS	3.80%	3.09%
Local Agency Investment Fund	2.01%	1.77%
 Total Portfolio Balance:	 \$135,882,670	 \$144,413,921

The portfolio balance decreased from October to November by \$8,531,251 or 5.9%. Significant revenues for November included \$2,010,319 in Sales & Use Tax and \$1,418,017 in Measure LC Sales Tax. The largest City expenditures were \$4,970,234 for LA County Sheriff for July and August 2022 law enforcement service, \$3,815,479 for Payroll & Benefits, \$958,323 for Debt Service, \$576,034 for Southern California Edison, \$500,000 for Shop Local Initiative, \$396,996 Marine Landscape Inc., \$336,088 US Bank Cal-card Program, \$213,484 Capital Projects, and \$193,184 LVH Entertainment Systems,

The City’s temporary idle cash, those funds not immediately needed to pay current bills and not governed by bond indentures or bond resolutions, is invested by the City’s adopted Investment

Policy. The City Council reviewed this policy regularly, with the latest policy adopted on February 13, 2018, by Resolution No. 18-06.

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

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

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

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

GH: ma

**Attachment:**

Monthly Report of Investments

**ATTACHMENT A  
CITY OF LANCASTER  
MONTHLY REPORT OF INVESTMENTS  
30-Nov-22**

	<b>Interest Rate</b>	<b>Amount</b>	<b>Total</b>
<b>City of Lancaster</b>			
<b>Wells Fargo Bank</b>			<b>\$10,468,640</b>
City of Lancaster Account	0.00%	\$10,468,640	
<b>U S Bank - Safekeeping</b>			<b>\$42,491,317</b>
US Treasury Notes	2.07%	\$17,642,549	
Federal Government Agencies	1.82%	\$11,942,240	
Corporate Securities	3.08%	\$10,151,169	
Municipal/Provincial Bonds	0.46%	\$2,701,452	
Cash & Equivalents	0.00%	\$53,907	
<b>Chase Bank</b>			<b>\$150,980</b>
Certificate of Deposit	0.01%	\$150,980	
<b>California Class</b>			<b>\$40,260,995</b>
City of Lancaster	3.80%	\$40,260,995	
<b>Local Agency Investment Fund (L.A.I.F.)</b>	2.01%	\$32,045,054	<b>\$32,045,054</b>
<b>Total City of Lancaster</b>			<b><u>\$125,416,985</u></b>
<b>Successor Agency for the Lancaster Redevelopment Agency</b>			
<b>California CLASS</b>	3.80%	\$10,030,322	<b>\$10,030,322</b>
<b>Local Agency Investment Fund (L.A.I.F.)</b>	2.01%	\$435,363	<b>\$435,363</b>
<b>Total Lancaster Successor Agency</b>			<b><u>\$10,465,685</u></b>
<b>Total Pooled Portfolio</b>			<b><u>\$135,882,670</u></b>
<b>Weighted Average</b>	<b>2.56%</b>		

	<b>Interest Rate</b>	<b>Amount</b>	<b>Total</b>
<b>River City Bank</b>			
Lancaster Choice Energy LockBox Account	0.00%	\$1,563,681	
CCEA Operating Account	0.00%	\$2,362,365	
<b>The Bank of New York Mellon Trust Company, N.A.</b>			<b>\$1,483,822</b>
LRA & LA County Escrow Account - Government Bonds	0.00%	\$1,483,822	
<b>US Bank</b>			<b>\$20,698,484</b>
LRA Combined 2004 Fire Protection Facilities Project Bonds	3.63%	\$1,621,887	
LRA Combined 2004 Sheriff Facilities Project Refunding Bonds	3.63%	\$3,503,231	
LPA Solar Renewable Energy Issue of 2021	3.21%	\$934	
SA Combined Project Areas Refunding Bonds 2015A & B	3.63%	\$2,466	
SA Combined Project Areas Refunding Bonds 2016 A-1 & A-2	3.63%	\$1,768	
SA Combined Project Areas Refunding Bonds 2016B	3.60%	\$124	
LFA 2016 Assessment Revenue Bonds (Streetlights Acquisition)	3.62%	\$657	
SA 2017 Tax Allocation Revenue Bonds (TARB)	1.33%	\$2	
LFA LRB 2018 Construction and Improvements	3.63%	\$2,414,873	
LFA 2018 Lease Revenue Bonds	3.63%	\$330	
LFA LRB 2019 Street Improvements	3.63%	\$13,152,211	
<b>Total Restricted Cash/Investments Held in Trust</b>		<b><u>\$20,698,484</u></b>	
<b>Total Restricted Cash/Investments Held in Trust (note 4)</b>			<b><u>\$26,108,352</u></b>

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

George N. Harris II  
Finance Director

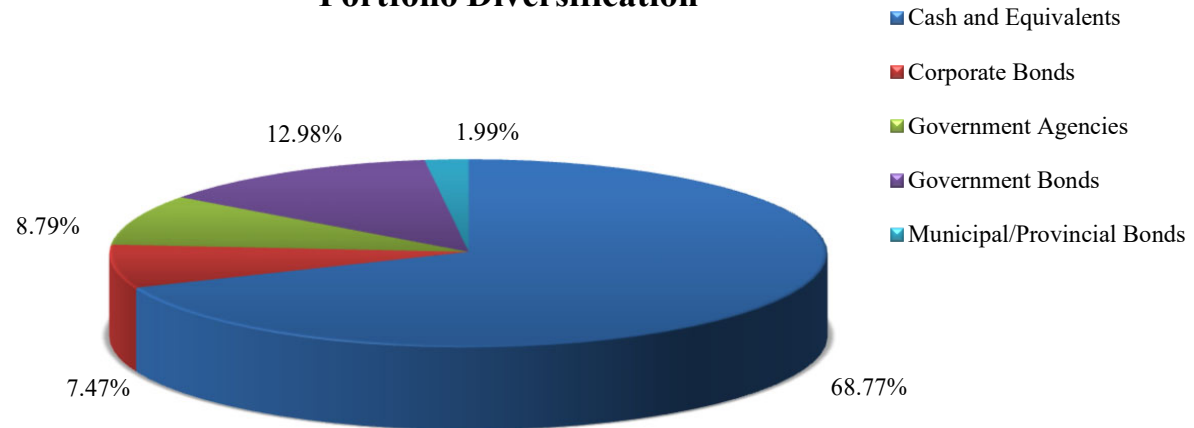
City of Lancaster  
Cash Balances by Fund  
November 30, 2022

Fund No.	Fund Name	Ending Balance	Fund No.	Fund Name	Ending Balance
101	GENERAL FUND	\$ 97,084,189	323	STATE GRANT - STPL	\$ (26,900)
104	CAPITAL REPLACEMENT FUND	\$ (2,199)	324	STATE GRANT - OTS	\$ (0)
106	COMMUNITY SERVICES FOUNDATION	\$ 115,597	330	STATE GRANT RECYCLING	\$ 426,017
109	CITY SPECIAL RESERVES FUND	\$ 11,096,250	331	STATE GRANT - OIL RECYCLING	\$ 4,780
111	FLEET INTERNAL SERVICE FUND	\$ (527,398)	349	MISC STATE GRANTS	\$ (823,161)
112	IT INTERNAL SERVICE FUND	\$ (4,206,673)	361	CDBG	\$ (477,530)
113	GEN LIAB INTERNAL SERVICE FUND	\$ (707,016)	363	NBRHD STABILIZATION PRGM	\$ 2,635,983
139	FIXED ASSETS ACOUNT GROUP	\$ (4,451,605)	364	HPRP-HOMELESS PREV & RAPID REH	\$ -
150	CAPITAL PROJECTS FUND - CITY	\$ (28,261,768)	391	LANCASTER HOME PROGRAM	\$ 1,250,832
203	GAS TAX	\$ (3,154,592)	399	FEDERAL MISCELLANEOUS GRANTS	\$ (1,462,435)
204	AQMD	\$ (165,312)	401	AGENCY FUND	\$ 148,041
205	PROP 1B	\$ 5,985	402	PERFORMING ARTS CENTER	\$ -
206	TDA ARTICLE 8 FUND	\$ (4,214,877)	404	GRANTS FUND	\$ -
207	PROP "A" TRANSIT FUND	\$ 5,287,188	408	X-AEROSPACE GRANTS FUND	\$ -
208	TDA ARTICLE 3 BIKEWAY FUND	\$ (7,618)	456	STILL MEADOW LN SWR ASSMNT DST	\$ 24,032
209	PROPOSITION "C" FUND	\$ 9,528,747	480	SEWER MAINT FUND	\$ 3,975,140
210	MEASURE R FUND	\$ 2,895,352	482	LANDSCAPE MAINTENANCE DISTRICT	\$ 750,033
211	MEASURE M FUND	\$ 2,391,607	483	LIGHTING MAINTENANCE DISTRICT	\$ 2,868,994
212	MEASURE A FUND	\$ -	484	DRAINAGE MAINTENANCE DISTRICT	\$ 1,687,800
213	PARKS DEVELOPMENT FUND	\$ 930,943	485	RECYCLED WATER FUND	\$ 16,669
217	SIGNALS - DEVELOPER FEES FUND	\$ 2,764,169	486	LANCASTER POWER AUTHORITY	\$ 4,013,352
220	DRAINAGE - DEVELOPER FEES FUND	\$ 10,500,704	490	LANCASTER CHOICE ENERGY	\$ (15,103,378)
224	BIOLOGICAL IMPACT FEE FUND	\$ 896,128	491	CALIFORNIA CHOICE ENERGY AUTH	\$ 89,751
226	USP - OPERATION	\$ 2,487	701	LANCASTER FINANCING AUTHORITY	\$ (33,389,344)
227	USP - PARKS	\$ 2,194,378	810	ASSESSMENT DISTRICT FUND	\$ 154,596
228	USP - ADMIN	\$ 72,919	811	AD 93-3	\$ -
229	USP - CORP YARD	\$ 199,096	812	AD 92-101	\$ 202
230	MARIPOSA LILY FUND	\$ 62,733	830	CFD 89-1 EASTSIDE WATER FUND	\$ 23,835
232	TRAFFIC IMPACT FEES FUND	\$ 1,533,122	831	CFD 90-1 (BELLE TIERRA)	\$ (207)
233	DEVELOPER IN LIEU	\$ 106,700	832	CFD 91-1 (QUARTZ HILL)	\$ 13,201
248	TRAFFIC SAFETY FUND	\$ 369,501	833	CFD 91-2 (LANC BUSINESS PARK)	\$ -
251	ENGINEERING FEES	\$ 97	991	REDEV OBLIGATION RETIREMENT FD	\$ 44,869,409
252	PROP 42 CONGESTION MANAGEMENT	\$ 46,543	992	DEBT SERVICE - SUCCESSOR AGENCY	\$ 22,198,985
261	LOS ANGELES COUNTY REIMB	\$ 240,419	993	DEBT SERVICE - COUNTY	\$ 2,495,126
301	LANCASTER HOUSING AUTH. OPS.	\$ 1,862,660	994	DEBT SERVICE - COUNTY	\$ (24,921,783)
306	LOW & MOD INCOME HOUSING	\$ 13,742,562	996	SCHOOLS SUBORDINATE P/T FUND	\$ 30
321	MTA GRANT - LOCAL	\$ 1,169,664		<b>Total Cash Balance</b>	<b>\$ 130,842,746</b>

**City of Lancaster  
Recap of Securities Held  
November 30, 2022**

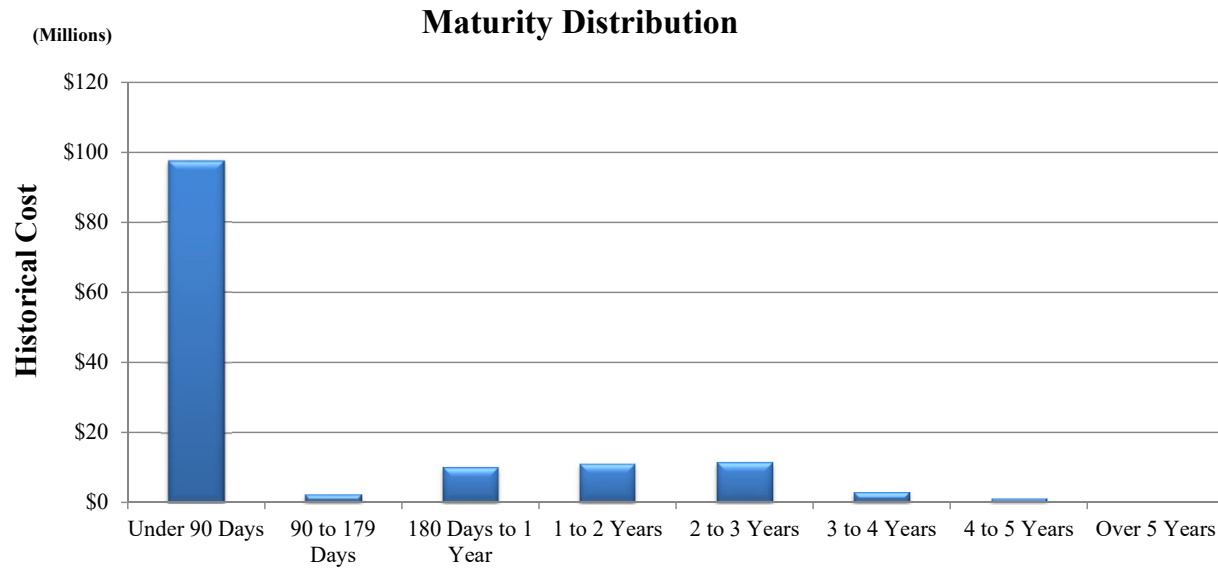
	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average Effective	% Portfolio/ Segment	Weighted Average Market
Cash and Equivalents	\$93,445,260	\$93,445,260	\$93,445,260	\$0	1	68.77%	0.00
Corporate Bonds	\$10,151,169	\$9,918,829	\$9,562,646	(\$356,182)	610	7.47%	1.57
Government Agencies	\$11,942,240	\$11,727,244	\$11,172,057	(\$555,186)	569	8.79%	1.48
Government Bonds	\$17,642,549	\$17,495,957	\$17,121,644	(\$374,313)	621	12.98%	1.61
Municipal/Provincial Bonds	\$2,701,452	\$2,700,595	\$2,531,385	(\$169,210)	583	1.99%	1.55
	<b>\$135,882,670</b>	<b>\$135,287,884</b>	<b>\$133,832,992</b>	<b>(\$1,454,892)</b>	<b>601</b>	<b>100.00%</b>	<b>1.56</b>

**Portfolio Diversification**



City of Lancaster  
Maturity Distribution  
November 30, 2022

Maturity	Historical Cost	Percent
Under 90 Days	\$97,343,728	71.64%
90 to 179 Days	\$2,234,470	1.64%
180 Days to 1 Year	\$9,862,831	7.26%
1 to 2 Years	\$11,079,443	8.15%
2 to 3 Years	\$11,244,930	8.28%
3 to 4 Years	\$3,003,467	2.21%
4 to 5 Years	\$1,113,801	0.82%
Over 5 Years	\$0	0.00%
	<b><u>\$135,882,670</u></b>	<b><u>100.00%</u></b>



**ATTACHMENT A  
CITY OF LANCASTER  
MONTHLY REPORT OF INVESTMENTS  
January 10, 2023**

- (1) This is the actual City bank account balance as of 11/30/2022. It only reflects checks that have been presented for payment and deposits received by the bank. The balance on deposit per the City books would reflect reductions for all checks and warrants issued and all deposits transmitted.
- (2) This is the safekeeping account utilized for investing City funds pursuant to and consistent with the investment policy adopted on 02/13/2018. The current portfolio consists of treasury notes, government agencies, corporates, and CDs.
- (3) Pooled Portfolio:

	<u>% of Portfolio</u>	<u>Policy Limit</u>
Cash	7.74%	None
CDs	0.11%	25% of total portfolio
Commercial Paper	0.00%	25% of total portfolio
US Treasury	12.98%	None
Federal Securities	8.79%	None
Corporate Securities	7.47%	30% of total portfolio
Municipal/Provincial	1.99%	None
California CLASS	37.01%	None
LAIF	23.91%	None

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



**STAFF REPORT**  
**City of Lancaster**

CC 5
1/10/2023
JC

Date: January 10, 2023

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services  
Gabe Nevarez, Assistant Director - Public Works

Subject: Agreement with the California Department of Corrections & Rehabilitation  
Agreement Number C5611122 - Inmate Community Service Work Crews

---

**Recommendations:**

1. Approve the agreement with the California Department of Corrections & Rehabilitation (CDCR) for inmate community service work crews.
2. Authorize the City Manager, or his designee, to sign all documents.
3. Find that the California Environment Quality Act does not apply to this item.

**Fiscal Impact:**

Not to exceed \$116,000.00 per fiscal year. Sufficient funds are available in Account Numbers 203-4752-308 and 484-4752-308.

**Background:**

The City of Lancaster has contracted with the California Department of Corrections and Rehabilitation for the past 21 years for extension of work force labor. These crews perform essential tasks such as weed abatement, litter removal, pruning trees and shrubs, and miscellaneous landscaping work. One crew, with a minimum of four (4) and a maximum of six (6) inmates, would provide weekly services for a minimum of four (4) days a week. The term of the agreement would be through June 30, 2025.

NJ:sm

**Attachment:**

Agreement

## DIVISION OF ADMINISTRATIVE SERVICES

OFFICE OF BUSINESS SERVICES

9838 Old Placerville Road, Suite B-2  
Sacramento, CA 95827

November 14, 2022

Jason Caudle, City Manager  
City of Lancaster  
44933 Fern Avenue  
Lancaster, CA 93534

Dear Jason Caudle:

**AGREEMENT NUMBER: C5611122**  
**SERVICE: INMATE COMMUNITY SERVICE WORK CREW**

Enclosed for your signature are the above-referenced Standard Agreements and related exhibits. **This Agreement is not valid unless, and until, approved by the Department of General Services (DGS), or under its authority, California Department of Corrections and Rehabilitation (CDCR).** The State has no legal obligation, unless and until the Agreement is approved. The State assumes no responsibility for any work commenced by the Contractor and will not reimburse the Contractor for any work performed prior to approval of the Agreement. When this Agreement is fully approved, an original will be forwarded to you. Please allow up to two months for approval.

Please have all items reviewed and approved by your Board, and once approved I will route the Agreement through **DocuSign** for an authorized representative signature.

Copies of the following document(s) must be returned to CDCR's Office of Business Services (OBS) before this Agreement can be sent to DGS for approval.

Proof of Insurance

Commercial General Liability - \$1,000,000 per occurrence for bodily injury and property damage. All self-insured public entities **MUST** provide proof of self-insurance as specified under the Agreement.

As required under the Workers' Compensation provision in the CDCR Special General Terms and Conditions of this Agreement, the Contractor shall furnish to the State evidence of valid Workers' Compensation coverage in the manner specified therein.

Contractor Certification Clauses – CCC 04/2017

Board Resolution

Please provide a certified copy of the board resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into this Agreement, authorizing execution of the Agreement as required in the Contractor Certification Clauses.

All documentation must be returned to CDCR, OBS, at the following address or email:

California Department of Corrections and Rehabilitation  
Office of Business Services  
Attention: Kristine Harris  
9838 Old Placerville Road, Suite B-2  
Sacramento, CA 95827

If you have any questions or need assistance, do not hesitate to contact me at [Kristine.harris@cdcr.ca.gov](mailto:Kristine.harris@cdcr.ca.gov) or (279) 210-3737.

Sincerely,

*Kristine Harris*

Kristine Harris  
Contract Analyst  
Institution Service Contracts Unit  
Contracts Management Branch

Enclosure(s)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>C5611122</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
-------------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
California Department of Corrections and Rehabilitation (CDCR)

CONTRACTOR NAME  
City of Lancaster

2. The term of this Agreement is:

START DATE  
Upon Approval

THROUGH END DATE  
June 30, 2025

3. The maximum amount of this Agreement is:  
The total estimated reimbursement amount of this Agreement is (\$ 501,120.00) Five Hundred One Thousand One Hundred Twenty Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit A-1	Sample Invoice Statement	1
Exhibit B	Budget Details and Payment Provisions for Reimbursements	1
+ - Exhibit B-1	Rate Sheet	1
+ - Exhibit C*	General Terms and Conditions - GTC 04/2017	
+ - Exhibit D	Special Terms and Conditions for Public Entity Agreements	14
+ - Exhibit E	CDCR 2301 PREA Policy Information for Volunteers and Contractors	3

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
City of Lancaster

CONTRACTOR BUSINESS ADDRESS 44933 Fern Avenue	CITY Lancaster	STATE CA	ZIP 93534
--	-------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Jason Caudle	TITLE City Manager
--	-----------------------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
---------------------------------	-------------

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER C5611122	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------------------	---

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation (CDCR)

CONTRACTING AGENCY ADDRESS

9838 Old Placerville Road, Suite B-2

CITY

Sacramento

STATE

CA

ZIP

95827

PRINTED NAME OF PERSON SIGNING

Samantha Bruton

TITLE

Section Chief, ICS

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

## **INMATE COMMUNITY SERVICE WORK CREWS**

### **1. INTRODUCTION**

The Contractor shall provide all equipment, materials, supplies, and tools necessary for the California Department of Corrections and Rehabilitation (CDCR), California State Prison, Los Angeles County (LAC) located at 44750 60<sup>th</sup> Street West, Lancaster, CA 93536, inmate work crews to perform clean-up work, maintenance, and restoration for the City of Lancaster. The services to be performed shall consist of the work listed herein. The Contractor shall reimburse CDCR in accordance with Exhibit B-1, Rate Sheet.

This Agreement shall provide a meaningful, useful, and manageable work program as part of the work incentive of inmates at LAC to render a public service. Under no circumstances are inmates or Correctional Officers to be considered employees or agents for the term of this Agreement.

Services to be provided by CDCR inmate work crews shall consist of the following but not limited to:

Graffiti removal	Weed abatement
Litter removal	Miscellaneous landscaping work
Painting	Pruning trees and shrubs

General cleanup and other activities will be mutually agreed upon.

### **2. CONTRACTOR RESPONSIBILITIES**

- a. Designate a Project Coordinator (PC) representative who will give detailed instructions and technical supervision for each project performed by inmates, as well as deadlines for projects, if applicable.
- b. The Contractor shall not use inmate crews in lieu of paid staff or in violation of the Public Contract Code.
- c. There shall be no commingling of inmate crews with the public or the Contractor staff other than the immediate technical direction by the Contractor to ensure quality control of the work to be performed.
- d. Provide training to inmate crews in all safety procedures and a safe working environment. CDCR realizes and acknowledges that the performance of work in and around the work sites can be hazardous and that injuries to workers can occur which cannot be reasonably avoided by any of the parties hereto. However, the Contractor agrees not to assign any inmate work crews to work in any area which the Contractor knows to be unsafe or in a dangerous condition.
- e. Provide assignments and necessary equipment, materials, plans, technical guidance, and supplies as necessary for all projects to be completed except

when agreed upon in advance that CDCR will furnish all or part. Provide any special clothing and/or safety equipment required in addition to what CDCR provides.

- f. Provide any heavy equipment necessary for the completion of projects and personnel to operate the heavy equipment.
- g. Maintain all equipment in good working condition. The cost of equipment, materials, and supplies shall be at the sole expense of the Contractor.
- h. Ensure that all equipment necessary to complete project is delivered to the worksite.
- i. Ensure that inmate work crews shall not operate any tools, equipment, or motorized vehicles that they have not been trained and authorized to use.
- j. Provide documentation that inmates have been trained to operate tools and equipment, or motorized vehicles.
- k. Ensure inmate workers are not allowed to operate any mobile equipment on a public road, except in extreme emergency, and must report such instance to the inmate work crew supervisor immediately following the emergency as outlined the California Code of Regulations, Title 215, Section 3408, VEHICLES.
- l. Provide traffic control and adequate equipment/materials (i.e., barricades, cones, and signs, etc.) to ensure the safety of all workers.
- m. Report all disputes/concerns from the community, labor unions and Institution staff. The Contractor shall inform the Institution Contract Liaison or designee within seven (7) days in writing.
- n. The Contractor shall assist in protecting community safety and security by informing local law enforcement office of inmate crew location for the purpose of providing periodic patrol or for escape pursuit.
- o. The Contractor staff working in and around inmates shall be familiar with the laws, rules and regulations governing conduct in associating with prison inmates. The Contractor shall be responsible for ensuring employees adhere to the laws, rules and regulations relating to inmates.

### 3. **CDCR RESPONSIBILITIES**

- a. Assign qualified custodial and qualified inmate workers to perform general labor on the properties under the jurisdiction of the Contractor. Under no circumstances will said work crew be used on public works projects or projects requiring skilled labor or projects requiring public bidding.
- b. Reject any project that could jeopardize the use of inmate laborers or bring undue criticism to the use of this resource.
- c. Maintain, through proper classification procedures, a list of approved inmates to be utilized as off-reservation work detail workers.
- d. Determine the quantity of inmates that will be committed to a specific work site based on safety/security factors. Inmate work crew size will be limited to a minimum of four (4) and a maximum of six (6) inmates, four (4) days per week minimum, per custodial supervisor.

- e. Be responsible for maintaining a daily log and control of all tools, equipment and fuel assigned to the inmate work crew. All tools must be accounted for at the end of each workday.
- f. Provide custody supervision for the discipline, security, control, welfare, and safety of inmates.
- g. Borne any obligations to provide worker's compensation insurance for the assigned inmate workers and custody staff to the extent that such obligations may apply, except as specified by law (Section 3370-3371, Labor Code).
- h. Perform all necessary paperwork including but not limited to, hours worked, travel logs, and invoicing for services.
- i. Provide transportation of inmate work crews to the worksite and for their return to the Institution at the end of each workday.
- j. Provide gloves and protection coveralls for the inmate work crews. Provide inmates with all personal protective equipment and/or safety gear for each project as necessary. The CDCR will provide first aid kit as required by CAL Occupational Safety and Health Administration (OSHA).
- k. Ensure the inmate work crew wear all safety equipment provided at all times and be responsible for instructing which safety item must be worn at the worksite.
- l. Provide sack lunches for inmates at the work project.
- m. Temporarily suspend work on any project without prior notification based on unforeseen custodial or situational circumstances. Written notification will be given if suspension will exceed twenty-four (24) hours. The Contractor agrees that scheduled work crew activities may be delayed and/or canceled as a result of Institution security issues such as lockdowns and/or inclement weather, such as fog, that poses a security hazard. The CDCR shall not be liable for any delay.
- n. Provide portable toilets, or access to facilities, if a permanent toilet is not on or adjacent to the worksite. Transport the portable toilets to and from the worksite.

#### 4. **LIABILITY**

- a. Neither the Contractor, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CDCR under or in connection with any work, authority or jurisdiction not delegated to the Contractor under this Agreement.
- b. Neither CDCR, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the Contractor under or in connection with any work, authority or jurisdiction delegated to the Contractor under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, the Contractor shall fully indemnify and hold CDCR harmless from any liability imposed for



injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the Contractor under or in connection with any work not delegated to CDCR under this Agreement.

- c. Nothing in this Agreement is intended to, nor shall operate so as to abrogate any legal immunity afforded either CDCR or Contractor, including, but not limited to, immunities provided by Government Code sections 844.6, 845.8 or similar such immunities afforded under law.
- d. It is understood that the contractual relationship of CDCR and the Contractor is that of independent Contractor. The agents and employees of CDCR on assignment to Contractor are not, and shall not be considered employees or agents of Contractor.

5. **WORK SCHEDULE**

Inmate crew shall be provided to the Contractor Monday through Friday, between the hours of 6:00 AM and 4:00 PM or at a time that is mutually agreed upon by the Contractor and Institution Contract Liaison or designee. Work schedule shall commence and end at the Institution and shall be recorded on a timesheet maintained by CDCR and the City of Lancaster. The maximum hours allowed for inmate workers is eight (8) hours per day or forty (40) hours per week. There shall be no project work on Saturday, Sunday or holidays defined in Section 6700 through 6705 of the California Government Code as designated holidays for state employees.

6. **DISCIPLINE**

Discipline of the inmate workers is the sole responsibility of Institution staff. The Contractor, whenever possible, assists Correctional Officers in control of inmates in emergency situations on work locations under the guidance of custody staff. The Contractor personnel shall report through established channels all acts of inmate workers contrary to law, regulations, or City rules.

7. **ACCIDENTS/DAMAGES**

Damage caused to the equipment covered herein due to fire, abuse, act of God, accident, unauthorized alterations, disasters, the elements, failure of electrical power, misuse, use of unauthorized agents, vandalism or negligence by the State or its officers, agents, employees, or CDCR inmates, are not covered by this Agreement except on a time and material basis. Such repairs will be performed by the Contractor.

8. **CDCR CONTACT INFORMATION**

Should questions or problems arise during the term of this Agreement, the Contractor should contact the following offices:

**Billing/Payment Issues:**

ASB – Rancho Cucamonga  
P.O. Box 6000  
Rancho Cucamonga, CA 91729-6000  
Phone Number: (909) 483-1545  
FAX Number: (909) 483-1589

**Scope of Work/Performance Issues:**

- Business Services Officer I, Institution Contract Liaison  
Phone Number: (661) 729-2000 x 5234  
FAX Number: (661) 729-6920

**General Contract Issues:**

- Office of Business Services  
Phone Number: (916) 255-5624  
FAX Number: (916) 255-6187

9. **NOTICES**

Notices (correspondence) to be given between the parties shall be in writing. Addresses are as follows:

**California State Prison  
Los Angeles County (LAC)  
Business Services Officer I**  
44750 60<sup>th</sup> Street West  
Lancaster, CA 93536-7620  
(661) 729-2000 ext. 5234  
(661) 729-6920

**City of Lancaster  
Project Coordinator**  
44933 North Fern Avenue  
Lancaster, CA 93534-2461  
(661) 723-6000  
(661) 723-6141

# SAMPLE

## INMATE COMMUNITY SERVICE WORK CREWS

### INVOICE STATEMENT

Invoice Number 003

Month July Year 2009

### **CORRECTIONAL OFFICER REIMBURSEMENT**

DATE OF SERVICE	NUMBER OF OFFICERS	X	NUMBER OF HOURS PER OFFICER	X	COST PER OFFICER, PER HOUR	=	TOTAL COST OF OFFICERS
July 15, 2009	1	X	10	X	\$52.00	=	\$ 520.00
July 16, 2009	1	X	10	X	\$52.00	=	\$ 520.00
July 17, 2009	2	X	4	X	\$52.00	=	\$ 416.00
July 18, 2009	1	X	8	X	\$52.00	=	\$ 416.00
July 19, 2009	2	X	10	X	\$52.00	=	\$1040.00
July 22, 2009	1	X	10	X	\$52.00	=	\$ 520.00
July 23, 2009	1	X	6	X	\$52.00	=	\$ 312.00
<b>TOTAL</b>						<b>=</b>	<b>\$3744.00</b>

**1. Invoicing and Payment (reimbursement contracts)**

- a.** The CDCR will submit an Invoice to the Contractor, by the 10<sup>th</sup> day of each month for the preceding month's services; based on the rates specified in Exhibit B-1, Rate Sheet, which is attached hereto and made part of this Agreement.
- b.** Invoices will be due within thirty (30) days of the statement date and shall be remitted to the appropriate CDCR Accounting office below:

California Department of Corrections and Rehabilitation (CDCR)  
ASB – Rancho Cucamonga  
Attention: Accounts Receivable  
PO Box 6000  
Rancho Cucamonga, CA 91729-6000

**INMATE COMMUNITY SERVICE WORK CREWS**

The Contractor shall reimburse CDCR, monthly in arrears, as follows:

<b>Correctional Officer Reimbursement</b>	\$ 58.00*	Per hour, per custody staff
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\*City of Lancaster agrees to compensate CDCR for the actual top-step Correctional Officer hourly rates in effect at the time services under this agreement are rendered. The above information is a cost estimate only.

1. **Contract Disputes with Public Entities** (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. **Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

**3. Accounting Principles**

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

**4. Taxes**

Unless required by law, the State of California is exempt from federal excise taxes.

**5. Right to Terminate** (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

**6. Contract Suspension**

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

**7. Extension of Term**

When it is determined to be in the best interest of the State, this Agreement may be amended to extend the term at the rates agreed upon by CDCR and the Contractor.

**8. Contractor Employee Misconduct**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information

reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

**9. Subcontracting**

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

**10. Subcontractor/Consultant Information**

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

**11. Liability for Nonconforming Work**

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

**12. Temporary Nonperformance**

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be



reimbursed by the Contractor for any additional costs above the Agreement price.

**13. Contract Violations**

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

**14. Employment of Ex-Offenders**

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
  1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a “violent felony” as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

**15. Conflict of Interest**

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

**a. Contractors and Their Employees**

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their

employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

**b. Current State Employees**

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
  - (a) Using an official position for private gain;
  - (b) Giving preferential treatment to any particular person;
  - (c) Losing independence or impartiality;
  - (d) Making a decision outside of official channels; and
  - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

**c. Former State Employees**

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either

directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, “affiliated company, person or business” means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor’s owners, officers, principals, directors and/or shareholders, either directly or indirectly. “Affiliated companies, persons or businesses” include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor’s owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor’s business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor’s business status or structure that could affect the performance of the Contractor’s duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

**16. Compliance with Legal Requirements**

The Contractor shall be aware of and comply with all Federal and State statutes, rules, regulations, and CDCR policies and directives (“CDCR Policies”) applicable to the Contract. CDCR policies shall include, but are not limited to the Department Operations Manual (DOM), California Code of Regulations Title 15, any policy memoranda issued by the CDCR Secretary or jointly with the Receiver, California Correctional Health Care Services (CCHCS), and any similar department-wide guidance that may be issued by proper authority, of which the Contractor has been informed by CDCR or has been published on the CDCR public internet web site, CDCR.ca.gov.

**17. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals.

“Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**18. Travel**

Contractor’s rates shall include all travel expenses required to perform services in accordance with this contract.

**19. Notification of Personnel Changes**

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor’s employee(s) upon their departure or termination.

**20. Security Clearance/Fingerprinting**

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

**21. Computer Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**22. Expendable Equipment**

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered “theft-sensitive” items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

**23. Electronic Waste Recycling**

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

**24. Liability for Loss and Damages**

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

**25. Disclosure**

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

**26. Additional Disclosure**

Neither the State nor any State employee will be liable to the Contractor or its staff for any injuries caused by exposure to any blood borne pathogens, aerosol transmissible diseases, or communicable diseases. Contractor agrees that it shall comply fully with all applicable Cal/OSHA regulations concerning protection of the Contractor's employees from diseases; including Title 8, California Code of Regulations section 5193 (Blood Borne Pathogens), and Title 8, section 5199 (Aerosol Transmissible Diseases). Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any of the Contractor's employees arising out of exposure to any blood borne pathogen, aerosol transmissible disease, or communicable disease during the Contractor's performance of the Agreement.

**27. Workers' Compensation**

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period

of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

## **28. Insurance Requirements**

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance against:

Commercial General Liability - \$1,000,000 per occurrence for bodily injury and property damage liability combined

## **29. Tuberculosis (TB) Testing**

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, Contractors and their employees who are assigned to work with, near, or around inmates/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least

once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

Contractors and their employees who have any contact (physical or nonphysical) with inmates/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

***The following provisions apply to services provided on departmental and/or institution grounds:***

**30. Blood borne Pathogens**

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

**31. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards**

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.



- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

### **32. Clothing Restrictions**

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

### **33. Tobacco-Free Environment**

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

### **34. Prison Rape Elimination Policy**

CDCR maintains a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim.

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

If you are providing services for the confinement of our inmates, you and your staff are required to adopt and comply with the PREA standards, 28 Code of Federal Regulations (CFR) Part 115 and with CDCR's Department Operations Manual, Chapter 5, Article 44, including updates to this policy. This will include CDCR staff and outside audit personnel (who also conduct PREA audits of state prisons) conducting audits to ensure compliance with the standards.

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR inmates, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable

to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR inmates and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Section 5: Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with inmates, shall be provided training via the Exhibit titled; "PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet" to learn their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. A copy of this signed informational sheet will be provided to the institution before a contract employee may have contact with inmates.

Any contract employee who appears to have engaged in sexual misconduct of an inmate shall be prohibited from contact with inmates and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

### **35. Security Regulations**

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.

- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

**36. Gate Clearance**

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

## CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part A

The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. As a volunteer or private contractor who has contact with CDCR offenders, it is your responsibility to do what you can, within the parameters of your current assignment, to reduce incidents of sexual violence, staff sexual misconduct, and sexual harassment and to report information appropriately when they are reported to you or when you observe such an incident. For purposes of this Policy, the word “staff” includes volunteers and private contractors.

### **Historical Information**

Both the Congress and State Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice Final Rule; National Standards of 2012 to help prevent, detect, and respond to sexual violence, staff sexual misconduct, and sexual harassment behind bars. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to instances by offenders and staff.

### **CDCR Policy**

The CDCR policy is found in Department Operations Manual (DOM), Chapter 5, Article 44. PREA addresses five types of sexual offenses. Sexual violence committed by offenders against offenders encompasses: abusive sexual contact, non-consensual sex acts, and sexual harassment by an offender. Other sections covered by PREA include staff sexual misconduct towards an offender and staff sexual harassment towards an offender.

CDCR’s policy provides for the following:

- CDCR is committed to continuing to provide a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment.
- CDCR maintains zero tolerance for sexual violence, staff sexual misconduct, and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction.
- All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.
- This policy applies to all offenders and persons employed by the CDCR, including volunteers and independent contractors assigned to an institution, community correctional facility, conservation camp, or parole.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures taken against those who cooperate with investigations shall not be tolerated and shall result in disciplinary action and/or criminal prosecution. Retaliatory measures include, but are not limited to:

- Coercion.
- Threats of punishments.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

### **Professional Behavior**

Staff, including volunteers and private contractors are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders. Key elements of professional behavior include:

- Treating everyone, staff and offenders alike, with respect.
- Speaking without judging, blaming, or being demeaning.
- Listening to others with an objective ear and trying to understand their point of view.
- Avoiding gossip, name calling, and what may be perceived as offensive or "off-color" humor.
- Taking responsibility for your own behavior.

CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part A

**Preventative Measures**

You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or private contractor.

The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of offenders.
- Be professional at all times.
- Make it clear that sexual activity is not acceptable.
- Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
- Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
- Never advise an offender to use force to repel sexual advances.

**Detection**

All staff, including volunteers and private contractors, is responsible for reporting immediately and confidentially, to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation.

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim. Staff, including volunteers and private contractors, will request the victim does not: 1) Shower; 2) Remove clothing without custody supervision; 3) Use the restroom facilities; and 4) Consume any liquids.

*I have read the information above and understand my responsibility to immediately report any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.*

\_\_\_\_\_  
Volunteer/Contractor Name (Printed)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Volunteer/Contractor

\_\_\_\_\_  
Current Assignment within Institution

\_\_\_\_\_  
Contact Telephone Number

\_\_\_\_\_  
Supervisor in Current Assignment

CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part B

**PART B shall only be completed by contractors who, in the course of their assigned duties, have contact with inmates.**

**Duty to Report**

You are required to answer the following questions:

- 1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, other institution?  
 Yes  No If yes, provide the date of the incident and the facility name in the space below.
- 2) Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?  
 Yes  No If yes, provide the date of the incident and the county in the space below.
- 3) Have you ever been civilly or administratively found to have engaged in the activity described in question (2) above?  
 Yes  No If yes, provide the date of the incident and the county in the space below.
- 4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of an inmate in a prison, jail, lockup, community confinement facility, or other institution?  
 Yes  No If yes, provide the date of the incident and the facility name in the space below.

If you answered “Yes” to any of the questions, please provide the date of the incident and the facility name/county where it occurred:

Date: _____
Facility/County Name: _____

As a contract employee, you have a continuing duty to promptly report, and you are required to notify your employer and the Appointing Authority of the Institution to which you are assigned if the answer to any of the above questions changes.

I hereby certify that there are no misrepresentations, omissions, or falsifications, and that all answers are true and correct. I understand and agree that if any material facts are discovered which differ from those facts stated by me on this form, my services to the California Department of Corrections and Rehabilitation will be discontinued and my contract employer will be notified.

Printed	
Signature:	Date

**STAFF REPORT**  
**City of Lancaster**

CC 6
1/10/2023
JC

Date: January 10, 2023

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services  
Sonya Patterson, Director - Parks, Arts, Recreation & Community Services  
Marissa Diaz, Assistant Director - Capital Programs

Subject: Task Order for Multi-Year Professional Services (Service Group Category 12 – Architectural and Engineering Design – On-Site Facilities) for El Dorado Park Improvements (Reference PWCP 24-008)

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**Recommendation:**

Approve Task Order No. 1 with IDS Group, of Irvine, California, in accordance with the Multi-Year Professional Services Agreement, Service Group Category (SGC) 12 – Architectural and Engineering Design – On-Site Facilities, to provide Architectural and Engineering (A&E) services for El Dorado Park Improvements in the amount of \$337,740.00 plus a 10% contingency; and authorize the City Manager, or his designee, to sign all documents.

**Fiscal Impact:**

\$371,514.00 (including 10% contingency); sufficient funds are available in Capital Improvement Budget Account Number 349-11ZZ010-924.

**Background:**

El Dorado Park is located on the northwest corner of 5<sup>th</sup> Street East and Pondera Street within a densely populated area, and is surrounded by established residential neighborhoods, an elementary school, and commercial businesses. The El Dorado Park revitalization project focuses on creating renovated amenities to improve and expand community resources based on community input.

On May 3, 2021, the City of Lancaster filed a Notice of Exemption to comply with the California Environmental Quality Act for the revitalization of El Dorado Park.

On February 23, 2021, the City of Lancaster adopted Resolution No. 21-02 approving the application for Statewide Park Development and Community Revitalization Program grant funds. On March 2, 2021, an application was submitted for the revitalization of El Dorado Park. The City

was awarded a total grant amount of \$8,413,446.00 on February 28, 2022, for El Dorado Park's revitalization.

The revitalization project will include the following:

- Demolition of the existing community building
- Construction of the new community building
- Construction of a new plaza with (6) tables and shade sails
- Construction of a new splash pad
- Construction of a new half-court basketball
- Construction of a new picnic shelter with (5) tables
- Construction of a new picnic shelter with (6) tables
- Construction of a new skate spot
- Construction of (11) new exercise stations
- Construction of a new DG path
- Construction of new concrete paving
- Construction of new turf & irrigation
- Construction of new low water use plants & irrigation
- Construct new lighting throughout the park

The selected Consultant shall execute the project in accordance with the City's executed agreement with the State of California's Office of Grants and Local Services (OGALS), and in accordance with the Grant Administration Guide for the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for all Act of 2018 to ensure compliance with all grant requirements.

On November 8, 2022, Council approved Multi-Year Professional Service Agreements with the consulting firms recommended by staff to be pre-qualified service providers through December 31, 2026. The Multi-Year Agreement permits City staff to issue Task Orders for individual projects.

City staff requested proposals for El Dorado Park Improvements from five (5) Firms on the Multi-Year Professional Services Agreement List of Pre-Qualified Firms under Service Group Category (SGC) 12 - Architectural and Engineering Design – On-Site Facilities. On November 11, 2022, at 2:00 p.m., the City received proposals from three (3) Firms for review.

Responsibilities, under this Task Order, include Pre-Design, Conceptual Design, and Schematic Design for Phase 1 construction. The Consultant shall perform all studies, surveys, assessments, clearances, and calculations needed for planning purposes and Phase 1 construction.

AL:km

**Attachment:**  
Task Order No. 1



TASK ORDER NO. 1  
OVER

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES – RFQ 769-22  
SERVICE GROUP CATEGORY 12 – ARCHITECTURAL AND ENGINEERING  
DESIGN SERVICES – ON-SITE FACILITIES

DATED DECEMBER 8, 2022

BETWEEN

THE CITY OF LANCASTER, "OWNER"  
AND  
IDS GROUP "CONSULTANT"

PROJECT TITLE: El Dorado Park Improvements (Reference: PWCP 24-008)  
PROJECT DESCRIPTION: Architectural and Engineering Design Services – On Site Facilities  
SCOPE OF WORK: Per Attached Exhibit "1", Scope of Services  
PERIOD OF SERVICES: Per Attached Exhibit "2", Schedule  
COMPENSATION FOR SERVICES: Per Fee Schedule - Not to Exceed \$337,740.00

"OWNER"

"CONSULTANT"

CITY OF LANCASTER

IDS GROUP

By: \_\_\_\_\_  
Jason Caudle  
City Manager

By: \_\_\_\_\_  
Mr. Said Hilmy, Ph.D., SE, LEED AP  
Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Dept. Head: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Allison E. Burns, Esq.  
City Attorney

EXHIBIT “1”

SCOPE OF SERVICES

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

- A. Task Order 1 –Scope of Services

## **EXHIBIT 1: SCOPE OF SERVICES**

### **PROJECT BACKGROUND, DESCRIPTION, AND LOCATION**

The City of Lancaster (City) intends to reconstruct, renovate, and revitalize El Dorado Park. On February 28, 2022, the City executed a park development and community revitalization grant agreement with the State of California's Office of Grants and Local Services (OGALS). The City was awarded the grant for the reconstruction, renovation, and revitalization of El Dorado Park.

The City is requesting proposals from SGC 12 to provide Architectural and Engineering (A&E) services to assist the City in the phased planning and design of the El Dorado Park Improvements.

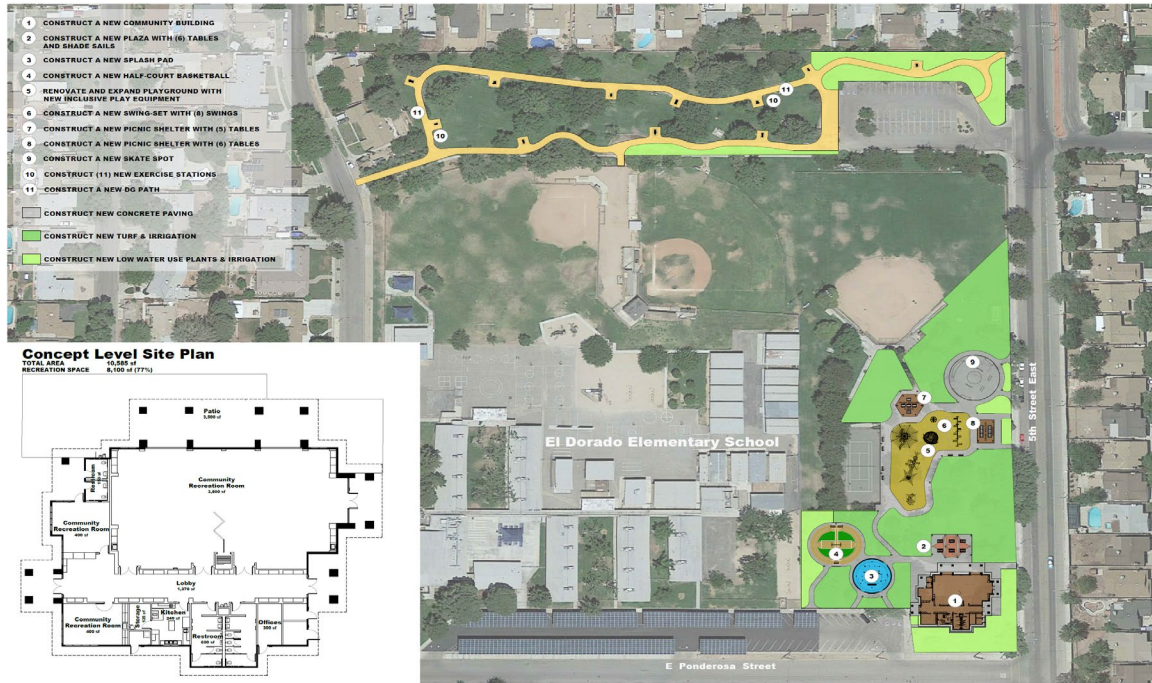
El Dorado Park is located within a densely populated area and is surrounded by established residential neighborhoods, an elementary school, and commercial businesses. The City is focused on creating renovated amenities in this popular existing neighborhood park to improve and expand community resources based on community input supporting additional active spaces within El Dorado Park. Phase 1 will remove the existing pre-school/community building, construct a new pre-school/community building, and include new recreational features such as a half-court basketball court with lighting, splash pad, and skate spot within the park. Additionally, the existing dirt path and exercise equipment at the northern end of the park will be replaced with a decomposed granite surface and eleven workout stations with new exercise equipment along the path. ADA access will also be incorporated into walkways and recreational amenities throughout the park. The future phase 2 enhancements will consist of expanding the playground and replacing existing equipment with types that are inclusive for people of all ages and abilities, including a swing set with 8 swings.

This work shall include conceptual layouts for all research, studies, surveying, utility coordination/mapping, potholing, and right-of-way engineering; as well as, Phase 1 preliminary demolition plans, conduit and fiber extension plan, building plans (architectural, structural, mechanical, electrical, plumbing, fire safety, etc.), construction details, diagrams, exhibits, interior design plans, and construction cost estimates. This work shall also include all other work necessary to coordinate, verify and supplement utility services, for Phase 1 of the project, including but not limited to plan checking and permitting with Lancaster Building & Safety, Los Angeles County Fire Department, Los Angeles County Waterworks Districts, etc.

**Existing Site (Figure 1)**



**Conceptual Site Plan (Figure 2)**



## **GENERAL SCOPE OF SERVICES**

As this project is funded with a state grant administered by The State of California's Office of Grants and Local Services (OGALS) with the Department of Parks and Recreation, the project shall be executed in accordance with the Grant Administration Guide for the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 to ensure compliance with all grant requirements. The Grant Administration Guide is provided within the City's FTP site below for reference.

FTP Site (cut and paste path into Chrome):

<https://colftp.cityoflancasterca.org/Logon.aspx>

Username: capeng

Password: zmC\$t7D4cZbPVS

Folder: PWCP24-008 El Dorado Park Improvements

The firm shall also assist the City in any necessary approvals through OGALS, as determined by the Grant Administration Guide and the City's Project Manager.

The priorities for Phase 1 reconstruction, renovation, and revitalization should include 30% Conceptual plans and be consistent with planned future phase renovations.

Basic services may include, but are not limited to, the following:

- Site survey services;
- Architectural services;
- Landscape architectural services;
- Structural engineering services;
- Mechanical and plumbing engineering services;
- Electrical engineering services;
- Lighting design services;
- Civil engineering services;
- Code and accessibility compliance;
- Energy Management;
- Interior design (e.g. fixed finishes, furnishings, furniture, and equipment);
- Cost consultant/estimating services;
- Other design and engineering services as normally and reasonably required for a project of this size and scope.

Reconstruction, renovation, and revitalization included:

- Demolition of the existing community building
- Construction of the new community building
- Construction of a new plaza with (6) tables and shade sails

- Construction of a new splash pad
- Construction of a new half-court basketball
- Construction of a new picnic shelter with (5) tables
- Construction of a new picnic shelter with (6) tables
- Construction of a new skate spot
- Construction of (11) new exercise stations
- Construction of a new DG path
- Construction of new concrete paving
- Construction of new turf & irrigation
- Construction of new low water use plants & irrigation
- Construct new lighting throughout the park

The future Phase 2 will include the additional build out/modification of the existing playground to include a new inclusive playground for people of all ages and abilities, including a swing set with 8 swings. Phase 2 will be completed under separate agreement. Phase 2 will be incorporated into the Phase 1 design and shown within the plans for reference only.

The Principal Architect shall assemble and lead the architectural and engineering design team needed to perform all tasks detailed herein and shall include, as a minimum, the following team members licensed in the State of California: Architect, Civil Engineer, Structural Engineer, Electrical Engineer, Mechanical Engineer and any other specialty discipline designer required.

The Principal Architect will need to consider future work in the design of Phase 1 and shall include accommodations for Phase 2 that minimize disruption, redundancy, and waste required in Phase 2 with the Phase 1 design. The Principal Architect will also need to consider constraints such as existing service capacity (sewer, water, electricity, etc.) right of way, existing physical improvements, utilities, circulation, parking, park operations, and adjacent properties.

The Principal Architect shall be responsible for the design of all elements of the project. The Principal Architect shall also be responsible to identify all utilities and utility easements that may interfere with the project and coordinate the design of any required utility relocations, new and/or supplemental services.

The scope of work for this project is to provide Pre-Design, Conceptual Design, and Schematic Design for Phase 1 construction. The Consultant shall perform all studies, surveys, assessments, clearances, and calculations needed for planning purposes and Phase 1 construction.

A detailed outline of the scope of work by Task is included below.

Milestone tasks and Schedule are included in Exhibit 2 and Payment and Fees by tasks and sub-tasks table is included in Exhibit 3.

## **ITEMS TO BE PROVIDED BY THE CITY**

The following items shall be provided by the City:

- Copies (hardcopy or PDF as available) of all record drawings within the City archives, may include: building plans, street plans, storm drain plans, street lighting plans, traffic signal plans, fiber interconnect plans, signing and striping plans, landscape plans, sewer plans, and/or recycled water plans.
- Copies (hardcopy or PDF as available) of all Survey notes, Monumentation notes, and Engineer tie sheets.

## **DESIGN STANDARDS AND CONSULTANT EXPECTATIONS**

This project includes State funding and shall comply with OGALS requirements and all applicable City, County, State and Federal regulations.

The proposed improvements shall, at a minimum, follow the City of Lancaster Municipal Code, adopted Building Codes, Engineering Design Guidelines Policies and Procedures Manual, and Trench and Pavement Restoration Policy.

Wherever the City guidelines are absent of the latest industry updates, standards or details, Consultant shall utilize the latest Building Codes, Standard Specifications and Plans for Public Works Construction (“Green Book”), and the Los Angeles County Department of Public Works Design Standards. Wherever there is a conflict in design standards, Consultant shall submit a clarification in writing to the City Project Manager (PM) for direction and approval. In most cases, the more stringent design standards shall apply.

The Consultant shall provide to the City deliverables in hardcopy and electronic format as detailed in the City’s Standards for CAD Deliverables. All drawings shall be prepared in AutoCAD.

In addition, the Consultant shall coordinate and work with the following City Divisions and Departments during design: Capital Engineering Division (primary), Community Development Division (Planning Section and Traffic Engineering Section), Real Estate and Economic Development Division (Building and Safety Section), Parks, Arts, Recreation & Community Services (PARCS) Department, Public Safety Department, and Information Technology (IT) Department. Any correspondence between Consultant and City employees, other than the PM, shall be copied same day to the PM as well as in the final deliverables.

## **ADDITIONAL INFORMATION**

The Consultant shall establish and apply internal accounting methods and procedures acceptable to the City and OGALS for documenting and monitoring contract costs. The Consultant shall submit a consolidated monthly invoice in a format acceptable to the City and broken down in a manner consistent with the Task Order. The Consultant shall include with the monthly invoice a progress report that reflects the work completed within the invoice period. Payments to the Consultant are to be in arrears. The Consultant must have actually incurred and paid the costs prior to invoicing the City.

The City shall make progress payments per the completed units detailed in Exhibit 3 submitted by the Consultant. The Consultant shall generate an invoice that details the specific units completed with a cost breakdown with hourly rates for each field function, shall provide sufficient back up to verify expenditures claimed and consistency with fee grids and rate sheet submitted, and a brief progress report describing work completed during the invoicing period, delay details if schedule is slipping, how the Consultant will recover the schedule to meet the contract completion date, and work to be completed in the next invoicing period.

The invoice must include a summary table that details the total contract price, previously paid, current invoice amount, and remaining balance.

Consultant shall not start work prior to receiving Notice to Proceed. The Notice to Proceed shall be issued in writing once the insurance documents are submitted and approved and a Task Order has been executed.

Consultant shall not perform additional work without written authorization from the City of Lancaster PM. Written Authorization shall come in the form of a Revised Task Order.

## **DETAILED SCOPE OF WORK**

### **TASK 1 PROJECT MANAGEMENT**

Perform all project management, scheduling, quality control, and quality assurance tasks necessary to maintain the project schedule, budget, and a high-quality set of deliverables to the City.

The Consultant shall schedule meetings (in person, web, or conference call) with the City and design team to provide feedback during the project; maintain schedule; provide a single PM/PE to coordinate with City Capital Engineering PM, other City Departments/Divisions, each task lead/designer, utilities, etc. to deliver a complete consolidated plan set and specification sections



that are consistent and do not conflict between improvements; and implement QA/QC measures. Consultant must provide quality assurance and control of documents prior to each submittal.

The Consultant shall prepare and distribute the agenda and associated materials in advance of each meeting, and prepare action item minutes following each meeting.

The Consultant shall prepare and review all necessary legal documents, insurance certificates, correspondence, invoices, and associated materials necessary for the successful execution of the contract.

### **1.1 Meetings**

#### **○ KICK-OFF MEETING**

Kick-off meeting shall be held shortly after the issuance of the Notice to Proceed, **in person**, and shall include a walk-through of the building and property. The City PM and stakeholders shall provide information, guidance, and answer questions. This meeting shall serve to establish project requirements and to document input in developing the final design and construction documents. The meeting shall also be used to clarify the lines of communication and other administrative details.

#### **○ PROGRESS MEETINGS**

For the basis of Proposal, the Consultant shall assume monthly progress meetings for each design phase, via Zoom or Teams meeting with City PM to review progress and obtain direction, assume 4 progress meetings. The Consultant shall maintain a list of action items with projected completion dates and shall include progress updates at meetings and with invoice. The Consultant shall send current action item list via email to the City PM no later than three (3) working days following each progress meeting.

#### **○ ADDITIONAL MEETINGS**

The Consultant shall organize additional meetings, as required, to complete the project. Additional meetings include, but are not necessarily limited to, meeting with other agencies such as government agencies and utility companies. Cost for additional meetings shall be included in the lump sum not to exceed contract amount. No separate payment shall be made.

## **1.2 Project Management**

Consultant shall prepare and maintain a detailed critical path project schedule with subtasks for all deliverables submitted to the City prior to the first invoice and submit with *monthly* written project status reports throughout the duration of the project. The *monthly* reports are critical to forecast resource needs and ensure the appropriate staff and support services are available, when needed, to deliver the project on schedule and within budget. Consultant shall notify the PM of any scope, schedule or budget issues that may arise.

The Consultant shall provide all applicable documentation, mapping, plans, forms, and specifications to the City that facilitate successful submittal and approval of OGALS requirements.

## **1.3 Quality Assurance & Quality Control**

Consultant must provide quality assurance and control of survey, design plans, and estimates prior to each submittal. This task is required to verify that no unsafe design changes have been made or proposed, layout has not been critically altered, improvement goals are being met, economy of project is maintained, plans are consistent across improvements, there are no conflicts between trades, and construction integrity of the design is ensured.

## **1.4 Permits**

The Consultant shall be responsible for determining which permits are required to achieve the 30% Conceptual plan package construct the project. Consultant shall prepare for the City's signature any required permits from Local, State or Federal agencies and other entities. The Consultant shall coordinate; obtain government agency and/or utility permits, agreements, and/or approvals. The Consultant shall also prepare for the City's signature permits to enter and any other necessary permits/right of entry from landowners for all research, such as surveying, potholing, geotechnical, and any other design-related work.

## **1.5 Deliverables**

- a. Meeting Minutes and Action Items Lists
- b. Monthly Reports
- c. Record of Coordination Calls
- d. Emails
- e. Correspondence

## **TASK 2      PRE-DESIGN**

### **2.1 Research**

Research shall include all avenues required that may be used in support of the design for conceptual planning purposes and to produce a complete Phase 1 30% Conceptual plan package. Consultant shall inventory existing FFE, IT facilities, etc. to determine what may be salvaged.

Research pertinent record maps and assessor parcel information from LA County GIS linework to compile the boundary lines from a "best fit" combination of these record sources. Research all survey records and obtain tie sheets, field books, monument recovery notes, and/or street improvements plans depicting centerline of ROW survey monumentation from the County.

### **2.2 Utilities**

The Consultant shall identify and positively locate all utilities in accordance with underground utilities to determine the depth for clearance and connection points or conflicts for any underground improvements, such as gas lines, sewer lines, storm drains, water lines, etc. Research all existing utilities (including dry utilities) within the street right-of-way and on the El Dorado Park property – request and obtain atlas maps and record drawings from utility companies by submitting Utility Notification Letter A with vicinity map exhibits that provide each location for this project. Letter A shall be distributed immediately after the Notice to Proceed is issued. Consultant shall field verify the utility locations represented on these maps and obtain all updated maps from all utility companies including any other utilities not provided by City or mentioned.

**The City will not print Utility Notification Letters on City letterhead for the Consultant nor will the City intercede on the Consultant’s behalf to reduce/eliminate costs associated with utility research/coordination. The Consultant shall include all costs for Utility research/coordination in the lump sum not to exceed cost, complete. The City will provide Word document template Utility Notification Letters to be used with Consultant letterhead.**

The Consultant shall identify on-site services and contact utility companies, as well as identify off-site utilities, including, but not limited to, the following:

- AT&T service
- Charter Communications (Spectrum) service

- Conterra Networks service
- Frontier Telecommunications service
- City of Lancaster Storm Water collection and disposal
- City of Lancaster Local Sewer collection and disposal
- LA County Sanitation District service and distribution
- LA County Waterworks Districts service and distribution
- Southern California Edison (Transmission, Distribution, and Telecommunications) service and distribution
- Southern California Gas service and distribution
- Sprint services
- Site Drainage
- Fire Systems
- Site illumination
- Any Central-plant mechanical systems
- Other services and utilities

Consultant shall confirm location, size and adequacy of utilities serving the site, determine requirements for connection to utilities, plan for off-site utility extensions and facilities, and design off-site utility extensions and facilities.

### **2.3 Incidental Research**

The Consultant shall perform minor incidental research that may be necessary for the project and design.

### **2.4 Surveying and Mapping**

The Consultant shall be responsible for data collection, surveying and mapping necessary for conceptual, preliminary and final engineering, design, cost estimates, right-of-way impacts, and environmental clearance. The scope of comprehensive base mapping and surveying includes, but is not limited to, Control Surveys, Limited Design Level Topographic Surveys, Right-of-Way Retracement, and a Record of Survey. The Consultant shall obtain a title report. Cost of title report shall be included in other Tasks; no separate payment shall be made.

Field survey shall include all surveying and mapping tasks required to produce a complete topographic map that may be used in support of civil design of improvements. As a minimum, cost shall include the following below.

- Topographical survey and boundary delineation at 1"=20' scale with one-foot contours

based on Consultant provided title report

- Supplement aerial survey with field survey to provide accurate design and ADA compliance or non-compliance.
- Supplement aerial survey with field-verified boundary survey.
- Field to verify and identify site features dimensionally on topographical survey
- Identify easements, setbacks, and site constraints such as high-tension power lines and setbacks, based on Consultant provided title report.
- Identify the grades and structures of neighboring properties within 100' (minimum) of City's property
- Identify potential flood plain constraints
- Collect existing drawings from City for all affected off-site improvements including streets, drainage, traffic signals, street lighting, etc. Provide drafting services to add additional information to Base Map
- Overlay information onto an aerial photograph to 1"=20' scale.
- Provide a minimum of two (2) survey control points and two (2) temporary benchmarks

All elevations shall be referenced to the closest found City and County benchmark.

Download and compute survey data and prepare an editable AutoCAD drawing file. The mapping will be compiled at a scale of 1"=20' with a 1-foot contour interval. Each surveyed feature will be clearly labeled or noted by symbol as identified in the field.

## **2.5 Potholing**

As part of the design, if required, the Consultant shall identify and pothole all utilities to confirm all vertical and horizontal locations of proposed improvements, including new utilities, foundations or other structural elements that shall be affected.

Costs associated with potholing shall be included in the Consultant's proposal. For proposal purposes, the Consultant shall assume five (5) potholes are proposed and shall provide unit rate in Exhibit 3. More or less potholes may be required as the design progresses. Prior to potholing, the Consultant and City shall agree on final number and locations of potholes and amend contract to adjust total lump sum not to exceed at the unit rate established in Exhibit 3.

The following is an outline of the work:

- a. Coordination with the PM and City of Lancaster staff regarding the scope and schedule of Consultant's work and select location for potholes.

- b. Coordination with the potholing contractor and traffic control personnel prior to the start of work
- c. A no fee permit shall be obtained from the City of Lancaster prior to the start of potholing work.
- d. Coordination and Clearance with Underground Service Alert (USA). In preparation for the potholing, Consultant will notify USA at least 48-hours prior to commencing the field work to locate known underground utilities or services where potholing.
- e. Temporary traffic control shall be provided in accordance with the latest California MUTCD.
- f. Pothole all utilities to confirm all vertical and horizontal locations.
- g. Potholing results shall be documented and presented in a report to include, at a minimum: potholing location map, lateral and horizontal location of pothole relative to adjacent fixed facilities, as well as northing and easting elevation of ground surface at pothole, depth from ground surface to top and bottom of utility, conduit dimensions and material type, type of utility (i.e. gas, fiber, water, etc.), lateral and vertical separation if adjacent utility is less than 3 feet outside conduit to outside conduit and photos of excavation/exposed conduit. See Southern California Gas Company Potholing Policy included at the end of Exhibit 1.

## **2.6 Geotechnical**

It is the Consultant's responsibility to identify the need for geotechnical investigation and testing in support of their design. The geotechnical investigation will include field investigation and exploration work to obtain representative soil samples and pavement cores for use in performing soil testing and report preparation for the geotechnical analysis of the subsurface material relating to all project excavations and subgrade preparation.

Costs associated with geotechnical investigation and testing shall be included in the Consultant's proposal. For proposal purposes, the Consultant shall assume a minimal amount of geotechnical investigations is proposed that will include a total of four (4) cores and two (2) R-values, laboratory testing, foundation design, and pavement design recommendations based on this data and shall provide unit rate in Exhibit 3. Prior to geotechnical investigation, the Consultant and City shall agree on final number and locations of cores and amend contract to adjust total lump sum not to exceed at the unit rate established in Exhibit 3.

The following is an outline of the work:

- a. Coordination with the PM and City of Lancaster staff regarding the scope and schedule of Consultant's work and select location for pavement core and soil borings
- b. Coordination with the coring contractor and traffic control personnel prior to the start of work
- c. A no fee permit shall be obtained from the City of Lancaster prior to the start of geotechnical work.
- d. Coordination and Clearance with Underground Service Alert (USA). In preparation for the field exploration, Consultant will notify USA at least 48-hours prior to commencing the field work to locate known underground utilities or services where drilling geotechnical borings.
- e. Temporary traffic control shall be provided in accordance with the latest California MUTCD.
- f. Completion of cores through the existing asphalt concrete (AC) and/or Portland cement concrete (PCC) pavements.
- g. Observations and documentation of subsurface materials exposed along the alignment at each core location. Subgrade soil samples will be collected at each location for lab testing. Collection of soils may require the use of a hand auger in order to obtain a sufficient amount of soil to perform the testing.
- h. Base material and pavement cores shall be immediately replaced/repared following observation and/or sample collection, to minimize mobilization costs. Hot mix asphalt or Caltrans Set 45 shall be used for pavement repair.
- i. Perform R-value and soil classification testing on soil samples at each location.

Prepare a report providing pavement design recommendations based on test results. Geotechnical results shall be well documented and presented in a report in accordance with the City of Lancaster Engineering Design Guidelines, Policies, and Procedures Manual. Geotechnical report shall include recommendations for new pavement structural sections. Coring logs shall note thickness of existing asphalt concrete pavement and thickness of existing pavement section aggregate base

## **2.7 Deliverables**

- 1) Research and Utilities
  - a) Letter A Utility Notifications sent to Utility agencies and Copies of Utility record maps/plans (not provided by City) from Utility agencies (Word doc and PDF)
  - b) Utility Base Map, Digital and Physical Copies
  - c) Report of existing utility services and availability
  - d) Copies of all incidental research documents (not provided by City)
- 2) Survey and Mapping
  - a) Survey Mapping of Project Area, Digital and Physical Copies
- 3) Potholing Report
- 4) Geotechnical Report

## **TASK 3 CONCEPTUAL AND SCHEMATIC DESIGN**

Based on the Conceptual Site Plan and Pre-Design information, Consultant shall prepare 30% Conceptual plans for Phase 1 and provide Phase 1 Schematic Design. As part of this Task, the Consultant shall prepare opinion of probable cost of construction estimates.

### **3.1 Conceptual Plans (30%)**

The Consultant will produce 30% plans to confirm conceptual layout of Phase 1 including referencing Future Phase 2, scope of improvements, and framework of consolidated plan set. Conceptual Design packages for each phase shall include:

- Site Plan including building footprint, fencing, landscaping, hardscape, furniture, and amenities
- Floor Plans
- 3D massing renderings from all cardinal directions
- Cost Estimates

The Consultant shall present the conceptual plan for each phase and turn over the plans for City stakeholder review. The City will be allowed three weeks to review and provide comments.



### **3.2 Phase 1 Schematic Design (30%)**

During the Phase 1 30% Schematic Design Phase, the Consultant shall participate in design reviews of the Phase 1 30% Schematic Design documents and related schematic cost estimate with the City. Based on approved Conceptual Design documents prepared by the Consultant and City's written authorization to proceed, the Consultant shall provide the following Phase 1 Schematic Design Phase deliverables:

#### **b. Architectural Design**

- Site plans including grade elevations and setbacks
- Floor plans
- Roof plans indicating roofing materials and roof slopes
- Exterior elevations with schematic material represented (as needed)
- Buildings sections (as needed)
- Wall sections (as needed)
- Details as required at appropriate scale(s)
- A minimum of one refined in-house 3D computer massing and elevation theme board
- Schedule and attend meetings as required during the schematic phase of the project
- Assist in developing estimate for the entire project

#### **c. Landscaping Design**

- Site plan including preliminary landscape and irrigation plans
- Details as required at appropriate scale(s)

#### **d. Structural Engineering**

- Basis of Design Report based the Geotechnical and Soil Reports to establish structural design criteria, studies and recommendation of structural systems, wall framing types and materials, and description of any special requirements
- Basic Framing plans (as needed)

#### **e. Mechanical and Plumbing Engineering**

- Basis of Design Report to include demand estimates for domestic and fire water, and natural gas, estimate of loads for sanitary system, recommendation and

description of systems and materials, description of special requirements, and design criteria

- Recommendation on HVAC equipment, plumbing, and fire sprinkler riser locations
- Recommendation on Mechanical room requirements, layouts and locations

**f. Electrical Engineering**

- Basis of Design Report to include recommendations for lighting, power, control, and communication systems and recommendations of special requirements as well as electrical utility demands for both normal and emergency power sources
- Site plan showing recommended conduit routing and locations of transformers pads and vault locations, and connection to infrastructure
- Recommendation for Electrical/Electronic room layouts and locations
- Define equipment and device locations for building intrusion system
- Recommendation on criteria for fire alarm systems

**g. Lighting Design (Exterior)**

- Site plan including preliminary lighting plan
- Details as required at appropriate scale(s)

**h. Signage and Graphics Design – Not Used**

**i. Parking & Onsite Vehicle Circulation Design**

- Site plan to include updates to existing handicap parking stalls and on-site accessibility
- Details as required at appropriate scale(s)

**j. Civil Engineering**

- Civil survey / topographic map
- Utility survey and preliminary utility plan
- Fiber extension plan
- Produce preliminary grading plans showing proposed grades including grades at all vehicular streets (public & private), public walkways, and planting areas where any renovation will occur
- Schematic level deliverables related to on-site improvements.
- Establish floor slab elevations for all buildings

- Advise of subsurface issues to be addressed in the design and construction of below grade foundations, utilities and other substructures (as needed)

**k. Codes and Accessibility Compliance**

- Verify the Project's code requirements
- Cite all applicable codes and standards including local amendments to the state building code; local, state and federal accessibility regulations, health codes and regulations, and all Building, Fire and other code-related regulations
- Identify all special studies, reports and other data related to any applicable environmentally sensitive area that will be required for obtaining permits
- Review proposed building construction types, building height and area limits, separation requirements and egress components to enable the rapid Development of the planning and design
- Water Proofing
- Drawings and other documents to fix and describe materials and systems that may be appropriate for the Roofing and/or Waterproofing of the project

**l. Security / Fire Alarm** – See tasks associated with Electrical and Plumbing

**m. Energy Management**

- Provide schematic-level narrative reflecting building systems energy efficiency, water conservation design strategies, and envelope design
- Provide an estimate of probable energy operating costs relative to the schematic design, and make recommendations for energy management

**n. Interior Design**

- Interior elevations of feature spaces
- Floor plans indicating millwork
- Interior finish schedule/plans
- Reflected ceiling plans indicating materials and type
- Wall types
- Door schedules
- Establish budget for FFE

**o. Cosmetic Improvements** – Not Used

### **3.3 Cost Estimate**

The Consultant shall compile and prepare opinion of probable cost of construction estimates for Phase 1 based on all biddable construction items identified and consistent with the latest City bid forms. The estimated quantities shall be arranged and grouped as agreed with the City PM.

Computations showing estimated quantities and costs for each location of work, as well as the sum totals, shall be submitted to the City. Cost Estimates shall be provided with plan submittals (Conceptual and Schematic).

### **3.4 Deliverables**

See lists provided in Sections 3.1 through 3.3 herein.

### **ADDITIONAL SERVICES NOT INCLUDED**

Services other than those set forth in this exhibit shall constitute extra services. Extra services including, but are not limited to, attendance at meetings other than those included in the Scope of Services, additional plans, topographic survey, etc. shall be considered additional services and will be performed only with written authorization from the City and for additional fees to be negotiated prior to authorization.

EXHIBIT “2”

SCHEDULE

A. Task Order 1 – Schedule

## EXHIBIT 2: SCHEDULE

**In order to preserve grant funding and meet building occupancy schedules, time is of the essence.** Immediately following selection, Consultant will be notified with a Notice of Intent to Award. Task Order will be processed and executed as soon as possible following selection, and shall be in place prior to Notice to Proceed.

In support of the milestones listed below, the Consultant shall provide a Gantt chart schedule by Task to be attached to Exhibit 2.

*With submittal of a Proposal, the Consultant acknowledges understanding and awareness of the proposed schedule. No price adjustments will be permitted for acceleration.*

<b>MILESTONES</b>	<b>DATES*</b>
Schematic Design (30%)	March 30, 2023

\* City review periods shall be a minimum of three (3) weeks and are included in this schedule; no additional time will be awarded for allowable time with City.



EXHIBIT “3”

FEE SCHEDULE

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

A. Task Order 1 – Payment and Fees



**EXHIBIT 3: PAYMENT AND FEES\***

TASK NO.	DESCRIPTION	PRICE
<b>1.</b>	<b>PROJECT MANAGEMENT</b>	<b><u>\$64,619.00</u></b>
1.1	Meetings	
1.2	Project Management	
1.3	Quality Assurance & Quality Control	
1.4	Permits	
1.5	Deliverables	
<b>2.</b>	<b>PRE-DESIGN</b>	<b><u>\$79,699.00</u></b>
2.1	Research	
2.2	Utilities	
2.3	Incidental Research	
2.4	Surveying and Mapping	
2.5	Potholing	
2.6	Geotechnical	
2.7	Deliverables	
<b>3.</b>	<b>CONCEPTUAL AND SCHEMATIC DESIGN</b>	<b><u>\$193,422.00</u></b>
3.1	Conceptual Plans (30%)	
3.2	Phase 1 Schematic Design (30%)	
3.3	Cost Estimate	
3.4	Deliverables	
<b>TOTAL COST*</b>		<b><u>\$337,740.00</u></b>
NOT TO EXCEED		

TOTAL COST AMOUNT WRITTEN IN WORDS

Three hundred and thirty-seven, seven hundred and forty thousand dollars

\* In support of Exhibit 3, Consultant shall provide two fee grids (in table format), with an itemized breakdown by:  
 a. Hours\*\* and Personnel

**EXHIBIT 3: PAYMENT AND FEES\***

TASK NO.	DESCRIPTION	PRICE
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b. Rate and Personnel

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



 **IDS GROUP**  
**IDS GROUP, INC.**  
Rate Sheet

Title - Association	Hourly Rate
Principal	\$216
Associate Principal	\$202
Senior Project Manager   Associate	\$191
Project Manager	\$166
Senior Architect   Engineer	\$166
Senior Cost Estimator	\$153
Project Architect   Engineer	\$166
Designer Architect   Engineer	\$139
Engineering Designer - BIM	\$116
Two Man Survey Crew	\$290
Architectural Job Captain   Designer	\$116
CAD Drafting Engineer   Architect	\$104
Office Administration	\$64

Expenses such as, but not limited to plan check fees, permits inspections, testing services, title company fees, special delivery charges, plotting/presentation boards, maps, aerial photographs, and reprographics / illustrations that may be required for community or other stakeholder presentations, shall be billed to the owner at Consultant's direct cost plus 5%.

**Nuvis**  
Landscape Architecture  
Rate Sheet

Title - Association	Hourly Rate
Principal I	\$210
Principal II	\$180
Land Architect	\$165
Land CAD	\$130

**Spohn Ranch**  
Skatepark Design  
Rate Sheet

Title - Association	Hourly Rate
Principal	\$150
Project Manager	\$125
Designer	\$125
Drafter	\$85
Rendering Artist	\$75
Cost Estimator	\$75

**STAFF REPORT**  
**City of Lancaster**

CC 7
1/10/2023
JC

Date: January 10, 2023

To: Mayor Parris and City Council Members

From: Andrea Alexander, City Clerk

Subject: Approve Amendment of Professional Services Agreement between the City of Lancaster and Ronald Chatters, III, Consultant

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**Recommendation:**

1. Approve an amendment of Professional Services Agreement between the City of Lancaster and Ronald Chatters, III to increase contract amount by \$72,997.22 to complete implementation of the Administrative Citation Program.
2. Find that the California Environmental Quality Act does not apply to this item.

**Fiscal Impact:**

\$72,997.22 bringing the total contract amount to \$192,997.22.

**Background:**

In August, staff began working to develop the implementation of the Administrative Citation program. Ronald Chatters, III was selected as a consultant to assist with creating policies and procedures for the Administrative Citation program.

The City of Lancaster entered into an agreement specifically for the implementation of the Administrative Citation program on August 15, 2022. The agreement was signed by Mr. Chatters on August 24, 2022 and signed by the City Manager on September 11, 2022. However, commencement of the work related to the agreement began on August 22, 2022.

Currently, the budgeted amount will not allow the consultant to assist with completion of implementation. It is necessary to increase the requested amount so that we may cover invoices for the months of January and February. Thus, allowing staff to complete implementation through the agreed upon contract term. Staff is requesting Council to approve an increase in the contract amount by \$72, 997.22 to cover remaining invoices.

**Attachment(s):**

Amendment to Agreement

Original Executed Agreement for Professional Services  
Memo-Sole Source, Ronald Chatters, III

AMENDMENT NO. 1 TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT BY  
AND BETWEEN THE CITY OF LANCASTER AND RONALLD CHATTERS, III

This Amendment (“Amendment No. 1”) is hereby entered into effective January 10, 2022 by and between the City of Lancaster, a Municipal Corporation, in the State of California, and Ronald Chatters, III (CONTRACTOR) with respect to Exhibit “A” of the Agreement for Professional Services between the parties dated August 15, 2022 (“Agreement”).

The Parties agree as follows:

1. Section 5A of the agreement is hereby replaced as follows:

The total compensation to be paid by the City of Lancaster to Consultant for all work and services described in the Scope of Services and Rates Schedule is not to exceed \$192,997.22 or 1,913 hours for the original base contract. Any work performed above 1,913 hours shall be billed at the hourly rate of \$100.84 as necessary to complete the Services as described in the Scope of Services and Rates. Consultant shall inform client if and when the hours worked reach 1,813 hours so that Client can prioritize the remaining services requested. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed as set forth in Exhibit A.

2. All other terms and provisions of the Agreement are hereby reaffirmed.

IN WITNESS WHEREOF, the parties have executed the Amendment of the date set forth below:

CITY OF LANCASTER

CONSULTANT/CONTRACTOR

---

Jason Caudle, City Manager

---

Ronald Chatters, III

ATTEST:

---

Andrea Alexander, City Clerk



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City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 15<sup>th</sup> day of August, 2022, by and between the CITY OF LANCASTER, a municipal corporation and charter city, (“City”), and Ronald Chatters III, a sole proprietorship, (“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:

**City Manager’s Office & City Clerk’s Office (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:          Ronald Chatters III

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                  Ronald Chatters III  
    37007 Barons Court  
    Palmdale, California 93552

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 \$12,100.80 for all work equivalent to 30 hours a week. Any work above 30 hours will be billed at the hourly rate of \$100.84 as necessary to complete the Services per month, 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 six (6) 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 and reimbursed by the City, 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 &amp; Employers' Liability policies)</i>	

**Professional Liability/Malpractice**

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

***Provide one of the following for cyber-related services*****Technology Professional Liability**

(Errors and Omissions)

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

*(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.)*

***Or*****Cyber Liability Insurance**

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

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:

**“Legal Consultant City Manager’s Office & City Clerk’s Office”**

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. **Commencement and Completion of Work**. The Services to be provided by Consultant pursuant to this Agreement shall commence within 2 days after execution of this Agreement, and shall be completed no later than 180 days following commencement; provided however, that the Parties may agree to extend the time for completion upon mutual written agreement.

15. **Ownership of Documents**. 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.

16. **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.

**17. 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.

**18. Resolution of Disputes.**

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

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

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

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

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

19. **Exhibits.**

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

Exhibit "A"          Scope of Services and Rates Schedule

20. **Governing Law.**

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

21. **Effective Date.**

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

DocuSigned by:  
By Jason Caudle  
Jason Caudle, City Manager

Dated: September 11, 2022 | 11:02:10 AM PDT

Ronald Chatters, III  
DocuSigned by:  
By Ronald Chatters III  
54D4D2FA6FC64BF...

Dated: August 24, 2022 | 9:02:26 AM PDT

ATTEST:

DocuSigned by:  
Andrea Alexander  
City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
Allison Burns  
City Attorney

CONTRACT SUBMISSION APPROVAL:

DocuSigned by:  
Andrea Alexander  
Department Head

## EXHIBIT A

### SCOPE OF SERVICES AND RATES SCHEDULE

1. Provide on-going advice, guidance and representation to the City working through the City Manager and City Clerk regarding the Administrative Citation Program.
2. Provide counsel to the City Manager and City Clerk's Department in an effort to reduce the potential for litigation regarding the Administrative Citation Program.
3. Provide management consulting services to the City Manager's Office and City Clerk Department.
4. Assist in reviewing and analyzing potential legal issues in administering the Administrative Citation Program.
5. Collaborate with City Clerk to explore best practices regarding the development and implementation of the Administrative Citation Program by:
  - Conducting research including literature reviews and primary research, and identifying and engaging internal and external experts to address knowledge gaps, synthesizing findings, and making recommendations.
  - Supporting the development and execution of planning tools and frameworks, such as theory of change diagrams, logic models, impact maps, problem statements, and potential solutions, including technical assistance, policy development, and advocacy.
  - Facilitating project team discussion and problem-solving.
  - Asking strategic questions to validate underlying assumptions in project design and providing impartial guidance to strengthen the team's approach.
  - Participating in a rigorous vetting process to determine the technical and political viability of project design solutions and provide strategic recommendations on the potential role for the organization.
6. Assist with the development and implementation of the Administrative Citation Program by:
  - Developing policies and procedures governing the operations of the program;
  - Developing strategies to assess the functionality of the program;
  - Developing audit mechanisms and procedures to ensure the integrity of the program, including but not limited to potential disparate impacts on residents and neighborhoods; and,
  - Developing and identifying training courses, including those that include diversity and bias components, for all City staff responsible for issuing citations via the program.

**Total Fee Proposed: \$12,100.80 monthly or \$100.84 per hour plus mileage reimbursement for on-site services**



Creating a better tomorrow. **Together.**

**To:** Purchasing Division  
**From:** Andrea Alexander, City Clerk  
**CC:** George Harris, Finance and IT Director  
Ron Hayes, Assistant Finance Manager  
**Date:** January 3, 2023  
**Subject:** **Sole Source Justification – Ronald Chatters, III Consultant**

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**INTERNAL MEMO**

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As part of the City’s objective, Ronald Chatters, III, Consultant, upon Council approval, will continue to advise the City on the creation of policies and procedures for the Administrative Citation program pursuant to a contract awarded in August 2022 for the duration of six (6) months.

Ronald Chatters, III, Consultant has already established a working relationship with the City for the past eleven (11) months creating essential resources and insight for both the Public Safety Department and now the City Clerk’s department regarding the Administrative Citation program.

Ronald Chatters is the only consultant with previous experience with specific City of Lancaster administrative citation development. Ronald has been developing and researching effective ways to enhance the Administrative Citation program so that it is effective and compliant with current City and State laws. With Ronald Chatters’ extensive knowledge of current procedures and processes for the Administrative Citation program, bringing on another consultant would contradict any cost savings. Therefore, the City has no cost benefit to obtaining additional quotes from other consultants for this project.

**STAFF REPORT**  
**City of Lancaster**

CC 8
1/10/2023
JC

Date: January 10, 2023

To: Mayor Parris and City Council Members

From: Andrea Alexander, City Clerk

Subject: Zone Change No. 21-04 Located at the Northeast Corner of 55th Street West and Avenue K (APNs: 3203-016-035, -036, -037)

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**Recommendation:**

1. Adopt **Ordinance No. 1096**, amending the City Zoning Plan for approximately 38.9 gross acres of land located at the northeast corner of 55<sup>th</sup> Street West and Avenue K (APNs: 3203-016-035, -036, -037) from Single-Family Residential, minimum lot size 10,000 square feet (R-10,000), and Single-Family Residential, minimum lot size 15,000 square feet (R-15,000) to Single-Family Residential, minimum lot size 7,000 square feet (R-7,000), known as Zone Change No. 21-04.
2. Find that the City has complied with the California Environmental Quality. An initial study (SCH #2022090101) was prepared for the proposed project and circulated for a 30-day public review period in accordance with the California Environmental Quality Act (CEQA). The public review period started on September 9, 2022 and ended on October 11, 2022. The Notice of Determination was filed on November 1, 2022.

**Fiscal Impact:**

None.

**Background:**

The City received an application for a Zone Change (ZC) and a Tentative Tract Map (TTM) for a proposed single-family residential subdivision located on the northeast corner of 55<sup>th</sup> Street West and Avenue K. Staff reviewed the proposed project and prepared a staff report (Attachment A), recommending approval to the Planning Commission for the TTM and ZC. The Planning Commission held a public hearing on October 17, 2022, and voted (by a 6-0-0-0-1 vote) to recommend approval to the City Council for ZC No. 21-04, and the approval of TTM No. 61920 for 162 single-family lots.

Staff reviewed the land use designations and zones, and determined that the proposed R-7,000 zone for the project site would be compatible and consistent with the surrounding area. The proposed project would not significantly change the type or intensity of use of the site. The subject site would accommodate uses that are compatible with the neighboring land use and zoning. The project site is surrounded by mostly vacant land and single-family homes. The existing and proposed zones fall under the Urban Residential category. These zones are intended to provide for single-family dwellings in an urban environment with full urban services. Only those additional uses that are complementary to and exist in harmony with an urban residential neighborhood are allowed.

The project was also reviewed for compliance with the California Environmental Quality Act (CEQA), and the Planning Commission adopted a Mitigated Negative Declaration during their meeting on October 17, 2022.

The proposed project would bring new single-family housing to an undeveloped area. The development would be governed by a homeowners' association (HOA), which would manage the common open space areas, and ensure quality standards are enforced. In addition, the project would be compatible with the single-family homes and other residential uses that surround the proposed subject site. Therefore, staff is recommending approval to change the zoning designation from R-10,000 and R-15,000 to R-7,000.

At the Lancaster City Council meeting held on December 13, 2022, the City Council approved the introduction of **Ordinance No. 1096**, amending the City Zoning Plan for approximately 38.9 gross acres of land located at the northeast corner of 55<sup>th</sup> Street West and Avenue K (APNs: 3203-016-035, -036, -037) from Single-Family Residential, minimum lot size 10,000 square feet (R-10,000), and Single-Family Residential, minimum lot size 15,000 square feet (R-15,000) to Single-Family Residential, minimum lot size 7,000 square feet (R-7,000), known as Zone Change No. 21-04, by the following vote 5-0-0-0; Ayes: Dorris, Malhi, Mann, Vice Mayor Crist, Mayor Parris; Noes: None; Abstain: None; Absent: None.

**Attachment:**

Ordinance No. 1096

Attachment A-PC Staff Report dated October 17, 2022

ORDINANCE NO. 1096

AN ORDINANCE OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING THE CITY ZONING PLAN FOR APPROXIMATELY 38.9 GROSS ACRES OF LAND LOCATED AT THE NORTHEAST CORNER OF 55<sup>TH</sup> STREET WEST AND AVENUE K (ASSESSOR PARCEL NUMBERS: 3203-016-035, -036, -037) FROM SINGLE-FAMILY RESIDENTIAL, MINIMUM LOT SIZE 10,000 SQUARE FEET (R-10,000) AND SINGLE-FAMILY RESIDENTIAL, MINIMUM LOT SIZE 15,000 SQUARE FEET (R-15,000) TO SINGLE-FAMILY RESIDENTIAL, MINIMUM LOT SIZE 7,000 SQUARE FEET (R-7,000), KNOWN AS ZONE CHANGE NO. 21-04

WHEREAS, pursuant to Section 17.24.060 of the Lancaster Municipal Code, an application has been filed by United Civil, Inc (“Applicant”) to change the zoning designation on 38.9 acres of land that is located at the northeast corner of 55th Street West and Avenue K from R-10,000 and R-15,000 to R-7,000; and

WHEREAS, a notice of intention to consider a zone change of the subject property was given, as required by Section 17.24.110 of the Lancaster Municipal Code and Sections 65854 and 65905 of the Government Code; and

WHEREAS, on October 17, 2022, the City’s Planning Commission held a public hearing on Zone Change No. 21-04, notice of which was published and provided as required by law, and adopted Resolution No. 22-30 (the “Planning Commission Recommendation”) recommending the City Council Zone Change No. 21-04; and

WHEREAS, staff has performed the necessary investigations, prepared a written report, and recommended that the zone change request be approved; and

WHEREAS, the City Council desires to approve the Applicant’s request as set forth herein.

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

Section 1. The foregoing Recitals are true, correct and a substantive part of this Ordinance.

Section 2. The City Council hereby makes the following findings:

- a. That modified conditions warrant a revision in the zoning plan as it pertains to the area or district under consideration; and
- b. That a need for the proposed zone classification exists within such area or district; and

- c. That the particular property under consideration is a proper location for said zone classification within such area or district; and
- d. That placement of the proposed zone at such location will be in the interest of public health, safety and general welfare and in conformity with good zoning practice

Section 3. The subject properties are reclassified from R-10,000 and R-15,000 to R-7,000.

Section 4. Any ordinance previously adopted by the City Council shall be and hereby is repealed if and to the extent inconsistent with this Ordinance; provided, however, that each such ordinance shall otherwise remain in full force and effect.

Section 5. 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 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 6. 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, City Clerk 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 \_\_\_\_\_, \_\_\_\_\_, and placed upon its second reading and adoption at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

\_\_\_\_\_  
ANDREA ALEXANDER  
City Clerk  
City of Lancaster

\_\_\_\_\_  
R. REX PARRIS  
Mayor  
City of Lancaster

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

CERTIFICATION OF ORDINANCE  
CITY COUNCIL

I, \_\_\_\_\_, \_\_\_\_\_ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Ordinance No. 1096, 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)

\_\_\_\_\_





AGENDA ITEM: 2.

DATE: 10-17-22

**STAFF REPORT**

**TENTATIVE TRACT MAP NO. 61920  
ZONE CHANGE NO. 21-04**

**PC ACTION:**

APPROVED (6-0-0-0-1)

ABSENT: Moore

DATE: October 17, 2022

TO: Lancaster Planning Commission

FROM: Monique Garibay, Planner **MG**  
Community Development Division, Development Services Department

APPLICANT: United Civil, Inc

LOCATION: 38.9± gross acres at the northeast corner of 55<sup>th</sup> Street West and Avenue K (APNs: 3203-016-035, -036, -037)

REQUEST: Tentative Tract Map to subdivide 38.9± gross acres into 162 single-family residential lots in the R-10,000 and R-15,000 zones; Zone change from R-10,000 and R-15,000 to R-7,000

RECOMMENDATION: Adopt Resolution No. 22-30 approving Tentative Tract Map (TTM) No. 61920 to allow for the subdivision of 38.9 gross acres into 162 single-family lots located at the northeast corner of 55<sup>th</sup> Street West and Avenue K (Assessor Parcel Numbers: 3203-016-035, -036, -037), adopting a Mitigated Negative Declaration, and recommending approval to City Council for Zone Change (ZC) No. 21-04 for a change of zone from R-10,000 and R-15,000 to R-7,000.

**BACKGROUND**

On July 18, 2005, the Planning Commission approved Tentative Tract Map for the subdivision of 108 single-family residential lots. On August 20, 2007, the Planning Commission approved a one-year extension which carried the expiration of this map to July 18, 2007. Since 2008, the State of California granted four automatic extensions, which carried the expiration of the map to July 18, 2016. The Planning Commission granted the final extension in 2016 and the map ultimately expired. In October 2021, the applicant refiled TTM 61920 for the subdivision of 162 single-family residential lots and ZC No. 21-04 for a change in zoning from R-10,000 and R-15,000 to R-7,000.

**GENERAL INFORMATION**

Table 1 summarizes the general information concerning this project.

**Table 1: General Information**

<b>ITEM</b>	<b>DESCRIPTION</b>
<b>APNS</b>	3203-016-035, -036, -037
<b>LOCATION</b>	38.9± gross acres located at the northeast corner of 55 <sup>th</sup> Street West and Avenue K
<b>ZONING AND LAND USE</b>	R-10,000 (single-family residential, minimum lot size 10,000 square feet) and R-15,000 (single-family residential, minimum lot size 15,000 square feet)
<b>SURROUNDING LAND USES AND ZONING</b>	North: Vacant, R-10,000 South: Vacant, R-10,000 (R-7,000 proposed), R-15,000 East: Vacant, R-10,000, R-15,000 West: Vacant, R-7,000
<b>CURRENT DEVELOPMENT</b>	Vacant Land
<b>ENVIRONMENTAL REVIEW</b>	An initial study (SCH #2022090101) was prepared for the proposed project and circulated for a 30-day public review period in accordance with the California Environmental Quality Act (CEQA). The public review period started on September 9, 2022 and ended on October 11, 2022.  Effective January 1, 1991, applicants whose projects have the potential to result in the loss of fish, wildlife, or habitat through urbanization and/or land use conversion are required to pay filing fees as set forth under Section 711.4 of the Fish and Game Code. Pursuant to Section 21089(b) of the Public Resources Code, the approval of a project is not valid, and no development right is vested, until such fees are paid.

**PROJECT DESCRIPTION:**

The proposed project consists of a subdivision of approximately 38.9± gross acres into 162 single-family residential lots. The lots range from 7,011 square feet to 9,936 square feet. Access to the

subdivision would be provided from 52<sup>nd</sup> and 55<sup>th</sup> Street West and all of the streets within the development would be private. A change in zoning from R-10,000 and R-15,000 to R-7,000 has also been requested as part of the application. Parcel numbers 3203-016-035 and -036 are split zoned and currently have the designations of both R-10,000 (northern half) and R-15,000 (southern half). Split zoned parcels are more difficult to develop since each zone has to follow specific development standards. The proposed zone change would homogenize the entire project site so that the residential development follows the same standards of the R-7,000 zone.

### **ANALYSIS:**

#### **General Plan Consistency**

The proposed project would be consistent with the following goals, objectives, policies, and specific actions:

- Specific Action 3.2.1(a):** Through the landscape plan check process, require the provision of drought-tolerant landscaping and water-saving irrigation systems for new residential, commercial, and industrial developments in accordance with City landscape ordinances.
- Policy 3.3.1:** Minimize the amount of vehicular miles traveled.
- Policy 3.5.1:** Minimize erosion problems resulting from development activities.
- Objective 3.6:** Encourage efficient use of energy resources through the promotion of efficient land use patterns, the incorporation of energy conservation practices into new and existing development, and appropriate use of alternative energy.
- Policy 3.6.2:** Encourage innovative building, site design and orientation techniques which minimize energy use.
- Policy 3.6.3:** Encourage the incorporation of energy conservation measures in existing and new structures.
- Policy 15.1.2:** Cooperate with local water agencies to provide an adequate water supply system to meet the standards for domestic and emergency needs.
- Policy 15.1.5:** Ensure sufficient infrastructure is built and maintained to handle and treat wastewater discharge.
- Policy 16.3.1:** Promote development patterns which will minimize the costs of infrastructure development, public facilities development and municipal service cost delivery.

- Policy 18.1.4:** Encourage the long-term maintenance of new residential development.
- Policy 18.2.2:** Encourage appropriate development to locate so that municipal services can be efficiently provided.
- Objective 19.2:** Integrate new development with established land use patterns through quality infill to enhance overall community form and create a vibrant sense of place.

There are no goals, objectives, policies, or specific actions of the General Plan that would conflict with the proposed project. The proposed project would subdivide approximately 38.9 gross acres into 162 single-family residential lots. The subdivision would develop three parcels off of 55<sup>th</sup> Street West and Avenue K, most of which is vacant land.

### **Housing Element Consistency**

- Goal 6:** To promote sufficient housing to meet the diverse housing needs of all economic segments of the present and future City of Lancaster.

The proposed project supports the goals and objectives of the City of Lancaster's Housing Element. Specifically, the Housing Element identifies objectives and policies to provide a variety of housing types to residents of the City and Antelope Valley as a whole. The proposed project would provide single family residences on lots ranging from 7,000 square feet to 13,101 square feet in area. This provides an additional housing choice for individuals.

### **Compliance with the Lancaster Municipal Code**

The proposed project complies with the development standards for residential uses in the R-7,000 zone (proposed) as identified in Sections 17.08.060 and 17.08.070 of the Lancaster Municipal Code (LMC).

### **Compliance with the City of Lancaster Design Guidelines**

The proposed project complies with the intent of Design Guidelines with respect to site design and layout for residential developments. Pedestrian connectivity is provided within the project site and along the project frontage. The elevations and floor plans for the proposed residential lots would be reviewed and approved prior to issuance of construction permits for compliance with the design guidelines. This would ensure quality design with 360-degree architecture which enhances the community's image and quality of life.

### **Zone Change**

The proposed project is for the subdivision of 162 single-family residential lots in the R-10,000 and R-15,000 zones with a proposal to change to the R-7,000 zone and is subject to development

regulations under LMC Section 17.08.060.B (Table 3). Tables 2 and 3 identify the development standards for the current zones of the subject property.

**Table 2: R-10,000 Development Standards**

<b>Site Specification</b>	<b>Standard</b>
Minimum Lot Size	10,000 square feet
Minimum Width	70 feet
Minimum Corner Lot Width	85 feet
Minimum Depth	100 feet

**Table 2: R-15,000 Development Standards**

<b>Site Specification</b>	<b>Standard</b>
Minimum Lot Size	10,000 square feet
Minimum Width	70 feet
Minimum Corner Lot Width	85 feet
Minimum Depth	100 feet

The subject site is surrounded by single-family residential lots and vacant property. The General Plan designation would remain Urban Residential, but if approved, would need to conform with the R-7,000 standards shown below:

**Table 4: R-7,000 Development Standards**

<b>Site Specification</b>	<b>Standard</b>
Minimum Lot Size	7,000 square feet
Minimum Width	60 feet
Minimum Corner Lot Width	75 feet
Minimum Depth	100 feet

With approval of the zone change, the proposed project would be compatible with the existing, adjacent land uses within the vicinity.

**TENTATIVE MAP FINDINGS:**

In order to grant a TTM, Section 16.08.110 of the Lancaster Municipal Code states that the Planning Commission must make all of the following findings:

- A. The proposed subdivision is consistent with the general plan, any applicable specific plan, and is compatible with the general plan land uses, goals, objectives, policies, and specific actions specified in such plan**

The proposed project is a residential subdivision consistent with the general plan land use designation of Urban Residential (UR) and with the policies, goals, objectives, and specific actions identified above. The proposed project is not located within the boundaries of a Specific Plan.

- B. The design and improvement of the proposed subdivision is consistent with the general plan, any applicable specific plan, Title 17, and this title.**

The proposed design and improvements of the proposed project are consistent with the General Plan land use designation of UR and the development standards identified in Sections 17.08.060 and 17.08.070 of the LMC. The proposed project is not located within the boundaries of a Specific Plan.

- C. The site is physically suitable for the type and density of the development proposed.**

The project site is physically suitable for the type and proposed density of development because adequate roadway capacity and infrastructure exist or can be provided to support the development.

- D. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.**

The design of the subdivision and the proposed improvements would not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. All environmental impacts to biological resources associated with the proposed project would be less than significant with the incorporation of the identified mitigation measures and conditions of approval. Additionally, the developer would be required to pay the City's biological impact fee, which is utilized to help conserve the biological resources found throughout the Antelope Valley.

- E. The design of the subdivision or the type of improvements will not cause serious public health problems.**

The design and improvement of the subdivision are not likely to cause serious public health problems as adequate sewer, and water systems will be provided to the proposed project. Additionally, all residences within the subdivision are required to have trash collection services in accordance with the City of Lancaster's Waste Management franchise agreement.

- F. The design or the types of improvements of the subdivision will not conflict with easements acquired by the public at large, for access through, or use of, property within the subdivision. The city may approve the map if alternate easements will be provided in accordance with Section 66474(g) of the Subdivision Map Act.**

There are no known public easements or access across the subject property; therefore, the design of the subdivision will not conflict with public access. Any utility can be accommodated within the design of the proposed project.

- G. The city's action will not have an adverse effect on the housing needs of the region and the city has balanced these needs against the public service needs of its residents and available fiscal and environmental resources, in accordance with Section 66412.3 of the Subdivision Map Act.**

The proposed subdivision would have a beneficial effect on the housing needs of the region because an additional 162 dwelling units could be provided. The proposed project would not adversely affect the economic health of the City as the infrastructure to support the proposed project, such as roadways and utility lines, currently exist in the vicinity of the project site and the maintenance of this infrastructure is already occurring.

- H. The design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities.**

The proposed project is not expected to have any significant impact on any future passive or natural heating or cooling opportunities. The proposed project has been designed to take advantage of heating and cooling opportunities to the extent feasible. Additionally, the proposed project is required to comply with Title 24, which includes requirements for solar energy.

### **ZONE CHANGE FINDINGS:**

In order to grant a change of zone, Section 17.24.120 of the Lancaster Municipal Code states that the Planning Commission must make all of the following findings:

- A. That modified conditions warrant a revision in the zoning plan as it pertains to the area or district under consideration; and**

Modified conditions warrant a revision in the zoning plan, as the proposed ZC is compatible with the existing land uses within the surrounding properties. Northwest of the proposed subject site are single-family homes and vacant lots which are zoned for single-family residential uses, consistent with the proposed zone change.

- B. That a need for the proposed zone classification exists within such area or district; and**

A need for the proposed zoning classification exists within the area to allow a greater variety of land uses on the subject site to serve the area. The proposed R-7,000 zone would allow for smaller lots and more residential units, which would be compatible with those lots and uses in the area.

**C. That the particular property under consideration is a proper location for said zone classification within such area or district; and**

The particular properties under consideration are a proper location for the R-7,000 zoning classification because it is compatible to the surrounding area. Single-family homes and land uses surround the subject sites. The zone change would be well-suited because it is on a major arterial across from single-family zoned properties.

**D. That placement of the proposed zone at such location will be in the interest of public health, safety and general welfare and in conformity with good zoning practice.**

Placement of the proposed zone at the location will be in the interest of public health, safety, and general welfare and in conformity with good zoning practice because it would be harmonious with the surrounding properties.

**LEGAL NOTICE**

A notice of Public Hearing was mailed to all property owners and occupants within a 500-foot radius of the project, posted in three places, posted on the subject property, and noticed in the Antelope Valley Press on October 7, 2022.

**RECOMMENDATION**

Adopt Resolution No. 22-30 approving Tentative Tract Map (TTM) No. 61920 to allow for the subdivision of 38.9 gross acres into 162 single-family at the northeast corner of 55<sup>th</sup> Street West and Avenue K (Assessor Parcel Numbers: 3203-016-035, -036, -037), adopting a Mitigated Negative Declaration, and recommending approval to City Council for Zone Change (ZC) No. 21-04 to change the zoning from R-10,000 and R-15,000 to R-7,000.

**Attachment:**

- A. Resolution No. 22-30
- B. Aerial



**RESOLUTION NO. 22-30**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LANCASTER, CALIFORNIA, APPROVING TENTATIVE TRACT MAP (TTM) NO. 61920 TO ALLOW FOR THE SUBDIVISION OF 38.9 GROSS ACRES INTO 162 SINGLE-FAMILY LOTS LOCATED AT THE NORTHEAST CORNER OF 55<sup>TH</sup> STREET WEST AND AVENUE K (ASSESSOR PARCEL NUMBERS: 3203-016-035, -036, -037), ADOPTING A MITIGATED NEGATIVE DECLARATION, AND RECOMMENDING APPROVAL TO CITY COUNCIL FOR ZONE CHANGE (ZC) NO. 21-04 FOR A CHANGE OF ZONE FROM R-10,000 AND R-15,000 TO R-7,000.

WHEREAS, a Tentative Tract Map has been requested by United Civil, Inc (“Applicant”) to allow for the subdivision of 162 single-family residential lots on 38.9 gross acres located at the northeast corner of 55th Street West and Avenue K (APNs: 3203-016-035, -036, -037) in the R-10,000 (single-family residential, minimum lot size 10,000 square feet) and R-15,000 (single-family residential, minimum lot size 15,000 square feet) zones; and

WHEREAS, a Zone Change has been requested by United Civil, Inc., for a change in zoning from R-10,000 and R-15,000 to R-7,000; and

WHEREAS, an application for the above-described Tentative Tract Map has been filed pursuant to Chapter 16.08, and of the Lancaster Municipal Code (“LMC”); and

WHEREAS, an application for the above-described Zone Change has been filed pursuant to Chapter 17.24 of the Lancaster Municipal Code (“LMC”); and

WHEREAS, staff has performed the necessary investigations to ensure the proposed division of land would be consistent with the purpose of the City’s Subdivision Ordinance, the State Subdivision Map Act, and regulations of the LMC, prepared a written report, and recommended approval of this Tentative Tract Map, subject to conditions; and

WHEREAS, a notice of intention to consider granting of a Zone Change has been given as required by Chapter 17.24 of the LMC, and Section 65905 of the Government Code of the State of California; and

WHEREAS, public notice was published and given as required by law, and a public hearing was held on October 17, 2022; and

WHEREAS, the Planning Commission, after considering all evidence presented, desires to approve Applicant’s requested Tentative Tract Map; and

WHEREAS, the Planning Commission, after considering all evidence presented, desires to recommend approval to City Council for the Applicant’s requested Zone Change

PC Resolution No. 22-30  
Tentative Tract Map No. 61920/ Zone Change No. 21-04  
October 17, 2022  
Page 2

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF LANCASTER, DOES HEREBY RESOLVE, DETERMINE AND ORDER, AS FOLLOWS:

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

Section 2. That the Planning Commission hereby adopts the following finding pursuant to Section 16.08.110 of the LMC:

- a. The proposed subdivision is consistent with the general plan, any applicable specific plan, and is compatible with the general plan land uses, goals, objectives, policies and specific actions specified in such plan.
- b. The design and improvement of the proposed subdivision is consistent with the general plan, any applicable specific plan, Title 17, and this title.
- c. The site is physically suitable for the type and density of the development proposed.
- d. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
- e. The design of the subdivision or the type of improvements will not cause serious public health problems.
- f. The design or the types of improvements of the subdivision will not conflict with easements acquired by the public at large, for access through, or use of, property within the subdivision. The City may approve the map if alternate easements will be provided in accordance with Section 66474(g) of the Subdivision Map Act.
- g. The City's action will not have an adverse effect on the housing needs of the region and the City has balanced these needs against the public service needs of its residents and available fiscal and environmental resources, in accordance with Section 66412.3 of the Subdivision Map Act.
- h. The design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities.

Section 3. That the Planning Commission hereby adopts the following Zone Change findings, pursuant to Section 17.24.120 of the LMC:

- a. That modified conditions warrant a revision in the zoning plan as it pertains to the area or district under consideration; and

PC Resolution No. 22-30  
Tentative Tract Map No. 61920/ Zone Change No. 21-04  
October 17, 2022  
Page 3

- b. That a need for the proposed zone classification exists within such area or district; and
- c. That the particular property under consideration is a proper location for said zone classification within such area or district; and
- d. That placement of the proposed zone at such location will be in the interest of public health, safety and general welfare and in conformity with good zoning practice.

Section 4. This Commission hereby finds the foregoing recitals are true, correct and a substantive part of this resolution.

Section 5. That the Planning Commission hereby certifies that it has reviewed and considered the information in the Mitigated Negative Declaration prepared for the proposed project in compliance with the California Environmental Quality (“CEQA”) (including its implementing regulations) prior to taking action. The Planning Commission hereby finds that the Initial Study determined that the proposed project could have a significant effect on the environment; however, there will not be a significant effect in this case with the implementation of the mitigation measures as detailed in the Mitigated Negative Declaration. The Planning Commission hereby finds, pursuant to Section 21082.1 of the Public Resources Code, that the Mitigated Negative Declaration prepared for the proposed project reflects the independent judgment of the City of Lancaster.

Section 6. That Community Development Division staff is hereby authorized and directed to prepare, execute, and file a Notice of Determination pursuant to CEQA (including its implementing guidelines).

Section 7. That the Planning Commission hereby adopts the Mitigation Monitoring and Reporting Program included in the Mitigated Negative Declaration.

Section 8. That the Planning Commission hereby approves Tentative Tract Map No. 61920 and recommends approval to City Council for Zone Change No. 21-04, subject to the conditions attached hereto and incorporated herein.

PASSED, APPROVED and ADOPTED this 17<sup>th</sup> day of October 2022, by the following vote:

AYES: Vose, Harvey, Birden, Derryberry, Tufts, and Underwood.

NOES:

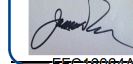
ABSTAIN:

RECUSED:

PC Resolution No. 22-30  
Tentative Tract Map No. 61920/ Zone Change No. 21-04  
October 17, 2022  
Page 4

ABSENT: Moore.

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JAMES D. VOSE, Chairman  
Lancaster Planning Commission

ATTEST:

DocuSigned by:



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LARISSA DE LA CRUZ, Senior Manager – Community Development  
City of Lancaster

**Attachments:**

- A. Conditions List
- B. Mitigation Monitoring and Reporting Program

**ATTACHMENT TO PC RESOLUTION NO. 22-30**  
**TENTATIVE TRACT MAP NO. 61920**  
**ZONE CHANGE NO. 21-04**  
**CONDITIONS LIST**  
**October 17, 2022**

**GENERAL CONDITIONS**

1. Unless otherwise indicated herein, the development of the site shall be in substantial conformance with approved site plans on file in the Community Development Division.
2. The approval of this tentative map shall expire 24 months from the date of conditional approval. The subdivider may file for three one-year extensions of the conditionally approved map prior to the date of expiration. If such extension is requested, it must be filed no later than 60 days prior to expiration.
3. The subdivider/applicant shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees and representatives from any claim, action, or proceeding against the City or its elected officials, officers, employees and representatives to attack, set aside, void, or annul, an approval of the City concerning this subdivision, which action is brought within the time period provided for in Section 66499.37 of the Subdivision Map Act, or an approval of the City concerning this site plan review and the use(s) and development permitted by its approval. The City shall promptly notify the subdivider of any claim, action, or proceeding and shall cooperate fully in the defense; this condition shall not be imposed if the City fails to promptly notify the subdivider or fails to cooperate fully in the defense.
4. If the map is to be recorded in phases, the subdivider shall submit a phasing plan and phasing condition/mitigation measure matrix to the Community Development Division for approval thirty (30) days prior to filing the final map of the first phase.
5. All requirements of the Municipal Code and the specific zoning of the subject property must be complied with unless otherwise set forth in the permit or shown on the approved site plan.
6. The applicant is advised that details shown on the tentative map are not necessarily approved. Any details which are inconsistent with requirements of ordinances, general conditions of approval, or City policies must be specifically approved by the City in writing.
7. The applicant shall contact the Los Angeles County Fire Department to determine the improvements that may be required to protect the property from fire hazards and shall provide and install at their expense such improvements as may be deemed necessary by the Los Angeles County Fire Department. Fire protection improvements shall be completed to the satisfaction of the Development Services Director prior to certification of completion and occupancy of the subject buildings.

8. The following items/plans shall be submitted to the Development Services Department, which shall route them to the Community Development Division for concurrent review and approval prior to issuance of permits:
  - a. Lighting Plan
  - b. Building Plan
  - c. Grading Plan
  - d. Landscape Plan
9. All necessary permits shall be obtained from the Development Services Department prior to any construction, remodeling, or replacement of buildings or other structures.
10. Prior to building permit issuance, the applicant shall pay all applicable development fees including, but not limited to, the following: 1) Los Angeles County Sanitation District Sewer Connection Fee; 2) Interim School Facilities Financing Fee; 3) Traffic Signal Fee; 4) Planned Local Drainage Facilities fee; 5) Dwelling Unit Fee; 6) Traffic Impact Fees; 7) Urban Structure Program Fee (Park Development Fee, Administrative Office Fee, Corporate Yard Fee, and Operations Impact Fee, etc.); and 8) Landscape Fee.
11. If any provision of this permit is held or declared to be invalid, the permit shall be void, and the privileges granted hereunder shall lapse.
12. It is further declared and made a condition of this permit that if any condition hereof is violated, or if any law, statute, or ordinance is violated, the permit shall be suspended and the privileges granted hereunder shall lapse provided that the applicant has been given written notice to cease such violation and has failed to do so within the time period set forth in the notice.
13. Prior to building/grading permit issuance, whichever comes first, the applicant shall submit a geotechnical report as detailed in Chapter 18 of the latest edition of the California Building Code and as required by the Development Services Department. The geotechnical report shall be completed in accordance with the County of Los Angeles, Department of Public Work, Manual for Preparation of Geotechnical Reports.
14. All construction and/or installation of improvements shall be undertaken to the specification of the Lancaster Municipal Code.
15. Prior to occupancy of any buildings or structures, the permittee shall request, no less than forty-eight (48) hours in advance, that on-site inspection be made by the Community Development Division to verify that development of the property has occurred in conformity with conditions as enumerated in this permit.
16. The applicant shall be responsible for notifying the Community Development Division in writing of any change in ownership, designation of a new engineer, or change in the status of the developer, within thirty (30) days of said change.
17. An encroachment permit shall be obtained from the Development Services Department prior to doing any work within the public right-of-way.

18. Prior to final map recordation, the subdivider shall be required to install distribution lines and individual service lines for appropriate cable television systems to each parcel in the subdivision.
19. Prior to permit issuance, the applicant by agreement with the Development Services Director, may guarantee installation of improvements as determined by the Development Services Director through faithful performance bonds, letters of credit, or any other acceptable means acceptable to the Development Services Director, Finance Director, and/or City Attorney.

### **FEES, ASSESSMENTS, AND ANNEXATIONS**

20. Prior to recordation of the final map and/or building occupancy, the property shall be annexed into the Lancaster Drainage Maintenance District.
21. Prior to recordation of the final map and/or building occupancy, the property shall be annexed into the Lancaster Lighting Maintenance District.
22. Prior to recordation of the final map and/or building occupancy, the property shall be annexed into the Lancaster Landscape Maintenance District.
23. The applicant is hereby advised that this project is subject to 1st year's assessment fees for the following maintenance districts, as applicable, prior issuance of any related permits (grading, building, sewer, etc.): 1) Lancaster Drainage Maintenance District, 2) Lancaster Lighting Maintenance District, 3) Lancaster Landscape Maintenance District, and 4) Lancaster Sewer Maintenance District.
24. Prior to recordation of final map and/or building occupancy, the project shall be annexed to City of Lancaster CFD No. 2021-1 (Public Services).

### **COMMUNITY DEVELOPMENT**

25. The applicant is hereby advised that the use of any signs, strings of pennants, banners or streamers, clusters of flags and similar attention-getting devices are prohibited, except where there has been prior written approval from the Community Development Division.
26. Prior to issuance of grading permits, the applicant shall receive approval from the Los Angeles County Fire Department.
27. All elevations and floor plans for residential subdivisions shall be subject to approval of the Community Development Division to ensure that they are compatible with the established architectural design guidelines. This includes, but is not limited to, architectural style, color, exterior materials, material and type of walls. The applicant shall provide 360-degree architectural treatments for all proposed buildings.

28. Prior to occupancy, construct a masonry wall along the perimeter of the subdivision where a rear, side, or street side yard abuts other property, or is adjacent to a street, in accordance with Section 17.28.030.C of the Municipal Code; color and design to be specifically approved by the Community Development Manager. If the project is developed in phases, a masonry wall must be provided around the perimeter of each recorded phase in accordance with this condition prior to occupancy of any units in that phase. The requirement for perimeter walls may be waived or modified by the Community Development Manager in order to prevent the creation of double walls where an adequate wall which would meet the intent of this condition is already in existence, or where there will be continuous work in progress on adjacent phases. All walls required by this condition shall meet the structural requirements of the City of Lancaster as specified by the Development Services Director.

## **CAPITAL ENGINEERING**

### General Advisory

29. Provide at least 40 feet of frontage at the property line and approximately radial lot lines for all lots fronting on the cul-de-sacs or knuckles.

### Streets

30. Provide letter(s) of slope easement(s) as directed by the Development Services Director.
31. Prior to building occupancy, the applicant shall repair or replace any broken, damaged, and/or non-ADA compliant pavement, curb, gutter, and sidewalk on streets within or abutting the project to street centerline to the satisfaction of the Development Services Director.
32. The applicant shall comply with City Municipal Code, Chapter 13.20, Article II, entitled Installation/Relocation for New/Expanded Development of Overhead Utilities as directed by the Development Services Director. (Ordinance No. 361)
33. The proposed project shall comply with the City of Lancaster Holiday Moratorium Policy. No excavation or work shall occur within the public right-of-way on Primary Arterials, Secondary Arterials, and Collector Streets between November 15th to January 2nd, except work pertaining to public safety or with the written permission of the City Manager. Work commenced prior to the restriction period must be in such a condition that it will be resurfaced prior to November 15th.

### Drainage/Grading

34. Prior to final map approval, grading permit issuance, and/or storm drain permit issuance, the applicant shall acquire and dedicate all required easements for drainage improvements



as identified in the final hydrology/hydraulic report on the Tract Map or by separate instrument. All right-of-way dedications will be to the satisfaction of the City Engineer.

35. Provide for contributory drainage from adjoining properties and return drainage to its natural conditions or secure off-site drainage acceptance letters from affected property owners.
36. Prior to issuance of a grading permit, the applicant shall submit a grading plan consistent with the approved site plan and conditions of approval. The grading plan shall be based on an approved drainage area study and hydrology/hydraulic report, detailed recent topographic survey, and a detailed engineering soils report specifically approved by the geologist and/or soils engineer that addresses all submitted recommendations.
37. Prior to final map approval or grading permit issuance, whichever comes first, the applicant shall obtain approval of the final hydrology/hydraulic study. The final drainage facilities shall be based on the approved hydrology/hydraulic study and will be designed based on the City of Lancaster Engineering Design Guidelines Policies and Procedures Sections 2.7 and 3, and/or to the satisfaction of the Development Services Director. Any on-site and/or off-site mitigation measures required by the approved hydrology/hydraulic study shall be constructed prior to first occupancy.
38. Prior to building occupancy, all drainage facilities and streets with secondary overflow are to be constructed and approved prior to occupancy of any structure within the project to the satisfaction of the Development Services Director.
39. Prior to first occupancy, the applicant shall design and construct an on-site drainage basin or underground retention or other approved drainage solution as warranted to mitigate the developed runoff volume per an approved hydrology study to the satisfaction of the Development Services Director.
40. Prior to final map approval or grading permit issuance, the streets shall be designed to avoid creating sump conditions to the satisfaction of the Development Services Director. If a sump condition is unavoidable, design streets so that secondary overflow is through the streets and, as needed, design and install redundant drainage systems (ie additional storm drain line and catch basin systems). Secondary overland overflow shall not be allowed through lot easements. Secondary overland overflow shall be allowed through fee title dedicated drainage paths, paseos or other pedestrian walkways and passageways.
41. The project shall comply with the Best Management Practices (BMPs) of the National Pollutant Discharge Elimination System (NPDES) and all NPDES Permit Requirements.
42. Prior to building occupancy, install BMPs to treat first flush.
43. Prior to issuance of any construction related permits (grading, building, etc.), a Dust Control Plan shall be prepared and submitted to the Antelope Valley Air Quality

Management District (AVAQMD) in accordance with Rule 403 of the AVAQMD. An approved copy of the Dust Control Plan shall be submitted to the Development Services Department for residential projects of 10 acres and larger and for commercial/industrial projects of 5 acres and larger. In lieu of an approved plan, a letter from the AVAQMD waiving this requirement shall be submitted.

44. Prior to commencing hauling operations for this project, the applicant shall obtain a hauling permit for an import/export of > 100 CY of hauling material to/from the project within the public right-of-way including the export/receiving site and an exhibit of the proposed haul route. The applicant is responsible to obtain approval from all applicable agencies for the material hauling operation. The designated haul route shall be designed to the requirements of the City of Lancaster Design Guidelines, Standards, and Municipal Code and to the satisfaction of the Development Services Director.
  - a. The applicant shall comply with the following requirements for the material hauling operation:
    - i. The hours of operation shall be approved by the Development Services Director.
    - ii. Provide non-stop street sweeping service on all City streets along the haul route during all hours of work to the satisfaction of the Development Services Director.
    - iii. Provide traffic control and flagging personnel along the haul route to the satisfaction of the Development Services Director.
    - iv. When required by the Development Services Director, the applicant shall post a security to serve as surety of repair in the event facilities within the City right-of-way are adversely impacted by the hauling operations.
  - b. Prior to building occupancy/release of security, the applicant shall repair any pavement damaged by the material hauling operation to the satisfaction of the Development Services Director. The security will not be reduced or released or building occupancy given until the completion of the repair work. The limits of the road repairs shall be consistent with the approved haul route and determined by the Development Services Director.

#### Sewer

45. Prior to issuance of a sewer plan/lateral connection approval, and/or sewer encroachment permit issuance, the applicant shall submit a public sewer plan consistent with the approved site plan and conditions of approval. The sewer plan shall be based on an approved Sewer Area Study.
46. Prior to sewer plan/lateral connection approval, and/or sewer encroachment permit issuance, the applicant shall submit a private sewer plan for private to public standard, minimum grades of sewer main to be per Section 2.4.9.4 of the Engineering Design

Guidelines, consistent with the approved site plan and conditions of approval. The sewer plan shall be based on an approved Sewer Area Study.

47. Prior to final map approval, sewer plan/lateral connection approval, and/or sewer encroachment permit issuance, whichever comes first, the applicant shall obtain approval of the final sewer area study. The final sewer facilities shall be based on the approved sewer area study and will be designed based on the City of Lancaster Engineering Design Guidelines Policies and Procedures Section 2.4, and/or to the satisfaction of the Development Services Director. Any on-site and/or off-site mitigation measures required by the approved sewer area study shall be constructed prior to first occupancy.
48. Per the direction of the Development Services Director, provide a sewer area study prior to submittal of the final map.
49. Prior to building occupancy, approval of this project is contingent upon the installation and dedication of local main line sewers and separate laterals to serve each structure at such time as the permanent structures are constructed on the site.
50. Prior to sewer plan approval, the streets shall be designed to avoid creating sump conditions to the satisfaction of the Development Services Director. Local main line sewers shall not be allowed through lot easements. Local main line sewers shall be allowed through fee title dedicated drainage paths, paseos or other pedestrian walkways and passageways.

#### Water

51. The project shall be served by adequately sized water system facilities, including fire hydrants, of sufficient size to accommodate the total domestic and fire flows required for the land division. Domestic flows required are to be determined by the Development Services Director. Fire flows required are to be determined by the Fire Chief.
52. There shall also be filed with this project a statement from the water purveyor indicating that water service shall be provided to each lot and that the proposed water mains and any other required facilities will be operated by the purveyor and that under normal operating conditions the system will meet requirements for the land division.
53. Per the direction of the Community Development Manager and the Development Services Director, the applicant shall be required to comply with all Ordinances in effect at the time of project construction to address the balance of water supply to water demand.
54. In order to obtain a conditional will-serve letter, the Project applicant must secure permanent water supply entitlements sufficient to meet the Project's annual water demands as determined by the Los Angeles County Waterworks District 40 (District). This entitlement may be secured through entering an agreement with the District to purchase new State Water Project Table A or other permanent water supply through the Antelope Valley-East Kern Water Agency.

55. In addition to the condition above, the District may require that: (1) various charges/fees be paid by the owner/developer of the property; (2) on-site and off-site water system facilities be installed by a State licensed contractor retained by the owner/developer, and inspected and accepted by the District, using plans prepared by a licensed engineer that are reviewed by the District; or (3) a combination of (1) and (2). Once constructed to the satisfaction of the District, the water system facilities are to be dedicated gratis to the District for subsequent operation and maintenance.

### Landscaping

56. Prior to landscape encroachment permit, landscape plans shall be prepared in accordance with Ordinance No. 1070 and submitted to the Development Engineering Section of Development Services Department, along with required plan check fees, for review and approval prior to the installation of landscaping or irrigation systems. Such plans are to be incorporated into development of the site and shall show size, type, and location of all plants, trees, and irrigation facilities.
57. Prior to Tract Map approval, the applicant shall dedicate landscape easements fronting the project site, as directed by the City Engineer.
58. Prior to building occupancy, provide landscape easement and maintenance district along primary and secondary arterials, in accordance with City policy. The irrigation system, landscape plan, and plant materials are subject to approval by the Development Services Director. The construction materials, color, and design of the decorative (i.e. slump stone, split faced with brick pilasters, and decorative brick cap) masonry wall abutting the landscape maintenance district and entry street is subject to approval of the Community Development Manager. The irrigation and plant materials shall be installed and completed to the satisfaction of the Development Services Director prior to occupancy of any residence within the development.
59. Prior to building occupancy, developer shall install a “purple pipe” irrigation system in all landscape maintenance districts to provide for future connection to a recycled water system to the satisfaction of the Development Services Director.

### Other

60. The applicant shall pay a fee to the City of Lancaster in the sum of \$770.00 per gross acre, to be held in the biological mitigation fund as established by the City Council. Payment of said fee shall occur prior to Final Map for Parcel/Tract Maps and prior to or concurrent with the approval of a grading permit for all other projects. Additionally, should the applicant be required to pay mitigation fees under the California Department of Fish and Wildlife, these fees can be deducted from the amount collected by the City of Lancaster.
61. Prior to first issuance of building permit and final map approval, the applicant shall record a covenant for easement and/or a reciprocal access easement and maintenance agreement for all shared driveways and drive isles, private drainage devices, and common landscaping maintenance areas, within the project site and along the property frontage as directed by

the Development Services Director. This condition may be satisfied by incorporating the appropriate provisions into the CC&Rs.

62. Prior to final map approval, the applicant is required to grant public utility easements shown on the Tract Map and/or listed in conditions by separate document. The easements shall be reviewed and approved by the Development Services Director.
63. Prior to first issuance of building permit and final map approval, the applicant shall obtain approval from the Development Services Director and the City Attorney for Covenants, Conditions, and Restrictions (CC&Rs) for this development. The applicant shall reimburse the City for the City Attorney's review fee. The CC&Rs shall grant the City the authority to review and approve/disapprove amendments (including dissolution) of the CC&Rs/association. The CC&Rs shall grant the City the right (though not the obligation) to enforce the CC&Rs (at a minimum those provisions related to City-required items).
64. Prior to first issuance of building permit, the applicant shall establish a Property/Home Owners' Association (POA/HOA), or similar entity, to ensure the continued maintenance of all shared/common lots, including the park, private drainage devices, all shared driveways and drive isles, and common landscaping maintenance areas.
65. Prior to final map submittal, applicant shall perform a new detailed boundary survey in the surrounding quarter section showing current monumentation and measurements affecting the subject property.

## **TRAFFIC ENGINEERING**

### **Required Traffic Improvement Plans**

66. Prior to issuance of the street improvement encroachment permit, the applicant shall obtain approval of a signing and striping plan. The signing and striping plan shall be completed in accordance with all City of Lancaster standards, as directed by the City Engineer.
67. Prior to issuance of the street improvement encroachment permit, the applicant shall obtain approval of temporary traffic control plan and allowable working hours, as directed by the City Engineer.

### **Street Right-of-Way Requirements**

68. Prior to Tract Map approval, the applicant shall dedicate additional street right-of-way for a total of 56 feet from centerline on Avenue K fronting the project site, as directed by the City Engineer.
69. Prior to Tract Map approval, the applicant shall dedicate additional street right-of-way for a total of 42 feet from centerline on 55<sup>th</sup> Street West fronting the project site, as directed by the City Engineer.

70. Prior to Tract Map approval, the applicant shall dedicate street right-of-way for a total of 30 feet from centerline on 52<sup>nd</sup> Street West fronting the project site, as directed by the City Engineer.
71. Prior to Tract Map approval, the applicant shall dedicate street right-of-way for a total of 30 feet from centerline on Avenue J-12 fronting the project site, as directed by the City Engineer.
72. Prior to Tract Map approval, the applicant shall dedicate and/or acquire additional street right-of-way for a total of 12 feet north of the centerline on Avenue J-12 fronting the project site between 55<sup>th</sup> Street West and “D” Street, as directed by the City Engineer.
73. Prior to Tract Map approval, the applicant shall dedicate and/or acquire additional street right-of-way for a total of 12 feet east of the centerline on 52<sup>nd</sup> Street West fronting the project site between Avenue K and “G” Street, as directed by the City Engineer.
74. Prior to Tract Map approval, the applicant shall dedicate a corner cutoff at all intersections, as defined in the City of Lancaster Engineering Design Guidelines (Sections 2.2.10.6.1 and 2.2.10.6.2).

Street Improvements

75. Prior to building occupancy, the applicant shall construct the following street improvements within/along the frontage of the project site, as directed by the City Engineer:

Street Name	Curb & Gutter	Base & Paving	Street Lights	Street Trees	Sidewalk (5' min)	Raised Median	Curb-Delineated Median	Class II Bike Lanes	LMD Easement
Avenue K	X	X	X	X	X	X		X	X
55 <sup>th</sup> Street West	X	X	X	X	X			X	X
52 <sup>nd</sup> Street West	X	X	X	X	X				
Avenue J-12	X	X	X	X	X				
“A” thru “J” Streets	X	X	X	X	X				

76. The following private streets shall be constructed to public street standards:
  - a. “A” thru “J” Streets
77. Prior to building occupancy, the applicant shall construct additional pavement as required to transition to the existing pavement in accordance with City Design Guidelines (Section 2.2.10.24), to the satisfaction of the City Engineer.

78. Prior to building occupancy, the applicant shall install conduit, pull rope, and pull boxes along regional, primary and secondary arterials to the nearest arterial intersection to be used for future Traffic Signal Communication Interconnect. The interconnect system shall be installed in accordance with the specifications approved by the Traffic Section, to the satisfaction of the City Engineer.
79. Prior to occupancy, the applicant shall design and construct City owned and maintained street lighting systems. Street lighting system shall be designed using an LS-3 rate schedule unless the new lights can be connected to an existing LS-2 rate schedule system **and** Southern California Edison will not require the installation of a pedestal. The Developer's engineer shall prepare all plans necessary to build said street lighting system in accordance with Southern California Edison and City of Lancaster standards.
80. Prior to Tract Map approval, the applicant shall dedicate a total of 4' along Avenue K as a Landscape Maintenance District easement.
81. Prior to Tract Map approval, the applicant shall dedicate a total of 4' along 55<sup>th</sup> Street West as a Landscape Maintenance District easement.
82. Prior to building occupancy, the applicant shall construct pedestrian safety improvements throughout the project, to the satisfaction of the City Engineer.

#### Driveway Requirements

83. Prior to Tract Map approval, the applicant shall dedicate the right to restrict direct vehicular ingress and egress on all streets having a projected volume of 2,000 vehicle trips each day and within 100 feet of any secondary or primary arterial, on the Tract Map or by separate document.

#### Intersection Improvements

84. Prior to building occupancy, the applicant shall provide and install street name signs, as directed by the City Engineer.

#### Fee Requirements

85. Prior to site plan approval, the applicant shall pay all Local Transportation Assessment review fees as outlined in the City's most current Fee Schedule.

#### **UTILITY SERVICES**

86. Sewer and Storm Drain manhole covers are to be 30" Pamrex or equivalent and labeled "City of Lancaster", either "Sewer" or "Storm Drain".
87. Catch Basin opening 6" or greater with a protection bar per APWA STD plan 310-3.

## ENVIRONMENTAL

88. Prior to ground disturbance activities, the project operator shall provide evidence to the Development Services Director that the project operator and/or construction manager has developed a “Valley Fever Training Handout”, training, and schedule of sessions for education to be provided to all construction personnel. All evidence of the training session materials, handout(s) and schedule shall be submitted to the Development Services Director within 24 hours of the first training session. Multiple training sessions may be conducted if different work crews will come to the site for different stages of construction; however, all construction personnel shall be provided training prior to beginning work. The evidence submitted to the Development Services Director regarding the “Valley Fever Training Handout” and Session(s) shall include the following:

- A sign-in sheet (to include the printed employee names, signature, and date) for all employees who attended the training session.
- Distribution of a written flier or brochure that includes educational information regarding the health effects of exposure to criteria pollutant emissions and Valley Fever.
- Training on methods that may help prevent Valley Fever infection.
- A demonstration to employees on how to use personal protective equipment, such as respiratory equipment (masks), to reduce exposure to pollutants and facilitate recognition of symptoms and earlier treatment of Valley Fever. Where respirators are required, the equipment shall be readily available and shall be provided to employees for use during work. Proof that the demonstration is included in the training shall be submitted to the county. This proof can be via printed training materials/agenda, DVD, digital media files, or photographs.

The project operator also shall consult with the Los Angeles County Public Health to develop a Valley Fever Dust Management Plan that addresses the potential presence of the *Coccidioides* spore and mitigates for the potential for Coccidioidomycosis (Valley Fever). Prior to issuance of permits, the project operator shall submit the Plan to the Los Angeles County Public Health for review and comment. The Plan shall include a program to evaluate the potential for exposure to Valley Fever from construction activities and to identify appropriate safety procedures that shall be implemented, as needed, to minimize personnel and public exposure to potential *Coccidioides* spores. Measures in the Plan shall include the following:

- Provide HEP-filters for heavy equipment equipped with factory enclosed cabs capable of accepting the filters. Cause contractors utilizing applicable heavy equipment to furnish proof of worker training on proper use of applicable heavy equipment cabs, such as turning on air conditioning prior to using the equipment.
- Provide communication methods, such as two-way radios, for use in enclosed cabs.
- Require National Institute for Occupational Safety and Health (NIOSH)-approved



half-face respirators equipped with minimum N-95 protection factor for use during worker collocation with surface disturbance activities, as required per the hazard assessment process.

- Cause employees to be medically evaluated, fit-tested, and properly trained on the use of the respirators, and implement a full respiratory protection program in accordance with the applicable Cal/OSHA Respiratory Protection Standard (8 CCR 5144).
- Provide separate, clean eating areas with hand-washing facilities.
- Install equipment inspection stations at each construction equipment access/egress point. Examine construction vehicles and equipment for excess soil material and clean, as necessary, before equipment is moved off-site.
- Train workers to recognize the symptoms of Valley Fever, and to promptly report suspected symptoms of work-related Valley Fever to a supervisor.
- Work with a medical professional to develop a protocol to medically evaluate employees who develop symptoms of Valley Fever.
- Work with a medical professional, in consultation with the Los Angeles County Public Health, to develop an educational handout for on-site workers and surrounding residents within three miles of the project site, and include the following information on Valley Fever: what are the potential sources/ causes, what are the common symptoms, what are the options or remedies available should someone be experiencing these symptoms, and where testing for exposure is available. Prior to construction permit issuance, this handout shall have been created by the project operator and reviewed by the project operator and reviewed by the Development Services Director. No less than 30 days prior to any work commencing, this handout shall be mailed to all existing residences within a specified radius of the project boundaries as determined by the Development Services Director. The radius shall not exceed three miles and is dependent upon the location of the project site.
- When possible, position workers upwind or crosswind when digging a trench or performing other soil-disturbing tasks.
- Prohibit smoking at the worksite outside of designated smoking areas; designated smoking areas will be equipped with handwashing facilities.
- Post warnings on-site and consider limiting access to visitors, especially those without adequate training and respiratory protection.
- Audit and enforce compliance with relevant Cal OSHA health and safety standards on the job site.

89. No burrowing owls were identified on the project site; however, it is possible that they could occupy the site prior to the start of construction. Burrowing owl protocol surveys shall be conducted on the project site in accordance with the procedures established by the California Department of Fish and Wildlife prior to the start of construction/ground

disturbing activities. If burrowing owls are identified using the project site during the surveys, the applicant shall contact the California Department of Fish and Wildlife (CDFW) and appropriate mitigation/management procedures shall be followed. At a minimum, the following shall occur:

- If burrowing owls are identified during the non-nesting season, a qualified biologist shall install one-way gates to relocate the owl to a suitable nearby property. Upon confirmation that the burrow is empty, the burrowing shall be collapsed.
  - In the event that a breeding pair or female owl with offspring are present at a burrow, a buffer zone of at least 50 feet shall be established around the burrow until the offspring have fledged and left the burrow. No work shall occur within the buffer zone. The specific buffer zone shall be established in coordination with CDFW.
90. A nesting survey shall be conducted within 30 days prior to the start of construction/ground disturbing activities. If nesting birds are encountered, all work shall cease until either the young birds have fledged or the appropriate permits are obtained from the California Department of Fish and Wildlife (CDFW). If active bird nests are identified using the project site during the survey, the applicant shall contact the California Department of Fish and Wildlife to determine the appropriate mitigation/management requirements. Impact to nests will be avoided by delay of work or establishing a buffer of 500 feet around active raptor nests and 50 feet around other migratory bird species nests.
91. The applicant shall retain a professional Native American monitor procured by the Fernandeano Tataviam Band of Mission Indians to observe all clearing, grubbing, and grading operations within the proposed impact areas. If cultural resources are encountered, the Native American monitor will have the authority to request that ground-disturbing activities cease within 60 feet of discovery to assess and document potential finds in real time. One monitor will be required on-site for all ground-disturbing activities in areas designated through additional consultation. However, if ground-disturbing activities occur in more than one of the designated monitoring areas at the same time, then the parties can mutually agree to an additional monitor, to ensure that simultaneously occurring ground-disturbing activities receive thorough levels of monitoring coverage.
92. In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall assess the find. Work on the portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation (YSMN) Cultural Resources Department shall be contacted regarding any pre-contact and/or post-contact/historic era finds and be provided information after the archaeologist makes their initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.

93. The applicant shall, in good faith, consult with the Fernandeño Tataviam Band of Mission Indians on the disposition and treatment of any Tribal Cultural Resource encountered during all ground disturbing activities.
94. If humans or funerary objects are encountered during any construction activities associated with the proposed project, work within 100-foot buffer shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code Section 7050.5.
95. If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.
96. The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted of any pre-contact and/or historic- era cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should SMBMI elect to place a monitor on-site.
97. Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.
98. The applicant shall submit the required Construction Excavation Fee to the Antelope Valley Air Quality Management District (AVAQMD) prior to the issuance of any grading and/or construction permits. This includes compliance with all prerequisites outlined in District Rule 403, Fugitive Dust, including submission and approval of a Dust Control Plan, installation of signage and the completion of a successful onsite compliance inspection by an AVAQMD field inspector. Proof of compliance shall be submitted to the City.
99. A Phase II investigation shall be conducted on the project site to determine the presence or absence of elevated agricultural chemicals. If elevated levels of these chemicals are identified above regulatory levels for residential uses, the site shall be remediated in accordance with the recommendations of the report and all applicable regulations prior to the issuance of any construction related permits.

100. The trash and debris located on the southwestern side of the subject property should be removed for proper off-site disposal in accordance with applicable regulations. Proof of proper disposal shall be provided to the City of Lancaster.
101. Construction operations shall not occur between 8 p.m. and 7 a.m. on weekdays or Saturday or at any time on Sunday. The hours of any construction-related activities shall be restricted to periods and days permitted by local ordinance.
102. The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. A clear appeal process to the owner shall be established prior to construction commencement that will allow for resolution of noise problems that cannot be immediately solved by the site supervisor.
103. Electrically powered equipment shall be used instead of pneumatic or internal combustion powered equipment, where feasible.
104. Material stockpiles and mobile equipment staging, parking and maintenance areas shall be located as far away as practicable from noise-sensitive receptors.
105. The use of noise producing signals, including horns, whistles, alarms, and bells shall be for safety warning purposes only.
106. No project-related public address or music system shall be audible at any adjacent receptor.
107. All noise producing construction equipment and vehicles using internal combustion engines shall be equipped with mufflers, air-inlet silencers where appropriate, and any other shrouds, shields, or other noise-reducing features in good operating condition that meet or exceed original factor specifications. Mobile or fixed "package" equipment (e.g., arc-welders, air compressors, etc.) shall be equipped with shrouds and noise control features that are readily available for the type of equipment.



**MITIGATION MONITORING AND REPORTING PROGRAM (Attachment A)  
TTM No.61920/ZC No. 21-04**

Mit. / Cond. No.	Mitigation Measure/ Conditions of Approval	Monitoring Milestone (Frequency)	Method of Verification	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
<b>AIR QUALITY</b>							
1.	<p>Prior to ground disturbance activities, the project operator shall provide evidence to the Development Services Director that the project operator and/or construction manager has developed a "Valley Fever Training Handout", training, and schedule of sessions for education to be provided to all construction personnel. All evidence of the training session materials, handout(s) and schedule shall be submitted to the Development Services Director within 24 hours of the first training session. Multiple training sessions may be conducted if different work crews will come to the site for different stages of construction; however, all construction personnel shall be provided training prior to beginning work. The evidence submitted to the Development Services Director regarding the "Valley Fever Training Handout" and Session(s) shall include the following:</p> <ul style="list-style-type: none"> <li>• A sign-in sheet (to include the printed employee names, signature, and date) for all employees who attended the training session.</li> <li>• Distribution of a written flier or brochure that includes educational information regarding the health effects of exposure to criteria pollutant emissions and Valley Fever.</li> <li>• Training on methods that may help</li> </ul>	<p>Prior to the final approval of grading plan, issuance of stockpile or construction permit, or any ground disturbing activities.</p>	<p>Submittal of training materials, sign-in sheets, and LA County Department of Public Health reviewed plan.</p>	<p>Development Services Department, Community Development Division, and LA County Department of Public Health</p>			



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	<p>prevent Valley Fever infection.</p> <ul style="list-style-type: none"> <li>A demonstration to employees on how to use personal protective equipment, such as respiratory equipment (masks), to reduce exposure to pollutants and facilitate recognition of symptoms and earlier treatment of Valley Fever. Where respirators are required, the equipment shall be readily available and shall be provided to employees for use during work. Proof that the demonstration is included in the training shall be submitted to the county. This proof can be via printed training materials/agenda, DVD, digital media files, or photographs.</li> </ul> <p>The project operator also shall consult with the Los Angeles County Department of Public Health to develop a Valley Fever Dust Management Plan that addresses the potential presence of the Coccidioides spore and mitigates for the potential for Coccidioidomycosis (Valley Fever). Prior to issuance of permits, the project operator shall submit the Plan to the Los Angeles County Department of Public Health for review and comment. The Plan shall include a program to evaluate the potential for exposure to Valley Fever from construction activities and to identify appropriate safety procedures that shall be implemented, as needed, to minimize personnel and public exposure to potential Coccidioides spores. Measures in the Plan shall include the following:</p>						

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	<ul style="list-style-type: none"> <li>• Provide HEP-filters for heavy equipment equipped with factory enclosed cabs capable of accepting the filters. Cause contractors utilizing applicable heavy equipment to furnish proof of worker training on proper use of applicable heavy equipment cabs, such as turning on air conditioning prior to using the equipment.</li> <li>• Provide communication methods, such as two-way radios, for use in enclosed cabs.</li> <li>• Require National Institute for Occupational Safety and Health (NIOSH)-approved half-face respirators equipped with minimum N-95 protection factor for use during worker collocation with surface disturbance activities, as required per the hazard assessment process.</li> <li>• Cause employees to be medically evaluated, fit-tested, and properly trained on the use of the respirators, and implement a full respiratory protection program in accordance with the applicable Cal/OSHA Respiratory Protection Standard (8 CCR 5144).</li> <li>• Provide separate, clean eating areas with hand-washing facilities.</li> <li>• Install equipment inspection stations at each construction equipment access/egress point. Examine</li> </ul>						



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	<p>construction vehicles and equipment for excess soil material and clean, as necessary, before equipment is moved off-site.</p> <ul style="list-style-type: none"> <li>• Train workers to recognize the symptoms of Valley Fever, and to promptly report suspected symptoms of work-related Valley Fever to a supervisor.</li> <li>• Work with a medical professional to develop a protocol to medically evaluate employees who develop symptoms of Valley Fever.</li> <li>• Work with a medical professional, in consultation with the Los Angeles County Department of Public Health, to develop an educational handout for on-site workers and surrounding residents within three miles of the project site, and include the following information on Valley Fever: what are the potential sources/ causes, what are the common symptoms, what are the options or remedies available should someone be experiencing these symptoms, and where testing for exposure is available. Prior to construction permit issuance, this handout shall have been created by the project operator and reviewed by the project operator and reviewed by the Development Services Director. No less than 30 days prior to any work</li> </ul>						



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	<p>commencing, this handout shall be mailed to all existing residences within a specified radius of the project boundaries as determined by the Development Services Director. The radius shall not exceed three miles and is dependent upon the location of the project site.</p> <ul style="list-style-type: none"> <li>• When possible, position workers upwind or crosswind when digging a trench or performing other soil-disturbing tasks.</li> <li>• Prohibit smoking at the worksite outside of designated smoking areas; designated smoking areas will be equipped with handwashing facilities.</li> <li>• Post warnings on-site and consider limiting access to visitors, especially those without adequate training and respiratory protection.</li> <li>• Audit and enforce compliance with relevant Cal OSHA health and safety standards on the job site.</li> </ul>						
<b>BIOLOGICAL RESOURCES</b>							
2.	No burrowing owls were identified on the project site; however, it is possible that they could occupy the site prior to the start of construction. Burrowing owl protocol surveys shall be conducted on the project site in accordance with the procedures established by the California Department of Fish and Wildlife	Prior to final approval of a grading/construction plan, issuance of stockpile or construction permit, or any ground disturbing activities	Submittal of the report from the biologist to the City of Lancaster	Development Services Department, Community Development Division			

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	<p>prior to the start of construction/ground disturbing activities. If burrowing owls are identified using the project site during the surveys, the applicant shall contact the California Department of Fish and Wildlife (CDFW) and appropriate mitigation/management procedures shall be followed. At a minimum, the following shall occur:</p> <ul style="list-style-type: none"> <li>• If burrowing owls are identified during the non-nesting season, a qualified biologist shall install one-way gates to relocate the owl to a suitable nearby property. Upon confirmation that the burrow is empty, the burrowing shall be collapsed.</li> <li>• In the event that a breeding pair or female owl with offspring are present at a burrow, a buffer zone of at least 50 feet shall be established around the burrow until the offspring have fledged and left the burrow. No work shall occur within the buffer zone. The specific buffer zone shall be established in coordination with CDFW.</li> </ul>						
3.	<p>A nesting bird survey shall be conducted within 30 days prior to the start of construction/ground disturbing activities. If nesting birds are encountered, all work shall cease until either the young birds have fledged or the appropriate permits are obtained from the California Department of Fish and Wildlife (CDFW). If active bird nests are identified using the project site during the survey, the applicant shall contact the California Department of Fish and Wildlife</p>	<p>Prior to final approval of a grading/construction plan, issuance of stockpile or construction permit, or any ground disturbing activities</p>	<p>Submittal of the report from the biologist to the City of Lancaster</p>	<p>Development Services Department, Community Development Division</p>			



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	to determine the appropriate mitigation/management requirements. Impact to nests will be avoided by delay of work or establishing a buffer of 500 feet around active raptor nests and 50 feet around other migratory bird species nests.						
<b>CULTURAL RESOURCES</b>							
4.	The applicant shall retain a professional Native American monitor procured by the Fernandeano Tataviam Band of Mission Indians to observe all clearing, grubbing, and grading operations within the proposed impact areas. If cultural resources are encountered, the Native American monitor will have the authority to request that ground- disturbing activities cease within 60 feet of discovery to assess and document potential finds in real time. One monitor will be required on-site for all ground-disturbing activities in areas designated through additional consultation. However, if ground-disturbing activities occur in more than one of the designated monitoring areas at the same time, then the parties can mutually agree to an additional monitor, to ensure that simultaneously occurring ground-disturbing activities receive thorough levels of monitoring coverage.	During construction	Notification to the City of Lancaster, affected tribes	City of Lancaster Community Development Division, construction foreman, building inspectors			
5.	In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall assess the find. Work on the portions of the project outside of the	During construction	Notification to the City of Lancaster, affected tribes	City of Lancaster Community Development Division, construction foreman, building inspectors			

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	buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation (YSMN) Cultural Resources Department shall be contacted regarding any pre-contact and/or post-contact/historic era finds and be provided information after the archaeologist makes their initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.						
6.	The applicant shall, in good faith, consult with the Fernandefio Tataviam Band of Mission Indians on the disposition and treatment of any Tribal Cultural Resource encountered during all ground disturbing activities.	During construction	Notification to the City of Lancaster, affected tribes	City of Lancaster Community Development Division, construction foreman, building inspectors			
7.	If humans or funerary objects are encountered during any construction activities associated with the proposed project, work within 100-foot buffer shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code Section 7050.5.	During construction	Notification to the City of Lancaster, County Coroner, and any affected tribe	City of Lancaster Community Development Division, construction foreman, building inspectors			
8.	If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.	During construction	Notification to the City of Lancaster, affected tribes	City of Lancaster Community Development Division, construction foreman, building inspectors			
9.	The Yuhaaviatam of San Manuel Nation Cultural	During construction	Notification to the City	City of Lancaster			

**MITIGATION MONITORING AND REPORTING PROGRAM (Attachment A)**  
**TTM No.61920/ZC No. 21-04**

Mit. / Cond. No.	Mitigation Measure/ Conditions of Approval	Monitoring Milestone (Frequency)	Method of Verification	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	Resources Department (YSMN) shall be contacted of any pre-contact and/or historic- era cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should SMBMI elect to place a monitor on-site.		of Lancaster, affected tribes	Community Development Division, construction foreman, building inspectors			
10.	Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.	During construction	Notification to the City of Lancaster, affected tribes	City of Lancaster Community Development Division, construction foreman,			
<b>GEOLOGY AND SOILS</b>							
11.	The applicant shall submit the required Construction Excavation Fee to the Antelope Valley Air Quality Management District (AVAQMD) prior to the issuance of any grading and/or construction permits. This includes compliance with all prerequisites outlined in District Rule 403, Fugitive Dust, including submission and approval of a Dust Control Plan, installation of signage and the	Prior to the issuance of any grading and/or construction permits	A copy of the AVAQMD-approved Dust Control Plan  Field Inspections	Development Services Department, Community Development Division, Capital Engineering and Building and Safety, and the AVAQMD.			

**MITIGATION MONITORING AND REPORTING PROGRAM (Attachment A)**  
**TTM No.61920/ZC No. 21-04**

Mit. / Cond. No.	Mitigation Measure/ Conditions of Approval	Monitoring Milestone (Frequency)	Method of Verification	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	completion of a successful onsite compliance inspection by an AVAQMD field inspector. Proof of compliance shall be submitted to the City.						
<b>HAZARDS AND HAZARDOUS MATERIALS</b>							
12.	A Phase II investigation shall be conducted on the project site to determine the presence or absence of elevated agricultural chemicals. If elevated levels of these chemicals are identified above regulatory levels for residential uses, the site shall be remediated in accordance with the recommendations of the report and all applicable regulations prior to the issuance of any construction related permits.	Prior to the issuance of any construction related permits.	Submittal of the report to the City of Lancaster	Development Services Department, Community Development Division			
13.	The trash and debris located on the southwestern side of the subject property should be removed for proper off-site disposal in accordance with applicable regulations. Proof of proper disposal shall be provided to the City of Lancaster.	Prior to the issuance of any construction related permits.	Submittal of proof to the City of Lancaster	Development Services Department, Community Development Division			
<b>NOISE</b>							
14.	Construction operations shall not occur between 8 p.m. and 7 a.m. on weekdays or Saturday or at any time on Sunday. The hours of any construction-related activities shall be restricted to periods and days permitted by local ordinance.	During construction	Field inspections	Development Services Department, Community Development Division and Building and Safety			
15.	The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. A clear appeal process to the owner shall be established prior to construction commencement that will allow for resolution of noise	During construction	Field inspections	Development Services Department, Community Development Division and Building and Safety			

**MITIGATION MONITORING AND REPORTING PROGRAM (Attachment A)**  
**TTM No.61920/ZC No. 21-04**

Mit. / Cond. No.	Mitigation Measure/ Conditions of Approval	Monitoring Milestone (Frequency)	Method of Verification	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	problems that cannot be immediately solved by the site supervisor.						
16.	Electrically powered equipment shall be used instead of pneumatic or internal combustion powered equipment, where feasible.	During construction	Field inspections	Development Services Department, Community Development Division and Building and Safety			
17.	Material stockpiles and mobile equipment staging, parking and maintenance areas shall be located as far away as practicable from noise-sensitive receptors.	During construction	Field inspections	Development Services Department, Community Development Division and Building and Safety			
18.	The use of noise producing signals, including horns, whistles, alarms, and bells shall be for safety warning purposes only.	During construction	Field inspections	Development Services Department, Community Development Division and Building and Safety			
19.	No project-related public address or music system shall be audible at any adjacent receptor.	During construction	Field inspections	Development Services Department, Community Development Division and Building and Safety			
20.	All noise producing construction equipment and vehicles using internal combustion engines shall be equipped with mufflers, air-inlet silencers where appropriate, and any other shrouds, shields, or other noise-reducing features in good operating condition that meet or exceed original factor specifications. Mobile or fixed "package" equipment (e.g., arc-welders, air compressors, etc.) shall be equipped with shrouds and noise control features that are readily available for the type of equipment.	During construction	Field inspections	Development Services Department, Community Development Division and Building and Safety			

Attachment B





# TENTATIVE TRACT MAP NO. 61920

## IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

### LEGAL DESCRIPTION:

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

PARCEL 1: (APN: 3203-016-037)  
THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 13 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 2: (APN: 3203-016-035)  
THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 13 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 3: (APN: 3203-016-036)  
THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 13 WEST, SAN BERNARDINO BASE AND 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, AND ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL FEBRUARY 12, 1856.

EXCEPT THEREFROM AN UNDIVIDED ONE-HALF OF OIL, GAS OR MINERAL UNDER THE SURFACE OF SAID LAND AS RESERVED BY JOHN MORGAN IN DEED RECORDED APRIL 12, 1951, AS INSTRUMENT NO. 277, IN BOOK 36027, PAGE 63, OFFICIAL RECORDS.

### GENERAL NOTES:

1. THE PROPERTY SHOWN HEREIN CONTAINS THE ENTIRE CONTIGUOUS OWNERSHIP.
2. TOTAL GROSS AREA = 38.9 AC.  
TOTAL NET AREA = 37.1 AC.
3. TOTAL NO. OF NUMBERED LOTS = 162 RESIDENTIAL LOTS (2 INTERIM BASIN LOTS)  
TOTAL NO. OF LETTER LOTS = 8
4. 2 INTERIM PRIVATE BASIN LOTS ARE CONVERTIBLE TO BUILDING LOTS AFTER DRAINAGE DRAINAGE SYSTEM OR STREETS ARE CONSTRUCTED.
5. LOTS 1 THROUGH 162 ARE 7,000 S.F. MIN. (RESIDENTIAL LOTS)  
NET DENSITY : 4.37 DU/AC  
GROSS DENSITY : 4.16 DU/AC
6. CONTOUR INTERVAL = 1 FOOT (VARIES).
7. ALL SLOPES ARE 2:1 OR FLATTER.
8. LOT DIMENSIONS SHOWN HEREIN ARE APPROXIMATE.
9. THIS MAP IS COMPILED FROM RECORD INFORMATION ONLY AND IS NOT TO BE USED AS A BOUNDARY SURVEY.
10. NO REGULATED TREES EXIST ON SITE.
11. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS MAP ARE APPROXIMATE.
12. ALL CUL-DE-SACS SHALL COMPLY WITH THE ENGINEERING DESIGN GUIDELINES AND SHALL BE DESIGNED PER THE CITY'S STANDARDS.
13. ADD 2300 TO FS ELEVATIONS.
14. FEMA FLOOD ZONE X, 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE, PER COMMUNITY PANEL NO. 060370415F EFF. 9/26/2008

### DEVELOPER:

UNITED CIVIL INC.  
30141 AGOURA ROAD, SUITE 215  
AGOURA HILLS, CA 91301  
PHONE: (818) 707-8649

### UTILITIES:

LOS ANGELES COUNTY WATERWORKS  
260 E AVENUE K-8  
LANCASTER, CA 93535  
PHONE: (661) 940-9270

LANCASTER CHOICE ENERGY (LCE)  
44933 FERN AVENUE  
LANCASTER, CA 93534  
PHONE: (661) 723-6084

SOUTHERN CALIFORNIA GAS  
LANCASTER VALLEY  
9400 OAKDALE AVE ML9331  
CHATSWORTH, CA 91311  
PHONE: (818) 701-3245

WASTE MANAGEMENT  
600 EAST AVENUE F  
LANCASTER, CA 93535  
PHONE: (661) 947-7197

SPECTRUM  
41551 10TH STREET WEST  
PALMDALE, CA 93551  
PHONE: (661) 483-3030

### LAND USE:

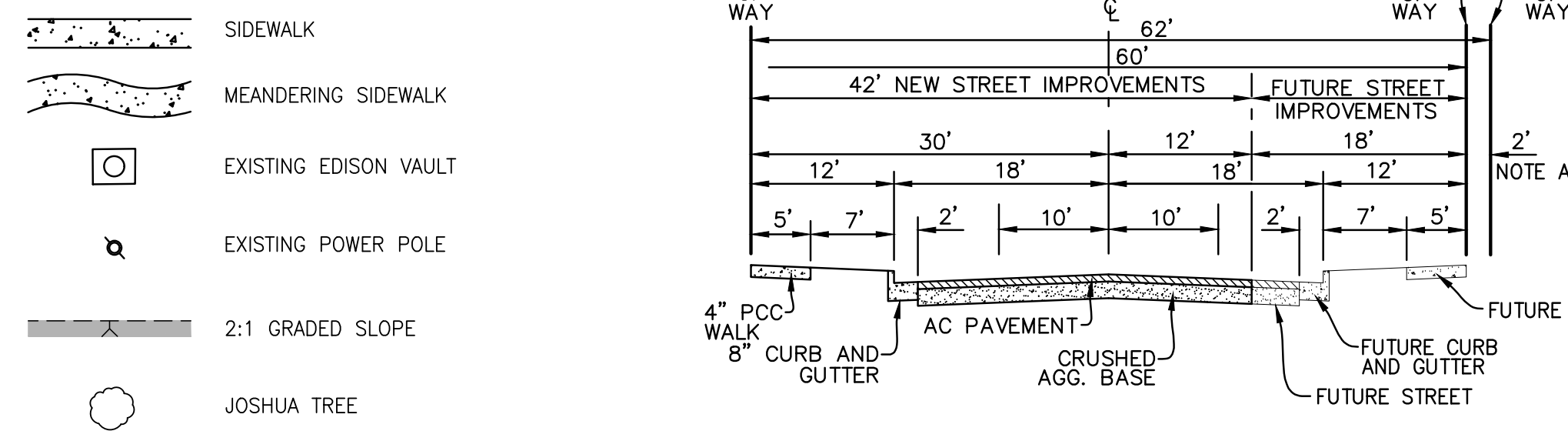
EXISTING LAND USE  
ONSITE - VACANT  
NORTH - VACANT  
SOUTH - VACANT  
EAST - VACANT  
WEST - VACANT

EXISTING ZONING: R-15000 AND R-10000  
PROPOSED ZONING: R-7000

### EARTHWORK:

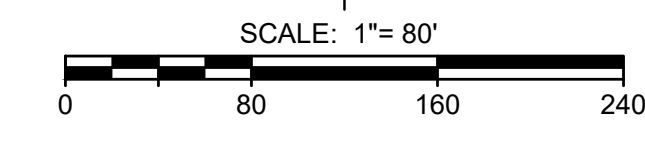
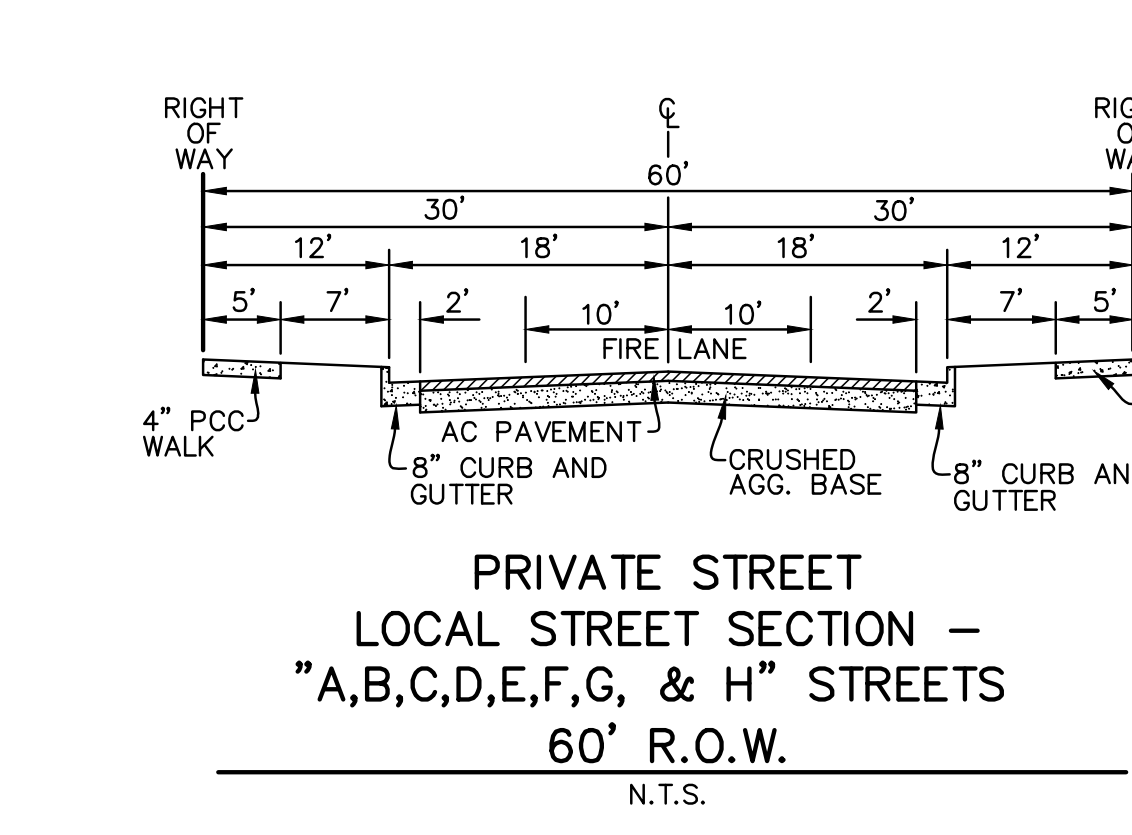
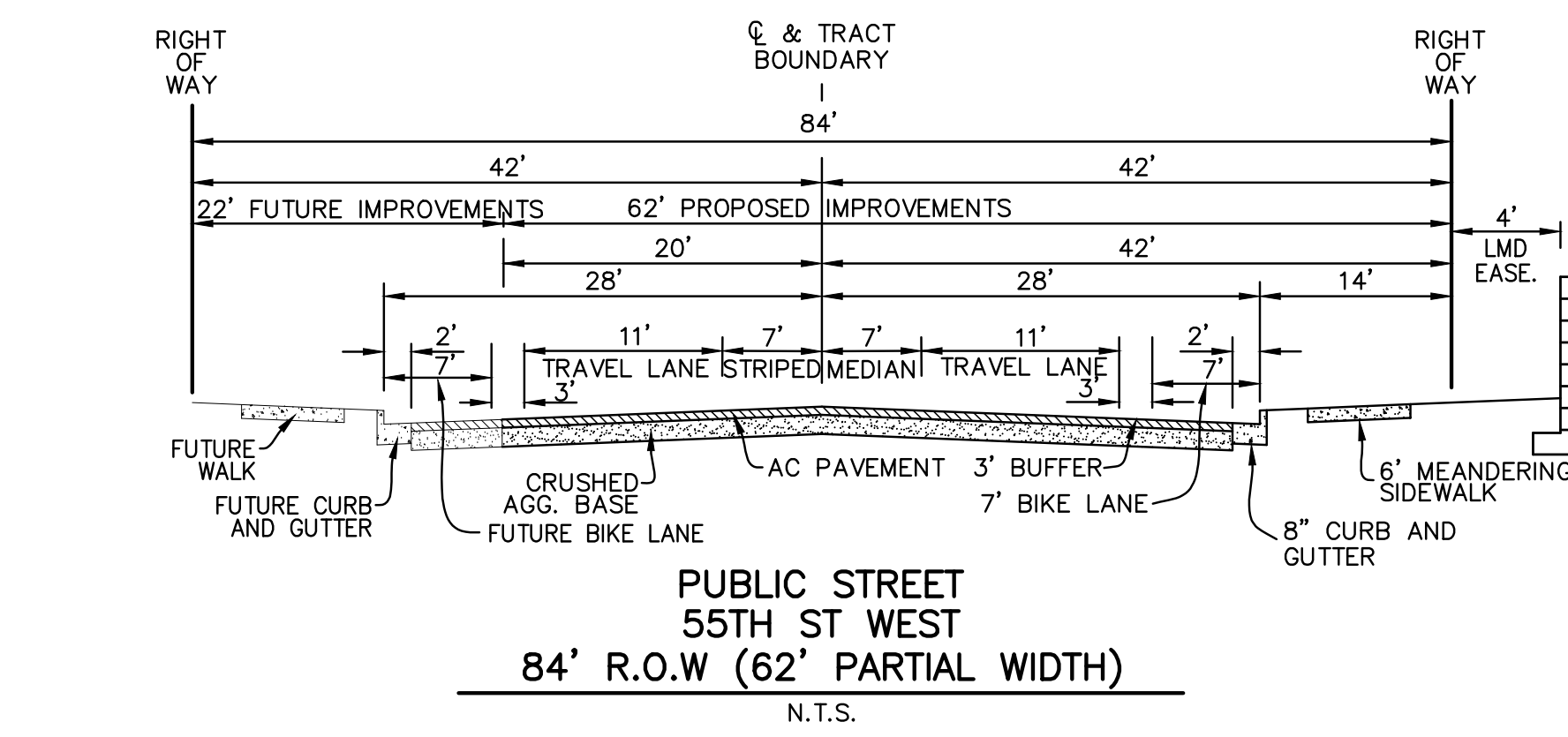
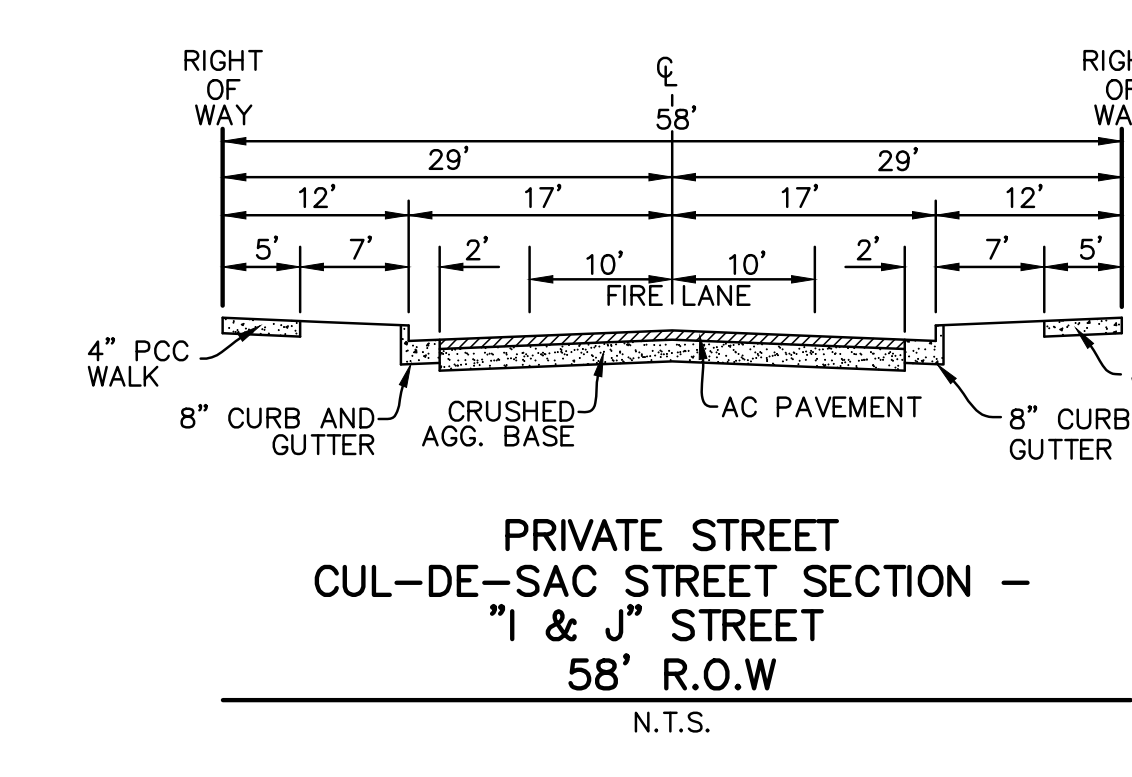
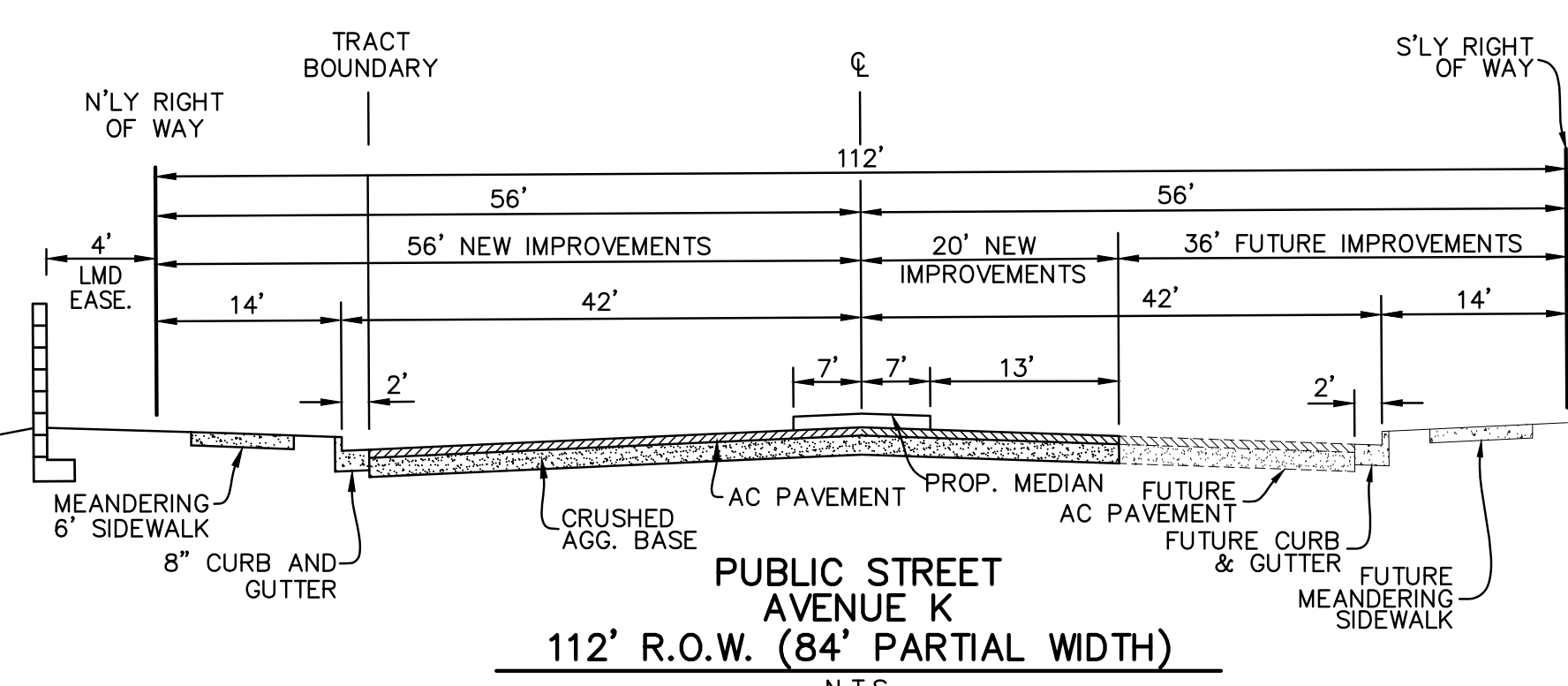
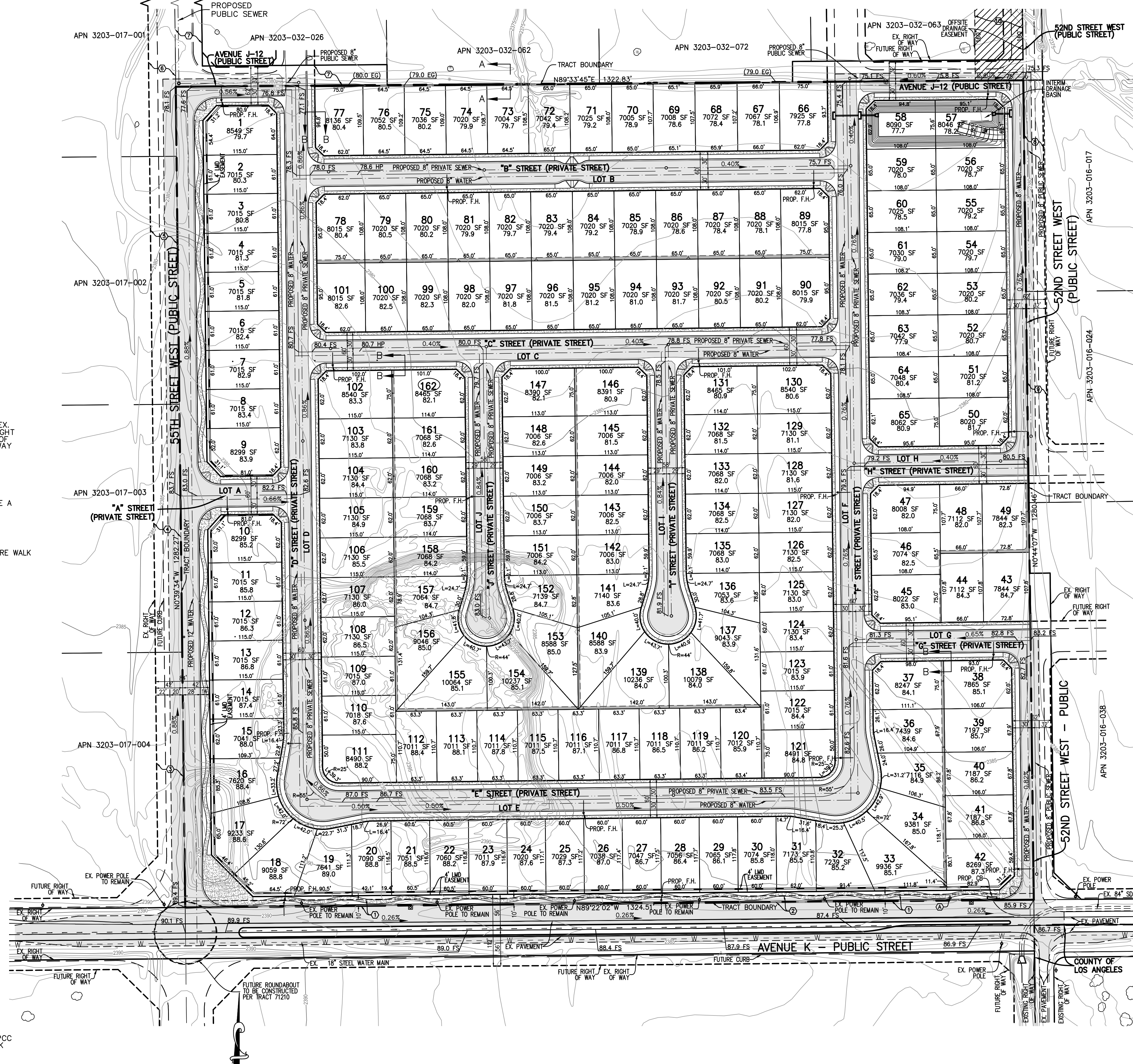
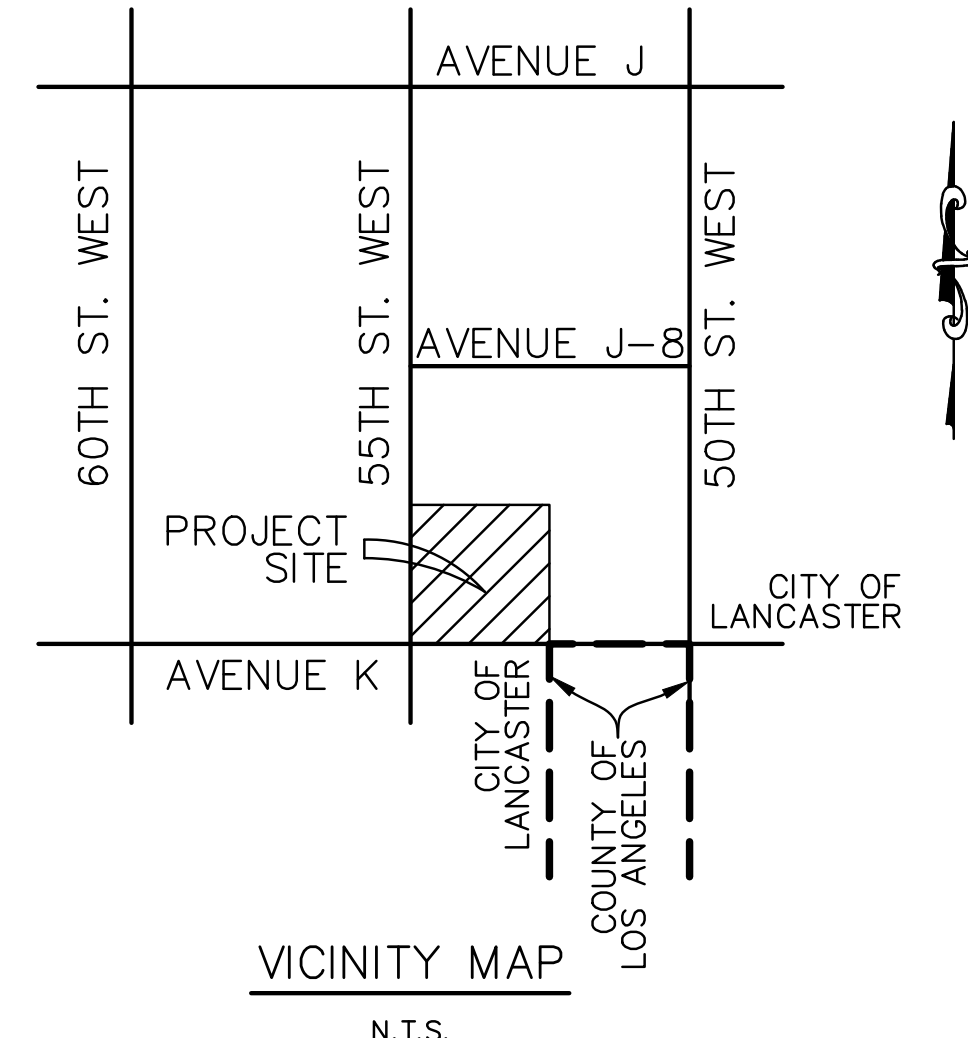
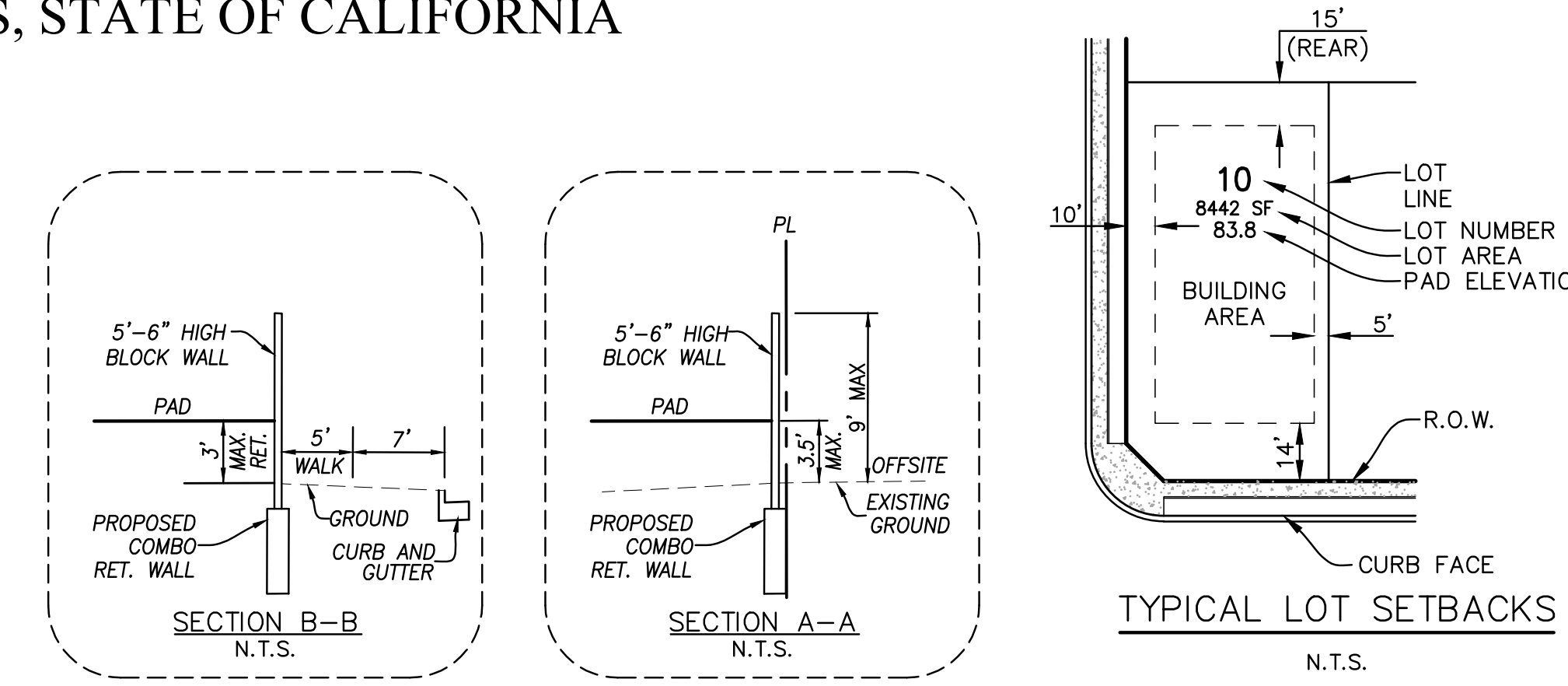
RAW CUT: 82,162 CY  
RAW FILL: 47,400 CY  
OVERLAY (5' PAD AREA, 2' STREET): 309,031 CY  
STREET UNDERCUT (2'): 28,338 CY  
SUBSIDENCE (1'): 5,203 CY  
SHRINKAGE (15%): 54,245 CY  
NET EXPORT: 3,652 CY

### LEGEND:



### EASEMENTS:

1. A 10 FOOT EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES GRANTED TO SOUTHERN CALIFORNIA EDISON, RECORDED APRIL 1, 1986 AS INSTRUMENT NO. 86-398334 OF OFFICIAL RECORDS.
2. A 10 FOOT EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES GRANTED TO SOUTHERN CALIFORNIA EDISON, RECORDED APRIL 22, 1986 AS INSTRUMENT NO. 86-490174 OF OFFICIAL RECORDS.
3. A 42 FOOT EASEMENT FOR PUBLIC ROAD AND HIGHWAY, UTILITY, AND INCIDENTAL PURPOSES GRANTED TO CITY OF LANCASTER, RECORDED APRIL 5, 2006 AS INSTRUMENT NO. 06-0789306 OF OFFICIAL RECORDS.
4. A 42 FOOT EASEMENT FOR PUBLIC ROAD AND HIGHWAY, UTILITY, AND INCIDENTAL PURPOSES GRANTED TO CITY OF LANCASTER, RECORDED APRIL 5, 2006 AS INSTRUMENT NO. 06-0789304 OF OFFICIAL RECORDS.
5. A 42 FOOT EASEMENT FOR PUBLIC ROAD AND HIGHWAY, UTILITY, AND INCIDENTAL PURPOSES GRANTED TO CITY OF LANCASTER, RECORDED APRIL 5, 2006 AS INSTRUMENT NO. 06-0789305 OF OFFICIAL RECORDS.
6. A 42 FOOT EASEMENT FOR PUBLIC ROAD AND HIGHWAY, UTILITY, AND INCIDENTAL PURPOSES GRANTED TO CITY OF LANCASTER, RECORDED APRIL 5, 2006 AS INSTRUMENT NO. 06-0789313 OF OFFICIAL RECORDS.
7. A 42 FOOT AND 32 FOOT EASEMENT FOR PUBLIC ROAD AND HIGHWAY, UTILITY, AND INCIDENTAL PURPOSES GRANTED TO CITY OF LANCASTER, RECORDED APRIL 5, 2006 AS INSTRUMENT NO. 06-0789309 OF OFFICIAL RECORDS.
8. A 32 FOOT EASEMENT FOR PUBLIC ROAD AND HIGHWAY, UTILITY, AND INCIDENTAL PURPOSES GRANTED TO CITY OF LANCASTER, RECORDED APRIL 5, 2006 AS INSTRUMENT NO. 06-0789315 OF OFFICIAL RECORDS.
9. A 32 FOOT EASEMENT FOR PUBLIC ROAD AND HIGHWAY, UTILITY, AND INCIDENTAL PURPOSES GRANTED TO CITY OF LANCASTER, RECORDED APRIL 5, 2006 AS INSTRUMENT NO. 06-0789303 OF OFFICIAL RECORDS.
10. A 75 FOOT EASEMENT FOR DRAINAGE PURPOSES AND ALONG WITH APPURTENANT STRUCTURES GRANTED TO CITY OF LANCASTER, RECORDED OCTOBER 10, 2005 AS INSTRUMENT NO. 05-2445945 OF OFFICIAL RECORDS.



PREPARED BY:  
**UNITED CIVIL INC.**  
30141 Agoura Road, Suite 215  
Agoura Hills, CA 91301  
PH: (818) 707-8648



REV #	DATE	REVISIONS

CITY OF LANCASTER  
TENTATIVE TRACT  
MAP NO. 61920



COMMUNITY  
DEVELOPMENT

## City of Lancaster Initial Study

- 
1. **Project title and File Number:** Tentative Tract Map No. 61920/  
Zone Change No. 21-04
  2. **Lead agency name and address:** City of Lancaster  
Development Services Department  
Community Development Division  
44933 Fern Avenue  
Lancaster, California 93534
  3. **Contact person and phone number:** Monique Garibay, Planner  
City of Lancaster  
Development Services Department  
(661) 723-6100
  4. **Location:** 38.9± acres at the northeast corner of 55th  
Street West and Avenue K (Assessor  
Parcel Numbers: 3203-016-035, -036, -037)  
(see Figure 1)
  5. **Applicant name and address:** United Civil, Inc  
30141 Agoura Road, Suite 215  
Agoura Hills, CA 91301
  6. **General Plan designation:** Urban Residential (UR)
  7. **Zoning:** R-10,000 (single family residential,  
minimum lot size 10,000 square feet) & R-  
15,000 (single family residential, minimum  
lot size 15,000 square feet) (current)  
  
R-7,000 (single family residential, minimum  
lot size 7,000 square feet) (proposed)
  8. **Description of project:**  

The proposed project consists of a subdivision of approximately 38.9± acres into 169 single-family residential lots, as well as, a proposal to change the zoning from R-10,000 and R-15,000 to R-7,000. The lots range from 7,011 square feet to 9,936 square feet. Access to the subdivision would be provided from 52<sup>nd</sup> and 55<sup>th</sup> Street West and all of the streets within the development would be private.



**Figure 1, Project Location Map**

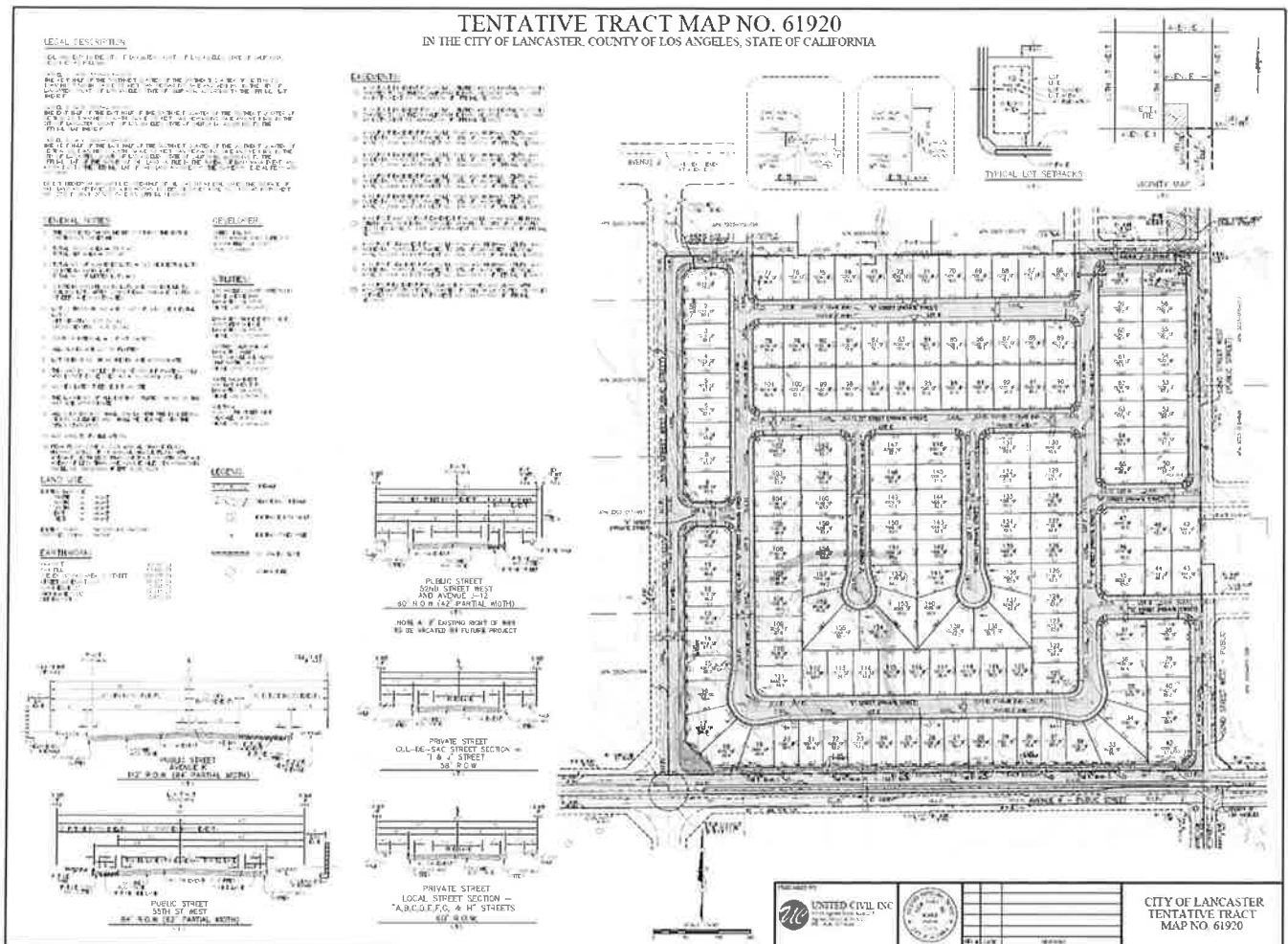


Figure 2, Conceptual Site Plan

**9. Surrounding land uses and setting:**

The project site is currently undeveloped and vacant. The properties surrounding the project site are predominantly vacant land with some single-family homes. Single family residential subdivisions located further to the east and west. The property to the south is vacant and Sundown Elementary School is located 0.6 miles to the northwest. The State Prison is located approximately one mile to the north. Table 1 provides the zoning and the land uses of the properties adjacent to the site.

**Table 1  
Zoning/Land Use Information**

Direction	Zoning		Land Use
	City	County	
North	R-10,000	N/A	Vacant
East	R-10,000, R-15,000	N/A	Vacant
South	R-10,000	N/A	Vacant
West	R-7,000	N/A	Vacant

**10. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement.)**

Approvals from other public agencies for the proposed project include, but are not limited to, the following:

- California Department of Fish and Wildlife (CDFW)
- Antelope Valley Air Quality Management District (AVAQMD)
- Los Angeles County Fire Department
- Los Angeles Waterworks District 40
- Southern California Edison

**11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code Section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?**

In accordance with Assembly Bill (AB) 52, consultation letters for the proposed project were sent to six individuals associated with five tribes identified in the cultural resource report and/or who had requested to be included in the process. These letters were mailed on December 7, 2021 via certified return receipt mail. Table 2 identifies the tribes, the person to whom the letter was directed, and the date the letter was received.

**Table 2**  
**Tribal Notification**

<b>Tribe</b>	<b>Person/Title</b>	<b>Date Received</b>
Gabrieleno Band of Mission Indians -Kizh Nation	Andrew Salas, Chairman	December 10, 2021
Yuhaaviatam of San Manuel Nation	Ryan Nordness, Cultural Resource Analyst	December 10, 2021
Fernandeño Tataviam Band of Mission Indians	Jairo Avila, Tribal Historic and Cultural Preservation Officer	December 9, 2021
Fernandeño Tataviam Band of Mission Indians	Rudy Ortega, Tribal President	December 10, 2021
Quechan Tribe of the Fort Yuma Reservation	Jill McCormick, Historic Preservation Officer	December 15, 2021
Moronggo Band of Mission Indians	Robert Martin, Chairperson	December 10, 2021

A response was received from two tribes: Fernandeño Tataviam Band of Mission Indians and Yuhaaviatam of San Manuel Nation (YSMN). The project area was identified as being located within ancestral territory, but the tribes did not identify specific tribal resources within the site. The tribes requested specific mitigation measures, such as, tribal monitors be included for this project. These mitigation measures would ensure the proper handling and notification to the tribes and can be seen in the cultural resources section.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist on the following pages.

<input type="checkbox"/>	Aesthetics	<input type="checkbox"/>	Agriculture and Forestry Resources	<input type="checkbox"/>	Air Quality
<input type="checkbox"/>	Biological Resources	<input type="checkbox"/>	Cultural Resources	<input type="checkbox"/>	Energy
<input type="checkbox"/>	Geology/Soils	<input type="checkbox"/>	Greenhouse Gas Emissions	<input type="checkbox"/>	Hazards & Hazardous Materials
<input type="checkbox"/>	Hydrology/Water Quality	<input type="checkbox"/>	Land Use/Planning	<input type="checkbox"/>	Mineral Resources
<input type="checkbox"/>	Noise	<input type="checkbox"/>	Population/Housing	<input type="checkbox"/>	Public Services
<input type="checkbox"/>	Recreation	<input type="checkbox"/>	Transportation	<input type="checkbox"/>	Tribal Cultural Resources
<input type="checkbox"/>	Utilities/Service Systems	<input type="checkbox"/>	Wildfire	<input type="checkbox"/>	Mandatory Findings of Significance

DETERMINATION: On the basis of this initial evaluation:

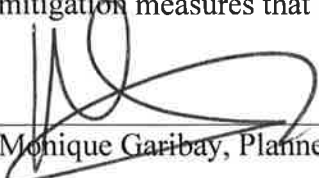
I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only effects that remain to be addressed.

I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

  
 Monique Garibay, Planner

9/7/22  
 Date

#### EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses,” as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
  - a. Earlier Analysis Use. Identify and state where they are available for review.
  - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - c. Mitigation Measures. For effects that are “Less Than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.



- 7) **Supporting Information Sources:** A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
  - a. The significance criteria or threshold, if any, used to evaluate each question; and
  - b. The mitigation measure identified, if any, to reduce the impact to less than significance.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
I. <u>AESTHETICS</u> . Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings with a state scenic highway?				X
c) In non-urbanized areas, substantially degrade the existing visual character or quality or public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views of the area?			X	

- a. The City of Lancaster General Plan identifies five scenic areas in the City and immediately surrounding the area (LMEA Figure 12.0-1). Views of these scenic areas are not generally visible from the project site or the surrounding roadways. However, views of open desert and the mountains surrounding the Antelope Valley are available from the project site and roadways. With implementation of the proposed project, the views would not change and would continue to be available from the roadways and project site. Therefore, no impact would occur.
- b. The project site is not located along any designated State Scenic Highways. Additionally, the project site does not contain any rock outcroppings, trees, or historic structures. Therefore, no impacts would occur.
- c. The proposed project is consistent with the zoning code as it pertains to this use and proposed zone. Additionally, the City of Lancaster adopted Design Guidelines on December 8, 2009 (updated March 30, 2010). These guidelines provide the basis to achieve quality design for all development within the City. Development of the proposed project would change the visual character of the project site from vacant land to a residential subdivision of 169 lots. The new development would conform to design standards for subdivisions, the intent of the design guidelines, and would be compatible with nearby developments. Prior to the issuance of building

permits for the project, the elevations of the models would be subject to review by the Community Development Division to ensure that the elevations are consistent with the design guidelines and City's vision for the look of the community. Therefore, impacts would be less than significant.

- d. Currently, no light is generated on the project site. Light generated in the area is minimal and primarily from residential lighting, vehicle headlights, and street lights. Light from the prison is visible to the north. The light generated from the project site would be in the form of motor vehicles, street lights, and residential lighting. The proposed street lights within the development would be directed downward onto the project site. Additionally, the proposed project would not introduce substantial amounts of glare as the development would be constructed primarily from non-reflective materials. Therefore, impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<p>II. <u>AGRICULTURE AND FORESTRY RESOURCES.</u> In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</p>				
<p>a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?</p>				X
<p>b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?</p>				X
<p>c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined in Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?</p>				X
<p>d) Result in the loss of forest land or conversion of forest land to non-forest use?</p>				X
<p>e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?</p>				X

- a. The California Department of Conservation, Division of Land Resource Protection, Farmland Mapping and Monitoring Program (FMMP), tracks and categorizes land with respect to agricultural resources. Land is designated as one of the following and each has a specific definition: Prime Farmland, Farmland of Statewide Importance, Unique Farmland, Farmland of Local Importance, Grazing Land, Urban and Built-Up Land, and Other Land.

The maps for each county are updated every two years. The Los Angeles County Farmland Map was last updated in 2018. Based on the 2018 map, the project site is designated as Other Land.

Other Land is defined as "land not included in any other mapping category. Common examples include low density rural developments, brush, timber, wetland, and riparian areas not suitable for livestock grazing, confined livestock, poultry, or aquaculture facilities, strip mines, borrow pits, water bodies smaller than 40 acres. Vacant and non-agricultural land surrounded on all sides by urban development and greater than 20 acres is mapped as other land." As the project is not designated as farmland of importance by the State nor is it currently utilized for agricultural purposes, no impacts to agricultural resources would occur.

- b. The project site is currently zoned R-10,000 and R-15,000 and is proposed to change to R-7,000. These zones do not allow for agricultural uses. Additionally, neither the project site, nor properties in the vicinity of the project site are under a Williamson Act contract. Therefore, no impacts would occur.
- c-d. According to the City of Lancaster's General Plan, there are no forests or timberlands located within the City of Lancaster. Therefore, the proposed project would not result in the rezoning of forest or timberland and would not cause the loss of forest land or the conversion of forest land to non-forest land. Therefore, no impacts would occur.
- e. See responses to Items IIa-d.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
III. <b>AIR QUALITY.</b> Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?				X
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			X	
c) Expose sensitive receptors to substantial pollutant concentrations?		X		
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X	

- a. Development proposed under the City's General Plan would not create air emissions that exceed the Air Quality Management Plan (GPEIR pgs. 5.5-21 to 5.5-22). The project site is designated as UR and zoned R-10,000 and R-15,000 with a proposal to change the zoning to R-7,000. Residential subdivisions are a permitted use under these zones with the density varying only slightly. As such, any emissions associated with the proposed project have already been accounted for and the proposed project would not conflict with or obstruct the implementation of the Air Quality Management Plan and no impacts would occur.
- b. The project site is within the boundary of the Antelope Valley Air Quality Management District (AVAQMD) and therefore, are subject to compliance with the thresholds established by the AVAQMD. These thresholds were provided in the AVAQMD's California Environmental Quality Act (CEQA) and Federal Conformity Guidelines document, dated August 2016. These thresholds have been summarized below in Table 3.

**Table 3**  
**AVAQMD Air Quality Thresholds**

Criteria Pollutant	Daily Threshold (Pounds)	Annual Threshold (Tons)
Oxides of Nitrogen (NO <sub>x</sub> )	137	25
Volatile Organic Compounds (VOC)	137	25
Oxides of Sulfur (SO <sub>x</sub> )	137	25
Particulate Matter (PM <sub>10</sub> )	82	15
Particulate Matter (PM <sub>2.5</sub> )	65	12
Hydrogen Sulfide (H <sub>2</sub> S)	54	10
Lead (Pb)	3	0.6

Construction of the proposed project would generate air emissions associated with grading, use of heavy equipment, construction worker vehicles, etc. However, the emissions are not anticipated to exceed the established thresholds identified above due to the size and the type of proposed project.

The proposed project would generate approximately 1,595 daily vehicle trips as determined by the City Traffic Engineer. These trips would generate air emissions; however, the amount of emissions from the estimated vehicle trips would not be sufficient to create or significantly contribute towards violations of air quality standards. Therefore, emissions associated with the occupancy of the proposed subdivision would be less than significant.

- c. The closest sensitive receptors are single-family residences to the west and southeast of the project site, as well as, Sundown Elementary School located approximately 0.6 miles northwest of the project site. The trips associated with the proposed project would generate emissions; however, the amount of traffic generated by the project is not sufficient enough to significantly impact nearby intersections or roadways and create or contribute considerably to violations of air quality standards on either a localized or regional basis. Therefore, substantial pollutant concentrations would not occur and impacts would be less than significant.

However, since the construction of the proposed project would result in the disturbance of the soil, it is possible individuals could be exposed to Valley Fever. Valley Fever or coccidioidomycosis, is primarily a disease of the lungs caused by the spores of the *Coccidioides immitis* fungus. The spores are found in soils, become airborne when the soil is disturbed, and are subsequently inhaled into the lungs. After the fungal spores have settled in the lungs, they change into a multicellular structure called a spherule. Fungal growth in the lungs occurs as the spherule grows and bursts, releasing endospores, which then develop into more spherules.

Valley Fever is not contagious, and therefore, cannot be passed on from person to person. Most of those who are infected would recover without treatment within six months and would have a life-long immunity to the fungal spores. In severe cases, especially in those patients with rapid and extensive primary illness, those who are at risk for dissemination of disease, and those who have disseminated disease, antifungal drug therapy is used.

Nearby sensitive receptors as well as workers at the project site could be exposed to Valley Fever from fugitive dust generated during construction. There is the potential that cocci spores would be stirred up during excavation, grading, and earth-moving activities, exposing construction workers and nearby sensitive receptors to these spores and thereby to the potential of contracting Valley Fever. However, implementation of Mitigation Measures 11 (see Geology and Soils) which requires the project operator to implement dust control measures in compliance with AVAQMD Rule 403, and implementation of Mitigation Measure 1, below, which would provide personal protective respiratory equipment to construction workers and provide information to all construction personnel and visitors about Valley Fever, the risk of exposure to Valley Fever would be minimized to a less than significant level.

### Mitigation Measures

1. Prior to ground disturbance activities, the project operator shall provide evidence to the Development Services Director that the project operator and/or construction manager has developed a “Valley Fever Training Handout”, training, and schedule of sessions for education to be provided to all construction personnel. All evidence of the training session materials, handout(s) and schedule shall be submitted to the Development Services Director within 24 hours of the first training session. Multiple training sessions may be conducted if different work crews will come to the site for different stages of construction; however, all construction personnel shall be provided training prior to beginning work. The evidence submitted to the Development Services Director regarding the “Valley Fever Training Handout” and Session(s) shall include the following:
  - A sign-in sheet (to include the printed employee names, signature, and date) for all employees who attended the training session.
  - Distribution of a written flier or brochure that includes educational information regarding the health effects of exposure to criteria pollutant emissions and Valley Fever.
  - Training on methods that may help prevent Valley Fever infection.
  - A demonstration to employees on how to use personal protective equipment, such as respiratory equipment (masks), to reduce exposure to pollutants and facilitate recognition of symptoms and earlier treatment of Valley Fever. Where respirators are required, the equipment shall be readily available and shall be provided to employees for use during work. Proof that the demonstration is included in the training shall be submitted to the county. This proof can be via printed training materials/agenda, DVD, digital media files, or photographs.

The project operator also shall consult with the Los Angeles County Public Health to develop a Valley Fever Dust Management Plan that addresses the potential presence of the *Coccidioides* spore and mitigates for the potential for *Coccidioidomycosis* (Valley Fever). Prior to issuance of permits, the project operator shall submit the Plan to the Los Angeles County Public Health for review and comment. The Plan shall include a program to evaluate the potential for exposure to Valley Fever from construction activities and to identify appropriate safety procedures that shall be implemented, as needed, to minimize



personnel and public exposure to potential *Coccidioides* spores. Measures in the Plan shall include the following:

- Provide HEP-filters for heavy equipment equipped with factory enclosed cabs capable of accepting the filters. Cause contractors utilizing applicable heavy equipment to furnish proof of worker training on proper use of applicable heavy equipment cabs, such as turning on air conditioning prior to using the equipment.
- Provide communication methods, such as two-way radios, for use in enclosed cabs.
- Require National Institute for Occupational Safety and Health (NIOSH)-approved half-face respirators equipped with minimum N-95 protection factor for use during worker collocation with surface disturbance activities, as required per the hazard assessment process.
- Cause employees to be medically evaluated, fit-tested, and properly trained on the use of the respirators, and implement a full respiratory protection program in accordance with the applicable Cal/OSHA Respiratory Protection Standard (8 CCR 5144).
- Provide separate, clean eating areas with hand-washing facilities.
- Install equipment inspection stations at each construction equipment access/egress point. Examine construction vehicles and equipment for excess soil material and clean, as necessary, before equipment is moved off-site.
- Train workers to recognize the symptoms of Valley Fever, and to promptly report suspected symptoms of work-related Valley Fever to a supervisor.
- Work with a medical professional to develop a protocol to medically evaluate employees who develop symptoms of Valley Fever.
- Work with a medical professional, in consultation with the Los Angeles County Public Health, to develop an educational handout for on-site workers and surrounding residents within three miles of the project site, and include the following information on Valley Fever: what are the potential sources/ causes, what are the common symptoms, what are the options or remedies available should someone be experiencing these symptoms, and where testing for exposure is available. Prior to construction permit issuance, this handout shall have been created by the project operator and reviewed by the project operator and reviewed by the Development Services Director. No less than 30 days prior to any work commencing, this handout shall be mailed to all existing residences within a specified radius of the project boundaries as determined by the Development Services Director. The radius shall not exceed three miles and is dependent upon the location of the project site.
- When possible, position workers upwind or crosswind when digging a trench or performing other soil-disturbing tasks.
- Prohibit smoking at the worksite outside of designated smoking areas; designated smoking areas will be equipped with handwashing facilities.
- Post warnings on-site and consider limiting access to visitors, especially those without

adequate training and respiratory protection.

- Audit and enforce compliance with relevant Cal OSHA health and safety standards on the job site.
- d. Construction of the proposed project is not anticipated to produce significant objectionable odors. Construction equipment may generate some odors, but these odors would be similar to those produced by vehicles traveling on Avenue K and 50<sup>th</sup> Street West. Most objectionable odors are typically associated with industrial projects involving the use of chemicals, solvents, petroleum products and other strong-smelling elements used in manufacturing processes, as well as sewage treatment facilities and landfills. These types of uses are not part of the proposed project. Odors may also be generated by typical residential activities (e.g., cooking, etc.). However, these odors are considered to be normal odors associated with residential development and less than significant. Therefore, impacts associated with odors would be less than significant.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
IV. <u>BIOLOGICAL RESOURCES</u> . Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		X		
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
c) Have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

- a. A biological resources survey was conducted for the project site by Mark Hagan, Wildlife Biologist, and documented a report titled, "Biological Resource Assessment of APN 3203-016-035, 036, and 037, Lancaster, California" and dated September 19, 2021. This report documented the findings of a field survey. The field survey was conducted on August 21, 2021 and September 2, 2021 using pedestrian transects. A total of 29 transects were walked between the two days. The proposed project area was characteristic of a highly disturbed desert field. A drainage feature, oriented southeast-northwest, was observed within the study area. This feature appeared

to be a relic from a manmade drainage south of Avenue K. An old, water retention basin was situated within the southwest corner of the project site. These features are no longer in use and do not contain nor do they convey any water.

**Plants**

A total of twenty-one plant species were observed during the survey as listed in Table 4. Invasive grasses and mustard were the dominant annual species throughout the study area. No alkali mariposa lilies, Barstow woolly sunflowers, desert cymopterus were observed within the project site. Due to the study area having been previously graded or disced in the past, no suitable habitat for these species is present on site.

**Table 4  
 Observed Plant Species**

Rabbit brush/ <i>Chrysothamnus nauseosis</i>	Four-wing saltbrush/ <i>Atriplex canescens</i>	Mormon tea/ <i>Ephedra nevadensis</i>
Fiddleneck/ <i>Amsinckia tessellata</i>	Desert straw/ <i>Stephanomeria pauciflora</i>	Blue mantle/ <i>Eriastrum diffusum</i>
Turkey mullein/ <i>Eremocarpus setigerus</i>	Flat-topped buckwheat/ <i>Eriogonum deflexum</i>	Autumn vinegar-weed/ <i>Lessingia germanorum</i>
Vinegar weed/ <i>Trichostema lanceolatum</i>	Russian thistle/ <i>Salsola iberica</i>	Red-stem filaree/ <i>Erodium cicutarium</i>
Annual burweed/ <i>Franseria acanthicarpa</i>	Jimson weed/ <i>Datura meteloides</i>	Prickly lettuce/ <i>Lactuca seriola</i>
Tumble mustard/ <i>Sisymbrium altisissimum</i>	Nevada blue grass/ <i>Poa secunda</i>	Cheat grass/ <i>Bromus tectorum</i>
Red brome/ <i>Bromus rubens</i>	Schismus/ <i>Schismus</i> sp	Giant reed/ <i>Arundo donax</i>

**Animals**

A total of twenty-one wildlife species were observed on the project site and Table 5 provides a listing of all animal species observed on the project site.

**Table 5**  
**Observed Animal Species**

Rodents/ Order: Rodentia	Kangaroo rat/ <i>Dipodomys</i> sp.	Desert cottontail/ <i>Sylvilagus auduboni</i>
Black-tailed jackrabbit/ <i>Lepus californicus</i>	Coyote/ <i>Canis latrans</i>	Domestic dog/ <i>Canis familiaris</i>
Domestic cat/ <i>Felis</i> sp.	Horse/ <i>Equus</i> sp.	Northern harrier/ <i>Circus cyaneus</i>
Barn owl/ <i>Tyto alba</i>	California quail/ <i>Callipepla californica</i>	Rock dove/ <i>Columba livia</i>
Mourning dove/ <i>Zenaida macroura</i>	Common raven/ <i>Corvus corax</i>	House finch/ <i>Carpodacus mexicanus</i>
Harvester ants Order: Hymenoptera	Grasshopper Order: Orthoptera	Dragonfly Order: Odonata
Spider Order: Araneida	Darkling beetle/ <i>Coelocnemis californicus</i>	Fly Order: Diptera

No desert tortoises, burrowing owls, desert kit foxes, Swainson's hawk, or their sign were observed within the study site. No special status wildlife species or their sign were identified during the survey. No Swainson's hawks have been documented within five miles of the project site. It is unlikely Swainson's hawk would nest within the study site since it is not considered a suitable location for foraging and is frequented by many domestic pets. The project site is not located within the geographic range of Mohave ground squirrels. While no burrowing owls were observed on the project site, it is possible that burrowing owls and other nesting birds could occupy the project site prior to the start of construction. Open concrete water pipes and irrigation structures could be potential cover sites for burrowing owls within the study area. As such, mitigations have been identified for both nesting bird surveys and burrowing owl protocol surveys to ensure impacts remain less than significant. Therefore, the project would have less than significant impacts.

Mitigation Measures

2. No burrowing owls were identified on the project site; however, it is possible that they could occupy the site prior to the start of construction. Burrowing owl protocol surveys shall be conducted on the project site in accordance with the procedures established by the California Department of Fish and Wildlife prior to the start of construction/ground disturbing activities. If burrowing owls are identified using the project site during the surveys, the applicant shall contact the California Department of Fish and Wildlife (CDFW) and appropriate mitigation/management procedures shall be followed. At a minimum, the following shall occur:
  - If burrowing owls are identified during the non-nesting season, a qualified biologist shall install one-way gates to relocate the owl to a suitable nearby property. Upon confirmation that the burrow is empty, the burrowing shall be collapsed.

- In the event that a breeding pair or female owl with offspring are present at a burrow, a buffer zone of at least 50 feet shall be established around the burrow until the offspring have fledged and left the burrow. No work shall occur within the buffer zone. The specific buffer zone shall be established in coordination with CDFW.
3. A nesting bird survey shall be conducted within 30 days prior to the start of construction/ground disturbing activities. If nesting birds are encountered, all work shall cease until either the young birds have fledged or the appropriate permits are obtained from the California Department of Fish and Wildlife (CDFW). If active bird nests are identified using the project site during the survey, the applicant shall contact the California Department of Fish and Wildlife to determine the appropriate mitigation/management requirements. Impact to nests will be avoided by delay of work or establishing a buffer of 500 feet around active raptor nests and 50 feet around other migratory bird species nests.
- b. The project site does not contain any riparian habitat or other sensitive natural communities identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service. Therefore, no impact would occur.
  - c. There are no State or federally protected wetlands on the project site as defined by Section 404 of the Clean Water Act. Therefore, no impacts would occur.
  - d. The project site is not part of an established migratory wildlife corridor. Therefore, no impacts would occur.
  - e. The proposed project would not conflict with any local policies or ordinances, such as a tree preservation policy, protecting biological resources. The proposed project would be subject to the requirements of Ordinance No. 848, Biological Impact Fee, which requires the payment of \$770/acre to offset the cumulative loss of biological resources in the Antelope Valley as a result of development. This fee is required of all projects occurring on previously undeveloped land regardless of the biological resources present and is utilized to enhance biological resources through education programs and the acquisition of property for conservation. Therefore, no impacts would occur.
  - f. There are no Habitat Conservation Plans, Natural Community Conservation Plans, or other approved local, regional, or State habitat conservation plans which are applicable to the project site. The West Mojave Coordinated Habitat Conservation Plan only applies to federal land, specifically land owned by the Bureau of Land Management. In conjunction with the Coordinated Management Plan, a Habitat Conservation Plan (HCP) was proposed which would have applied to all private properties within the Plan Area. However, this HCP was never approved by the California Department of Fish and Wildlife nor was it adopted by the local jurisdictions (counties and cities) within the Plan. As such, there is no HCP that is applicable to the project site and no impacts would occur.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
V. <u>CULTURAL RESOURCES</u> . Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?			X	
b) Cause a substantial adverse change in the significance of an archaeological resources pursuant to §15064.5?		X		
c) Disturb any human remains, including those interred outside of dedicated cemeteries?			X	

a-c. A cultural resource survey was conducted for the project site by Hudlow Cultural Resource Associates and the results documented in a report entitled "A Phase I Cultural Resource Survey for 55<sup>th</sup> Street West and West Avenue K, Tentative Tract 61920, City of Lancaster, California" and dated October 2021. The report includes a records search and a pedestrian survey of the project site.

A records search was conducted at the South Central Coastal Information Center on September 20, 2021. A total of 25 cultural resource surveys have been conducted within a one-half mile radius of the project area. Five surveys addressed the project area, but no cultural resources have been previously identified on the project site.

On September 9, 2021, a field survey was conducted by walking parallel pedestrian transects spaced approximately 15 meters apart. One cultural resource was identified, UC-1, during the field survey. The resource was identified as remains of an underground agricultural water system from the 1940s, which are common in Lancaster. The site is not eligible for nomination to the California Register of Historic Resources under the any of the criteria. The site is not associated with any event or people that have made a significant contribution to local or regional history. In addition, it does not possess artistic values or have information important to the prehistory or history of the local area. No human remains, including those interred outside of formal cemeteries, were discovered on the project site. Therefore, no impacts would be anticipated to occur.

Although one cultural resource was identified during the field study, it is possible that previously unknown resources could be encountered during the course of construction-related activities. Additionally, tribes contacted during the AB 52 process requested that mitigation measures be included as part of the project to ensure the proper handling and treatment of any cultural resources encountered on the project site. These measures have been included and are identified below. With incorporation of these measures, impacts would be less than significant.

### Mitigation Measures

4. The applicant shall retain a professional Native American monitor procured by the Fernandeano Tataviam Band of Mission Indians to observe all clearing, grubbing, and grading operations within the proposed impact areas. If cultural resources are encountered, the Native American monitor will have the authority to request that ground-disturbing activities cease within 60 feet of discovery to assess and document potential finds in real time. One monitor will be required on-site for all ground-disturbing activities in areas designated through additional consultation. However, if ground-disturbing activities occur in more than one of the designated monitoring areas at the same time, then the parties can mutually agree to an additional monitor, to ensure that simultaneously occurring ground-disturbing activities receive thorough levels of monitoring coverage.
5. In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall assess the find. Work on the portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation (YSMN) Cultural Resources Department shall be contacted regarding any pre-contact and/or post-contact/historic era finds and be provided information after the archaeologist makes their initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.
6. The applicant shall, in good faith, consult with the Fernandeano Tataviam Band of Mission Indians on the disposition and treatment of any Tribal Cultural Resource encountered during all ground disturbing activities.
7. If humans or funerary objects are encountered during any construction activities associated with the proposed project, work within 100-foot buffer shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code Section 7050.5.
8. If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.
9. The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted of any pre-contact and/or historic-era cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should SMBMI elect to place a monitor on-site.



10. Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
VI. <u>ENERGY</u> . Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?				X
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficient?				X

- a. Project construction would consume energy in two general forms: 1) the fuel energy consumed by construction vehicles and equipment and 2) bound energy in construction materials, such as asphalt, steel, concrete, pipes, and manufactured or processed materials such as lumber and glass. Fossil fuels used for construction vehicles and other energy-consuming equipment would be used during site clearing, grading, and construction. Fuel energy consumed during construction would be temporary and would not represent a significant demand on energy resources. In addition, some incidental energy conservation would occur during construction through compliance with State requirements that equipment not in use for more than five minutes be turned off. Project construction equipment would also be required to comply with the latest EPA and CARB engine emissions standards. These emissions standards require highly efficient combustion systems that maximize fuel efficiency and reduce unnecessary fuel consumption.

Substantial reductions in energy inputs for construction materials can be achieved by selecting building materials composed of recycled materials that require substantially less energy to produce than non-recycled materials. The project-related incremental increase in the use of energy bound in construction materials such as asphalt, steel, concrete, pipes and manufactured or processed materials (e.g., lumber and gas) would not substantially increase demand for energy compared to overall local and regional demand for construction materials.

The proposed project would consume energy for interior and exterior lighting, heating/ventilation and air conditioning (HVAC), refrigeration, electronics systems, appliances, and security systems, among other things. The proposed project would be required to comply with Title 24 Building Energy Efficiency Standards, which provide minimum efficiency standards related to various building features, including appliances, water and space heating and cooling equipment, building insulation and roofing, and lighting. Implementation of the Title 24 standards significantly reduces energy usage. Furthermore, the electricity provider is subject to California's Renewables Portfolio Standard (RPS). The RPS requires investor owned utilities, electric service providers, and community choice aggregators (CCA) to increase procurement from eligible renewable energy resources to 33 percent of total procurement by 2020 and to 50 percent of total

procurement by 2030. Renewable energy is generally defined as energy that comes from resources, which are naturally replenished within a human timescale such as sunlight, wind, tides, waves, and geothermal heat.

The project would adhere to all Federal, State, and local requirements for energy efficiency, including the Title 24 standards, as well as the project's design features and as such the project would not result in the inefficient, wasteful, or unnecessary consumption of building energy. Therefore, no impacts would occur.

- b. In 1978, the California Energy Commission (CEC) established Title 24, California's energy efficiency standards for residential and non-residential buildings, in response to a legislative mandate to create uniform building codes to reduce California's energy consumption, and provide energy efficiency standards for residential and non-residential buildings. The 2016 standards went into effect on January 1, 2017 and substantially reduce electricity and natural gas consumption. Additional savings result from the application of the standards on building alterations such as cool roofs, lighting, and air distribution ducts.

The California Green Building Standards Code (California Code of Regulations, Title 24, Part 11), commonly referred to as the CALGreen Code, is a statewide mandatory construction code that was developed and adopted by the California Building Standards Commission and the California Department of Housing and Community Development. CALGreen standards require new residential and commercial buildings to comply with mandatory measures under five topical areas: planning and design; energy efficiency; water efficiency and conservation; material conservation and resource efficiency; and environmental quality. An updated version of both the California Building Code and the CALGreen Code went into effect on January 1, 2020.

In 2014, Lancaster created Lancaster Choice Energy (LCE), allowing residents and businesses in Lancaster to choose the source of their electricity, including an opportunity to opt up to 100% renewable energy. SCE continues to deliver the electricity and provide billing, customer service and powerline maintenance and repair, while customers who choose to participate in this program would receive power from renewable electric generating private-sector partners at affordable rates.

The City of Lancaster adopted the Zero Net Energy (ZNE) Home Ordinance in February 2017. The ZNE Ordinance mandates all builders to install a solar system equal to two watts per square foot for each home built. Developers have three options available to comply with the City's ZNE requirement: a solar component, mitigation fees in lieu of a solar component, or a combination of both. The houses constructed as a result of the proposed project would comply with all of these regulations and would not conflict or obstruct a state or local plan for renewable energy or energy efficiency. This ordinance was made obsolete when the CalGreen Code went into effect on January 1, 2020. Therefore, no impacts would occur.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
VII. <u>GEOLOGY AND SOILS</u> . Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?				X
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?		X		
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		

a. The project site is not identified as being in or in proximity to a fault rupture zone (LMEA Figure 2-5). According to the Seismic Hazard Evaluation of the Lancaster East and West Quadrangles,

the project site may be subject to intense seismic shaking (LMEA pg. 2-16). However, the proposed project would be constructed in accordance with the seismic requirements of the Uniform Building Code (UBC) adopted by the City, which would render any potential impacts to a less than significant level. The site is generally level and is not subject to landslides (SSHZ).

Liquefaction is a phenomenon in which the strength and stiffness of a soil is reduced by earthquake shaking or other events. This phenomenon occurs in saturated soils that undergo intense seismic shaking typically associated with an earthquake. There are three specific conditions that need to be in place for liquefaction to occur: loose granular soils, shallow groundwater (usually less than 50 feet below ground surface) and intense seismic shaking. In April 2019, the California Geologic Survey updated the Seismic Hazard Zones Map for Lancaster (SSHZ) (<https://maps.conservation.ca.gov/cgs/EQZApp/app/>). Based on these maps, the project site is not located in an area at risk for liquefaction. No impacts would occur.

- b. The project site is rated as having a low risk for soil erosion (USDA SCS Maps) when cultivated or cleared of vegetation. As such, there remains a potential for water and wind erosion during construction. The proposed project would be required, under the provisions of the Lancaster Municipal Code (LMC) Chapter 8.16, to adequately wet or seal the soil to prevent wind erosion. Additionally, the following mitigation measure shall be required to control dust/wind erosion.

Water erosion controls must be provided as part of the proposed project's grading plans to be reviewed and approved by the Capital Engineering Division. These provisions, which are a part of the proposed project, would reduce any impacts to less than significant levels.

### Mitigation Measures

- 11. The applicant shall submit the required Construction Excavation Fee to the Antelope Valley Air Quality Management District (AVAQMD) prior to the issuance of any grading and/or construction permits. This includes compliance with all prerequisites outlined in District Rule 403, Fugitive Dust, including submission and approval of a Dust Control Plan, installation of signage and the completion of a successful onsite compliance inspection by an AVAQMD field inspector. Proof of compliance shall be submitted to the City.
- c. Subsidence is the sinking of the soil caused by the extraction of water, petroleum, etc. Subsidence can result in geologic hazards known as fissures. Fissures are typically associated with faults or groundwater withdrawal, which results in the cracking of the ground surface. According to Figure 2-3 of the City of Lancaster's Master Environmental Assessment, the project site is not known to be within an area subject to fissuring, sinkholes, or subsidence or any other form of geologic unit or soil instability. The closest sinkholes and fissures are located along Avenue I and 50<sup>th</sup> Street West approximately 1.7 miles north of the project site. For a discussion of potential impacts regarding liquefaction, please refer to Section Item VII.a. Therefore, no impacts would occur.
- d. The soil on the project site is characterized by a low shrink/swell potential (LMEA Figure 2-3). A soils report for the proposed project shall be submitted to the City by the project developer prior to grading and the recommendations of the report shall be incorporated into the development of the proposed project. Therefore, impacts would be less than significant.

- e. The proposed project would be tied into the sanitary sewer system. No septic or alternative means of waste water disposal are part of the proposed project. Therefore, no impacts would occur.
- f. The proposed project would not directly or indirectly destroy a unique paleontological resource, site, or geologic feature. Therefore, no impacts would occur.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
VIII. <u>GREENHOUSE GAS EMISSIONS</u> . Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

a-b. The proposed project consists of a 169-lot residential subdivision and zone change to change the zoning from R-10,000 and R-15,000 to R-7,000. As discussed in Item III.b., the proposed project would generate air emissions during construction and operational activities, some of which may be greenhouse gases. These emissions are anticipated to be less than the thresholds established by AVAQMD due to the size of the project and therefore would not prevent the State from reaching its greenhouse gas reduction targets. Once the development is operational, it would generate emissions, primarily from vehicles and other activities associated with the residential uses, including yard maintenance, heating/cooling maintenance, etc. however, the development would require to comply with the requirements of the City's Net Zero Energy Ordinance, Water Efficient Landscape Ordinance, and other requirements which increase the efficiency of buildings and reduce air emissions. Therefore, impacts would be less than significant.

The proposed project would also be in compliance with the greenhouse gas goals and polices identified in the City of Lancaster General Plan (LMEA p.7-2 to 7-15) and in the City's adopted Climate Action Plan. Therefore, impacts with respect to conflicts with an agency's plans, policies, and regulations would be less than significant.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
IX. <u>HAZARDS AND HAZARDOUS MATERIALS</u> . Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?		X		
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				X
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?			X	

a-b. The proposed project consists of a 169-lot residential subdivision with zone change to change the zoning from R-10,000 and R-15,000 to R-7,000. Typical construction materials would be utilized during development of the subdivision. Occupants of the subdivision would typically utilize household cleaners (e.g., cleanser, bleach, etc.), fertilizer, and potentially limited use of common pesticides. These uses would be similar to other residential development in the area. The



proposed project is not located along a hazardous materials transportation corridor (LMEA p. 9.1-14 and Figure 9.1-4). Therefore, impacts would be less than significant.

- c. The project site is not located within a quarter mile of an existing or proposed school. The closest school to the project site is Sundown Elementary School, located approximately 0.6 miles to the northwest. While a school is located within 0.6 miles of the project site, the proposed project would not generate hazardous emissions or handle hazardous/acutely hazardous materials. Therefore, no impacts would occur.
- d. A Phase I Environmental Site Assessment was prepared for the proposed project by Partner Engineering and Science, Inc. The results of the study are documented in a report entitled "Phase I Environmental Site Assessment Report, Tentative Tract Map No. 61920, Avenue K and 55<sup>th</sup> Street West, Lancaster, California 93536" and dated August 24, 2021.

As part of the environmental site assessment, a site visit was conducted on August 13, 2021. No hazardous materials/waste were observed at the subject site. No evidence of environmental concerns, including hazardous material disposal, sewage discharge, wells, septic systems, underground or above ground (UST/AST) storage tanks, or stressed vegetation, was observed on the project site.

The subject property was utilized for agricultural purposes from at least 1928 until 1977. It is unknown if pesticides and/or herbicides were applied to the crops grown on the property; however, there is a potential for soil contamination in excess of regulatory thresholds for residential uses to occur. During the site visit, soil piles and a soil mound were observed on the property. No evidence of stained soils or unusual odors were identified in association with the soil piles. The soil piles could have been a result of neighboring residential construction, but it is unknown. A mitigation measure has been identified requiring soil sampling and testing to assess the presence or absence of elevated concentrations of agricultural chemicals. In the event that elevated levels are identified, the soil would be removed and disposed of or remediated in accordance with applicable regulations. With implementation of the mitigation measure, impacts would be less than significant.

In addition to the site visit, a regulatory records review was conducted for the project site. The project site and the surrounding properties are not located in any hazardous materials databases. Therefore, no impacts would occur.

### Mitigation Measures

12. A Phase II investigation shall be conducted on the project site to determine the presence or absence of elevated agricultural chemicals. If elevated levels of these chemicals are identified above regulatory levels for residential uses, the site shall be remediated in accordance with the recommendations of the report and all applicable regulations prior to the issuance of any construction related permits.
13. The trash and debris located on the southwestern side of the subject property should be removed for proper off-site disposal in accordance with applicable regulations. Proof of proper disposal shall be provided to the City of Lancaster.

- e. The proposed project is not located within an airport land use plan. The nearest airfield, General William Fox Airfield, is located approximately 4 miles north of the project site. There are no circumstances related to this proximity that could be expected to result in a safety hazard for people residing in the project area, therefore no impacts would occur.
- f. The traffic generated by the proposed project is not expected to block the roadways. Improvements that have been conditioned as part of the project would ensure that traffic operates smoothly. Therefore, the proposed project would not impair or physically block any identified evacuation routes and would not interfere with any adopted emergency response plan. Impacts would not occur.
- g. The surrounding properties are vacant land and single-family residences. It is possible that these lots could be subject to grass and building fires. The project site is also located approximately 1.4 miles from Los Angeles County Fire Station No. 84, located at 5030 Avenue L-14, which would serve the project site in the event of a fire. Therefore, potential impacts from wildland fires would be less than significant.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
X. <u>HYDROLOGY AND WATER QUALITY</u> . Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			X	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) Result in substantial erosion or siltation on- or off-site			X	
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site			X	
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff			X	
iv) Impede or redirect flood flows			X	
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				X
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			X	

- a. The project site is not located in an area with an open body of water or in an aquifer recharge area. The proposed project would be required to comply with all applicable provisions of the National Pollutant Discharge Elimination System (NPDES) program. The NPDES program

establishes a comprehensive storm water quality program to manage urban storm water and minimize pollution of the environment to the maximum extent practicable. The reduction of pollutants in urban storm water discharge through the use of structural and nonstructural Best Management Practices (BMPs) is one of the primary objectives of the water quality regulations. BMPs that are typically used to management runoff water quality include controlling roadway and parking lot contaminants by installing oil and grease separators at storm drain inlets, cleaning parking lots on a regular basis, incorporating peak-flow reduction and infiltration features (grass swales, infiltration trenches and grass filter strips) into landscaping and implementing educational programs. The proposed project would incorporate appropriate BMPs during construction, as determined by the City of Lancaster Development Services Department. Therefore, impacts would be less than significant.

The proposed project consists of the subdivision of 169 single-family residences lots and a zone change to change the zoning from R-10,000 and R-15,000 to R-7,000. Single family residences are not a use that would normally generate wastewater that violates water quality standards or exceeds waste discharge requirements. Therefore, impacts would be less than significant.

- b. The proposed project would not include any groundwater wells or pumping activities. All water supplied to the proposed project would be obtained from Los Angeles County Waterworks District No. 40. Therefore, impacts would be less than significant.
- c. Development of the proposed project would increase the amount of surface runoff as a result of impervious surfaces associated with the grading of the site. The proposed project would be designed, on the basis of a hydrology study, to accept current flows entering the property and to handle the additional incremental runoff from the developed sites. Therefore, impacts from drainage and runoff would be less than significant.

The project site is designated as Flood Zone X-Shaded per the Flood Insurance Rate Map (06037C0415F). Flood Zone X-Shaded is located outside of the 100-year flood zone but within the 500-year flood zone. Therefore, impacts would be less than significant.

- d. The project site is not located within a coastal zone. Therefore, tsunamis are not a potential hazard. The project site is relatively flat and does not contain any enclosed bodies of water and is not located in close proximity to any other large bodies of water. Therefore, the proposed project would not be subject to inundation by seiches or mudflows. No impacts would occur.
- e. The proposed project would not conflict or obstruct the implementation of the applicable water quality control plan or sustainable groundwater management plan. For additional information see responses X.a through X.c. Impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>XI. LAND USE AND PLANNING.</b> Would the project:				
a) Physically divide an established community?				X
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				X

- a. The proposed project consists of the construction and occupancy of 169 single-family residences and a zone change to change the zoning from R-10,000 and R-15,000 to R-7,000. The project site is located at the northeast corner of 55th Street West and Avenue K on vacant land. The proposed project would not block a public street, trail, other access route, or result in a physical barrier that would divide the community. Therefore, no impacts would occur.
- b. The proposed project is consistent with the City’s General Plan and must be in conformance with the Lancaster Municipal Code. The proposed project will be in compliance with the City-adopted Uniform Building Code (UBC) and erosion control requirements (Section VII). Additionally, as noted Section IV, the project site is not subject to and would not conflict with a habitat conservation plan or natural communities conservation plan. Therefore, no impacts would occur.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>XII. MINERAL RESOURCES.</b> Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

a-b. The project site does not contain any mining or recovery operations for mineral resources and no such activities have occurred on the project site in the past. According to the LMEA (Figure 2-4 and page 2-8), the project site is not designated as Mineral Reserve 3 (contains potential but presently unproven resources). Additionally, it is not considered likely that the Lancaster area has large, valuable mineral and aggregate deposits. Therefore, no impacts to mineral resources would occur.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
XIII. <u>NOISE</u> . Would the project:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X		
b) Generation of excessive groundborne vibration or groundborne noise levels?				X
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X

- a. The City’s General Plan (Table 3-1) establishes an outdoor maximum CNEL of 65 dBA for residential uses. Table 8-11 of the LMEA provides the existing roadway noise levels adjacent to the project site. The current noise levels in the vicinity of the project site is as follows: Avenue K between 60th Street West and 50th Street West is 59.5 dBA; 50th Street West between Avenue J and Avenue K is 59.5dBA; and on 60<sup>th</sup> Street West between Avenue J and Avenue K is 59.6 dBA. However, the project as proposed would not exceed the 65-dBA threshold. These are consistent with the standards of the General Plan. While this noise level is consistent with the standards of the General Plan additional features of the proposed project (e.g., landscaping, block walls, etc.) would ensure that the project remains in compliance with the General Plan. Therefore, potential noise impacts associated with traffic from the proposed development and operational activities would be less than significant.

Construction activities associated with earth-moving equipment and other construction machinery would temporarily increase noise levels for adjacent land uses. Noise sensitive receptors are located immediately adjacent to the project site and construction noise would like be audible at these locations. However, all construction activities would occur in accordance with the City's noise ordinance with respect to days of the week and time of day and mitigation measures have been identified to reduce the noise generated by construction activities to the extent feasible. With incorporation of these measures, construction noise would still be audible but would not exceed established standards and impacts would be less than significant.

### Mitigation Measures

14. Construction operations shall not occur between 8 p.m. and 7 a.m. on weekdays or Saturday or at any time on Sunday. The hours of any construction-related activities shall be restricted to periods and days permitted by local ordinance.
  15. The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. A clear appeal process to the owner shall be established prior to construction commencement that will allow for resolution of noise problems that cannot be immediately solved by the site supervisor.
  16. Electrically powered equipment shall be used instead of pneumatic or internal combustion powered equipment, where feasible.
  17. Material stockpiles and mobile equipment staging, parking and maintenance areas shall be located as far away as practicable from noise-sensitive receptors.
  18. The use of noise producing signals, including horns, whistles, alarms, and bells shall be for safety warning purposes only.
  19. No project-related public address or music system shall be audible at any adjacent receptor.
  20. All noise producing construction equipment and vehicles using internal combustion engines shall be equipped with mufflers, air-inlet silencers where appropriate, and any other shrouds, shields, or other noise-reducing features in good operating condition that meet or exceed original factor specifications. Mobile or fixed "package" equipment (e.g., arc-welders, air compressors, etc.) shall be equipped with shrouds and noise control features that are readily available for the type of equipment.
- b. It is not anticipated that the grading of the proposed project would require the use of machinery that generates ground-borne vibration as no major subsurface construction (e.g., parking garage) is planned. No ground mounted industrial-type equipment that generates ground vibration would be utilized once the project is constructed and operational. Therefore, no impacts associated with ground-borne vibration/noise are anticipated.
- c. The project site is not in proximity to an airport or a frequent overflight area and would not experience noise from these sources. Therefore, no impacts would occur.



	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>XIV. <u>POPULATION AND HOUSING.</u> Would the project:</b>				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

- a. The proposed project would result in an incremental increase in population growth; however, this increase was anticipated in both the City's General Plan and in the Southern California Association of Government's (SCAG's) most recent Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). Additionally, while it is likely that individuals involved in the construction of the proposed project or residing at the proposed project would come from the Antelope Valley any increase in population would contribute, on an incremental basis, to the population of the City. As such, impacts would be less than significant.
- b. The project site is currently vacant. No housing or people would be displaced necessitating the construction of replacement housing elsewhere. Therefore, no impacts would occur.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>XV. PUBLIC SERVICES.</b>				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire Protection?			X	
Police Protection?			X	
Schools?			X	
Parks?			X	
Other Public Facilities?			X	

- a. The proposed project may increase the need for fire and police services during construction and operation; however, the project site is within the current service area of both these agencies and the additional time and cost to service the sites is minimal. The proposed project would not induce population growth and therefore, would not increase the demand on parks or other public facilities. Therefore, impacts would be less than significant.

Construction of the proposed project may result in an incremental increase in population (see Item XIII) and may increase the number of students in the Westside Union School District and Antelope Valley Union High School District. Proposition 1A, which governs the way in which school funding is carried out, predetermines by statute that payment of developer fees is adequate mitigation for school impacts. Therefore, impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
XVI. <u>RECREATION</u> . Would the project:				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

a-b. The proposed project would generate additional population growth and would contribute on an incremental basis to the use of the existing park and recreational facilities. However, the applicant would be required to pay park fees which would offset the impacts of the existing parks. The development of the proposed project would not require the construction of new recreational facilities or the expansion of existing ones. Therefore, impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>XVII. TRANSPORTATION.</b> Would the project:				
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?				X
b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?				X
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
d) Result in inadequate emergency access?				X

a. The proposed project would not conflict with or impede any of the General Plan policies or specific actions related to alternative modes of transportation (Lancaster General Plan pgs. 5-18 to 5-24.) Therefore, no impacts would occur.

b. In July 2020, the City of Lancaster adopted standards and thresholds for analyzing projects with respect to vehicle miles traveled (VMT). A series of screening criteria were adopted and if a project meets one of these criteria, a VMT analysis is not required. These criteria are: 1) project site - generates fewer than 110 trips per day; 2) locally serving retail - commercial developments of 50,000 square feet or smaller; 3) project located in a low VMT area - 15% below baseline; 4) transit proximity; 5) affordable housing; and 6) transportation facilities.

The project site is located within a low VMT area; specifically, this area has a VMT which is at least 15% below the Antelope Valley Planning Area (AVPA) threshold. As such, a VMT analysis is not required and no impacts would occur.

c. Street improvements are required as part of the conditions of approval and would ensure that traffic flows smoothly in the vicinity of the project site. No hazardous conditions would be created by these improvements. Therefore, no impacts would occur.

d. The project site would have adequate emergency access from 55th Street West and 52<sup>nd</sup> Street West. Therefore, no impacts would occur.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>XVIII. TRIBAL CULTURAL RESOURCES.</b> Would the project:				
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or				X
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set for in subdivision (c) of Public Resources Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.				X

- a. One historic-period cultural resource was identified during the field study, the remains of an agricultural water system from the 1940s. No tribal cultural resources were identified by the Sacred Lands file search nor by any of the tribes contacted during the AB 52 process. However, the project site is located within a culturally sensitive area and mitigation measures have been requested by the tribes to identify procedures and proper handling of any cultural resources which may be discovered during the course of construction. These mitigation measures have been included in the cultural resources section of this initial study. As such, no impacts would occur.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>XIX. UTILITIES AND SERVICE SYSTEMS.</b> Would the project:				
a) Require or result in the relocation or construction or new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			X	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?			X	
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impact the attainment of solid waste reduction goals?			X	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			X	

- a. The proposed project would be required to connect into the existing utilities such as electricity, natural gas, water, wastewater, telecommunications, etc. These services already exist in the general area. Connections would occur on the project site or within existing roadways or right-of-ways. Connections to these utilities are assumed as part of the proposed project and impacts to environmental resources have been discussed throughout the document. As such, impacts would be less than significant.
- b. The Los Angeles County Waterworks District No. 40 has not indicated any problems in supplying water to the proposed project from existing facilities. No new construction of water treatment or new or expanded entitlements would be required. Therefore, water impacts would be less than significant.

- c. The proposed project is located within the jurisdictional boundaries of the Los Angeles County Sanitation District No. 14. The proposed project would discharge to a local sewer for conveyance to the Districts' Avenue J West Trunk Sewer, located in Avenue J at 60th Street West. According to the letter dated November 8, 2021 from the Los Angeles County Sanitation Districts (LACSD), this 36-inch diameter trunk sewer has a design capacity of 15.9 million gallons per day (mgd) and conveyed a peak flow of 0.3 mgd when last measured in 2018. The project's wastewater would be treated at the Lancaster Water Reclamation Plant upon connection which has a design capacity of 18 mgd and currently processes an average water flow of 14.6 mgd. The expected wastewater flow from the proposed project is 43,940 gallons per day. Therefore, impacts would be less than significant.
  
- d-e. Solid waste generated within the City limits is generally disposed of at the Lancaster Landfill located at 600 East Avenue F. This landfill is a Class III landfill which accepts agricultural, nonfriable asbestos, construction/demolition waste, contaminated soil, green materials, industrial, inert, mixed municipal, sludge, and waste tires. It does not accept hazardous materials. Assembly Bill (AB) 939 was adopted in 1989 and required a 25% diversion of solid waste from landfills by 1995 and a 50% diversion by 2005. In 2011, AB 341 was passed which requires the State to achieve a 75% reduction in solid waste by 2030. The City of Lancaster also requires all developments to have trash collection services in accordance with City contracts with waste haulers over the life of the proposed project. These collection services would also collect recyclable materials and organics. The trash haulers are required to be in compliance with applicable regulations on solid waste transport and disposal, including waste stream reduction mandated under AB 341.

The proposed project would generate solid waste during construction and operation, which would contribute to an overall impact on landfill service (GPEIR pgs. 5.9-20 to 21); although the project's contribution is considered minimal. However, the existing landfill has capacity to handle the waste generated by the project. Additionally, the proposed project would be in compliance with all State and local regulations regulating solid waste disposal. Therefore, impact would be less than significant.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
XX. <u>WILDFIRE</u> . If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impact an adopted emergency response plan or emergency evacuation plan?				X
b) Due to slope, prevailing winds, and other factors, exacerbate wildlife risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				X
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				X
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				X

a. See Item IX.f.

b-d. The project site is not located in or near state responsibility areas or lands classified as very high fire hazard severity zones. The project site is located within the service boundaries of an existing fire station which can adequately serve the project site. Other fire stations are also located in close proximity to the project site which can provide service if needed. Therefore, no impacts would occur.



	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>XXI. MANDATORY FINDINGS OF SIGNIFICANCE.</b>				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		X		
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulative considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?		X		

a-c. The proposed project consists of the subdivision of approximately 38.9 acres into 169 individual lots for single-family residences in the R-10,000 and R-15,000 zones with a proposal to change the zoning to R-7,000. Other projects have been submitted within approximately one mile of the project site. These projects are also required to be in accordance with the City's zoning code and General Plan.

Cumulative impacts are the change in the environment, which results from the incremental impact of the project when added to other closely related past, present and reasonably foreseeable projects.

The proposed project would not create any impacts with respect to: Agriculture and Forest Resources, Energy Resources, Land Use and Planning, Mineral Resources, Transportation, Tribal Cultural Resources, and Wildfire. The project would create impacts to other resource areas and mitigation measures have identified for Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, and Noise. Many of the impacts generated by projects are site specific and generally do not influence the impacts on another site. All

projects undergo environmental review and have required mitigation measures to reduce impacts when warranted. These mitigation measures reduce environmental impacts to less than significant levels whenever possible. All impacts associated with the proposed project are less than significant with the exception of air quality, biological resources, cultural resources, geology and soils (soil erosion), hazards and hazardous materials, and noise. Impacts associated with these issues are less than significant with the incorporation of the identified mitigation measures. Therefore, the project's contribution to cumulative impacts would not be cumulatively considerable.

**Table 6  
Related Projects List**

<b>Case No.</b>	<b>Location</b>	<b>APNs</b>	<b>Acres</b>	<b>Description</b>	<b>Status</b>
TTM No. 71210 /ZC No. 22-01	Between Avenue K and Avenue K-8 on the east side of 55th Street West	3204-010-054, -055, -062, -063; 3204-011-033, -034, -059	40.4	Subdivision of 169 single-family lots and a Zone change from R-10,000 to R-7,000	Submitted
TTM No. 61600	57 <sup>th</sup> Street West and Avenue L	3204-006-084, -090, -091	6.87	Subdivision of 33 single-family residential lots	Submitted
TTM No. 53642 /CUP No. 22-08	East of 60 <sup>th</sup> Street West, north of Avenue K-8 and south of West Avenue K-4	3204-009-026, 3204-009-079, 3204-009-081	32.9	Subdivision of 218 single-family residential lots	Submitted
TTM No. 83232/ VAR No. 21-02	NWC of 60 <sup>th</sup> Street West and Avenue K-12	3204-008-048	20	Subdivision of 86 single-family residential lots	Approved
Avanti North/ TTM No. 73507 SP No. 15-01	South of West Avenue K, North of Avenue K-8, east of 70 <sup>th</sup> Street West, and west of 60 <sup>th</sup> Street West	3204-002-126	238.25	Specific Plan including 753 single-family residences, two public parks, and open space	Approved
Avanti South/ TTM No. 74312 SP No. 15-02	62nd St W, 75th St W, Ave K-8, Ave L	3204-008-045, -047; 3204-001-184, -195.	307.7	Specific Plan including 1,375 single-family homes and 325 multi-family units	Approved

List of Referenced Documents and Available Locations\*:

BRR:	Biological Resource Assessment of APNs 3203-016-035, 036, and 037, Lancaster, California, September 19, 2021, Mark Hagan	DSD
CRS:	A Phase I Cultural Resource Survey for 55 <sup>th</sup> Street West and Avenue K, Tentative Tract 61920, City of Lancaster, California, January 2022, Hudlow Cultural Resource Associates	DSD
ESA:	Phase I Environmental Site Assessment Report, Tentative Tract Map No. 61920, Avenue K and 55 <sup>th</sup> Street West, Lancaster, CA 93536, August 24, 2021, Partner Engineering and Science, Inc	DSD
FIRM:	Flood Insurance Rate Map	DSD
GPEIR:	Lancaster General Plan Environmental Impact Report	DSD
LACSD:	Los Angeles County Sanitation Districts, November 8, 2021	DSD
LGP:	Lancaster General Plan	DSD
LMC:	Lancaster Municipal Code	DSD
LMEA:	Lancaster Master Environmental Assessment	DSD
SSHZ:	State Seismic Hazard Zone Maps	DSD
TRA	Traffic CEQA Form, December 3, 2021	DSD
USGS:	United States Geological Survey Maps	DSD
USDA SCS:	United States Department of Agriculture Soil Conservation Service Maps	DSD

\* DSD: Development Services Department  
 Community Development Division  
 Lancaster City Hall  
 44933 Fern Avenue  
 Lancaster, California 93534

**STAFF REPORT**  
**City of Lancaster**

CC 9
1/10/2023
JC

Date: January 10, 2023

To: Mayor Parris and City Council Members

From: Andrea Alexander, City Clerk

Subject: Ordinance Pertaining to Lancaster Municipal Code Provisions regarding Administrative Citations

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**Recommendation:**

1. Adopt **Ordinance No. 1097** amending Titles 1, 5, 8, 9, and 12 of the Lancaster Municipal Code relating to administrative citations for misdemeanor and civil offenses, the implementation of a process for fee reduction and appeal for administrative citations, and giving the city manager discretion to create policies and procedures to further implement each Title.
2. Find that the California Environmental Quality Act does not apply to this item.

**Fiscal Impact:**

None.

**Background:**

In 2020, the City of Lancaster expanded its Administrative Citation Program to allow for the issuance of civil penalties for certain misdemeanor offenses .

As the City looks forward to establishing its Hybrid Policing Program, it is appropriate to expand appeal and review processes for cited persons and establish processes for waiving or reducing citation penalties for those cited persons who can demonstrate indigency is in the public interest, while providing persons who commit such offenses an opportunity to avoid criminal proceedings. It is also appropriate to provide the City Manager and his designee with authority to promulgate rules, policies and procedures necessary to implement amended Titles 1, 5, 8, 9, and 12 of the Lancaster Municipal Code.

A blackline showing the changes to each Title is attached.

At the Lancaster City Council meeting held on December 13, 2022, the City Council approved the introduction of **Ordinance No. 1097**, amending Titles 1, 5, 8, 9, and 12 of the Lancaster

Municipal Code relating to administrative citations for misdemeanor and civil offenses, the implementation of a process for fee reduction and appeal for administrative citations, and giving the city manager discretion to create policies and procedures to further implement each Title, by the following vote 5-0-0-0; Ayes: Dorris, Malhi, Mann, Vice Mayor Crist, Mayor Parris; Noes: None; Abstain: None; Absent: None.

**Attachment:**

Ordinance No. 1097

Blackline

ORDINANCE NO. 1097

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER AMENDING TITLES 1, 5, 8, 9, and 12 of THE LANCASTER MUNICIPAL CODE RELATING TO ADMINISTRATIVE CITATIONS FOR MISDEMEANOR AND CIVIL OFFENSES, THE IMPLEMENTATION OF A PROCESS FOR FEE REDUCTION AND APPEAL FOR ADMINISTRATIVE CITATIONS, AND GIVING THE CITY MANAGER DISCRETION TO CREATE POLICIES AND PROCEDURES TO FURTHER IMPLEMENT THIS ORDINANCE

WHEREAS, the City Council of the City of Lancaster has determined that it is necessary to amend Titles 1, 5, 8, 9, and 12 relating to the administration of civil penalties for misdemeanor offenses and the penalties assessed;

WHEREAS, the City Council further finds and declares that establishing processes for waiving or reducing citation penalties for those cited persons who can demonstrate indigency is in the public interest, while providing persons who commit such offenses an opportunity to avoid criminal proceedings;

WHEREAS, the City Council further finds and declares that expanding an appeals process for cited persons is in the public interest;

WHEREAS, the City Council further finds and declares it is necessary to give the City Manager and his or her designees the discretion to further promulgate the rules, policies and procedures necessary to implement the above amendments;

WHEREAS, the City Council desires to exercise its authority to amend and streamline the various chapters of the Lancaster Municipal Code related to the assessment of administrative citations.

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

Section 1. The City Council of the City of Lancaster hereby finds and determines that the above recitals are true and correct.

Section 2. Title 1 (“General Provisions”) of the Lancaster Municipal Code is hereby amended as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

Section 3. Title 5 (“Business Licenses and Regulations”) of the Lancaster Municipal Code is hereby amended as set forth in Exhibit “B” attached hereto and incorporated herein by reference.

Section 4. Title 8 (“Health and Safety”) of the Lancaster Municipal Code is hereby amended as set forth in Exhibit “C” attached hereto and incorporated herein by reference.

Section 5. Title 9 (“Public Peace, Morals and Welfare”) of the Lancaster Municipal Code is hereby amended as set forth in Exhibit “D” attached hereto and incorporated herein by reference.

Section 6. Title 12 (“Streets, Sidewalks and Public Places”) of the Lancaster Municipal Code is hereby amended as set forth in Exhibit “E” attached hereto and incorporated herein by reference.

Section 7. 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 its final passage.

I, Andrea Alexander , City Clerk 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 adopted at a regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2022 by the vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
ANDREA ALEXANDER  
City Clerk  
City of Lancaster

\_\_\_\_\_  
R. REX PARRIS  
Mayor  
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. 1097, 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 \_\_\_\_\_, \_\_\_\_\_.

**EXHIBIT “A”**

**Title 1 of the Lancaster Municipal Code is hereby amended as follows:**

**Chapter 1.12:**

Section 1.12.020 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

Section 1.12.020 – Penalty for violation.

- A. Misdemeanors. Any person convicted of a misdemeanor under the provisions of this code, is punishable by a fine not exceeding one thousand dollars (\$1,000.00) or by imprisonment in the Los Angeles County Jail for a period not exceeding six months, or by both such fine and imprisonment.
- B. Infractions. B. Infractions. Any person convicted of an infraction under the provisions of this code, is punishable by (1) a fine not exceeding one hundred dollars (\$100.00) for a first violation; (2) a fine not exceeding two hundred dollars (\$200.00) for a second violation of the same ordinance within one year; (3) a fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same ordinance within one year.
- C. Continuing Violations. Each day or any portion thereof that a person violates any provision of this code, including without limitation, the maintenance of a building, structure or use in violation of this code, shall constitute a separate offense.
- D. Any person convicted of a misdemeanor or infraction under the provisions of the code sections set forth in the following fee schedule, is punishable by a fine not exceeding the penalty amounts or community service hours set forth in the following fee schedule. All other violations not set forth in the fee schedule below shall be punishable by a fine or community service hours in an amount to be adopted by ordinance of the City Council.

**FEE SCHEDULE**

<b>Lancaster Municipal Code Section</b>	<b>Violation</b>	<b>Monetary Penalty</b>	<b>Community Service Hours</b>
9.48.050(B)(1); Ch. 8.20	Littering	\$100 \$200 \$500	4 8 12



<b>Lancaster Municipal Code Section</b>	<b>Violation</b>	<b>Monetary Penalty</b>	<b>Community Service Hours</b>
9.48.050(B)(2); Ch. 8.24	Noise Violations	\$100 \$200 \$500	4 8 12
9.48.050(B)(3); Ch. 8.62	Shopping Cart Violations	\$100 \$200 \$500	4 8 12
9.48.050(B)(4); Chs. 9.12, 9.16, and 9.18	Loitering Violations	\$100 \$200 \$500	4 8 12
9.48.050(B)(5); Ch. 9.20	Public Alcohol Consumption	\$100 \$200 \$500	4 8 12
9.48.050(B)(6); Ch. 9.34	Camping and Lodging Violations	\$25 \$75 \$150	2 4 8
9.48.050(B)(7); Ch. 9.36	Aggressive Solicitation Violations	\$100 \$200 \$500	4 8 12
9.48.050(B)(8); Ch. 12.04	Violations of Park Rules	\$50 \$100 \$200	4 8 12
9.48.050(A)	Any misdemeanor offense as set forth in the California Penal Code, Business & Professions Code, Health & Safety Code, Vehicle Code, or other state code, provided such offense does not involve a battery, assault, or other offense related to physical attack or injury on a person	\$100 \$200 \$500	4 8 12
8.30.060(A)	Grass taller than 8"	\$50 \$100 \$200	4 8 12
8.30.060(B)	Landscape materials or areas infested with insects, disease or vermin	\$100 \$200 \$500	4 8 12
8.30.060(C)	Dead or dry plant material	\$100 \$200 \$500	4 8 12
8.30.060(D)	Overgrown plant that prohibits pedestrian or vehicular travel or visibility on public street or sidewalk	\$100 \$200 \$500	4 8 12

<b>Lancaster Municipal Code Section</b>	<b>Violation</b>	<b>Monetary Penalty</b>	<b>Community Service Hours</b>
8.30.060(E)	Trees or shrubs with dead limbs and Branches	\$100 \$200 \$500	4 8 12
8.30.060(F)	Numerous or large areas of bare dirt within lawns.	\$50 \$100 \$200	4 8 12
8.30.060(G)	Planter or lawn areas containing a significant number of weeds	\$50 \$100 \$200	4 8 12
8.30.060(H)	Broken or improperly adjusted irrigation systems resulting in significant or continuous spray, spillage or flow of water onto adjacent property, public streets or continuous pooling or ponding of water either on or off site	\$100 \$200 \$500	4 8 12
8.30.060(I)	Accumulation of large amounts of plant material debris such as leaves, pulled weeds, grass clippings, or branches that are not being used for mulching or composting purposes	\$100 \$200 \$500	4 8 12
8.30.060(J)	Inoperative backflow prevention device on irrigation system	\$100 \$200 \$500	4 8 12
5.04.290; Ch. 5.04; Article I Business Licenses	Failure to obtain business license or other violation of Ch. 5.04; Article I Business Licenses	\$100 \$200 \$500	4 8 12
5.04.210-240; Ch. 5.04; Article II Peddlers and Vendors	Failure to comply with Ch. 5.04; Article II Peddlers and Vendors	\$100 \$200 \$500	3 6 9
5.04.270-280; Ch. 5.04; Article IV Registration of Secondhand Purchases	Failure to comply with Ch. 5.04; Article IV Registration of Secondhand Purchases	\$100 \$200 \$500	4 8 12
5.04.520; Ch. 5.04; Article V Sidewalk Vendors	Failure to comply with Ch. 5.04; Article V Sidewalk Vendors; subject to 5.04.530	\$100 \$200 \$500	4 8 12

**Chapter 1.16**

Section 1.16.040 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

- A. "City" means the city of Lancaster.
- B. "Code" means the Lancaster Municipal Code, the Lancaster Zoning Code, or any law, rule, regulation, or code which is adopted by reference.
- C. "Community Service" means work performed for the benefit the community, including the participation in City-approved voluntary education and social service programs that cited persons may elect to perform as an alternative to paying the Penalty.
- D. "Enforcement officer" means any person authorized to enforce violations of this code.
- E. "Hearing officer" means any person appointed by the city manager to preside over the administrative hearings provided for in Section 1.16.090 of this code.
- F. "Party" means any natural person, firm, association, business, trust, organization, corporation, partnership, company or any other entity which is recognized by law as the subject of rights or duties.
- G. "Penalty" shall include "civil penalty" and shall mean the amount assessed for violation of this code pursuant to the administrative citation.
- H. "Person" means any natural person, firm, association, business, trust, organization, corporation, partnership, company or any other entity which is recognized by law as the subject of rights or duties.
- I. "Respondent" means any person or entity who is the registered owner, property owner, legal owner, driver, operator, tenant, lessee or is otherwise liable for penalties in accordance with the applicable section of this code, and who contests or disputes liability for civil penalties.
- J. "Responsible person" shall mean an owner of any property, a person who is responsible for control of the property or the condition of the property or a person who is responsible for repair or maintenance of the property.

Section 1.16.080 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

1.16.080 – Contents of administrative citation

The administrative citation shall include all the following:

- A. A brief description of the violation;
- B. Date and location of the violation(s) and the approximate time the violation(s) was observed and/or committed;
- C. Code section(s) violated;
- D. Description of corrective action required;
- E. A statement explaining that each day constitutes a new violation;
- F. The amount of civil penalty imposed for the violation(s) as set forth in Section 1.12.020 of the Lancaster Municipal Code;
- G. A statement advising that the fine shall be paid to the city within sixty (60) days from the date on the administrative citation, procedure for payment, and the consequences of failure to pay;
- H. A statement describing the responsible party's rights of appeal;
- I. Notice of the process for waiving or reducing payment requirements related to the citation; and
- J. A link to the City's website including the online location of the ability to pay form.

Section 1.16.085 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

1.16.085 –Review of administrative citation or ability to pay

- A. Request for initial review of administrative citation.
  - 1. A person who has been issued an administrative citation pursuant to this chapter may request an initial review of the citation by the City. The request shall be made in writing and shall state the reason(s) that the citation should be dismissed. The requestor shall include a copy of all pertinent evidence. The request must include a mailing address and, if available, an email address to which correspondence related to the request may be sent. The written request for an initial review must be received by the city clerk's office within fourteen (14) calendar days from the date of the citation's issuance. No fee shall be required for filing the request for an initial review. Failure of the city clerk to receive a timely request for an initial review constitutes a waiver of the right to contest the administrative citation; in this event, the citation is final and binding, and payment shall be due within sixty (60) calendar days from the date of the citation's issuance.

2. Upon timely receipt of a written request for an initial review of the administrative citation, the City Manager or a person designated by the City Manager to act as a reviewing officer shall conduct an initial review of the administrative citation, the written incident report or statement of facts, and the request for review and all evidence submitted with the request. The reviewing officer shall assess whether the evidence shows that the violation occurred and if any extenuating circumstances exist that warrant dismissal, and shall make a decision to preliminarily uphold or dismiss the citation. The reviewing officer shall notify the cited person of the decision in writing by mail and/or email within ninety (90) calendar days from the date of receipt of the request for initial review; provided, however, that the City Manager or person designated by the City Manager may extend the ninety (90) day deadline upon a finding of good cause.

B. Initial review of ability to pay.

1. Indigency Waiver. The City will provide an ability to pay form on its website and make a physical copy of the form available at City Hall and the Public Safety Department office. The City shall waive the citation penalty, any late payment or collection fee, and the payment requirement to appeal for individuals who demonstrate they are indigent. The City will accept that a cited person is indigent if the person fits into one of the following three categories:
  - i. The person is “very low-income,” as defined in Health and Safety Code section 50105;
  - ii. The person has qualified with another public agency to receive means-tested public benefits, including the following:
    1. Supplemental Security Income or State Supplemental Payment
    2. Cash Assistance Program for Immigrants (“CAPI”)
    3. CalWorks
    4. Medi-Cal
    5. General Relief
    6. Temporary Assistance for Needy Families (“TANF”)
    7. In-Home Supportive Services (“IHSS”)
  - iii. The person is “homeless,” as defined by 24 C.F.R. section 578.3.
2. To establish eligibility for an indigency waiver, a cited person shall present one of the following forms of proof, dated within sixty (60) days before or after the date of the citation, establishing that they are indigent.

- i. *Evidence that a person is “very-low income” as defined in Health and Safety Code section 50105:* (1) copy of pay stub; (2) copy of tax return; (3) W-2 form; or (4) statement of gross monthly income, signed under penalty of perjury;
  - ii. *Evidence of receipt of means-tested public benefits:* (1) benefit verification or “award” letter; (2) notice of action; (3) copy of benefits check stub; (4) Housing Authority of the City of Los Angeles (HACLA) voucher; (5) Medi-Cal card; (6) income and eligibility verification form issued by a public agency administering benefits; (7) monthly reporting form issued by a public agency administering benefits; or (8) benefits card;
  - iii. *Evidence that a person is “homeless”:* (1) verification of homelessness from Los Angeles Homeless Services Authority; (2) documentation from a service provider demonstrating homelessness; (3) documentation from a shelter demonstrating homelessness; or (4) administrative citation in which the citing officer describes the cited person as “unhoused,” “homeless,” “transient,” or some other term denoting homelessness.
3. The reviewing officer shall make a determination of whether or not the cited person has the ability to pay the full deposit to appeal an administrative citation based on the information provided in the statement of financial worth, and shall notify the cited person in writing by mail and/or email within ninety (90) calendar days from the date of receipt of the request for initial review; provided, however, that the City Manager or person designated by the City Manager may extend the ninety (90) day deadline upon a finding of good cause.
4. A previously-granted waiver of the payment requirement to appeal based on inability to pay will automatically qualify a cited individual for an indigency waiver of the citation penalty for the same administrative citation. The City will not require a cited individual to furnish documentation establishing inability to pay the same citation more than once.
5. A person for whom the determination has been made that the person does not have the ability to pay the full amount of the citation shall, no later than fourteen (14) calendar days from the date of the determination, coordinate with the department to enroll in and perform community service according to the manner set forth in Sections 1.16.040 and 1.16.095 of this Chapter.

Section 1.16.095 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

1.16.095 – Community service in lieu of payment of penalty.

- A. As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform Community Service. The amount of hours of community service necessary to be performed for each violation is set forth in section 1.12.020 of Chapter 1.12 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.
- B. In the event a person who has enrolled in community service fails or refuses to perform the community service in a timely and appropriate manner, as provided in any applicable rules, regulations, policies and procedures, the City may cancel the community service agreement and collect any unpaid balance of the administrative citation in accordance with Section 1.16.100 of this Chapter.
- C. To ensure that community service alternatives to citation penalties are equally accessible to persons with disabilities, the City will provide reasonable accommodations. The City will adopt and maintain a process for receiving and addressing disability accommodation requests and grievances related to administrative citations.

Section 1.16.100 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

1.16.100 – Penalties assessed.

- A. Every person who violates any of the provisions of this chapter is guilty of an infraction and upon conviction is punishable as provided in Chapter 1.12 of the Lancaster Municipal Code or as otherwise provided in California Penal Code Section 374.4.

Violations of any of the provisions of this chapter may, in the alternative, be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of

Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

- B. If the violator or property owner fails to correct the violation, subsequent administrative citations may be issued for the same violation(s).
- C. Payment of the penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action by the city.
- D. All penalties assessed shall be payable to the City.
- E. The failure of any person to pay a penalty assessed by administrative citation within the time specified on the citation pursuant to Section 1.16.080(g) shall result in the assessment of an additional late fee. The amount of the late fee shall not exceed Thirty Dollars (\$30.00) per administrative citation.
- F. The failure of any person to pay a penalty assessed by administrative citation within the time specified on the citation constitutes a debt to the city. To enforce that debt, the city may file a civil action, impose a special assessment as set forth below, or pursue any other legal remedy to collect such money.
- G. The city may impose a special assessment against the property that is the subject of a citation if the citation has been issued to the property owner. The city shall record a notice of lien in the office of the county recorder when the special assessment procedure is used. When so made and confirmed, the cost shall constitute a lien on that property for the amount of the assessment. After confirmation and recordation, a copy shall be turned over to the Los Angeles county tax collector. At that point, it will be the duty of the tax collector to add the amounts of the respective assessments to the next regular property tax bills levied against the lots and parcels of land for municipal purposes. Those amounts shall be collected at the same time and in the same manner as ordinary property taxes are collected, and shall be subject to the same penalties and procedures under foreclosure and sale as provided for with ordinary municipal taxes. Or, after recording, the lien may be foreclosed by judicial or other sale in the manner and means provided by law

Section 1.16.140 is hereby added to the Lancaster Municipal Code as follows:

1.16.140 – Rules, regulations.

The city manager, or city manager's designee is authorized to promulgate such rules, regulations, policies and procedures as may be necessary or convenient to implement this chapter.





## **EXHIBIT “B”**

**Title 5 of the Lancaster Municipal Code is hereby amended as follows:**

### **Chapter 5.04**

Section 5.04.520 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

5.04.520 – Penalties.

A. Violations of any of the provisions of this chapter shall not be prosecuted as infractions or misdemeanors but shall be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

B. The city manager, or the city manager’s designee may rescind a sidewalk vendor’s business license for the term of that license upon the fourth violation or subsequent violations.

Section 5.04.530 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

5.04.530 – Ability-to-pay determinations.

When assessing an administrative fine under this chapter, the city will take into consideration a sidewalk vendor’s ability to pay the fine, in the manner set forth in Section 1.16.085 of Chapter 1.16 of this Code.

Section 5.04.560 of the Lancaster Municipal Code is hereby added to the Lancaster Municipal Code as follows:

5.04.560 – Community service in lieu of payment of penalty.

As an alternative to paying the amount of the administrative citation, a sidewalk vendor may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code.

## **EXHIBIT “C”**

**Title 8 of the Lancaster Municipal Code is hereby amended as follows:**

### **Chapter 8.20**

Section 8.20.150 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

#### **8.20.150 – Violation – Penalty**

Every person who violates any of the provisions of this chapter is guilty of an infraction and upon conviction is punishable as provided in Chapter 1.12 of the Lancaster Municipal Code or as otherwise provided in California Penal Code Section 374.4.

Violations of any of the provisions of this chapter may, in the alternative, be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

### **Chapter 8.24**

Section 8.24.060 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

#### **8.24.060 – Violation – Penalty**

Every person who violates any of the provisions of this chapter is guilty of an infraction and upon conviction is punishable as provided in Chapter 1.12 of the Lancaster Municipal Code or as otherwise provided in California Penal Code Section 415.

Violations of any of the provisions of this chapter may, in the alternative, be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of

Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

### **Chapter 8.30**

Section 8.30.080 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

#### **8.30.080 – Violations and remedies.**

Violations of any of the provisions of this chapter shall not be prosecuted as infractions or misdemeanors but shall be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

### **Chapter 8.62**

Section 8.62.130 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

#### **8.62.130 – Penalty.**

Every person who violates any of the provisions of this chapter is guilty of an infraction and upon conviction is punishable as provided in Chapter 1.12 of the Lancaster Municipal Code or as otherwise provided in Business and Professions Code sections 22435 *et seq.*

Violations of any of the provisions of this chapter may, in the alternative, be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.



## **EXHIBIT “D”**

**Title 9 of the Lancaster Municipal Code is hereby amended as follows:**

### **Chapter 9.12**

Section 9.12.040 of the Lancaster Municipal Code is hereby added to the Lancaster Municipal Code as follows:

9.12.040 – Violations and remedies.

Every person who violates any of the provisions of this chapter is guilty of an infraction and upon conviction is punishable as provided in Chapter 1.12 of the Lancaster Municipal Code or as otherwise provided in the California Penal Code, including, but not limited to, Sections 647 *et seq.*, and 653 *et seq.*

Violations of any of the provisions of this chapter may, in the alternative, be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

### **Chapter 9.16**

Section 9.16.050 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

9.16.050 – Violation – Penalty.

Every person who violates any of the provisions of this chapter is guilty of an infraction and upon conviction is punishable as provided in Chapter 1.12 of the Lancaster Municipal Code or as otherwise provided in the California Penal Code, including, but not limited to, Sections 647 *et seq.*, and 653 *et seq.*

Violations of any of the provisions of this chapter may, in the alternative, be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

## **Chapter 9.18**

Section 9.18.040 of the Lancaster Municipal Code is hereby and restated in its entirety to read as follows:

### **9.18.040 –Penalty.**

Every person who violates any of the provisions of this chapter is guilty of an infraction and upon conviction is punishable as provided in Chapter 1.12 of the Lancaster Municipal Code or as otherwise provided in the California Penal Code, including, but not limited to, Sections 647 *et seq.*, and 653 *et seq.*.

Violations of any of the provisions of this chapter may, in the alternative, be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

## **Chapter 9.20**

Section 9.20.040 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

### **9.20.040 – Violation – Penalty.**

Every person who violates any of the provisions of this chapter is guilty of an infraction and upon conviction is punishable as provided in Chapter 1.12 of the Lancaster Municipal Code or as otherwise provided in the California Penal Code, including, but not limited to, Sections 647 *et seq.*, and 653 *et seq.* and/or Business and Professions Code Section 25620.

Violations of any of the provisions of this chapter may, in the alternative, be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

### **Chapter 9.34**

Section 9.34.020 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

9.34.020 – Enforcement and penalties.

A. This chapter may be enforced by peace officer and by city of Lancaster employees in accordance with Chapter 1.08 of this Code.

B. Violations of this chapter may be punished as set forth in Chapter 1.12 of this Code, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

### **Chapter 9.36**

Section 9.36.040 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

9.36.040 – Penalty.

A violation of this section is punishable as a misdemeanor or chargeable at the district attorney's or city prosecutor's discretion.



Violations of any of the provisions of this chapter may, in the alternative, be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

## **Chapter 9.48**

Section 9.48.060 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

### 9.48.060 – Administrative citations.

A. As an alternative to pursuing misdemeanor criminal proceedings, any officer, as defined in this chapter, may issue an administrative citation to a person when the officer has determined, through personal observation or after undertaking standard law enforcement investigatory actions, that the person has committed an offense as set forth in section 9.48.050. A separate citation will be issued for the commission of each separate or subsequent enumerated offense.

B. Within 72 hours after issuance of a citation, the citing officer shall submit a copy of the citation and a written incident report or statement of facts to the director. Alternatively, in lieu of issuing the citation, the officer may elect to submit the written incident report or statement of facts to the director, who may then issue the citation.

C. An administrative citation may be personally given to the offender, or the offender may be served by first class mail to an address which is either: (i) indicated on any form of identification presented to the officer, of (ii) discovered by the officer during the course of his or her standard law enforcement investigatory actions. The date a citation is placed in a U.S. Postal Service mail receptacle shall be the date of service. A declaration of service shall be made by the person mailing the administrative citation showing the date and manner of service by mail and reciting the name and address of the citation addressee. Failure of any responsible person to receive an administrative citation by mail shall not invalidate any citation issued pursuant to this chapter.

D. The citation shall be in a city-approved format, and shall include the following information:

1. A brief description of the violation;

2. Date and location of the violation(s) and the approximate time the violation(s) was observed and/or committed:
3. Code section(s) violated:
4. Description of corrective action required:
5. A statement explaining that each day constitutes a new violation:
6. The amount of civil penalty imposed for the violation(s) as set forth in Section 1.12.020 of the Lancaster Municipal Code;
7. A statement advising that the fine shall be paid to the city within sixty (60) days from the date on the administrative citation, procedure for payment, and the consequences of failure to pay;
8. A statement describing the responsible party's rights of appeal;
9. Notice of the process for waiving or reducing payment requirements related to the citation; and
10. A link to the City's website including the online location of the ability to pay form.

E. The penalty amounts of administrative citations issued pursuant to this chapter shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

Section 9.48.070 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

9.48.070 – Initial review of administrative citation or ability to pay

A. Request for initial review of administrative citation.

1. A person who has been issued an administrative citation pursuant to this chapter may request an initial review of the citation by the City. The request shall be made in writing and shall state the reason(s) that the citation should be dismissed. The requestor shall include a copy of all pertinent evidence. The request must include a mailing address and, if available, an email address to which correspondence related to the request may be sent. The written request for an initial review must be received by the city clerk's office within fourteen (14) calendar days from the date of the citation's issuance. No fee shall be required for filing the request for an initial review. Failure of the city clerk to receive a timely request for an initial review constitutes a waiver of the right to contest the administrative citation; in this event, the citation is final and binding, and payment shall be due within sixty (60) calendar days from the date of the citation's issuance.

2. Upon timely receipt of a written request for an initial review of the administrative citation, the City Manager or a person designated by the City Manager to act as a reviewing officer shall conduct an initial review of the administrative citation, the written incident report or statement of facts, and the request for review and all evidence submitted with the request. The reviewing officer shall assess whether the evidence shows that the violation occurred and if any extenuating circumstances exist that warrant dismissal, and shall make a decision to preliminarily uphold or dismiss the citation. The reviewing officer shall notify the cited person of the decision in writing by mail and/or email within ninety (90) calendar days from the date of receipt of the request for initial review; provided, however, that the City Manager or person designated by the City Manager may extend the ninety (90) day deadline upon a finding of good cause.

B. Initial review of ability to pay.

1. Indigency Waiver. The City will provide an ability to pay form on its website and make a physical copy of the form available at City Hall and the Public Safety Department office. The City shall waive the citation penalty, any late payment or collection fee, and the payment requirement to appeal for individuals who demonstrate they are indigent. The City will accept that a cited person is indigent if the person fits into one of the following three categories:
  - i. The person is “very low-income,” as defined in Health and Safety Code section 50105;
  - ii. The person has qualified with another public agency to receive means-tested public benefits, including the following:
    1. Supplemental Security Income or State Supplemental Payment
    2. Cash Assistance Program for Immigrants (“CAPI”)
    3. CalWorks
    4. Medi-Cal
    5. General Relief
    6. Temporary Assistance for Needy Families (“TANF”)
    7. In-Home Supportive Services (“IHSS”)
  - iii. The person is “homeless,” as defined by 24 C.F.R. section 578.3.
2. To establish eligibility for an indigency waiver, a cited person shall present one of the following forms of proof, dated within sixty (60) days before or after the date of the citation, establishing that they are indigent.

- iv. *Evidence that a person is “very-low income” as defined in Health and Safety Code section 50105:* (1) copy of pay stub; (2) copy of tax return; (3) W-2 form; or (4) statement of gross monthly income, signed under penalty of perjury;
  - v. *Evidence of receipt of means-tested public benefits:* (1) benefit verification or “award” letter; (2) notice of action; (3) copy of benefits check stub; (4) Housing Authority of the City of Los Angeles (HACLA) voucher; (5) Medi-Cal card; (6) income and eligibility verification form issued by a public agency administering benefits; (7) monthly reporting form issued by a public agency administering benefits; or (8) benefits card;
  - vi. *Evidence that a person is “homeless”:* (1) verification of homelessness from Los Angeles Homeless Services Authority; (2) documentation from a service provider demonstrating homelessness; (3) documentation from a shelter demonstrating homelessness; or (4) administrative citation in which the citing officer describes the cited person as “unhoused,” “homeless,” “transient,” or some other term denoting homelessness.
3. The reviewing officer shall make a determination of whether or not the cited person has the ability to pay the full deposit to appeal an administrative citation based on the information provided in the statement of financial worth, and shall notify the cited person in writing by mail and/or email within ninety (90) calendar days from the date of receipt of the request for initial review; provided, however, that the City Manager or person designated by the City Manager may extend the ninety (90) day deadline upon a finding of good cause.
  4. A previously-granted waiver of the payment requirement to appeal based on inability to pay will automatically qualify a cited individual for an indigency waiver of the citation penalty for the same administrative citation. The City will not require a cited individual to furnish documentation establishing inability to pay the same citation more than once.

A person for whom the determination has been made that the person does not have the ability to pay the full amount of the citation shall, no later than fourteen (14) calendar days from the date of the determination, coordinate with the department to enroll in and perform community service according to the manner set forth in Section 1.16.095 of Chapter 1.16.095 of the Code.

Section 9.48.080 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

9.48.080 – Administrative Hearing

A. A person whose initial review of an administrative citation has resulted in the citation being upheld pursuant to this chapter may contest the citation by filing a written appeal on a city-approved form to the city clerk within fourteen (14) calendar days from the date of the issuance of the written statement of the results of the initial review. The basis for the appeal must be specified in detail on the appeal form. The appeal form must include a mailing address and, if available an email address to which correspondence related to the request may be sent. Failure of the city clerk to receive a timely appeal constitutes a waiver of the right to contest a citation; in this event, the citation is final and binding.

B. A deposit in the amount of the citation must be paid at the time the appeal is filed. A cited person for whom a determination has been made that the person is unable to pay the full amount of the citation shall not be required to pay the deposit at the time the appeal is filed.

C. As soon as practicable after a timely appeal is filed, the city manager or his/her designee shall fix a date, time and place for a hearing. The hearing shall be conducted by a hearing officer. Written notice of the time and place for the hearing shall be served by first class mail and/or email at least ten (10) calendar days prior to the date of the hearing.

D. An appellant may request, in writing, that the city manager or his/her designee reschedule the hearing if the request is made at least twenty-four (24) hours prior to the hearing. The city manager or his/her designee shall grant one (1) continuance of the hearing date.

E. Failure of an appellant to appear at the scheduled hearing shall constitute the appellant's waiver of the right to appeal and a forfeiture of the citation amount deposited at the time the appeal was filed.

F. Appeal hearings are informal, and formal rules of evidence and discovery do not apply. The city bears the burden of proof to establish, by a preponderance of evidence, that the appellant committed the offense that was the basis for the citation. The officer issuing the administrative citation and/or submitting the written incident report or statement of facts shall not be required to appear at the hearing. The hearing officer shall accept testimony by declaration under penalty of perjury relating to the commission of the offense, as set forth in the issuing officer's incident report or statement of facts, and shall consider any other relevant evidence concerning the commission of the offense that the director or his/her designee may present at the hearing. The hearing officer shall also take the testimony of the appellant, and/or his or her witnesses, will consider any other credible relevant rebuttal evidence the appellant may wish to present. The appellant may represent himself or herself or be represented by

anyone of his or her choice, including counsel, at his or her sole expense. The appellant may bring an interpreter to the hearing at his or her sole expense.

G. The hearing officer shall make findings based on the record of the hearing, and shall prepare a written decision, based on those findings, to uphold or dismiss the citation. A hearing officer may uphold the citation but modify the penalty amount if extenuating circumstances warrant a modification in the interest of justice. A copy of the written decision shall be served on the appellant by first class mail within fourteen (14) days after the hearing. If the citation is dismissed, the city shall refund the amount of the citation deposit to the appellant within thirty (30) days from the date of the decision.

H. The decision of the hearing officer is final and conclusive, subject only to review by the superior court in accordance with the time limits set forth in Code of Civil Procedure Section 1094.6.

Section 9.48.090 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

9.48.090 – Community service in lieu of payment of penalty.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

## **EXHIBIT “E”**

**Title 12 of the Lancaster Municipal Code is hereby amended as follows:**

### **Chapter 12.04**

Section 12.04.480 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows: :

12.04.480 – Violation – Penalty.

Every person who violates any of the provisions of this chapter is guilty of an infraction and upon conviction is punishable as provided in Chapter 1.12 of the Lancaster Municipal Code or as otherwise provided in the applicable sections of the California Penal Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

EXHIBIT “A-”

Title 1 of the Lancaster Municipal Code is hereby amended as follows:

Chapter 1.12:

Section 1.12.020 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

Section 1.12.020 – Penalty for violation.

- A. Misdemeanors. Any person convicted of a misdemeanor under the provisions of this code, is punishable by a fine not exceeding one thousand dollars (\$1,000.00) or by imprisonment in the Los Angeles County Jail for a period not exceeding six months, or by both such fine and imprisonment.
- B. Infractions. Any person convicted of an infraction under the provisions of this code, is punishable by (1) a fine not exceeding one hundred dollars (\$100.00) for a first violation; (2) a fine not exceeding two hundred dollars (\$200.00) for a second violation of the same ordinance within one year; (3) a fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same ordinance within one year.
- C. Continuing Violations. Each day or any portion thereof that a person violates any provision of this code, including without limitation, the maintenance of a building, structure or use in violation of this code, shall constitute a separate offense.
- D. Any person convicted of a misdemeanor or infraction under the provisions of the code sections set forth in the following fee schedule, is punishable by a fine not exceeding the penalty amounts or community service hours set forth in the following fee schedule. All other violations not set forth in the fee schedule below shall be punishable by a fine or community service hours in an amount to be adopted by ordinance of the City Council.

**FEE SCHEDULE**

<u>Lancaster Municipal Code Section</u>	<u>Violation</u>	<u>Monetary Penalty</u>	<u>Community Service Hours</u>
<u>9.48.050(B)(1); Ch. 8.20</u>	<u>Littering</u>	<u>\$100</u> <u>\$200</u> <u>\$500</u>	<u>4</u> <u>8</u> <u>12</u>
<u>9.48.050(B)(2); Ch. 8.24</u>	<u>Noise Violations</u>	<u>\$100</u> <u>\$200</u>	<u>4</u> <u>8</u>



<u>Lancaster Municipal Code Section</u>	<u>Violation</u>	<u>Monetary Penalty</u>	<u>Community Service Hours</u>
		<u>\$500</u>	<u>12</u>
<u>9.48.050(B)(3); Ch. 8.62</u>	<u>Shopping Cart Violations</u>	<u>\$100</u> <u>\$200</u> <u>\$500</u>	<u>4</u> <u>8</u> <u>12</u>
<u>9.48.050(B)(4); Chs. 9.12, 9.16, and 9.18</u>	<u>Loitering Violations</u>	<u>\$100</u> <u>\$200</u> <u>\$500</u>	<u>4</u> <u>8</u> <u>12</u>
<u>9.48.050(B)(5); Ch. 9.20</u>	<u>Public Alcohol Consumption</u>	<u>\$100</u> <u>\$200</u> <u>\$500</u>	<u>4</u> <u>8</u> <u>12</u>
<u>9.48.050(B)(6); Ch. 9.34</u>	<u>Camping and Lodging Violations</u>	<u>\$25</u> <u>\$75</u> <u>\$150</u>	<u>2</u> <u>4</u> <u>8</u>
<u>9.48.050(B)(7); Ch. 9.36</u>	<u>Aggressive Solicitation Violations</u>	<u>\$100</u> <u>\$200</u> <u>\$500</u>	<u>4</u> <u>8</u> <u>12</u>
<u>9.48.050(B)(8); Ch. 12.04</u>	<u>Violations of Park Rules</u>	<u>\$50</u> <u>\$100</u> <u>\$200</u>	<u>4</u> <u>8</u> <u>12</u>
<u>9.48.050(A)</u>	<u>Any misdemeanor offense as set forth in the California Penal Code, Business &amp; Professions Code, Health &amp; Safety Code, Vehicle Code, or other state code, provided such offense does not involve a battery, assault, or other offense related to physical attack or injury on a person</u>	<u>\$100</u> <u>\$200</u> <u>\$500</u>	<u>4</u> <u>8</u> <u>12</u>
<u>8.30.060(A)</u>	<u>Grass taller than 8"</u>	<u>\$50</u> <u>\$100</u> <u>\$200</u>	<u>4</u> <u>8</u> <u>12</u>
<u>8.30.060(B)</u>	<u>Landscape materials or areas infested with insects, disease or vermin</u>	<u>\$100</u> <u>\$200</u> <u>\$500</u>	<u>4</u> <u>8</u> <u>12</u>
<u>8.30.060(C)</u>	<u>Dead or dry plant material</u>	<u>\$100</u> <u>\$200</u> <u>\$500</u>	<u>4</u> <u>8</u> <u>12</u>
<u>8.30.060(D)</u>	<u>Overgrown plant that prohibits pedestrian or vehicular travel or visibility on public street or sidewalk</u>	<u>\$100</u> <u>\$200</u> <u>\$500</u>	<u>4</u> <u>8</u> <u>12</u>
<u>8.30.060(E)</u>	<u>Trees or shrubs with dead limbs and Branches</u>	<u>\$100</u> <u>\$200</u>	<u>4</u> <u>8</u>

<u>Lancaster Municipal Code Section</u>	<u>Violation</u>	<u>Monetary Penalty</u>	<u>Community Service Hours</u>
		\$500	12
8.30.060(F)	Numerous or large areas of bare dirt within lawns.	\$50 \$100 \$200	4 8 12
8.30.060(G)	Planter or lawn areas containing a significant number of weeds	\$50 \$100 \$200	4 8 12
8.30.060(H)	Broken or improperly adjusted irrigation systems resulting in significant or continuous spray, spillage or flow of water onto adjacent property, public streets or continuous pooling or ponding of water either on or off site	\$100 \$200 \$500	4 8 12
8.30.060(I)	Accumulation of large amounts of plant material debris such as leaves, pulled weeds, grass clippings, or branches that are not being used for mulching or composting purposes	\$100 \$200 \$500	4 8 12
8.30.060(J)	Inoperative backflow prevention device on irrigation system	\$100 \$200 \$500	4 8 12
5.04.290; Ch. 5.04; Article I Business Licenses	Failure to obtain business license or other violation of Ch. 5.04; Article I Business Licenses	\$100 \$200 \$500	4 8 12
5.04.210-240; Ch. 5.04; Article II Peddlers and Vendors	Failure to comply with Ch. 5.04; Article II Peddlers and Vendors	\$100 \$200 \$500	3 6 9
5.04.270-280; Ch. 5.04; Article IV Registration of Secondhand Purchases	Failure to comply with Ch. 5.04; Article IV Registration of Secondhand Purchases	\$100 \$200 \$500	4 8 12
5.04.520; Ch. 5.04; Article V Sidewalk Vendors	Failure to comply with Ch. 5.04; Article V Sidewalk Vendors; subject to 5.04.530	\$100 \$200 \$500	4 8 12

## Chapter 1.16

Section 1.16.040 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

### 1.16.040 Definitions.

- A. ~~A.~~ "City" means the city of Lancaster.
- B. ~~B.~~ "Code" means the Lancaster Municipal Code, the Lancaster Zoning Code, or any law, rule, regulation, or code which is adopted by reference.
- C. "Community Service" means work performed for the benefit the community, including the participation in City-approved voluntary education and social service programs that cited persons may elect to perform as an alternative to paying the Penalty.
- D. ~~C.~~ "Enforcement officer" means any person authorized to enforce violations of this code.
- E. ~~D.~~ "Hearing officer" means any person appointed by the city manager to preside over the administrative hearings provided for in Section 1.16.090 of this code.
- F. ~~E.~~ "Party" means any natural person, firm, association, business, trust, organization, corporation, partnership, company or any other entity which is recognized by law as the subject of rights or duties.
- G. ~~F.~~ "Penalty" shall include "civil penalty" and shall mean the amount assessed for violation of this code pursuant to the administrative citation.
- H. ~~G.~~ "Person" means any natural person, firm, association, business, trust, organization, corporation, partnership, company or any other entity which is recognized by law as the subject of rights or duties.
- I. ~~H.~~ "Respondent" means any person or entity who is the registered owner, property owner, legal owner, driver, operator, tenant, lessee or is otherwise liable for penalties in accordance with the applicable section of this code, and who contests or disputes liability for civil penalties.
- J. ~~I.~~ "Responsible person" shall mean an owner of any property, a person who is responsible for control of the property or the condition of the property or a person who is responsible for repair or maintenance of the property.

Section 1.16.080 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

1.16.080– Contents of administrative citation-

The administrative citation shall include all the following:

- A. ~~A.~~–A brief description of the violation;
- B. ~~B.~~–Date and location of the violation(s) and the approximate time the violation(s) was observed; and/or committed:
- C. ~~C.~~–Code section(s) violated~~;~~;
- D. ~~D.~~–Description of corrective action required~~;~~;
- E. ~~E.~~–A statement explaining that each day constitutes a new violation~~;~~;
- F. ~~F.~~–The amount of civil penalty imposed for the violation(s) as set forth in Section 1.12.020 of the Lancaster Municipal Code;
- G. ~~G.~~–A statement advising that the fine shall be paid to the city within ~~thirtysixty~~ (3060) days from the date on the administrative citation, procedure for payment, and the consequences of failure to pay; ~~and~~
- H. ~~H.~~–A statement describing the responsible party~~'~~'s rights of appeal~~;~~;
- I. Notice of the process for waiving or reducing payment requirements related to the citation;  
and
- J. A link to the City's website including the online location of the ability to pay form.

Section 1.16.085 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

1.16.085 ~~Initial review~~–Review of administrative citation or ability to pay-

- A. ~~A.~~–Request for initial review of administrative citation.
  - 1. ~~1.~~–A person who has been issued an administrative citation pursuant to this chapter may request an initial review of the citation by the City. The request shall be made in writing and shall state the reason(s) that the citation should be dismissed. The requestor shall include a copy of all pertinent evidence. The request must include a mailing address and, if available, an email address to which correspondence related to the request may be sent. The written request for an initial review must be received by the city clerk's office within fourteen (14) calendar days from the date of the citation's issuance. No fee shall be required for filing the request for an initial review. Failure of the city clerk to receive a timely request

for an initial review constitutes a waiver of the right to contest the administrative citation; in this event, the citation is final and binding, and payment shall be due within ~~thirty~~sixty (30~~60~~) calendar days from the date of the citation's issuance.

2. ~~2.~~ Upon timely receipt of a written request for an initial review of the administrative citation, the ~~public safety director, development services director,~~City Manager or a person designated by ~~either director~~the City Manager to act as a reviewing officer shall conduct an initial review of the administrative citation, the written incident report or statement of facts, and the request for review and all evidence submitted with the request. The reviewing officer shall assess whether the evidence shows that the violation occurred and if any extenuating circumstances exist that warrant dismissal, and shall make a decision to preliminarily uphold or dismiss the citation. The reviewing officer shall notify the cited person of the decision in writing by mail and/or email within ninety (90) calendar days from the date of receipt of the request for initial review; provided, however, that the ~~public safety director or development services director~~City Manager or person designated by the City Manager may extend the ninety (90) day deadline upon a finding of good cause.

B. ~~B.~~ Initial review of ability to pay.

- ~~1. — A cited person, regardless of whether he/she wishes to challenge the citation who believes he/she is unable to pay, may request an initial review of the person's ability to pay. In addition to the written request for review based on ability to pay, a statement of financial worth shall be submitted. The request must include a mailing address and, if available, an email address to which correspondence related to the request may be sent. The written request for an initial review must be received by the city clerk's office within fourteen (14) calendar days from the date of the citation's issuance. No fee shall be required for filing the request for an initial review. Failure of the city clerk to receive a timely request for an initial review constitutes a waiver of the right to challenge the ability to pay. In this event, the citation is final and binding, and payment shall be due within thirty (30) calendar days from the date of the citation's issuance; provided, however, that if the cited person timely filed a request for review of the administrative citation, the payment of the citation will be due in accordance with the outcome of that initial review and any subsequent proceedings.~~

1. Indigency Waiver. The City will provide an ability to pay form on its website and make a physical copy of the form available at City Hall and the Public Safety Department office. The City shall waive the citation penalty, any late payment or collection fee, and the payment requirement to appeal for individuals who demonstrate they are indigent. The City will accept that a cited person is indigent if the person fits into one of the following three categories:

- i. The person is “very low-income,” as defined in Health and Safety Code section 50105;
- ii. The person has qualified with another public agency to receive means-tested public benefits, including the following:
  1. Supplemental Security Income or State Supplemental Payment
  2. Cash Assistance Program for Immigrants (“CAPI”)
  3. CalWorks
  4. Medi-Cal
  5. General Relief
  6. Temporary Assistance for Needy Families (“TANF”)
  7. In-Home Supportive Services (“IHSS”)
- iii. The person is “homeless,” as defined by 24 C.F.R. section 578.3.

~~2. —The statement of financial worth form shall include information relating to the cited person's employer, real and tangible personal property, monthly income including federal and/or state benefits, and all monthly financial obligations. The cited person shall certify the content of the statement as to its truth and correctness under penalty of perjury. The cited person shall also sign a release form of that person's most recent federal income tax return.~~

2. To establish eligibility for an indigency waiver, a cited person shall present one of the following forms of proof, dated within sixty (60) days before or after the date of the citation, establishing that they are indigent.

- i. Evidence that a person is “very-low income” as defined in Health and Safety Code section 50105: (1) copy of pay stub; (2) copy of tax return; (3) W-2 form; or (4) statement of gross monthly income, signed under penalty of perjury;

- ii. Evidence of receipt of means-tested public benefits: (1) benefit verification or “award” letter; (2) notice of action; (3) copy of benefits check stub; (4) Housing Authority of the City of Los Angeles (HACLA) voucher; (5) Medi-Cal card; (6) income and eligibility verification form issued by a public agency administering benefits; (7) monthly reporting form issued by a public agency administering benefits; or (8) benefits card;
- iii. Evidence that a person is “homeless”: (1) verification of homelessness from Los Angeles Homeless Services Authority; (2) documentation from a service provider demonstrating homelessness; (3) documentation from a shelter demonstrating homelessness; or (4) administrative citation in which the citing officer describes the cited person as “unhoused,” “homeless,” “transient,” or some other term denoting homelessness.

3. The reviewing officer shall make a determination of whether or not the cited person has the ability to pay the full deposit to appeal an administrative citation based on the information provided in the statement of financial worth, and shall notify the cited person in writing by mail and/or email within ninety (90) calendar days from the date of receipt of the request for initial review; provided, however, that the ~~public safety director or development services director~~ City Manager or person designated by the City Manager may extend the ninety (90) day deadline upon a finding of good cause.

~~4.—A person who requested an initial review solely on the basis of ability to pay, for whom the determination has been made that the person has the financial ability to pay the full amount of the citation in one (1) payment, shall submit payment of the full amount of the citation within thirty (30) calendar days from the date of the notice of determination of ability to pay.~~

4. A previously-granted waiver of the payment requirement to appeal based on inability to pay will automatically qualify a cited individual for an indigency waiver of the citation penalty for the same administrative citation. The City will not require a cited individual to furnish documentation establishing inability to pay the same citation more than once.

5. A person for whom the determination has been made that the person does not have the ability to pay the full amount of the citation ~~in one (1) payment~~, shall, no later than fourteen (14) calendar days from the date of the determination, coordinate with the department to ~~establish a payment plan whereby the cited person shall make timely~~

~~monthly payments until the citation has been paid in full~~enroll in and perform community service according to the manner set forth in Sections 1.16.040 and 1.16.095 of this Chapter.

Section 1.16.095 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

1.16.095 = Community service in lieu of payment of penalty.

- A. ~~A.~~ As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform Community Service. The amount of hours of community service. ~~The amount of the citation shall necessary to be reduced~~performed for each ~~hour of community service at a rate in accordance with the state's minimum wage in effect at the time the community service is performed.~~violation is set forth in section 1.12.020 of Chapter 1.12 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.
- B. In the event a person who has enrolled in community service fails or refuses to perform the community service in a timely and appropriate manner, as provided in any applicable rules, regulations, policies and procedures, the ~~city~~City may cancel the community service agreement and collect any unpaid balance of the administrative citation in accordance with ~~section~~Section 1.16.100 of this ~~chapter~~Chapter.
- C. To ensure that community service alternatives to citation penalties are equally accessible to persons with disabilities, the City will provide reasonable accommodations. The City will adopt and maintain a process for receiving and addressing disability accommodation requests and grievances related to administrative citations.

Section 1.16.100 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

1.16.100 = Penalties assessed.

~~A.~~ ~~The~~



A. Every person who violates any of the provisions of this chapter is guilty of an infraction and upon conviction is punishable as provided in Chapter 1.12 of the Lancaster Municipal Code or as otherwise provided in California Penal Code Section 374.4.

Violations of any of the provisions of this chapter may, in the alternative, be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as ~~adopted by resolution of the city council~~ set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

B. ~~B.~~ If the violator or property owner fails to correct the violation, subsequent administrative citations may be issued for the same violation(s).

C. ~~C.~~ Payment of the penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action by the city.

D. ~~D.~~ All penalties assessed shall be payable to the ~~city~~ City.

E. ~~E.~~ The failure of any person to pay a penalty assessed by administrative citation within the time specified on the citation pursuant to Section 1.16.080(g) shall result in the assessment of an additional late fee. The amount of the late fee shall ~~be one hundred~~ not exceed Thirty Dollars (~~100~~ \$30.00) ~~percent of the total amount of the~~ per administrative ~~penalty owed~~ citation.

F. ~~F.~~ The failure of any person to pay a penalty assessed by administrative citation ~~with~~ within the time specified on the citation constitutes a debt to the city. To enforce that debt, the city may file a civil action, impose a special assessment as set forth below, or pursue any other legal remedy to collect such money.

G. ~~G.~~ The city may impose a special assessment against the property that is the subject of a citation if the citation has been issued to the property owner. The city shall record a notice of lien in the office of the county recorder when the special assessment procedure is used. When so made and confirmed, the cost shall constitute a lien on that property for the amount of the assessment. After confirmation and recordation, a copy shall be turned over to the Los Angeles county tax collector. At that point, it will be the duty of the tax collector to add the amounts of the respective assessments to the next regular property tax bills levied against the lots and parcels

of land for municipal purposes. Those amounts shall be collected at the same time and in the same manner as ordinary property taxes are collected, and shall be subject to the same penalties and procedures under foreclosure and sale as provided for with ordinary municipal taxes. Or, after recording, the lien may be foreclosed by judicial or other sale in the manner and means provided by law:

Section 1.16.140 is hereby added to the Lancaster Municipal Code as follows:

1.16.140 – Rules, regulations.

The city manager, or city manager’s designee is authorized to promulgate such rules, regulations, policies and procedures as may be necessary or convenient to implement this chapter.

## EXHIBIT "B"

Title 5 of the Lancaster Municipal Code is hereby amended as follows:

### Chapter 5.04

Section 5.04.520 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

5.04.520 – Penalties.

A. Violations of any of the provisions of this chapter shall not be prosecuted as infractions or misdemeanors and but shall only be punished by the following issuance of an administrative citation and revocation structure-, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

- ~~1. — Except as otherwise provided in this chapter, any violation of this chapter shall be assessed administrative fines in the following amounts:
  - ~~a) — An administrative fine not exceeding one hundred dollars (\$100.00) for a first violation.~~
  - ~~b) — An administrative fine not exceeding two hundred dollars (\$200.00) for a second violation within one (1) year of the first violation.~~
  - ~~c) — An administrative fine not exceeding five hundred dollars (\$500.00) for each additional violation within one (1) year of the first violation.~~~~
- ~~2. — If a sidewalk vendor violates any portion of this chapter and cannot present the citing officer with a proof of a valid city business license, the sidewalk vendor shall be assessed administrative fines in the following amounts in lieu of the administrative fines set forth in paragraph (1):
  - ~~a) — An administrative fine not exceeding two hundred fifty dollars (\$250.00) for a first violation.~~
  - ~~b) — An administrative fine not exceeding five hundred dollars (\$500.00) for a second violation within one (1) year of the first violation.~~
  - ~~c) — An administrative fine not exceeding one thousand dollars (\$1,000.00) for each additional violation within one (1) year of the first violation.~~~~

~~3.—Upon proof of a valid city business license issued by the local authority, the administrative fines set forth in paragraph (2) shall be reduced to the administrative fines set forth in paragraph (1), respectively.~~

~~4.—~~

B. The city manager, or the city manager's designee may rescind a sidewalk vendor's business license for the term of that license upon the fourth violation or subsequent violations.

Section 5.04.530 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

5.04.530 = Ability-to-pay determinations.

~~A.—When assessing an administrative fine under this chapter, the city will take into consideration a sidewalk vendor's ability to pay the fine, in the manner set forth in Section 1.16.085 of Chapter 1.16 of this Code.~~

~~1.—Any fine issued under this section will be accompanied by a notice of and instruction regarding a person's right to request an ability to pay determination.~~

~~2.—An operator or vendor may request an ability to pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a collection program.~~

~~B.—If an operator or vendor is receiving public benefits under Government Code section 68632 (a), or has a monthly income which is 125 percent or less than the current poverty guidelines updated periodically in the federal register by the United States Department of Health and Human Services, the operator or vendor's administrative fine is limited to twenty (20) percent of the amount assessed. The city may also take the following actions:~~

~~1.—Allow the operator or vendor to complete community~~

~~2.—Waive the administrative fine; or~~

~~3.—Offer an alternative disposition.~~

Section 5.04.560 of the Lancaster Municipal Code is hereby added to the Lancaster Municipal Code as follows:

5.04.560 – Community service in lieu of payment of penalty. As an alternative to paying the amount of the administrative citation, a sidewalk vendor may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code.

## EXHIBIT “C”

Title 8 of the Lancaster Municipal Code is hereby amended as follows:

### Chapter 8.20

Section 8.20.150 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

8.20.150 – Violation— – Penalty:

Every person who violates any of the provisions of this chapter is guilty of an infraction and upon conviction is punishable as provided in Chapter 1.12 of the Lancaster Municipal Code or as otherwise provided in California Penal Code Section 374.4.

Violations of any of the provisions of this chapter may, in the alternative, be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

### Chapter 8.24

Section 8.24.060 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

8.24.060 – Violation— – Penalty:

~~Any~~Every person ~~violating who violates~~ any of the provisions of this chapter ~~shall be deemed is~~ guilty of ~~a misdemeanor, an infraction~~ and upon conviction ~~thereof, shall be fined in the amount not exceeding one thousand dollars (\$1,000.00) or be imprisoned in the county jail for a period not exceeding six months, or by both such fine and imprisonment. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.~~ is punishable as provided in Chapter 1.12 of the Lancaster Municipal Code or as otherwise provided in California Penal Code Section 415.

Violations of any of the provisions of this chapter may, in the alternative, be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

### **Chapter 8.30**

Section 8.30.080 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

8.30.080 – Violations and remedies.

~~Violations of this chapter may be remedied by the city through the provisions of Chapter 1.16 or Chapter 8.28 as determined appropriate by the director.~~ any of the provisions of this chapter shall not be prosecuted as infractions or misdemeanors but shall be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

### **Chapter 8.62**

Section 8.62.130 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

8.62.130 – Penalty.

~~Notwithstanding any other provision of the municipal code to the contrary, any person who violates any provision of this chapter, and any cart owner who violates or fails to comply with or continuously maintain any provision of the shopping cart owner's city approved cart containment~~

~~and retrieval plan, is guilty of a misdemeanor unless the offense is charged as an infraction by a prosecuting attorney.~~ Every person who violates any of the provisions of this chapter is guilty of an infraction and upon conviction is punishable as provided in Chapter 1.12 of the Lancaster Municipal Code or as otherwise provided in Business and Professions Code sections 22435 *et seq.*

Violations of any of the provisions of this chapter may, in the alternative, be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.



## EXHIBIT “D”

Title 9 of the Lancaster Municipal Code is hereby amended as follows:

### Chapter 9.12

Section 9.12.040 of the Lancaster Municipal Code is hereby added to the Lancaster Municipal Code as follows:

#### 9.12.040 – Violations and remedies.

Every person who violates any of the provisions of this chapter is guilty of an infraction and upon conviction is punishable as provided in Chapter 1.12 of the Lancaster Municipal Code or as otherwise provided in the California Penal Code, including, but not limited to, Sections 647 *et seq.*, and 653 *et seq.*

Violations of any of the provisions of this chapter may, in the alternative, be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

### Chapter 9.16

Section 9.16.050 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

#### 9.16.050 – ~~Violation~~ – ~~Penalty~~.

~~A violation of any provision of this chapter is punishable by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment not exceeding six months or by both such fine and imprisonment.~~

Every person who violates any of the provisions of this chapter is guilty of an infraction and upon conviction is punishable as provided in Chapter 1.12 of the Lancaster Municipal Code or as otherwise provided in the California Penal Code, including, but not limited to, Sections 647 *et seq.*, and 653 *et seq.*

Violations of any of the provisions of this chapter may, in the alternative, be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

### **Chapter 9.18**

Section 9.18.040 of the Lancaster Municipal Code is hereby and restated in its entirety to read as follows:

9.18.040 Penalty.

~~Violation of this chapter shall be punishable by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment not to exceed six months, or both.~~

Every person who violates any of the provisions of this chapter is guilty of an infraction and upon conviction is punishable as provided in Chapter 1.12 of the Lancaster Municipal Code or as otherwise provided in the California Penal Code, including, but not limited to, Sections 647 *et seq.*, and 653 *et seq.*

Violations of any of the provisions of this chapter may, in the alternative, be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

### **Chapter 9.20**

Section 9.20.040 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

9.20.040 ~~– Violation~~ ~~– Penalty~~.

Every person who violates any of the provisions of this chapter is guilty of ~~a misdemeanor an~~ infraction and upon conviction is punishable ~~by a fine not exceeding one thousand dollars (\$1,000.00) or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment~~ as provided in Chapter 1.12 of the Lancaster Municipal Code or as otherwise provided in the California Penal Code, including, but not limited to, Sections 647 *et seq.*, and 653 *et seq.* and/or Business and Professions Code Section 25620.

Violations of any of the provisions of this chapter may, in the alternative, be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

### Chapter 9.34

Section 9.34.020 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

9.34.020 ~~– Enforcement and penalties~~.

A. This chapter may be enforced by peace officer and by city of Lancaster employees in accordance with Chapter 1.08 of this Code.

B. Violations of this chapter may be punished as set forth in Chapter 1.12 of this Code, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of

Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

### **Chapter 9.36**

Section 9.36.040 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

9.36.040 –Penalty.

A violation of this section is punishable as a misdemeanor or chargeable at the district attorney's or city prosecutor's discretion.

Violations of any of the provisions of this chapter may, in the alternative, be punished by the issuance of an administrative citation, the penalty amount of which shall be assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

### **Chapter 9.48**

Section 9.48.060 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

9.48.060 –Administrative citations.

A. As an alternative to pursuing misdemeanor criminal proceedings, any officer, as defined in this chapter, may issue an administrative citation to a person when the officer has determined, through personal observation or after undertaking standard law enforcement investigatory actions, that the person has committed an offense as set forth in section 9.48.050. A separate citation will be issued for the commission of each separate or subsequent enumerated offense.

B. Within ~~ten (10) days~~72 hours after issuance of a citation, the citing officer shall submit a copy of the citation and a written incident report or statement of facts to the director. Alternatively, in lieu of issuing the citation, the officer may elect to submit the written incident report or statement of facts to the director, who may then issue the citation.

C. An administrative citation may be personally given to the offender, or the offender may be served by first class mail to an address which is either: (i) indicated on any form of identification presented to the officer, ~~or of~~ (ii) discovered by the officer during the course of his or her standard law enforcement investigatory actions. The date a citation is placed in a U.S. Postal Service mail ~~receptacle~~receptacle shall be the date of service. A declaration of service shall be made by the person mailing the administrative citation showing the date and manner of service by mail and reciting the name and address of the citation addressee. Failure of any responsible person to receive an administrative citation by mail shall not invalidate any citation issued pursuant to this chapter.

D. The citation shall be in a city-approved format, and shall include the following information:

- ~~1. A brief description of the offense committed~~violation;
- ~~2. The date, Date and location of the violation(s) and the approximate time the offense violation(s) was observed and/or committed;~~
- ~~3. The state or municipal code~~Code section(s) violated;
- ~~4. Description of the offense committed; corrective action required;~~
- ~~4.—A statement describing the cited person's due process rights related to contesting the citation;~~
- ~~5. A statement explaining that each day constitutes a new violation;~~
- ~~6. The amount of civil penalty imposed for the violation(s) as set forth in Section 1.12.020 of the Lancaster Municipal Code;~~
- ~~7. A statement advising that the fine shall be paid to the city within thirty~~sixty (30/60) days from the date ~~of on~~ the administrative citation, procedure for payment, and the consequences of failure to pay;
- ~~8. A statement describing the responsible party's rights of appeal;~~
- ~~9. Notice of the process for waiving or reducing payment requirements related to the citation;~~  
~~and~~
- ~~10. A link to the City's website including the online location of the ability to pay form.~~

E. The penalty amounts of administrative citations issued pursuant to this chapter shall be ~~as follows, which city council may periodically adjust by resolution;~~ assessed at a rate as set forth in the Fee Schedule in Section 1.12.020 of Chapter 1.12 of this Code.

- ~~1.—For the first administrative citation, the penalty shall be an amount set by resolution of the city council, not to exceed five hundred dollars (\$500.00);~~

~~2. For the second and any subsequent administrative citation, the penalty shall be an amount set by resolution of the city council, not to exceed one thousand dollars (\$1,000.00).~~

Section 9.48.070 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

9.48.070 Initial review of administrative citation or ability to pay:

A. ~~A.~~ Request for initial review of administrative citation.

1. ~~1.~~ A person who has been issued an administrative citation pursuant to this chapter may request an initial review of the citation by the ~~city~~City. The request shall be made in writing and shall state the reason(s) that the citation should be dismissed. The requestor shall include a copy of all pertinent evidence. The request must include a mailing address and, if available, an email address to which correspondence related to the request may be sent. The written request for an initial review must be received by the city clerk's office within fourteen (14) calendar days from the date of the citation's issuance. No fee shall be required for filing the request for an initial review. Failure of the city clerk to receive a timely request for an initial review constitutes a waiver of the right to contest the administrative citation; in this event, the citation is final and binding, and payment shall be due within ~~thirtysixty~~thirty (~~3060~~) calendar days from the date of the citation's issuance.

2. ~~2.~~ Upon timely receipt of a written request for an initial review of the administrative citation, the City Manager or a person designated by the City Manager to act as a reviewing officer shall conduct an initial review of the administrative citation, the written incident report or statement of facts, and the request for review and all evidence submitted with the request. The reviewing officer shall assess whether the evidence shows that the violation occurred and if any extenuating circumstances exist that warrant dismissal, and shall make a decision to preliminarily uphold or dismiss the citation. The reviewing officer shall notify the cited person of the decision in writing by mail and/or email within ninety (90) calendar days from the date of receipt of the request for initial review; provided, however, that the ~~director~~City Manager or person designated by the City Manager may extend the ninety (90) day deadline upon a finding of good cause.

B. ~~B.~~ Initial review of ability to pay.

~~1. —A cited person, regardless of whether he/she wishes to challenge the citation, who believes he/she is unable to pay, may request an initial review of the person's ability to pay. In addition to the written request for review based on ability to pay, a statement of financial worth shall be submitted. The request must include a mailing address and, if available, an email address to which correspondence related to the request may be sent. The written request for an initial review must be received by the city clerk's office within fourteen (14) calendar days from the date of the citation's issuance. No fee shall be required for filing the request for an initial review. Failure of the city clerk to receive a timely request for an initial review constitutes a waiver of the right to challenge the ability to pay. In this event, the citation is final and binding, and payment shall be due within thirty (30) calendar days from the date of the citation's issuance; provided, however, that if the cited person timely filed a request for review of the administrative citation, the payment of the citation will be due in accordance with the outcome of that initial review and any subsequent proceedings.~~

1. Indigency Waiver. The City will provide an ability to pay form on its website and make a physical copy of the form available at City Hall and the Public Safety Department office. The City shall waive the citation penalty, any late payment or collection fee, and the payment requirement to appeal for individuals who demonstrate they are indigent. The City will accept that a cited person is indigent if the person fits into one of the following three categories:

- i. The person is “very low-income,” as defined in Health and Safety Code section 50105;
- ii. The person has qualified with another public agency to receive means-tested public benefits, including the following:
  1. Supplemental Security Income or State Supplemental Payment
  2. Cash Assistance Program for Immigrants (“CAPI”)
  3. CalWorks
  4. Medi-Cal
  5. General Relief
  6. Temporary Assistance for Needy Families (“TANF”)
  7. In-Home Supportive Services (“IHSS”)
- iii. The person is “homeless,” as defined by 24 C.F.R. section 578.3.

2. To establish eligibility for an indigency waiver, a cited person shall present one of the following forms of proof, dated within sixty (60) days before or after the date of the citation, establishing that they are indigent.

iv. Evidence that a person is “very-low income” as defined in Health and Safety Code section 50105: (1) copy of pay stub; (2) copy of tax return; (3) W-2 form; or (4) statement of gross monthly income, signed under penalty of perjury;

v. Evidence of receipt of means-tested public benefits: (1) benefit verification or “award” letter; (2) notice of action; (3) copy of benefits check stub; (4) Housing Authority of the City of Los Angeles (HACLA) voucher; (5) Medi-Cal card; (6) income and eligibility verification form issued by a public agency administering benefits; (7) monthly reporting form issued by a public agency administering benefits; or (8) benefits card;

vi. Evidence that a person is “homeless”: (1) verification of homelessness from Los Angeles Homeless Services Authority; (2) documentation from a service provider demonstrating homelessness; (3) documentation from a shelter demonstrating homelessness; or (4) administrative citation in which the citing officer describes the cited person as “unhoused,” “homeless,” “transient,” or some other term denoting homelessness.

3. The reviewing officer shall make a determination of whether or not the cited person has the ability to pay the full deposit to appeal an administrative citation based on the information provided in the statement of financial worth, and shall notify the cited person in writing by mail and/or email within ninety (90) calendar days from the date of receipt of the request for initial review; provided, however, that the ~~director~~City Manager or person designated by the City Manager may extend the ninety (90) day deadline upon a finding of good cause.

~~4.—A person who requested an initial review solely on the basis of ability to pay, for whom the determination has been made that the person has the financial ability to pay the full amount of the citation in one (1) payment, shall submit payment of the full amount of the citation within thirty (30) calendar days from the date of the notice of determination of ability to pay.~~

~~5.—~~



4. A previously-granted waiver of the payment requirement to appeal based on inability to pay will automatically qualify a cited individual for an indigency waiver of the citation penalty for the same administrative citation. The City will not require a cited individual to furnish documentation establishing inability to pay the same citation more than once.

A person for whom the determination has been made that the person does not have the ability to pay the full amount of the citation ~~in one (1) payment~~, shall, no later than fourteen (14) calendar days from the date of the determination, coordinate with the department to ~~establish a payment plan whereby the cited person shall make timely monthly payments until the citation has been paid in full~~enroll in and perform community service according to the manner set forth in Section 1.16.095 of Chapter 1.16.095 of the Code.

Section 9.48.080 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:

9.48.080 ~~Administrative hearing.~~Hearing

A. A person whose initial review of an administrative citation has resulted in the citation being upheld pursuant to this chapter may contest the citation by filing a written appeal on a city-approved form to the city clerk within fourteen (14) calendar days from the date of the issuance of the written statement of the results of the initial review. The basis for the appeal must be specified in detail on the appeal form. The appeal form must include a mailing address and, if available, an email address to which correspondence related to the request may be sent. Failure of the city clerk to receive a timely appeal constitutes a waiver of the right to contest a citation; in this event, the citation is final and binding.

B. A deposit in the amount of the citation must be paid at the time the appeal is filed. A cited person for whom a determination has been made that the person is unable to pay the full amount of the citation ~~in one (1) payment as set forth in section 9.48.070 B.(5) of this chapter shall tender the first payment of the payment plan established pursuant to that subsection~~shall not be required to pay the deposit at the time the appeal is filed.

C. As soon as practicable after a timely appeal is filed, the city manager or his/her designee shall fix a date, time and place for a hearing. The hearing shall be conducted by a hearing officer. Written notice of the time and place for the hearing shall be served by first class mail and/or email at least ten (10) calendar days prior to the date of the hearing.

D. An appellant may request, in writing, that the ~~director~~ city manager or his/her designee reschedule the hearing if the request is made at least twenty-four (24) hours prior to the hearing. The ~~director~~ city manager or his/her designee shall grant one (1) continuance of the hearing date.

E. Failure of an appellant to appear at the scheduled hearing shall constitute the appellant's waiver of the right to appeal and a forfeiture of the citation amount deposited at the time the appeal was filed.

F. Appeal hearings are informal, and formal rules of evidence and discovery do not apply. The city bears the burden of proof to establish, by a preponderance of evidence, that the appellant committed the offense that was the basis for the citation. The officer issuing the administrative citation and/or submitting the written incident report or statement of facts shall not be required to appear at the hearing. The hearing officer shall accept testimony by declaration under penalty of perjury relating to the commission of the offense, as set forth in the issuing officer's incident report or statement of facts, and shall consider any other relevant evidence concerning the commission of the offense that the director or his/her designee may present at the hearing. The hearing officer shall also take the testimony of the appellant, and/or his or her witnesses, will consider any other credible relevant rebuttal evidence the appellant may wish to present. The appellant may represent himself or herself or be represented by anyone of his or her choice, including counsel, at his or her sole expense. The appellant may bring an interpreter to the hearing at his or her sole expense.

G. The hearing officer shall make findings based on the record of the hearing, and shall prepare a written decision, based on those findings, to uphold or dismiss the citation. A hearing officer may uphold the citation but modify the penalty amount if extenuating circumstances warrant a modification in the interest of justice. A copy of the written decision shall be served on the appellant by first class mail within fourteen (14) days after the hearing. If the citation is dismissed, the city shall refund the amount of the citation deposit to the appellant within thirty (30) days from the date of the decision.

H. The decision of the hearing officer is final and conclusive, subject only to review by the superior court in accordance with the time limits set forth in Code of Civil Procedure Section 1094.6.

[Section 9.48.090 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows:](#)

9.48.090 – Community service in lieu of payment of penalty

**A.**

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service. ~~The, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation shall be reduced for each hour of community service at a rate in accordance with the state's minimum wage in effect at the time the community service is performed.~~

~~B.—In the event a person who has enrolled in community service fails or refuses to perform the community service in a timely and appropriate manner, as provided in any applicable rules, regulations, policies and procedures, the city may cancel the community service agreement and collect any unpaid balance of the administrative citation in accordance with section 9.48.100 of this chapter.~~

## EXHIBIT “E”

Title 12 of the Lancaster Municipal Code is hereby amended as follows:

### Chapter 12.04

Section 12.04.480 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as follows: :

#### ~~12.04.480 Violation—Penalty.~~

~~It is a misdemeanor for any person within an area owned or controlled by the city to knowingly and wilfully violate any provision of this chapter, the conditions of any permit issued pursuant hereto, or any rule or regulation relating to parks or buildings.~~

#### 12.04.480 – Violation – Penalty.

Every person who violates any of the provisions of this chapter is guilty of an infraction and upon conviction is punishable as provided in Chapter 1.12 of the Lancaster Municipal Code or as otherwise provided in the applicable sections of the California Penal Code.

As an alternative to paying the amount of the administrative citation, a cited person may elect to enroll in and perform community service, as set forth in Section 1.16.095 of Chapter 1.16 of this Code. A cited person who has been granted an indigency waiver pursuant to section 1.16.085 of Chapter 1.16 of this Code shall enroll in and perform community service as an alternative to paying the amount of the administrative citation.

Document comparison by Workshare Compare on Friday, December 9, 2022  
8:02:36 AM

<b>Input:</b>	
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Description	Original Ordinance Sections
Document 2 ID	file://C:\Users\gmaestri\Desktop\Lancaster Municipal Code Sections\Revised Ordinance Sections.docx
Description	Revised Ordinance Sections
Rendering set	Standard

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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Moved to	3
Style changes	0
Format changes	0
<b>Total changes</b>	<b>711</b>



**STAFF REPORT**  
**City of Lancaster**

PH 1
1/10/2023
JC

Date: January 10, 2023

To: Mayor Parris and City Council Members

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

Subject: Middle Income Housing Program

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**Recommendations:**

1. Adopt **Resolution No.** \_\_\_\_\_, approving, authorizing, and directing execution of a joint exercise of powers agreement relating to the CMFA Special Finance Agency (the “Agency”) supporting the Agency’s issuance of bonds for the production, preservation, and protection of essential middle-income rental housing (“Middle-Income Housing Program”).
2. Authorize the City Manager, or his designee, to enter into a Public Benefit Agreement, substantially in the form attached, with the Agency, which may result in the City receiving surplus revenue from the future sale of the Project;
3. Authorize the City Manager, or his designee to execute related documents and take any additional actions that may be required to implement the Middle-Income Housing Program.
4. Find that the California Environmental Quality Act does not apply to this item.

**Fiscal Impact:**

If a property is purchased by the Agency, the property may be exempt from paying property taxes, resulting in an initial loss of revenue to the City. The property tax loss would be a relatively insignificant reduction in revenue to the City, and enables the financial feasibility of acquiring properties to create housing opportunities for middle-income residents that might not otherwise exist. Under the terms of the Public Benefit Agreement, if a property generates surplus cash flow through the proceeds of the sale of a property, the City will receive a portion of the surplus revenue, which could well exceed any temporary loss of property tax revenue. Through its conduit issuance activities, the California Municipal Finance Authority (“CMFA”) shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City, it is expected that a portion

of the issuance fee will be granted by the Agency to the general fund of the City. Such grant may be used for any lawful purpose of the City.

**Background:**

The City encourages and supports a full range of housing options affordable to different income levels. With rapidly increasing housing costs in the State, many California communities have market-rate rental housing for higher-income residents and subsidized rental housing for lower-income residents, but exclude middle-income households who cannot afford the former and do not qualify for the latter. Those households are often referred to as the “missing middle.”

The Agency is an affiliate joint powers authority of the CMFA, created to enable the CMFA to help alleviate California’s housing crisis. Through the Middle-Income Housing Program, the Agency issues government bonds to acquire market-rate housing. These properties are then converted to income and rent-restricted units for middle-income households, which are generally households earning 61% to 120% of AMI. Additionally, annual rent increases would be capped at no more than 4%, which is less than the rent limits under AB1482, the recently adopted State tenant protection legislation. No existing tenants would be displaced in connection with the acquisition of these properties.

When a property is acquired by the Agency, the City would execute a Public Benefit Agreement. Under the Public Benefit Agreement, the City, at its sole discretion, may force a sale of the property between Year 15 and until no bonds are outstanding, and the City, along with certain other taxing agencies (including the County and School District), would receive a portion of the net sale proceeds.

The Agency is working with Ascenda Capital to acquire the Vello Valley project, and convert the property into middle-income housing. Vello Valley is located at 43808 Vintage Street in the City of Lancaster, and is comprised of 172 units. These units will be available to all income-qualified individuals and families. Marketing of vacant units will focus on law enforcement officers, fire fighters, health care workers, teachers, aerospace employees, and Union workers in an effort to satisfy the housing needs of these vital local industries.

California Municipal Finance Authority:

The CMFA was created on January 1, 2004, pursuant to a joint exercise of powers agreement to promote economic, cultural, and community development, through the financing of economic development and charitable activities throughout California. To date, over 300 municipalities, including the City of Lancaster, have become members of CMFA. The CMFA is the only financing authority that has granted over \$25M dollars directly to local governments and 501c3 nonprofit organizations during the past sixteen years.

Execution of the Joint Exercise of Powers Agreement:

In order for the Agency to have the authority to serve as the issuer of the bonds for the project, it is necessary for the City of Lancaster to become a member of the CMFA Special Finance Agency.

The Joint Exercise of Powers Agreement provides that the Agency is a public entity, separate and apart from each member executing such agreement. The debts, liabilities, and obligations of the Agency do not constitute debts, liabilities, or obligations of the members executing such agreement.

The bonds to be issued by the Agency for the project will be the sole responsibility of the borrower,



and the City will have no financial, legal, or moral obligation, liability, or responsibility for a project, or the repayment of the bonds for the financing of the project. All financing documents with respect to the issuance of bonds will contain clear disclaimers that the bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the borrower.

There are no costs associated with membership in the Agency, and the City will in no way become exposed to any financial liability by reason of its membership in the Agencies. In addition, participation by the City in the Agencies will not impact the City's appropriations limits, and will not constitute any type of indebtedness by the City.

CA/sm

**Attachments:**

Resolution No.

Exhibit A: Public Benefit Agreement

Exhibit B: Regulatory Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, APPROVING, AUTHORIZING, AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CMFA SPECIAL FINANCE AGENCY, SUPPORTING THE AGENCY'S ISSUANCE OF BONDS FOR THE PRODUCTION, PRESERVATION, AND PROTECTION OF ESSENTIAL MIDDLE-INCOME RENTAL HOUSING

WHEREAS, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), certain public agencies including the California Municipal Finance Authority (collectively, the "Members") have entered into a Joint Exercise of Powers Agreement Relating to the CMFA Special Finance Agency, dated as of October 1, 2021 (the "Agreement"), in order to form the CMFA Special Finance Agency (the "Agency") for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members or granted by the Act, including by the issuance of bonds, notes or other evidences of indebtedness; and

WHEREAS, the City of Lancaster (the "City") has determined that it is in the public interest and for the public benefit that the City become an Additional Member of the Agency pursuant to Section 12 of the Agreement in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Agency; and

WHEREAS, the Agreement has been filed with the City, and the members of the City Council of the City (the "City Council"), with the assistance of its staff, have reviewed said document; and

WHEREAS, the Agency is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the construction, acquisition and rehabilitation of capital projects; and

WHEREAS, among projects that may be financed by the Agency, the Agency proposes to issue from time to time its governmental purpose revenue bonds (the "Bonds") to finance the acquisition, construction, development and certain related costs of a middle-income multifamily rental housing development within the City located at 43808 Vintage Street, known as "Vello Valley" (the "Project"); and

WHEREAS, the Agency proposes to grant to the City in connection with the financing of the Project the right to cause the Agency to sell the Project to the City or its designee, starting upon the date fifteen (15) years from the issuance of the Bonds pursuant to a Public Benefit Agreement (the "Public Benefit Agreement"), by and between the Agency and the City, substantially in the form that has been filed with the City Council, subject to such immaterial modifications as have been approved by the Mayor, the City Manager or the respective designee thereof and approved

as to form by the City Attorney; and

WHEREAS, it is in the public interest and for the public benefit that the City Council approve the issuance of the Bonds by the Agency for the aforesaid purposes; and

WHEREAS, Section 3(A) of the Agreement, in accordance with Section 6508.1 of the California Government Code, expressly provides that the Bonds, and other debts, liabilities and obligations of the Agency do not constitute debts, liabilities or obligations of any Members.

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

Section 1. The City hereby requests to become an Additional Member of the Agency pursuant to Section 12 of the Agreement. The Agreement is hereby approved and the City Manager or the respective designee thereof is hereby authorized and directed to execute said document, and the City Clerk or such Clerk's designee is hereby authorized and directed to attest thereto.

Section 2. The proposed form of Public Benefit Agreement on file with the City Council is hereby approved. In connection with the Project, the City Manager or the respective designee thereof is hereby authorized and directed to execute an agreement in substantially said form, with such immaterial changes therein as such officer executing the same may require consistent with this Resolution and its basic purpose, and subject to the approval as to form of the City Attorney, such approval to be conclusively evidenced by the execution and delivery thereof. Any material changes to the form of Public Benefit Agreement must be approved by the City Council. The City Council hereby approves the issuance of Bonds by the Agency from time to time prior to the date that is the two year-anniversary of the date hereof.

Section 3. The issuance of Bonds shall be subject to the approval of the Agency of all financing documents relating thereto to which the Agency is a party. Pursuant to Section 3(A) of the Agreement and Section 13(C) of the Public Benefit Agreement, the City shall have no responsibility or liability whatsoever with respect to the Bonds or any other debts, liabilities and obligations issued by the Agency, and such Bonds and any other debts, liabilities and obligations of the Agency do not constitute debts, liabilities or obligations of any Members including the City.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Agency; or (iv) except as provided in this Resolution, take any further action with respect to the Agency or its membership therein.

Section 5. The executing officers(s), the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements,

documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 6. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the Agency:

Jones Hall, A Professional Law Corporation  
475 Sansome Street, Suite 1700  
San Francisco, California 94111  
Attention: Ronald E. Lee, Esq.

Section 7. This resolution shall take effect immediately upon its passage.

PASSED, APPROVED, and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

\_\_\_\_\_  
ANDREA ALEXANDER, ER  
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. \_\_\_\_\_, 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 \_\_\_\_\_, 2023.

(seal)

---

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

Jones Hall, A Professional Law Corporation  
475 Sansome Street, Suite 1700  
San Francisco, California 94111  
Attention: Josh D. Anzel, Esq.

***THIS SPACE IS FOR RECORDERS USE ONLY***

**REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS**

**(Title of Document)**

*Per Government Code 27388.1 (a)(1) "A fee of \$75 dollars shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel or real property. The fee shall not exceed two hundred twenty-five dollars (\$225)"*

Reason for Exemption:

- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- Exempt from fee per GC 27388.1 (a) (2) (D); recording fee exempt under GC 27383.
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

**Failure to include an exemption reason will result in the imposition of the \$75.00 Building Homes and Job Act Fee.**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
Jones Hall, A Professional Law Corporation  
475 Sansome Street, Suite 1700  
San Francisco, California 94111  
Attention: Josh D. Anzel, Esq.

---

**REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS**

**By and Between**

**CMFA SPECIAL FINANCE AGENCY**

**and**

**WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Trustee**

**Dated as of \_\_\_\_\_ 1, 2022**

**Relating to**

**CMFA Special Finance Agency  
Senior Essential Housing Revenue Bonds, Series 2022A-1  
(Vello Valley)**

**CMFA Special Finance Agency  
Junior Essential Housing Revenue Bonds, Series 2022A-2  
(Vello Valley)**

**and**

**CMFA Special Finance Agency  
Subordinate Essential Housing Revenue Bonds, Series 2022B  
(Vello Valley)**

## TABLE OF CONTENTS

Clause		Page
Section 1.	Definitions and Interpretation .....	1
Section 2.	Representations, Covenants and Warranties of the Owner .....	4
Section 3.	Residential Rental Project .....	4
Section 4.	Tenants; Income Requirements .....	5
Section 5.	Affordable Rental Requirements; Limitations on Rent Increases; Rent Reductions .....	7
Section 6.	Tax-Exempt Status of Bonds.....	8
Section 7.	Requirements of the Owner .....	8
Section 8.	Modification of Covenants .....	8
Section 9.	Indemnification .....	9
Section 10.	Consideration .....	9
Section 11.	Reliance .....	9
Section 12.	Transfer of the Project.....	9
Section 13.	Term .....	10
Section 14.	Covenants to Run With the Land .....	11
Section 15.	Burden and Benefit.....	11
Section 16.	Uniformity; Common Plan .....	11
Section 17.	Default; Enforcement.....	11
Section 18.	[Reserved] .....	12
Section 19.	Recording and Filing .....	12
Section 20.	Reserved .....	12
Section 21.	Governing Law; Venue .....	12
Section 22.	Amendments; Waivers .....	12
Section 23.	Notices .....	13
Section 24.	Severability.....	13
Section 25.	Multiple Counterparts .....	13
Section 26.	Limitation on Liability .....	13
Section 27.	Annual Reporting Covenant .....	14
EXHIBIT A	DESCRIPTION OF REAL PROPERTY	
EXHIBIT B	FORM OF INCOME CERTIFICATION	
EXHIBIT C	FORM OF CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE	



**REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS**

THIS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (as supplemented and amended from time to time, this “Regulatory Agreement”) is made and entered into as of \_\_\_\_\_ 1, 2022, by and between the CMFA SPECIAL FINANCE AGENCY, a joint exercise of powers authority duly organized and existing under the laws of the State of California, as issuer of the Bonds (as further defined herein) and as owner of the Project identified herein (together with any successor to its rights, duties and obligations hereunder, the “Owner”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as trustee (together with its successors in trust and assigns, the “Trustee”).

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (the “Act”), the Owner proposes to issue its Senior Essential Housing Revenue Bonds, Series 2022A-1 (Vello Valley) (the “Series 2022A-1 Bonds”), Junior Essential Housing Revenue Bonds, Series 2022A-2 (Vello Valley) (together with the Series 2022A-1 Bonds, the “Series A Bonds”), and Subordinate Essential Housing Revenue Bonds, Series 2022B (Vello Valley) (together with the Series A Bonds, the “Bonds”) pursuant to a Trust Indenture, dated as of \_\_\_\_\_ 1, 2022 (as supplemented and amended from time to time, the “Indenture”), between the Owner and the Trustee;

WHEREAS, a portion of the proceeds of the Bonds will be used to provide, in part, financing for the acquisition of the multifamily rental housing project known as Vello Valley, located on the real property site described in Exhibit A hereto (as further described herein, the “Project”);

WHEREAS, to satisfy the public purposes for which the Bonds are authorized to be issued under the Act, and in furtherance of certain specific public purposes of the Owner, previously approved by the Owner’s Resolution No. 22-\_\_\_\_\_, which include supporting, preserving and providing low income, median income and moderate income multifamily rental housing in areas in which demand for such housing is not currently being adequately met, certain limits on the occupancy of units in the Project need to be established and certain other requirements need to be met;

NOW, THEREFORE, in consideration of the issuance of the Bonds by the Owner and the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Trustee hereby agree as follows:

Section 1. Definitions and Interpretation. Unless the context otherwise requires, the capitalized terms used herein shall have the respective meanings assigned to them in the recitals hereto, in this Section 1, or in the Master Glossary of Terms, dated as of \_\_\_\_\_ 1, 2022.

“Administrator” means any administrator or program monitor appointed by the Owner to administer this Regulatory Agreement, and any successor administrator appointed by the Owner.

“Area” means the Metropolitan Statistical Area or County, as applicable, in which the Project is located, as defined by HUD.

“Bonds” has the meaning given to it in the recitals hereto.

“Certificate of Continuing Program Compliance” means the Certificate to be filed by the Owner with the Administrator, pursuant to Section 4(e) hereof, which shall be substantially in the form attached as Exhibit C hereto or in such other comparable form as may be provided by the Owner.

“City” means the City of Lancaster, California.

“Closing Date” means \_\_\_\_\_, 2022, the date the Bonds are issued and delivered to the initial purchaser thereof.

“Compliance Period” means the period beginning on the Closing Date and ending on the first date on which there are no Bonds Outstanding.

“County” means the County of Los Angeles, California.

“Deed of Trust” means the Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated as of the Closing Date, by the Owner granting a lien on its fee simple interest in the Property, subject to Permitted Encumbrances, to the Trustee for the benefit of the holders from time to time of the Bonds, as the same may be modified, amended or supplemented from time to time, or any deed of trust (or similar security instrument) containing a power of sale clause reflecting a valid, perfected first priority lien on the fee interest in the Project delivered by the Owner to secure the Owner’s obligations to a third-party lender.

“Gross Income” means the gross income of a person (together with the gross income of all persons who reside with such person in one residential unit) as calculated in the manner prescribed by Section 8 of the Housing Act.

“Housing Act” means the United States Housing Act of 1937, as amended, or its successor.

“HUD” means the United States Department of Housing and Urban Development.

“Income Certification” means a Tenant Income Certification and a Tenant Income Certification Questionnaire in the form attached as Exhibit B hereto or in such other comparable form as may be provided by the Owner.

“Low Income Tenant” means a tenant occupying a Low Income Unit.

“Low Income Unit” means any available unit if the aggregate Gross Income of all tenants therein does not exceed eighty percent (80%) of median gross income for the Area, with adjustments for family size. The determination of an available unit’s status as a Low Income Unit shall be made by the Owner upon commencement of each lease term with respect to such unit, and annually thereafter, on the basis of an Income Certification executed by each tenant.

“Management Agreement” means that certain Property Management Agreement, dated as of the date hereof, by and among the Owner and the Manager.

“Manager” means \_\_\_\_\_, and any other Person who is an assignee of the initial Management Agreement.

“Median Income Tenant” means a tenant occupying a Median Income Unit.

“Median Income Unit” means any available unit if the aggregate Gross Income of all tenants therein does not exceed one hundred percent (100%) of median gross income for the Area, with adjustments for family size. The determination of an available unit’s status as a Median Income Unit shall be made by the Owner upon commencement of each lease term with respect to such unit, and annually thereafter, on the basis of an Income Certification executed by each tenant.

“Moderate Income Tenant” means (i) a tenant occupying a Moderate Income Unit or (ii) an Over Income Tenant if such tenant occupied an available unit on the effective date of this Regulatory Agreement.

“Moderate Income Unit” means any available unit if the aggregate Gross Income of all tenants therein does not exceed one hundred and twenty percent (120%) of median gross income for the Area, with adjustments for family size. The determination of an available unit’s status as a Moderate Income Unit shall be made by the Owner upon commencement of each lease term with respect to such unit, and annually thereafter, on the basis of an Income Certification executed by each tenant.

“Over Income Tenant” means a tenant occupying an Over Income Unit.

“Over Income Unit” means any occupied unit in which the aggregate gross income of all tenants therein exceeds one hundred twenty percent (120%) of median gross income for the Area, with adjustments for family size.

“Project” means the 172-unit multifamily rental housing development to be located in the City on the real property site described in Exhibit A hereto, consisting of those facilities, including real property, structures, buildings, fixtures or equipment situated thereon, as it may at any time exist, the acquisition of which facilities is to be financed, in whole or in part, from the proceeds of the sale of the Bonds, and any real property, structures, buildings, fixtures or equipment acquired in substitution for, as a renewal or replacement of, or a modification or improvement to, all or any part of the facilities described in the Deed of Trust.

“Regulations” means the Income Tax Regulations of the Department of the Treasury applicable under the Code from time to time.

“Regulatory Agreement” means this Regulatory Agreement and Declaration of Restrictive Covenants, as it may be supplemented and amended from time to time.

“Rental Payments” means the rental payments paid by the occupant of a unit, excluding any supplemental rental assistance to the occupant from the State, the federal government, or any other public agency.

“Tax-Exempt” means with respect to interest on any obligations of a state or local government, including the Bonds, that such interest is excluded from gross income for State of California personal income and federal income tax purposes; provided, however, that such interest may be includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax, under the Code.

“TCAC” means the California Tax Credit Allocation Committee.

“Transfer” means the conveyance, assignment, sale or other disposition of all or any portion of the Project; and shall also include, without limitation to the foregoing, the following: (1) an installment sales agreement wherein Owner agrees to sell the Project or any part thereof for a price to be paid in installments; and (2) an agreement by the Owner leasing all or a substantial part of the Project to one or more persons or entities pursuant to a single or related transactions.

Unless the context clearly requires otherwise, as used in this Regulatory Agreement, words of any gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Regulatory Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Regulatory Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Regulatory Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

The parties to this Regulatory Agreement acknowledge that each party and their respective counsel have participated in the drafting and revision of this Regulatory Agreement. Accordingly, the parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Regulatory Agreement or any supplement or exhibit hereto.

Section 2. Representations, Covenants and Warranties of the Owner.

(a) The Owner hereby incorporates herein, as if set forth in full herein, each of the representations, covenants and warranties of the Owner contained in the Tax Certificate and the Indenture relating to the Project.

(b) The Owner hereby represents and warrants that the Project is located entirely within the City.

(c) The Owner acknowledges, represents and warrants that it understands the nature and structure of the transactions contemplated by this Regulatory Agreement; that it is familiar with the provisions of all of the documents and instruments relating to the Bonds to which it is a party or of which it is a beneficiary; that it understands the financial and legal risks inherent in such transactions.

Section 3. Residential Rental Project. For the term of this Regulatory Agreement, the Owner hereby represents, covenants, warrants and agrees as follows:

(a) The Project will be owned and operated for the purpose of providing multifamily residential rental property. The Owner will own, and cause the Project to be managed and operated, as a project to provide multifamily residential rental property comprised of a building or structure or several interrelated buildings or structures, together with any functionally related and subordinate facilities, in accordance with such requirements as may be imposed thereby on the Project from time to time. The Owner shall cause the Project to be maintained in a good, habitable and safe (so as to not threaten the health or safety of the Project’s tenants or their invited guests) condition and repair (reasonable wear and tear excepted) and shall create and fund a Capital Expense Fund and shall cause Capital Repairs to be made on an annual basis during the Compliance Period. Capital Repairs

shall include, without limitation, the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement; irrigation pipe and controls replacement; sewer line replacement; water line replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement; and common area and exterior repainting.

(b) Except as otherwise approved by the Owner, all of the dwelling units in the Project (except for the units set aside for resident managers or other administrative uses) will be similarly constructed units, and each dwelling unit in the Project will contain complete separate and distinct facilities for living, sleeping, eating, cooking and sanitation for a single person or a family, including a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.

(c) None of the dwelling units in the Project will ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home or trailer court or park; provided that the use of certain units for tenant guests on an intermittent basis shall not be considered transient use for purposes of this Regulatory Agreement. Owner shall not rent dwelling units for a term of 30 days or less, and shall use commercially reasonable efforts to inform residents that short-term rentals of 30 days or less are prohibited.

(d) No part of the Project will at any time during the Compliance Period be owned by a cooperative housing corporation, nor shall the Owner take any steps in connection with a conversion to such ownership or use, and the Owner will not take any steps in connection with a conversion of the Project to condominium ownership during the Compliance Period.

(e) All of the available units in the Project will be available for rental during the period beginning on the date hereof and ending on the termination of the Compliance Period on a continuous basis.

Section 4. Tenants; Income Requirements. The Owner shall comply, or shall cause the Manager to comply, with the following requirements:

(a) During the Compliance Period, except for units occupied by residential managers, for which no income or rent restrictions shall apply, the Owner shall use its best efforts to ensure that the following income restrictions are met at all times:

(i) no less than one-third (1/3rd) of the completed residential units in the Project shall be Low Income Units;

(ii) no less than one-third (1/3rd) of the completed residential units in the Project shall be Median Income Units; and

(iii) the balance of the completed residential units in the Project shall be Moderate Income Units;

provided, that any unit remaining vacant for at least 30 consecutive days may be offered and leased as a Low Income Unit, Median Income Unit or Moderate Income Unit without regard for the requirements set forth in sub-paragraphs (i), (ii) and (iii) above. For the avoidance of doubt, any

vacant unit shall only be offered as a Low Income Unit, Median Income Unit or Moderate Income Unit.

(b) No tenant shall be denied continued occupancy of a unit in the Project because, after admission, the aggregate Gross Income of all tenants in the unit occupied by such tenant increases to exceed the qualifying limit for the respective Low Income Unit, Median Income Unit or Moderate Income Unit initially occupied by such tenant. However, if after a tenant's initial occupancy of a Low Income Unit, Median Income Unit or Moderate Income Unit, as applicable, the aggregate Gross Income of tenants in such unit, as of the most recent determination thereof, exceeds that which is defined for such unit occupied by the same number of tenants, the next available unit of comparable or smaller size shall, subject to the discretion of the Owner and Manager as described in the next succeeding paragraph, be rented (or held vacant and available for immediate occupancy) in a manner that would maintain the unit mix required by Section 4(a) hereof. For the avoidance of doubt, this Section 4(b) shall apply to existing tenants occupying the Project on the Closing Date.

Notwithstanding any provision of this Regulatory Agreement to the contrary, the Owner shall verify, or cause the Manager to verify, all tenant incomes at least annually and shall continually re-balance the mix of household incomes by leasing vacant units to Low Income Tenants, Median Income Tenants or Moderate Income Tenants as needed to meet the income set-aside requirements set forth in this Section 4(a).

(c) For the Compliance Period, the Owner shall cause the Manager to obtain, complete and maintain on file Income Certifications for each tenant, including (i) an Income Certification dated immediately prior to the initial occupancy of such tenant in the unit and a second Income Certification dated one year after the tenant's initial move-in date, and (ii) thereafter, an annual verifiable self-certification with respect to each tenant. The Owner shall, or shall cause the Manager to, provide such additional information as may be required in the future by applicable rules, rulings, policies, procedures, Regulations or other official statements now or hereafter promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service with respect to Tax-Exempt obligations. Upon request of the Administrator or the Trustee, copies of Income Certifications for tenants commencing or continuing occupation of a residential unit shall be submitted to the Administrator or the Trustee, as requested.

(d) The Owner shall cause the Manager to verify that the income information provided by an applicant in an Income Certification is accurate by taking one or more of the following steps as a part of the verification process: (1) obtain pay stubs for the three most recent pay periods, (2) obtain an income tax return for the most recent tax year, (3) obtain a credit report or conduct a similar type credit search, (4) obtain an income verification from the applicant's current employer, (5) obtain an income verification from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies, or (6) if the applicant is unemployed and does not have an income tax return, obtain another form of independent verification reasonably acceptable to the Owner.

(e) The Owner shall prepare and submit or cause the Manager to prepare and submit to the Administrator not less than annually, commencing not less than one year after the Closing Date, a Certificate of Continuing Program Compliance executed by the Owner in substantially the form attached hereto as Exhibit C.

(f) For the Compliance Period, all tenant leases or rental agreements shall be subordinate to this Regulatory Agreement and the Deed of Trust. All leases shall contain clauses, among others, wherein each tenant: (i) certifies the accuracy of the statements made by such tenant

in the Income Certification; (ii) agrees that the family income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy of such tenant, that such tenant will comply promptly with all requests for information with respect thereto from the Owner or the Administrator on behalf of the Owner, and that the failure to provide accurate information in the Income Certification or self-certification or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of the tenancy of such tenant; (iii) acknowledges that the Owner has relied on the statements made by such tenant in the Income Certification and supporting information supplied by the tenant in determining qualification for occupancy of a Low Income Unit, Median Income Unit or Moderate Income Unit, as applicable, and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease or rental agreement; and (iv) agrees that the tenant's income is subject to annual certification in accordance with Section 4(c) and that if upon any such certification the aggregate Gross Income of tenants in such unit exceeds the applicable income limit under Section 4(b), the unit occupied by such tenant may cease to qualify as a Low Income Unit, Median Income Unit or Moderate Income Unit, as applicable, and such unit's rent may be subject to increase.

(g) In reviewing and considering applications from prospective tenants, the Owner shall provide a preference to households which include one or more persons who live, work, or have been hired to work in the City, have graduated from a City high school, are employed by a public school district in the City, and/or are employed as a first responder.

Section 5. Affordable Rental Requirements; Limitations on Rent Increases; Rent Reductions. During the Compliance Period, except for units occupied by residential managers, for which no income or rent restrictions shall apply, in addition to the other requirements set forth herein, the Owner hereby agrees that it shall comply, or cause the Manager to comply, with the following:

(a) The Rental Payments for the Low Income Units paid by the tenants thereof shall not exceed 35% of the Low Income limit for the County, adjusted for household size, as published annually by HUD and utilized by TCAC.

(b) The Rental Payments for the Median Income Units paid by the tenants thereof shall not exceed 35% of the Median Income limit for the County, adjusted for household size, as published annually by HUD and utilized by TCAC.

(c) The Rental Payments for the Moderate Income Units paid by the tenants thereof shall not exceed 35% of the Moderate Income limit for the County, adjusted for household size, as published annually by HUD and utilized by TCAC.

(d) The Owner shall accept as tenants, on the same basis as all other prospective tenants, qualified low-income persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing program under Section 8 of the Housing Act.

For purposes of this Section 5, base rents shall be adjusted for household size using the following assumptions:

Unit Size	Assumed Occupancy
two-bedroom	3
three-bedroom	4

(e) The following limitations shall apply to annual rent increases for households occupying available units in the Project:

(i) For a household qualifying as a Low Income Unit, a Median Income Unit, or a Moderate Income Unit, as applicable, but for which annual rent payable is lower than the applicable limit set forth in paragraph (a), (b) or (c) above, respectively, rent shall not be increased more than 4% annually and then only up to the applicable limit set forth in such paragraphs above.

(ii) For a household qualifying as a Low Income Unit, a Median Income Unit, or a Moderate Income Unit, as applicable, but for which annual rent payable exceeds the applicable limit set forth in paragraph (a), (b) or (c) above, respectively, rent shall be decreased as soon as practicable to the applicable limit set forth in such paragraphs above.

Except as set forth in Section 13 hereof, the covenants and conditions of this Regulatory Agreement shall be binding upon successors in interest of the Owner.

Section 6. Tax-Exempt Status of Bonds. The Owner hereby represents, warrants and agrees as follows:

(a) The Owner will not knowingly take or permit, or omit to take or cause to be taken, as is appropriate, any action that would adversely affect the Tax-Exempt nature of the interest on the Bonds and, if it should take or permit, or omit to take or cause to be taken, any such action, it will take all lawful actions necessary to rescind or correct such actions or omissions promptly upon obtaining knowledge thereof.

(b) The Owner will file of record such documents and take such other steps as are necessary, in the written opinion of Bond Counsel filed with the Owner, in order to ensure that the requirements and restrictions of this Regulatory Agreement will be binding upon all owners of the Project, including, but not limited to, the execution and recordation of this Regulatory Agreement in the real property records of the County.

Section 7. Requirements of the Owner. In addition to other requirements set forth herein and to the extent not prohibited by the requirements set forth in Sections 4 through 6 hereof, the Owner hereby agrees to comply with each of the requirements set forth in this Section 7, as follows:

(a) All tenant lists, applications and waiting lists relating to the Project shall at all times be kept separate and identifiable from any other business of the Owner and shall be maintained in a reasonable condition for proper audit.

(b) The Owner shall appoint the Administrator to administer this Regulatory Agreement and to monitor performance by the Owner of the terms, provisions and requirements hereof. In the event that the Administrator resigns or is terminated, the Owner shall, following consultation with the City, appoint a successor Administrator, experienced and capable, in the judgment of the Owner, of performing the duties under the Project Administration Agreement. The Owner shall comply with any reasonable request made by the Administrator to deliver to any such Administrator any reports, notices or other documents required to be delivered pursuant hereto, and to make the Project and the books and records with respect thereto available for inspection by the Administrator. The fees and expenses of the Administrator shall be paid by the Owner.

Section 8. Modification of Covenants. The Owner and the Trustee hereby agree as follows:

(a) To the extent any amendments to the Act, the Regulations or the Code shall, in the written opinion of Bond Counsel filed with the Trustee and the Owner, retroactively impose



requirements upon the ownership or operation of the Project more restrictive than those imposed by this Regulatory Agreement, and if such requirements are applicable to the Project and compliance therewith is necessary to maintain the validity of, or the Tax-Exempt status of interest on the Bonds, this Regulatory Agreement shall be deemed to be automatically amended to impose such additional or more restrictive requirements.

(b) The Owner and the Trustee shall execute, deliver and, if applicable, file of record any and all documents and instruments necessary to effectuate the intent of this Section 8.

Section 9. Indemnification. The Owner and the Trustee will be indemnified as required by and pursuant to the Project Administration Agreement.

Section 10. Consideration. The Owner has agreed to issue the Bonds and to use the proceeds thereof to, among other things, finance the acquisition of the Project. In furtherance of the significant public benefits of the Project, the Owner has entered into this Regulatory Agreement and has agreed to restrict the uses to which this Project can be put on the terms and conditions set forth herein.

Section 11. Reliance. The Owner and the Trustee hereby recognize and agree that the representations and covenants set forth herein may be relied upon by all persons, including but not limited to the Administrator, interested in the legality and validity of the Bonds, in the exemption from California personal income taxation of interest on the Bonds and in the Tax-Exempt status of the interest on the Bonds. In performing their duties and obligations hereunder, the Owner and the Administrator may rely upon statements and certificates of the tenants, and upon audits of the books and records of the Owner pertaining to the Project. In addition, the Owner may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Owner hereunder in good faith and in conformity with such opinion.

Section 12. Transfer of the Project. For the Compliance Period, except as permitted by the Indenture or the Public Benefit Agreement, the Owner shall not Transfer the Project, in whole or in part, unless the following conditions are satisfied: (A) the receipt by the Owner and the Trustee of evidence acceptable to the Owner and the Trustee that (1) the Owner shall not be in default hereunder, if in effect (which may be evidenced by a Certificate of Continuing Program Compliance), or the transferee reasonably undertakes to cure any defaults of the Owner; (2) the continued operation of the Project shall comply with the provisions of this Regulatory Agreement; (3) all rights, responsibilities and duties of the transferor under the Project Administration Agreement shall have been assigned to the transferee, or the transferee shall enter into a new project administration agreement in the form of the current Project Administration Agreement; and (4) the person or entity that is to acquire the Project does not have pending against it, and does not have a history of significant and material building code violations or complaints concerning the maintenance, upkeep, operation, and regulatory agreement compliance of any of its projects as identified by any local, state or federal regulatory agencies; (B) the execution by the transferee of any document reasonably requested by the Owner with respect to the assumption of the Owner's obligations under this Regulatory Agreement, including without limitation an instrument of assumption hereof and thereof, and delivery to the Owner of an opinion of such transferee's counsel to the effect that each such document and this Regulatory Agreement are valid, binding and enforceable obligations of such transferee, subject to bankruptcy and other standard limitations affecting creditor's rights; (C) receipt by the Owner of an opinion of Bond Counsel to the effect that any such Transfer will not adversely affect the Tax-Exempt status of interest on the Bonds; (D) receipt by the Owner of all fees and/or expenses then currently due and payable to the Owner.

It is hereby expressly stipulated and agreed that any Transfer of the Project in violation of this Section 12 shall be null, void and without effect, shall cause a reversion of title to the Owner, and shall be ineffective to relieve the Owner of its obligations under this Regulatory Agreement. Nothing in this Section shall affect any provision of any other document or instrument between the Owner and any other party which requires the Owner to satisfy certain conditions or obtain the prior written consent of such other party in order to Transfer the Project. Upon any Transfer that complies with this Regulatory Agreement, the Owner shall be fully released from its obligations hereunder to the extent such obligations have been fully assumed in writing by the transferee of the Project.

The foregoing notwithstanding, the Project may be transferred pursuant to a foreclosure, exercise of power of sale or deed in lieu of foreclosure or comparable conversion under the Deed of Trust without the consent of the Owner or compliance with the provisions of this Section 12.

For the Compliance Period, the Owner shall not: (1) encumber any of the Project or grant commercial leases of any part thereof, or permit the conveyance, transfer or encumbrance of any part of the Project, except for (A) encumbrances permitted under the Deed of Trust, or (B) a Transfer in accordance with the terms of this Regulatory Agreement, in each case upon receipt by the Owner of an opinion of Bond Counsel to the effect that such action will not adversely affect the Tax-Exempt status of interest on the Bonds (provided that such opinion will not be required with respect to any encumbrance, lease or transfer relating to a commercial operation or ancillary facility that will be available for tenant use and is customary to the operation of multifamily housing developments similar to the Project); (2) demolish any part of the Project or substantially subtract from any real or personal property of the Project, except to the extent that what is demolished or removed is replaced with comparable property or such demolition or removal is otherwise permitted by the Deed of Trust; or (3) permit the use of the dwelling accommodations of the Project for any purpose except rental residences.

Section 13. Term. This Regulatory Agreement and all and several of the terms hereof shall become effective upon its execution and delivery, and shall remain in full force and effect for the period provided herein and shall terminate as to any provision not otherwise provided with a specific termination date and shall terminate in its entirety at the end of the Compliance Period.

The terms of this Regulatory Agreement to the contrary notwithstanding, the requirements of this Regulatory Agreement shall terminate and be of no further force and effect in the event of involuntary noncompliance with the provisions of this Regulatory Agreement caused by fire or other casualty, seizure, requisition, foreclosure or transfer of title by deed in lieu of foreclosure, change in a federal law or an action of a federal agency after the Closing Date, which prevents the Owner from enforcing such provisions, or condemnation or a similar event, but only if, within a reasonable period, either the Bonds are retired or amounts received as a consequence of such event are used to provide a project that meets the requirements hereof; provided, however, that the preceding provisions of this sentence shall cease to apply and the restrictions contained herein shall be reinstated if, at any time subsequent to the termination of such provisions as the result of the foreclosure or the delivery of a deed in lieu of foreclosure or a similar event, the Owner or any related person (within the meaning of Section 1.103-10(e) of the Regulations) obtains an ownership interest in the Project for federal income tax purposes. The Owner hereby agrees that, following any foreclosure, transfer of title by deed in lieu of foreclosure or similar event, neither the Owner nor any such related person as described above will obtain an ownership interest in the Project for federal tax purposes.

Notwithstanding any other provision of this Regulatory Agreement, this Regulatory Agreement may be terminated upon agreement by the Trustee and the Owner, upon receipt by the Owner of an opinion of Bond Counsel to the effect that such termination will not adversely affect the

exclusion from gross income of interest on the Bonds for federal income tax purposes. Upon the termination of the terms of this Regulatory Agreement, the parties hereto agree to execute, deliver and record appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Regulatory Agreement in accordance with its terms.

Section 14. Covenants to Run With the Land. Notwithstanding Section 1461 of the California Civil Code, the Owner hereby subjects the Project to the covenants, reservations and restrictions set forth in this Regulatory Agreement. The Trustee and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors in title to the Project; provided, however, that on the termination of this Regulatory Agreement said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

Section 15. Burden and Benefit. The Trustee and the Owner hereby declare their understanding and intent that the burdens of the covenants set forth herein touch and concern the land in that the Owner's legal interest in the Project is rendered less valuable thereby. Nothing in this Regulatory Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person other than the Owner and the Trustee (acting exclusively on behalf of Bondholders) any right, remedy or claim under or by reason of this Regulatory Agreement or any covenant, reservation or restriction hereof, which shall be for the sole and exclusive benefit of the Owner and the Trustee (acting exclusively on behalf of Bondholders). For purposes of clarity, there are no third party beneficiaries.

Section 16. Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project in order to establish and carry out a common plan for the use of the site on which the Project is located.

Section 17. Default; Enforcement. If the Owner defaults in the performance or observance of any covenant, agreement or obligation of the Owner set forth in this Regulatory Agreement, and if such default remains uncured for a period of 60 days after notice thereof shall have been given by the Manager, the Controlling Party or the Trustee to the Owner, or for a period of 60 days from the date the Owner should, with reasonable diligence, have discovered such default, then the Trustee shall declare an "Event of Default" to have occurred hereunder; provided, however, that if the default is of such a nature that it cannot be corrected within 60 days, such default shall not constitute an Event of Default hereunder so long as (i) the Owner institutes corrective action within said 60 days and diligently pursues such action until the default is corrected, and (ii) in the opinion of Bond Counsel, the failure to cure said default within 60 days will not adversely affect the Tax-Exempt status of interest on the Bonds.

Following the declaration of an Event of Default hereunder, the Owner shall have the right, in its sole and absolute discretion, to replace the Manager and terminate the Property Management Agreement in accordance with its terms, and the Trustee, subject to the terms of the Indenture, may take any one or more of the following steps, in addition to all other remedies provided by law or equity:

(a) by mandamus or other suit, action or proceeding at law or in equity, including injunctive relief, require the Owner to perform its obligations and covenants hereunder or enjoin any acts or things that may be unlawful or in violation of the rights of the Trustee hereunder;

(b) have access to and inspect, examine and make copies of all of the books and records of the Owner pertaining to the Project; and

(c) take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of the Owner hereunder.

The Owner hereby agrees that specific enforcement of the Owner's agreements contained herein is the only means by which the Trustee may fully obtain the benefits of this Regulatory Agreement made by the Owner herein, and the Owner therefore agrees to the imposition of the remedy of specific performance against it in the case of any Event of Default by the Owner hereunder.

The Trustee and the Owner hereby agree that cure of any Event of Default made or tendered by the Manager shall be deemed to be a cure by the Owner and shall be accepted or rejected on the same basis as if made or tendered by the Owner.

Section 18. [Reserved].

Section 19. Recording and Filing. (a) The Owner shall cause this Regulatory Agreement and all amendments and supplements hereto and thereto, to be recorded and filed in the real property records of the County, and in such other places as the Owner may reasonably deem necessary. The Owner shall pay all fees and charges incurred in connection with any such recording.

(b) The Owner and the Trustee will file of record such other documents and take such other steps as are reasonably necessary, in the opinion of Bond Counsel, in order to ensure that the requirements and restrictions of this Regulatory Agreement will be binding upon all owners of the Project.

(c) The Owner hereby covenants to include or reference the requirements and restrictions contained in this Regulatory Agreement in any documents transferring any interest in the Project to another person to the end that such transferee has notice of, and is bound by, such restrictions, and, except in the case of a foreclosure or comparable involuntary conversion of the Deed of Trust, whereby the Trustee becomes the owner of the Project, to obtain the agreement from any transferee to abide by all requirements and restrictions of this Regulatory Agreement.

Section 20. [Reserved].

Section 21. Governing Law; Venue. This Regulatory Agreement shall be construed in accordance with and governed by the laws of the State of California applicable to contracts made and performed in the State of California. This Regulatory Agreement shall be enforceable in the State of California, and any action arising hereunder shall (unless waived by the Owner in writing) be filed and maintained in the Superior Court of California, County of San Diego.

Section 22. Amendments; Waivers. Except as provided in Sections 8(a) hereof, this Regulatory Agreement may be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the County, California, and only upon (i) receipt by the Owner of an opinion from Bond Counsel that such amendment will

not adversely affect the Tax-Exempt status of interest on the Bonds and (ii) the written consent of the Controlling Party, who shall receive a copy of any such amendment.

(a) Anything to the contrary contained herein notwithstanding, the Trustee and the Owner hereby agree to amend this Regulatory Agreement to the extent required, in the opinion of Bond Counsel, in order that interest on the Bonds remains Tax-Exempt. The parties requesting such amendment shall notify the other parties to this Regulatory Agreement of the proposed amendment, with a copy of such proposed amendment to Bond Counsel and a request that Bond Counsel render to the Owner an opinion as to the effect of such proposed amendment upon the Tax-Exempt status of interest on the Bonds. This provision shall not be subject to any provision of any other agreement requiring any party hereto to obtain the consent of any other person in order to amend this Regulatory Agreement.

(b) Any waiver of, or consent to, any condition under this Regulatory Agreement must be expressly made in writing.

Section 23. Notices. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, overnight delivery, certified or registered mail, postage prepaid, return receipt requested, or by telecopy, in each case at the respective addresses specified in the Indenture, or at such other addresses as may be specified in writing by the parties hereto. Unless otherwise specified by the Administrator, the address of the Administrator is:

To Owner: CMFA Special Finance Agency  
2111 Palomar Airport Road, Suite 320  
Carlsbad, California 92011  
Attention: Financial Advisor  
Email: jstoecker@cmfa-ca.com

With a copy to: Ascenda Capital LLC  
9242 Beverly Blvd, Suite 300  
Beverly Hills, California 90210  
Attention: Matthew Avital

The Administrator and the Owner may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Notice shall be deemed given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission; provided that any telecopy or other electronic transmission received by any party after 4:00 p.m., local time of the receiving party, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day.

Section 24. Severability. If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 25. Multiple Counterparts. This Regulatory Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 26. Limitation on Liability. Notwithstanding the foregoing or any other provision or obligation to the contrary contained in this Regulatory Agreement, the liability of the Owner under

this Regulatory Agreement to any person or entity, including, but not limited to, the Trustee or the Controlling Party and their successors and assigns, is limited to moneys available therefor under and in accordance with the Indenture.

Section 27. Annual Reporting Covenant. No later than January 31 of each calendar year (commencing January 31, 2024), the Owner agrees to provide to the California Debt and Investment Advisory Commission, by any method approved by the California Debt and Investment Advisory Commission, the annual report information required by Section 8855(k)(1) of the California Government Code. This covenant shall remain in effect until the later of the date (i) the Bonds are no longer outstanding or (ii) the proceeds of the Bonds have been fully spent.

IN WITNESS WHEREOF, the Owner and the Trustee have executed this Regulatory Agreement by duly authorized representatives, all as of the date first above written.

CMFA SPECIAL FINANCE AGENCY

By: \_\_\_\_\_  
Name: Edward J. Becker  
Title: Executive Director

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF \_\_\_\_\_                )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

Personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF \_\_\_\_\_                )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

Personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

**EXHIBIT A**  
**DESCRIPTION OF REAL PROPERTY**

[TO COME]

**EXHIBIT B**

**FORM OF INCOME CERTIFICATION**

Effective Date:

Move-In Date:

Household Size:

Floorplan:

Unit:

***HOUSEHOLD COMPOSITION***

<i>Household Member</i>	<i>Name</i>	<i>Relationship</i>	<i>Birthdate</i>
1		Head	
2			
3			
4			
5			
6			
7			

***INCOME COMPOSITION (ANNUAL)***

<i>Household Member</i>	<i>Employment / Wages</i>	<i>Social Security / Pension</i>	<i>Public Assistance</i>	<i>Other Income</i>
1				
2				
3				
4				
5				
6				
7				
<b>TOTALS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL INCOME</b>				<b>\$</b>

**EXHIBIT C**

**FORM OF CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE**

Witnesseth that on this day of \_\_\_\_\_, 20\_\_, the undersigned, on behalf of the CMFA SPECIAL FINANCE AGENCY (the "Owner"), does hereby certify with respect to the multifamily rental housing development (the "Project") that:

1. During the preceding year (i) such Project was substantially and continually in compliance with the Regulatory Agreement and (ii) \_\_\_\_% of the units in the Project were occupied by Low Income Tenants, \_\_\_\_% of the units in the Project were occupied by Median Income Tenants \_\_\_\_% of the units in the Project were occupied by Moderate Income Tenants.

*Set forth below are the unit numbers of Low Income Tenants, Median Income Tenants and Moderate Income Tenants who commenced or terminated occupancy during the preceding month.*

<u>Commenced Occupancy</u>	<u>Terminated Occupancy</u>
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.
6.	6.
7.	7.
8.	8.
9.	9.
10.	10.
11.	11.
12.	12.
13.	13.
14.	14.
15.	15.
16.	16.
17.	17.
18.	18.
19.	19.
20.	20.

*Additional units that have commenced or terminated occupancy may be found in an additional attached sheet*

2. The units occupied by Low Income Tenants, Median Income Tenants and Moderate Income Tenants are of similar size and quality to other units and are dispersed throughout the Project. Attached is a separate sheet listing the number of each unit and indicating which units are occupied by Low Income Tenants, Median Income Tenants and Moderate Income Tenants, the size, the number of bedrooms of such units and the number of Low Income Tenants, Median Income Tenants and Moderate Income Tenants who commenced occupancy of units during the preceding month.

The representations set forth herein are true and correct to the best of the undersigned's knowledge and belief.

Date: \_\_\_\_\_

Owner: \_\_\_\_\_

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

475 Sansome Street, Suite 1700  
San Francisco, California 94111  
Attention: Josh D. Anzel

***THIS SPACE IS FOR RECORDERS USE ONLY***

**PUBLIC BENEFIT AGREEMENT**

**(Title of Document)**

*Per Government Code 27388.1 (a)(1) "A fee of \$75 dollars shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel or real property. The fee shall not exceed two hundred twenty-five dollars (\$225)"*

Reason for Exemption:

- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- Exempt from fee per GC 27388.1 (a) (2) (D); recording fee exempt under GC 27383.
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

**Failure to include an exemption reason will result in the imposition of the \$75.00 Building Homes and Job Act Fee.**

RECORDING REQUESTED BY  
CMFA Special Finance Agency

WHEN RECORDED RETURN TO:  
Jones Hall, A Professional Law Corporation  
475 Sansome Street, Suite 1700  
San Francisco, California 94111  
Attention: Josh D. Anzel

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THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383  
OF THE CALIFORNIA GOVERNMENT CODE

**PUBLIC BENEFIT AGREEMENT**

By and Between

**CMFA SPECIAL FINANCE AGENCY**

and

**CITY OF LANCASTER**

\_\_\_\_\_  
Dated as of \_\_\_\_\_ 1, 2022

\_\_\_\_\_  
Relating to

**CMFA SPECIAL FINANCE AGENCY  
SENIOR ESSENTIAL HOUSING REVENUE BONDS, SERIES 2022A-1  
(VELLO VALLEY)**

**CMFA SPECIAL FINANCE AGENCY  
JUNIOR ESSENTIAL HOUSING REVENUE BONDS, SERIES 2022A-2  
(VELLO VALLEY)**

and

**CMFA SPECIAL FINANCE AGENCY  
SUBORDINATE ESSENTIAL HOUSING REVENUE BONDS, SERIES 2022B  
(VELLO VALLEY)**



## **PUBLIC BENEFIT AGREEMENT**

This PUBLIC BENEFIT AGREEMENT ("Agreement") is dated as of \_\_\_\_\_ 1, 2022, by and between the CMFA SPECIAL FINANCE AGENCY, a joint exercise of powers agency organized and existing under the laws of the State of California (including its successors and assigns, "Owner"), and the CITY OF LANCASTER, a California municipal corporation and charter city ("Host").

### **BACKGROUND**

**WHEREAS**, the Owner proposes to issue Bonds (as hereinafter defined) to finance Owner's acquisition of the certain multifamily rental housing projects (collectively, the "Project") located at 43808 Vintage Street in the City of Lancaster, California, located on the real property site described in Exhibit A hereto; and

**WHEREAS**, the Owner has executed a Regulatory Agreement and Declaration of Restrictive Covenants between Owner and Wilmington Trust, National Association, dated concurrently and recorded in the official records of the County of Los Angeles, California (the "County"), which imposes requirements upon the Project with respect to maximum income levels of tenants, maximum rents payable by tenants, maintenance of the Project in accordance with industry standards, and certain other matters, and Host is entering into this Agreement in reliance on Owner's compliance with such requirements; and

**WHEREAS**, the Owner intends to sell the Project at the instigation of the Host or upon the retirement of all Project Debt (as defined herein) pursuant to this Agreement.

### **AGREEMENT**

In consideration of the mutual covenants herein contained, and such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Owner and Host mutually agree as follows:

**Section 1. Right to Cause Sale.** Host shall have the right to cause ("Sale Right") the Owner to sell the Property (as herein defined) to Host or Host's designee upon payment by the Purchaser (as herein defined) of the Sale Price (as herein provided) within the Sale Right Term (as herein defined) and in compliance with and observance of all of the terms and conditions of this Agreement.

**Section 2. Definitions.** Capitalized terms used in this Agreement shall have the meanings assigned to them in this Section 2; capitalized terms used in this Agreement and not defined in this Section 2 or elsewhere herein shall have the meanings assigned to them in the Indenture (herein defined).

(a) "Bonds" – collectively, (i) the CMFA Special Finance Agency Senior Essential Housing Revenue Bonds, Series 2022A-1 (Vello Valley), (ii) the CMFA Special Finance Agency Junior Essential Housing Revenue Bonds, Series 2022A-2 (Vello Valley), and (iii) the CMFA Special Finance Agency Subordinate Essential Housing Revenue Bonds, Series 2022B (Vello Valley) (the "Series B Bonds"), with such other series and sub-series designations as may be set forth in the Indenture, originally issued to finance Owner's acquisition of the Project and related transaction costs. The original principal amount of the Series B Bonds shall not exceed \$5,000,000.

(b) “Bond Trustee” – Wilmington Trust, National Association, or any successor trustee under the Indenture.

(c) “Closing” – shall have the meaning set forth in Section 8 hereof.

(d) “Conveyance” – that transaction or series of transactions by which Owner shall transfer, bargain, sell and convey any and all right, title or interest in and to the Property pursuant to this Agreement.

(e) “Exercise Notice” – shall have the meaning set forth in Section 4(a) hereof.

(f) “Extraordinary Costs and Expenses” – shall have the meaning set forth in the Indenture.

(g) “Host Indemnified Person” – the Host and each of its officers, governing members, directors, officials, employees, attorneys, agents and members.

(h) “Indenture” – the Trust Indenture between Owner, as issuer, and the Bond Trustee, as trustee, pursuant to which the Bonds were issued.

(i) “Minimum Sale Price” – means the lowest price at which the Property may be sold, as described in Section 4(c) hereof.

(j) “Outstanding” – with respect to Bonds, as of any given date, all Bonds which have been authenticated and delivered by the Trustee under the Indenture, except: (i) Bonds cancelled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation; (ii) Bonds deemed to be paid in accordance with Article IX of the Indenture; and (iii) Bonds in lieu of which other Bonds have been authenticated under the Indenture.

(k) “Owner Indemnified Person” – the Owner and each of its officers, governing members, directors, officials, employees, attorneys, agents and members.

(l) “Project Administrator” – Ascenda Capital LLC, or an affiliate thereof, and its successors and assigns.

(m) “Project Deb” – any debt secured by the Project and incurred to finance or refinance Owner’s acquisition of the Project and related transaction costs, including any portion of the Bonds and any bonds, notes or other indebtedness issued by Owner to improve the Project or to refund the Bonds in whole or in part.

(n) “Property” – means all of Owner’s right, title and interest (which includes fee simple title to the real property) in and to all property and assets used in or otherwise related to the operation of the Project including, without limitation, all real property and interests in real property, all tangible and intangible personal property including furniture, fixtures, equipment, supplies, intellectual property, licenses, permits, approvals, and contractual rights of any kind or nature together with the right to own and carry on the business and operations of the Project.

(o) “Purchase” – means the purchaser of the Property in a sale thereof.

(p) “Regulatory Agreement” – means the Regulatory Agreement and Declaration of Restrictive Covenants by and between the Owner and the Bond Trustee, relating to the Bonds.

(q) “Sale Price” – purchase price of the Property to be paid by the Purchaser upon sale of the Property by the Owner pursuant to the Sale Right in compliance with Section 4 hereof or sale by the Owner pursuant to Section 5 hereof.

(r) “Sale Right” – means the right of the Host to cause the Owner to sell the Property pursuant to Section 1 hereof.

(s) “Sale Right Exercise Date” – the date fifteen (15) years from the issuance of the Bonds.

(t) “Sale Right Term” – shall commence on the Sale Right Exercise Date and, if not exercised, shall terminate at 11:59 p.m. local time on the date that is the earlier of: (i) fourteen (14) years from the Sale Right Exercise Date or (ii) the date on which no Project Debt remains Outstanding.

(u) “Transaction Costs” – to the extent not otherwise described herein, any costs or expenses of any kind or nature associated with or incurred by Owner and Bond Trustee in connection with the consummation of the Conveyance, regardless of whether such costs and expenses are customarily borne by the seller or purchaser in any such transaction, including but not limited to taxes, recording fees and other impositions, Owner’s and Bond Trustee’s legal and other professional fees, fees for verification agents, bidding agents, escrow agents, custodians or trustees, assumption fees, prepayment fees, the cost of the appraisal, brokers’ fees and expenses, surveys, inspections, title commitments, title insurance premiums and other title-related fees, and all amounts required for indemnification of Owner, Trustee and Project Administrator.

**Section 3. Effectiveness; Term and Termination.** The Sale Right shall become effective on the Sale Right Exercise Date and may be exercised during the Sale Right Term. Owner agrees that it will not enter into any agreement to sell all or any part of the Property during the Sale Right Term other than as may be required by the Indenture (e.g., in the event of default), without the specific written request of the Host and delivery of an Opinion of Bond Counsel to the Owner substantially to the effect that such sale will not, in and of itself, adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

**Section 4. Exercise of Sale Right.**

(a) Host’s Notice. To exercise the Sale Right, Host shall provide a notice (an “Exercise Notice”) to Owner (with a copy to the Project Administrator) at any time during the Sale Right Term.

(b) Owner’s Best Efforts to Sell. Unless Host notifies Owner in writing that it is withdrawing its Exercise Notice within fifteen (15) business days of delivering the Exercise Notice under Section 4(a) hereof, Owner shall exercise its best efforts to enter into a purchase agreement for the sale of the Property in accordance with Section 7(d) and to sell and convey good and marketable title to the Property to Host or its designee within ninety (90) days following receipt of the Exercise Notice, or as soon as possible thereafter, in accordance with the purchase agreement, but only if it can sell at or above the Minimum Sale Price. The obligation of the Owner to enter into the purchase agreement for the sale and conveyance of the Property to Host or its designee shall be on a best efforts basis. The Owner shall endeavor to sell the Property at a commercially reasonable price, subject to subsection (c) of this Section, by such means as it shall determine to be suitable for such purpose; provided that Owner shall incur no liability to any party

as a result of or otherwise in connection with the sale or failure to sell. Subject to subsection (c), nothing herein shall require or prevent Owner selling the Property subject to the restrictions set forth in the Regulatory Agreement. The Owner shall direct the Bond Trustee in the foregoing as and to the extent necessary or appropriate.

(c) Sale Price. The Sale Price shall be at least equal to the sum of the amounts set forth below (net of any adjustments or prorations of the type described in Section 8(b)) (the "Minimum Sale Price"):

- i. an amount sufficient to either prepay, redeem in whole or fully defease for redemption on the earliest call date all Project Debt; plus
- ii. any fees or other amounts not identified in clause (i) that may be necessary to effect the complete release from and discharge of any lien, mortgage or other encumbrance on the Property; plus
- iii. any amounts due to Owner (including the Owner Indemnified Persons, as provided in the Indenture), Bond Trustee, Project Administrator, Property Manager, or any predecessor or successor, or any other Person under any indenture, loan agreement, bond, note or other instrument relating to any Project Debt (including, without limitation, indemnification amounts, Owner's Extraordinary Costs and Expenses, recurrent and extraordinary fees and expenses, and reimbursable costs and expenses of any kind or nature); plus
- iv. Transaction Costs; minus
- v. Any funds held by or for Owner under the Indenture applied to the retirement of Project Debt. Owner may retain such portion of moneys in the Extraordinary Expense Fund and may, in addition, retain such portion of moneys in other funds it deems reasonable as a reserve against future expected costs and expenses of the type described in subparagraph (iii). Owner's determination of this amount shall be final and incontestable.

**Section 5. Mandatory Conveyance.** Upon the retirement of all Project Debt, the Owner shall use its best efforts to effect a Conveyance within ninety (90) days thereafter, subject to Section 4(c) hereof. Owner shall give notice to Host of its intent to convey the Property, and Host (or its designee) shall have the first right to acquire the Property by delivery of an Exercise Notice to Owner within thirty (30) days after receipt of Owner's notice. Nothing herein shall require or prevent Owner selling the Property subject to the restrictions set forth in the Regulatory Agreement.

**Section 6. Surplus Cash; Surplus Conveyance Proceeds.** Upon a Conveyance of the Property, Owner shall apply the proceeds of such Conveyance (i) to redeem the Bonds then Outstanding, (ii) to prepay, redeem in whole or fully defease any other Project Debt, and (iii) to pay any fees or other amounts listed in Section 4(c)(ii) – (iv). Any proceeds remaining following the foregoing payments (such remaining amounts hereinafter referred to as “Surplus Conveyance Proceeds”) shall be transferred to Host, and Host shall equitably share (within Host’s reasonable discretion) such Surplus Conveyance Proceeds with the other taxing agencies in the County so as to reimburse such taxing agencies for any foregone property tax revenue.

**Section 7. Terms of Conveyance.**

(a) The Conveyance shall be in the nature of a grant deed to Purchaser in which Owner shall deliver one or more deeds, bills of sale, or other instruments of transfer without recourse or warranty of any kind or nature.

(b) The Property will be conveyed to Purchaser in AS IS CONDITION, WITH ALL FAULTS, and without representations or warranties of any kind or nature as to the condition of the Property, except as may otherwise be set forth in the purchase agreement.

(c) There shall be no partial transfer and that, upon consummation of the Conveyance, Owner shall be fully divested of any and all right, title or interest in and to the Property.

(d) As soon as practicable after Host’s delivery of the Exercise Notice, Owner shall deliver to Purchaser a purchase agreement for the Property, and the parties shall negotiate in good faith towards a mutually satisfactory purchase agreement form and substance satisfactory to Owner and Purchaser and their counsel subject to the terms and conditions of this Agreement. The purchase agreement shall permit Purchaser to conduct physical inspections of the Property and conduct due diligence related to the purchase of the Property, including without limitation its value and physical and environmental condition, and shall provide Purchaser a due diligence approval period of not less than sixty (60) days after the date of the purchase agreement. The purchase agreement shall provide for Owner to deliver to Purchaser copies of all plans, studies, records, reports, governmental notices and approvals, and other written materials related to the use, occupancy or condition of the Property that Owner has in its possession, including without limitation environmental, structural, mechanical, engineering and land surveys. Purchaser shall provide Owner with comments to the form of purchase agreement within fifteen (15) business days of its receipt thereof, and Owner and Purchaser shall use good faith efforts to negotiate, draft and execute a mutually acceptable purchase agreement as soon as practicable thereafter. The purchase agreement shall provide for closing for the conveyance to Purchaser of good and marketable title to the Property at the Sales Price within the time set forth in Section 8(a) hereof.

**Section 8. Closing.**

(a) The closing of the Conveyance (“Closing”) shall take place, in the case of a Conveyance pursuant to Section 4 hereof, not later than the ninetieth (90th) calendar day following the Owner’s receipt of the Exercise Notice, or as soon as possible thereafter, and in the case of a mandatory conveyance pursuant to Section 5 hereof, not later than the ninetieth (90th) calendar day following the retirement of all Project Debt, or as soon as possible thereafter.

(b) All general and special real property taxes and assessments, and rents shall be prorated as of the Closing, with Purchaser responsible for all such items to the extent arising or

due at any time following the closing. General real property taxes shall be prorated at the time of Closing based on the net general real property taxes for the year of Closing.

**Section 9. Recording.** This Agreement, and any amendment thereto, shall be recorded with the recorder's office of the County; *provided*, that upon termination of the term of this Agreement, Host shall cooperate with Owner to remove any such recorded Agreement or amendment thereto from title to the Property upon Owner's reasonable request therefor and, in any event, by no later than thirty (30) days after the expiration of the original term of this Agreement.

**Section 10. [Reserved]**

**Section 11. [Reserved]**

**Section 12. Assignment.** Neither party to this Agreement shall assign its interests, obligations, rights and/or responsibilities under this Agreement without the prior written consent of the other party, except as provided herein.

**Section 13. Limitation on Liability.**

(a) The Owner and Host shall not be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Agreement or any sale or Conveyance or failure or price thereof or application of proceeds thereof, except only as to moneys available therefor under and in accordance with the Indenture or this Agreement.

(b) No Owner Indemnified Person or Host Indemnified Person shall be individually or personally liable for the payment of any sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement, or by any proceedings for the sale or Conveyance or failure or price thereof, or Host's exercise or waiver of same, or otherwise except in the case of such Owner Indemnified Person's own willful misconduct.

(c) The Bonds will not be a debt, liability or obligation of Host but rather, solely indebtedness of the Owner, limited to the Trust Estate pledged and available therefor under the Indenture. Under no circumstances shall Host be obligated to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation or operation of the Project; or (iii) make any contribution or advance any funds whatsoever to the Owner.



(f) Complete Agreement; Benefits. This Agreement together with all schedules and exhibits attached hereto and made part thereof supersedes all previous agreements, understandings and representations made by or between the parties hereto. This Agreement shall inure solely and exclusively to the benefit of the Owner and Host, and no other party shall have any right, remedy or claim under or by reason of this Agreement.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. All claims of whatever character arising out of this Agreement, or under any statute or common law relating in any way, directly or indirectly, to the subject matter hereof or to the dealings between Owner and any other party hereto, if and to the extent that such claim potentially could or actually does involve Owner, shall be filed and maintained in the Superior Court of California, County of San Diego, California. By executing and delivering this Agreement, each party hereto irrevocably: (i) accepts generally and unconditionally the exclusive jurisdiction and venue of such court; (ii) waives any defense of forum non-conveniens; and (iii) agrees not to seek removal of such proceedings to any court or forum other than as specified above. The foregoing shall not be deemed or construed to constitute a waiver by Owner of any prior notice or procedural requirements applicable to actions or claims against or involving governmental units and/or political subdivisions of the State of California that may exist at the time of and in connection with such matter.

(h) Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid provision shall be deemed severable, and shall not affect the validity or enforceability of any other provisions of this Agreement, all of which shall remain fully enforceable.

(i) Conflicts. For the sake of clarity, Bond Counsel represents the Owner in the matters covered by this Agreement, and does not represent or owe any attorney-client or similar duty to Host with respect to any such matters. If Bond Counsel has represented, currently represents or in the future represents Host in some other matter, no conflict-of-interest shall be deemed to exist on that account, and to the extent a conflict is considered to exist anyway or arises, both Host and Owner waive any such conflict and consent to such representation of both Host and Owner.

(j) Conflicts Between This Agreement and Regulatory Agreement. In the event of any conflict between the terms of the Regulatory Agreement and the specific terms and requirements of this Agreement, the specific terms and requirements set forth in the Regulatory Agreement shall prevail.

(k) Term. This Agreement shall terminate upon the Conveyance or sale or other disposition of the Property in connection with remedies exercised under the Indenture in the Event of Default.

(l) Captions. The captions used in this Agreement are solely for convenience and shall not be deemed to constitute a part of the substance of the Agreement for purpose of its construction.

(m) Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same Agreement.



(n) Joint Powers Agreement. So long as the Bonds (or any other Project Debt for the Property) remains outstanding, Host shall not withdraw as a member of Owner without first obtaining an opinion of counsel or counsels, nationally-recognized in the subject matter of the opinion and acceptable to Owner in its sole discretion, addressed to the bond trustee and the Owner, to the effect that such withdrawal, in and of itself, will not have a material adverse effect on (i) any tax-exempt status of interest on the Bonds or other Project Debt, (ii) any exemption from property tax for the Property, or (iii) the validity of the Bonds under state law.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth above.

**CMFA SPECIAL FINANCE AGENCY**

By: \_\_\_\_\_  
Edward J. Becker  
Executive Director

**CITY OF LANCASTER**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL PROPERTY**

The Land referred to herein is situated in the State of California, County of Los Angeles, City of Lancaster, and described as follows:

[TO COME]

**STAFF REPORT**  
**City of Lancaster**

PH 2
1/10/2023
JC

Date: January 10, 2023

To: Mayor Parris and City Council Members

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

Subject: 2021 Application to the California Department of Housing and Community Development Permanent Local Housing Allocation Program and 5-Year Plan Amendment

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**Recommendations:**

1. Adopt **Resolution No.** \_\_\_\_\_, authorizing the application and adopting a plan for the State of California Department of Housing and Community Development Permanent Local Housing Allocation (PLHA) Program.
2. Authorize submission of an amended Permanent Local Housing Allocation 5-Year Plan.
3. Authorize appropriation of 2021 PLHA funds to General Ledger account fund 349-4792-770.
4. Authorize the City Manager, or his designee, to execute all related documents.
5. Find that the California Environmental Quality Act does not apply to this item.

**Fiscal Impact:**

Additional PLHA funds to be received in the amount of \$1,188,528.00. The funds will be appropriated to the existing General Ledger account fund 349-4792-770.

In July 2020, the City Council adopted a resolution authorizing the submission of an initial applicant and required a 5-Year Plan (Plan) for the California Department of Housing and Community Development (HCD) Permanent Local Housing Allocation (PLHA) program funds. In May 2021, following the submission and approval of the City's initial Plan, agreements to allow access to first-year 2019 funds in the amount of \$694,855.00 were executed. Shortly thereafter,

the City submitted a streamlined HCD PLHA application for its 2020 allocation of \$1,080,020.00 on June 11, 2021. On August 17, 2022, HCD released a NOFA for 2021 PLHA funds advising of an intended City of Lancaster allocation of \$1,188,528.00. In response, staff has prepared the required application and an accompanying amended Plan to allow for the utilization of the funds in alignment with the City Council's goals and previously approved commitments. The amended Plan will reallocate the percentages of funds among selected eligible activities for years two (2020) and three (2021).

**Background:**

In 2017, Senate Bill 2 created the first permanent source of funding to increase the affordable housing stock in the State of California. Revenue is generated through a \$75 recording fee on real estate transactions, and therefore, will vary from year to year depending on activity. The PLHA program is overseen by the State's Department of Housing and Community Development (HCD), who issued a Request for a Proposal in March 2020.

HCD gives cities flexibility with the PLHA Plan to meet the needs of the community, and changes can be made with proper notice to the community as described later in this report. With this flexibility in mind, staff is proposing the PLHA Plan be updated to reflect varying annual percentage allocation of PLHA funds to three (3) eligible activities:

1. To make a construction loan for a previously approved 113-unit multifamily rental housing development currently owned by the Housing Authority, as well as predevelopment and/or construction loans for 1-2 additional multifamily rental developments; and
2. To make deferred loans for pre-development costs and non-recurring closing costs to assist low-and moderate-income owner-occupied households with incomes of no more than 120% AMI to construct an Accessory Dwelling Unit (ADU) on their property; and
3. To provide down payment assistance loans to low- and moderate-income workforce households to purchase their first home.

As required by HCD, the City initiated the required 10-day public notice on December 31, 2022, inviting public review and comment. Copies of applicable documents were made available online, in person at the City Clerk's Office, and through email request.

CA:CD/sm

**Attachments:**

Resolution No.

PLHA FY 2021 Application

PLHA 5-Year Plan Amendment

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AUTHORIZING THE APPLICATION AND ADOPTING A PLAN FOR THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM

A necessary quorum and majority of the City Council Members of the City of Lancaster hereby consents to, adopts, and ratifies the following resolution:

WHEREAS, the Department of Housing and Community Development is authorized to provide up to \$335 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))); and

WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated August 17, 2022, under the Permanent Local Housing Allocation (“PLHA”) Program; and

WHEREAS the City of Lancaster is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation; and

WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients.

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

Section 1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above-referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

Section 2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA \$4,169,130.00 in accordance with all applicable rules and laws.

Section 3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

Section 4. Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.

Section 5. Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

Section 6. Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

Section 7. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

Section 8. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A), (B) and (C).

Section 9. Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

Section 10. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

Section 11. City of Lancaster City Manager, or his designee is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.



Resolution No.

Page 3

PASSED, APPROVED, and ADOPTED this \_\_\_\_ of \_\_\_\_\_, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

\_\_\_\_\_  
ANDREA ALEXANDER, ER  
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. \_\_\_\_\_, 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)

\_\_\_\_\_

Eligible Activities, §301

§301(a) Eligible activities are limited to the following:	Included?
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies.	<input checked="" type="checkbox"/> YES
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.	<input checked="" type="checkbox"/> YES
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.	<input type="checkbox"/> YES
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.	<input type="checkbox"/> YES
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.	<input type="checkbox"/> YES
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.	<input type="checkbox"/> YES
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.	<input type="checkbox"/> YES
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.	<input type="checkbox"/> YES
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.	<input checked="" type="checkbox"/> YES
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.	<input type="checkbox"/> YES

**§302(c)(4) Plan**

Rev. 5/7/21

**§302(c)(4)(A)** Describe the manner in which allocated funds will be used for eligible activities.  
 The City of Lancaster plans to use PLHA funds for 3 activities: 1) to make a construction loan for a 113-unit multifamily rental housing project on a Housing Successor Agency Housing & Neighborhood Revitalization (HNR) site that will be occupied by households with incomes of no more than 60% AMI, as well predevelopment and/or construction loans for an 1-2 additional multifamily rental projects that will be occupied by households with income of no more than 80% AMI; 2) to make deferred loans for pre-development costs and non-recurring closing costs to assist low- and moderate-income Owner-occupied households with incomes of no more than 120% AMI build an Accessory Dwelling Unit (ADU) on their property; and 3) to provide downpayment assistance loans to low- and moderate-income workforce households to buy affordable homes.

**§302(c)(4)(B)** Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).  
 The 113-unit multifamily rental housing project will be occupied by households with incomes of no more than 60% AMI—this project will receive the largest percentage of the City of Lancaster’s PLHA allocation, followed by the ADU assistance program.

**§302(c)(4)(C)** Provide a description of how the Plan is consistent with the programs set forth in the Local Government’s Housing Element.  
 The City of Lancaster’s Housing Element contains programs and policies to facilitate and assist in the construction of new affordable multifamily housing and the City plans to use 75%-80% of its PLHA funds for this Activity.

**Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))**

**§301(a)(1)** The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.

**§302(c)(4)(E)(i)** Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental Housing Activity.  
 In Years 1 & 2, the PLHA funds will be used to make a construction loan for a 113-unit multifamily rental housing project that will be occupied by households with incomes of no more than 60% AMI. In Years 3-5, and also using the balance of funds remaining for Activity 1 from Year 2, the PLHA funds will be used to fund 1-2 multifamily rental housing projects on 1-2 additional Housing Successor Agency Housing & Neighborhood Revitalization (HNR) sites for a total of 80 multifamily rental units that will be occupied by households with incomes of no more than 80% AMI.

Complete the table below for each proposed Affordable Rental Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2020	2020	2021	2022	2023										
<b>§302(c)(4)(E)(i)</b> Percentage of Funds Allocated for the Proposed Affordable Rental Housing Activity	100.0%	60.0%	10.0%	70.0%	70.0%	70.0%										
<b>§302(c)(4)(E)(ii)</b> Area Median Income Level Served	60%	60%	80%	80%	80%	80%										<b>TOTAL</b>
<b>§302(c)(4)(E)(ii)</b> Unmet share of the RHNA at the AMI Level <b>Note: complete for year 2019 &amp; 2020 only</b>	258	372														630
<b>§302(c)(4)(E)(ii)</b> Projected Number of Households Served		113				80										193
<b>§302(c)(4)(E)(iv)</b> Period of Affordability for the Proposed Affordable Rental Housing Activity ( <b>55 years required for rental housing projects</b> )	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	

**§302(c)(4)(E)(iii)** A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.  
 A developer was selected for the 113-unit multifamily rental housing project and the City and Developer entered into a Disposition and Development Agreement (DDA) in 2021. The project received an AHSC award in Round 6 and the Developer will be submitting an application for LIHTC in 2023. Construction is estimated to begin at the end of 2023. An RFP for the 1-2 additional multifamily rental projects will be released in 2023.

**§301(a)(2)** The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

<b>§302(c)(4)(E)(i)</b> Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental and Ownership Housing Activity.	<b>Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing</b>	<b>15%</b>
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The City will provide PLHA funds to make deferred loans for pre-development costs and non-recurring closing costs to assist low- and moderate-income Owner-occupied households with incomes of no more than 120% AMI build an Accessory Dwelling Unit (ADU) on their property

Complete the table below for each proposed Affordable Rental and Ownership Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2020	2021	2022	2023												
Type of Affordable Housing Activity		ADU	ADU	ADU	ADU												
<b>§302(c)(4)(E)(ii)</b> Area Median Income Level Served		120%	120%	120%	120%												<b>TOTAL</b>
<b>§302(c)(4)(E)(ii)</b> Unmet share of the RHNA at AMI Level <b>Note: complete for year 2019 &amp; 2020 only</b>		164	194														358
<b>§302(c)(4)(E)(i)</b> Percentage of Funds Allocated for Each Affordable Housing Activity		30%	20%	20%	20%												
<b>§302(c)(4)(E)(ii)</b> Projected Number of Households Served			15	15													30
<b>§302(c)(4)(E)(iv)</b> Period of Affordability for the Proposed Activity ( <b>55 years required for rental housing projects</b> )		30	30	30	30												

**§302(c)(4)(E)(iii)** A description of major steps/actions and a proposed schedule for the implementation and completion of each Affordable Rental and Ownership Housing project.

The ADU assistance program is currently being designed and will begin in 2023.

- §301(a)(3)** Matching portions of funds placed into Local or Regional Housing Trust Funds.
- §301(a)(4)** Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
- §301(a)(5)** Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.
- §301(a)(6)** Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
- §301(a)(7)** Accessibility modifications in Lower-income Owner-occupied housing.
- §301(a)(8)** Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
- §301(a)(9)** Homeownership opportunities, including, but not limited to, down payment assistance.

<b>§302(c)(4)(E)(i)</b> Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.	<b>Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing (AOWH)</b>	<b>10%</b>
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The PLHA funds will be used to expand the City's existing downpayment assistance program for low- and moderate-income households earning up to 120% AMI.

Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2020	2021	2022	2023										
Type of Homeowner Assistance			Down Payment Assistance	Down Payment Assistance	Down Payment Assistance										
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity			10.00%	10.00%	10.00%										
§302(c)(4)(E)(ii) Area Median Income Level Served			120%	120%	120%										<b>TOTAL</b>
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level <b>Note: complete for year 2019 &amp; 2020 only</b>															0
§302(c)(4)(E)(ii) Projected Number of Households Served				10	10										20
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity				30	30										
<b>§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.</b> The City will begin taking applications for this program from interested homebuyers in 2023.															
<b>§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.</b>															

**Application Development Team (ADT) Support Form**

Rev. 5/7/21

Please complete the "yellow" cells in the form below and email a copy to: [AppSupport@hcd.ca.gov](mailto:AppSupport@hcd.ca.gov). and [PLHA@hcd.ca.gov](mailto:PLHA@hcd.ca.gov). A member of the Application Development Team will respond to your request within ASAP.

Full Name:		Date Requested:		Application Version Date:	
Organization:		Email:		Contact Phone:	
Justification:					

Issue #	Program Name &	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date
1								
2								
3								
4								
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Local Government Formula Allocation				Rev. 2/17/22
<b>This streamlined application form is limited to Applicants who applied for and received an award from the 2020 and/or 2021 Formula Allocation NOFA.</b>				
Did Applicant receive an award from the 2020 and/or 2021 Formula Allocation NOFA?				Yes
Which NOFA year(s) are you applying for with this application?				2022 Only
Eligible Applicant Type:	Entitlement			
Local Government Recipient of PLHA Formula Allocation:	Lancaster			
2021 PLHA NOFA Formula Allocation Amount:	\$1,080,020	Allowable Local Admin (5%):	\$54,001.00	
2022 PLHA NOFA Formula Allocation Amount:	\$1,188,528	Allowable Local Admin (5%):	\$59,426.00	
Has applicant received their 2021 NOFA funds?	No	Based on the requirements in guideline section 300(e), how much has the applicant committed?	\$1,320,200	
Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to another Local Government in its 2020 application, the Applicant (for which information is required below) continues to be the administering Local Government, which received the award. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.				
<b>Eligible Applicants §300</b>				
§300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.				
Applicant:	City of Lancaster			
Address:	44933 Fern Avenue			
City:	Lancaster	State:	CA	Zip: 93534
County:	Los Angeles			
Auth Rep Name:	Chenin Dow	Title:	Senior Manager - Economic	Auth Rep. Email: cdow@cityoflancasterca.gov
Phone:	661.723.6165			
Address:	44933 Fern Avenue	City:	Lancaster	State: CA
Zip Code:	93534			
Contact Name:	Christopher Aune	Title:	Housing Manager	Contact Email: caune@cityoflancasterca.gov
Contact Phone:	661.723.6123			
Address:	44933 Fern Avenue	City:	Lancaster	State: CA
Zip Code:	93534			
<b>Threshold Requirements</b>				
§302(a) Housing Element compliance: Applicant and Delegating Local Government's if applicable Housing Element was adopted by the Local Government's governing body by the application submittal date and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.				Yes
§302(b) Applicant and Delegating Local Government have submitted the current or prior year's Annual Progress Report to the Department of Housing and Community Development pursuant to Government Code Section 65400.				Yes
§302(c)(2) Applicant certifies that submission of the application was authorized by the governing board of the Applicant.				Yes
§302(c)(5) Applicant certifies that the Plan has not reallocated more than 10 percent of funds among Activities from the approved 5-year Plan included in the PLHA program Standard Agreement, Exhibit E.				Yes
§300(e) Applicant does not have uncommitted PLHA funds greater than permitted by Section 300(e).				No
§503(b) Applicant has submitted the PLHA Annual Report by July 31, 2021 (if applying before July 31, 2022), or has submitted the PLHA Annual Report due by July 31, 2022 (if applying on or after July 31, 2022).				Yes
§302(c)(8) If a program income reuse plan was not submitted with the 2020 application, has Applicant attached a program income reuse plan describing how repaid loans and/or accrued interest will be reused for eligible activities specified in Section 301?				Yes
File Name:	Reuse Plan	Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.	Narrative uploaded to HCD?	Yes
<b>Certifications</b>				
On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.				
Jason Caudle		City Manager		11/29/22
Authorized Representative Printed Name		Title	Signature	Date

**STAFF REPORT**  
**City of Lancaster**

PH 3
1/10/2023
JC

Date: January 10, 2023

To: Mayor Parris and City Council Members

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

Subject: HOME-ARP Allocation Plan

---

**Recommendations:**

1. Adopt **Resolution No.** , approving the HOME Investment Partnerships American Rescue Plan (HOME-ARP) Allocation Plan.
2. Authorize the City Manager, or his designee, to execute all related documents.
3. Find that the California Environmental Quality Act does not apply to this item.

**Fiscal Impact:**

The City will be reimbursed \$2,450,524.00 in one-time HOME-ARP funding, designated for exclusive use in affordable housing activities.

**Background:**

The City of Lancaster has been allocated \$2,450,524.00 of one-time HOME-American Rescue Plan Act (HOME-ARP) funding from the United States Department of Housing and Urban Development (HUD). In order to receive the HOME-ARP allocation, the City has developed the proposed HOME-ARP Allocation Plan that will become part of the City's FY 2022-2023 HUD Annual Action Plan by substantial amendment, as required by HUD. Approval and submission of the HOME-ARP Allocation Plan has no impact on the City's General Fund.

To ensure broad input into the HOME-ARP Allocation Plan from stakeholders and the public, the City engaged in a wide range of public outreach initiatives. These included two virtual stakeholder consultation sessions, an in-person session with the public, a joint session of the City's Social Equity and Homeless Impact commissions that is also open to the public, and a survey of stakeholders.



## Analysis

The City of Lancaster is a participating jurisdiction for HOME Investment Partnerships (HOME) funds through HUD. Accordingly, the City was awarded a one-time grant of \$2,450,524.00 in HOME-American Rescue Plan Act (HOME-ARP) funding pursuant to the American Rescue Plan Act of 2021 (ARPA).

As a prerequisite for receiving the HOME-ARP allocation, the City is required to submit a HOME-ARP Allocation Plan that includes: 1) a summary of the consultation process and the results of consultation; 2) a summary of comments received through the public participation process and a summary of any comments or recommendations not accepted and the reason why; 3) a description of HOME-ARP qualifying populations within the jurisdiction; 4) an assessment of unmet needs of each qualifying population; 5) an assessment of gaps in housing and shelter inventory, homeless assistance and services, and homelessness prevention service delivery system; and 6) a summary of planned use of HOME-ARP funds for eligible activities based on the unmet needs of the qualifying populations.

ARPA defines qualifying individuals or families, including Veterans, that are: 1) homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act; 2) at risk of homelessness, as defined in section 401 of the McKinney-Vento Homeless Assistance Act; 3) fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking (as defined by HUD in 24 CFR 5.2003) or human trafficking (as outlined in the Trafficking Victims Protection Act of 2000 as amended [22 USC 7102]); and 4) part of other populations, where providing supportive services or assistance under section 212(a) of the National Affordable Housing Act 42 USC 12472(a) would prevent a family's homelessness or serve those with the greatest risk of housing instability.

Under the law, HOME-ARP funds may be used by the City of Lancaster to benefit qualifying populations through the following program types:

1. Tenant-based Rental Assistance (TBRA);
2. Development and support of affordable housing;
3. Provision of supportive services;
4. Acquisition and development of non-congregate shelter;
5. Nonprofit capacity building and operating assistance; and
6. Program planning and administration.

## City HOME-ARP Projects Considered for Funding Recommendation

Through analysis of data and consultation with stakeholders, staff has determined that the highest and best use of this allocation, for the greatest impact in the lives of individuals and families, is to allocate the funds to the construction of affordable housing units. This effort aims to help permanently resolve homelessness and/or housing insecurity for those individuals and families who benefit from the proposed units. In addition, this use of the HOME-ARP allocation best complements other funding sources the City utilizes to provide needed services.

A breakdown of the funding allocation is reflected below:

<b>Activity</b>	<b>Funding Amount</b>	<b>Percent of Allocation</b>
Non-congregate Shelter		
Affordable Rental Housing	\$2,082,945.00	85%
Tenant-based Rental Assistance		
Supportive Services		
Nonprofit Operating Assistance		
Nonprofit Capacity Building		
Administration and Planning	\$367,579.00	15%
<b>Total HOME-ARP Allocation</b>	<b>\$2,450,524.00</b>	

CA/sm

**Attachments:**

Resolution No.

Exhibit A: HOME-ARP Allocation Plan

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, APPROVING THE HOME INVESTMENT PARTNERSHIPS - AMERICAN RESCUE PLAN (HOME-ARP) ALLOCATION PLAN

WHEREAS, the U.S. Congress approved and President Biden signed into law the American Rescue Plan Act (“ARP” or “ARPA”) on March 11, 2021, for the purpose of providing stimulus to speed America’s recovery from the health and economic effects of the COVID-19 global pandemic; and

WHEREAS, ARPA provides \$5 billion for the HOME Investment Partnership Program-American Recovery Plan (“HOME-ARP”), to be administered by the U.S. Department of Housing and Urban Development (“HUD”) to provide funding to HOME-ARP Participating Jurisdictions to reduce homelessness and increase housing stability; and

WHEREAS, HUD has notified the City of Lancaster of a one-time allocation of HOME-ARP funds in the amount of \$2,450,524.00; and

WHEREAS, as a requirement of receiving HOME-ARP funds, the City is required to develop a HOME-ARP Allocation Plan comprised of a summary of the consultation and public participation process, a needs assessment and gap analysis, a summary of the planned use of the funds, and an estimate of the number of housing units the City will produce or preserve with the funds; and

WHEREAS, the City, through targeted, robust community engagement and the solicitation of input and data, has prepared a HOME-ARP Allocation Plan; and

WHEREAS, the HOME-ARP Allocation Plan proposes to allocate funds towards housing construction and supportive services as further described and defined in the HOME-ARP Allocation Plan; and

WHEREAS, in accordance with the City’s Citizen Participation Plan, a draft of the HOME-ARP Allocation Plan, a 30-day invitation for public comment, and notice of a required public hearing were published on November 10, 2022; and

WHEREAS, the City Council held a public hearing on December 13, 2022, to obtain further comment and consider the draft HOME-ARP Allocation Plan; and

WHEREAS, the City was initially allocated \$122,526.00 for the administration and planning of the HOME-ARP Allocation Plan; and

WHEREAS, the Lancaster City Council desires to approve the proposed HOME-ARP Allocation Plan and authorize its submission to HUD for review and approval.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The City of Lancaster is hereby submitting its request to authorize the City Manager, or his designee, to submit the HOME-ARP Allocation Plan to HUD for review and approval.

Section 2. The City of Lancaster hereby agrees to authorize the City Manager, or his designee, to execute all related documents

Section 4. The Budget is hereby amended to incorporate the HOME-ARP funding in the amount of \$2,450,524.00 to Account No. 399-4792-700, for expenditure in accordance with the HOME-ARP Program.

PASSED, APPROVED and ADOPTED this \_\_\_ day of \_\_\_\_\_, \_\_\_\_, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

\_\_\_\_\_  
ANDREA ALEXANDER  
City Clerk  
City of Lancaster

\_\_\_\_\_  
R. REX PARRIS  
Mayor  
City of Lancaster

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

Resolution No.

Page No. 3

CERTIFICATION OF RESOLUTION  
CITY OF LANCASTER

I, \_\_\_\_\_, \_\_\_\_\_ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. \_\_\_\_\_, 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)

\_\_\_\_\_

HOME Investment  
Partnerships Program

American Rescue Plan

**DRAFT**

**HOME-ARP ALLOCATION PLAN**

November 10, 2022

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# **DRAFT**

# **HOME-ARP ALLOCATION PLAN**

HOME Investment Partnerships (HOME) Program  
American Rescue Plan





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## **CITY COUNCIL**

R. REX PARRIS  
Mayor

MARVIN CRIST  
Vice Mayor

KEN MANN  
Councilmember

RAJ MALHI  
Councilmember

DARRELL DORRIS  
Councilmember

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# CONTENTS

Executive Summary .....	1
Introduction.....	2
HOME-ARP Eligible Qualifying Populations and Activities.....	2
Stakeholder Consultation and Public Participation .....	4
Stakeholder Consultation – Organizations Consulted by Type and Method .....	4
Summary of Feedback Received from Consulted Organizations.....	4
Public Participation .....	7
Efforts to Broaden Public Participation.....	9
Public Comments and Recommendations Received .....	9
Public Comments and Recommendations Not Accepted and Reasons Why.....	9
Needs Assessment and Gap Analysis.....	10
Housing Inventory Count.....	10
Size and Demographic Composition of Qualifying Populations .....	11
Sheltered Homeless Populations .....	11
Unsheltered Homeless Populations .....	11
At-risk of Homelessness.....	12
Fleeing or Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking or Human Trafficking.....	12
Other Populations: Currently housed and at risk of repeat homelessness.....	12
Other Populations: At greatest risk of housing instability – Households with incomes <30% AMI and experiencing severe housing cost burden.....	13
Other Populations: At greatest risk of housing instability – Households with incomes 30-50% AMI that meet HUD’s §91.5 definition of at risk of homelessness .....	13
Unmet Housing and Service Needs of Qualifying Populations .....	13
Current Resources Available to Assist Qualifying Populations .....	14
Current Resources: Congregate Beds and Non-congregate Shelter Units.....	15
Current Resources: Supportive Services .....	15
Current Resources: Tenant-based Rental Assistance .....	15
Current Resources: Affordable and Permanent Supportive Rental Housing .....	16

Shelter, Housing and Service Delivery System Gaps.....	16
Shelter Gap .....	16
Tenant-based Rental Assistance Gap.....	16
Affordable and Permanent Supportive Rental Housing Gap .....	16
Service Delivery System Gaps.....	17
Characteristics of Housing Associated with Increased Risk of Homelessness for Other Populations.....	18
Priority Needs for Qualifying Populations .....	18
HOME-ARP Activities .....	20
Uses of HOME-ARP Funding.....	20
Rationale for Uses of HOME-ARP Funding.....	20
HOME-ARP Housing Production Goals.....	20
Preferences .....	21
HOME-ARP Refinancing Guidelines.....	21

## Appendices

Citizen Participation and Consultation.....	Appendix A
Grantee SF-424s and Certifications .....	Appendix B

## VERSION HISTORY

No.	Summary of Changes			
1	Published Draft for Public Comment:	11/15/22	Sent to HUD for Approval:	TBD
	Conducted Public Hearing:	12/13/22	Approved by HUD:	TBD
	Original HOME-ARP Allocation Plan.			

### Public Contact Information

City of Lancaster  
Attn: Chris Aune  
44933 Fern Avenue  
Lancaster, CA 93534  
661-723-6000  
[www.cityoflanasterca.org](http://www.cityoflanasterca.org)

## Executive Summary

The City of Lancaster has been allocated \$2,450,524 of HOME-American Rescue Plan Act (HOME-ARP) funding from the US Department of Housing and Urban Development (HUD). In order to receive the HOME-ARP allocation, the City must develop a HOME-ARP Allocation Plan that will become part of the City's PY2021 HUD Annual Action Plan by substantial amendment.

To ensure broad input into the HOME-ARP Allocation Plan from stakeholders and the public, the City engaged in consultation with stakeholders and the public, including a virtual consultation session, a survey of stakeholders, a 30-day public comment period, and a public hearing.

The needs assessment and gap analysis identified the following needs and gaps within the City:

- In January 2022, the annual Point in Time (PIT) count revealed that 160 people were residing in emergency housing, either in shelter or transitional housing. Another 476 people were unsheltered on the streets, in tents or makeshift shelters, or in cars, vans, RVs or campers.
- 2014-2018 CHAS Data from HUD reported 12,295 households with incomes at or below 30% AMI are at risk of homelessness in the City.
- The 2014-2019 HUD CHAS data indicates there are 8,245 renter households with an annual income at or below 30% AMI with a cost burden that are at greatest risk of housing instability.
- The CHAS data reports that there are 2,795 households with incomes more than 30 and but equal to or less than 50% AMI that are at risk of homelessness in the City because of at least one of the housing problems as defined by HUD.
- The greatest need for supportive services is in the areas of housing search and counseling services, job training and employment services, financial assistance costs, mental health services, and case management services.

To address these needs within the community, the City will allocate a majority of the funds available to the construction of up to 12 affordable housing units on property already owned by the Lancaster Housing Authority. Additional funds will be allocated to supportive services and nonprofit operating assistance and capacity building.

## Introduction

The City of Lancaster has been allocated \$2,450,524 of HOME-American Rescue Plan Act (HOME-ARP) funding from the US Department of Housing and Urban Development (HUD). To receive the HOME-ARP allocation the City of Lancaster must develop a HOME-ARP Allocation Plan that will become a part of the City's PY2021 HUD Annual Action Plan by substantial amendment. The HOME-ARP Allocation Plan must include the following:

1. A summary of the consultation process and the results of consultation;
2. A summary of comments received through the public participation process and a summary of any comments or recommendations not accepted and the reason why;
3. A description of HOME-ARP qualifying populations within the jurisdiction;
4. An assessment of unmet needs of each qualifying population;
5. An assessment of gaps in housing and shelter inventory, homeless assistance and services, and homelessness prevention service delivery system;
6. A summary of planned use of HOME-ARP funds for eligible activities based on the unmet needs of the qualifying populations;
7. An estimate of the number of housing units for qualifying populations the City will produce or preserve with its HOME-ARP allocation;
8. A description of any preferences for individuals and families in a particular qualifying population or a segment of a qualifying population;
9. HOME-ARP Refinancing Guidelines; and
10. Certifications and SF-424, SF-424B, and SF-424D forms.

The following entities are responsible for preparing the Allocation Plan and those responsible for administration of the HOME-ARP grant.

Responsible Agencies		
Agency Role	Name	Department/Agency
HOME Administrator	City of Lancaster	Housing & Neighborhood Revitalization

## HOME-ARP Eligible Qualifying Populations and Activities

HUD's CPD Notice 21-10 Requirements for the Use of Funds in the HOME-American Rescue Plan Program establishes the requirements for funds appropriated under section 3205 of the American Rescue Plan Act of 2021 for the HOME Investment Partnerships Program (HOME) to provide homelessness assistance and supportive services.



The American Rescue Plan Act (ARP) defines qualifying individuals or families, including Veterans, that are:

1. Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act;
2. At risk of homelessness, as defined in section 401 of the McKinney-Vento Homeless Assistance Act;
3. Fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking (as defined by HUD in 24 CFR 5.2003) or human trafficking (as outlined in the Trafficking Victims Protection Act of 2000 as amended [22 USC 7102]); and
4. Part of other populations, where providing supportive services or assistance under section 212(a) of the National Affordable Housing Act 42 USC 12472(a) would:
  - a. Prevent a family's homelessness;
  - b. Serve those with the greatest risk of housing instability.

HOME-ARP funds may be used benefit qualifying populations through:

1. Tenant-based Rental Assistance (TBRA);
2. Development and support of affordable housing;
3. Provision of supportive services;
4. Acquisition and development of non-congregate shelter;
5. Nonprofit capacity building and operating assistance; and
6. Program planning and administration.

## Stakeholder Consultation and Public Participation

HUD requires each HOME-ARP Participating Jurisdiction to consult with agencies and service providers whose clientele include the HOME-ARP qualifying populations. Agencies that must, at a minimum, be consulted include the Continuum of Care serving the jurisdiction's geographic area, homeless and domestic violence service providers, veterans' groups, public housing agencies (PHAs), public agencies that address fair housing, civil rights, and the needs of persons with disabilities.

HUD also requires that each Participating Jurisdiction provide opportunities for the public to comment on the proposed Allocation Plan, including the amount of HOME-ARP funds that will be received and the range of activities that the City may undertake.

To ensure broad input into the HOME-ARP Allocation Plan from stakeholders and the public, the City engaged in consultation with stakeholders and the public, including a virtual consultation session, a survey of stakeholders, a 30-day public comment period, and a public hearing.

### Stakeholder Consultation

The City of Lancaster consulted with representatives from multiple agencies, groups, and organizations involved in the development of affordable housing, addressing homelessness, and the provision of services to qualifying populations in preparing this HOME-ARP Allocation Plan.

Two virtual sessions were held April 19, 2022. Representatives from multiple agencies, groups, and organizations were invited via email to attend. Those unable to attend were invited to submit written comments via emails or schedule a phone call to share their thoughts.

The virtual consultation session included an overview of the HOME-ARP notice to inform attendees of the qualifying populations and eligible activities, an opportunity to ask clarifying questions, a request for input into needs and gaps, and priority populations and activities, and an overview of the Allocation Plan timeline and process.

Two public meetings were held May 10, 2022. The public meeting was held at the Lancaster Community Center at 44611 Yucca Avenue. The afternoon session was a virtual meeting open to the public. Those unable to attend were invited to submit written comments via emails or schedule a phone call to share their thoughts.

A virtual public meeting was held during a joint session of the City Council-appointed Social Equity and the Homeless Impact commissions. That meeting was open to the public and followed the City’s requirements for noticing public meetings. Those unable to attend were invited to submit written comments via emails or schedule a phone call to share their thoughts.

The public consultation session included an overview of the HOME-ARP notice to inform attendees of the qualifying populations and eligible activities, an opportunity to ask clarifying questions, a request for input into needs and gaps, and priority populations and activities, and an overview of the Allocation Plan timeline and process.

A survey instrument was designed and available online and invited representatives from multiple agencies, groups, and organizations to rank the qualifying populations and eligible activities and services in order of perceived need, and the best approach for carrying out those activities for the community.

The Los Angeles Homeless Services Authority (LAHSA), the lead agency for the Los Angeles Continuum of Care (CoC), held a virtual session to provide their recommendations to jurisdictions being allocated funds. That session was held February 6, 2022, and was attended by staff and representatives of the City. LAHSA also provided a written memorandum outlining their HOME-ARP funding recommendations

The City-sponsored sessions were attended by 39 representatives of 11 agencies. The survey was completed by 34 representatives of 13 agencies. All HUD-required agency types were represented in either the virtual session, public meetings, or the online survey.

**Organizations Consulted by Type and Method**

Organization Consulted	Type of Organization	Method of Consultation
Antelope Valley Domestic Violence Council dba Valley Oasis	Nonprofit, addresses needs of qualifying populations, including domestic violence victims, lead agency on coordinated entry system (CES)	Public Meeting Virtual Session Survey
Antelope Valley Partners for Health	Nonprofit, addresses needs of qualifying populations, including those at risk of homelessness	Survey
Children's Bureau	Nonprofit, addresses needs of qualifying populations, including homeless and those at risk of homelessness	Survey

Christian Life Assembly	Nonprofit, addresses needs of qualifying populations, including those at risk of homelessness	Survey
City of Lancaster	Public, addresses needs of qualifying populations, including homeless and those at risk of homelessness, serves as public housing authority	Public Meeting Virtual Session Survey
Desert Vineyard Church	Nonprofit, addresses needs of qualifying populations, including homeless	Virtual Session
DMH - Mental Health Clinics	Nonprofit, addresses needs of qualifying populations, including homeless and those at risk of homelessness	Virtual Session
Homeless Impact Commission	Public, addresses needs of qualifying populations, including homeless, domestic violence victims, civil rights, veterans, fair housing, disabilities	Public Meeting
Hope Of The Valley	Nonprofit, addresses needs of qualifying populations, including homeless and those at risk of homelessness	Virtual Session Survey
Kensington Place	Nonprofit, addresses needs of qualifying populations, including those at risk of homelessness	Public Meeting
Los Angeles Homeless Services Authority (LAHSA)	Nonprofit, addresses needs of qualifying populations, including homeless	Agency-Sponsored Virtual Session
Mental Health America of Los Angeles	Nonprofit, addresses needs of qualifying populations, including homeless and those at risk of homelessness, including veterans	Survey
Ohana Center	Nonprofit, addresses needs of qualifying populations, including those at risk of homelessness	Virtual Session
Paving the Way Foundation	Nonprofit, addresses needs of qualifying populations, including veterans, homeless, and those at risk of homelessness	Public Meeting Virtual Session Survey
Project 180	Nonprofit, addresses needs of qualifying populations, including homeless and those at risk of homelessness	Survey
Project Joy USA Inc.	Nonprofit, addresses needs of qualifying populations, including veterans, homeless, and those at risk of homelessness	Virtual Session Survey
Social Equity Commission	Public, addresses needs of qualifying populations, including homeless, domestic violence victims, civil rights, veterans, fair housing, disabilities	Public Meeting
The People Concern	Nonprofit, addresses needs of qualifying populations, including homeless and those at risk of homelessness	Virtual Session Survey

Volunteers of America - Lancaster	Nonprofit, addresses needs of qualifying populations, including those at risk of homelessness	Virtual Session
Youth with a Purpose	Nonprofit, addresses needs of qualifying populations, including those at risk of homelessness	Virtual Session

## Summary of Feedback Received from Consulted Organizations

Consultation revealed strong support for the following:

**Development and support of affordable housing.** Participants in the sessions discussed the need for additional affordable rental housing. Specific issues mentioned included the shortage of affordable housing inventory; shortage of affordable housing available to voucher holders; and competition favoring those that can meet extreme income requirements, without children, and steady jobs. Several participants noted that there are two potential projects being considered in the City: one providing affordable rental housing and one planned to convert two hotels into housing. Of respondents to the survey, 94% believed there was a high need for this activity.

**Tenant-based rental assistance (TBRA).** In conjunction with affordable housing, many participants mentioned the need to increase availability of the TBRA program and as a companion to the development of affordable housing. Also mentioned was the need for incentives to get and keep landlords to accept tenants. Of respondents to the survey, 68% believed there was a high need for this activity.

**Acquisition and development of non-congregate shelter.** Many participants mentioned the need for shelter in general and for specific populations including families, transitional age youth (TAY), those fleeing domestic violence and other situations, and senior citizens. Of respondents to the survey, 62% believed there was a high need for this activity.

**Provision of supportive services.** Many examples of supportive services were mentioned in the sessions including case management, help in finding temporary and permanent housing, mental health services, transportation and financial assistance. Survey respondents were asked to rate what they believed is the current need for various services eligible under HOME-ARP. Of respondents to the survey, 60% believed there was a high need for this activity. The activities with the most ratings for “high need” were housing search and counseling services and job training and employment services (both 83%), financial

assistance costs (80%), mental health services (77%), and case management services (76%).

Rating of Current Need for Supportive Services				
Supportive Services	High Need	Moderate Need	Low Need	No Need
Case management services	76%	18%	6%	0%
Child Care Assistance	52%	35%	10%	3%
Credit repair services	50%	32%	15%	3%
Education Services	64%	30%	6%	0%
Financial assistance costs	80%	11%	9%	0%
Food assistance	57%	31%	11%	0%
Housing search and counseling services	83%	17%	0%	0%
Job training and employment services	83%	17%	0%	0%
Landlord/tenant liaison services	65%	29%	3%	3%
Legal services	46%	40%	14%	0%
Mediation services	26%	49%	23%	3%
Mental health services	77%	20%	3%	0%
Outpatient health services	47%	38%	12%	3%
Outreach services	69%	23%	6%	3%
Services for special populations	66%	26%	9%	0%
Substance abuse treatment	68%	24%	9%	0%
Transportation assistance	66%	31%	3%	0%

**Nonprofit capacity building and operating assistance.** In the survey, respondents were asked if they believed there was a need for nonprofit capacity building and operating assistance. Of respondents to the survey, 100% responded affirmatively that there was a need in the nonprofit sector for capacity building and 97% for operating assistance.

In their memorandum and their agency sponsored virtual session, the Los Angeles Homeless Services Authority (LAHSA) recommendations for the use of HOME-ARP funds within Los Angeles County. They advocated that a “balance of resources to within the homeless services system is critical to ensure effective operations” and recommend a ration of five permanent housing resources for every interim housing bed. That balance informs their recommendations:

1. Acquisition of permanent housing resources if other funds are available to leverage for the purchase of multi-unit buildings, scattered sites properties, or individual units.

2. Master leasing, which is not outlined in the HOME-ARP guidance but is being explored through conversations between LAHSA and HUD.
3. Supportive services that support emergency housing vouchers and services based in problem solving, prevention and diversion to prevent the need for interim housing or accessing the homeless services system.

## **Public Participation**

To provide opportunities for public participation, the City of Lancaster sent an email to all agencies and individuals on its email list notifying them of the opportunity to participate in the virtual consultation sessions to be held on April 19, 2022. In addition to attending the virtual consultation session, they were asked to complete an online survey regarding their views of the level of need for the eligible activities and qualifying populations as described by the CPD Notice 21-10. Those unable to attend, or who had further comments after the virtual session were invited to email them directly to City staff.

A combined notice of public comment period and public hearing was published in the Antelope Valley Press on November 9, 2022. The Antelope Valley Press qualifies as a newspaper of general circulation. The public notice was published in both English and Spanish.

## **Efforts to Broaden Public Participation**

To broaden public participation, members of the public who are on the City's email list were also invited via email to attend the public consultation session held on May 10, 2022, in the formulation of the Allocation Plan.

## **Public Comments and Recommendations Received**

A summary of comments and recommendation received during the public comment period and at the public hearing will be included prior to the submission of this Allocation Plan to HUD.

## **Public Comments and Recommendations Not Accepted and Reasons Why**

A summary of comments and recommendations received but not accepted and the reasons why will be included prior to the submission of this Allocation Plan to HUD.

## Needs Assessment and Gap Analysis

The needs assessment and gap analysis must evaluate the size and demographic composition of HOME-ARP qualifying populations, and unmet needs of HOME-ARP qualifying populations. In addition, the needs assessment and gap analysis must identify any gaps within its current shelter and housing inventory, and service delivery system. This needs assessment and gap analysis focuses on the following:

1. Sheltered and unsheltered homeless populations;
2. Currently housed populations at risk of homelessness;
3. Other families requiring services or housing to prevent homelessness; and
4. Those at greatest risk of housing instability or unstable housing situations.

### Housing Inventory Count

The annual Housing Inventory Count (HIC) provides useful context regarding the number and type of beds and units that are available for individuals and families experiencing on any given night. The following tables summarize beds and units available as of January 2021 in the City by bed type.

Emergency housing beds include emergency shelter and transitional housing; emergency shelter generally allows for short-term or nightly stays, while transitional housing generally allows for a stay up to 24 months. Both types of emergency housing may include supportive services designed to facilitate movement to independent living.

The 2021 HIC did not include details about housing available for subpopulations.

Emergency Housing Beds Available January-October 2021					
	Family Units	Family Beds	Adult-Only Beds	Child-Only Beds	Total Year-Round Beds
Emergency Shelter	40	80	248	0	368
Transitional Housing	0	0	30	0	30
Total Emergency Housing Beds	40	80	278	0	398



Rapid rehousing provides security and utility deposits and/or monthly rental and utility assistance for rental units that rent for less than the fair market rent. Assistance is generally provided for the shortest period of time necessary for a household to gain stable housing and can range from 3 to 24 months. Permanent supportive housing provides for an unlimited lease term; residents receive services necessary to promote continued housing stability.

Rapid Rehousing and Permanent Supportive Housing Available January-October 2021					
	Family Units	Family Beds	Adult-Only Beds	Child-Only Beds	Total Year-Round Beds
Rapid Rehousing	6	24	55	0	85
Permanent Supportive Housing	22	82	291	0	395
Total Year-Round Beds	28	106	346	0	480

### Size and Demographic Composition of Qualifying Populations

Due to the coronavirus pandemic, there was no street count conducted in 2021 to identify unsheltered homeless populations. The February 2022 Point-in-Time (PIT) count of both sheltered and unsheltered homelessness is used for this analysis.

### Sheltered Homeless Populations

The 2022 sheltered Point-in-Time count identified 160 people experiencing sheltered homelessness in the City at the end of February 2022. People are considered sheltered when they are residing in emergency shelter or transitional housing, but not when they are receiving rapid rehousing assistance or residing in permanent supportive housing. Among individuals experiencing sheltered homelessness:

- 145 (90.6%) were in emergency housing
- 15 (9.4%) were in transitional housing

LAHSA does the official PIT count in Los Angeles County and does not publish demographics or family status.

## Unsheltered Homeless Populations

The 2022 unsheltered Point-in-Time count identified 476 people experiencing unsheltered homelessness at the end of February 2022. Among individuals experiencing unsheltered homelessness:

- 114 (24%) were on the street
- 41 (8.6%) were in cars
- 60 (12.6%) were in makeshift shelters
- 91 (19.2%) were in tents
- 151 (31.7%) were in RVs
- 17 (3.6%) were in vans
- 2 (0.4%) were in safe parking

## At-risk of Homelessness

Households at risk of homelessness are those with incomes at or below 30% AMI that lack sufficient resources or support networks to prevent homelessness, and

- Have moved more than two times due to economic reasons in the past 60 days, or
- Are doubled up with another household due to economic hardship, or
- Will be evicted within 21 days, or
- Live in a hotel or motel without financial assistance from a nonprofit or government entity, or
- Live in an efficiency apartment and are overcrowded, or
- Are exiting a publicly-funded institution or system of care

The CHAS 2014-2018 Data Table 10 indicates that there are approximately 12,295 households with incomes at or below 30% AMI that are at risk of homelessness in the City.

## Fleeing or Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking or Human Trafficking

The State of California Department of Justice maintains statistics on domestic violence statewide by jurisdiction. In 2020, the Los Angeles County Sheriff's Department responded to a total of 1,381 calls related to domestic violence. Of these calls:

- 212 of these domestic incidents did not involve a weapon
- 1,169 calls involved a weapon
  - 30 domestic incidents involved a firearm

- 26 domestic incidents involved a knife or cutting instruments
- 112 domestic incidents involved other dangerous weapons
- 1,001 domestic incidents involved personal weapons (i.e. feet or hands, etc.)

Therefore, if each one of these calls represented a household with member(s) who required housing assistance, it can be estimated that there were up to 951 households in 2018 who were in need of some form of housing assistance. The form of housing assistance required may vary depending on the specific circumstances of each case.

### **Other Populations**

Other populations, as defined by HOME-ARP, include those who:

1. Are currently housed and at risk of repeat homelessness;
2. Have incomes at or below 30% AMI and are experiencing severe housing cost burden; and
3. Otherwise meet the definition of at risk of homelessness and have incomes income of more than 30% and at or below 50%

### **Other Populations: At greatest risk of housing instability – Households with incomes <=30% AMI and experiencing housing cost burden**

The 2014-2019 HUD CHAS data indicates there are 8,245 renter households with an annual income at or below 30% AMI with a cost burden that are at greatest risk of housing instability.

These renter households include:

- Two-person households, one or both of whom are age 62 or older: 60
- Small families with 2-4 non-elderly people: 135
- Large families with 5 or more people: 65
- People living alone or with non-relatives who are age 62 or older: 175
- People living alone or with non-relatives, none of whom are age 62 or older: 70

### **Other Populations: At greatest risk of housing instability – Households with incomes 30-50% AMI that meet HUD’s §91.5 definition of at risk of homelessness**

Households in this category are those with incomes at more than 30% and at or below 50% AMI that lack sufficient resources or support networks to prevent homelessness, and

- Have moved more than two times due to economic reasons in the past 60 days, or
- Are doubled up with another household due to economic hardship, or
- Will be evicted within 21 days, or
- Live in a hotel or motel without financial assistance from a nonprofit or government entity, or
- Live in an efficiency apartment and are overcrowded, or
- Are exiting a publicly-funded institution or system of care

HUD Comprehensive Housing Affordability Strategy (CHAS) 2014-2018 Data Table 10 provides information on households that include more than one family, household income level and overcrowding. The CHAS data indicates that there are approximately 2,795 households with incomes between 30 and 50% AMI that are at risk of homelessness in the City because of at least one of the housing problems as defined by HUD. In addition, 230 are living in households with more than one family.

### Unmet Housing Needs of Qualifying Populations

The greatest unmet housing need of qualifying populations is the availability of affordable rental housing. As the table below shows, only 18.5% of the more than 22,000 rental units in the City are available to households with incomes at or below 50% AMI. The level of need for affordable rental units for households with incomes at or below 50% AMI is more than five times the available units, according to HUD CHAS data for 2014-2018.

Housing Needs Inventory and Gap Analysis					
		Available Units	Level of Need	HH with at least 1 Housing Problem	GAP <i>(units-level of need)</i>
Total Rental Units	22,190				
<=30% AMI		3,595	9,180	5,580	5,585
>30% to <=50% AMI		510	3,540	2,795	3,030
Total <=50% AMI		4,105	12,270	8,375	8,615

### Unmet Service Needs of Qualifying Populations

Based on consultation with service providers in the City, the greatest unmet service needs of qualifying populations included sheltered and unsheltered homeless populations, currently housed populations at risk of homelessness, other families requiring services or assistance to prevent homelessness, and those at greatest risk of housing instability or in unstable housing situations are:

- Housing search and counseling services

- Job training and employment services
- Financial assistance costs
- Mental health services
- Case management services

Additional unmet service needs of qualifying populations, including sheltered and unsheltered homeless populations, currently housed populations at risk of homelessness, other families requiring services or assistance to prevent homelessness, and those at greatest risk of housing instability or in unstable housing situations include the following as described in HUD CPD Notice 2021-10, as may be amended:

- Credit repair services
- Education Services
- Food assistance
- Landlord/tenant liaison services
- Legal services
- Mediation services
- Outpatient health services
- Outreach services
- Services for special populations
- Substance abuse treatment
- Transportation assistance

### **Current Resources Available to Assist Qualifying Populations**

Current available resources include:

- Congregate beds and non-congregate shelter units;
- Supportive services; and
- Affordable and permanent supportive housing

### **Current Resources: Congregate Beds and Non-congregate Shelter Units**

In January 2021, there were 398 congregate beds and 480 beds in non-congregate shelter units. Congregate beds include emergency, safe haven, and transitional housing beds and units. Non-congregate shelter includes permanent supportive housing and rapid re-housing.

### **Current Resources: Supportive Services**

The lead agency on coordinated entry system (CES), Valley Oasis, considers 39 agencies providing a range of supportive services as referral partners and another 20 agencies as

participating partners in the CES system. Although Valley Oasis serves communities other than Lancaster, most of the agencies also service an area larger than Lancaster. The range of services available in the network includes mental health services, domestic violence prevention, children’s services, jobs, food assistance, education services, veterans’ services, and housing services.

**Current Resources: Tenant-based Rental Assistance**

The City currently does not use its HOME funds for Tenant-based rental assistance.

**Current Resources: Permanent Supportive Rental Housing**

There are seven apartment complexes within the City that have been identified as having permanent supportive housing units. The properties offer 22 units allowing children, with 85 beds and another 291 beds not available to children.

**Shelter, Housing and Service Delivery System Gaps**

**Shelter Gap**

There is an estimated need for 476 additional shelter beds based on the 2022 PIT count. The PIT count found that there were 145 persons in emergency shelter in the City but 476 unsheltered persons in a variety of situations, including on the street, in tents or makeshift shelters, or in cars, vans or RVs/campers.

The 2022 PIT count does not define, how many were individuals, in family units, or children.

**Tenant-based Rental Assistance Gap**

There is an estimated gap of 7,845 tenant-based rental assistance vouchers for households with income at or below 50% AMI and paying more than 50% of household income for rent, including utilities.

Tenant-based Rental Assistance Gap	
Renter Households with Income at or below 50% AMI paying more than 50% of income for rent, including utilities	7,845
TBRA vouchers available	0
<i>TBRA gap</i>	<i>7,845</i>

## Affordable Supportive Rental Housing Gap

There is an estimated gap of 5,425 rental units affordable to renter households with income at or below 30% AMI and an estimated gap of 2,480 rental units affordable to renter households with income more than 30% and equal to or less than 50% AMI.

The number of Affordable Rental Units was calculated using HUD CHAS Data Table 7 and is equal to the number of renter households' income category paying more than 50% of household income for rent, including utilities.

Affordable Rental Unit Gap	
Renter Households with Income at or below 30% AMI paying more than 50% of income for rent, including utilities	6,085
Renter Households with Income 30% to 50% AMI paying more than 50% of income for rent, including utilities	1,760
<i>Total Affordable Rental Unit Need</i>	<i>7,845</i>

## Permanent Supportive Rental Housing Gap

Permanent supportive rental housing is a subset of the affordable rental housing gap, primarily for households with income at or below 30% AMI. In addition to affordable rent, permanent supportive housing provides an array of services necessary to help people with disabilities and/or experiencing chronic homelessness to retain housing stability. There is an estimated gap of 530 permanent supportive housing units in the City.

The number of Permanent Supportive Rental Housing Units needed was calculated by multiplying the current population of the City, according to the California Census 2020, by the per capita need (.003182) in California as calculated by the Corporation for Supportive Housing.

Permanent Supportive Housing Gap	
Population of Lancaster Census 2020	173,516
Per capita estimate of permanent supportive housing need	.003183
Estimated need for Permanent Supportive Housing	552
Permanent Supportive Housing Units Available	22
<i>Total Permanent Supportive Housing Gap</i>	<i>530</i>

## Service Delivery System Gaps

To identify gaps in the service delivery system, the City relied on its consultation with stakeholders and experience working with the organizations working in the City. The stakeholders believe that the most critical service gaps are in the areas of job training and employment services, housing search and housing counseling services, childcare, mental health services, outreach services, and case management. The stakeholders also believed there was a need for assistance with general administrative costs and building capacity among the service providers serving the City's qualifying populations.

## Characteristics of Housing Associated with Increased Risk of Homelessness for Other Populations

For other populations, severe housing cost burden, or paying more than 50% of household income for rent and utilities is the primary characteristic of housing associated with the risk of homelessness in the City. The HUD CHAS Data Table 7 indicates there are 7,845 household at or below 50% AMI who are spending more than 50% of the household income on rent and utilities.

## Priority Needs for Qualifying Populations

**Homeless.** An article on the website [policyadvice.net](https://policyadvice.net), *The State of Homelessness in the US-2022*, uses PBS as a source for the following statistics:

- 25% of homeless people have a mental illness
- 38% have an alcohol abuse issue
- 26% have a drug abuse issue

That information, and other research, indicates that there is a need for mental health services and substance abuse services for the homeless in the Consortium. Participants in the consultation process believed that homelessness was best served by the development of additional shelter beds, affordable housing, and TBRA assistance for housing. The priority needs for supportive services included housing search, mental health services, financial assistance, and case management.

**At risk of homelessness.** One of the indicators of risk of homelessness is housing cost burden. According to the National Alliance to End Homelessness, in their *State of Homelessness: 2021 Edition*, households experiencing a severe housing cost burden and households "doubling up" or sharing housing are both at a greater risk of homelessness than they were in 2007. They used numbers from 2019, before the COVID-19 pandemic and



project that reduced work hours and elevated unemployment will have increased those at risk.

Participants in the consultation process believed those at risk of homelessness in the Consortium would benefit from additional affordable housing, TBRA assistance for housing, and supportive services offering housing counseling, fair housing, credit repair services, and eviction defense.

**Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking or human trafficking.** The National Resource Center on Domestic Violence reports that domestic violence is frequently an immediate cause or precursor to homelessness and housing instability and that more than a third of domestic violence survivors report becoming homeless immediately after separating from their partners. The national Institute of Justice reports that one homeless woman in four is homeless mainly because of her experiences with violence. That violence can include categories of domestic violence, dating violence, sexual assault, stalking or human trafficking.

Participants in the consultation process believed those dealing with fleeing unsafe relationships or living situations, would benefit from supportive services offering housing counseling, mental health services, fair housing, case management services affordable housing and TBRA assistance.

**Housing instability and homelessness prevention.** Housing instability encompasses a number of challenges, such as having trouble paying rent, overcrowding, moving frequently, staying with friends or family, or rent burden. Those populations affected by housing instability can include children and people who have spent time in prison. According to the US Department of Health and Human Services, those affected by housing instability may live in substandard housing subjecting them to health and safety risks, live in overcrowded units, or forced moves that may result in homelessness.

Participants in the consultation process believed that housing instability, often caused by rent burden, and preventing homelessness was best addressed with affordable rental housing, TBRA assistance, non-congregate shelter, and supportive services including job training and employment services, housing search and housing counseling services, childcare, mental health services, outreach services, and case management.

# HOME-ARP Activities

The City will solicit applications from developers, service providers, and/or nonprofits to administer eligible activities and/or develop shelter and housing. A Notice of Funds Available (NOFA) will be issued. The NOFA will, at a minimum, specify eligible activities, eligible applicants, minimum and maximum funding amounts, application thresholds, and will provide instructions on how to submit a proposal. The City will not directly administer HOME-ARP activities beyond program administration and planning and no developers, service providers, and/or nonprofits are responsible for program administration and planning on behalf of the City.

## Uses of HOME-ARP Funding

Activity	Funding Amount	Percent of Allocation	Statutory Limit
Non-congregate Shelter			
Affordable Rental Housing	\$2,082,945	85%	
Tenant-based Rental Assistance			
Supportive Services			
Nonprofit Operating Assistance			5%
Nonprofit Capacity Building			5%
Administration and Planning	\$367,579	15%	15%
<b>Total HOME-ARP Allocation</b>	<b>\$2,450,524</b>		

## Rationale for Uses of HOME-ARP Funding

There is need for additional projects, programs and services in all the eligible activity areas and serving the qualifying populations as evidenced by the consultation process and the needs assessment and gap analysis undertaken in the preparation of this allocation plan.

In the early 2000s, the Lancaster Redevelopment Agency (“Agency”) began purchasing numerous properties in the core of the City using low- and moderate-income housing funds. Post redevelopment dissolution, the Lancaster Housing Authority (“Authority”) began the process of revitalization of some of these properties by demolishing dilapidated buildings, clearing the land, and preparing sites for affordable housing.

Within the past few years, the Authority has been soliciting request for proposals (RFP) from qualified firms or individuals to acquire and develop affordable housing on Authority owned land. By the end of this year, the Authority will solicit additional RFPs for the acquisition and development of affordable housing on approximately 40 acres covering several Authority owned sites.

Coinciding with the Authority's efforts, the City has determined that the highest and best use for this allocation, for the greatest impact in the lives of individuals and families, is to allocate 85% of the funds for the construction of affordable housing towards one of the Authority owned sites.

## **HOME-ARP Housing Production Goals**

The City of Lancaster will provide financial assistance for the construction of up to 12 affordable rental units utilizing HOME-ARP funds. The units will be available in a range of income levels ranging from 30% AMI to 80% AMI.

## **Preferences**

The City of Lancaster will not provide preferences to any population or subpopulation.

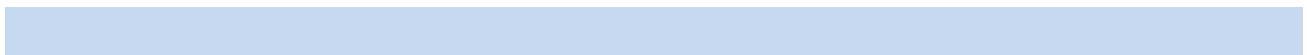
## **HOME-ARP Refinancing Guidelines**

The City of Lancaster does not plan to use HOME-ARP funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds. Therefore, refinancing guidelines pursuant to 24 CFR 92.206(b) are not applicable to this HOME-ARP Allocation Plan.



# **APPENDIX A**

## **Citizen Participation**





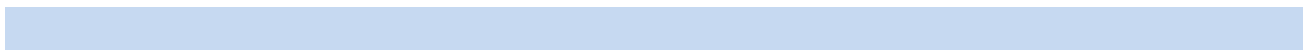
## **Summary of Citizen Participation Comments**

Allocation Plan Public Review and Comment Period: November 15 to December 13, 2022

A summary of comments and recommendation received during the public comment period will be included prior to the submission of this Allocation Plan to HUD.

Public Hearing before City Council: December 13, 2022

A summary of comments and recommendation received at the public hearing will be included prior to the submission of this Allocation Plan to HUD.





**APPENDIX B**  
**SF-424 Grant Applications**  
**SF-424B Assurance**  
**SF-424D Assurance**  
**Allocation Plan Certifications**

**STAFF REPORT**  
**City of Lancaster**

PH 4
1/10/2023
JC

Date: January 10, 2023

To: Mayor Parris and City Council Members

From: Andrea Alexander, City Clerk

Subject: Amendment to Title 17 of the Lancaster Municipal Code relating to the Regulation of Collection/Donation Bins

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**Recommendation:**

1. Introduce Ordinance No. \_\_\_\_\_, amending Title 17 of the Lancaster Municipal Code by amending Chapter 17.12 (Commercial Zones), and by adding a new Chapter 17.45, relating to the regulation of collection/donation bins.
2. Find that the California Environmental Quality Act does not apply to this item.

**Fiscal Impact:**

There may be minimal fiscal impact as a result of the enforcement of the ordinance, however, some of the enforcement costs may be recovered through the nuisance abatement process.

**Background:**

Donation bins, or collection bins, are generally intended for people to give or donate unwanted personal property such as clothing, shoes, books and small miscellaneous household items. However, many bins are not regularly maintained or monitored. Unattended bins are a magnet for graffiti and illegal dumping around the bin area, provide a harborage for vermin, and create a visual blight, a detriment to the community, and a hazard to public health and safety.

Worse, unregulated bins often end up encroaching on public-right-of-way, including alleys and driveways, which poses a serious hazard to pedestrian and vehicular safety.

Staff has drafted an ordinance that will establish content-neutral and narrowly tailored regulations and operating standards for the safe and sanitary operation of collection bins on private property. The regulations apply to all donation/collection bins, regardless of whether they are owned by a charitable organization or a for-profit entity.

The proposed ordinance would provide that collection bins may be present on commercially zoned property on which at least one currently licensed business is operating. A Development

Services Director's review and approval is required prior to placing a bin on private property. A person who currently has a collection bin on their property must either obtain Director's review and approval or remove the bin from the premises within 60 days from the effective date of the ordinance.

The ordinance establishes location and distance requirements, to ensure that bins will not encroach on public rights-of-way or impede pedestrian and vehicle access onto the property and into the business on the premises. It also establishes minimum maintenance requirements, including regular collection of donated items from the bin, and the timely removal of graffiti, junk, trash and discarded items around the bin area.

In accordance with state law, the ordinance provides that a collection bin that does not fully comply with the ordinance constitutes a public nuisance subject to abatement. It further expressly establishes that a bin that has encroached into the public right-of-way constitutes an imminent and significant public safety hazard to pedestrians and vehicles which may be summarily abated by City personnel in accordance with the emergency abatement provisions set forth in the Municipal Code.

**Attachment:**  
Ordinance No. \_\_\_\_\_



ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER AMENDING CHAPTER 17.12 (COMMERCIAL ZONES) OF THE LANCASTER MUNICIPAL CODE BY AMENDING SECTION 17.12.050 (ACCESSORY USES) TO ADD SUBSECTION (J), AND ADDING CHAPTER 17.45, RELATING TO COLLECTION BINS

WHEREAS, the City Council of the City of Lancaster finds and declares that the unregulated presence of collection bins, sometimes called donation bins, on private property often leads to bins encroaching on public rights-of-way, posing a hazard to vehicular and pedestrian safety, and

WHEREAS, the City Council further finds and declares that many collection bins located in the City are not maintained or monitored regularly, which results in the overflow of donations and the illegal dumping of junk and trash, that such bins are a magnet for graffiti and further create a harborage for vermin and pests, posing a hazard to public health and safety, creating a visual blight and a detriment to the community, causing harm to the general welfare of the citizens of the City, and

WHEREAS, in accordance with the California Welfare & Institutions Code Section 152 (relating to unattended collection boxes), the City Council finds and declares that an improperly located and/or maintained collection bin constitutes a public nuisance subject to abatement, and

WHEREAS, the City Council believes that an effective way to reduce the number of unmaintained, unsightly, and potentially hazardous collection bins in the City of Lancaster is to adopt reasonable time, place and manner regulations and operating standards for owners or tenants of privately owned commercial property who desire to place a collection bin on their premises;

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

SECTION 1. The City Council of the City of Lancaster hereby finds and determines that the above recitals are true and correct.

SECTION 2: Lancaster Municipal Code Chapter 17.12, Section 17.12.050 (Commercial zones, accessory uses) is hereby amended by adding subsection (J), as follows:

§17.12.050 (J) Collection bins, subject to the approval process and operating requirements set forth in Chapter 17.45 of this Code.

SECTION 3. Lancaster Municipal Code Title 17 is hereby amended by adding Chapter 17.45, as set forth in Attachment A attached hereto.

SECTION 4. That the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

I, Andrea Alexander, City Clerk 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 \_\_\_\_\_, 2023, and placed upon its second reading and adoption at a regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2023 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. \_\_\_\_\_, 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 17.45 Collection Bins**

#### **17.45.010 Title.**

This Chapter shall be known as the City of Lancaster's Collection Bins ordinance.

#### **17.45.020 Findings and declaration.**

The City Council finds and declares as follows:

A. The unregulated presence of collection bins, sometimes called donation bins, on private property often leads to bins encroaching on public rights-of-way, which poses a significant hazard to vehicular and pedestrian safety.

B. Additionally, many collection bins are not regularly maintained or monitored, which results in donated items overflowing out of the bins, creating a visual blight and providing a harborage for vermin. The presence of overflowing bins and/or a proliferation of bins in a concentrated area can create the appearance of an informal dumping area and attract unintended items such as couches, appliances, and electronics. Unattended and unmaintained bins are frequently targets for graffiti and other vandalism, which further leads to blight.

C. It is the purpose and intent of the City Council to protect public health, safety and general welfare by establishing narrowly tailored and reasonable time, place and manner regulations to ensure the proper, safe and sanitary location and maintenance of collection bins in the City.

#### **17.45.030 Definitions.**

As used in this Chapter, the following words and phrases have the meanings set forth below:

“City Manager” means the City Manager of the City of Lancaster, or his or her designee.

“Code” means the Lancaster Municipal Code.

“Collection bin” or “bin” means an unattended box, receptacle or similar device used for soliciting and collecting donations of salvageable personal property, whether for charitable purposes by a non-profit organization or for profit by a for-profit entity.

“Person” as used in this Chapter, means and includes any individual, partnership of any kind, corporation, limited liability company, association, joint venture or other organization or entity, however formed, as well as trustees, heirs, executors, administrators, or assigns, or any combination of such persons. “Person” also includes any public entity or agency that acts as an owner in the City.

“Responsible person” means any person, whether as an owner or tenant/lessee of private property or otherwise, that allows, causes, creates, maintains, or permits a nuisance collection bin to exist on or adjacent to their premises, by any act or the omission of any act or duty. The actions or inactions of a responsible person's agent, employee, representative or property manager may be attributed to that responsible person.

“Salvageable personal property” means new or used items such as clothing, shoes, books, and miscellaneous household items.

#### **17.45.040 Director’s review and approval required.**

It is unlawful for any person to store, maintain, or allow a collection bin without having first obtained a director’s review and approval. A person must have an approval in good standing at all times a collection bin is on a person’s premises.

#### **17.45.050 Application for director’s review; Denial, revocation, conditioning; Obtaining approval for bins currently on property.**

A. A person seeking to store, maintain or allow a collection bin on his/her property shall submit an application for a director’s review in accordance with the provisions set forth in Chapter 17.32, Article VI of this Code.

B. The application review and approval, denial, conditioning, suspension and/or revocation processes, and all administrative remedies, shall be in accordance with Chapter 17.32. An approval is also subject to modification or denial if the information submitted pursuant to Subsection C of this Section is incomplete or does not reflect that the placement or maintenance of the collection bin will comply with the standards set forth in this Chapter. Further, an approval may be denied or revoked in the event of any of the following conditions:

- 1) The property has contained graffiti within six months prior to the application submittal that has not been timely removed in accordance with this Code;
- 2) The property has had conditions or uses in violation of the Lancaster Municipal Code within six months prior to the application submittal which were not timely corrected or abated in accordance with a notice of violation, administrative citation, or compliance letter;
- 3) The applicant has been found to be in violation of the requirements of this Chapter within one year of the application submittal.

C. In addition to the requirements set forth in Chapter 17.32, Article VI, the applicant shall also submit the following information/documentation, which is subject to the approval, modification and/or denial of the City Manager:

- 1) The collection bin operator's contact information, including name, address, email, website (if available), and telephone number.

- 2) If the operator holds itself out as a non-profit organization, a statement that it meets the definition of nonprofit organization in Section 501(c)(3) of the United States Internal Revenue Code or Section 150(c) of the California Welfare and Institutions Code.
  - 3) If the operator holds itself out as a for-profit organization, a statement that it holds a valid Certificate of Good Standing issued by the California Secretary of State.
  - 4) If the operator and the owner of the lot on which the collection bin will be located are the same person or entity, written acknowledgment that the operator understands that they are liable for violations of this subdivision. If the operator and the owner of the lot on which the collection bin will be located are different persons or entities, written acknowledgment signed by both parties that both understand that they are jointly and severally liable for violations of this subdivision.
  - 5) A site plan identifying the following:
    - i. Boundaries of the parcel on which the bin will be located;
    - ii. Location of all structures on the parcel;
    - iii. Proposed bin location;
    - iv. Distance from the proposed bin location to the lot lines and the nearest structures on the parcel;
    - v. Locations and dimensions of all existing and proposed driveways, landscaped areas, easements, and parking space on the parcel.
  - 6) Diagram and/or description of the bin including the height, width, depth, and general appearance of the bin, and the materials of which the bin is fabricated.
  - 7) Diagram and/or description of the proposed locking mechanism.
  - 8) Description of the maintenance plan, including the pick-up schedule to be not less than weekly, and graffiti, litter and trash removal on and around the collection bin;
  - 9) Any other information regarding time, place and manner of the collection bin's operation, placement, and maintenance that the City Manager deems reasonably necessary to evaluate the proposal's consistency with the requirements of this Chapter.
- D. A person on whose property a collection bin is already located as of the effective date of this ordinance shall legalize the bin by applying for and obtaining director's review and approval as set forth in this Section, or shall remove the bin from the premises, within sixty (60) calendar days from the effective date of this ordinance.

**17.45.060 Location, distance requirements of collection bins.**

- A. Collection bins are permissible only Commercially zoned property on which at least one currently licensed business is operating.
- B. No collection bin shall be located within the following distances:
  - 1) 20 feet of any public right-of-way;
  - 2) 10 feet of any lot line adjoining another lot;
  - 3) 100 feet of a residentially zoned parcel.
- C. No collection bin shall be located on or within the following:
  - 1) The public right-of-way, including alleys and sidewalks;
  - 2) Any area designated for landscaping.
- D. No collection bin shall be located in, or block or impede access to any of the following:
  - 1) Required parking or driveway areas;
  - 2) Pedestrian routes;
  - 3) Emergency vehicle routes;
  - 4) Building ingress and egress;
  - 5) Required accessibility routes;
  - 6) Required easements;
  - 7) Trash enclosure areas or access to trash bins or trash enclosures;
  - 8) Any place that would impede the functioning of exhaust, ventilation or fire extinguishing systems.
- E. No more than one collection bin shall be located on any lot.

**17.45.070 Physical Attributes.**

- A. Collection bins shall be fabricated of durable and waterproof materials.
- B. Bins shall be placed on a paved, non-sloping surface.
- C. Bins shall have a tamper-resistant locking mechanism.
- D. Bins shall not exceed dimensions of 80 inches in height, 50 inches in depth, and 60 inches in width.
- E. Collection bins shall be provided a light source to provide illumination between sunset and sunrise.
- F. Bins shall have the following information conspicuously displayed in at least two-inch type visible from the front of the collection bin:
  - 1) Bin operator's name, 24-hour telephone number, and address of the lot on which the bin is licensed to be located;
  - 2) A statement that no material shall be left outside the collection bin;

- 3) A statement that either reads “this collection bin is owned and operated by a for-profit organization” and that clearly describes the charitable cause that will benefit from the donations, or “this collection bin is owned and operated by a nonprofit organization” and that clearly states “this donation is not tax deductible.”

**17.45.080 Operational and maintenance standards.**

- A. Collection bins shall be maintained in good working order, and free from graffiti, removed or damaged requisite signs and notifications, peeling paint, rust, and broken collection operating mechanisms.
- B. No overflow collection items, litter, debris or dumped materials shall be allowed to accumulate within twenty feet of any collection bin.
- C. Collection bins shall be serviced not less than weekly. Servicing includes removal of the collected items, maintenance of the bin, and abatement of any graffiti, litter or other nuisance conditions in, on or around the collection bin.
- D. The operator shall maintain an active email address and a telephone with 24-hour recording capability for the public to register complaints.
- E. Any conditions that are in violation of this Chapter must be abated or corrected within 48 hours of being reported to bin operator and/or property owner.

**17.45.090 Violation; public nuisance; penalty; administrative citations.**

- A. The City Council finds and declares that it is unlawful for any responsible person, as defined in this Chapter, to allow, cause, create, suffer or permit the presence of a collection bin on or around his or her property in a location or manner that is in violation of this Chapter.
- B. The City Council finds and declares that a collection bin that does not fully comply with this Chapter constitutes a public nuisance subject to abatement.
- C. Any person violating the provisions of this Chapter is subject to the penalty provisions set forth in Chapter 1.12.
- D. A responsible person violating the provisions of this Chapter may additionally be issued an administrative citation in accordance with the provisions set forth in Chapter 1.16.

**17.45.100 Abatement; emergency abatement of an imminently hazardous collection bin.**

- A. The City Manager may cause a nuisance collection bin to be abated, in accordance with the procedures set forth in Chapter 8.28 of this Code.
- B. The City Council finds and declares that a collection bin that has encroached into the public right-of-way, including alleys and sidewalks, constitutes a significant hazard to pedestrians and vehicles and therefore is deemed an imminent public safety hazard. The City

Manager is authorized to utilize the procedures set forth in section 8.28.170 of this Code for the emergency abatement of such a bin.

**17.45.110 Remedies not exclusive.**

A. Any administrative citation pursuant to this Chapter shall not prejudice or adversely affect any other civil, administrative or criminal action that may be brought to abate a nuisance collection bin or to seek compensation for damages suffered. A criminal or civil action may be brought concurrently with any other process regarding the same violation.

B. A nuisance collection bin may be abated through the revocation or suspension of the director's review approval, in accordance with the provisions set forth in Chapter 17.32, Article VIII of this Code.

**17.45.120 Severability.**

If any section, subsection, paragraph, sentence, clause or phrase of this Chapter is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council declares that it would have adopted this Chapter, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.