



Regular Meeting of the Board of Directors

Tuesday, April 28, 2026

10:00 a.m.

Antelope Valley Transit Authority Community Room
42210 6th Street West, Lancaster, California
www.avta.com

AGENDA

For record-keeping purposes and in case staff needs to contact you, we request that the speaker card located at the Community Room entrance be completed and deposited with the AVTA Clerk of the Board. This will then become public information. Please note that you do not have to complete this form or state your name. A three-minute time limit will apply to all speakers except staff members.

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please contact the Clerk of the Board at (661) 729-2232 at least 72 hours prior to the scheduled Board of Directors meeting. All accommodation requests will be handled swiftly and resolving all doubts in favor of access.

Translation services for Limited English Proficiency (LEP) persons are also available by contacting the Clerk of the Board at least 72 hours prior to the meeting.

Please turn off or set to vibrate cell phones, pagers, and other electronic devices for the duration of this meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL:

Chairman Marvin Crist, Vice Chair Dianne Knippel, Director Eric Ohlsen, Director Richard Loa, Director Raj Malhi, Director Michelle Royal

APPROVAL OF AGENDA

PUBLIC BUSINESS – AGENDIZED AND NON-AGENDIZED ITEMS:

If you would like to address the Board on any agendized or non-agendized items, you may present your comments now. For record-keeping purposes and so that staff may contact you if needed, we request that a speaker card, located in the Community Room lobby, be completed and provided to the Clerk of the Board. This will then become public information. Please note that you do not have to complete this form or state your name to speak.

State law generally prohibits the Board of Directors from acting on or discussing non-agenda items; therefore, your matter will be referred to the authority's Executive Director/CEO for follow-up. A three-minute time limit will apply to all speakers other than staff members.

SPECIAL REPORTS, PRESENTATIONS, AND REQUESTS FOR DIRECTION (SRP): During this portion of the meeting, staff will present information not generally covered under regular meeting items. This information may include, but is not limited to, budget presentations, staff conference presentations, or information from outside sources related to the transit industry. **Staff will seek directions as is necessary from the Board with regard to the following item(s).**

- SRP 1 LEGISLATIVE REPORT FROM SENATOR SUZETTE VALLADARES' OFFICE – THOMAS MORENO
- SRP 2 LEGISLATIVE REPORT FROM ASSEMBLYMEMBER TOM LACKEY'S OFFICE – ANNA ZARLEY
- SRP 3 PRESENTATION TO MV TRANSPORTATION OPERATOR OF THE MONTH FOR MARCH 2026 – GENIE MAXIE
- SRP 4 PRESENTATION TO AV TRANSPORTATION SERVICES (AVTS) OPERATOR OF THE MONTH FOR MARCH 2026 – AMALIA RODRIGUEZ
- SRP 5 AVTS DIAL-A-RIDE AND MICROTRANSIT KEY PERFORMANCE INDICATORS (KPI) REPORT FOR MARCH 2026 – ART MINASYAN
- SRP 6 LEGISLATIVE REPORT UPDATE FOR APRIL 2026 – JUDY VACCARO-FRY
- SRP 7 MAINTENANCE KPI REPORT FOR MARCH 2026 – JOSEPH SANCHEZ
- SRP 8 OPERATIONS KPI REPORT FOR MARCH 2026 – JOSEPH MORIARTY

CONSENT CALENDAR (CC): Consent items may be received and filed and/or approved by the Board in a single motion. If any member of the Executive Board wishes to discuss a consent item, please request that the item be pulled for further discussion and potential action.

CC 1 BOARD OF DIRECTORS MEETING MINUTES OF MARCH 24, 2026, – DEEANNA CASON

Recommendation: Approve the Board of Directors Regular Meeting Minutes of March 24, 2026.

CC 2 FINANCIAL REPORT FOR MARCH - VIANNEY MCLAUGHLIN

Recommendation: Receive and file the Financial Report for March 2026.

CC 3 FISCAL YEAR 2025/2026 (FY 2026) LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MONTHLY REPORT FOR MARCH 2026 – DEEANNA CASON

Recommendation: Receive and file the FY 2025/2026 (FY 2026) Los Angeles County Sheriff's Department Monthly Report for March 2026.

CC 4 MARKETING AND COMMUNICATIONS LOG – JAMES ROYAL

Recommendation: Receive and file the Marketing and Communications Log for (March 12 through April 8, 2026).

CC 5 AMEND THE AGENCY'S CLASSIFICATION AND SALARY SCHEDULE – AMBER JOHNSON

Recommendation: Approve the amendment of the Agency's Classification and Salary Schedule to reclassify the Clerk of the Board position to the Clerk of the Board/Executive Assistant position and reclassify the Contracts/DBE Administrator position to Contracts/DBE and Records Management Administrator.

NEW BUSINESS (NB):

NB 1 ELECTION OF BOARD OFFICERS FOR FISCAL YEAR 2026/2027 (FY 2027) – DEEANNA CASON

Recommendation: Nominate and elect a Chair and Vice Chair for FY 2027.

NB 2 AUTHORIZATION FOR LAND PURCHASE FROM CITY OF LANCASTER – MARTIN J. TOMPKINS

Recommendation: Authorize the Executive Director/CEO to enter into a Land Purchase and Sale Agreement with the City of Lancaster as well as execute all related documents. Parcels to be purchased are as follows. Assessor's Parcel Numbers: 3128-013-909, 3128-010-900, 3128-013-910, 3128-013-907, 3128-013-001, 3128-013-911, and 3128-013-908.

NB 3 AUTHORIZATION FOR SOLAR FARM DEVELOPMENT AND ENTRY INTO A POWER PURCHASING AGREEMENT (PPA) – CECIL FOUST

Recommendation: Authorize the Executive Director/CEO to negotiate, execute all related documents, and enter into a Power Purchasing Agreement and solar farm development with Participate Energy in partnership with Lancaster Energy for a period of twenty-five years.

NB 4 FY 2027 PRELIMINARY BUDGET ASSUMPTIONS – JUDY VACCARO-FRY

Recommendation: Approve the FY 2027 Preliminary Budget Assumptions and provide directions to staff regarding fiscal priorities for the final FY 2027 Budget.

NB 5 JURISDICTIONAL CONTRIBUTIONS - CAPITAL – JUDY VACCARO-FRY

Recommendation: That the Board of Directors provide direction regarding the Jurisdictional Contributions for capital replacements.

CLOSED SESSION (CS):

PRESENTATION BY LEGAL COUNSEL OF ITEM(S) TO BE DISCUSSED IN CLOSED SESSION:

CS 1 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(2)
Significant exposure to litigation (two potential cases)

CS 2 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(4)

RECESS TO CLOSED SESSION

RECONVENE TO PUBLIC SESSION

REPORT BY LEGAL COUNSEL OF ACTION TAKEN IN CLOSED SESSION

REPORTS AND ANNOUNCEMENTS (RA):

RA 1 REPORT BY THE EXECUTIVE DIRECTOR/CEO

MISCELLANEOUS BUSINESS – NON-AGENDA BOARD OF DIRECTORS ITEMS:

During this portion of the meeting, Board Members may address non-agenda items by briefly responding to statements or questions posed by the public, asking a question for clarification, making a brief announcement, or making a brief report on their activities. **State law generally prohibits the AVTA Board of Directors from taking action on or discussing items not on the agenda.** Matters will be referred to the Executive Director/CEO for follow-up.

ADJOURNMENT:

Adjourn to the regular meeting of the Board of Directors on May 26, 2026, at 10:00 a.m. in the Antelope Valley Transit Authority Community Room, 42210 6th Street West, Lancaster, CA.

The agenda was posted by 6:00 p.m. on April 24, 2026, at the Antelope Valley Transit Authority entrance, 42210 6th Street West, Lancaster, CA 93534.

Copies of the staff reports and attachments or other written documentation relating to each proposed item of business on the agenda presented for discussion by the Board of Directors are on file in the Office of the Executive Director/CEO. Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the AVTA to the Board of Directors less than 72 hours prior to that meeting are on file in the Office of the Executive Director/CEO. These documents are available for public inspection during regular business hours at the Customer Service window of AVTA, 42210 6th Street West, Lancaster, or by contacting the Clerk of the Board at (661) 729-2232.



FY 2026 MONTHLY OPERATIONS
KEY PERFORMANCE INDICATORS

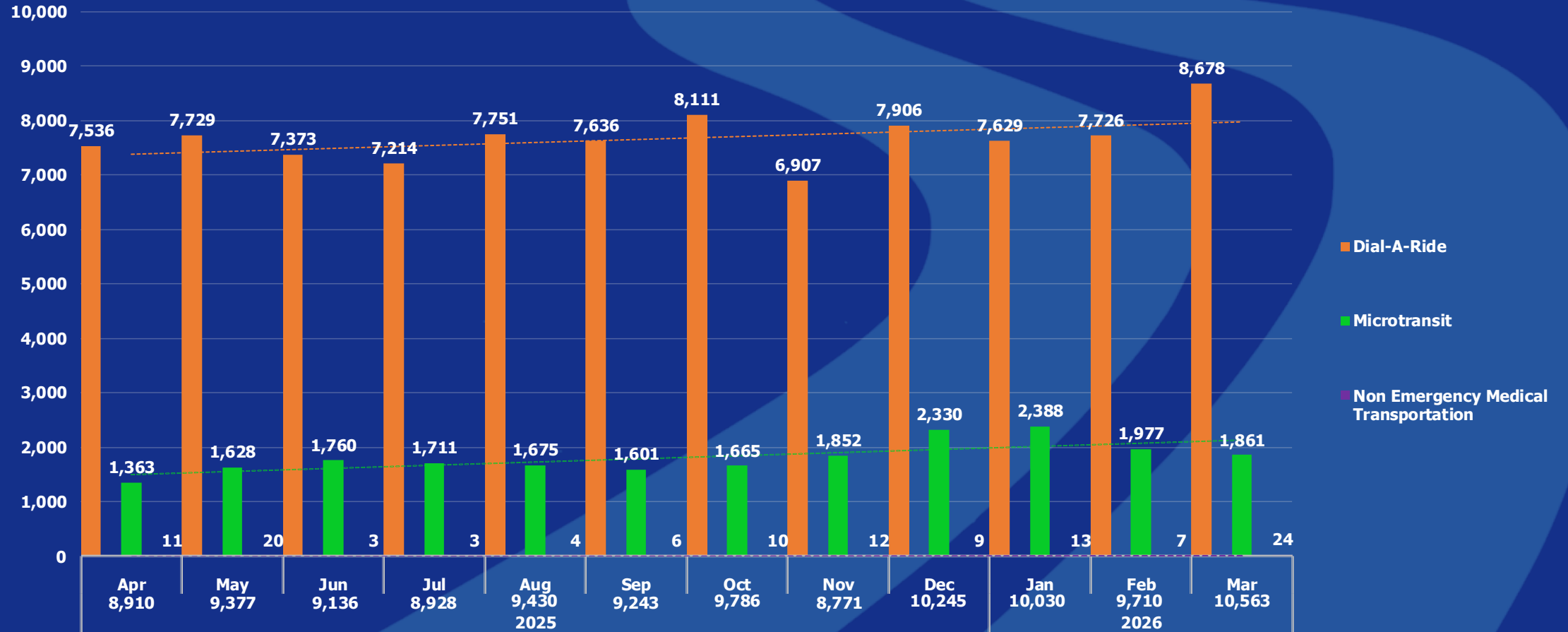
March

PRESENTATION BY ARTZRUN MINASYAN
TO THE AVTA BOARD OF DIRECTORS

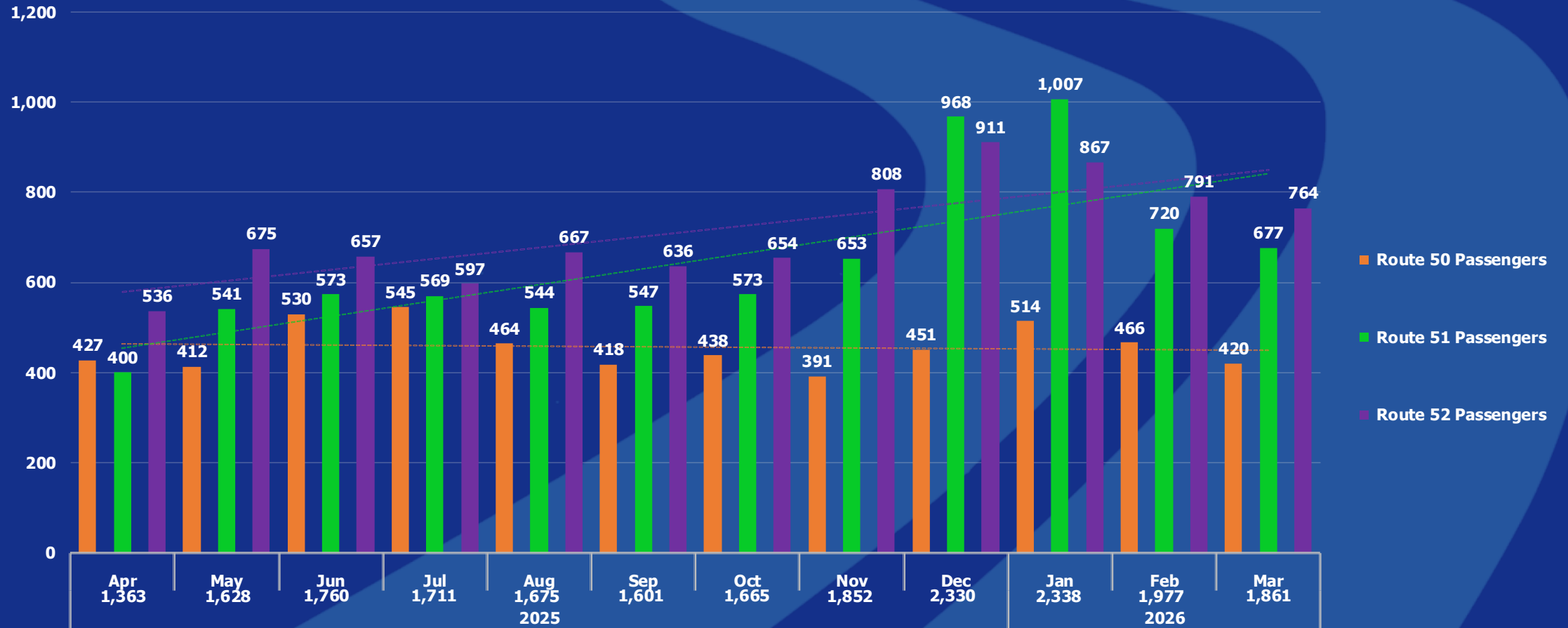


April 28, 2026

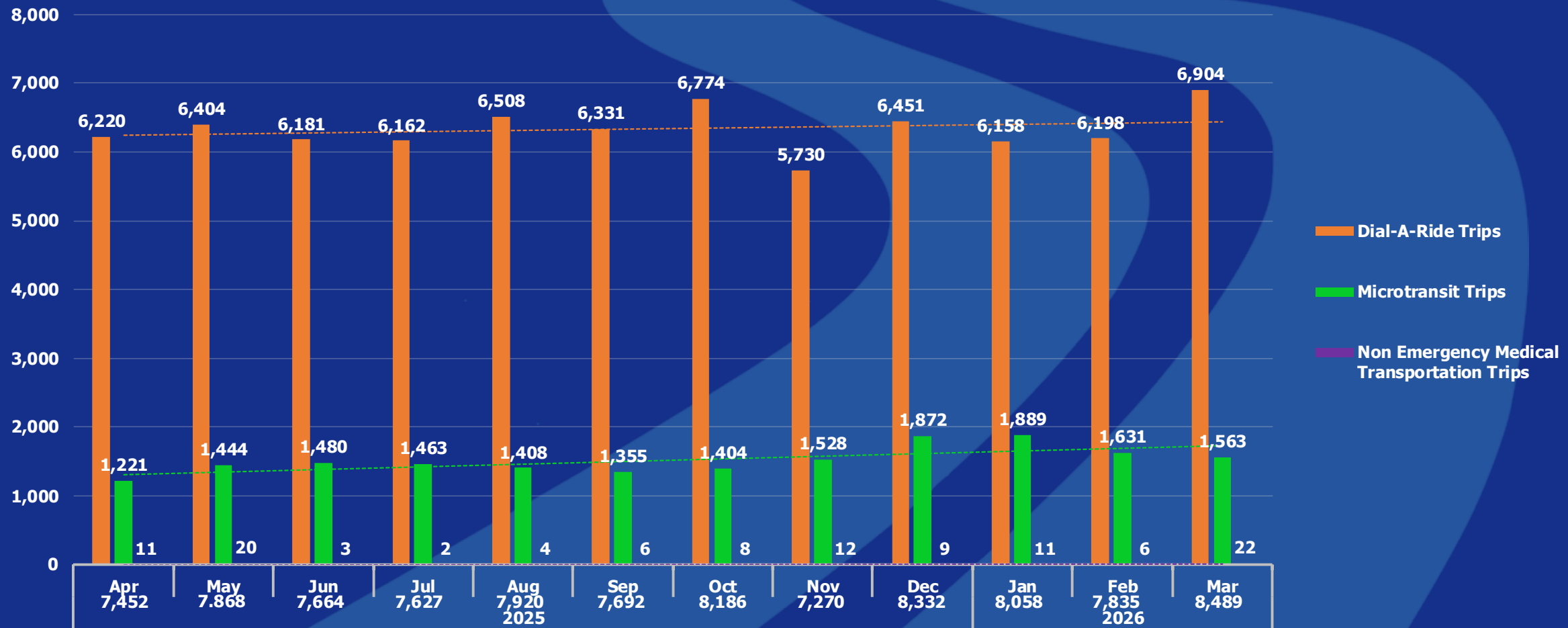
PASSENGER RIDERSHIP



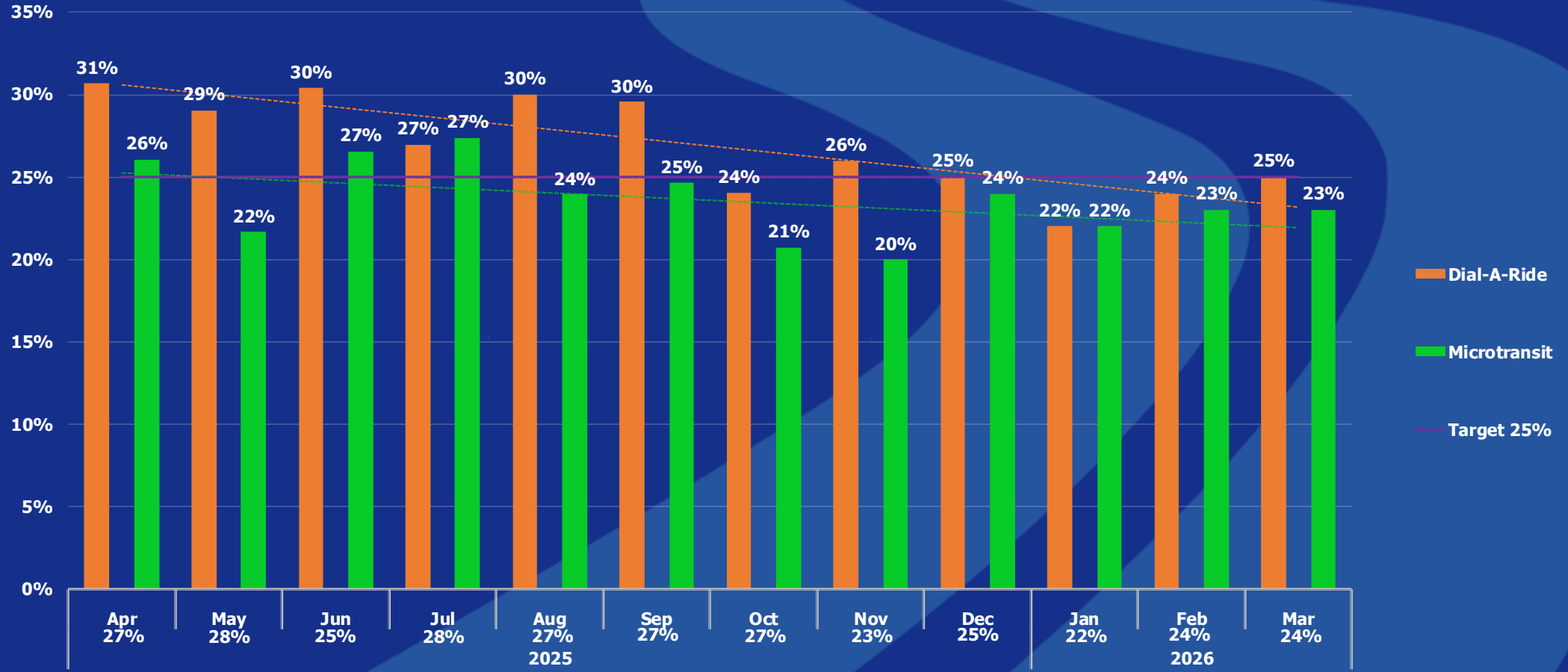
MICROTRANSIT PASSENGERS ROUTES 50, 51, 52



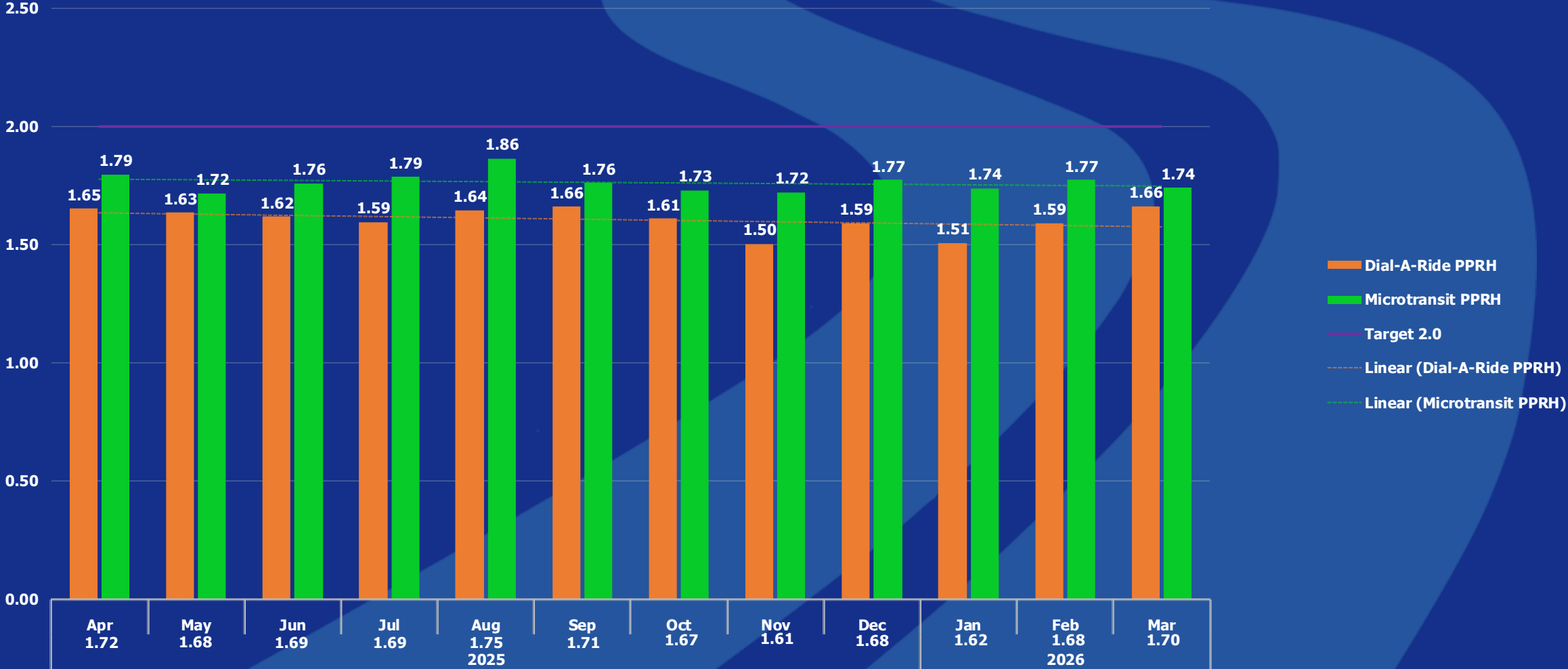
RIDES COMPLETED



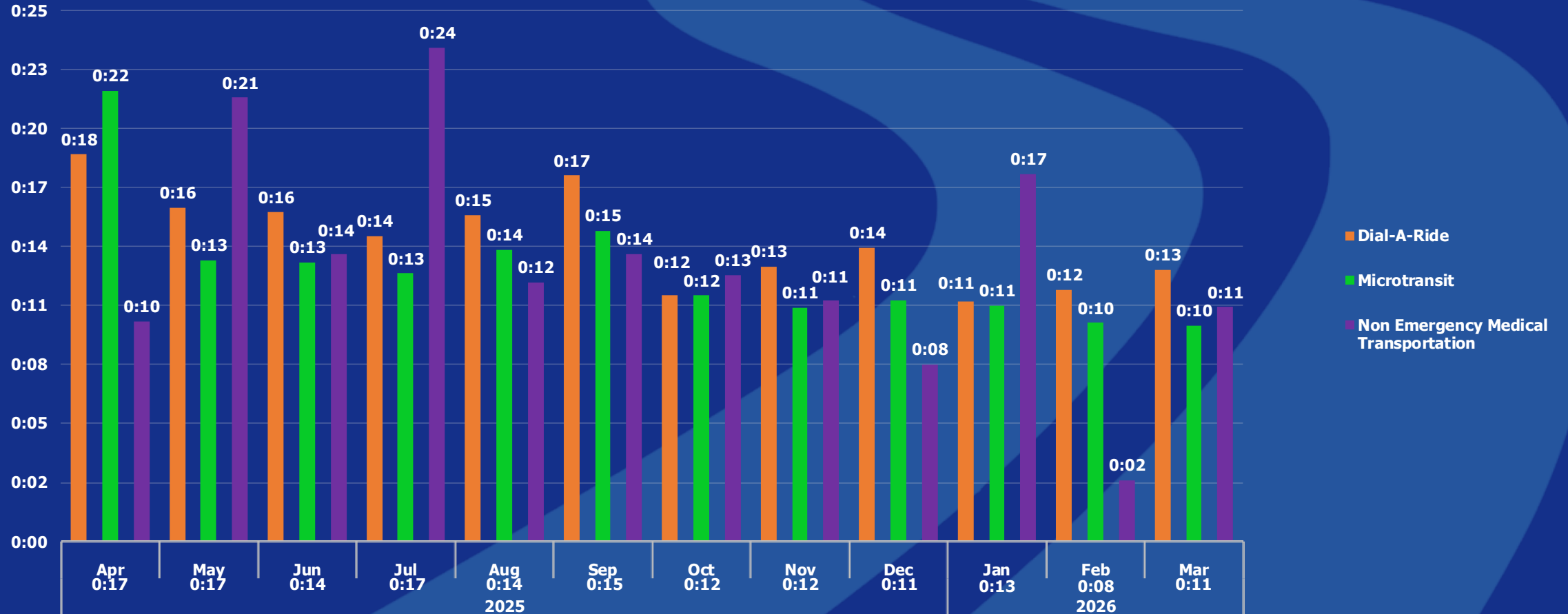
AVERAGE SHARED RIDE PERCENTAGE



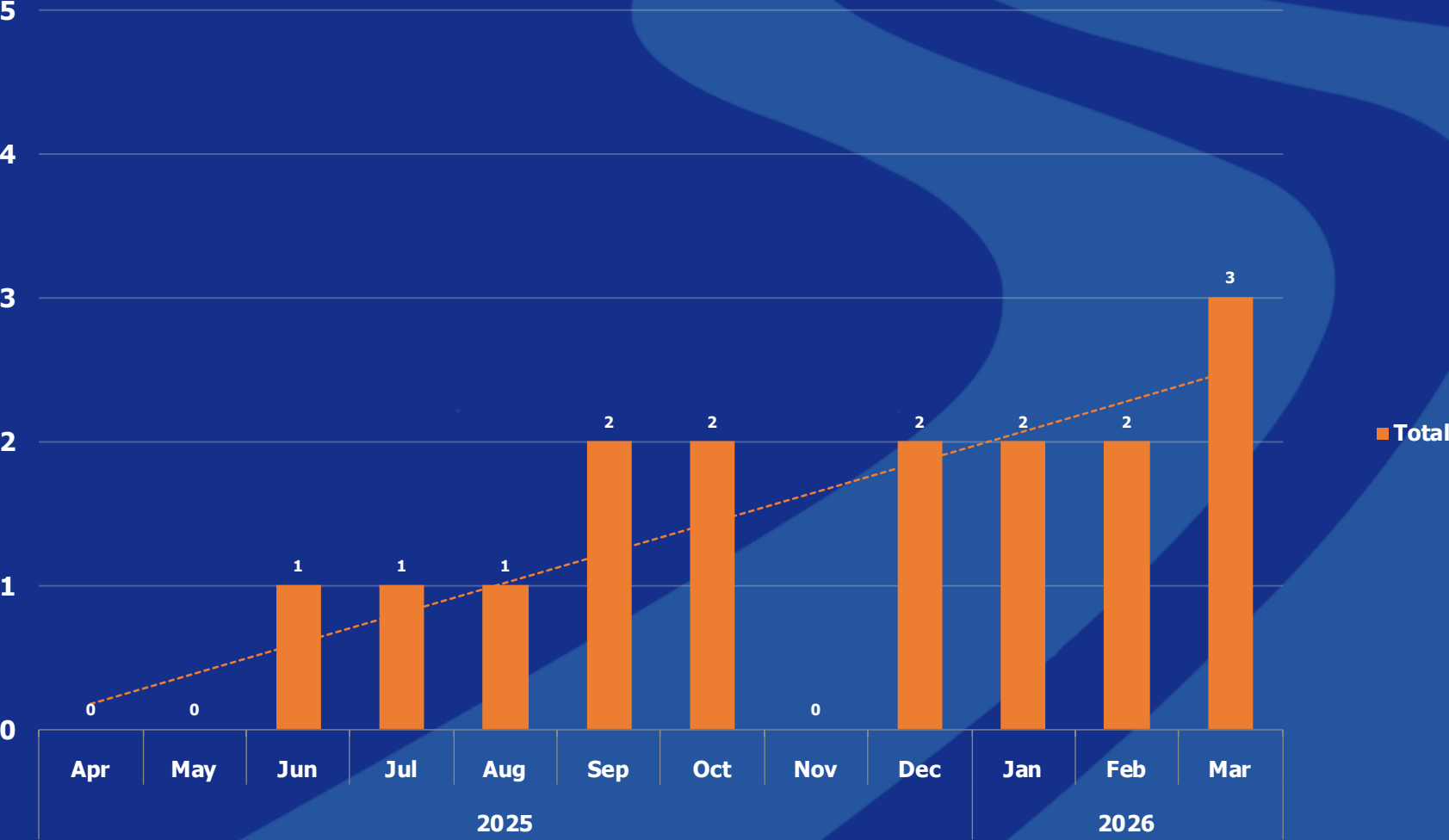
PASSENGERS PER REVENUE HOUR



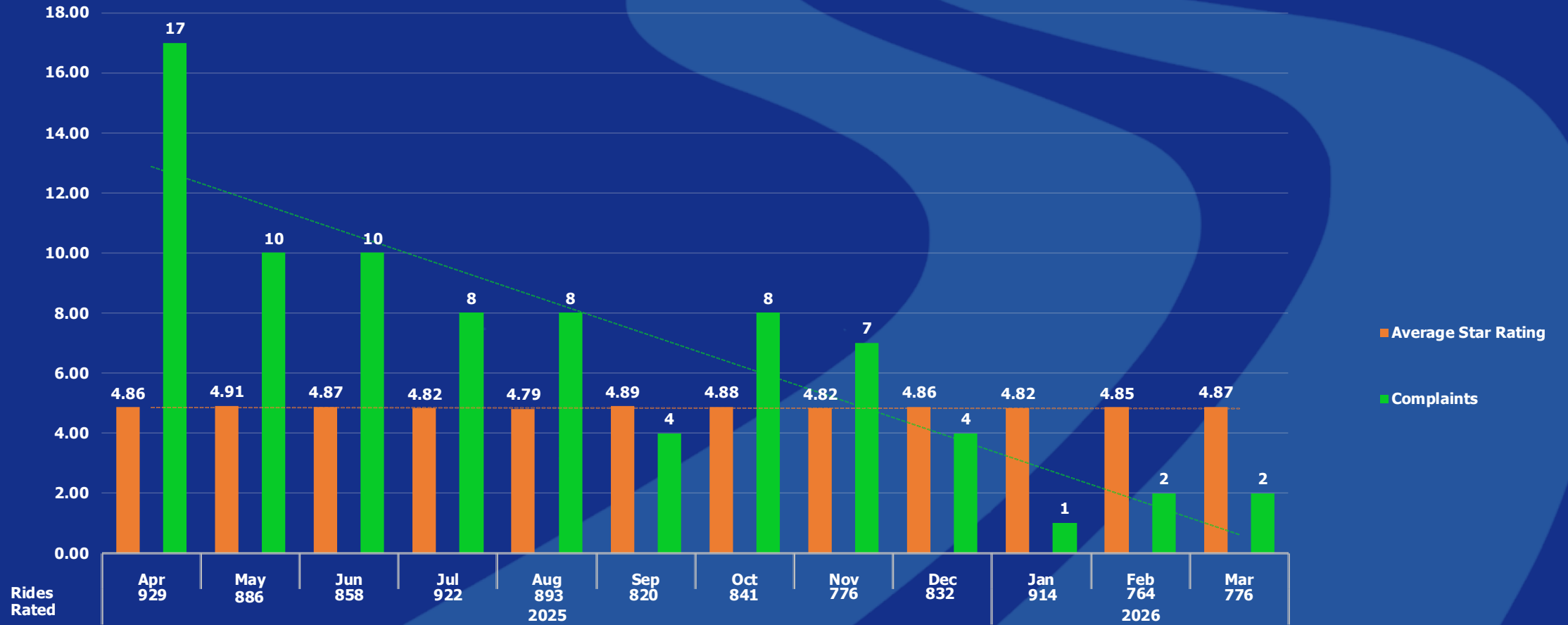
PASSENGER WAIT TIME AVERAGE FROM START OF 30 - MINUTE WINDOW



ACCIDENTS



PASSENGER FEEDBACK



ACCIDENTS AND COMPLAINTS SUMMARY

Accidents

Non-Preventable – 1:

1 – Operator was traveling westbound and the driver of the other vehicle was travelling eastbound on the same road. The driver of the other vehicle turned left without stopping.

Preventable - 2:

1 – Operator was backing into a parking space and made contact with the handicap parking sign.

1 – Operator was reversing in Walmart parking lot and hit a pole

Complaints

Preventable – 2:

1 – Safety Related
1 – No Show Appeal

Non-Preventable - 0



Thank you!



April 28, 2026

LEGISLATIVE UPDATE

Presentation to the Board of Directors
April 28, 2026



STATE



ASSEMBLY BILLS



BILL #	BILL TITLE
AB 314	Affordable Housing and Sustainable Communities Program: project eligibility.
AB 861	Community Colleges: students: public transportation: LA Community College District.
AB 1244	CEQA: Transportation Impact Mitigation
AB 1421	Vehicles: Road Usage Charge Technical Advisory Committee
AB 1599	Public transit: CA Transit Stop Registry
AB 1663	Western Joshua Tree Conservation Act; single-family residence: exemption.
AB 1745	Motor Vehicle Fuel Tax: suspension of tax
AB 1777	Air pollution: indirect sources
AB 1783	Vehicle miles traveled: local tax and state fund prohibition
AB 1808	Western Joshua Tree Conservation Act: industrial projects and commercial projects: single family residences: public works projects
AB 1944	Zero-emission transit buses: axle weight
AB 2059	California Environmental Quality Act: transportation impacts: vehicle miles traveled: mitigation
AB 2184	Cap-and-Invest Program: nature-based climate solutions: funding
AB 2371	Transportation
AB 2552	CEQA - Transportation Impact Mitigation
AB 2560	Climate Action Plan for Transportation Infrastructure: goals
AB 2569	California Environmental Quality Act: natural hazards and adverse environmental conditions
AB 2672	Transportation fuels: gasoline specifications: air pollution.
AB 2722	Motor Vehicle Fuel Tax Law: suspension of tax

SENATE BILLS



<u>BILL #</u>	<u>BILL TITLE</u>
SB 752	Sales and use taxes: exemptions: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: transit buses.
SB 872	Climate change: funding priorities.
SB 445	High-speed rail: third-party agreements, permits, and approvals: regulations.
SB 908	Housing development: transit-oriented development.
SB 1062	Western Joshua Tree Conservation Act: take permit: fees
SB 1064	Heavy-Duty Vehicle Inspection and Maintenance Program: biennial testing.
SB 1087	Transportation planning: sustainable communities strategies: Road Maintenance and Rehabilitation Program: local planning grants
SB 1213	Zero- and near-zero-emission medium- and heavy-duty vehicles: incentives: transparency
SB 1411	Greenhouse Gas Reduction Fund: funding conditions: high-speed rail
SB 1423	Transportation
SB 1424	Sales and use taxes: zero-emission vehicle fueling

FY 2027 STATE BUDGET

The Senate released its FY 2026-27 budget proposal titled “*Foundations for the Future*”.

- Built on a projected \$20 billion revenue surge above the Governor’s January forecast.
- Builds reserves to a record \$39 billion
- Maintains funding for essential programs
- Address the state’s long-term structural deficit
- No new transit funding



CAP & INVEST AMENDMENTS

KEY HIGHLIGHTS

Affordability & Utility Support

Additional relief for electric utilities to lower electricity costs — directly benefits AVTA's zero-emission electric bus fleet operations and charging infrastructure.

Enhanced Manufacturing Decarbonization Incentive

Strengthened incentives for electrification, carbon capture, and renewable fuels - supports broader clean technology supply chains that enable transit fleet electrification.

Potential Funding Concerns

Environmental groups and legislators worry changes may weaken stringency and reduce overall Greenhouse Gas Reduction Fund (GGRF) dollars available for programs like Low Carbon Transit Operations Program (LCTOP), which AVTA relies on for zero-emission bus funding.

CARB is planning to take up the item at its May 28 Board Meeting and have the new rules take effect by September 1.



FEDERAL



U.S. FY25 FINANCIAL AUDIT



On March 19, the Treasury Department's consolidated financial statements for FY2025 were released.

The numbers: \$6.06 trillion in total assets against \$47.78 trillion in total liabilities as of September 30, 2025.

"Congress has clearly lost control of the nation's finances. America is facing a fiscal catastrophe. The reckoning, long deferred, is becoming impossible to ignore."



U.S. GOVERNMENT ACCOUNTABILITY OFFICE

441 G St. N.W.
Washington, DC 20548

Acting Comptroller General
of the United States

March 19, 2026

The President
The President of the Senate
The Speaker of the House of Representatives

Financial Audit: FY 2025 and FY 2024 Consolidated Financial Statements of the U.S. Government

This report transmits the results of GAO's audit of the U.S. government's fiscal years 2025 and 2024 consolidated financial statements. GAO's audit report is incorporated on page 208 in the enclosed *Fiscal Year 2025 Financial Report of the United States Government* that the Secretary of the Treasury prepared in coordination with the Director of the Office of Management and Budget.

To operate as effectively and efficiently as possible, Congress, the administration, and federal managers must have ready access to reliable and complete financial and performance information—both for individual federal entities and for the federal government as a whole. Our report on the U.S. government's consolidated financial statements for fiscal years 2025 and 2024 discusses progress that has been made, but also underscores that much work remains to improve federal financial management and that the federal government continues to face an unsustainable long-term fiscal path.¹

Our audit report on the U.S. government's consolidated financial statements is enclosed. In summary, we found the following:

- Certain material weaknesses² in internal control over financial reporting and other limitations resulted in conditions that prevented us from expressing an opinion on the accrual-based consolidated financial statements as of and for the fiscal years ended September 30, 2025, and 2024.³ About 32 percent of the federal government's reported total assets as of September 30,

<https://fortune.com/2026/03/23/us-government-insolvent-fiscal-crisis-fix/>

FY 2027 FEDERAL BUDGET

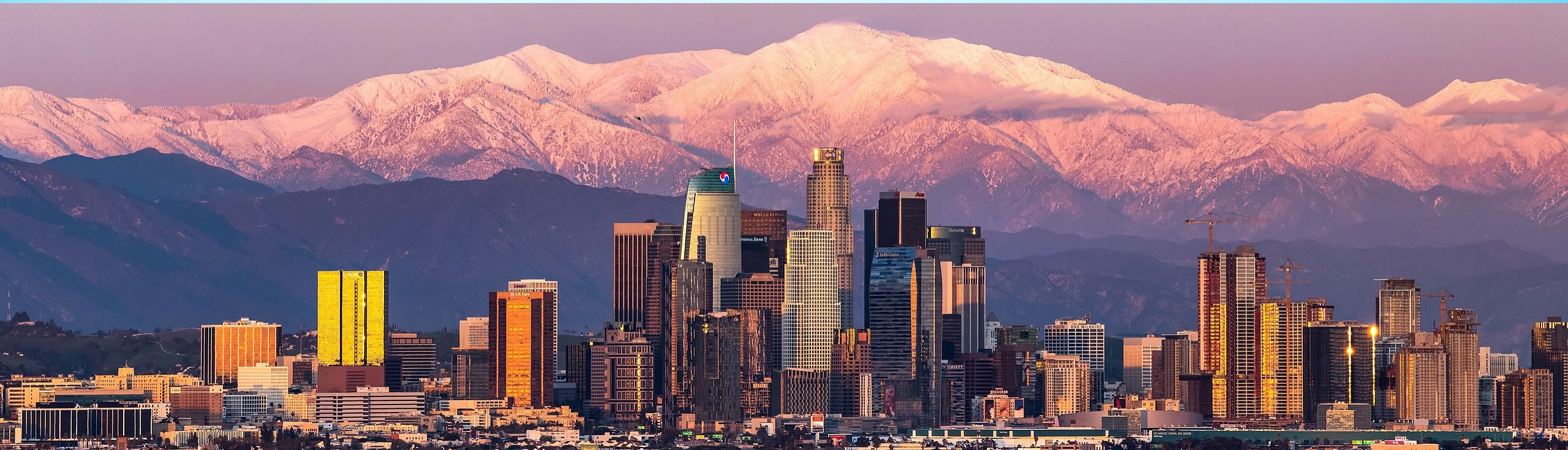
The proposed budget, released April 3, totals \$2.2 trillion and emphasizes an expansion in military spending, a 10% overall reduction in domestic spending, and shifts certain federal responsibilities to state governments.

It cuts \$4.8 billion in funding for public transit compared with FY 2026 enacted levels and eliminates funding for high-speed rail. According to APTA, this would reduce funding for public transit by 23% if enacted.

The proposed budget would also discontinue advance appropriations authorized under the 2021 Infrastructure Investment and Jobs Act.

Lawmakers have until September 30, 2026, to pass funding legislation to avoid a government shutdown.

REGIONAL



UPDATED FAP

METRO FAP		FY27	FY26
AVTA LA UZA MTA FAP >>		1.6583%	1.6615%
Prop A	-8.54%	\$ 6,509,558	\$ 7,117,587
Prop A DAR	20.08%	\$ 1,387,111	\$ 1,155,120
Prop C 5% Security	5.19%	\$ 190,628	\$ 181,227
Measure R Clean Fuel		\$ -	\$ 208,744
Measure R Ops	5.42%	\$ 3,392,584	\$ 3,218,148
Measure M	5.56%	\$ 3,360,297	\$ 3,183,347
SB1 - STA	-41.11%	\$ 815,330	\$ 1,384,587
SB1 - SGR	-21.78%	\$ 407,070	\$ 520,428
Prop C 40%	1.17%	\$ 2,027,906	\$ 2,004,418
MOSIP	1.92%	\$ 1,476,295	\$ 1,448,545
Foothill Mitigation	-39.89%	\$ 30,341	\$ 50,474
Transit Service Expansion	3.14%	\$ 462,561	\$ 448,478
BSIP Overcrowding	3.14%	\$ 58,708	\$ 56,921
		\$ 18,090,484	\$ 18,973,606

MTA FAP was updated.

Prop A and Prop A DAR increased:

Prop A

+ \$ 6,919

Prop A DAR

+ \$ 231,991



QUESTIONS?

THANK YOU



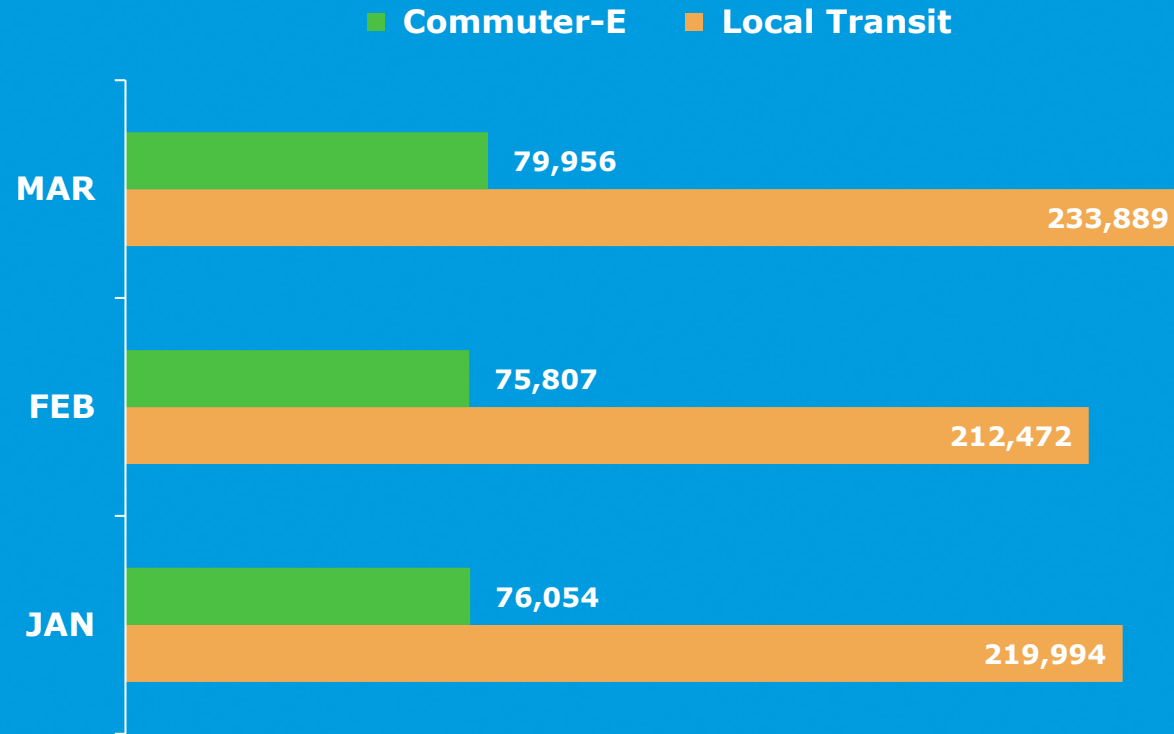
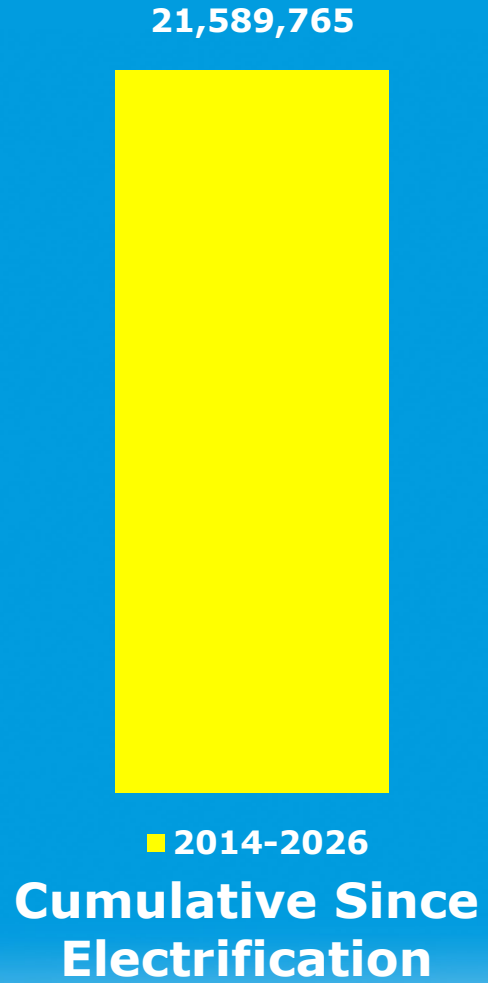
FY 26 Monthly Fleet Maintenance Key Performance Indicators

Presentation to the Board of Directors

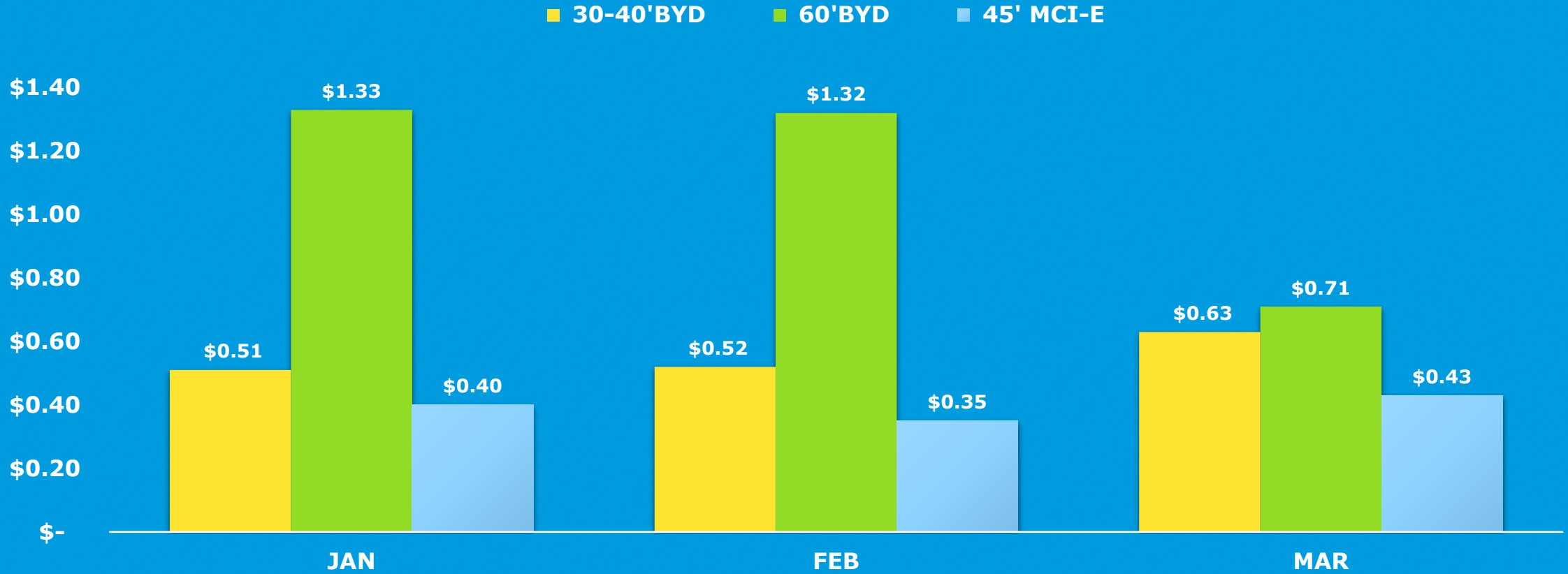
April 28, 2026



MILESTONES



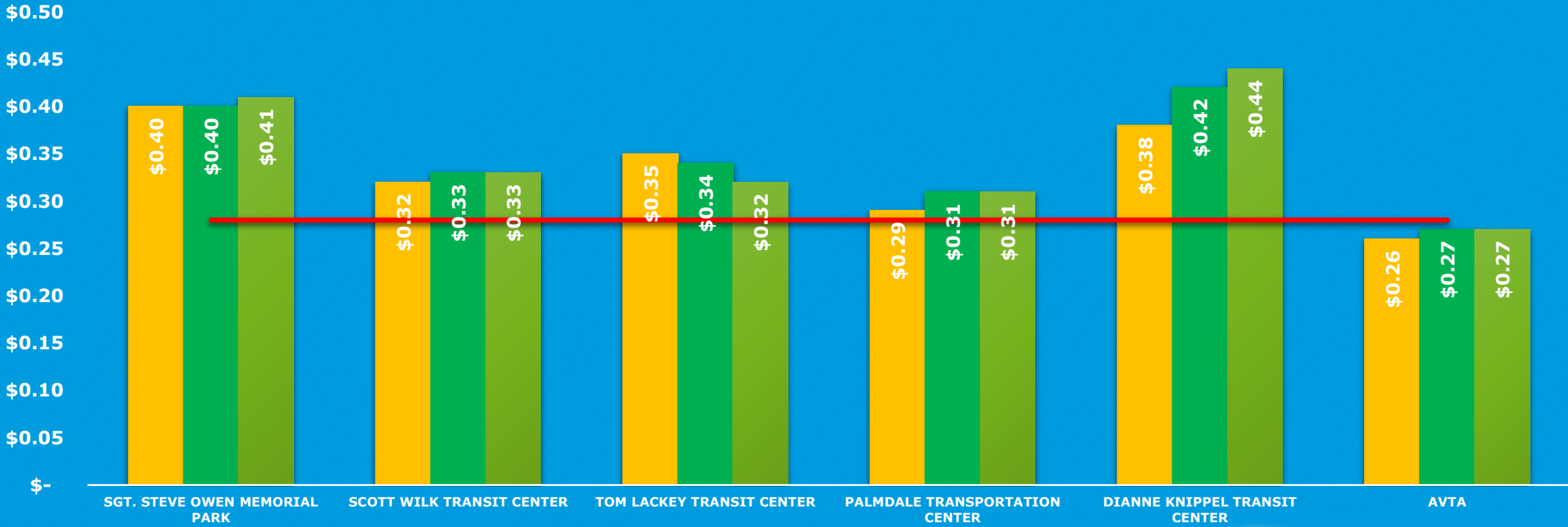
MAINTENANCE COST PER MILE BY FLEET



ENERGY DEPOTS

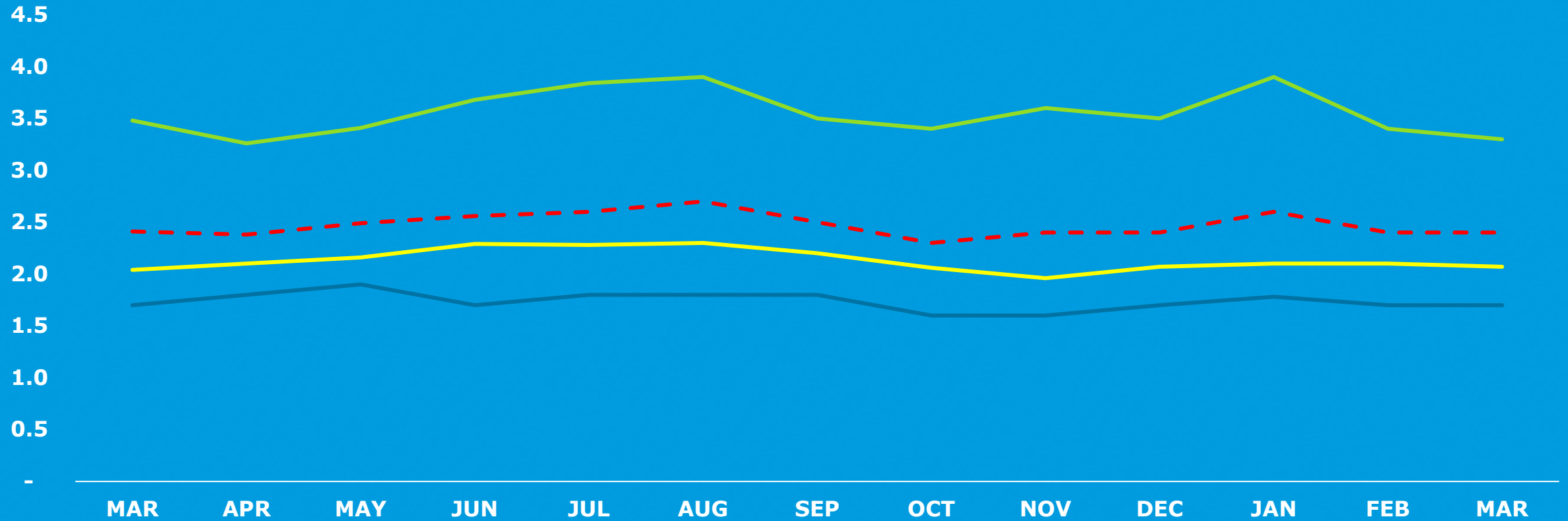
COST PER KWH

JAN FEB MAR AVG kWh \$0.28

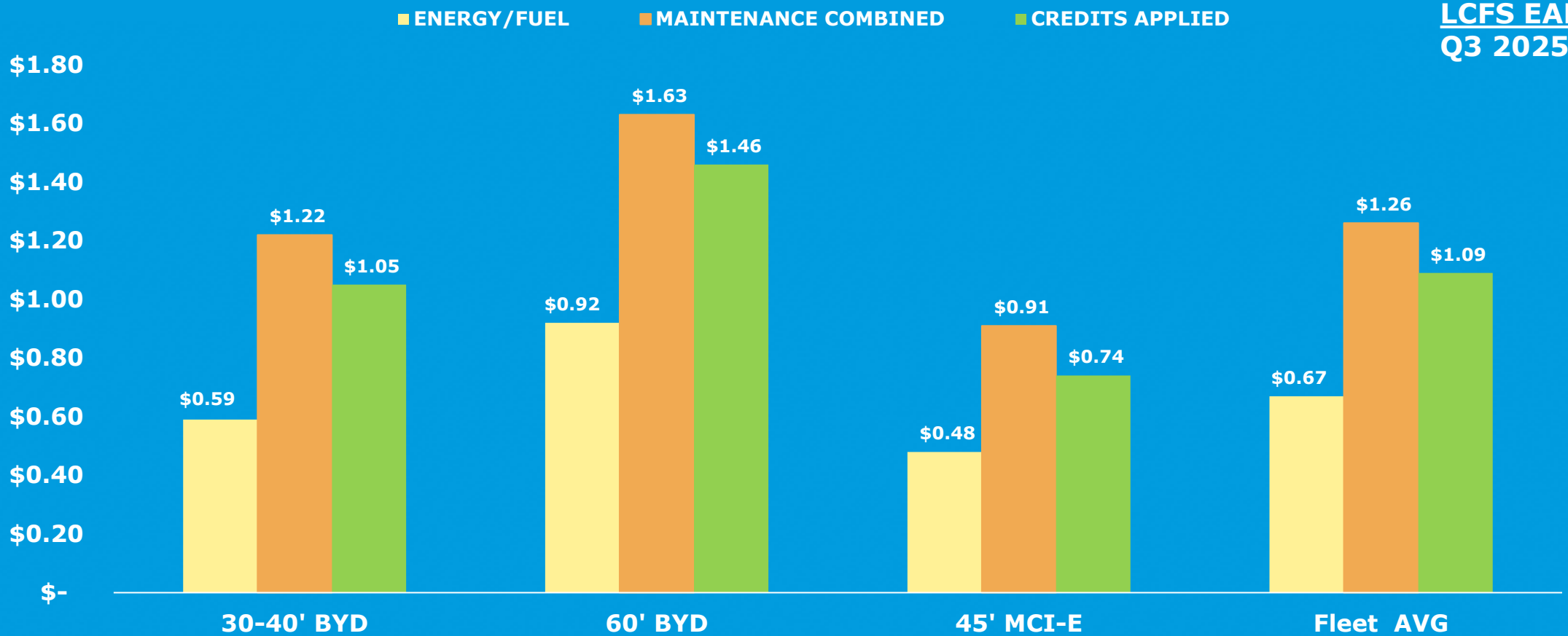


kWh EFFICIENCY PER MILE

— 30-40'BYD — 60'BYD — 45'MCI - - FLEET AVG



FLEET COSTS PER MILE MARCH

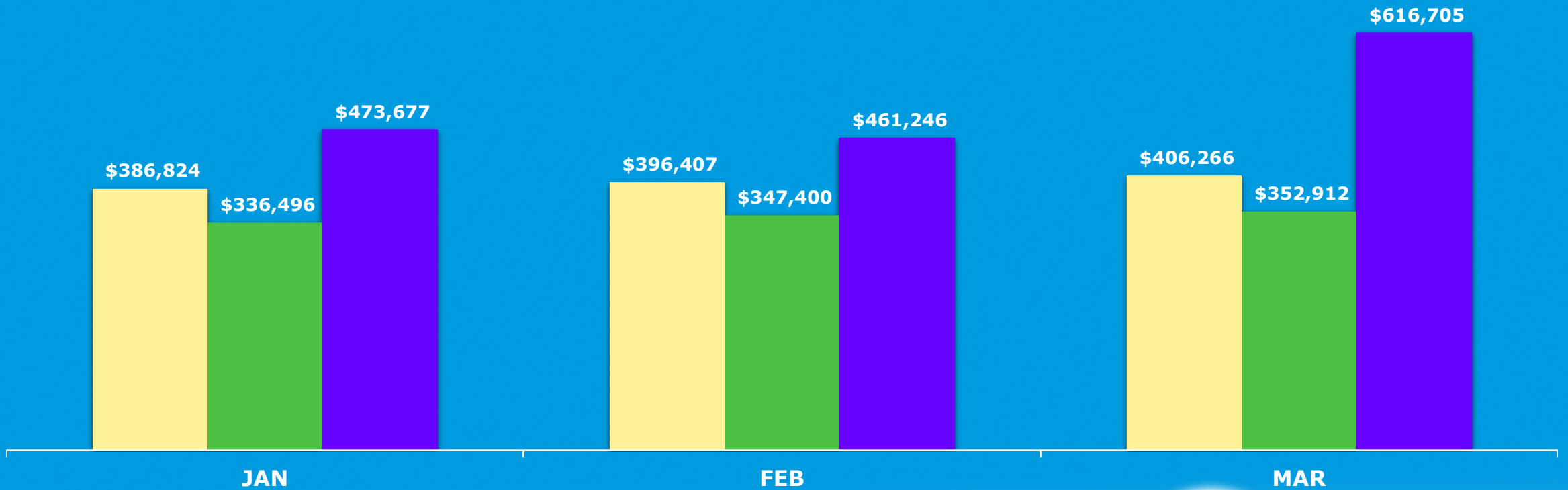


LCFS EARNINGS
Q3 2025: \$0.17



FLEET OPERATING COSTS ENERGY/FUEL AND MAINTENANCE

■ COMBINED COSTS ■ CREDITS APPLIED ■ DIESEL



Thank you!





FY 2026 Monthly Operations Key Performance Indicators

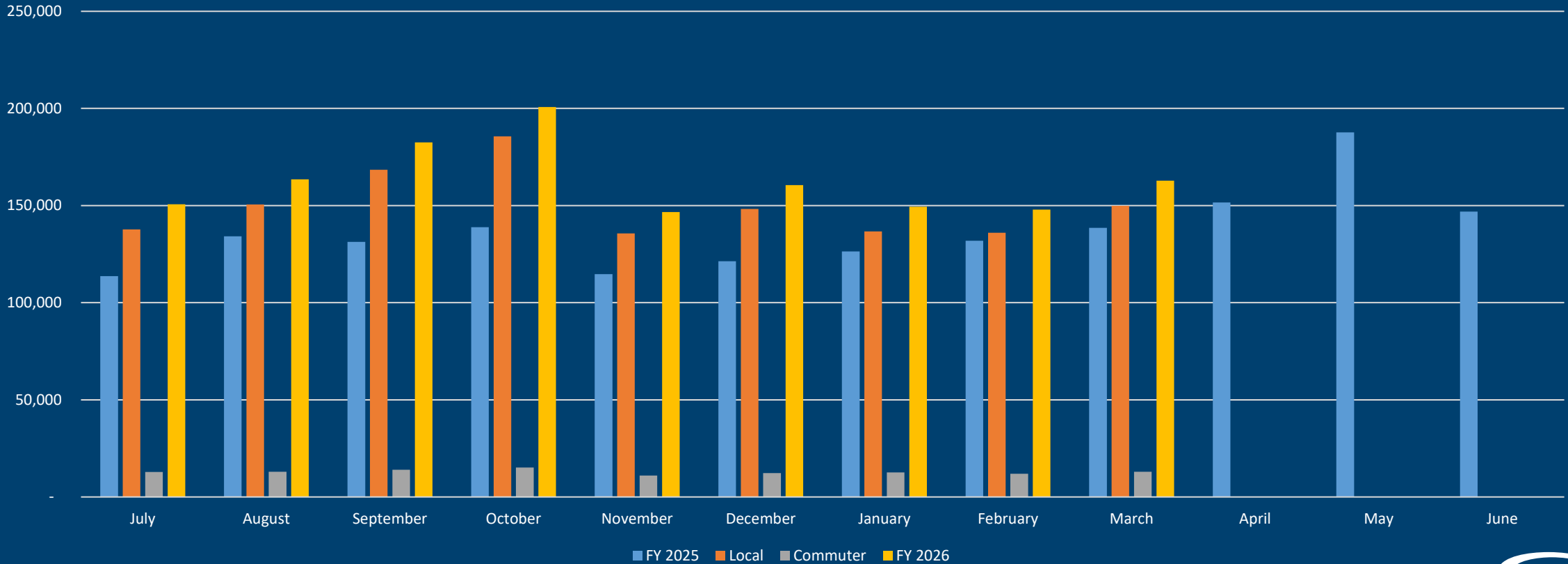
Presentation to the Board of Directors
April 28, 2026

March 2026

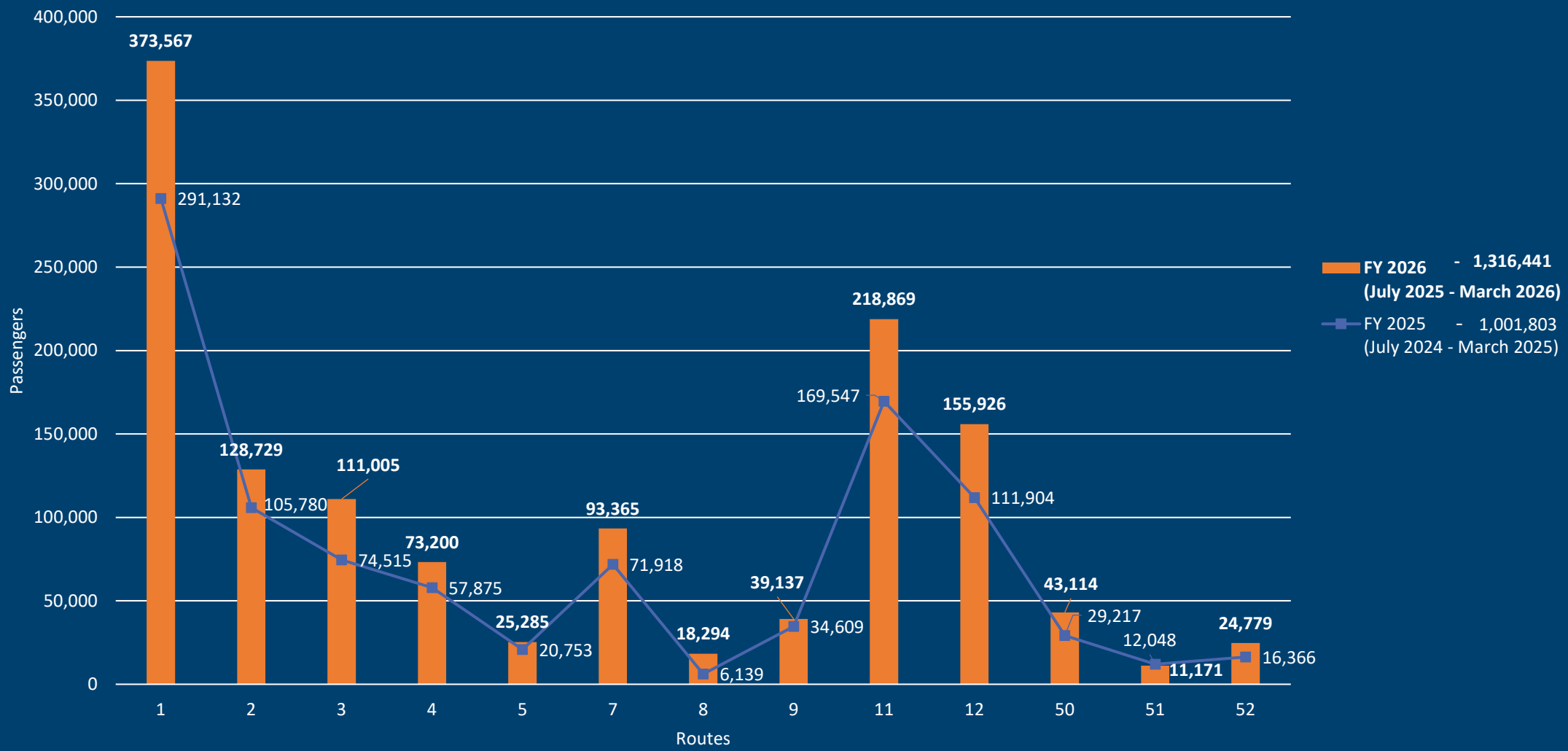
Joseph Moriarty

MONTHLY BOARDING ACTIVITY

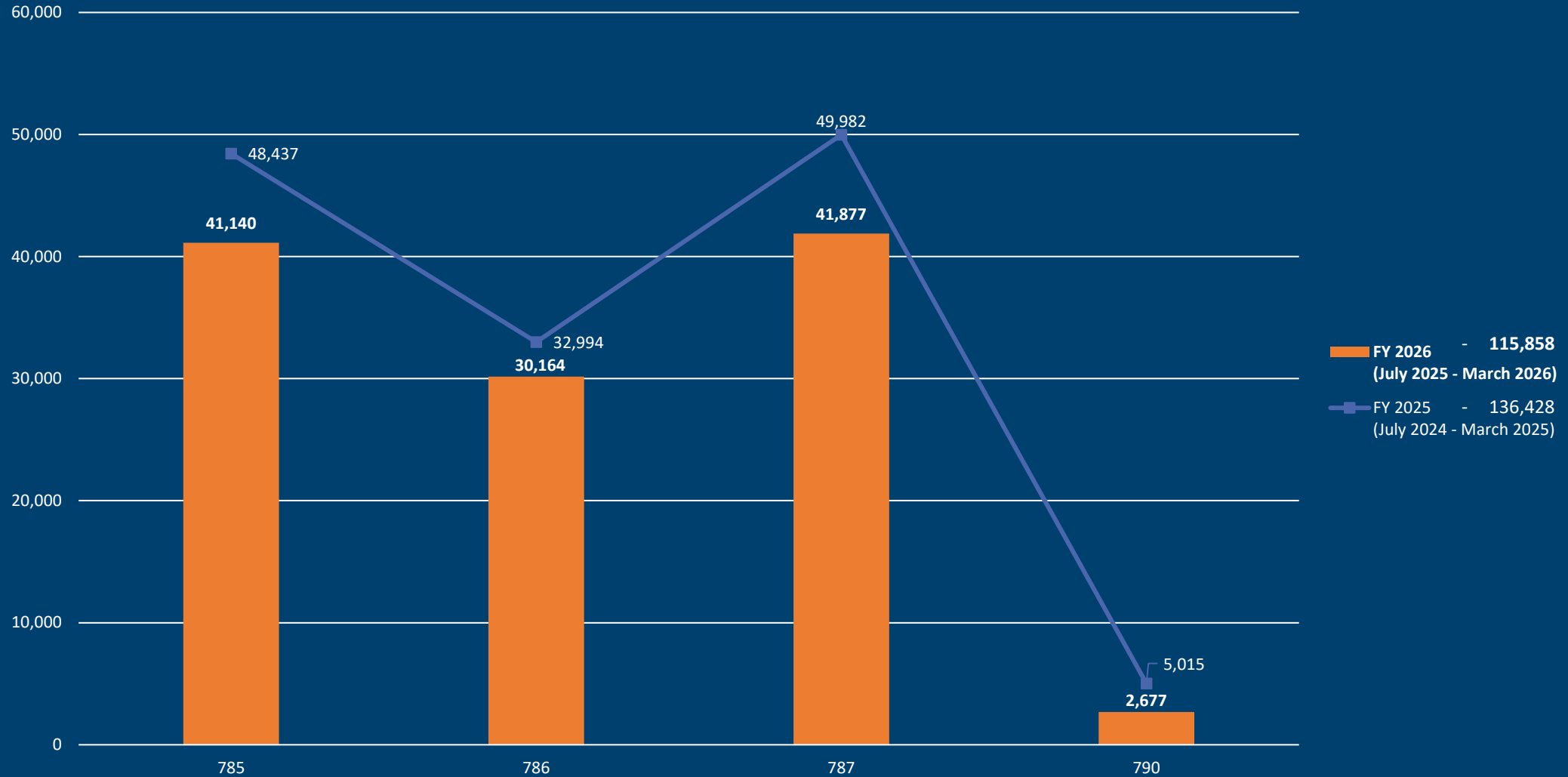
	March 2026 FY 2026	February 2026 FY 2026
System	162,794	147,890
Local	149,818	135,976
Commuter	12,976	11,914



ANNUAL RIDERSHIP – LOCAL ROUTES

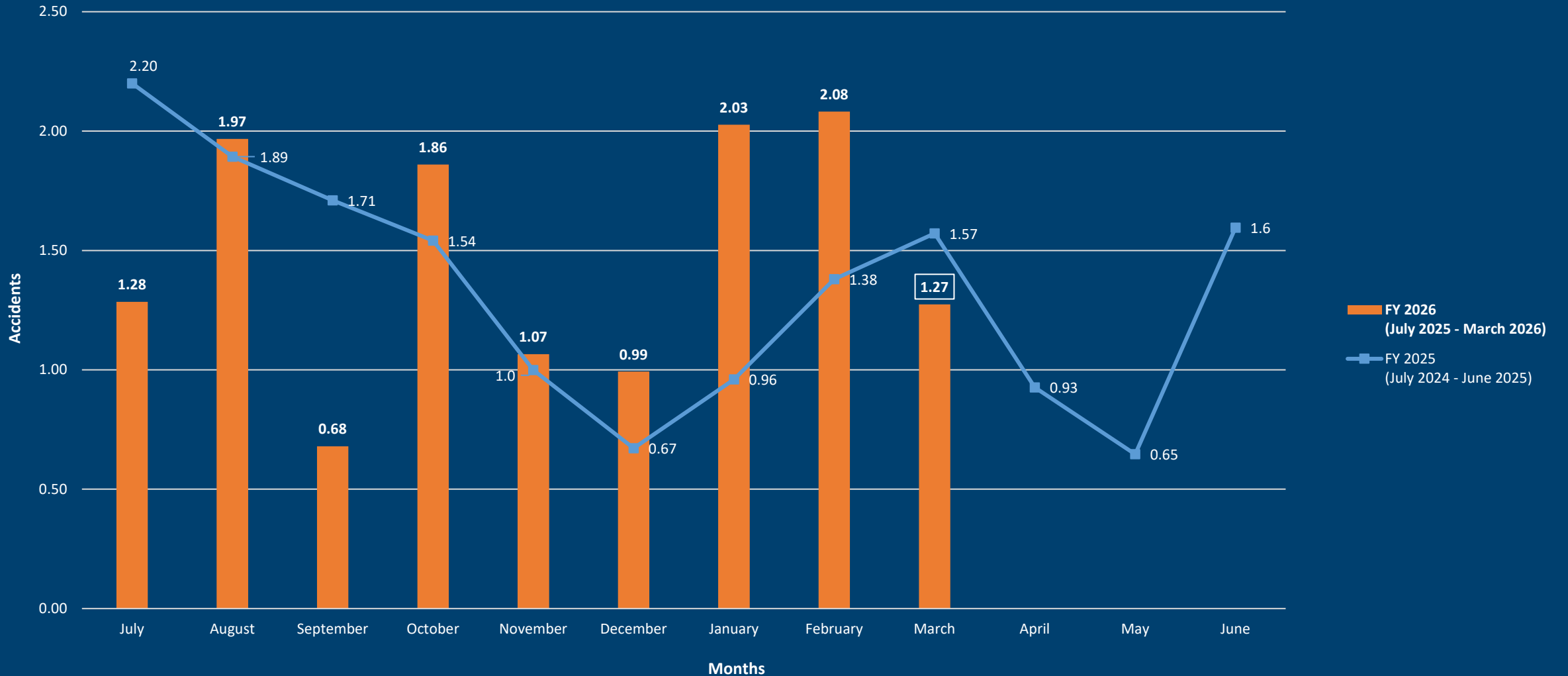


ANNUAL RIDERSHIP - COMMUTER ROUTES



PREVENTABLE ACCIDENTS /100,000 MILES

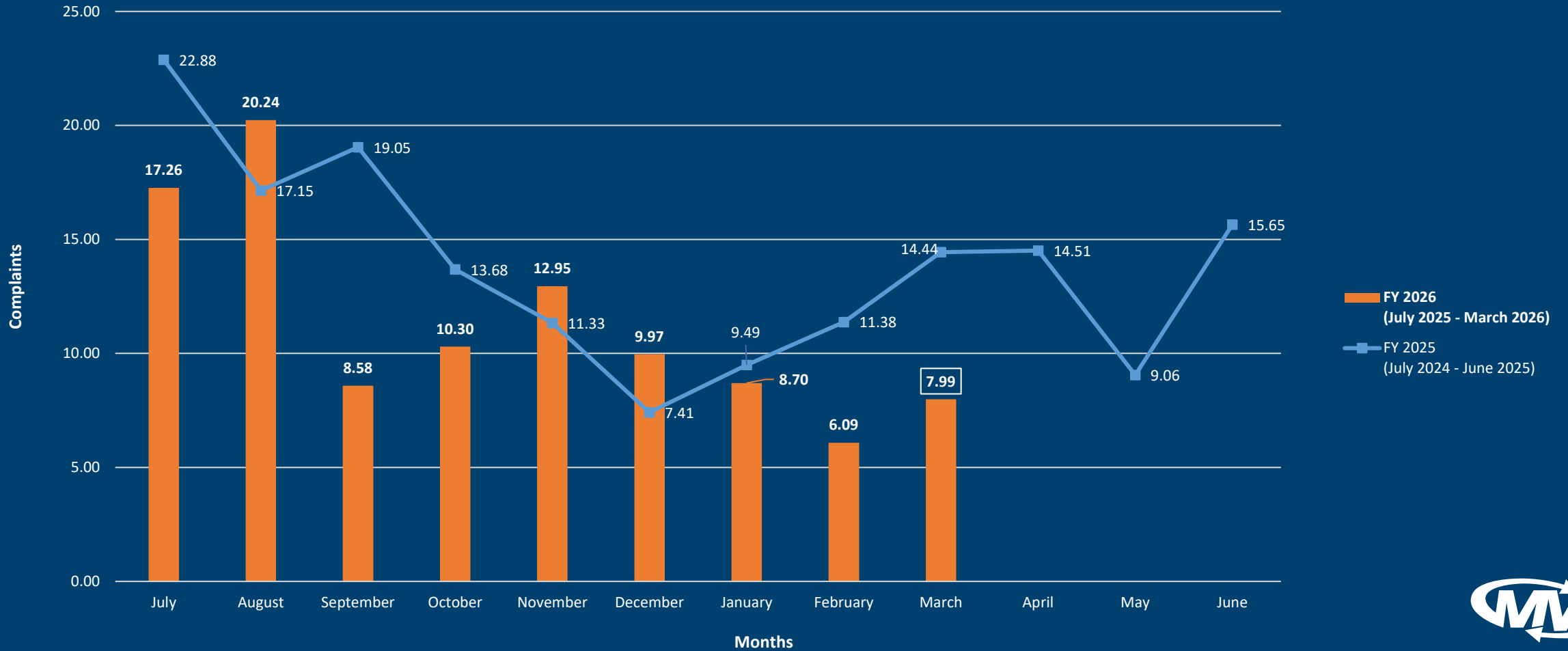
MARCH SYSTEMWIDE AVERAGE: 1.27



COMPLAINTS / 100,000 BOARDINGS

MARCH SYSTEM WIDE AVERAGE: 7.99

PEER AVERAGE: 44.00



Accidents and Complaints Summary

ACCIDENTS: 4

- Side Impact (1)
- With Fixed Object (3)

*There were 0 injuries related to the above accidents

COMPLAINTS: 13

- Bus Did Not Show (1)
- Bus Running Late (4)
- Discourteous Operator (2)
- Incorrect Destination Sign (1)
- Missed Portion (1)
- No AC/Heat (2)
- Passenger Injury (1)
- Passenger Passed Up at Stop (1)

COMMENDATIONS: 7

Five operators were acknowledged on various days and routes, with two of them receiving two commendations each. They were praised for qualities like being courteous, providing a pleasant drive, demonstrating high professionalism, and showing kindness, care, friendliness, and consideration.



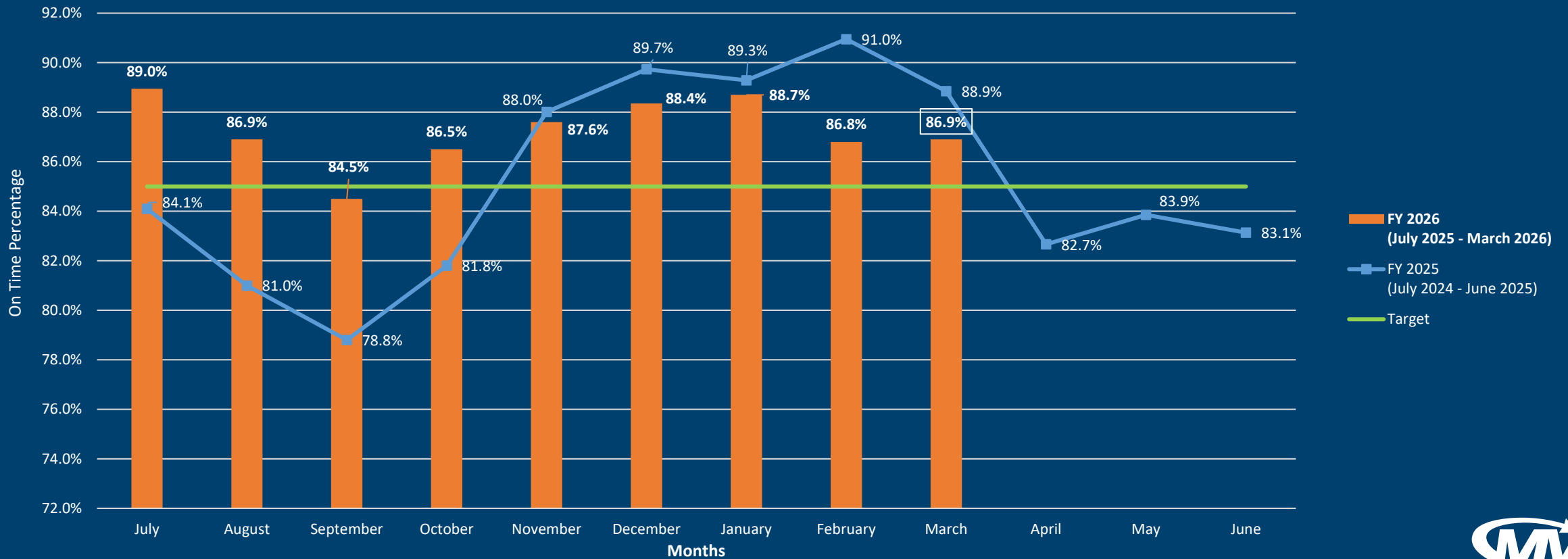
ON-TIME PERFORMANCE

MARCH SYSTEMWIDE AVERAGE: 86.9%

LOCAL: 82.6%

COMMUTER: 91.2%

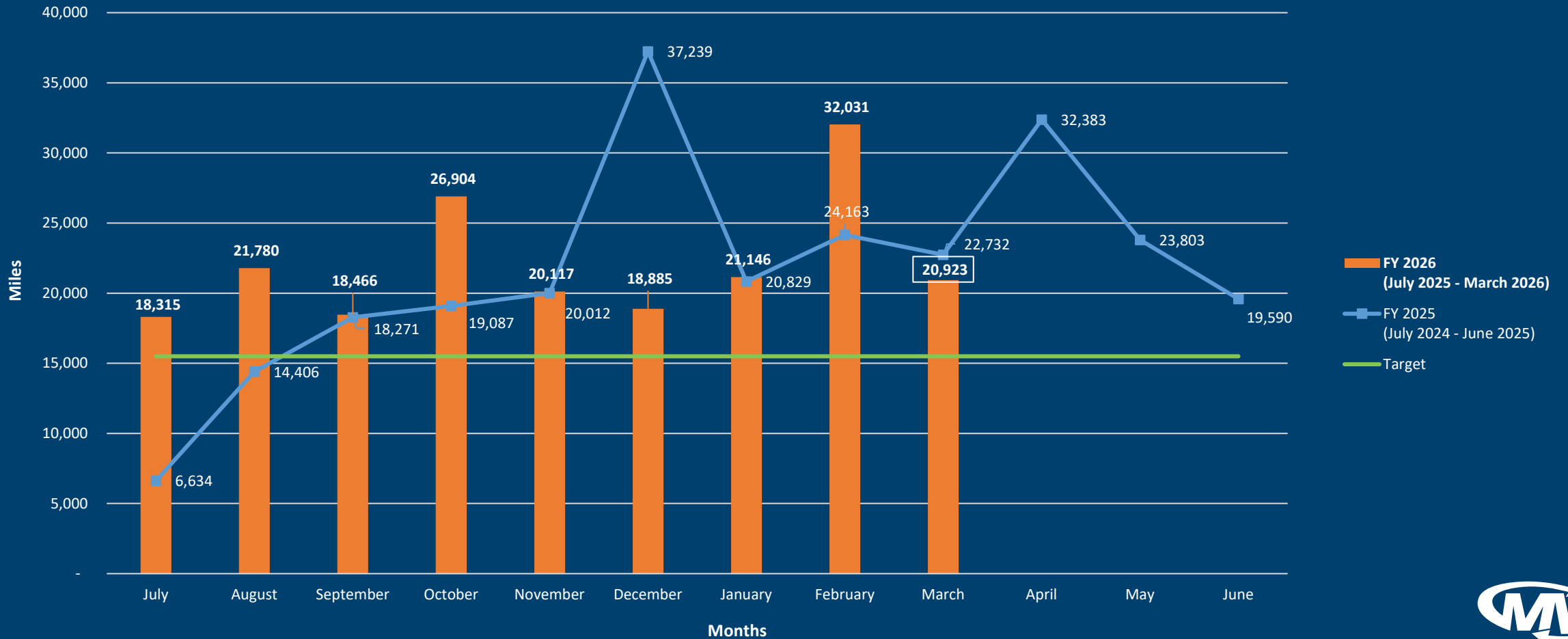
TARGET: 85%



AVERAGE MILES BETWEEN ROADCALLS

MARCH SYSTEM WIDE AVERAGE: 20,923

TARGET: 15,500



KEY PERFORMANCE INDICATORS

	AVTA Targets	March 2026 FY 2026	February 2026 FY 2026	March 2025 FY 2025
Boarding Activity		162,794	147,890	138,532
Complaints / 100,000 Boardings	≤ 44	7.99	6.09	14.44
Preventable Accidents / 100,000 Miles	≤ 1	1.27	2.08	1.57
On Time Performance	≥ 85%	86.9%	86.8%	88.9%
Average Miles Between Roadcalls	≥ 15,500	20,923	32,031	22,732





WE ARE MVMNT

**THANK
YOU**

Questions?



Regular Meeting of the Board of Directors

Tuesday, March 24, 2026

10:00 a.m.

Antelope Valley Transit Authority Community Room

42210 6th Street West, Lancaster, California

www.avta.com

UNOFFICIAL MINUTES

CALL TO ORDER

Chairman Crist called the meeting to order at 10:02 a.m.

PLEDGE OF ALLEGIANCE

Director Ohlsen led the Pledge of Allegiance.

ROLL CALL:

Present

Chairman Marvin Crist, Vice Chair Dianne Knippel, Director Eric Ohlsen, Director Richard Loa, Director Raj Malhi, Director Michelle Royal

Director Ohlsen's son, Rocky, was in attendance as a guest.

APPROVAL OF AGENDA

On a motion by Vice Chair Knippel and seconded by Director Malhi, the Board of Directors approved the agenda as presented.

Vote: Motion carried (6-0-0-0)

Yeas: Chairman Crist, Vice Chair Knippel, Directors Ohlsen, Loa, Malhi, Royal

Nays: None

Abstain: None

Absent: None

PUBLIC – AGENDIZED AND NON-AGENDIZED ITEMS:

Timothy McLaughlin noted that DAR drivers are valued for their assistance and connection, and the dispatch team is helpful, though phone wait times can be lengthy. He mentioned that the new phone system now includes call notifications in addition to text alerts.

Dwight Schneider states that he has tried booking DAR and Microtransit rides through the app, even three days in advance at midnight, but hasn't been successful. He was informed that his concerns were not considered valid. When rides are available, they often require him to be away from home all day, which does not suit his remote work needs. Additionally, he suggested implementing service updates for DAR and Microtransit—covering breakdowns and interruptions—parallel to those used for local bus service, as the lack of such updates makes planning difficult.

Walter Woodward thanked the Board for stable pricing on DAR services amid high fuel costs. He raised issues with difficult booking procedures, early drop-offs that leave him waiting outside clinics, and delayed return pickups of up to two hours.

Chris Nordahl indicated that there are safety concerns and personnel issues associated with AVTS.

Fran Sereseres expressed uncertainties about Metrolink's decision to temporarily suspend the 9:11 a.m. train service at the Antelope Valley Lancaster station for seven weeks, a move the Board said was due to old and new, faulty equipment.

Charlotte Baxter mentioned that it has been difficult recently to book a ride for DAR services; she tried for two hours.

SPECIAL REPORTS, PRESENTATIONS, AND REQUESTS FOR DIRECTION (SRP): During this portion of the meeting, staff will present information not generally covered under regular meeting items. This information may include, but is not limited to, budget presentations, staff conference presentations, or information from outside sources related to the transit industry. **Staff will seek directions as is necessary from the Board with regard to the following item(s).**

SRP 1 LEGISLATIVE REPORT FROM SENATOR SUZETTE VALLADARES' OFFICE

The representative was unable to attend.

SRP 2 LEGISLATIVE REPORT FROM ASSEMBLYMEMBER TOM LACKEY'S OFFICE

Anna Zarley, Assemblymember Lackey's district field representative, mentioned that this is Mr. Lackey's final year in office. The assemblymember's team is keeping an eye on three bills, with two being especially important because they focus on transportation: AB 2552 (Transportation Mitigation), which addresses the impacts of transportation

projects, and AB 128 (a Budget Committee Bill) that gives Caltrans more flexibility in funding the State Transportation Improvement Program (STIP). There was also a brief discussion about poor communication with Caltrans regarding the operational failure on the Antelope Valley (14) Freeway.

SRP 3 PRESENTATION TO MV TRANSPORTATION OPERATOR OF THE MONTH FOR JANUARY AND FEBRUARY 2026

Assistant General Manager Genie Maxie presented the January Operator of the Month award to Jamie Monteil and the February award to Kristy Harris.

SRP 4 PRESENTATION TO AV TRANSPORTATION SERVICES (AVTS) OPERATOR OF THE MONTH FOR FEBRUARY 2026

Quality Assurance Manager Amalia Rodriguez presented the Operator of the Month award to Sanuuese Fuifui.

SRP 5 AVTS DIAL-A-RIDE AND MICROTRANSIT KEY PERFORMANCE INDICATORS (KPI) REPORT FOR FEBRUARY 2026

Mr. Minasyan presented the report, followed by Board questions about complaint handling. Director of Operations and Planning Tisha Lane explained AVTA's process: they investigate complaints, assess validity, and follow up with passengers. She noted no complaints about booking rides three days in advance but will investigate. The Board emphasized that they define valid complaints, encouraged formal submissions, and assured all feedback is valued.

SRP 6 LEGISLATIVE REPORT UPDATE FOR MARCH 2026

Chief Financial Officer Judy Vaccaro-Fry reported several important transportation planning and funding updates: Proposed state Assembly and Senate bills; correction to AB 1783; new programs for disadvantaged communities using CalEnviroScreen; progress on high-speed rail; an ongoing USDOT vs. CARB lawsuit over regulations; federal excise tax changes; SCAG's regional resilience toolkit; Los Angeles Metro's Fiscal Year 2027 formula allocation; delayed federal funding data for Fiscal Year 2026, causing uncertainty; and no FTA timeline for Fiscal Year 2027 budget planning.

SRP 7 MAINTENANCE KPI REPORT FOR FEBRUARY 2026

Operations and Contracts Compliance Manager Joseph Sanchez presented the report. The Board inquired about the use of AI technology in evaluating the report and whether its implementation could be considered for future reporting processes.

SRP 8 OPERATIONS KPI REPORT FOR FEBRUARY 2026

Assistant General Manager Genie Maxie presented the report. The Board addressed concerns about the passenger drop-off area and acknowledged MV Transportation's progress on operator conduct and reduced passenger pass-ups.

CONSENT CALENDAR (CC): Consent items may be received and filed and/or approved by the Board in a single motion. If any member of the Executive Board wishes to discuss a consent item, please request that the item be pulled for further discussion and potential action.

CC 1 BOARD OF DIRECTORS MEETING MINUTES OF FEBRUARY 24, 2026
Approve the Board of Directors Regular Meeting Minutes of February 24, 2026.

CC 2 FINANCIAL REPORT FOR FEBRUARY 2026
Receive and file the Financial Report for February 2026.

CC 3 FISCAL YEAR 2025/2026 (FY 2026) LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MONTHLY REPORT FOR FEBRUARY 2026
Receive and file the FY 2025/2026 (FY 2026) Los Angeles County Sheriff's Department Monthly Report for February 2026.

CC 4 MARKETING AND COMMUNICATIONS LOG
Receive and file the Marketing and Communications Log for (February 11 through March 11, 2026).

CC 5 DESTRUCTION OF AVTA RECORDS
In accordance with AVTA's Record Retention Policy, authorize the destruction of the on-site records (paper, electronic, audio, photographic, etc.) detailed on the Records Destruction list.

On a motion by Vice Chair Knippel and seconded by Director Royal, the Board of Directors approved the Consent Calendar as presented.

Vote: Motion carried (6-0-0-0)

Yeas: Chairman Crist, Vice Chair Knippel, Directors Ohlsen, Loa, Malhi, Royal

Nays: None

Abstain: None

Absent: None

NEW BUSINESS (NB):

NB 1 CONSIDERATION AND ACCEPTANCE OF THE ANNUAL VACANCIES, RECRUITMENT, AND RETENTION EFFORTS REPORT IN COMPLIANCE WITH AB 2561 (GOVERNMENT CODE §3502.3)

Chairman Crist opened the public hearing. Human Resource and EEO Manager Amber Johnson presented the background information and answered questions from the Board. The Chairman called for public comments, but none were made in person or electronically. The Chairman then closed the public hearing.

On a motion by Vice Chair Knippel and seconded by Director Royal, the Board of Directors receive and file NB 1 as presented.

Vote: Motion carried (6-0-0-0)
Yeas: Chairman Crist, Vice Chair Knippel, Directors Ohlsen, Loa, Malhi, Royal
Abstain: None
Absent: None

REPORTS AND ANNOUNCEMENTS (RA):

RA 1 REPORT BY THE CHIEF FINANCIAL OFFICER – JUDY VACCARO-FRY

Ms. Vaccaro-Fry stated the Executive Director/CEO is on vacation and reminded the Board about the April 25, 2026, Antelope Valley College Foundation Wine Walk.

ADJOURNMENT:

Chairman Crist adjourned the meeting at 11:03 a.m. to the regular meeting of the Board of Directors on April 28, 2026, at 10:00 a.m. in the Antelope Valley Transit Authority Community Room, 42210 6th Street West, Lancaster, CA.

PASSED, APPROVED, and ADOPTED this 28th day of APRIL 2026.

Marvin Crist, Chairman of the Board

ATTEST:

DeeAnna Cason, Clerk of the Board

Audio recordings of the Board of Directors Meetings are maintained in accordance with state law and AVTA's Records Retention Policy. Please contact DeeAnna Cason, Clerk of the Board, at (661) 729-2232 to arrange to review a recording.



DATE: April 28, 2026
TO: BOARD OF DIRECTORS
SUBJECT: FINANCIAL REPORT FOR MARCH 2026

RECOMMENDATION

Receive and file the Financial Report for March 2026.

FISCAL IMPACT

	MARCH 2026
PAYROLL	\$459,804.59
CASH DISBURSEMENTS	\$5,827,772.69

BACKGROUND

To comply with the provisions required by Sections 37202, 37208, and 6505.5 of the Government Code, the Chief Financial Officer, in conjunction with the Senior Finance Manager, provides a monthly payroll total and cash disbursements. The Executive Director/CEO appointed as the Authority’s Treasurer certifies the availability of funds.

I, Martin Tompkins, Executive Director/CEO of AVTA, declare that the above information is accurate.

Prepared by:

Submitted by:

Vianney Mclaughlin
 Sr. Finance Manager

Martin J. Tompkins
 Executive Director/CEO



DATE: April 28, 2026

TO: BOARD OF DIRECTORS

SUBJECT: Fiscal Year 2025/2026 (FY 2026) Los Angeles County Sheriff's Department Monthly Report (March 1 through March 31, 2026)

RECOMMENDATION:

Receive and file the FY 2025/2026 (FY 2026) Los Angeles County Sheriff's Department Monthly Report for (March 1 through March 31, 2026).

FISCAL IMPACT:

There is no fiscal impact currently.

DISCUSSION:

Deputy Maselli and his K-9 partner "Doc Holliday" worked 210 hours during March.

At the beginning of each shift, Deputy Maselli contacted bus operators to ascertain any concerns or problems they needed to report, as well as any issues reported the previous day. On average, Deputy Maselli contacted an estimated 25 to 30 buses or bus operators daily.

Deputy Maselli consistently monitored high-priority locations where previous incidents had been reported, including Sgt. Steven Owen Memorial Park (OMP), the Lancaster Senior Center, 10th Street East & Palmdale Boulevard, the Palmdale Transportation Center (PTC), and the Lancaster Metrolink Station.

Deputy Maselli and K-9 "Doc Holliday" conducted visible K-9 sweeps focused on terrorism and the deterrence of explosives. These operations took place at key locations, including the Antelope Valley Transit Authority (AVTA) building and bus yard, AVTA transfer centers, AVTA buses, and various random bus stops throughout the Antelope Valley. Their high-visibility presence served as a critical element of public safety throughout the region.

Deputy Maselli warned and advised regarding "Drinking an Alcoholic Beverage in Public", "Failure to Obey Posted Sign", and "No Smoking".

Deputy Maselli checked, monitored, and cleared an estimated seventy-five (75) AVTA bus stops throughout the city of Palmdale and Lancaster daily. He conducted high-visibility crime deterrence patrols with his K-9, DOC Holliday, at various bus stops and transportation centers.

The following Incident Reports are from February 2026 and March 2026

Incident Report(s), Transit Safety, Service Delay(s)/ Interruption(s)	AVTA Bus Involved	AVTA Bus Not Involved	FEB	MAR
Assault with a Deadly Weapon	X	X	0	3
Assault with a Deadly Weapon - Gun/Knife			0	0
Battery	X	X	1	2
Bomb Threat			0	0
Disturbance – Business, Person Insane, Irate Person, Fight, Verbal	X	X	6	7
Disturbance – Person w/Gun/ Person w/Knife			0	0
Fare Evasion			0	0
Found Critical	X			1
Hit and run	X		1	0
K-9 Article Search (Gun)		X	1	0
Person with a Gun		X	1	0
Person with a Knife			0	0
Petty Theft/Grand Theft - Vandalism			0	0
Public Intoxication			0	0
Rescue Responding	X		1	0
Spousal Abuse			0	0
Traffic Collision	2	X	28	39
Traffic Hazard/Disabled Vehicle		X	4	2
Transit Safety		X	1	1

Prepared by:

Submitted by:

DeeAnna Cason
Clerk of the Board

Martin J. Tompkins
Executive Director/CEO

Attachment: A - County of Los Angeles Sheriff's Monthly Summary – March 2026

CC 3 - ATTACHMENT A

County of Los Angeles Sheriff's Department

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Deputy Maselli consistently monitored high-priority locations where previous incidents had been reported, including Sgt. Steven Owen Memorial Park (OMP), Boulevard Transit Center (BTC), the Lancaster Senior Center, 10th Street East & Palmdale Boulevard, the Palmdale Transportation Center (PTC), South Valley Transit (SVT) and the Lancaster Metrolink Station.

Additionally, Deputy Maselli and K-9 "Doc Holliday" conducted visible K-9 sweeps focused on terrorism and explosives deterrence. These operations took place at key locations such as the AVTA building and bus yard, AVTA transfer centers, AVTA buses, and various random bus stops across the Antelope Valley. Their high-visibility presence served as a critical element of public safety throughout the region.

MARCH 2 (MON)

Deputy Maselli responded and coordinated with AVTA dispatch regarding "Traffic Collision" on Avenue L and 20th Street West in Lancaster to prevent service disruptions (LAN26061-0202). Furthermore, he advised AVTA dispatch regarding "Traffic Collision" on 45th Street West and Avenue M in Lancaster to prevent service delays (LAN26061-0217). He maintained oversight of AVTA commuter routes 785, 786, 787 and 790 during their morning operations. His patrol duties also extended to AVTA bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC), as well as routes 1, 2, 3, 1, 4, 5, 9, 11, 12, and 50/Lake LA at Sgt. Steven Owen Memorial Park (OMP). Deputy Maselli also conducted regular checks at the AVTA building and bus yard, and monitored routes 1, 4, 7, and 11 at the Lancaster Senior Center, as well as the Lancaster Metrolink Station. He further oversaw routes 11, 12, and 1, 5, 7, 9, in addition to participating in K9 training in Palmdale.

MARCH 3 (TUE)

Deputy Maselli coordinated with AVTA dispatch regarding "Traffic Collision" on Avenue M and 14 Freeway in Palmdale to prevent service disruptions (PLM26062-0089). Furthermore, he advised AVTA dispatch regarding "Traffic Collision" on 15th Street West and Avenue L in Lancaster to prevent service delays (LAN26062-0105). He monitored AVTA commuter routes 785, 786, 787 and 790 during their morning runs, as well as bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC). He also oversaw routes 1, 2, 3, 1, 4, 5, 9, 11, 12, and 50/Lake LA at the Sgt. Steven Owen Memorial Park (OMP), along with the AVTA building and bus yard. Further patrol included routes 1, 4, 7, and 11 at the

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Lancaster Senior Center, Lancaster Metrolink Station, and additional monitoring of AVTA routes 11, 12, 1, 5, 7, and 9. He also participated in K9 training in Palmdale.

MARCH 4 (WED).

Deputy Maselli monitored over several key AVTA routes, including commuter route 785, 786, 787 and 790 during their morning operations. He also monitored bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC), and routes 1, 2, 3, as well as 1, 4, 5, 9, 11, 12, and 50/Lake LA at the Sgt. Steven Owen Memorial Park (OMP). His patrol also included the AVTA building and bus yard, as well as routes 1, 4, 7, and 11 at the Lancaster Senior Center and Lancaster Metrolink Station. Additional oversight was conducted for routes 11, 12, and routes 1, 5, 7, 9, alongside participating in K9 training in Palmdale.

MARCH 5 (THU)

Follow-Up: Tag LAN26064-0287

The incident was reported by the AVTA bus operator.

2137 Hours "Assault with a Deadly Weapon"

20th Street East and Avenue J in Lancaster

(AVTA bus 40301, Route 11 Westbound at the AVTA Bus Stop)

Victim stated that a White, Male approximately 20 years of age and White, Male approximately 30 years of age attempted to rob them. During the incident suspects assaulted the victims. Both victims were subsequently transported to Antelope Valley Hospital for medical treatment. ***This incident did not occur on the bus.***

Deputy Maselli coordinated with AVTA dispatch regarding "Traffic Collision" on 30th Street West and Avenue J in Lancaster to prevent service disruptions (LAN26064-0083). He also advised AVTA dispatch regarding "Traffic Collision" on 21st Street West and Avenue L in Lancaster to prevent service delays (LAN26064-0090). Further, he conducted a high visibility "Fare Enforcement" at AVTA bus turnaround at 10th Street West and Ave K-8 in Lancaster (OMP).

Furthermore, he coordinated with AVTA dispatch regarding "Traffic Collision" on 70th Street East and Palmdale Boulevard in Palmdale to prevent service delays (PLM26064-0164). He maintained oversight of AVTA commuter routes 785, 786, 787 and 790 during their morning operations. His patrol duties also extended to AVTA bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC), as well as routes 1, 2, 3, 1, 4, 5, 9, 11, 12, and 50/Lake LA at Sgt. Steven Owen Memorial Park (OMP). Deputy Maselli also conducted regular checks at the AVTA building and bus yard, and monitored routes 1, 4, 7, and 11 at the Lancaster

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Senior Center, as well as the Lancaster Metrolink Station. He further oversaw routes 11, 12, and 1, 5, 7, 9, in addition to participating in K9 training in Palmdale.

MARCH 6 (FRI)

Deputy Maselli advised AVTA dispatch regarding "Attempt Suicide" on 5th Street East and Avenue I in Lancaster, Adjacent to AVTA bus stop, route 11 (LAN26065-0148). ***This incident did not occur on the bus. Transit safety only.*** He also tracked AVTA bus 60710, route 98 Westbound, from 37423 70th Street East in Palmdale "Knight High School" to 47th Street East and Avenue S to 47th Street East and Avenue R to 40th Street East and Palmdale Boulevard to Palmdale Transportation Center. All students boarded and de-boarded the bus in an orderly manner without incident. He monitored over several key AVTA routes, including commuter route 785, 786, 787 and 790 during their morning operations. He also monitored bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC), and routes 1, 2, 3, as well as 1, 4, 5, 9, 11, 12, and 50/Lake LA at the Sgt. Steven Owen Memorial Park (OMP). His patrol also included the AVTA building and bus yard, as well as routes 1, 4, 7, and 11 at the Lancaster Senior Center and Lancaster Metrolink Station. Additional oversight was conducted for routes 11, 12, and routes 1, 5, 7, 9, alongside participating in K9 training in Palmdale.

MARCH 9 (MON)

Follow-Up: Tag PLM26068-0256

1543 Hours "Traffic Collision"

Sierra Highway and Palmdale Boulevard in Palmdale

(AVTA bus 60318, Route 1 Southbound)

URN: 926-03353-2610-472

Deputy Maselli advised AVTA dispatch regarding "Traffic Hazzard – Garbage Truck on Fire" on 15th Street West and Avenue L in Lancaster to prevent service disruptions (LAN26068-0145). He further coordinated with AVTA dispatch regarding "Traffic Collision" on Sierra Highway and Avenue S in Palmdale to prevent service delays (PLM26068-0162). Furthermore, He advised AVTA dispatch regarding "Traffic Collision" on 5th Street East and Palmdale Boulevard in Palmdale to prevent service disruptions (LAN26068-0164). He monitored AVTA commuter routes 785, 786, 787 and 790 during their morning runs, along with monitoring AVTA bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC). He also kept an eye on routes 1, 2, 3, and routes 1, 4, 5, 9, 11, 12, and 50/Lake LA at Sgt. Steven Owen Memorial Park (OMP).

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Additionally, he conducted checks at the AVTA building and bus yard, and monitored routes 1, 4, 7, and 11 at the Lancaster Senior Center and Lancaster Metrolink Station. His duties further included monitoring routes 11, 12, 1, 5, 7, and 9, as well as participating in K9 training in Palmdale.

MARCH 10 (TUE)

OFF

MARCH 11 (WED)

Follow-Up: Tag PLM26070-0281

1637 Hours "Disturbance - Fight"

Lancaster Boulevard and Sierra Highway in Lancaster
(AVTA bus 40865, Route 11 Westbound)

Checked the vicinity; no one fighting. Subject were gone prior to arrival and unable to locate.

Deputy Maselli coordinated with AVTA dispatch regarding "Traffic Collision" on 17th Street West and K in Lancaster to prevent service disruptions (LAN26070-0075). He also advised AVTA dispatch regarding "Traffic Collision" on Avenue Q and Trade Center Drive in Palmdale to prevent service delays (PLM26070-0076). Further, he advised AVTA dispatch regarding "Traffic Collision" on 16th Street West and Avenue K-8 in Lancaster to prevent service delays (LAN26070-0081). Furthermore, he coordinated AVTA dispatch regarding "Traffic Collision" on 10th Street East and Avenue S in Palmdale to prevent service delays (PLM26070-0090). He advised AVTA dispatch regarding "Traffic Collision" on 25th Street West and Avenue K in Lancaster to prevent service delays (LAN26070-0185). He monitored AVTA commuter routes 785, 786, 787 and 790 during their morning runs, as well as bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC). He also oversaw routes 1, 2, 3, 1, 4, 5, 9, 11, 12, and 50/Lake LA at the Sgt. Steven Owen Memorial Park (OMP), along with the AVTA building and bus yard. Further patrol included routes 1, 4, 7, and 11 at the Lancaster Senior Center, Lancaster Metrolink Station, and additional monitoring of AVTA routes 11, 12, 1, 5, 7, and 9. He also participated in K9 training in Palmdale.

MARCH 12 (THU)

Follow-Up: Tag LAN26071-0323

2009 Hours "Assault with a Deadly Weapon"

3rd Street East and Avenue I Sierra Highway in Lancaster

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(AVTA bus 60711, Route 11 Westbound)

60-year-old black female alleged a battery but refused to speak with deputies. No evidence of a crime was found.

Deputy Maselli advised AVTA dispatch regarding "Traffic Collision" on Sierra Highway and Rancho Vista Boulevard in Palmdale to prevent service disruptions (PLM26071-0061). He also coordinated with AVTA dispatch regarding "Traffic Collision" on 25th Street East and Avenue J in Lancaster to prevent service delays (LAN26071-0088). Furthermore, he coordinated with AVTA dispatch regarding "Traffic Collision" on Avenue J-8 and 2nd Street East in Lancaster to prevent service disruptions (LAN26071-0121). He also advised AVTA dispatch regarding "Traffic Collision" on 12th Street West and Commerce Drive in Lancaster to prevent service delays (LAN26071-0161). He also responded to Sierra Highway and Lancaster Boulevard in Lancaster regarding "Disturbance – Fight" on AVTA bus 40871, route 1 Southbound. AVTA supervisor stated the disturbing parties were non-desirous. He monitored AVTA commuter routes 785, 786, 787 and 790 during their morning runs, as well as bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC). He also oversaw routes 1, 2, 3, 1, 4, 5, 9, 11, 12, and 50/Lake LA at the Sgt. Steven Owen Memorial Park (OMP), along with the AVTA building and bus yard. Further patrol included routes 1, 4, 7, and 11 at the Lancaster Senior Center, Lancaster Metrolink Station, and additional monitoring of AVTA routes 11, 12, 1, 5, 7, and 9. He also participated in K9 training in Palmdale.

MARCH 13 (FRI)

Deputy Maselli coordinated with AVTA dispatch regarding "Traffic Collision" on 10th Steet West and Avenue O in Palmdale Boulevard in Palmdale to prevent service delays (PLM26072-0104). He also responded to 10th Street West and Avenue O in Palmdale regarding a "Traffic Collision". He coordinated with AVTA dispatch and assisted bus operators with traffic control to prevent service disruptions (PLM26072-0104). Further, he conducted a high visibility "Fare Enforcement" at AVTA bus turnaround at 10th Street West and Ave K-8 in Lancaster (OMP). He also advised AVTA dispatch regarding "Traffic Collision" on 47th Street East and Palmdale Boulevard in Palmdale regarding to prevent service delays (PLM26072-0141). He maintained oversight of AVTA commuter routes 785, 786, 787 and 790 during their morning operations. His patrol duties also extended to AVTA bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC), as well as routes 1, 2, 3, 1, 4, 5, 9, 11, 12, and 50/Lake LA at Sgt. Steven Owen Memorial Park (OMP). Deputy Maselli also conducted regular checks at the AVTA building and bus yard, and monitored routes 1, 4, 7, and 11 at the Lancaster Senior

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Center, as well as the Lancaster Metrolink Station. He further oversaw routes 11, 12, and 1, 5, 7, 9, in addition to participating in K9 training in Palmdale.

MARCH 14 (SAT)

Follow-Up: Tag PLM26073-0192

1855 Hours "Battery"

10th Street West and Avenue O in Palmdale

(AVTA bus 40852, Route 1 Southbound)

Two (2) Juveniles were reported fighting on the bus. The area was checked, and no juveniles were found fighting.

MARCH 16 (MON)

Deputy Maselli coordinated with AVTA dispatch regarding "Hit and Run" on 5th Street East and Rancho Vista Boulevard in Palmdale to prevent service delays (PLM26075-0065). Further, he responded to Avenue K and Challenger Way in Lancaster regarding a "Traffic Collision". He coordinated with AVTA dispatch and assisted bus operators with traffic control to prevent service disruptions (LAN26075-0140). He maintained oversight of AVTA commuter routes 785, 786, 787 and 790 during their morning operations. His patrol duties also extended to AVTA bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC), as well as routes 1, 2, 3, 1, 4, 5, 9, 11, 12, and 50/Lake LA at Sgt. Steven Owen Memorial Park (OMP). Deputy Maselli also conducted regular checks at the AVTA building and bus yard, and monitored routes 1, 4, 7, and 11 at the Lancaster Senior Center, as well as the Lancaster Metrolink Station. He further oversaw routes 11, 12, and 1, 5, 7, 9, in addition to participating in K9 training in Palmdale.

MARCH 17 (TUE)

Deputy Maselli Deputy Maselli coordinated with AVTA dispatch regarding "Traffic Collision" on 13th Street West and Avenue K in Lancaster to prevent service delays (LAN26076-0113). He also advised AVTA dispatch regarding "Traffic Collision" on 110th Street West and Avenue K in Lancaster to prevent service disruptions (LAN26076-0129). Furthermore, He coordinated with AVTA dispatch regarding "Traffic Collision" on Challenger Way and Avenue K in Lancaster to prevent service delays (LAN26076-0152). He maintained oversight of AVTA commuter routes 785, 786, 787 and 790 during their morning operations. His patrol duties also extended to AVTA bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC), as well as routes 1, 2, 3, 1, 4, 5, 9, 11, 12, and 50/Lake LA at Sgt. Steven Owen Memorial Park (OMP). Deputy Maselli also conducted regular checks at the

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AVTA building and bus yard, and monitored routes 1, 4, 7, and 11 at the Lancaster Senior Center, as well as the Lancaster Metrolink Station. He further oversaw routes 11, 12, and 1, 5, 7, 9, in addition to participating in K9 training in Palmdale.

MARCH 18 (WED)

Deputy Maselli coordinated with AVTA dispatch regarding "Traffic Collision" on 65th Street East and Avenue K in Lancaster to prevent service disruptions (LAN26077-0155). He monitored several AVTA routes throughout the day, including commuter routes 785, 786, 787 and 790 during their morning runs, and bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC). His duties also covered monitoring routes 1, 2, 3, and routes 1, 4, 5, 9, 11, 12, and 50/Lake LA at Sgt. Steven Owen Memorial Park (OMP), as well as conducting checks at the AVTA building and bus yard. He further monitored routes 1, 4, 7, and 11 at the Lancaster Senior Center and Lancaster Metrolink Station, along with routes 11, 12, 1, 5, 7, and 9, and participated in K9 training in Palmdale.

MARCH 19 (THU)

Follow-Up: Tag LAN26078-0310

1928 Hours "Disturbance - Fight"

20th Street West and Avenue I in Lancaster
(AVTA bus 40870, Route 11 Westbound)

Two (2) adults White males were reported engaged in a physical altercation on the bus. Both parties stated the incident was mutual and declined to file a report.

Deputy Maselli advised AVTA dispatch regarding "Traffic Collision" on 40th Street West and Avenue J in Lancaster to prevent service disruptions (LAN26078-0120). He also coordinated with AVTA dispatch regarding "Traffic Collision" on Elm Avenue and Avenue J in Lancaster to prevent service delays (LAN26078-138). Furthermore, he coordinated with AVTA dispatch regarding "Traffic Collision" on 10th Street West and Avenue J-8 in Lancaster to prevent service disruptions (LAN26078-0189). He also responded to Lancaster Boulevard and Sierra Highway in Lancaster regarding an "Assault with a Deadly Weapon", and a "Man with a Gun". A Male Hispanic adult stated male Hispanic adult pointed a black handgun at him. Witnesses on AVTA bus 60913 stated they did not see a gun. Informant was intoxicated. See report, URN: 926-03971-1123-444. He monitored AVTA commuter routes 785, 786, 787 and 790 during their morning runs, as well as bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC). He also oversaw routes 1, 2, 3, 1, 4, 5, 9, 11, 12, and 50/Lake LA at the Sgt. Steven Owen Memorial Park (OMP), along with the AVTA building and bus yard. Further

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patrol included routes 1, 4, 7, and 11 at the Lancaster Senior Center, Lancaster Metrolink Station, and additional monitoring of AVTA routes 11, 12, 1, 5, 7, and 9. He also participated in K9 training in Palmdale.

MARCH 20 (FRI)

Deputy Maselli coordinated with AVTA dispatch regarding "Traffic Collision" on Division Street and Avenue Q in Palmdale to prevent service disruptions (PLM26079-0148). He maintained oversight of AVTA commuter routes 785, 786, 787 and 790 during their morning operations. His patrol duties also extended to AVTA bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC), as well as routes 1, 2, 3, 1, 4, 5, 9, 11, 12, and 50/Lake LA at Sgt. Steven Owen Memorial Park (OMP). Deputy Maselli also conducted regular checks at the AVTA building and bus yard, and monitored routes 1, 4, 7, and 11 at the Lancaster Senior Center, as well as the Lancaster Metrolink Station. He further oversaw routes 11, 12, and 1, 5, 7, 9, in addition to participating in K9 training in Palmdale.

MARCH 23 (MON)

Follow-Up: Tag LAN26082-0231

1558 Hours "Traffic Collision"

Avenue J and 5th Street East in Lancaster
(AVTA bus 40303, Route 12 Westbound)

Deputy Maselli coordinated with AVTA dispatch regarding "Traffic Collision" on 10th Street West and Rancho Vista Boulevard in Palmdale to prevent service interruptions (PLM26082-0110). He also advised AVTA dispatch regarding "Traffic Collision" on 52nd Street East and Pearblossom Highway in Palmdale to prevent service delays (PLM26082-0142). He monitored AVTA commuter routes 785, 786, 787 and 790 during their morning runs, as well as bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC). He also oversaw routes 1, 2, 3, 1, 4, 5, 9, 11, 12, and 50/Lake LA at the Sgt. Steven Owen Memorial Park (OMP), along with the AVTA building and bus yard. Further patrol included routes 1, 4, 7, and 11 at the Lancaster Senior Center, Lancaster Metrolink Station, and additional monitoring of AVTA routes 11, 12, 1, 5, 7, and 9. He also participated in K9 training in Palmdale.

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MARCH 24 (TUE)

Deputy Maselli coordinated with AVTA dispatch regarding "Traffic Hazzard" on 30th Street East and Avenue K in Lancaster to prevent service interruptions (LAN26083-0082). He monitored AVTA commuter routes 785, 786, 787 and 790 during their morning runs, as well as bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC). He also oversaw routes 1, 2, 3, 1, 4, 5, 9, 11, 12, and 50/Lake LA at the Sgt. Steven Owen Memorial Park (OMP), along with the AVTA building and bus yard. Further patrol included routes 1, 4, 7, and 11 at the Lancaster Senior Center, Lancaster Metrolink Station, and additional monitoring of AVTA routes 11, 12, 1, 5, 7, and 9. He also participated in K9 training in Palmdale.

MARCH 25 (WED)

Follow-Up: Tag PLM26084-0206

1346 Hours "Disturbance - Business"

47th Street East and Avenue S in Palmdale
(AVTA bus 30306, Route 3 Westbound)

The Disruptive party was advised to deboard the bus in accordance with AVTA's policy and procedure. He exited the bus without incident.

Follow-Up: Tag LAN26084-0278

1910 Hours "Disturbance - Business"

17th Street East and Avenue J in Lancaster
(AVTA bus 40875, Route 12 Westbound)

Three (3) adult Black males stated they were friends engaged in a verbal argument declined assistance.

Deputy Maselli coordinated with AVTA dispatch regarding "Traffic Collision" on 13th Street West and Avenue K in Lancaster to prevent service interruptions (LAN26084-0161). He maintained oversight of AVTA commuter routes 785, 786, 787 and 790 during their morning operations. His patrol duties also extended to AVTA bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC), as well as routes 1, 2, 3, 1, 4, 5, 9, 11, 12, and 50/Lake LA at Sgt. Steven Owen Memorial Park (OMP). Deputy Maselli also conducted regular checks at the AVTA building and bus yard, and monitored routes 1, 4, 7, and 11 at the Lancaster Senior Center, as well as the Lancaster Metrolink Station. He further oversaw routes 11, 12, and 1, 5, 7, 9, in addition to participating in K9 training in Palmdale.

County of Los Angeles Sheriff's Department

Antelope Valley Transit Authority

Monthly Summary

March 2026

MARCH 26 (THU)

coordinated with AVTA dispatch regarding "Traffic Collision" on Fern Avenue and Avenue I in Lancaster to prevent service interruptions (LAN26085-0176). He monitored several AVTA routes throughout the day, including commuter routes 785, 786, 787 and 790 during their morning runs, and bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC). His duties also covered monitoring routes 1, 2, 3, and routes 1, 4, 5, 9, 11, 12, and 50/Lake LA at Sgt. Steven Owen Memorial Park (OMP), as well as conducting checks at the AVTA building and bus yard. He further monitored routes 1, 4, 7, and 11 at the Lancaster Senior Center and Lancaster Metrolink Station, along with routes 11, 12, 1, 5, 7, and 9, and participated in K9 training in Palmdale.

MARCH 27 (FRI)

Follow-Up: Tag LAN26086-0186

1616 Hours "Disturbance - Fight"

20th Street East and Avenue J in Lancaster
(AVTA bus 40308, Route 12 Westbound)

Report of approximately seven (7) Black male Juveniles assaulting a transient.

The area was checked, no flag downs, no victim located, and no juveniles found.

This incident did not occur on the bus.

Deputy Maselli coordinated with AVTA dispatch regarding "Traffic Collision" on Sierra Highway and Avenue I in Lancaster to prevent service disruptions (LAN26089-0076). He monitored AVTA commuter routes 785, 786, 787 and 790 during their morning runs, along with monitoring AVTA bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC). He also kept an eye on routes 1, 2, 3, and routes 1, 4, 5, 9, 11, 12, and 50/Lake LA at Sgt. Steven Owen Memorial Park (OMP). Additionally, he conducted checks at the AVTA building and bus yard, and monitored routes 1, 4, 7, and 11 at the Lancaster Senior Center and Lancaster Metrolink Station. His duties further included monitoring routes 11, 12, 1, 5, 7, and 9, as well as participating in K9 training at the K-9 facility (SBI).

MARCH 30 (MON)

Follow-Up: Tag LAN26089-0286

2122 Hours "Found Critical - Child"

40th Street East and Palmdale Boulevard, Palmdale (South Valley Transit Center)
(AVTA bus 60314, Route 1 Northbound)

County of Los Angeles Sheriff's Department

Antelope Valley Transit Authority

Monthly Summary

March 2026

A minor ran away from home after a verbal argument with her mother. See report URN 026-04411-2608-402

Deputy Maselli coordinated with AVTA dispatch regarding "Traffic Collision" on Fern Avenue and Avenue I in Lancaster to prevent service interruptions (LAN26085-0176). Furthermore, he advised AVTA dispatch regarding attempt "Kidnapping" on Fern Avenue and Avenue I in Lancaster at AVTA bus stop (LAN26089-0125). He monitored several AVTA routes throughout the day, including commuter routes 785, 786, 787 and 790 during their morning runs, and bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC). His duties also covered monitoring routes 1, 2, 3, and routes 1, 4, 5, 9, 11, 12, and 50/Lake LA at Sgt. Steven Owen Memorial Park (OMP), as well as conducting checks at the AVTA building and bus yard. He further monitored routes 1, 4, 7, and 11 at the Lancaster Senior Center and Lancaster Metrolink Station, along with routes 11, 12, 1, 5, 7, and 9, and participated in K9 training in Palmdale.

MARCH 31 (TUE)

Deputy Maselli coordinated with AVTA dispatch regarding "Traffic Collision" on 10th Street West and Rancho Vista Boulevard in Palmdale to prevent service interruptions (PLM26090-0112). Furthermore, he responded to Fern Avenue and Jackman Street in Lancaster regarding "Disturbance – Business" on AVTA Bus 60912, Route 1 Southbound. Disturbing party deboarded the bus and left the area. He monitored AVTA commuter routes 785, 786, 787 and 790 during their morning runs, as well as bus routes 1, 3, 7, and 51/Lake LA at the Palmdale Transportation Center (PTC). He also oversaw routes 1, 2, 3, 1, 4, 5, 9, 11, 12, and 50/Lake LA at the Sgt. Steven Owen Memorial Park (OMP), along with the AVTA building and bus yard. Further patrol included routes 1, 4, 7, and 11 at the Lancaster Senior Center, Lancaster Metrolink Station, and additional monitoring of AVTA routes 11, 12, 1, 5, 7, and 9. He also participated in K9 training in Palmdale.

County of Los Angeles Sheriff's Department

Antelope Valley Transit Authority

Monthly Summary

March 2026

CRIME – TRANSIT SAFETY

- **ASSAULT WITH A DEADLY WEAPON**

The incident was reported by the AVTA bus operator.

20th Street East and Avenue J in Lancaster

(AVTA bus 40301, Route 11 Westbound at the AVTA Bus Stop)

Victim stated that a White, Male approximately 20 years of age and White, Male approximately 30 years of age attempted to rob them. During the incident suspects assaulted the victims. Both victims were subsequently transported to Antelope Valley Hospital for medical treatment.

This incident did not occur on the bus.

3rd Street East and Avenue I Sierra Highway in Lancaster

(AVTA bus 60711, Route 11 Westbound)

60-year-old black female alleged a battery but refused to speak with deputies. No evidence of a crime was found.

Lancaster Boulevard and Sierra Highway in Lancaster

A Male Hispanic adult stated male Hispanic adult pointed a black handgun at him. Witnesses on AVTA bus 60913 stated they did not see a gun. Informant was intoxicated. ***See report, URN: 926-03971-1123-444.***

- **HIGH VISIBILITY FARE ENFORCEMENT**

High visibility "Fare Enforcement" at AVTA bus turnaround at 10th Street West and Ave K-8 in Lancaster (OMP).

High visibility "Fare Enforcement" at AVTA bus turnaround at 10th Street West and Ave K-8 in Lancaster (OMP).

- **ATTEMPT SUICIDE**

5th Street East and Avenue I in Lancaster

(Adjacent to AVTA bus stop, route 11)

This incident did not occur on the bus. Transit safety only.

County of Los Angeles Sheriff's Department

Antelope Valley Transit Authority

Monthly Summary

March 2026

- **PETE KNIGHT HIGH SCHOOL (BUS STOP)**

Tracked the AVTA bus 60710, route 98 Westbound, from 37423 70th Street East in Palmdale "Knight High School" to 47th Street East and Avenue S to 47th Street East and Avenue R to 40th Street East and Palmdale Boulevard to Palmdale Transportation Center. All students boarded and de-boarded the bus in an orderly manner without incident.

DISTURBANCE - FIGHT

Lancaster Boulevard and Sierra Highway in Lancaster
(AVTA bus 40865, Route 11 Westbound)

Checked the vicinity; no one fighting. Subject were gone prior to arrival and unable to locate.

Sierra Highway and Lancaster Boulevard in Lancaster
(AVTA bus 40871, route 1 Southbound)

AVTA supervisor stated the disturbing parties were non-desirous.

- **BATTERY**

10th Street West and Avenue O in Palmdale
(AVTA bus 40852, Route 1 Southbound)

Two (2) Juveniles were reported fighting on the bus. The area was checked, and no juveniles were found fighting.

20th Street West and Avenue I in Lancaster
(AVTA bus 40870, Route 11 Westbound)

Two (2) adults White males were reported engaged in a physical altercation on the bus. Both parties stated the incident was mutual and declined to file a report.

- **DISTURBANCE – BUSINESS**

47th Street East and Avenue S in Palmdale
(AVTA bus 30306, Route 3 Westbound)

The Disruptive party was advised to deboard the bus in accordance with AVTA's policy and procedure. He exited the bus without incident.

County of Los Angeles Sheriff's Department

Antelope Valley Transit Authority

Monthly Summary

March 2026

17th Street East and Avenue J in Lancaster
(AVTA bus 40875, Route 12 Westbound)

Three (3) adult Black males stated they were friends engaged in a verbal argument declined assistance.

20th Street East and Avenue J in Lancaster
(AVTA bus 40308, Route 12 Westbound)

Report of approximately seven (7) Black male Juveniles assaulting a transient. The area was checked, no flag downs, no victim located, and no juveniles found. ***This incident did not occur on the bus.***

Fern Avenue and Jackman Street in Lancaster
(AVTA Bus 60912, Route 1 Southbound)

Disturbing party deboarded the bus and left the area.

1928 Hours "Disturbance - Fight"

20th Street West and Avenue I in Lancaster
(AVTA bus 40870, Route 11 Westbound)

Two (2) adults White males were reported engaged in a physical altercation on the bus. Both parties stated the incident was mutual and declined to file a report.

- **ATTEMPT KIDNAPPING**

Fern Avenue and Avenue I in Lancaster
(AVTA bus stop)

- **FOUND CRITICAL (CHILD)**

40th Street East and Palmdale Boulevard, Palmdale
(South Valley Transit Center)
(AVTA bus 60314, Route 1 Northbound)

A minor ran away from home after a verbal argument with her mother. See report URN 026-04411-2608-402

TRANSIT SAFETY, SERVICE DISRUPTIONS & TRAFFIC DELAYS

- **TRAFFIC COLLISION AND RESCUE RESPONDING**

- Avenue L and 20th Street West in Lancaster
- 45th Street West and Avenue M in Lancaster
- Avenue M and 14 Freeway in Palmdale

County of Los Angeles Sheriff's Department

Antelope Valley Transit Authority

Monthly Summary

March 2026

- 15th Street West and Avenue L in Lancaster
- 30th Street West and Avenue J in Lancaster
- 21st Street West and Avenue L in Lancaster
- 70th Street East and Palmdale Boulevard in Palmdale
- Sierra Highway and Palmdale Boulevard in Palmdale
(AVTA bus 60318, Route 1 Southbound)
URN: 926-03353-2610-472
- Sierra Highway and Avenue S in Palmdale
- 5th Street East and Palmdale Boulevard in Palmdale
- 17th Street West and K in Lancaster
- Avenue Q and Trade Center Drive in Palmdale
- 16th Street West and Avenue K-8 in Lancaster
- 10th Street East and Avenue S in Palmdale
- 25th Street West and Avenue K in Lancaster
- Sierra Highway and Rancho Vista Boulevard in Palmdale
- 25th Street East and Avenue J in Lancaster
- Avenue J-8 and 2nd Street East in Lancaster
- 12th Street West and Commerce Drive in Lancaster
- 10th West and Avenue O in Palmdale Boulevard in Palmdale
- 10th Street West and Avenue O in Palmdale
- 47th Street East and Palmdale Boulevard in Palmdale
- 5th Street East and Rancho Vista Boulevard in Palmdale
- Avenue K and Challenger Way in Lancaster
- 13th Street West and Avenue K in Lancaster
- 110th Street West and Avenue K in Lancaster
- Challenger Way and Avenue K in Lancaster
- 65th Street East and Avenue K in Lancaster
- 40th Street West and Avenue J in Lancaster
- Elm Avenue and Avenue J in Lancaster
- 10th Street West and Avenue J-8 in Lancaster
- Division Street and Avenue Q in Palmdale
- Avenue J and 5th Street East in Lancaster
(AVTA bus 40303, Route 12 Westbound)
TAG: LAN26082-0231
- 10th Street West and Rancho Vista Boulevard in Palmdale
- 52nd Street East and Pearblossom Highway in Palmdale
- Fern Avenue and Avenue I in Lancaster
- Sierra Highway and Avenue I in Lancaster
- 10th Street West and Rancho Vista Boulevard in Palmdale
- Fern Avenue and Avenue I in Lancaster

County of Los Angeles Sheriff's Department

Antelope Valley Transit Authority

Monthly Summary

March 2026

- **TRAFFIC HAZARD**

- 15th Street West and Avenue L in Lancaster
- 30th Street East and Avenue K in Lancaster

- **WARNINGS**

Deputy Maselli warned and advised regarding “Drinking an Alcoholic Beverage in Public”, “Failure to Obey Posted Sign”, and “No Smoking” at the transit centers.

AVTA BUS STOPS & BUS BAYS

Deputy Maselli checked, monitored, and cleared an estimated seventy-five (75) AVTA bus stops throughout the city of Palmdale and Lancaster daily. He conducted high visibility crime deterrence patrol with his K-9 DOC Holliday at various bus stops and transportation centers.

During the month of March, Deputy Maselli and his K-9 partner "Doc Holliday" logged a total of 210 work hours. At the start of each shift, Deputy Maselli proactively engaged with bus operators, addressing any concerns or issues from the day before and discussing any ongoing challenges. On average, he contacted 25-30 bus operators daily throughout the month.



DATE: April 28, 2026

TO: BOARD OF DIRECTORS

SUBJECT: Marketing and Communications Log

RECOMMENDATION:

Receive and File

FISCAL IMPACT:

Not Applicable

BACKGROUND:

Marketing and Communication Log for March 12 through April 8, 2026.

Prepared by:

Submitted by:

James Royal
Director of Marketing

Martin J. Tompkins
Executive Director/CEO

Attachment(s):

Marketing and Communications Log - March 12 through April 8, 2026

Marketing and Communications Log March 12 through April 8, 2026

April 28, 2026

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M E M O R A N D U M

DATE: April 8, 2026
TO: Board of Directors
FROM: James Royal, Director of Marketing
SUBJECT: Marketing and Communications Log

Between March 12, 2026, and April 8, 2026, the Marketing and Communications Department handled press and outreach activities chronicled in the log below. The department sent out no press releases and received 4 mentions in news or online articles.

AVTA also participated in local community outreach at the following events: US Congressman George Whitesides visit and tour of AVTA facility, Travel Training/Outreach at AV Lancaster Senior Center, Littlerock Rural Town Council Meeting Presentation on Proposed Service Changes, Salute to Youth at Plant 42 – AVUHSD, Lake LA Rural Town Council Meeting - Presentation on Proposed Service Changes, Pearblossom Rural Town Council Meeting - Presentation on Proposed Service Changes, LBC Business Leaders Luncheon, AVEDGE Spring Summit, Sun Village Rural Town Council Meeting - Presentation on Proposed Service Changes, Lancaster City Council - Recognition of Chairman Crist, Public Community Meeting on 2027 Service Change Outreach and Feedback Collection, City of Lancaster Bunny Hop, AV Chambers of Commerce Luncheon

MARKETING AND COMMUNICATIONS LOG
April 28, 2026, BOARD MEETING

Date	Publication	Topic	Type
March 19, 2026	Twitter/X	George Whitesides Social Media Post	AVTA Mention
March 26, 2026	Valley Press	Lancaster council pays tribute to Crist	AVTA Mention
March 27, 2026	Reddit	AVTA Proposed Changes for 2027	Proposed 2027 Service Changes Posted
April 05, 2026	Reddit	Antelope Valley AVTA Route 786 MCI Electric Commuter Coach	AVTA Mention



Rep. George Whitesides  
@Rep_Whitesides



Thanks to the Antelope Valley Transit Authority for showing me what goes into the important work they do everyday for our community.

AVTA is the first in the nation to have a fully battery powered public transit fleet, demonstrating that serving our communities and protecting the environment can go hand in hand.



 You

9:12 AM · Mar 16, 2026 · 215 Views

Antelope Valley Press

Lancaster council pays tribute to Crist Retirement follows nearly 16 years on council

By ALAN HENDRY Valley Press Staff Writer Mar 26, 2026 Updated Mar 27, 2026  0



Lancaster City Council member Marvin Crist (seated, second from left) is applauded by fellow councilmembers (from left), Ken Mann, Mayor R. Rex Parris and Lauren Hughes-Leslie, along with audience members, after he was honored for his retirement after nearly 16 years on the council.

ALAN HENDRY/Valley Press

LANCASTER — The Lancaster City Council meeting had a lengthy and emotional tribute to Lancaster Vice Mayor Marvin Crist on Tuesday afternoon, marking his retirement from the City Council.

Crist, who first joined the council in April 2010, announced he would not seek re-election in the April 14 election.

The tribute came at before the regular business of the council.

“Thank you, everyone. I really appreciate it,” Crist said. “I appreciate it, but there’s a lot more work to be done, and thank you, thank you all for being here.”

A lengthy video was played, filled with a wide array of people congratulating and thanking Crist. The first cut of the video was over 45 minutes long, filled with local politicians and community and religious leaders.

After the 13-minute video, the audience in the council chambers gave Crist a standing ovation.

“You being on the council was the best thing that happened to this city,” Lancaster Mayor R. Rex Parris said. “You have always been there for me. I don’t know how we’ll replace him.”

Marketing and Communications Log March 12 through April 8, 2026

April 28, 2026

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Crist was born in the Antelope Valley in 1955 and went to school with Parris.

Crist got choked up a few times while addressing the meeting.

After the video tribute, another large group of people thanked Crist and shared stories about him, one by one walking to the microphone to address the council meeting.

"It is the dedication that I see throughout the community that keeps us . . .," said Crist, taking a moment.

A member of the audience broke the silence with "We love you, Marvin."

"My family has put up with a lot. They tolerated me, being there when, at the city, I should have been with them," Crist said. "But, we have a great city, and it's worth fighting for. We have great friends.

"We just have good people, good leaders, and we need to all step up and continue progress. The progress from the fairgrounds to Antelope Valley Transit Authority to other things, but this entire community is built on a partnership, a partnership that we all have to continue. It's important for me to step aside for other leaders to come up. I truly believe that's important, that the Cynthia Hernandez of the world, that they get the opportunity to take a step up and show what they can do for this community."

Crist said he will continue to serve on various boards in the Antelope Valley.

He presides over the AVTA, serves as chair pro tem for the County Sanitation District 14, is chair for the Antelope Valley Fair's Joint Powers Authority board of directors, is chair of North County Transportation Coalition and chairs the board of the Antelope Valley Air Quality Management District.

"We had a council debate the other day, and we had six people up there. Five of them were saying, 'What's the best way to give everybody everything that they wanted?' That's not what this community's built on," Crist said. "This community is built from working together. It's built on working to see how we can make it work together. If you see that new building, the Parris Center, at the fairgrounds, that's the work of everybody in this entire community, or the school district, from City of Palmdale, City of Lancaster, the state, the county, everybody, who's hearts is in that. I truly believe that facility will change the face of this city."

Crist said he was proud of the work the council has done during his tenure.

"You're gonna see some crime statistics that are unbelievable," Crist said. "That what we're doing with the police department is working. What we're doing with Parks and Rec is working. What we're doing with finance. When I started, we had \$11 million in reserves. I think we have a little over \$47 million. So we're billing things, we're doing things, but we're doing them correctly.

"I just want to thank all of you for giving us the opportunity and the trust for us to be able to do it. Thank you."

The tribute lasted nearly an hour and a half and was capped with a large group photo with everyone in attendance.

Six people filed paperwork as candidates for council for the April 14 municipal election. Two four-year council seats will be up for election, which will be an all-mail ballot election.

Current councilmember Raj Malhi, Cynthia Hernandez, Cedric White, Rocio Castellanos, Nicolle Blackwood, Renage Garrison and Danielle Harper filed paperwork for the election.

← **M** r/LAMetro • 12d ago
Exlyo_lucent373

AVTA Proposed Changes for 2027



Information: <https://www.avta.com/proposed-service-changes---coming-in-2027>

Antelope Valley Transit Authority is planning to make major route changes for 2027.

The changes include:

- Merging Lines 50 and 51 as a new Line 19 to improve consistency. Frequency improved to every 90 minutes instead of every 2+ hours.
- Extension of Lines 2 and 3 east serve East Palmdale. Both lines would see minor frequency reduction from every 30 minutes to every 35 minutes.
- Extension of Line 5 to Kaiser Permanente on Avenue L. Frequency reduced from every 75 minutes to every 80 minutes.
- Line 12 reroutes to replace the northwestern portion of Line 11. Line 11 instead would provide a more direct route, shifting services west of 20th St to Line 12. Frequency for both lines would be unchanged.
- Line 1 has no route changes. Frequency reduced to every 30 minutes weekdays instead of every 15 minutes. Saturday service reduced from every 30 minutes to every 45 minutes. Line 1 would end service earlier at 10:00PM instead of midnight on weekdays and from 9:00PM to 7:00PM on weekends. Time span would also be reduced with service starting later at 5:45AM instead of 5:00AM on weekdays, and 7:00AM on weekends.

Proposed schedules:

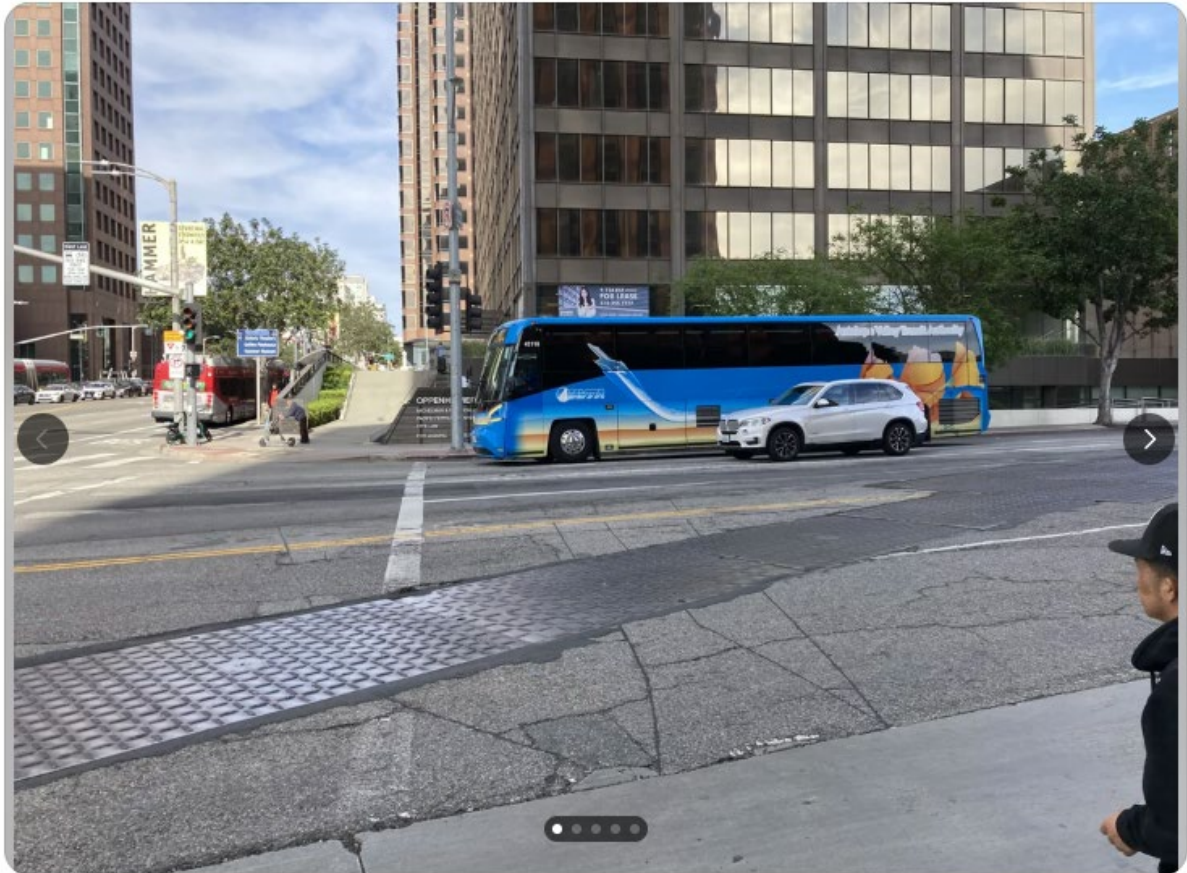
<https://www.avta.com/userfiles/files/Proposed%202027%20Local%20route%20time%20changes%20by%20route.pdf>



r/LAMetro • 3d ago
SlepyB



Antelope Valley AVTA Route 786 MCI Electric Commuter Coach



Antelope Valley Transit Authority AVTA BEB Electric Over-the-Road Coach

AVTA #45118 MCI D45 CRT LE CHARGE Wilshire / Westwood

👍 42 🗨️ 2



DATE: April 28, 2026

TO: BOARD OF DIRECTORS

SUBJECT: Amend the Agency's Classification and Salary Schedule

RECOMMENDATION

Approve the amendment of the Agency's Classification and Salary Schedule to reclassify the Clerk of the Board position to the Clerk of the Board/Executive Assistant position and reclassify the Contracts/DBE Administrator position to Contracts/DBE and Records Management Administrator.

FISCAL IMPACT

The Clerk of the Board/Executive Assistant position will continue to be classified within Range 6 (Min. \$78,900 – Max. \$122,923.63). Similarly, the Contracts/DBE and Records Management Administrator position will remain in Range 7 (Min. \$70,795.56 – Max. \$110,297.18).

Effective April 23, 2026, the agency's current Executive Assistant/Records Management Technician position will be vacated. The duties previously assigned to this role will be redistributed between the two reclassified positions. As a result of this adjustment, the agency's total headcount will be reduced by one.

These changes will result in a net savings of approximately \$67,487.68. This amount has been budgeted to cover the maximum allowable merit increase for employees' wages. Future salary increases have already been considered in the proposed fiscal year 2025/2026 budget and will also be included in subsequent proposed budgets.

BACKGROUND

The proposal to reclassify the Clerk of the Board/Executive Assistant and Contracts/DBE and Records Management Administrator positions is driven by the current and anticipated workload requirements. These changes are designed to more effectively manage responsibilities within the agency, ensuring that organizational performance objectives are met and continually improved.

Amend the Agency's Classification and Salary Schedule

April 28, 2026

Page 2

It is important to note that the Authority's Classification and Salary Schedule will remain unchanged for the Executive Assistant/Records Management Technician position. The position will not be removed from the schedule, preserving the existing structure while adapting to the agency's evolving needs.

Prepared by:

Submitted by:

Amber Johnson
Human Resources & EEO Manager

Martin J. Tompkins
Executive Director/CEO



DATE: April 28, 2026

TO: BOARD OF DIRECTORS

SUBJECT: Election of Board Officers for Fiscal Year 2026/2027 (FY 2027)

RECOMMENDATION

Nominate and elect a Chair and Vice Chair for FY 2027.

FISCAL IMPACT

There is no fiscal impact.

BACKGROUND

Pursuant to Bylaws Section 4.50, Board officer elections are conducted annually. The election process specifically allows the Board to nominate and elect from its membership a Chair and Vice Chair, each from a different member agency, to take office as of July 1. The term of the Chair and Vice Chair shall be one (1) year.

If the Chair position is vacated for any reason before the full term is served, the Vice Chair becomes Chair, and a new Vice Chair shall be nominated and elected. If the Vice Chair position is vacated for any reason before the full term is served, a new Vice Chair shall be selected from the jurisdiction of the departing Vice Chair to fill the remainder of the term.

Prepared by:

Submitted by:

DeeAnna Cason
Clerk of the Board

Martin J. Tompkins
Executive Director/CEO



NB 2

DATE: April 28, 2026

TO: BOARD OF DIRECTORS

SUBJECT: Authorization for Land Purchase from City of Lancaster

RECOMMENDATION:

Authorize the Executive Director/CEO to enter into a Land Purchase and Sale Agreement with the City of Lancaster as well as execute all related documents. Parcels to be purchased are as follows. Assessor's Parcel Numbers: 3128-013-909, 3128-010-900, 3128-013-910, 3128-013-907, 3128-013-001, 3128-013-911, and 3128-013-908.

FISCAL IMPACT:

The total purchase price for the Property shall be the sum of Three Million Six Hundred Sixty-Eight Thousand Dollars (\$3,668,000.00). This sum is to be paid in nine (9) equal annual payments, plus a ten percent (10%) down payment at contract signing. AVTA would sign a promissory note for these payments, with the first payment being due in April 2027. There is no interest over the term and no penalty for early payoff. No federal monies will be used toward this purchase.

BACKGROUND:

Antelope Valley Transit Authority has been working for multiple years to implement a plan with the goal of bringing price stability and predictability to an unpredictable and volatile Energy marketplace. The purchase of this land will allow us to proceed with a solar project and provide room to grow in the future if required.

Cecil R. Foust
Director of Contracts & Procurement

Martin J. Tompkins
Executive Director/CEO

Attachment(s): A – Purchase and Sale Agreement

**PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

This **PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS** (this “Agreement”) is made and entered into as of April 28, 2026 (the “Effective Date”), by and between the **CITY OF LANCASTER**, a California municipal corporation and charter city (the “Seller”), and **ANTELOPE VALLEY TRANSIT AUTHORITY**, a joint powers authority (the “Buyer”). The Seller and Buyer are individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

A. Seller is the fee owner of that certain unimproved real property situated in Los Angeles County and designated Assessor’s Parcel Numbers 3128-013-909, 3128-010-900, 3128-013-910, 3128-013-907, 3128-013-001, 3128-013-911, and 3128-013-908 (the “Real Property”). The Real Property is legally described in the Legal Description attached hereto as Exhibit A and incorporated herein.

B. The Real Property is exempt from the requirements of the Surplus Land Act (Cal. Gov’t Code §§ 54220–54234) (“Surplus Land Act”) pursuant to Government Code section 54221(f)(1)(D), as the conveyance is being made to another public agency.

C. Seller has offered to sell to Buyer the Real Property described herein for the price and subject to the terms set forth below. Buyer has considered the offer by Seller and agreed to buy from Seller the Real Property, as more specifically described below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Purchase and Sale. Seller hereby agrees to sell the Real Property to Buyer, and Buyer hereby agrees to purchase the Real Property from Seller, on the terms and conditions set forth in this Agreement.

2. Payment of Consideration. The total purchase price for the Property shall be the sum of Three Million Six Hundred Sixty Eight Thousand Dollars (\$3,668,000.00) (the “Purchase Price”). The Purchase Price shall be payable by Buyer as set forth in this Section 2.

2.1 Cash Payment. Buyer shall deposit Three Hundred Sixty Six Thousand Eight Hundred Dollars (\$366,800.00) in immediately available funds, cash, cashier’s check, or through wire transfer of funds into Escrow (as defined below) prior and as a condition precedent to the close of Escrow.

2.2 Promissory Note. Buyer shall deposit a promissory note in the principal amount of Three Million Three Hundred One Thousand Two Hundred Dollars (\$3,301,200.00), the form of which is attached hereto as Exhibit C and incorporated herein (“Promissory Note”), which shall be secured by a deed of trust, the form of which is attached hereto as Exhibit D and incorporated herein (“Deed of Trust”), into Escrow prior and as a condition precedent to the close of Escrow.

3. Escrow and Independent Consideration.

(a) Opening of Escrow. For the purposes of this Agreement, the escrow (“Escrow”) shall be deemed opened (“Opening of Escrow”) on the date that First American Title Company (“Escrow Holder”) receives a copy of this Agreement fully executed by Buyer and Seller. Buyer and Seller shall use their best efforts to cause the Opening of Escrow to occur on or before five (5) business days after the Effective Date. Escrow Holder shall promptly notify the Buyer and Seller in writing of the date of the Opening of Escrow. Buyer and Seller agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions or other instruments reasonably required by Escrow Holder to consummate the transaction contemplated by this Agreement; provided, however, that no such instruments shall be inconsistent or in conflict with, amend or supersede any portion of this Agreement. If there is any conflict or inconsistency between the terms of such instruments and the terms of this Agreement, then the terms of this Agreement shall control. Without limiting the generality of the foregoing, no such instruments shall extinguish any obligations imposed by this Agreement or any other agreement between Seller and Buyer.

(b) Closing. For purposes of this Agreement, the “Closing” shall be the date the Deed (as defined below) is recorded pursuant to applicable law in the county in which the Real Property is located. Unless changed in writing by Buyer and Seller, the Closing shall occur on June 27, 2026 (“Closing Date”), or as soon thereafter as the conditions precedent to closing are satisfied pursuant to Sections 6 and 7 of this Agreement.

If the Closing has not, for any reason, occurred by December 27, 2026 (“Outside Closing Date”), then either Buyer or Seller may terminate this Agreement by delivering written notice to the other at any time after the Outside Closing Date; provided, however, that if either party is in default under this Agreement at the time of such termination, then such termination shall not affect the rights and remedies of the non-defaulting party against the defaulting party.

4. Seller’s Delivery of Real Property and Formation Documents. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer the following items (collectively, the “Property Documents”):

(a) Such proof of Seller’s authority and authorization to enter into this Agreement and to consummate this transaction as may be reasonably requested by Buyer, Escrow Holder, and/or Title Company (as defined in Section 6) consistent with the terms of this Agreement.

In addition, Seller shall cause Escrow Holder to obtain and deliver to Buyer a Natural Hazard Report as provided for under Sections 1102 and 1103 of the California Civil Code (the “Natural Hazard Report”) on or before May 28, 2026 (“Soil and Title Contingency Date”).

5. Buyer’s Right of Entry. From and after the Opening of Escrow through the earlier to occur of the termination of this Agreement or the Soil and Title Contingency Date, or as otherwise agreed in writing by Seller prior to entry is affected, Buyer and Buyer’s employees, agents, consultants and contractors shall have the right to enter upon the Real Property during normal business hours, provided reasonable prior notice has been given to Seller.

(a) Investigation of Real Property. In addition to the foregoing, Buyer shall have the right, at Buyer's sole cost and expense, prior to the Soil and Title Contingency Date, to engage Buyer's own environmental consultant (the "Environmental Consultant") to make such investigations as Buyer deems necessary or appropriate, including any "Phase 1" or "Phase 2" investigations of the Real Property. If, based upon such evaluation, inspections, tests, or investigation, Buyer does not wish to proceed with the purchase of the Real Property based upon the condition of the Real Property, Buyer may cancel this Agreement by giving written notice of termination to Seller on or before the Soil and Title Contingency Date. If Buyer does not cancel this Agreement on or before the Soil and Title Contingency Date, Buyer shall be deemed to have approved the evaluation, inspections, and tests as provided herein and to have elected to proceed with this transaction on the terms and conditions of this Agreement. Buyer shall provide a copy to Seller of all reports and test results provided by Buyer's Environmental Consultant promptly after receipt by the Buyer of any such reports and test results without any representation or warranty as to their accuracy or completeness.

Buyer shall bear all costs, if any, associated with restoring the Real Property to substantially the same condition prior to its testing by or on behalf of Buyer if requested to so do by Seller but excluding any latent defects or Hazardous Materials (as defined below) discovered by Buyer during investigation of the Real Property. Buyer agrees to indemnify, protect, defend (with counsel satisfactory to Seller) and hold Seller and the Real Property free and harmless from and against all costs, claims, losses, liabilities, damages, judgments, actions, demands, attorneys' fees or mechanic's liens arising out of or resulting from any entry or activities on the Real Property by Buyer, Buyer's agents, contractors or subcontractors and the contractors and subcontractors of such agents, but in no event shall the indemnity of this Section include the discovery of pre-existing conditions by Buyer or any such liabilities, costs, etc. arising from the negligence or willful misconduct of Seller and/or its consultants. The indemnity obligations of Buyer set forth in this Section 5(a) shall survive any termination of this Agreement or the Close of Escrow.

"Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §6901 *et seq.*

(b) No Warranties as to Real Property. The physical condition and possession of the Real Property, is and shall be delivered from Seller to Buyer in an "as is" condition, with no

warranty expressed or implied by Seller, including without limitation, the presence of Hazardous Materials or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Real Property for development purposes. In addition, Seller makes no representations, warranties, or assurances concerning the Real Property, its suitability for any particular use or with regard to the approval process for entitlements as to the Real Property.

(c) Buyer Precautions after Closing. Upon and after the Closing, Buyer shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Real Property. Such precautions shall include compliance with all laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the State of California, the County of Los Angeles, the City of Lancaster, or any other political subdivision in which the Real Property is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over the Real Property (“Governmental Requirements”) with respect to Hazardous Materials.

6. Buyer’s Conditions Precedent and Termination Right.

(a) Conditions Precedent. The Closing and Buyer’s obligation to consummate the purchase of the Real Property under this Agreement are subject to the timely satisfaction or written waiver of the following conditions precedent (collectively, “Buyer’s Contingencies”), which are for Buyer’s benefit only.

(i) Title Review. Within ten (10) calendar days after the Opening of Escrow, Seller shall cause First American Title (“Title Company”) to deliver to Buyer a preliminary title report (the “Report”) describing the title to the Real Property, together with copies of the plotted easements and the exceptions (the “Exceptions”) set forth in the Report; provided that the cost of the Report shall be borne by Seller. Seller acknowledges that the Buyer’s Title Policy (as defined below) shall include an endorsement against the effect of any mechanics’ liens; Seller will provide such indemnity or other assurances as necessary to induce the Title Company to provide such endorsement. On or before the Soil and Title Contingency Date, Buyer shall have approved in writing, in Buyer’s sole discretion, any matters of title disclosed by the following (collectively, the “Title Documents”): (i) the Report; (ii) the Exceptions; (iii) the legal description of the Real Property and (iv) any survey Buyer desires to obtain at Buyer’s sole cost and expense. Buyer shall have the same rights to approve or disapprove any exceptions to title that are not created by Buyer and that come into existence after issuance of the Report but prior to Closing. Seller shall, on or before the Closing, remove all deeds of trust, mortgages, and delinquent taxes (but not the lien for any real property taxes or assessments not yet delinquent).

(ii) Buyer’s Title Policy. On or before the Closing, Title Company shall, upon payment (by Buyer) of Title Company’s premium, have agreed to issue to Buyer, a standard ALTA owner’s policy of title insurance insuring only as to matters of record title (“Buyer’s Title Policy”) in the amount of the Purchase Price showing fee title to the Real Property vested solely in Buyer and subject only to the (i) the standard, preprinted exceptions to Buyer’s Title Policy; (ii) liens to secure payment of real estate taxes or assessments not yet delinquent; (iii) matters affecting the Real Property created by or with the written consent of Buyer; and (iv) those matters specifically approved in writing by Buyer. Buyer shall have the right, at its sole cost and expense, to obtain coverage beyond that offered by a Standard Buyer’s Title Policy (such as an owner’s extended coverage ALTA policy); provided, however, that Buyer’s ability to obtain such extended coverage shall not be a Buyer’s

Contingency and Buyer's obligations hereunder shall in no way be conditioned or contingent upon obtaining such extended coverage. Buyer shall have sole responsibility for obtaining and bearing the cost of, any endorsements and for any survey or other matters required by the Title Company for such extended coverage.

In the event Buyer enters into a loan agreement to generate moneys to purchase the Real Property from Seller under this Agreement, Buyer and not Seller shall be responsible for the title insurance, closing costs, and any other costs, fees, or expenses in relation to Buyer obtaining such loaned moneys. The sale shall be all cash to Seller.

(iii) Physical and Legal Inspections and Studies. On or before the Soil and Title Contingency Date, Buyer shall have approved in writing, in Buyer's sole and absolute discretion, the results of any physical and legal (but not feasibility or economic) inspections, investigations, tests, and studies Buyer elects to make or obtain, including, but not limited to, investigations with regard to zoning, building codes, and other governmental regulations; engineering tests; soils, seismic and geologic reports; environmental audits, inspections, and studies; environmental investigation or other invasive or subsurface testing; and any other physical or legal inspections and/or investigations as Buyer may elect to make or obtain.

(iv) Natural Hazard Report. Seller shall cause the Escrow Holder to provide to Buyer prior to the Soil and Title Contingency Date the Natural Hazard Report described in Section 8(a)(iii) of this Agreement; provided that Seller shall bear the cost to prepare such Natural Hazard Report.

(v) Property and Formation Documents. On or before the Soil and Title Contingency Date, Buyer shall have approved in writing, in Buyer's reasonable discretion, the terms, conditions and status of all of the Property Documents.

(vi) Delivery of Documents. Seller's delivery of all documents described in Section 8, below.

(vii) Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall be materially true and correct as of the date made and as of the Closing.

(viii) Title Company Confirmation. The Title Company shall have confirmed that it is prepared to issue the Buyer's Title Policy consistent with the provisions of this Agreement.

(ix) No Default. As of the Closing, Seller shall not be in default in the performance of any material covenant or agreement to be performed by Seller under this Agreement.

(b) Termination Right. Should any of Buyer's Contingencies not be met by the respective times set forth for the satisfaction of such contingency (and without regard to whether all such contingencies have been removed or satisfied), Buyer may, by written notice to Seller, terminate this Agreement; such termination rights shall be in addition to those termination rights of Buyer as set forth in this Agreement. If this Agreement is so terminated, and provided such termination is not the

result of Seller's breach of or default under this Agreement, then (except to the extent expressly allocated to one party hereto by this Agreement) any escrow, title or other cancellation fees shall be paid by Buyer.

(c) **Seller's Cure Right.** Buyer shall notify Seller in writing of Buyer's disapproval or conditional approval of any Title Documents. Seller shall then have the right, but not the obligation, to (i) remove from title any disapproved or conditionally approved Exception(s) (or cure such other title matters that are the basis of Buyer's disapproval or conditional approval of the Title Documents) within five (5) business days after Seller's receipt of Buyer's Termination Notice, or (ii) provide assurances reasonably satisfactory to Buyer that such Exception(s) will be removed (or other matters cured) on or before the Closing. With respect to any such Exception, it shall be sufficient for purposes hereof for Seller to commit in writing, within the applicable period, to remove such Exception at or before the Closing. Seller's failure to remove such Exception after committing to do so shall be a default hereunder. An Exception shall be deemed removed or cured if Seller furnishes Buyer with evidence that the Title Company will issue the Buyer's Title Policy, as defined herein, at the Closing deleting such Exception or providing an endorsement (at Seller's expense) reasonably satisfactory to Buyer concerning such Exception. If Seller cannot or does not remove or agree to remove any of the disapproved Exception(s) (or cure other matters) within such five (5) business day period, Buyer shall have three (3) business days after the expiration of such five (5) business day period to give Seller written notice that Buyer elects to proceed with the purchase of the Real Property subject to the disapproved Title Document(s), it is understood that Buyer shall have no further recourse against Seller for such disapproved Title Exception(s).

7. Seller's Conditions Precedent and Termination Right. The Closing and Seller's obligations with respect to the transaction contemplated by this Agreement are subject to the timely satisfaction or written waiver of the following condition precedent ("Seller's Contingencies"), which are for Seller's benefit only:

(a) **Completion of Title Review.** Seller shall have received written confirmation from Buyer on or before the Soil and Title Contingency Date that Buyer has completed its review of title and that the condition of title is satisfactory.

(b) **Confirmation Concerning Site.** Seller shall have received written confirmation from Buyer on or before the Soil Contingency Date that Buyer has reviewed the condition of the Real Property, including without limitation concerning Hazardous Materials, zoning and suitability, and approves the condition of the Real Property.

(c) **Confirmation Regarding Buyer's Title Policy.** Seller shall have received written confirmation from Buyer on or before the Soil and Title Contingency Date that Buyer has approved a Title policy.

(d) **Liens.** Seller shall have obtained the consent of any lien holder to the release of such liens prior to or concurrent with closing.

(e) **Delivery of Documents.** Buyer's delivery of all documents described in Section 9(a), below.

Should any of Seller's Contingencies not be met by the respective times set forth for the

satisfaction for such contingency (and without regard to whether all such contingencies have been removed or satisfied) and Seller has so informed Buyer, Seller may, by written notice to Buyer, terminate this Agreement; such termination rights shall be in addition to any other termination rights of Seller as set forth in this Agreement. If this Agreement is so terminated, and provided such termination is not the result of Buyer's breach of or default under this Agreement, then (except to the extent expressly allocated to one party hereto by this Agreement) any escrow, title or other cancellation fees shall be paid by Seller.

8. Seller's Deliveries to Escrow Holder.

(a) Seller's Delivered Documents. At least one (1) business day prior to the Closing Date, Seller shall deposit or cause to be deposited with Escrow Holder the following items, duly executed and, where appropriate, acknowledged ("Seller's Delivered Items"):

(i) Deed. The original executed and acknowledged grant deed, the form of which is attached hereto as Exhibit "E" ("Deed").

(ii) FIRPTA/Tax Exemption Forms. The Transferor's Certification of Non-Foreign Status in the form attached hereto as Exhibit "F" (the "FIRPTA Certificate"), together with any necessary tax withholding forms, and a duly executed California Form 593-C, as applicable (the "California Exemption Certificate").

(iii) Hazard Disclosure Report. Unless earlier delivered to Buyer, Seller shall cause Escrow Holder to obtain and deliver to Buyer, at Seller's cost, a Natural Hazard Report as provided for under Sections 1102 and 1103 of the California Civil Code (the "Natural Hazard Report") before the Closing.

(iv) Possession of Real Property. Possession of the Real Property free of any tenancies or occupancy.

(v) Authority. Such evidence of Seller's authority and authorization to enter into this Agreement and to consummate this transaction as may be reasonably requested by Buyer and the Title Company which are consistent with the terms of this Agreement.

(vi) Further Documents or Items. Any other documents or items reasonably required to close the transaction contemplated by this Agreement as determined by the Title Company which are consistent with the terms of this Agreement.

(b) Failure to Deliver. Should any of Seller's Delivered Items not be timely delivered to Escrow, Buyer may, by written notice to Seller, terminate this Agreement; provided, however, that Buyer may (but shall not be obligated to) in such notice provide Seller with five (5) business days to deliver all of Seller's Delivered Items. If Buyer's notice provides Seller such five (5) business days to deliver Seller's Delivered Items, and if Seller's Delivered Items are not delivered within such period, then this Agreement shall automatically terminate without further action or notice. In the event of any such termination, any cash deposited by Buyer shall immediately be returned to Buyer. Under no circumstances shall Buyer have any responsibility to or duty to pay consultants or real estate brokers retained by Seller, Seller being solely responsible in connection with any such contractual arrangements of Seller.

9. Buyer's Deliveries to Escrow. At least one (1) business day prior to the Closing Date, Buyer shall deposit or cause to be deposited with Escrow Holder the following, each duly executed and acknowledged, by Buyer as appropriate ("Buyer's Delivered Items"):

(a) Purchase Price. The Purchase Price, together with additional funds as are necessary to pay Buyer's closing costs set forth in Section 10(b) herein. In the event Seller does not qualify for an exemption from California withholding tax under Section 18662 of the California Revenue and Taxation Code, as evidenced by the delivery at Closing of the California Exemption Certificate duly executed by Seller, Title Company shall withhold three and one-third percent (3-1/3%) of the Purchase Price on behalf of Buyer for payment to the California Franchise Tax Board in accordance with Section 11(b) hereof. In the event Seller is not exempt from such withholding or does not otherwise deliver the California Exemption Certificate at Closing, Buyer shall execute and deliver three (3) originals of California Form 593 to Title Company at or immediately after Closing.

(b) Change of Ownership Report. One (1) original Preliminary Change of Ownership Report.

(c) Final Escrow Instructions. Buyer's final written escrow instructions to close escrow in accordance with the terms of this Agreement.

(d) Authority. Such proof of Buyer's authority and authorization to enter into this Agreement and to consummate the transaction contemplated hereby as may be reasonably requested by Seller or the Title Company.

(e) Further Documents or Items. Any other documents or items reasonably required to close the transaction contemplated by this Agreement as determined by the Title Company.

10. Costs and Expenses.

(a) Seller's Costs. If the transaction contemplated by this Agreement is consummated, then Seller shall be debited for and bear the following costs: (i) costs and charges associated with the removal of encumbrances; (ii) Seller's share of prorations; (iii) the premium for Buyer's Title Policy with coverage in the amount of the Purchase Price; (iv) one half of the Escrow Holder's fee; (v) documentary recording fees, if any; (vi) documentary transfer tax, if any; and (vii) payment of the commission amount, if any, to Seller's agent (as described in Section 17(c)); and (viii) costs, if any, allocable to Seller under this Agreement and costs for such services as Seller may additionally request that Escrow perform on its behalf (which foregoing items collectively constitute "Seller's Costs and Debited Amounts").

(b) Buyer's Costs. If the transaction contemplated by this Agreement is consummated, then Buyer shall bear the following costs and expenses: (i) one half of the Escrow Holder's fee; (ii) Buyer's share of prorations; (iii) the premium for title insurance other than or in excess of Buyer's Title Policy based on the Purchase Price, and, if applicable, the cost for any survey required in connection with the delivery of an ALTA owner's extended coverage policy of title insurance; (iv) one half of escrow charges; (v) one half of recording and other costs of closing; (vi) costs, if any, for such services as Buyer may additionally request that Escrow perform on its behalf; and (vii) any costs associated with Buyer borrowing money in order to pay to Seller the Purchase Price (collectively, "Buyer's Costs and Debited Amounts").

(c) Generally. Each party shall bear the costs of its own attorneys, consultants, and real estate brokers in connection with the negotiation and preparation of this Agreement and the consummation of the transaction contemplated hereby. Escrow Holder shall disburse those amounts for matters referenced in Section 2 as directed in writing by Seller. Buyer represents to Seller that Buyer has not engaged the services of any consultants, finders or real estate brokers in connection with the purchase of the Real Property from the Seller. Seller represents to Buyer that Seller shall be solely responsible for the payment of any fees and/or costs associated with Seller's engagement of any, finders or real estate brokers in connection with the sale of the Real Property to the Buyer.

11. Prorations; Withholding.

(a) All revenues (if any) and expenses relating to the Real Property (including, but not limited to, property taxes, utility costs and expenses, water charges and sewer rents and refuse collection charges) shall be prorated as of the Closing Date; provided that all delinquent taxes shall be satisfied at the expense of Seller. Not less than five (5) business days prior to the Closing, Seller shall deliver to Buyer a tentative schedule of prorations for Buyer's approval (the "Proration and Expense Schedule"). If any prorations made under this Section shall require final adjustment after the Closing, then the parties shall make the appropriate adjustments promptly when accurate information becomes available and either party hereto shall be entitled to an adjustment to correct the same. Any corrected or adjustment proration shall be paid promptly in cash to the party entitled thereto.

(b) In the event Seller does not qualify for an exemption from California withholding tax under Section 18662 of the California Revenue and Taxation Code (the "Tax Code") as evidenced by the delivery to Buyer at Closing of the California Exemption Certificate duly executed by Seller, (i) Title Company shall withhold three and one-third percent (3-1/3%) of the Purchase Price on behalf of Buyer at Closing for payment to the California Franchise Tax Board in accordance with the Tax Code, (ii) Buyer shall deliver three (3) duly executed copies of California Form 593 to Title Company at or immediately after Closing, (iii) two (2) copies of California Form 593 shall be delivered by Title Company to Seller, and (iv) on or before the 20th day of the month following the month title to the Real Property is transferred to Buyer (as evidenced by the recording of the Grant Deed), Title Company shall remit such funds withheld from the Purchase Price, together with one (1) copy of California Form 593 to the California Franchise Tax Board on behalf of Buyer. Buyer and Seller hereby appoint Title Company as a reporting entity under the Tax Code, authorized to withhold and remit the withholding tax contemplated under the Tax Code, together with such other documents required by the Tax Code (including, without limitation, California Form 593), to the California Franchise Tax Board.

12. Closing Procedure. When the Title Company is unconditionally prepared (subject to the payment of the premium therefor) to issue the Buyer's Title Policy and all required documents and funds have been deposited with Escrow Holder, Escrow Holder shall immediately close Escrow in the manner and order provided below.

(a) Recording. Escrow Holder shall cause the Deed to be recorded pursuant to applicable law in the county in which the Real Property is located and obtain conformed copies thereof for distribution to Buyer and Seller.

(b) Disburse Funds. Escrow Holder shall debit or credit (as provided herein) all Buyer's Costs and Debited Amounts, Seller's Costs and Debited Amounts and general expenses,

prorate matters and withhold funds as provided herein. The Purchase Price, less any applicable debits or credits (which have been confirmed in writing by Seller to Escrow Holder and which may include any liens as to which such liens and the amount to satisfy such liens) shall be distributed by check payable to Seller unless Escrow Holder is instructed otherwise in writing signed by Seller (and, in such event, in accordance with such instructions). Seller authorizes Escrow Holder to request demands for payment and to make such payments from the Purchase Price (or such other funds, if any, as are advanced by Seller) to defray the cost of removing deeds of trust, liens and other encumbrances (but not for obligations of Buyer).

(c) Documents to Seller. Escrow Holder shall deliver to Seller a conformed copy of the Deed, and documents, if any, recorded on behalf of any lender, as duly recorded among the official land records of the County of Los Angeles, and a copy of each other document (or copies thereof) deposited into Escrow by Buyer pursuant hereto.

(d) Documents to Buyer. Escrow Holder shall deliver to Buyer the original FIRPTA Certificate, the original California Exemption Certificate (as applicable), and a conformed copy of each of the Deed as duly recorded among the official land records of the County of Los Angeles, the Natural Hazard Report, one of the instruments described in subsection (f) of Section 7 hereof, and each other document (or copies thereof) deposited into Escrow by Seller pursuant hereto, including, without limitation, those documents referenced in Section 8.

(e) Title Company. Escrow Holder shall cause the Title Company to issue the Buyer's Title Policy to Buyer.

(f) Closing Statement. Escrow Holder shall forward to both Buyer and Seller a separate accounting of all funds received and disbursed for each party.

(g) Informational Reports. Escrow Holder shall file any information reports required by Internal Revenue Code Section 6045(e), as amended.

(h) Possession. Possession of the Real Property shall be delivered to Buyer at the Closing.

13. Representations and Warranties.

(a) Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Real Property, Seller makes the following representations and warranties as of the Effective Date and as of the Closing, each of which is material and is being relied upon by Buyer (and the truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder), and all of which are material inducements to Buyer to enter into this Agreement (and but for which Buyer would not have entered into this Agreement) and shall survive Closing:

(i) Seller believes that it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated.

(ii) Seller believes that all requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the

instruments referenced herein; and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transaction contemplated hereby.

(iii) The individual executing this Agreement and the instruments referenced herein on behalf of Seller has the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

(iv) Seller believes that neither the execution or delivery of this Agreement or the documents or instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement or the documents or instruments referenced herein or therein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreement or instrument to which Seller is a party or that affect the Real Property, including, but not limited to, any of the Title Documents or the Property Documents.

(v) There is no pending litigation nor, to the best of Seller's knowledge, threatened litigation, which does or will adversely affect the right of Seller to convey the Real Property. There are no claims which have been received by Seller that have not been disclosed to Buyer.

(vi) Seller has made no written or oral commitments to or agreements with any governmental authority or agency materially and adversely affecting the Real Property, or any part hereof, or any interest therein, which will survive the Closing.

(vii) There are no leases or rental agreements in effect as to the Real Property.

(viii) Seller is not in default of its obligations under any contract, agreement or instrument to which Seller is a party pertaining to the Real Property.

(ix) There are no mechanics', materialmen's or similar claims or liens presently claimed or which will be claimed against the Real Property for work performed or commenced for Seller or on Seller's behalf prior to the date of this Agreement.

(x) There are no undisclosed contracts, licenses, commitments, undertakings or other written or oral agreements for services, supplies or materials concerning the use, operation, maintenance, or management of the Real Property that will be binding upon Buyer or the Real Property after the Closing. There are no oral contracts or other oral agreements for services, supplies or materials, affecting the use, operation, maintenance or management of the Real Property.

(xi) There are not as of the Effective Date, nor will there be as of the Closing, any written or oral leases or contractual right or option to lease, purchase, or otherwise enjoy possession, rights or interest of any nature in and to the Real Property or any part thereof, and no person other than Buyer shall have any right of possession to the Real Property or any part thereof as of the Closing.

(xii) No person, excepting Seller, has possession or any rights to possession

of the Real Property or portion thereof.

(b) Subsequent Changes to Seller's Representations and Warranties. If, prior to the Closing, Buyer or Seller should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Seller set forth herein incorrect or untrue in any respect (collectively, the "Seller Representation Matter"), then the party who has learned, discovered or become aware of such Representation Matter shall promptly give written notice thereof to the other party and Seller's representations and warranties shall be automatically limited to account for the Representation Matter. Buyer shall have the right to approve or disapprove any such change and to terminate this Agreement by written notice to Seller if Buyer reasonably disapproves any such change. If Buyer does not elect to terminate this Agreement, Seller's representation shall be qualified by such Seller Representation Matter and Seller shall have no obligation to Buyer for such Seller Representation Matter.

(c) Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Real Property, Buyer makes the following representations and warranties as of the date hereof and at and as of the Closing, each of which is material and is being relied upon by Seller (and the truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder), and all of which shall survive Closing:

(i) Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

(ii) All requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein; and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transaction contemplated hereby.

(iii) The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

(iv) Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Buyer is a party or by which any of Buyer's properties are bound.

(d) Subsequent Changes to Buyer's Representations and Warranties. If, prior to the Closing, Seller or Buyer should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Buyer set forth herein incorrect or untrue in any respect (collectively, the "Buyer's Representation Matter"), then the party who has learned, discovered or become aware of such Buyer's Representation Matter shall promptly give written notice thereof to the other party and Buyer's representations and warranties shall be automatically limited to

account for the Buyer's Representation Matter. Seller shall have the right to approve or disapprove any such change and to terminate this Agreement by written notice to Buyer if Seller reasonably disapproves any such change. If Seller does not elect to terminate this Agreement, Buyer's representation shall be qualified by such Buyer's Representation Matter and Buyer shall have no obligation to Seller for such Buyer's Representation Matter.

14. Fair Market Value Price. Each of Buyer and Seller believe that the Purchase Price represents the fair market value of the Real Property.

15. [Intentionally Omitted.]

16. Nondiscrimination Covenants. Buyer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Real Property, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Real Property. The foregoing covenants shall run with the land.

Buyer shall refrain from restricting the rental, sale or lease of the Real Property on any of the bases listed above in this Section 16. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds. "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(b) In leases. "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision

(p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

(c) In contracts. “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

17. General Provisions.

(a) Condemnation. If any material portion of the Real Property shall be taken or appropriated by a public or quasi-public authority exercising the power of eminent domain, Buyer shall have the right, at its option, to (i) terminate this Agreement or (ii) proceed with the purchase of the Real Property and receive all of the award or payment made in connection with such taking.

(b) Notices. All notices, demands, requests or other communications required or permitted hereunder (collectively, “Notices”) shall be in writing, shall be addressed to the receiving party as provided in this paragraph, and shall be personally delivered, sent by overnight mail (Federal Express or another carrier that provides receipts for all deliveries), sent by certified mail, postage prepaid, return receipt requested, or sent by facsimile transmission (provided that a successful transmission report is received). All Notices shall be effective upon receipt at the appropriate address. For the purposes hereof, the addresses of the parties (until notice of a change thereof given in writing to the other party) shall be as follows:

If to Seller: City of Lancaster
 44933 Fern Avenue
 Lancaster, California 93534
 Attention: City Manager

If to Buyer: Antelope Valley Transit Authority
 42210 6th Street West
 Lancaster, California 93534
 Attention: Executive Director/CEO

(c) Brokers. Seller assumes sole responsibility for any consultants or brokers it may have retained in connection with the sale of the Real Property (and Buyer shall have no responsibility in connection with such matters). Seller agrees to and does hereby indemnify and hold the Buyer free and harmless from and against any and all costs, liabilities or causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the Seller in connection with this Agreement. Buyer assumes sole responsibility for any consultants or brokers it may have retained in connection with the purchase of the Real Property (and Seller shall have no responsibility in connection with such matters). Buyer represents to Seller that Buyer has engaged no consultants, finders, or real estate brokers in connection with the sale of the Real Property to the Buyer, and there are no brokerage commissions, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with this Agreement. Buyer agrees to and does hereby indemnify and hold the Seller free and harmless from and against any and all costs, liabilities or causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the Buyer in connection with this Agreement.

(d) Waiver, Consent and Remedies. Each provision of this Agreement to be performed by Buyer and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller's and Buyer's performance hereunder, as appropriate, and any breach thereof by Buyer or Seller shall be deemed a material default hereunder. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either party hereto may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

(e) Cooperation. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use all reasonable efforts to accomplish the Closing in accordance with the provisions hereof and, following Closing.

(f) Remedies. Without limitation as to the availability of other remedies, this Agreement may be enforced by an action for specific enforcement.

(g) Time. Time is of the essence of every provision herein contained. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until 5:00 p.m. of the next day that is not a Saturday, Sunday, or legal holiday. Except as otherwise expressly provided herein, all time periods expiring on a specified date or period herein shall be deemed to expire

at 5:00 p.m. on such specified date or period.

(h) Extensions at Sole Discretion of Seller. In the event Buyer requests that Seller extend the time for sale of the Real Property, such request may be granted, conditionally granted or denied at the sole and absolute discretion of Seller.

(i) Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile signature shall be deemed an original signature.

(j) Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

(k) Third Party Rights. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties to this Agreement to, any person or entity other than the parties hereto.

(l) Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

(m) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

(n) Applicable Law. This Agreement shall be governed by and construed in accordance with the local law of the State of California.

(o) Exhibits and Schedules. The exhibits and schedules attached hereto are incorporated herein by this reference for all purposes.

(p) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between, and the final expression of, Buyer and Seller with respect to the subject matter hereof. The parties hereto expressly agree and confirm that this Agreement is executed without reliance on any oral or written statements, representations or promises of any kind which are not expressly contained in this Agreement. No subsequent agreement, representation or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

(q) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

(r) Survival. The provisions of subsection (f) of Section 7 hereof, as well as those portions of Sections 13 and 14 so indicated, shall be deemed to constitute provisions that survive Closing.

(s) Assignment. Neither party may assign its rights under this Agreement without the prior consent of the other party.

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

SELLER:
CITY OF LANCASTER,
a municipal corporation and charter city

By: _____
Trolis Niebla
City Manager

BUYER:
ANTELOPE VALLEY TRANSIT AUTHORITY,
a joint powers authority

By: _____
Martin J. Tompkins
Executive Director/CEO

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Acceptance by Escrow Holder:

First American Title Company hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions by and between the City of Lancaster, a municipal corporation and charter city ("Seller"), _____, ("Buyer") and agrees to act as Escrow Holder thereunder and to be bound by and strictly perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____,

FIRST AMERICAN TITLE COMPANY

By: _____

Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

Parcel #1 APN: 3128-013-909

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

Parcel #2 APN: 3128-010-900

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT.

Parcel #3 APN: 3128-013-910

THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 34, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO BASE AND MERIDIAN , IN THE CITY OF LANCASTER, AS SHOWN UPON LICENSED SURVEYORS MAP FILED IN BOOK 17, PAGE 42 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THE FOLLOWING DESCRIBED BOUNDARIES: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID NORTH HALF; THENCE NORTH 0°33'02" WEST ALONG THE WESTERLY LINE OF SAID NORTH HALF A DISTANCE OF 456.21 FEET TO THE NORTHERLY LINE OF THE SOUTH 7 ACRES OF SAID NORTH HALF; THENCE NORTH 89°50'18" EAST ALONG SAID NORTHERLY LINE 668.12 FEET TO THE EASTERLY LINE OF SAID NORTH HALF; THENCE SOUTH 0°37'07" EAST ALONG SAID EASTERLY LINE 456.22 FEET TO THE SOUTHEASTERLY CORNER OF SAID NORTH HALF; THENCE SOUTH 89°50'18" WEST ALONG THE SOUTHERLY LINE OF SAID NORTH HALF A DISTANCE OF 668.66 FEET TO THE POINT OF BEGINNING.

Parcel #4 APN: 3128-013-907

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 7, NORTH RANGE 12 WEST, SAN BERNARDINO BASE MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

Parcel #5 APN: 3128-013-001

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

Parcel # 6 APN: 3128-013-911

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT OF SAID LAND.

Parcel #7 APN: 3128-013-908

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER OFFICIAL PLAT OF SAID LAND.

EXHIBIT B SITE MAP

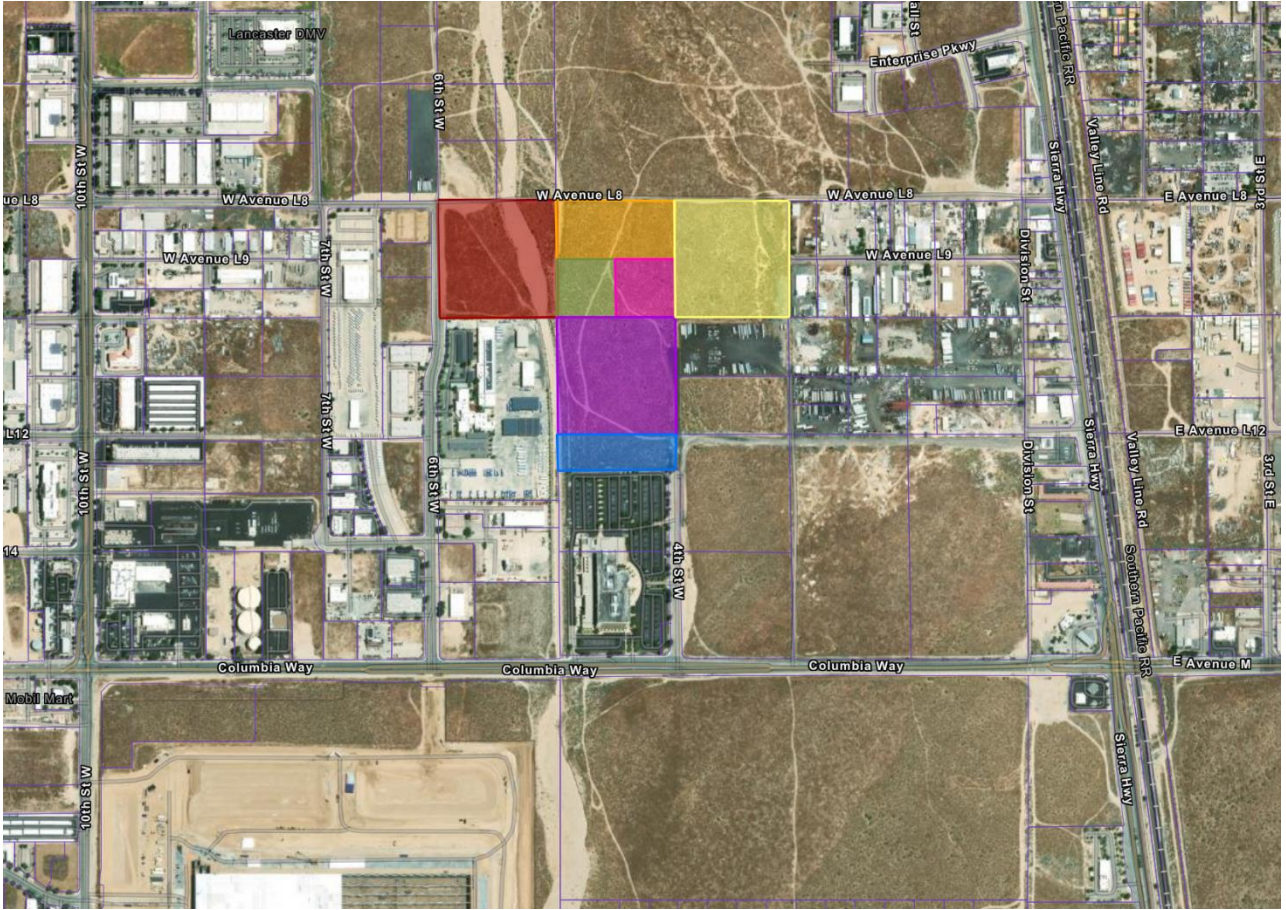


EXHIBIT C

PROMISSORY NOTE

XXXXXXXXXXXX
[Insert Closing Date]

Lancaster, California

FOR VALUE RECEIVED, on or before April 28, 2036 (the Maturity Date”), the **ANTELOPE VALLEY TRANSIT AUTHORITY**, a joint powers authority (“Borrower”), as maker and obligor, promises to pay to **CITYOF LANCASTER**, a charter city and California municipal corporation (“Lender”) as holder and beneficiary, or order, at Lender’s office at 44933 Fern Avenue, Lancaster, California or such other place as Lender may designate in writing, the sum of Three Million Three Hundred One Thousand Two Hundred Dollars (\$3,301,200.00) (“Note Amount”), and (b) all costs and expenses payable hereunder, in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. Agreement. This Promissory Note (“Note”) is given in accordance with that certain Purchase and Sale Agreement executed by Borrower and Lender, dated as of April 28, 2026 (“Agreement”). The rights and obligations of Borrower and Lender under this Note shall be governed by the Agreement and by the additional terms set forth in this Note. In the event of any conflict or inconsistencies between the terms of this Note and the terms of the Agreement or any other document related to the Note Amount, the terms of this Note shall prevail. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

2. Interest. The Note Amount shall bear no interest.

3. Payment Schedule. Borrower shall make nine (9) equal payments of Three Hundred Sixty Six Thousand Eight Hundred Dollars (\$366,800) over the life of the Promissory Note beginning in April 2027.

4. Security. This Note and all amounts payable hereunder are secured by that certain Deed of Trust and Assignment of Rents, a deed of trust, of even date herewith executed by Borrower in favor of Lender (“Deed of Trust”), which Deed of Trust shall only be subordinate to encumbrances approved by Lender in writing. The terms of the Deed of Trust are incorporated herein and made a part hereof to the same extent and with the same force and effect as if fully set forth herein. A default under any of the provisions of the Deed of Trust, after the expiration of any applicable cure period, shall be a default hereunder, and a default hereunder, after the expiration of any applicable cure period, shall be a default under the Deed of Trust.

5. Application of Payments. All payments, if any, shall be applied (i) first, to costs and fees owing under this Note, , (iii) third, to payment of principal. Borrower shall have the right to prepay the Note Amount, or any portion thereof, at any time prior to the Maturity Date without any penalty.

6. Waivers.

(a) Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at Lender’s sole discretion and that Lender may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

(b) No extension of time for payment of this Note made by agreement by Lender with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

(c) The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

(d) Borrower waives presentment, demand, notice of protest and nonpayment, notice of default or delinquency, notice of acceleration, notice of costs, expenses or leases or interest thereon, notice of dishonor, diligence in collection or in proceeding against any of the rights or interests in or to properties securing this Note, and the benefit of any exemption under any homestead exemption laws, if applicable.

(e) No previous waiver and no failure or delay by Lender in acting with respect to the terms of this Note or the Deed of Trust shall constitute a waiver of any breach, default, or failure or condition under this Note, the Deed of Trust or the obligations secured thereby. A waiver of any term of this Note, the Deed of Trust or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

7. Joint and Several Obligation. This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, successors and assigns.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment approved by the parties and evidenced in a writing signed by Borrower and by Lender.

9. Borrower Assignment Prohibited. In no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of Lender, which consent shall not unreasonably be withheld, except pursuant to a transfer which is a permitted by or approved under the Agreement.

10. Acceleration and Other Remedies. Upon the occurrence of a Default as defined in the Agreement, Lender may, at Lender's option, declare the outstanding principal amount of this Note, together with the then accrued and unpaid interest thereon and other charges hereunder, and all other sums secured by the Deed of Trust, to be due and payable immediately, and upon such declaration, such principal and interest and other sums shall immediately become and be due and payable without demand or notice. Any delay or omission on the part of Lender in exercising any right hereunder, under the Agreement or under the Deed of Trust shall not operate as a waiver of such right, or of any other right. No single or partial exercise of any right or remedy hereunder or under the Agreement or any other document or agreement shall preclude other or further exercises thereof, or the exercise of any other right or remedy. The acceptance of payment of any sum payable hereunder, or part thereof, after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums payable hereunder or to declare Default for failure to make prompt or complete payment.

11. Consents. Borrower hereby consents to: (a) any extension (whether one or more) of the time of payment under this Note, (b) the release or surrender or exchange or substitution of all or any part of the security, whether real or personal, or direct or indirect, for the payment hereof, (c) the granting of any other indulgences to Borrower, and (d) the taking or releasing of other or additional parties primarily or contingently liable hereunder. Any such extension, release, surrender, exchange or substitution may be made without notice to Borrower or to any endorser, guarantor or surety hereof, and without affecting the liability of said parties hereunder.

12. Successors and Assigns. Whenever “Lender” is referred to in this Note, such reference shall be deemed to include the Lender and its successors and assigns, including, without limitation, any subsequent assignee or holder of this Note. All covenants, provisions and agreements by or on behalf of Borrower, and on behalf of any makers, endorsers, guarantors and sureties hereof which are contained herein shall inure to the benefit of Borrower’s successors and assigns.

BORROWER:

ANTELOPE VALLEY TRANSIT AUTHORITY,
a joint powers authority

By: _____
Martin J. Tompkins
Executive Director/CEO

**EXHIBIT D
DEED OF TRUST**

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

City of Lancaster
44933 Fern Avenue
Lancaster, California 93534
Attn: City Manager

[Space above for recorder.]

**DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)**

THIS DEED OF TRUST, dated as of **[Insert Closing Date]**, between the **ANTELOPE VALLEY TRANSIT AUTHORITY**, a joint powers authority herein called TRUSTOR, whose address is 42210 6th Street West, Lancaster, California, and **[Insert Trustee Name]**, a _____, herein called TRUSTEE, and **CITY OF LANCASTER**, a municipal corporation and charter city, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Lancaster, County of Los Angeles, State of California, described as:

See Attachment No. 1 attached hereto.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$3,301,200.00 with interest thereon according to the terms of a promissory note or notes dated as of **[Insert Closing Date]**, made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Venture	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5 Book 1964, Page 149774				

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

TRUSTOR:

ANTELOPE VALLEY TRANSIT AUTHORITY,
a joint powers authority

By: _____
Martin J. Tompkins
Executive Director/CEO

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defeat any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO _____, TRUSTEE:

The under signed is the legal owner and holder of the note and of all indebtedness secured by the foregoing Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, an all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

Please mail Deed of Trust,
Note and Reconveyance to :

Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made

**ATTACHMENT NO. 1
TO THE DEED OF TRUST**

Parcel #1 APN: 3128-013-909

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

Parcel #2 APN: 3128-010-900

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT.

Parcel #3 APN: 3128-013-910

THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 34, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO BASE AND MERIDIAN , IN THE CITY OF LANCASTER, AS SHOWN UPON LICENSED SURVEYORS MAP FILED IN BOOK 17, PAGE 42 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THE FOLLOWING DESCRIBED BOUNDARIES: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID NORTH HALF; THENCE NORTH 0°33'02" WEST ALONG THE WESTERLY LINE OF SAID NORTH HALF A DISTANCE OF 456.21 FEET TO THE NORTHERLY LINE OF THE SOUTH 7 ACRES OF SAID NORTH HALF; THENCE NORTH 89°50'18" EAST ALONG SAID NORTHERLY LINE 668.12 FEET TO THE EASTERLY LINE OF SAID NORTH HALF; THENCE SOUTH 0°37'07" EAST ALONG SAID EASTERLY LINE 456.22 FEET TO THE SOUTHEASTERLY CORNER OF SAID NORTH HALF; THENCE SOUTH 89°50'18" WEST ALONG THE SOUTHERLY LINE OF SAID NORTH HALF A DISTANCE OF 668.66 FEET TO THE POINT OF BEGINNING.

Parcel #4 APN: 3128-013-907

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 7, NORTH RANGE 12 WEST, SAN BERNARDINO BASE MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

Parcel #5 APN: 3128-013-001

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

Parcel # 6 APN: 3128-013-911

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT OF SAID LAND.

Parcel #7 APN: 3128-013-908

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER OFFICIAL PLAT OF SAID LAND.

**EXHIBIT E
GRANT DEED**

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

City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534

[Space above for recorder.]

DOCUMENTARY TRANSFER TAX \$(exempt;
no consideration; exempt from recording charges,
Government Code Section 27383)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **City of Lancaster**, a municipal corporation and charter city (“Grantor”), hereby grants to **Antelope Valley Transit Authority**, a joint powers authority (“Grantee”), that certain real property located in the County of Los Angeles, State of California, more particularly described on **Attachment No. 1** attached hereto and incorporated herein by this reference (the “Property”), subject to the covenants and other provisions of this Grant Deed, as well as to existing easements, restrictions and covenants of record.

Grantee covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. The foregoing covenants shall run with the land.

Grantee shall refrain from restricting the rental, sale or lease of the Property on any of the bases listed above in this Section 5. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- (a) In deeds. “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or

enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

- (b) In leases. “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

- (c) In contracts. “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____, 2026.

CITY OF LANCASTER,
a municipal corporation and charter city

By: _____

Name: Trolis Niebla

Title: City Manager

ATTACHMENT NO. 1 TO GRANT DEED

LEGAL DESCRIPTION

Parcel #1 APN: 3128-013-909

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

Parcel #2 APN: 3128-010-900

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Parcel #3 APN: 3128-013-910

THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 34, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO BASE AND MERIDIAN , IN THE CITY OF LANCASTER, AS SHOWN UPON LICENSED SURVEYORS MAP FILED IN BOOK 17, PAGE 42 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THE FOLLOWING DESCRIBED BOUNDARIES: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID NORTH HALF; THENCE NORTH 0°33'02" WEST ALONG THE WESTERLY LINE OF SAID NORTH HALF A DISTANCE OF 456.21 FEET TO THE NORTHERLY LINE OF THE SOUTH 7 ACRES OF SAID NORTH HALF; THENCE NORTH 89°50'18" EAST ALONG SAID NORTHERLY LINE 668.12 FEET TO THE EASTERLY LINE OF SAID NORTH HALF; THENCE SOUTH 0°37'07" EAST ALONG SAID EASTERLY LINE 456.22 FEET TO THE SOUTHEASTERLY CORNER OF SAID NORTH HALF; THENCE SOUTH 89°50'18" WEST ALONG THE SOUTHERLY LINE OF SAID NORTH HALF A DISTANCE OF 668.66 FEET TO THE POINT OF BEGINNING.

Parcel #4 APN: 3128-013-907

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Parcel #5 APN: 3128-013-001

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

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Parcel #7 APN: 3128-013-908

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER OFFICIAL PLAT OF SAID LAND.

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)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of 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

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
 Corporate Officer

Title(s)

- Partner(s) Limited General
 Attorney-In-Fact
 Trustee(s)
 Guardian/Conservator
 Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above

EXHIBIT F

FIRPTA CERTIFICATE

**TRANSFEROR'S CERTIFICATE OF NON-FOREIGN
STATUS**

To inform _____ (“Transferee”), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended (“Code”) will not be required upon the transfer of certain real property to the Transferee by the _____ (the, “Transferor”), the undersigned hereby certifies the following:

1. The Transferor is not a foreign person or citizen, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. The Transferor’s social security number or U.S. employer identification number is as follows: 95-6000127

3. The Transferor’s home or office address is:

44933 Fern Avenue Lancaster,
California 93534

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment or both. Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.

CITY OF LANCASTER,
a municipal corporation and charter city

By: _____

Name: Trolis Niebla

Title: City Manager



DATE: April 28, 2026

TO: BOARD OF DIRECTORS

SUBJECT: Authorization for Solar Farm Development and Entry into a Power Purchasing Agreement (PPA)

RECOMMENDATION:

Authorize the Executive Director/CEO to negotiate, execute all related documents, and enter into a Power Purchasing Agreement and solar farm development with Participate Energy in partnership with Lancaster Energy for a period of twenty-five years.

FISCAL IMPACT:

Besides land acquisition, there is no anticipated impact on the capital budget. Only the operating budget is expected to be positively impacted over time. The project will produce 20%-35% of our total electric demand used for charging the fleet. Costs are expected to range from \$.03 to \$.05 per kWh below our current average. Additionally, this system will include battery storage that, if properly managed, can offer additional fiscal benefits.

BACKGROUND:

Antelope Valley Transit Authority has been working for multiple years to implement a plan with the goal of bringing price stability and predictability to an unpredictable and volatile Energy marketplace. Staff believe that this project will bring us closer to this goal. This project will also enable us to charge a portion of our fleet during a power outage, making the fleet more resilient overall. Staff recognize that twenty-five years is a very long commitment and have discussed the risks associated with it. We believe most of the risks we would assume already exist in our current situation.

Prepared by:

Submitted by:

Cecil R. Foust
Director of Contracts & Procurement

Martin J. Tompkins
Executive Director/CEO

Attachment(s): A – PPA Production and Cost Estimates
B - Solar Power Purchase & Energy Storage Services

NB 3 - ATTACHMENT A

Year	Production KWH	Cost per KWH	Cost per year	Battery storage cost per year	Total per year	Cost per KWH
1	3,649,704.00	\$ 0.1000	\$ 364,970.40	\$ 496,200.00	\$ 861,170.40	\$ 0.2360
2	3,631,455.48	\$ 0.1029	\$ 373,676.77	\$ 510,589.80	\$ 884,266.57	\$ 0.2435
3	3,613,298.20	\$ 0.1059	\$ 382,590.83	\$ 525,396.90	\$ 907,987.73	\$ 0.2513
4	3,595,231.71	\$ 0.1090	\$ 391,717.53	\$ 540,633.41	\$ 932,350.95	\$ 0.2593
5	3,577,255.55	\$ 0.1121	\$ 401,061.95	\$ 556,311.78	\$ 957,373.74	\$ 0.2676
6	3,559,369.28	\$ 0.1154	\$ 410,629.29	\$ 572,444.83	\$ 983,074.11	\$ 0.2762
7	3,541,572.43	\$ 0.1187	\$ 420,424.85	\$ 589,045.73	\$1,009,470.57	\$ 0.2850
8	3,523,864.57	\$ 0.1222	\$ 430,454.08	\$ 606,128.05	\$1,036,582.13	\$ 0.2942
9	3,506,245.24	\$ 0.1257	\$ 440,722.57	\$ 623,705.76	\$1,064,428.33	\$ 0.3036
10	3,488,714.02	\$ 0.1293	\$ 451,236.00	\$ 641,793.23	\$1,093,029.23	\$ 0.3133
11	3,471,270.45	\$ 0.1331	\$ 462,000.24	\$ 660,405.24	\$1,122,405.47	\$ 0.3233
12	3,453,914.10	\$ 0.1370	\$ 473,021.25	\$ 679,556.99	\$1,152,578.24	\$ 0.3337
13	3,436,644.52	\$ 0.1409	\$ 484,305.17	\$ 699,264.14	\$1,183,569.31	\$ 0.3444
14	3,419,461.30	\$ 0.1450	\$ 495,858.27	\$ 719,542.80	\$1,215,401.07	\$ 0.3554
15	3,402,364.00	\$ 0.1492	\$ 507,686.97	\$ 740,409.54	\$1,248,096.52	\$ 0.3668
16	3,385,352.18	\$ 0.1535	\$ 519,797.85	\$ 761,881.42	\$1,281,679.26	\$ 0.3786
17	3,368,425.41	\$ 0.1580	\$ 532,197.62	\$ 783,975.98	\$1,316,173.60	\$ 0.3907
18	3,351,583.29	\$ 0.1626	\$ 544,893.20	\$ 806,711.28	\$1,351,604.48	\$ 0.4033
19	3,334,825.37	\$ 0.1673	\$ 557,891.63	\$ 830,105.91	\$1,387,997.54	\$ 0.4162
20	3,318,151.24	\$ 0.1721	\$ 571,200.13	\$ 854,178.98	\$1,425,379.11	\$ 0.4296
21	3,301,560.49	\$ 0.1771	\$ 584,826.11	\$ 878,950.17	\$1,463,776.28	\$ 0.4434
22	3,285,052.69	\$ 0.1823	\$ 598,777.14	\$ 904,439.73	\$1,503,216.86	\$ 0.4576
23	3,268,627.42	\$ 0.1876	\$ 613,060.97	\$ 930,668.48	\$1,543,729.44	\$ 0.4723
24	3,252,284.29	\$ 0.1930	\$ 627,685.53	\$ 957,657.86	\$1,585,343.40	\$ 0.4875
25	3,236,022.86	\$ 0.1986	\$ 642,658.97	\$ 985,429.94	\$1,628,088.92	\$ 0.5031

**SOLAR POWER PURCHASE & ENERGY STORAGE SERVICES
("PPA/ESA")**

DISCLOSURE STATEMENT

This statement is designed to help you understand the terms and costs of your solar power purchase and energy storage services agreement. This statement is not a substitute for reading the Agreement and other documents associated with this transaction. Read your Agreement and other documents carefully. All information presented below is subject to the terms of your Agreement.

System Owner: Participate Energy, LLC pursuant to the Power Choice+ Program	Installer: PE Operations LLC	Customer: Antelope Valley Transit Authority
Address: 2093 Philadelphia Pike, #3125, Claymont, DE 19703	Address: 440 N Barranca Ave, #8854, Covina, CA 91723	System Installation Address ("Property): 42210 6th St W, Lancaster, CA 93534 3128-020-905 3128-013-908 3128-013-910
Tel.: (833) 353-9474 License # (if applicable): N/A	Tel.: (619) 252-3445 State/County Contractor License #: 1126712	Tel.: (661) 729-2290 Customer Notice Address: 42210 6th St W, Lancaster, CA 93534
Email: notices@participate.energy	Email: commercial@participate.energy	Customer Email: mtompkins@avta.com Contract Date: 09/30/2025

*** NOTE: YOU ARE ENTERING INTO AN AGREEMENT TO PURCHASE POWER AND SERVICES; NOT A SOLAR SYSTEM. YOU WILL NOT OWN THE SOLAR OR BATTERY SYSTEM INSTALLED ON YOUR PROPERTY.**

Rate and Term

The prices are: [Only one box must be checked among Residential, C&I, and Special Offers]

- FOR RESIDENTIAL CUSTOMERS [Only one box of either of the below must be checked]**
 - [**X¢ / kWh**] for solar and [**\$X / per month**] for battery
 - [**X¢ / kWh**] for solar and battery
 - [**\$X / per month**] for battery only

Rate includes an annual escalator of [**X.X**] % which increases the prices and goes into effect immediately after each 12 month period beginning the date the system began operating.

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FOR C&I CUSTOMERS

10¢ / kWh for solar and \$41,350/per month for all on-site battery systems as specified in Attachment B.

[\$X / per month]

Rate includes an annual escalator of 2.9% which increases the prices and goes into effect immediately after each 12 month period beginning the date the system began operating.

FOR SPECIAL OFFERS

Prices, qualifying criteria, terms and conditions for special offers are contained in the enclosed addendum and Section 10 of the Installation Order & Program Terms Agreement.

Your estimated first year solar production: 3,649,704 kWh [NOTE: kWh-based payments will vary every month]

Your monthly storage services payments will be monthly fee of \$41,350.00

The length of your solar Power Purchase Agreement (PPA): 25 Years

Amount Due Up-Front

Amount you owe System Owner at Agreement signing: \$0.00

Amount you owe System Owner at installation: \$0.00

Amount you owe System Owner at building inspection: \$0.00

Total up-front payments you owe System Owner: \$0.00

Other Possible Charges

Late Charge: Late Payments to monthly solar PPA payments accrue interest at the lesser of twelve percent (12%) annually or the maximum allowable by applicable law.

UCC Notice Removal and Re-filing Fee: If a UCC-1 is filed, there may be up to a \$250 document processing fee to have the UCC-1 financing statement or fixture filing removed for refinance and/or other real estate transaction purposes.

Non-Connection to Internet: If you do not maintain a high-speed internet connection, we will not be able to monitor the System and may be required to estimate your power usage as set forth in the Agreement.

Number of Monthly Payments: 300 monthly payments.

When Payments Are Due

Your monthly payments will be incorporated into your utility bill, provided by Southern California Edison and billed under the appropriate Lancaster Energy Power Choice+ tariff which you are obligated to be enrolled in for the term of this Agreement. We estimate that the first invoice will be included in your utility bill between 1 to 3 months from the date of your System activation, though actual time may vary

Upon System activation, you will immediately notice an offset in your energy purchases. Your

NB 3 ATTACHMENT B

payments will start accruing on the system activation date, which is the date you start to receive benefit.

Based on the time needed to update utility billing systems, and other factors out of our control, you may not see your charges appear on your utility bill for an estimated 1 to 3 billing cycles after you receive Permission-to-Operate (PTO) from your local utility, though actual time may vary. Your monthly invoice under this Agreement is integrated into your utility bill, therefore your due date is the due date on your utility bill. Your utility bill will include your payments owed and outstanding for that period and all previously billed or unbilled periods.

Customer Initial:

Site & Design Assumptions for your System

Estimated annual system production decrease due to natural aging of system: 0.5%

System location: 42210 6th St W, Lancaster, CA 93534

Connectivity: The solar system **WILL** be connected to the electric grid.

Net metering: At the time of installation, the system **WILL** be net metered. Net metering rules are set by the jurisdiction you live in. **Your utility offers a net energy metering policy as required under state statute or as regulated by a public utility commission. Changes in net energy metering policy or utility rate structures during the life of the system may result in lower utility bill savings than estimated or none at all; System Owner will not be responsible for reassessing the contract rate.**

Security Filings

System Owner **MAY NOT** file a lien against your real Property (e.g. a lien on your Property) for non-payment by terms of the Agreement

System Owner **MAY** file a fixture filing or a UCC-1 on the system (a public filing informing others that System Owner owns the system, but does not put a lien on your Property)

Warranty, Repair & Maintenance

System repairs **ARE** included for the term of the Agreement from System Owner or a third party (such as an installer or equipment manufacturer). During this time, above and beyond the equipment warranties or installer workmanship warranties, System Owner will be responsible to repair or replace the System or System components to restore good working condition of the System at no cost to you. *Exclusions include damage or issues caused by you or where you are responsible.*

System maintenance **IS** included for the term of the Agreement, including cleaning panels of debris. You are required to perform only the following maintenance:

- **Shade Management: Shading on your solar display dramatically reduces electricity production. Keep trees or other tall plants trimmed to prevent shade on your system.**
-

Certification of Own or Rent / Lease

You hereby confirm you are the lawful property owner of the Property, or, if you rent/lease, that you have a Lease Rider agreement executed between you and the property owner prior to executing this PPA/ESA to be eligible for this program. If you don't have a Lease Rider agreement executed, contact your Installer for support in doing so **PRIOR TO** executing this Agreement.

Customer Initial:

Transferring your Agreement and Selling your Property

NB 3 ATTACHMENT B

If you sell your Property, you **MAY** transfer this Agreement to the purchaser(s) of your Property. If you transfer the Agreement, the transfer will be subject to the following conditions:

- **The new utility account owner enrolls in the Power Choice+**
- **The new utility account owner assumes this contract.**

Customer Initial:

Transfer of Obligations by System Owner

The Agreement may be assigned, sold or transferred by System Owner without your consent to a third-party that will be bound to all the terms of the Agreement at System Owner's sole discretion. If such a transfer occurs, you will be notified if this will change the address or phone number to use for Agreement-related questions, payments or service requests. The System Owner may replace the Installer identified in this Agreement without your consent to any wholly owned subsidiary of System Owner or Tesla, Inc. that will be bound to all the terms of the Agreement.

Performance or Production Guarantee

System Owner is **NOT** providing you with a Performance Guarantee

Taxes

You are responsible for property taxes on Property you own. Consult a tax professional to understand any tax liability that may result from entering the Agreement.

Utility and Electricity Usage/Savings Assumptions

You **HAVE** been provided with a savings estimate based on your Agreement. If provided, the savings estimate was calculated based on: **1,695.76kWDC PV, 1,958.4kWAC/7,833.6kWh BESS**. The savings estimate to you assumes the following: **current annual loads, solar and utility tariffs**.

Years of electricity production from your System: **25 years**

It is important to understand that electricity rates are estimates only. Your actual current and future utility rates and utility rate increases may vary. System Owner **IS NOT** guaranteeing these savings.

Renewable Energy Certificates (RECs)

Any tax credit, renewable energy certificates or credits (RECs) from producing renewable solar energy with the system **WILL NOT** be owned by you, but **WILL** be owned by System Owner. Notwithstanding the foregoing, Low Carbon Fuel Standard (LCFS) credits **WILL** be owned by you. If you do not own the RECs, you will not be able to sell, use or claim them.

Cooling Off Period/ Right to Cancel

In addition to any rights you have under state or local law, you **HAVE** the right to terminate this Agreement without penalty within five (5) business days of Contract Date by notifying System Owner in writing at the above address.

SEIA Solar Business Code

System Owner **DOES** abide by and agrees to be bound by SEIA's Solar Business Code and its complaint resolution process. For more information about the SEIA Solar Business Code and complaint resolution process, please visit <http://www.seia.org/consumers>

Customer Initial:

SUMMARY OF YOUR SOLAR POWER PURCHASE & ENERGY STORAGE SERVICES AGREEMENT

NB 3 ATTACHMENT B

<u>IMPORTANT</u>				
THIS PAGE PROVIDES A SUMMARY OF KEY TERMS CONTAINED IN YOUR SOLAR POWER PURCHASE & ENERGY STORAGE SERVICES AGREEMENT (THE “AGREEMENT”) AND IS PROVIDED AS A COURTESY. CAPITALIZED WORDS ARE DEFINED IN YOUR AGREEMENT. IN THE EVENT OF A CONFLICT BETWEEN THIS SUMMARY PAGE AND YOUR AGREEMENT, YOUR AGREEMENT CONTROLS.				
PROPERTY OWNER(S):	Antelope Valley Transit Authority	DATE OF AGREEMENT:	4/30/2026	
MAILING ADDRESS:	42210 6 th St W, Lancaster, CA 93534	INSTALLATION ADDRESS:	42210 6 th St W, Lancaster, CA 93534	
\$0.00	\$41,350	\$0.10	2.9%	25 Years
Upfront costs	Monthly Fee	Rate per kWh (Year One)	Annual Escalator	Agreement term

System installation, maintenance, and warranty:

- We insure, maintain, and repair the System (including the inverter) at no additional cost to you, as specified in your Agreement.
- We provide 24/7 monitoring at no additional cost to you, as specified in your Agreement.
- The rate you pay us for electricity and battery storage services, exclusive of taxes, will never increase by more than 2.9% per year.

- Your Agreement will renew for five (5) years at the end of the Initial Term unless you notify us that you prefer that it terminate.

Options for system purchase and transfer:

- If you move, you may transfer your Agreement to the purchaser of Property, as specified in your Agreement.
- At certain times, as specified in your Agreement, you may purchase the System. These options apply during the term of your Agreement.

I understand, acknowledge, and agree that this page is a non-binding summary of the attached Agreement. In the event of a conflict, the provisions of the Agreement control.

Authorized Signatory

Authorized Signatory

Options at the end of the 25-year term:

- System Owner will remove the System at no cost to you.
- You may purchase the System from System Owner for its fair market value as specified in your Agreement.

SOLAR POWER PURCHASE & ENERGY STORAGE SERVICES AGREEMENT

1. INTRODUCTION

This Solar Power Purchase & Energy Storage Services Agreement (this “Agreement”) is the agreement between you and Participate.Energy LLC (the “System Owner”) (together with its successors and assigns, or altogether, “we,” “us” or “our”), relating to (a) the installation of a solar panel system (the “Solar System”) plus battery (the “Battery,” together with the Solar System, the “System”) at your property, (b) the sale of power generated by the Solar System (the “System Generation”) by System Owner to the City of Lancaster, your local Community Choice Aggregation (“CCA”) provider [(“Lancaster Energy”)], and (3) your purchase of an amount of the power equivalent to the System Generation from your utility in accordance with Power Choice+ tariff. The System will be installed by PE Operations LLC (“Installer”) at the installation address (the “Property”) indicated on the “Summary of Your Solar Power Purchase & Energy Storage Services Agreement” that accompanies this Agreement.

2. TERM

System Owner agrees to sell to Lancaster Energy the System Generation for resale to you pursuant to the Power Choice+ tariff of an amount of power equivalent to the System Generation for 25 years (300 months), plus, if the Interconnection Date is not on the first day of a calendar month, the number of days left in that partial calendar month. We refer to this period of time as the “Term.” The Term begins on the System Installation Date. The “System Installation Date” is the date that the System is turned on and generating power. Unless the Installer turns the system on while on site, the Installer will notify you by email and mail when your System is ready to be turned on, and your solar Power purchases start on this date.

3. SOLAR POWER PURCHASE & ENERGY STORAGE SERVICE AGREEMENT PAYMENTS; AMOUNTS

3.1. Price. During the Term, you agree to purchase power for your Property pursuant to the Power Choice+ tariff in an amount equivalent to the System Generation, During the first year of the Term, the power purchase price is \$0.10 per kWh. If applicable and in addition, during the first year of the Term, the energy storage services price is a fixed fee of \$41,350.00. Thereafter, the price per kWh (up to the amount of System Generation) and fixed monthly fee for energy storage services will annually increase by 2.9% of the previous year’s price. There are no upfront installation costs to you.

3.2. If utilizing a special offer as indicated by the SPECIAL OFFER box being selected in the disclosure statement above. The governing pricing, qualifying criteria, terms and special conditions are included in the enclosed Incentive Pricing Addendum. The Incentive Pricing Addendum shall take priority of any conflicting terms in this Agreement. Other terms and conditions of this Agreement remain the same.

3.3. Payments. Your monthly energy payment obligations will be in accordance with the Power Choice+ tariff, provided that for the System Generation the amount of your payment obligations will be calculated as the product of (A) the rate per kWh set forth in Section 2.1 above, multiplied by (B) the actual kWh output of System Generation for each calendar month during the Term; and (2) the fixed monthly fee for energy storage services throughout the Term (“Monthly Payments”). Invoices for Monthly Payments will be included with your monthly utility bills provided by your utility provider Southern California Edison (“Utility”). Monthly Payments will change as your price per kWh and energy storage fee changes over the Term of this Agreement and as Solar System production varies (e.g., summer has higher production). You will have regular access to the Solar System’s production via your online account. Payments due upon installation, if any, are due immediately prior to commencement of installation.

3.4. Estimated Production.

3.4.1.If (i) the System is shut down for more than seven (7) full twenty-four (24) hour days cumulatively during the Term because of your actions; (ii) you take some action that significantly reduces the output of the System; (iii) you don't trim your bushes or trees to their appearance when you signed this Agreement to avoid foliage growth from shading the System; or (iv) your System is not reporting production to System Owner (e.g., you have disconnected the monitoring system or the Internet connection at your Property goes down on the reporting day), then we will reasonably estimate the amount of power that would have been delivered to you during such System or reporting outages or reduced production periods ("Estimated Production") and shall consider Estimated Production as actual production for purposes of this section 3. In the first year of the Term, Estimated Production will be based on our production projections. After the first year of the Term, Estimated Production will be based on historical production for that month in the prior year. If we bill you for Estimated Production because your System is not reporting production, and we subsequently determine that we have either overestimated or underestimated the actual production, then we will adjust the next bill downward (to refund overbilling) or upward (to make up for lost billing). You will not be charged for Estimated Production when the System is not producing electricity due to our fault, or if it's due to grid failure or power outages caused by someone other than you. WE DO NOT WARRANT OR GUARANTEE THAT YOU WILL REALIZE ANY SAVINGS AS COMPARED TO THE COSTS OF PURCHASING EQUIVALENT POWER FROM YOUR LOCAL UTILITY.

3.4.2.If the System is unable charge and/or discharge the Battery for more than ninety percent (90%) of any month during the Term for any reason other than your actions, then your obligation to make any payment hereunder, including pursuant to Sections 3.1-3.3 shall be suspended for such month and shall remain suspended unless and until System operation is restored. For any period during which payments are suspended, System Owner may elect to extend the Term by a corresponding period.

4. ENERGY STORAGE SERVICES

4.1. Energy Storage Services; Grid Outages. During the Term, System Owner will operate and maintain the Battery and discharge electricity from the System to offset your electricity usage. We will determine the times and rates of charging and discharging in our sole discretion, provided no interruption to operations of Customer, including, but not limited to, overnight charging activities, shall take place. You may use the System to provide backup power to your Property in the event of a grid outage.

4.2. Energy Storage Management. With your prior written consent (including consent via email communication), we may use the System to support the local grid or provide certain services, including ancillary services, capacity, and similar services ("Energy Storage Services") and that we may assign this right to third parties, including your utility.

4.3. Metering. You agree to permit us to conduct temporary shutdowns of the main electrical service in order to install the necessary metering to provide the Energy Storage Services. If such a shutdown is not permissible, then you agree to work with us in good faith to provide real-time access to load data through an existing energy management system or other means.

5. YOUR OBLIGATIONS

5.1. System and Property Maintenance.

You agree to:

→ only purchase electric power for your Property from Lancaster Energy: (i) pursuant to the Power Choice+ tariff for amounts equivalent to the System Generation; and (ii) pursuant to any supplemental

utility tariff for your onsite energy requirements in excess of that satisfied by this foregoing subsection (i);

→ only have the System repaired pursuant to the Limited Warranty (described in Section 6) and reasonably cooperate when repairs are being made;

→ keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when the Installer installed it;

→ not modify your Property in a way that materially impedes with the System Operations or performance;

→ be responsible for any conditions at your Property that affect the installation (e.g., removing any tree or vegetation that is in the way, prior work you have done on your Property that was not permitted);

→ not remove any markings or identification tags on the System;

→ as set forth in 4.7, permit System Owner or its designees, after giving you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;

→ use the System primarily for onsite behind-the-meter energy consumption, but not to heat a swimming pool;

→ not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;

→ notify System Owner (a) if you think the System is damaged or appears unsafe, (b) if any part of the System is stolen, upon Customer becoming aware of such theft, and/or (c) prior to changing your power supplier;

→ have anyone with an ownership interest in your Property sign this Agreement;

→ return any documents we send you for signature (like incentive claim forms) within seven (7) days of receiving them; and

5.2. System Construction, Repair, Insurance and System Owner's obligations.

We agree to:

→ schedule the installation of the System at a mutually convenient date and time once all preconditions to construction are met, including but not limited to securing necessary financial incentives;

→ construct the System according to written plans you approve or review;

→ provide you with a web-enabled meter to accurately measure the amount of power the System delivers to you;

→ provide you with a site energy evaluation;

→ notify you if the System design has to be materially changed so that you can review any such changes;

→ clean up after ourselves during the construction of the System;

→ insure the System against all damage or loss unless (A) that damage or loss is caused by your gross negligence; or (B) you intentionally damage the System. Upon damage to or destruction of the System, you will not be entitled to receive or retain any insurance proceeds. In cases where we bear the risk of loss, our sole obligation to you will be to repair or replace the System to the extent required by the Warranty;

→ insure our actions, covering damages to your Property, equipment and/or vehicles caused by faulty installation, System malfunction or manufacturing defects, which insurance shall meet the requirements set forth in Attachment XX hereto;

→ not be a loss payee (or named insured) on the insurance policy covering your System; and

→ repair and/or replace the System to the extent it is damaged by persons, entities or events other than you and reasonably cooperate with you when scheduling repairs.

5.3. Property Renovations or Repairs. If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only have the System removed and replaced pursuant to the Limited Warranty.

5.4. Late Charges. In addition to any other amounts you agree to pay in this Agreement, you agree to pay the following:

→ Late Payments: accrue interest at the lesser of twelve percent (12%) annually or the maximum allowable percentage by applicable law. Lancaster Energy may elect to charge these fees on your utility bill.

5.5. Taxes. Your electricity rate as set forth in this Agreement is composed of an electricity rate plus current applicable taxes. You agree to pay any changes in the applicable taxes related to this Agreement. Thus, if current tax rates change or new taxes are imposed, your electricity rate under this Agreement will change to reflect the changed and/or new taxes. If this Agreement contains a purchase option at the end of the Term, you agree to pay any applicable tax on the purchase price for the System. You also agree to pay as invoiced any applicable personal property taxes on the System.

5.6. No Alterations. You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without System Owner's prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be System Owner's property.

5.7. Access to the System.

5.7.1. You grant to System Owner and Installer, as well as its designees and their employees, agents and contractors, a non-exclusive license running with the Property with the right to reasonably access all of the Property as necessary for the following purposes:

→ installing, constructing, operating, maintaining, owning, repairing, removing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System;

→ enforcing System Owner's rights as to this Agreement and the System;

→ installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; and/or

→ taking any other action reasonably necessary in connection with installing, constructing, operating, maintaining, owning, repairing, removing and replacing the System.

This access right shall continue for up to ninety (90) days after this PPA expires (the "License Term") to provide System Owner with time to remove the System at the end of the Agreement. We shall provide you with reasonable notice of a need to access the Property when giving such notice is possible and commercially reasonable.

5.7.2. During the time that System Owner has access rights you shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access. You agree that System Owner or its designee may record a customary memorandum of license in the land records respecting the License. You agree that the System is not a fixture, but

System Owner has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System. Neither this Agreement nor any UCC-1 financing statement we may file in connection with this Agreement constitutes or imposes a consensual lien on your Property.

5.8. Indemnity. To the fullest extent permitted by law, each party (the “Indemnifying Party”) shall indemnify, defend, protect, save and hold harmless the other party and each of their respective elected and appointed officials, employees, officers, directors, agents, financing partners, successors and assigns (the “Indemnified Parties”) from any and all third party claims, actions, costs, expenses (including reasonable attorneys’ fees, expert witness fees, and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence or willful misconduct; provided, that nothing herein shall require either party to indemnify any Indemnified Party for its own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

5.9. Payments. SUBJECT TO SECTION 4.2 ABOVE, YOU AGREE THAT THE OBLIGATION TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND NOT BE SUBJECT TO ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE, AND CONTINUE TO BE, PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS AGREEMENT, REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

6. WARRANTY

6.1. Limited Manufacturer Warranties.

The solar panels, inverter and battery energy storage system each come with a warranty from their manufacturers (each, a “Limited Warranty”). The inverter warranty will cover defects for at least 10 years. The battery energy storage systems will cover defects for at least 10 years. You agree that, as the System Owner, we have the right and obligation to make warranty claims for any part of the System.

6.2. Warranty Disclaimer

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED MANUFACTURER WARRANTIES, AND THAT NEITHER INSTALLER NOR SYSTEM OWNER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

7. TRANSFER

You agree that System Owner may assign, sell or transfer the System and this Agreement, or any part of this Agreement or the exhibits, without your consent. Such an assignment will not change our obligation to maintain and repair your System as set forth in the Warranty. An assignment of System Owner’s rights and/or obligations under this Agreement shall not result in any change to your rights and/or obligations under this Agreement.

System Owner agrees that you may assign, sell or transfer your rights to delivery of energy to Lancaster Choice Energy, or its successor, without System Owner’s consent. Such an assignment will not change System Owner’s obligation to maintain and repair your System as set forth in the Warranty. An assignment of your rights and/or obligations under this Agreement shall not result in any change to System Owner’s rights and/or obligations under this Agreement.

8. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND/OR REBATES

You agree that the System is the System Owner's personal property under the Uniform Commercial Code. You understand and agree that this Agreement is not a contract to sell or lease the System to you. System Owner owns the System for all purposes, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by us, and shall at your expense protect and defend us against the same.

You understand and agree that any and all tax credits, incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or any other non-power attributes of the system are the property of and for the benefit of the System Owner or its designee, usable at its sole discretion. Notwithstanding the foregoing, the Parties expressly agree that you shall own all Low Carbon Fuel Standard (LCFS) vehicle charging credits. System Owner shall have the exclusive right to enjoy and use all non-LCFS benefits, whether such benefits exist now or in the future. You agree to refrain from entering into any agreement with your utility that would entitle your utility to claim any such non-LCFS benefits. You agree to reasonably cooperate with System Owner so that it may claim any non-LCFS tax credits, renewable energy credits, rebates, carbon offset credits or any other benefits from the system. This may include to the extent allowable by law, entering into net metering agreements, interconnection agreements, and filing renewable energy/carbon offset credit registrations and/or applications for rebates from the federal, state or local government or a local utility and giving these non-LCFS tax credits, renewable energy/carbon credits, rebates or other benefits to System Owner.

9. PURCHASING SYSTEM PRIOR TO END OF TERM

In addition to transfer of title to the System to you at the end of the Term, you have the option to purchase the System prior to the end of the Term as detailed below. To exercise this option, you must be in good standing under this Agreement, and you need to give us at least one (1) month, but not more than three (3) months prior written notice. You can purchase this System:

- on the five (5) year anniversary of the beginning of the Term and every annual anniversary after the five (5) year anniversary; and
- at any time after the five (5) year anniversary of the beginning of the Term, when you sell your Property; and
- if we ever cease our operations and fail to provide for a substitute System provider.

The price you will pay for the System under this section will be the higher of (a) the System's fair market value ("FMV") and (b) the Income Loss (as defined below). If you and the System Owner cannot agree upon FMV, a third-party independent appraiser will be retained to compute the System's FMV. Our maintenance and repair obligations in accordance with the Limited Warranty set forth in Section 5 will end when and if you purchase the System pursuant to this section.

10. [RESERVED

11. SELLING YOUR PROPERTY

If you sell your Property, you can:

- **Transfer the Agreement and the Monthly Payments.** If the person buying your Property agrees to abide by the terms and conditions for participating in the Power Choice+, then the person buying your Property can sign a transfer agreement assuming all of your rights and obligations under this Agreement.
- **Purchase the System**

You agree to give us at least fifteen (15) days but not more than three (3) months prior written notice if you want someone to assume your Agreement obligations. In connection with such assumption, you, your approved buyer and we shall execute a written transfer of this Agreement.

If you sell your Property and cannot comply with any of the options above, you will be in default under this Agreement. This Section 10 includes a Property sale by your estate or heirs.

This Agreement is free of any restrictions that would prevent the property owner from freely transferring the Property. In the event of a foreclosure of the Property, your lender has the right (but not the obligation) to do ONE of the following:

- terminate this Agreement and require the System Owner to remove the System subject to your obligations under Sections 13 and 14;
- become a beneficiary (but not obligor) of your Agreement free of charge (*i.e.*, receive power from the System and enforce the Limited Warranty but not have the obligation to make payment, which obligation will remain with you – if you don't make timely payment, you will be in default under Section 13 and we can terminate, remove the System and take all other remedies we have under Section 14;
- enter into a new power purchase agreement with us on terms no less favorable than this Agreement; or
- require transfer of this Agreement under this Section 10 to a subsequent purchaser of the Property.

We will not prohibit the sale, conveyance or refinancing of the Property. The System Owner may choose to file in the real estate records a UCC-1 financing statement ("Fixture Filing") that preserves its rights in the System. The Fixture Filing is intended only to give notice of its rights relating to the System and is not a lien or encumbrance against the Property. The System Owner shall explain the Fixture Filing to any subsequent purchasers of the Property and any related lenders as requested. The System Owner shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property.

EXCEPT AS SET FORTH IN THIS SECTION 10, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

12. LOSS OR DAMAGE

Unless you are grossly negligent or you intentionally damage the System, the System Owner will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Agreement, no loss, damage, theft or destruction will excuse you from your obligations under this Agreement, including Monthly Payments.

If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this Agreement, you shall continue to timely make all Monthly Payments and pay all other amounts due under the Agreement and, cooperate with us, at our sole cost and expense, to have the System repaired pursuant to the Limited Warranty.

13. LIMITATION OF LIABILITY

13.1. No Consequential Damages. LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL INSTALLER OR EITHER PARTY BE LIABLE TO ANY OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

13.2. Actual Damages. EXCEPT FOR CLAIMS UNDER SECTION 4.8 (INDEMNITY), NO PARTY'S LIABILITY TO ANY OTHER WILL EXCEED AN AMOUNT EQUAL TO THE MAXIMUM AMOUNT THAT COULD BE PAYABLE BY YOU UNDER SECTION 14. DAMAGES TO YOUR PROPERTY ,

BELONGINGS OR PROPERTY RESULTING FROM THE INSTALLATION OR OPERATION OF THE SYSTEM ARE COVERED IN THE LIMITED WARRANTY SET FORTH IN SECTION 5.

14. DEFAULT

You will be in default under this Agreement if any of the following occur:

- you fail to make any payment when it is due and such failure continues for a period of ten (10) days;
- you fail to perform any material obligation that you have undertaken in this Agreement (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fourteen (14) days after written notice;
- you or your guarantor have provided any false or misleading financial or other information to obtain this Agreement;
- you assign, transfer, encumber, sublet or sell this Agreement or any part of the System without our prior written consent; or
- you or any guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against you or it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.

15. REMEDIES IN CASE OF DEFAULT

If you default under the terms of this Agreement, we may take any one or more of the following actions. If this Agreement or the law requires us to do so, we will give you notice and wait any period of time required before taking any of these actions.

We may:

- terminate this Agreement;
- take any reasonable action to correct your default or to prevent our loss, including by directing your utility to file a lien against your real Property; any amount we pay will be added to the amount you owe us and will be immediately due;
- require you, at your expense, to return the System or make it available to us in a reasonable manner;
- proceed, by appropriate court action, to enforce performance of this Agreement and to recover damages for your breach;
- disconnect, turn off or take back the System by legal process or self-help, subject to applicable law.
- report such non-operational status of the System to your utility, informing them that you are no longer net metering;
- charge you a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after we disconnect or turn off the System due to your default;
- recover from you a payment equal to the (i) any and all direct damages incurred by System Owner as a result of your default, plus (ii) any loss of income under any agreement between Owner and Program Fund with resulting for the remaining Term, discounted to net present value at a discount rate of 3% ("Income Loss"), plus (iii) reasonable compensation, on a net after tax basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit equal to the percentage amount under then applicable tax laws of the System cost, including installation; and (B) accelerated depreciation over five (5) years in a percentage amount allowed under then applicable tax laws of the System cost, including installation, plus (iv) all taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing; or
- use any other remedy available to us in this Agreement or by law.

We may submit to credit reporting agencies (credit bureaus) negative credit reports that would be reflected on your credit record if you do not pay any amounts due under this Agreement as required.

You agree to repay us for any reasonable amounts we pay to correct or cover your default. You also agree to reimburse us for any costs and expenses we incur relating to the System's return resulting from early termination. By choosing any one or more of these remedies, We do not give up any right to use another remedy. By deciding not to use any remedy should this Agreement be in default, we do not give up our right to use that remedy in case of a subsequent default.

16. SYSTEM REMOVAL; RETURN

At the end of the Term or the termination of this Agreement, if this Agreement has not been renewed or if you have not exercised your purchase option (if any) and you have not defaulted, then within ninety (90) days we may remove the System from your Property at a mutually convenient date and time and at no cost to you. If System Owner has not commenced removal of the System from your Property within ninety (90) days after the earlier to occur of the end of the Term or the termination of this Agreement, at Customer's election either (i) System Owner shall pay the removal cost of the system to Customer in an amount not to exceed \$0.10/Wdc; or (ii) the System shall become the property of Customer and System Owner agrees to reasonably cooperate with you (or your successors/assigns) to execute, record and/or otherwise document such title transfer.

17. APPLICABLE LAW

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State. The parties agree that the exclusive jurisdiction for any lawsuit related to or arising under this Agreement shall be in the Superior Court of California, in the County where the System is installed, or the United States District Court for the District of California in which the System is installed. Each party waives any objection to jurisdiction and venue for any such lawsuit.

18. WAIVER

Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this Agreement.

19. NOTICES

All notices under this Agreement shall be in writing and shall be delivered by personal delivery, facsimile transmission, electronic mail, overnight courier, or certified or registered mail, return receipt requested.

20. ENTIRE AGREEMENT; CHANGES

This Agreement contains the parties' entire agreement regarding the sale and purchase of power generated by the System. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both parties. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

21. PUBLICITY

Subject to approval by Customer's CEO, which approval shall not be unreasonably withheld or delayed, you give us permission to take pictures of the System as installed on your Property to show to other customers, include in informational materials, include in promotional materials, and/or display on our website(s).

I have read this Agreement, including the Exhibits, in its entirety and agree to be bound by its terms. I also acknowledge that I have received a complete copy of this Agreement.

Customer Name

ANTELOPE VALLEY TRANSIT AUTHORITY:

Signature: _____

Date: _____

System Owner

PARTICIPATE.ENERGY LLC, a Delaware limited liability company:

Signature: _____

Date: _____

ATTACHMENT XX
INSURANCE REQUIREMENTS

Participate Energy, LLC shall at all times maintain in force at Participate Energy's expense, each insurance noted below:

Workers' Compensation insurance in compliance with California Code of Regulation, Title 8 - Industrial Relations, Chapter 4.5 - Division of Workers' Compensation, together with Employer's Liability insurance with coverage limits of not less than \$1,000,000 must be included, unless exempt.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Participate Energy does not have coverage and claims to be exempt, attach proof that an exemption is grantable pursuant to California Code of Regulation, Title 8 - Industrial Relations, Chapter 4.5 - Division of Workers' Compensation.

Excess Commercial Liability insurance with a combined single limit of not less than \$5,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$5,000,000. This is to cover damages caused by acts related to services provided under this Contract.

Required by Antelope Valley Transit Authority ("AVTA") Not required by AVTA

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000, \$1,000,000 each occurrence for Bodily Injury and Property Damage, with an excess liability insurance limit of not less than \$5,000,000, This insurance must include contractual liability coverage

Required by AVTA Not required by AVTA

Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000, \$5,000,000 each claim, incident, or occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, with an excess liability insurance limit of not less than \$ 5,000,000.

Required by AVTA Not required by AVTA.

Coverage must be provided by an insurance company admitted to do business in California and rated A-VII or better by AM Best's Insurance Rating. Participate Energy's coverage will be primary in the event of loss. Participate Energy shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition will be included in all commercial general liability policies required by this Contract.

Participate Energy shall furnish a Certificate of Insurance, and original required endorsement(s), to the AVTA with the signed Contract. The Policy(ies) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without **ten (10) calendar days written** notice from Participate Energy's insurer to the AVTA. The Certificate shall also state the deductible or retention level. If requested, complete copies of insurance policies shall be provided to the AVTA. The policy(ies) shall require that not less than ten (10) days **written** notice shall be provided to the AVTA prior to any reduction in policy limits or coverage, and not less than ten (10) days' notice shall be provided to the AVTA prior to cancellation of any required policy.

The amount and type of insurance coverage as required herein is not intended to, and shall not be interpreted to, limit the scope of the indemnity set forth in this Contract.

Additional Insureds. The commercial general liability and automobile liability insurance policies shall be endorsed to provide that the **"Antelope Valley Transit Authority, its boards, commissions, directors, departments, officers, officials, agents, and employees are additional Insureds with respect to Participate Energy's services to be provided under this Contract."** These policies shall require the insurer to waive the right of subrogation. Participate Energy waives the right of subrogation. If requested, complete copies of insurance policies shall be provided to the AVTA.

Required Conditions. Participate Energy also agrees to the following conditions relating to insurance:

(1) Participate Energy's insurance shall be primary with respect to any insurance maintained by AVTA and no insurance held by AVTA shall be called upon to contribute to any liability or loss.

(2) The insurance afforded by the policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) shall include liability assumed by Participate Energy under the indemnification and/or hold harmless provisions of this Agreement.

Aggregate Limits/Blanket Coverage. -- AVTA understands that some of Participate Energy's insurance policies contains aggregate limits, and requires that Participate Energy shall give AVTA prompt written notice of any incident, occurrence, claims settlement, or judgment against such insurance which may diminish the protection such insurance affords AVTA, as required under this Section. Participate Energy shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits, in satisfaction of the coverage limits in subsection A hereof.

Self-Insurance and Self-Insured Retention. -- Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by AVTA upon review of evidence of Participate Energy's financial capacity to respond. In addition, such programs or retention must provide AVTA with at least the same protection from liability and defense of claims and suits as would be afforded by first-dollar insurance.

Modification of Coverage. -- AVTA reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving Participate Energy sixty (60) calendar days advance written notice.

Subrogation. -- The insurance providers shall waive all rights of subrogation and contribution against the additional insureds identified in subsection B hereof, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of Participate Energy, regardless of any prior, concurrent, or subsequent active or passive negligence by the additional insureds.

Failure to Procure Insurance. -- Participate Energy' s failure to procure or maintain required insurance or self-insurance program shall constitute a default and material breach of contract under which AVTA may immediately either terminate this Agreement, or at its discretion, purchase the insurance and charge the cost to Participate Energy or deduct such cost from payments due to Participate Energy hereunder.

Underlying Insurance. -- Participate Energy shall be responsible for requiring insurance and indemnification, of such types and with such limits of liability as Participate Energy deems appropriate, from its subcontractors, employees receiving mileage allowance, consultants, and agents, if any, in order to protect Participate Energy' s and AVTA' s interests, and to ensure that such persons comply with any applicable insurance statutes.



DATE: April 28, 2026

TO: BOARD OF DIRECTORS

SUBJECT: Fiscal Year 2027 Preliminary Budget Assumptions

RECOMMENDATION:

Approve the Fiscal Year 2027 Preliminary Budget Assumptions and provide directions to staff regarding fiscal priorities for the Final Fiscal Year 2027 Budget.

FISCAL IMPACT:

The FY 2027 operating revenue total is \$48,847,404, while the operating expenditure total is \$50,062,519, producing a deficit of \$1,215,115. Agency funds will cover this deficit. The proposed capital budget of \$8,009,000 reflects \$6,520,000 for Fleet expenses and \$1,489,000 for Facilities expenses. The Solar Farm and Shared Charging Lot project has been restructured, with partial funding for the land having been carried forward from previous year.

BACKGROUND:

The Authority will utilize FTA Sections 5307, 5337 and 5339 formula funds to provide continuous operations and capital support allowing AVTA to serve our communities. Attachment A details the Preliminary Operating Assumptions, and Attachment B details the Capital Projects Plan.

Prepared by:

Submitted by:

Judy Vaccaro-Fry
Chief Financial Officer

Martin J. Tompkins
Executive Director/CEO

Attachment: A – FY 2027 Preliminary Operating Assumptions
B – FY 2027 Preliminary Capital Projects Plan
C – FY 2027 Preliminary Operating & Capital Budget Presentation

NB 4 – ATTACHMENT A

FISCAL YEAR 2027 (FY 2027)

PRELIMINARY OPERATING BUDGET ASSUMPTIONS

OPERATING REVENUE

- **Fare Revenue:** Ridership levels are increasing slightly, therefore the projected revenue for FY 2027 is \$2.7 million.
- **Jurisdictional Operating Contributions:** The dramatic increase in funds in this category is due to an overhaul of the methodology for the operation contribution from each jurisdiction. The increase of \$6.4 million in operating funds from the Cities of Lancaster and Palmdale, and LA County are providing AVTA with much needed funds that will enable operational sustainability.
- **Metro FAP:** According to the most recent Transit Fund Allocations draft from the Los Angeles County Metropolitan Transportation Authority (LACMTA), the agency will receive a total of over \$16.8 million in operating funds. The decrease from prior year is primarily due to lower revenues from Measure M and Measure R.
- **Other Operating Revenues:** Advertising revenue is budgeted at \$165K. Low-Carbon Fuel Standard (LCFS) credits are sold at market value and are estimated at \$562K. Interest rates have risen significantly and so AVTA is conservatively estimating interest/investment income at \$1.5 million. AVTA is also anticipating almost \$66k in property lease revenue.
- **FTA Formula Grants:** AVTA will use 5307 and 5337 FTA Formula Funds in FY 2027 to assist in funding continued operations. AVTA will use \$4.8 million of 5307 funding for Preventative Maintenance Costs and \$7.9 for Operations. AVTA will use an additional \$1.3 million of 5337 FTA Formula Funds for Preventative Maintenance Costs.

OPERATING EXPENDITURES

- **Purchased Transportation:**

- **Fixed-Route:** FY 2027 is the fifth year MV will be AVTA's fixed-route purchased transportation provider. The contract states a revenue hour rate increase from \$157.25 to \$163.48 in FY 2027. AVTA has budgeted as close to actual revenue hours as possible in FY 2027 and therefore anticipates just over 187K revenue hours during the fiscal year.
- **Micro-transit, DAR, and NEMT:** AVTS provides purchased transportation service for these on-demand rides. These services continue to gain popularity and ridership is increasing. DAR is budgeted at \$6.2 million, Micro-transit at \$1.3, and NEMT at \$17K.

- **Bus Propulsion:** The majority of AVTA's fleet is electric, however some small gasoline vehicles are needed. The traditional fuel total is \$87K. The remainder of the fleet is electric and charging costs are budgeted at approximately \$2.4 million.

- **Personnel:** AVTA plans to maintain a 48 person staff during FY 2027. The FY 2027 personnel budget assumes no COLA for this fiscal year and a maximum merit raise of 3%. AVTA has reduced staffing costs approximately 6% when compared to 2026.

- **Benefits:** The employee benefit structure includes Medical, Dental and Vision insurance as well as some ancillary insurance. Though the costs per employee will rise approximately 5% for these benefits. AVTA will not show a year over year cost change due to staffing structure.
- **Pension:** The employer share of CalPERS has decreased slightly for FY 2027 11.92% from 11.94% for CalPERS Classic. CalPERS Public Employee Pension Reform Act (PEPRA) employer contribution has also slightly decreased to 7.93% from 7.96% the year prior. CalPERS calculates pension contributions based on payroll figures one year in arrears. The employee contribution share for CalPERS Classic employees is paid by AVTA.

- **Insurance:** Insurance coverage costs are estimated to increase 3% above prior year's costs. Actual rates will likely be completed in June 2027 after the budget is completed and will be included in the mid-year review.

FY 2027 Preliminary Operating Assumptions

April 28, 2026

Page 3

- **General and Administrative Costs:** AVTA anticipates an overall reduction in costs of 21% primarily due to significant decreases in security costs.
- **Other Operating Costs:** AVTA anticipates a slight increase in costs primarily due to the continued increase in costs for various software needs.

	FY 2026 Budget	FY 2027 Budget	Over/(Under)
Revenue			
Fare Revenue	\$2,700,000	\$2,740,499	40,499
Jurisdictional Contributions (Ops)	\$6,423,480	\$12,899,341	6,475,861
Metro FAP	\$17,724,847	\$16,868,083	(856,764)
Other Revenue	\$1,932,748	\$2,201,615	268,867
Federal Formula Grants	\$14,142,379	\$14,137,866	(4,514)
Revenue Total	\$42,923,454	\$48,847,404	\$5,923,950
Expense			
Purchased Transportation	\$34,383,150	\$38,269,956	3,886,806
Fuel/Electricity	\$2,894,493	\$2,504,111	(390,383)
Gen & Admin Costs	\$1,655,877	\$1,301,784	(354,093)
Other Operating Costs	\$2,303,264	\$2,394,628	91,364
Wages & Benefits	\$5,926,329	\$5,592,040	(334,290)
Expense Total	\$47,163,114	\$50,062,519	\$2,899,404



NB 4 - ATTACHMENT B

<u>P#</u>	<u>DEPT</u>	<u>PM</u>	FY27 CAPITAL PROJECTS	PROJECT BUDGET
FLEET				
REPLACEMENT VEHICLES				
1				
a	FLEET	VSN	DAR / NEMT Replacement Vehicles (18 units)	\$ 2,175,000
b	FAC	SE	Maintenance Trucks (3 units)	\$ 120,000
2			FLEET EQUIPMENT - ALL Modes	
a	FLEET	VS	Charging Equipment (WAVE, Heliox, ABB, BYD)	\$ 2,190,000
b	FLEET	VS	Maintenance Tools	\$ 55,000
c	FLEET	VS	Major Bus Components - OOW (MB+CB)	\$ 600,000
d	FLEET	VS	Major Van Components - OOW	\$ 1,000,000
e	FLEET	VS	Radio Equipment	\$ 10,000
f	FLEET	VS	Service Level Maintenance Agreement	\$ 60,000
g	FLEET	VS	Tires	\$ 60,000
h	FLEET	VS	Wrap & Logo Replacements	\$ 250,000
AVTA FLEET TOTAL				\$ 6,520,000
FACILITIES				
AVTA EAST				
3				
a	IT	SW	Firewall Replacement	\$ 20,000
4			AVTA HEADQUARTERS - PHASE III Update	
a	FAC	SE	A/C & Reznor Replacement (3 units)	\$ 175,000
b	FAC	SE	Air Compressor Replacement (3 units)	\$ 150,000
c	IT	SW	Computer IDF Room Refresh	\$ 120,000
d	FAC	SE	Flooring Replacement - Carpet & Tile	\$ 75,000
e	FAC	SE	Storage Area - Community Room	\$ 65,000
f			Shade Structure - parking lot	\$ 175,000
g	FAC	SE	Tables - Community Room (30 units)	\$ 9,000
5			INFORMATION TECHNOLOGY - Data and Communications	
a	IT	SW	Camera Upgrade - Yard (10 units)	\$ 35,000
b	IT	SW	Communications Replacement (40 units)	\$ 35,000
c	IT	SW	Cyber Security Technology Enhancement	\$ 50,000
d	IT	SW	Phone System Cloud Migration	\$ 10,000
e	IT	SW	Secured Facility Access Upgrade	\$ 75,000
f	IT	SW	WiFi AP Upgrade - Yard	\$ 20,000
g	IT	SW	WiFi Upgrade - Maintenance Facility	\$ 25,000
6	EXEC	CF	Solar Farm	
a			Land	\$ 450,000
AVTA FACILITIES TOTAL				\$ 1,489,000
AVTA FY27 CAPITAL PROJECTS TOTAL				\$ 8,009,000

FY 2027 *Preliminary* Operating & Capital Budget

**Presentation to the Board of Directors
April 28, 2026**



2027 BUDGET SUMMARY

OPERATING: **\$50,062,519**

CAPITAL: **\$8,009,000**

FY 2027 TOTAL: **\$58,071,519**



2027 BUDGET SUMMARY

OPERATING

Expenses

\$50,062,519

Revenues

\$48,847,404

DEFICIT:

(\$1,215,115)

REVENUE V. EXPENSE

	FY 2026 Budget	FY 2027 Budget	Over/(Under)
Revenue			
Fare Revenue	\$2,700,000	\$2,740,499	40,499
Jurisdictional Contributions (Ops)	\$6,423,480	\$12,899,341	6,475,861
Metro FAP	\$17,724,847	\$16,868,083	(856,764)
Other Revenue	\$1,932,748	\$2,201,615	268,867
Federal Formula Grants	\$14,142,379	\$14,137,866	(4,514)
Revenue Total	\$42,923,454	\$48,847,404	\$5,923,950
Expense			
Purchased Transportation	\$34,383,150	\$38,269,956	3,886,806
Fuel/Electricity	\$2,894,493	\$2,504,111	(390,383)
Gen & Admin Costs	\$1,655,877	\$1,301,784	(354,093)
Other Operating Costs	\$2,303,264	\$2,394,628	91,364
Wages & Benefits	\$5,926,329	\$5,592,040	(334,290)
Expense Total	\$47,163,114	\$50,062,519	\$2,899,404

2027 CAPITAL PROJECT PLAN

FY27 CAPITAL PROJECTS	PROJECT BUDGET
FACILITIES	
AVTA EAST	
Firewall Replacement	\$ 20,000
AVTA HEADQUARTERS - PHASE III Update	
A/C & Reznor Replacement (3 units)	\$ 175,000
Air Compressor Replacement (3 units)	\$ 150,000
Computer IDF Room Refresh	\$ 120,000
Flooring Replacement - Carpet & Tile	\$ 75,000
Storage Area - Community Room	\$ 65,000
Shade Structure - parking lot	\$ 175,000
Tables - Community Room (30 units)	\$ 9,000
INFORMATION TECHNOLOGY - Data and Communications	
Camera Upgrade - Yard (10 units)	\$ 35,000
Communications Replacement (40 units)	\$ 35,000
Cyber Security Technology Enhancement	\$ 50,000
Phone System Cloud Migration	\$ 10,000
Secured Facility Access Upgrade	\$ 75,000
WiFi AP Upgrade - Yard	\$ 20,000
WiFi Upgrade - Maintenance Facility	\$ 25,000
Solar Farm	
Land	\$ 450,000
AVTA FACILITIES TOTAL	\$ 1,489,000

FLEET	
REPLACEMENT VEHICLES	
DAR / NEMT Replacement Vehicles (18 units)	\$ 2,175,000
Maintenance Trucks (3 units)	\$ 120,000
FLEET EQUIPMENT - ALL Modes	
Charging Equipment (WAVE, Heliox, ABB, BYD)	\$ 2,190,000
Maintenance Tools	\$ 55,000
Major Bus Components - OOW (MB+CB)	\$ 600,000
Major Van Components - OOW	\$ 1,000,000
Radio Equipment	\$ 10,000
Service Level Maintenance Agreement	\$ 60,000
Tires	\$ 60,000
Wrap & Logo Replacements	\$ 250,000
AVTA FLEET TOTAL	\$ 6,520,000

Total Capital: \$8,009,000



RECOMMENDATION

Approve the FY 2027 *Preliminary*
Capital & Operating Budget
or Provide Alternative Direction





DATE: April 28, 2026

TO: BOARD OF DIRECTORS

SUBJECT: Jurisdictional Contributions - Capital

RECOMMENDATION

That the Board of Directors provide direction regarding the Jurisdictional Contributions for capital replacements.

FISCAL IMPACT

The fiscal impact will vary per jurisdiction and are calculated based on the same percentages per service mode as approved for the operating contributions.

BACKGROUND

AVTA was formed in 1992 as a Joint Powers Authority (JPA) consisting of three jurisdictions, each with an equal number of Board votes. In June 2024 the methodology used to calculate the Authority's jurisdictional contributions for operating was updated and Board approved. In January 2026, AVTA received approval to move forward with recommended route enhancements, for inclusion in the new operations and maintenance RFP. Based on these enhancements, the capital replacement plan was updated.

The Capital Reserve account was depleted with the 2024 bus purchase, and accruals began with FY 2025 contributions. The current balance of this reserve stands at \$1.35 million.

Prepared by:

Submitted by:

Judy Vaccaro-Fry
Chief Financial Officer

Martin J. Tompkins
Executive Director/CEO

Attachment: A - Jurisdictional Contributions Rolling Stock - Capital

Jurisdictional Contributions ROLLING STOCK - CAPITAL

Presentation to the Board of Directors
April 28, 2026



DIAL-A-RIDE



DIAL-A-RIDE FLEET CONSIDERATIONS

Total Fleet - 21

Replacement Schedule

- FY27 - 18
- FY28 - 3

Useful Life - 4 years / 100,000 miles

Pricing has been adjusted to reflect current contract pricing + estimated equipment



DIAL-A-RIDE ANNUAL FUNDING PLAN

DIAL-A-RIDE		FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
		\$ 115,000	\$ 116,725	\$ 118,476	\$ 120,253	\$ 122,057	\$ 123,888	\$ 125,746	\$ 127,632	\$ 129,547
DAR - #1 model		10	1	0	0	10	1	0	0	10
TOTAL		\$ 1,150,000	\$ 116,725	\$ -	\$ -	\$ 1,220,568	\$ 123,888	\$ -	\$ -	\$ 1,295,466
Federal	85%	\$ 977,500	\$ 99,216	\$ -	\$ -	\$ 1,037,483	\$ 105,305	\$ -	\$ -	\$ 1,101,147
Capital Reserve	15%	\$ 172,500	\$ 17,509	\$ -	\$ -	\$ 183,085	\$ 18,583	\$ -	\$ -	\$ 194,320
		FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
		\$ 95,000	\$ 96,425	\$ 97,871	\$ 99,339	\$ 100,830	\$ 102,342	\$ 103,877	\$ 105,435	\$ 107,017
DAR - #2 model		8	2	0	0	8	2	0	0	8
TOTAL		\$ 760,000	\$ 192,850	\$ -	\$ -	\$ 806,636	\$ 204,684	\$ -	\$ -	\$ 856,134
Federal	85%	\$ 646,000	\$ 163,923	\$ -	\$ -	\$ 685,641	\$ 173,981	\$ -	\$ -	\$ 727,714
Capital Reserve	15%	\$ 114,000	\$ 28,928	\$ -	\$ -	\$ 120,995	\$ 30,703	\$ -	\$ -	\$ 128,420
DAR TOTAL		FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
TOTAL ANNUAL		\$ 1,910,000	\$ 309,575	\$ -	\$ -	\$ 2,027,204	\$ 328,572	\$ -	\$ -	\$ 2,151,601
FTA ANNUAL		\$ 1,623,500	\$ 263,139	\$ -	\$ -	\$ 1,723,124	\$ 279,286	\$ -	\$ -	\$ 1,828,861
JC CR ANNUAL		\$ 286,500	\$ 46,436	\$ -	\$ -	\$ 304,081	\$ 49,286	\$ -	\$ -	\$ 322,740
City of Lancaster	0.33%	\$ 95,500	\$ 15,479	\$ -	\$ -	\$ 101,360	\$ 16,429	\$ -	\$ -	\$ 107,580
City of Palmdale	0.33%	\$ 95,500	\$ 15,479	\$ -	\$ -	\$ 101,360	\$ 16,429	\$ -	\$ -	\$ 107,580
LA County	0.33%	\$ 95,500	\$ 15,479	\$ -	\$ -	\$ 101,360	\$ 16,429	\$ -	\$ -	\$ 107,580
→ FTA ANNUAL		\$ 635,323	\$ 635,323	\$ 635,323	\$ 635,323	\$ 635,323	\$ 635,323	\$ 635,323	\$ 635,323	\$ 635,323
→ JC CR ANNUAL		\$ 112,116	\$ 112,116	\$ 112,116	\$ 112,116	\$ 112,116	\$ 112,116	\$ 112,116	\$ 112,116	\$ 112,116

COMMUTER



COMMUTER



TOTALS

- FY35 Replacement **\$45,329,908**
- FTA Eligible 85% \$38,530,422
 - Local Match 15% **\$6,799,486**
 - Local Match per **\$323,783**

LOCAL MATCH BREAKDOWN

CB3 – Legacy Routes

- Local Match **\$6,151,916**

CB1 – Route 790

- Local Match **\$ 647,570**

Total Fleet - 21

Next Replacement Due > FY33
Extended Replacement > FY35

COMMUTER

CB3 – Legacy Routes 19

- City of Lancaster 42.73%
- City of Palmdale 42.05%
- LA County 15.22%

CB1 – Route 790 2

- LA County 100%

		FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
COMMUTER		\$ 1,916,184	\$ 1,944,927	\$ 1,974,101	\$ 2,003,712	\$ 2,033,768	\$ 2,064,274	\$ 2,095,238	\$ 2,126,667	\$ 2,158,567
		0	0	0	0	0	0	0	0	21
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,329,908
Federal	85%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,530,422
Local	15%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,799,486

COMMUTER ANNUAL FUNDING PLAN

Split: CB3 Legacy + CB1 Route 790

	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
FTA ANNUAL	\$ 4,281,158	\$ 4,281,158	\$ 4,281,158	\$ 4,281,158	\$ 4,281,158	\$ 4,281,158	\$ 4,281,158	\$ 4,281,158	\$ 4,281,158
Cumulative	\$ 4,281,158	\$ 8,562,316	\$ 12,843,474	\$ 17,124,632	\$ 21,405,790	\$ 25,686,948	\$ 29,968,106	\$ 34,249,264	\$ 38,530,422
CB3 - JC CR Annually	\$ 683,546	\$ 683,546	\$ 683,546	\$ 683,546	\$ 683,546	\$ 683,546	\$ 683,546	\$ 683,546	\$ 683,546
CB3 - Cumulative	\$ 683,546	\$ 1,367,092	\$ 2,050,639	\$ 2,734,185	\$ 3,417,731	\$ 4,101,277	\$ 4,784,824	\$ 5,468,370	\$ 6,151,916
CB3 TOTAL	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
City of Lancaster 42.73%	\$ 292,079	\$ 292,079	\$ 292,079	\$ 292,079	\$ 292,079	\$ 292,079	\$ 292,079	\$ 292,079	\$ 292,079
City of Palmdale 42.05%	\$ 287,431	\$ 287,431	\$ 287,431	\$ 287,431	\$ 287,431	\$ 287,431	\$ 287,431	\$ 287,431	\$ 287,431
LA County 15.22%	\$ 104,036	\$ 104,036	\$ 104,036	\$ 104,036	\$ 104,036	\$ 104,036	\$ 104,036	\$ 104,036	\$ 104,036
CB1 TOTAL	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
LA County 100.00%	\$ 71,952	\$ 71,952	\$ 71,952	\$ 71,952	\$ 71,952	\$ 71,952	\$ 71,952	\$ 71,952	\$ 71,952
CB1 - Cumulative	\$ 71,952	\$ 143,904	\$ 215,857	\$ 287,809	\$ 359,761	\$ 431,713	\$ 503,666	\$ 575,618	\$ 647,570
COMMUTER TOTAL	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
City of Lancaster	\$ 292,079	\$ 292,079	\$ 292,079	\$ 292,079	\$ 292,079	\$ 292,079	\$ 292,079	\$ 292,079	\$ 292,079
City of Palmdale	\$ 287,431	\$ 287,431	\$ 287,431	\$ 287,431	\$ 287,431	\$ 287,431	\$ 287,431	\$ 287,431	\$ 287,431
LA County	\$ 175,988	\$ 175,988	\$ 175,988	\$ 175,988	\$ 175,988	\$ 175,988	\$ 175,988	\$ 175,988	\$ 175,988

AVTA will need to reserve \$4,281,158 ANNUALLY toward replacement costs.



LOCAL TRANSIT



LOCAL TRANSIT FLEET CONSIDERATIONS

Bus prices adjusted to reflect most recent regional survey.

Local Transit fleet quantities have been updated to reflect:

- Market eligibility
- Range specs
- Battery capacity
- Seating capacity
- In-route charging equipment – need, condition & compatibility

Post updates, the bus count reduces significantly from January 2026 workshop/February Board presentation.

FLEET REQUIREMENT - APRIL 2026					
	<u>30-ft</u>	<u>35-ft</u>	<u>40-ft</u>	<u>60-ft</u>	<u>TOTAL</u>
Current	8	7	45	18	78
Change	0	30	13	6	49
20% Spare	0	6	3	2	11
TOTAL	0	36	16	8	60
difference	8	-29	29	10	18

FY26 REGIONAL BUS PRICE SURVEY

Vehicle Type	Agencies	Purchases	# of Vehicles	Weighted Average	Note
Paratransit Minivan (Class D)	1	1	25	\$128,239	RTA
Paratransit Cutaway, Gasoline	1	1	25	\$166,754	RTA
Paratransit Cutaway CNG (Type C)	2	2	8	\$209,393	VVTA
Trolley Bus Gasoline	1	1	10	\$300,106	Torrance Transit
Paratransit Minivan (Electric)	1	1	1	\$78,917	LADOT I.C.E.
40' CNG Bus	2	2	24	\$921,896	2 Agencies
40' H2 Fuel Cell	1	1	2	\$1,561,765	Torrance Transit
30' Electric Bus	1	1	5	\$964,863	City of El Monte
35' Electric Bus	1	1	2	\$1,294,109	SLO Transit
40' Electric Bus	8	8	74	\$1,348,743	8 Agencies
40' Electric Double Decker	1	1	12	\$1,758,000	Foothill Transit
40' Electric Commuter Bus	1	1	1	\$1,097,010	LADOT I.C.E.
60' Electric Bus	1	1	16	\$2,138,681	Omnitrans

LOCAL TRANSIT FLEET

Current Fleet – 78 Reduced Fleet – 60

Extended Replacements > +2 years

Accommodates dispositions @ earliest possible

- FY29 -10
- FY30 -8



APRIL 2026 LOCAL TRANSIT REPLACEMENT SCHEDULE

SIZE	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	
30 foot												0
35 foot				4			13	2			17	36
40 foot						12					4	16
60 foot							3				5	8
TOTAL	0	0	0	4	0	12	16	2	0	0	26	60

LOCAL TRANSIT ANNUAL FUNDING NEED

FY27 – FY37

TOTAL \$95,334,960

FTA \$ 81,034,716

Cap Reserve \$ 14,300,244

LOCAL TRANSIT		FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	FY36	FY37
		0	0	0	4	0	0	13	2	0	0	17
35 foot		\$ 1,294,109	\$ 1,313,521	\$ 1,333,223	\$ 1,353,222	\$ 1,373,520	\$ 1,394,123	\$ 1,415,035	\$ 1,436,260	\$ 1,457,804	\$ 1,479,671	\$ 1,501,866
TOTAL		\$ -	\$ -	\$ -	\$ 5,412,887	\$ -	\$ -	\$ 18,395,452	\$ 2,872,521	\$ -	\$ -	\$ 25,531,728
Federal	85%	\$ -	\$ -	\$ -	\$ 4,600,954	\$ -	\$ -	\$ 15,636,134	\$ 2,441,642	\$ -	\$ -	\$ 21,701,968
Capital Reserve	15%	\$ -	\$ -	\$ -	\$ 811,933	\$ -	\$ -	\$ 2,759,318	\$ 430,878	\$ -	\$ -	\$ 3,829,759
		0	0	0	0	0	12	0	0	0	0	4
40 foot		\$ 1,348,733	\$ 1,368,964	\$ 1,389,498	\$ 1,410,341	\$ 1,431,496	\$ 1,452,968	\$ 1,474,763	\$ 1,496,884	\$ 1,519,338	\$ 1,542,128	\$ 1,565,260
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,435,622	\$ -	\$ -	\$ -	\$ -	\$ 6,261,039
Federal	85%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,820,279	\$ -	\$ -	\$ -	\$ -	\$ 5,321,883
Capital Reserve	15%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,615,343	\$ -	\$ -	\$ -	\$ -	\$ 939,156
		0	0	0	0	0	0	3	0	0	0	5
60 foot		\$ 2,138,681	\$ 2,170,761	\$ 2,203,323	\$ 2,236,372	\$ 2,269,918	\$ 2,303,967	\$ 2,338,526	\$ 2,373,604	\$ 2,409,208	\$ 2,445,346	\$ 2,482,027
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,015,579	\$ -	\$ -	\$ -	\$ 12,410,133
Federal	85%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,963,242	\$ -	\$ -	\$ -	\$ 10,548,613
Capital Reserve	15%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,052,337	\$ -	\$ -	\$ -	\$ 1,861,520
Local Transit TOTALS		FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	FY36	FY37
		\$ -	\$ -	\$ -	\$ 5,412,887	\$ -	\$ 17,435,622	\$ 25,411,031	\$ 2,872,521	\$ -	\$ -	\$ 44,202,899
Federal	85%	\$ -	\$ -	\$ -	\$ 4,600,954	\$ -	\$ 14,820,279	\$ 21,599,376	\$ 2,441,642	\$ -	\$ -	\$ 37,572,465
Capital Reserve	15%	\$ -	\$ -	\$ -	\$ 811,933	\$ -	\$ 2,615,343	\$ 3,811,655	\$ 430,878	\$ -	\$ -	\$ 6,630,435



LOCAL TRANSIT ANNUAL FUNDING PLAN

FY27 – FY30

		FY27	FY28	FY29	FY30
FTA ANNUAL		\$ -	\$ 8,103,472	\$ 8,103,472	\$ 8,103,472
Cumulative		\$ -	\$ 8,103,472	\$ 16,206,943	\$ 24,310,415
JC Cap Annual		\$ -	\$ 1,430,024	\$ 1,430,024	\$ 1,430,024
Cumulative		\$ -	\$ 1,430,024	\$ 2,860,049	\$ 4,290,073
City of Lancaster	46.42%		\$ 663,817	\$ 663,817	\$ 663,817
City of Palmdale	41.15%		\$ 588,455	\$ 588,455	\$ 588,455
LA County	12.43%		\$ 177,752	\$ 177,752	\$ 177,752
	100.00%	\$ -	\$ 1,430,024	\$ 1,430,024	\$ 1,430,024

FY31 – FY37

		FY31	FY32	FY33	FY34	FY35	FY36	FY37
FTA ANNUAL		\$ 8,103,472	\$ 8,103,472	\$ 8,103,472	\$ 8,103,472	\$ 8,103,472	\$ 8,103,472	\$ 8,103,472
Cumulative		\$ 32,413,886	\$ 40,517,358	\$ 48,620,830	\$ 56,724,301	\$ 64,827,773	\$ 72,931,244	\$ 81,034,716
JC Cap Annual		\$ 1,430,024	\$ 1,430,024	\$ 1,430,024	\$ 1,430,024	\$ 1,430,024	\$ 1,430,024	\$ 1,430,024
Cumulative		\$ 5,720,098	\$ 7,150,122	\$ 8,580,146	\$ 10,010,171	\$ 11,440,195	\$ 12,870,220	\$ 14,300,244
City of Lancaster	43.63%	\$ 623,965	\$ 623,965	\$ 623,965	\$ 623,965	\$ 623,965	\$ 623,965	\$ 623,965
City of Palmdale	39.81%	\$ 569,328	\$ 569,328	\$ 569,328	\$ 569,328	\$ 569,328	\$ 569,328	\$ 569,328
LA County	16.55%	\$ 236,732	\$ 236,732	\$ 236,732	\$ 236,732	\$ 236,732	\$ 236,732	\$ 236,732
	100.00%	\$ 1,430,024	\$ 1,430,024	\$ 1,430,024	\$ 1,430,024	\$ 1,430,024	\$ 1,430,024	\$ 1,430,024

FY30 - SUGGESTED RECALCULATION

- FY28 route revisions (below) will adjust **all** jurisdictional percentages

FY28 Scheduled Revenue Miles	FY28 Local Transit	FY28 Percentage Breakdown
City of Lancaster	936,203.86	43.63%
City of Palmdale	854,226.32	39.81%
LA County	355,194.89	16.55%
Total	2,145,625.07	100%

- Maintains 2-years in arrears approach to match NTD, FTA & MTA

FLEET TOTALS COMBINED



FUNDING NEED - FLEET COMBINED

FY27 – FY37 **\$147,391,820**
 FTA **\$125,283,047** →
 Cap Reserve **\$ 22,108,773**

ANNUALLY AVTA will need to reserve

Dial-A-Ride	\$ 635,323
Commuter	\$ 4,281,158
Local Transit	\$ 8,103,716
TOTAL	\$13,020,197

TOTAL COMBINED FLEET		FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	FY36	FY37
Dial-A-Ride	TOTAL	\$ 1,910,000	\$ 309,575	\$ -	\$ -	\$ 2,027,204	\$ 328,572	\$ -	\$ -	\$ 2,151,601	\$ -	\$ -
	Federal	\$ 1,623,500	\$ 263,139	\$ -	\$ -	\$ 1,723,124	\$ 279,286	\$ -	\$ -	\$ 1,828,861	\$ -	\$ -
	Capital Reserve	\$ 286,500	\$ 46,436	\$ -	\$ -	\$ 304,081	\$ 49,286	\$ -	\$ -	\$ 322,740	\$ -	\$ -
Commuter	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,329,908	\$ -	\$ -
	Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,530,422	\$ -	\$ -
	Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,799,486	\$ -	\$ -
Local Transit	TOTAL	\$ -	\$ -	\$ -	\$ 5,412,887	\$ -	\$ 17,435,622	\$ 25,411,031	\$ 2,872,521	\$ -	\$ -	\$ 44,202,899
	Federal	\$ -	\$ -	\$ -	\$ 4,600,954	\$ -	\$ 14,820,279	\$ 21,599,376	\$ 2,441,642	\$ -	\$ -	\$ 37,572,465
	Capital Reserve	\$ -	\$ -	\$ -	\$ 811,933	\$ -	\$ 2,615,343	\$ 3,811,655	\$ 430,878	\$ -	\$ -	\$ 6,630,435
FLEET	TOTAL	\$ 1,910,000	\$ 309,575	\$ -	\$ 5,412,887	\$ 2,027,204	\$ 17,764,193	\$ 25,411,031	\$ 2,872,521	\$ 47,481,509	\$ -	\$ 44,202,899
	Federal	\$ 1,623,500	\$ 263,139	\$ -	\$ 4,600,954	\$ 1,723,124	\$ 15,099,564	\$ 21,599,376	\$ 2,441,642	\$ 40,359,283	\$ -	\$ 37,572,465
	Capital Reserve	\$ 286,500	\$ 46,436	\$ -	\$ 811,933	\$ 304,081	\$ 2,664,629	\$ 3,811,655	\$ 430,878	\$ 7,122,226	\$ -	\$ 6,630,435



ANNUAL CAPITAL RESERVE SUMMARY by Jurisdiction

<u>MODE</u>	<u>YEARS</u>	<u>City of Lancaster</u>	<u>City of Palmdale</u>	<u>LA County</u>
Dial-A-Ride	FY27 - FY35	\$ 112,116	\$ 112,116	\$ 112,116
Commuter	FY27 - FY35	\$ 292,079	\$ 287,431	\$ 175,988
Local Transit	FY27 - FY30	\$ 663,817	\$ 588,455	\$ 177,752
		\$ 1,068,012	\$ 988,002	\$ 465,856
<u>MODE</u>	<u>YEARS</u>	<u>City of Lancaster</u>	<u>City of Palmdale</u>	<u>LA County</u>
Dial-A-Ride	FY27 - FY35	\$ 112,116	\$ 112,116	\$ 112,116
Commuter	FY27 - FY35	\$ 292,079	\$ 287,431	\$ 175,988
Local Transit	FY31 - FY37	\$ 623,965	\$ 569,328	\$ 236,732
		\$ 1,028,160	\$ 968,875	\$ 524,835

Recommended Action:

Receive & File the FY27-FY37 Fleet Replacement Plan and provide direction to staff regarding annual capital reserve contributions per jurisdiction.

