PALMDALE

a place to call home

CITY COUNCIL MEETING
SUCCESSOR AGENCY/HOUSING AUTHORITY
CITY COUNCIL CHAMBERS
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, AUGUST 3, 2022
5:00 PM
7:00 PM
www.cityofpalmdale.org

WELCOME

The Council Chamber is open for in-person public comment and seating. The Mayor and/or one or more members of the City Council may participate virtually in this meeting.

How to observe the meeting virtually:

1. Spectrum local access Channel 27
2. Online live webcast at www.cityofpalmdale.org.

How to Submit Public Comments:

VERBAL PUBLIC COMMENT DURING THE MEETING – ZOOM Number: US: +1 669 444 9171 Webinar ID: 892 0241 1067 Passcode: 522992

Webinar attendee link https://us06web.zoom.us/j/89202411067?pwd=V3FzdndKeFNNUHRFSVZsV3REcy9KZz09.

Verbal comments must be limited to three (3) minutes. Public comments submitted will become part of the official meeting record.

The safety and well-being of employees and the public remains the City's top priority. The City of Palmdale appreciates your patience and understanding during these challenging times.

The City Council is making every effort to follow the spirit and intent of the Brown Act and other applicable laws regulating the conduct of public meetings in order to maximize transparency and public access.

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (661) 267-5151 at least 72 hours prior to the meeting.

If you require oral Spanish translation, please contact the City Clerk's Office at (661) 267-5151 at least 72 hours prior to the meeting.

Your courtesy is requested to help our meetings run smoothly. If you'll be kind enough to follow these simple rules, we can make the best possible use of your time and ours:

- Please refrain from public displays or outbursts, such as unsolicited applause, comments, cheering, foul language or obscenities.
- Any disruptive activities that substantially interfere with the ability of the City Council to carry out its meeting will not be permitted and offenders will be asked to leave the meeting.
- Please turn off/mute your cell phones and mobile devices.

5:00 P.M.

1. **MAYOR TO CALL MEETINGS TO ORDER**

2. **ROLL CALL**
   MAYOR/CHAIR HOFBAUER, MAYOR PRO TEM/VICE CHAIR LOA, COUNCILMEMBERS/DIRECTOR/COMMISSIONERS CARRILLO, BISHOP, BETTENCOURT, FRAGA-SAENZ, DENNY

3. **PUBLIC COMMENTS ON CLOSED SESSION ITEMS**
   The public is invited to comment on any closed session item listed below. Please submit a Speaker's Form to the City Clerk **BEFORE** this portion of the meeting begins. Each person addressing the Council is customarily given up to three minutes to speak (with double the time allotted to non-English speakers using a translator). The amount of time authorized may be adjusted by the chair. If you wish to provide information to the Council, please present the City Clerk with 7 copies. Otherwise, your materials will simply be added to the administrative record. If you are attending the meeting by phone, please press *9 to "raise your hand." If attending by personal computer, please click the "raise your hand" button. Press *6 to un-mute yourself, state your name and begin speaking.

4. **PRESENTATION BY CITY ATTORNEY**

4.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Shanae Smith, Patricia Nevarez and Michael "Mike" Behen vs. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 22STCV18219
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.2 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Ricci v. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 22STCV01269
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.3 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Government Code Section 54956.9(d)(1).
Name of case: John J. Murphy v. City of Palmdale;
Los Angeles County Superior Court Case Number: 22STCV22544
Related City Claim Number: 2022-007

4.4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property Address: 38820 3rd Street East and vacant land (APN 3006-008-06,14,15)
Negotiators for the City: Mike Miller, Director Neighborhood Services and Sophia Reyes, Housing Manager
Negotiator for Property Owner: The Rickey Thomas SEBO 2021 Trust
Under Negotiation: Price and terms of payment

4.5 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Leona Valley Town Council vs. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 22STCP01932
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1)

4.6 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

In Re National Prescription Opiate Litigation
United States District Court - Northern District of Ohio, Eastern Division
Case No. 17-MD-2804

This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

5. **ANNOUNCEMENT BY CITY ATTORNEY**

6. **ADJOURN CLOSED SESSION MEETING**

7:00 P.M.

7. **PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS**

8. **PRESENTATIONS**

8.1 Presentation of a cute critter available for adoption at the Palmdale Animal Care Center.

8.2 Presentation by Mayor and Council of a Commendation to outgoing Planning Commissioners V. Jesse Smith and Bart Avery.

8.3 Presentation by Pueblo Y Salud and Sharon O'Hara DrPH: Investigating the Relationship between Alcohol Outlet Density and Crime Rates in Palmdale, CA 2019-2020.
Palmdale Augpresentation.pdf

9. **WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)**
Staff Recommendation: Move to waive full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting. (Voice Vote - Requires a majority to waive.)

10. **PUBLIC COMMENTS ON LISTED AGENDA ITEMS (EXCLUDING PUBLIC HEARINGS)**
You may address the Council/Authority once per meeting during Public Comments. This portion of the public comment is on any item listed on the agenda, excluding public hearings (if any). Public comment on public hearing items (if any) will be heard when that matter is considered. To address the Council/Authority regarding an item on the agenda,

please fill out a Speaker's Form and submit it to the City Clerk BEFORE the Mayor/Chair announces the item. Each person addressing the Council/Authority is customarily given up to three minutes to speak (with double the time allotted to non-English speakers using a translator). The amount of time authorized may be adjusted by the chair. If you wish to provide information to the Council, please present the City Clerk with 7 copies. Otherwise, your materials will simply be added to the administrative record. If you are attending the meeting by phone, please press *9 to "raise your hand." If attending by personal computer, please click the "raise your hand" button. Press *6 to un-mute yourself, state your name and begin speaking.

11. **CONSENT CALENDAR**

All matters listed under the Consent Calendar will be enacted by one motion unless an item(s) is pulled by Council, in which case the item(s) will be removed from the Calendar and will be considered separately following this portion of the Agenda.

11.1 Receive and file the Monthly and Quarterly Investment Activity Reports for June 2022.(Staff Reference: Director of Finance Samson)

1._Staff_Report_-_Investment_Report_June_2022.docx
2. June 2022 City & Successor Investment Reports.pdf

11.2 Approve First Amendment to Agreement with Eide Bailly to provide Audit Services for an additional amount of $75,000, and not to exceed amount of $398,792 for a 1 year term through June 30, 2023. (Staff Reference: Director of Finance Samson)

1. Staff Report_Eide Bailly Amendment.docx
City of Palmdale - Eide Bailly (A-7499) Amendment #1.pdf

11.3 Approve Second Amendment to professional services Agreement with Lance, Soll, & Lunghard, LLP for an additional amount of $27,400, not to exceed amount of $237,400 for a four (4) year term through March 30, 2026. (Staff Reference: Director of Finance Samson)

01. Staff_Report_-_Agreement_A-7459_Lance Soll Lunghard V2.docx
Second_Amendment_to_Agreement_A-7459_with_Lance__Soll___Lunghard.pdf

11.4 Adopt Resolution No. CC 2022-085, a Resolution of the City Council of the City of Palmdale, authorizing the submission of the application for the 2022 Local Edward Byrne Memorial Justice Grant (JAG) Program to receive a Grant allocation of $50,943. (Staff Reference: Director Neighborhood Services Miller - Presented by Housing Coordinator Nichols)

JAG_Staff_Report_Resolution_No_CC_2022-085.docx
JAG__Resolution_No_CC_2022-085.pdf
JAG 2022 Complete Application for submission.pdf

11.5 Approve Memorandum of Understanding Between the City of Palmdale and Antelope Valley Economic Development and Growth Enterprise (AV EDGE) (Staff Reference: Director of Economic and Community Development Garibay - Presented by Sr. Economic Development Managing Analyst Schuler)

Staff_Report AV EDGE- A-8013.pdf
A-8013 AV Edge MOU.pdf

11.6 Award IFB 22-005-3400 Backflow Prevention Device Testing, Repair & Replacement and approve agreement with Greene Backflow in an amount not to exceed $240,000 over the contract term. (Staff Reference: Director of Public Works Heffernan)

SR_Award_IFB_Approve_A-7971_-_Greene_Backflow (1).pdf
A-7971 Greene Backflow v02 (awaiting signature).pdf

11.7 Award IFB 22-004-3400 As Needed Professional Painting Services and approve agreement with US National Corp dba Jimenez Painting Company in an amount not to exceed $400,000 over the contract term. (Staff Reference: Director of Public Works Heffernan)

SR Award IFB & Approve A-7972 - US National Corp.docx
A-7972 US National Corp dba Jimenez Painting Company v02 (awaiting signature).pdf

11.8 Notice of Completion - Accept completed project with Nu Line Technologies, LLC., for PN 751-B, Sanitary Sewer Pipeline Trenchless Rehabilitation Project, at various locations throughout the City. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

Stf Rpt NOC PN 751B.docx
Signed NOC PN 751B.pdf

11.9 Notice of Completion - Accept completed project with Interior Demolition Inc., for PN 832, Avenue R Abatement and Demolition of 2 Commercial Buildings. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

Stf Rpt NOC PN 832.docx
Signed NOC PN 832.pdf

11.10 Award construction agreement with Manhole Adjusting Inc., for PN 866, Sewer Manhole Adjustments and Rehabilitation Project, in the amount $340,000 for a term of 120 working days from the date of the Notice to Proceed. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

Staff_Report-_Final_PN_866.docx

11.11 Approve Excess Costs Grant Agreement with Homes for Families for $800,000 for development of 56 unit CalVet REN Veteran housing located at Division and Taintor. (Staff Reference: Director Neighborhood Services Miller - Presented by Housing Manager Reyes)

03 SR H4F ARPA Agreement 8.3.2022.docx
03 A-8007 H4F Grant Agreement.pdf
03 Project Map H4F.pdf

11.12 Approve Grant from the City of Palmdale to the Housing Authority of the City of Palmdale of $1,200,000 of United States Treasury of Coronavirus Local Fiscal Recovery Funds (CSLRF Funds) under the American Rescue Plan Act (ARPA) for development of affordable housing in the City of Palmdale. (Staff Reference: Director Neighborhood Services Miller - Presented by Housing Manager Reyes)

01 SR City ARPA Funding grant to HA.docx

11.13 Adopt Resolution No. CC 2022-087, a Resolution of the City Council of the City of Palmdale Making Legally Required Findings for Extending Remote Teleconference Participation for Meetings of the City Council and its Related and/or Subordinate Legislative Bodies. (Staff Reference: Acting City Attorney Porter)

SR_-_RESO_Authorizing_Remote_Meetings_080322.docx
RESO_-087Continuing_Remote_Meeting_authorization_-_For_Aug_3_2022.docx

11.14 Approve the minutes from the previous meetings. (Staff Reference: City Clerk/Agency Secretary Smith)

CC/SA/IDA/PAA/PCA/PFA - June 15, 2022
CC/SA/IDA/PAA/PCA/PFA - June 16, 2022

City Council_SA_HA_IDA_PAA_PCA_PFA Minutes 06 15 2022.pdf
City Council_SA_HA_IDA_PAA_PCA_PFA - 06_16_2022 - 5_00 PM & 7_00 PM.pdf

12. **HOUSING AUTHORITY CONSENT CALENDAR**

All matters listed under the Consent Calendar will be enacted by one motion unless an item(s) is pulled by the Authority, in which case the item(s) will be removed from the Calendar and will be considered separately following this portion of the Agenda.

12.1 Accept Grant from the City of Palmdale to the Housing Authority of the City of Palmdale of $1,200,000 of United States Treasury of Coronavirus Local Fiscal Recovery Funds (CSLRF Funds) under the American Rescue Plan Act (ARPA) for development of affordable housing in the City of Palmdale. (Staff Reference: Director Neighborhood Services Miller - Presented by Housing Manager Reyes)

02 SR HR ARPA Grant from City 8.3.2022.docx

12.2 Approve Excess Costs Loan Agreement with Ravello Mods Palmdale 118, LLC of $1,200,000 for development of 118 unit affordable rental housing located at 65th Street East and East Avenue S. (Staff Reference: Director of Neighborhood Services Miller - Presented by Housing Manager Reyes)

04 SR Ravello ARPA Agreement 8.3.2022.docx
04 Ravello ARPA Agreement A-8008 8.3.2022.pdf
04 Project Map Ravello.pdf

12.3 Approve the minutes from the previous meetings. (Staff Reference: Deputy City Clerk/Deputy Agency Secretary Scott)

HA - June 15, 2022
HA - June 16, 2022

City Council_SA_HA_IDA_PAA_PCA_PFA Minutes 06 15 2022.pdf
City Council_SA_HA_IDA_PAA_PCA_PFA - 06_16_2022 - 5_00 PM & 7_00 PM.pdf

13. PUBLIC HEARING

13.1 Public Hearing and Review of Proposed Resolution No. CC 2022-065 for adoption, regarding an updated city wide fee schedule. (Staff Reference: Director of Finance Samson)

Adopt Resolution No. CC 2022-065, A Resolution of the City Council of the City of Palmdale restating in its entirety the Palmdale Master Schedule of Fees and repealing Resolution No.CC 2021-057

1._FY_2022-23_Staff_Report_Citywide_Fee_Resolution_Final_JS(2).docx
2._FY_2022-23_Reso_CC_2022-065_Citywide_Fee_Resolution_Final_1_.doc
3. Palmdale Fee Schedule_Proposed 08.3.22.pdf

13.2 Public Hearing and Review of Proposed Resolution No. CC 2022-084, regarding the issuance of California Municipal Finance Authority Solid Waste Disposal Revenue Bonds. (Staff Reference: Director of Finance Samson)

Adopt Resolution No. CC 2022-084, A Resolution of the City Council of the City of Palmdale approving a plan of finance for the issuance of the California Municipal Finance Authority Solid Waste Disposal Revenue Bonds (Waste Management, Inc. project) in an aggregate principal amount not to exceed $355,000,000 for the purpose of financing improvements to solid waste disposal facilities and certain other matters relating thereto.

1. Staff_Report_-_TEFRA_Public_Hearing_and_Resolution_Aug2022_WM.docx
2. TEFRA Reso - Waste Management.docx
3. Proof of Publication.pdf

13.3 Public Hearing and Review of Proposed Ordinance No. 1592 for introduction and adoption. (Staff Reference: Director of Economic and Community Development Garibay)

AN ORDINANCE OF THE CITY COUNCIL AMENDING SECTION 5.04.670 (TOBACCO/SMOKING PRODUCT RETAILER) OF CHAPTER 5.04 (BUSINESS REGULATION) OF TITLE 5 (BUSINESS LICENSES, TAXES, AND REGULATION) OF THE PALMDALE MUNICIPAL CODE TO BAN FLAVORED TOBACCO PRODUCTS

Staff_Report-Banning_Flavored_Tobacco_Products_PMC_5.04.670_lg.pdf
Flavored_Tobacco_Ban_Ordinance_1592_lg(1).pdf

13.4 Public Hearing and Review of Proposed Ordinance No. 1593 for Adoption. (Staff Reference: Interim City Manager Ronda Perez - Presented by City Council Chief of Staff Terrie Zayas).

An Ordinance of the City Council of the City of Palmdale adding Chapter 9 (Unlawful Possession of a Catalytic Converter Prohibited) of Title 10 (Vehicles and Traffic) of the Palmdale Municipal Code Establishing Regulations Prohibiting the Unlawful Possession of Catalytic Converters in the City.

SR_Catalytic_Converter_Ordinance.pdf

14. NEW BUSINESS

14.1 Approve the Amended Employment Agreement between the City of Palmdale and Scott Porter, Interim City Attorney. (Staff Reference: Interim City Manager Perez)

Staff_Report_8.2022_Final.pdf
City of Palmdale - Jones & Mayer (A-7578) Amendment 1 - 07-27-2022 - Preview.pdf
Jones & Mayer (A-7578) (3).pdf

14.2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DIRECTING CITY STAFF AND THE SHERIFF TO NOT ENFORCE AGAINST THE PUBLIC COVID-19 RELATED MASK ORDERS OF THE LOS ANGELES COUNTY DEPARTMENT OF HEALTH

Recommendation: Adopt Resolution CC 2022-089 to not enforce against the Public COVID-19 related mask orders of the Los Angeles County Department of Health.

SR_-_Non_Enforcement_of_County_Masking_Orders.pdf
RESO_-_Non_Enforcement_of_County_Masking_Orders.pdf

15. **INFORMATIONAL REPORT FROM MAYOR AND / OR COUNCILMEMBERS ON THEIR VARIOUS COMMITTEE MEMBERSHIPS AND MEETINGS ATTENDED AT PUBLIC EXPENSE**

15.1 COMMITTEE MEMBERSHIPS.

- ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT
- ANTELOPE VALLEY TRANSIT AUTHORITY
- CALIFORNIA CONTRACT CITIES ASSOCIATION
- CITY OF PALMDALE AUDIT COMMITTEE
- CITY OF PALMDALE INVESTMENT OVERSIGHT COMMITTEE
- HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY
- LEAGUE OF CALIFORNIA CITIES
- LOS ANGELES COUNTY SANITATION DISTRICT
- NORTH LOS ANGELES COUNTY TRANSPORTATION COALITION
- PALMDALE RECYCLED WATER AUTHORITY
- SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS REGIONAL COUNCIL
- UNITED STATES/MEXICO SISTER CITIES ASSOCIATION
- CALIFORNIA STATE PRISON – LOS ANGELES COUNTY, CITIZENS ADVISORY COMMITTEE

15.2 MEETINGS ATTENDED AT PUBLIC EXPENSE

Bettencourt Informational Report 080322.docx

16. **CITY MANAGER'S REPORT**

17. **CITY COUNCIL REQUESTS FOR NEW AGENDA ITEMS**

18. **PUBLIC COMMENTS ON NON-AGENDA ITEMS**

This portion of the Agenda allows an individual the opportunity to address the Council on any subject within the City's subject matter jurisdiction not on the Agenda. Under state legislation, in general, no action can be taken on items not specifically referenced on the Agenda, but may offer suggestions on how your concerns may best be resolved. To address the Council regarding a non-agenda item, please fill out a Speaker's Form and submit it to the City Clerk **BEFORE** the Mayor announces the item. Each person addressing the Council is customarily given up to three minutes to speak (with double the time allotted to non-English speakers using a translator). The amount of time authorized may be adjusted by the chair. If you wish to provide information to the Council, please present the City Clerk with 7 copies. Otherwise, your materials will simply be added to the administrative record. If you are attending the meeting by phone, please press *9 to "raise your hand." If attending by personal computer, please click the "raise your hand" button.

Press *6 to un-mute yourself, state your name and begin speaking.

19. **Adjourn meeting to August 17, 2022 at 7:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.**

Investigating the Relationship between Alcohol Outlet Density and Crime Rates Palmdale, CA 2019-2020

Sharon O'Hara DrPH

Research Fellow

University of California, Berkeley

Pacific Institute for Research and Evaluation (PIRE)

Why investigate the relationship between alcohol outlet density and crime in the community?

- Studies conducted across the U.S. have found an association between greater alcohol outlet density and higher violent crime rates, even when controlling for sociodemographic factors. (Cunradi 2015)*

- The World Health Organization and the U.S. Centers for Disease Control and Prevention** recommend limiting alcohol outlet density as one way to reduce alcohol consumption and related harms, including crime and other community / social impacts.

*Freisthler et al., 2005; Gorman et al., 2001; Gruenewald and Remer, 2006; Gruenwald et al., 2006; Lipton and Gruenewald, 2002; Parker et al., 2011; Reid et al., 2003; Scribner et al., 1995; Scribner et al., 1999; Toomey et al., 2012; Zhu et al., 2004

**Campbell CA, Hahn RA, Elder R, et al. The effectiveness of limiting alcohol outlet density as a means of reducing excessive alcohol consumption and alcohol-related harms. Am J Prev Med. 2009;37(6):556–569.

Why is it important to routinely measure and monitor density in states and communities?

Data on density can be used to evaluate the relationship between this exposure and various health and social harms, including crime.

Identifying areas with high or increasing density can help local community planning and zoning departments and alcohol control agencies determine whether to issue new alcohol licenses [or permits], reissue old ones, increase enforcement of liquor laws, or some combination of these actions.

Sacks JJ, Brewer RD, Mesnick J, Holt JB, Zhang X, Kanny D, Elder R, Gruenewald PJ. Practice full report: Measuring alcohol outlet density: An overview of strategies for public health practitioners. Journal of public health management and practice. 2020 Sep;26(5):481.

The Research Team

Sharon O'Hara, DrPH

- Principal investigator
- Pacific Institute for Research and Evaluation, UC Berkeley Public Health

Hena Osmani

- UC Berkeley Environmental Health Student / GIS maps lead

Jesus Torres

- UC Berkeley Public Health Student / GIS maps

Charlotte Smith, PhD

- UC Berkeley Public Health GIS Instructor

Statistical analysis support from Mallie Paschall, PhD, Joel Grube, PhD and William Ponicki, Prevention Research Center, Berkeley, CA

Methods: data collected

- Part 1 and Part 2 crimes handled by the Palmdale Sheriff's Station in 2019 and 2020 (Los Angeles Sheriff's Department Part I and Part II Data)
- Names, addresses, and types of licensed retail alcohol establishments in the City of Palmdale (CA ABC Licenses by City)
- Palmdale city boundaries and US census block groups made up of areas that populations ranging from 600 to 2000 people (US Census Data)
- Sociodemographic data for each block group (US Census Data)

All Part 1 Crimes* Included in Analysis

- Criminal Homicide
- Forcible Rape
- Robbery
- Aggravated Assault
- Burglary
- Larceny Theft
- Grand Theft Auto
- Arson

https://lasd.org/transparency/part1and2crimedata/#part1

* As Defined By The Federal Bureau Of Investigation (FBI)

Selected Part 2 Crimes* Included in Analysis

- Sex Offenses Felonies
- Sex Offenses Misdemeanors
- Non-Aggravated Assaults
- Weapon Laws
- Offenses Against Family
- Narcotics
- Drunk / Alcohol / Drugs
- Drunk Driving Vehicle / Boat
- Vehicle / Boating Laws
- Vandalism
- Felonies Miscellaneous
- Misdemeanors Miscellaneous

https://lasd.org/transparency/part1and2crimedata/#part2

* As Defined By The Federal Bureau Of Investigation (FBI)

Methods: creating a spatial dataset

- Each crime point geocoded and spatially joined to census block groups using ArcGIS Online
- Each licensed retail alcohol establishment within City boundaries geocoded and spatially joined to census block groups using ArcGIS
- Densities calculated as:
  - Crime rate - # crimes per 1000 people
  - Alcohol density - # outlets per square mile
- Sociodemographic information added to each census block group.

Methods: analysis of data

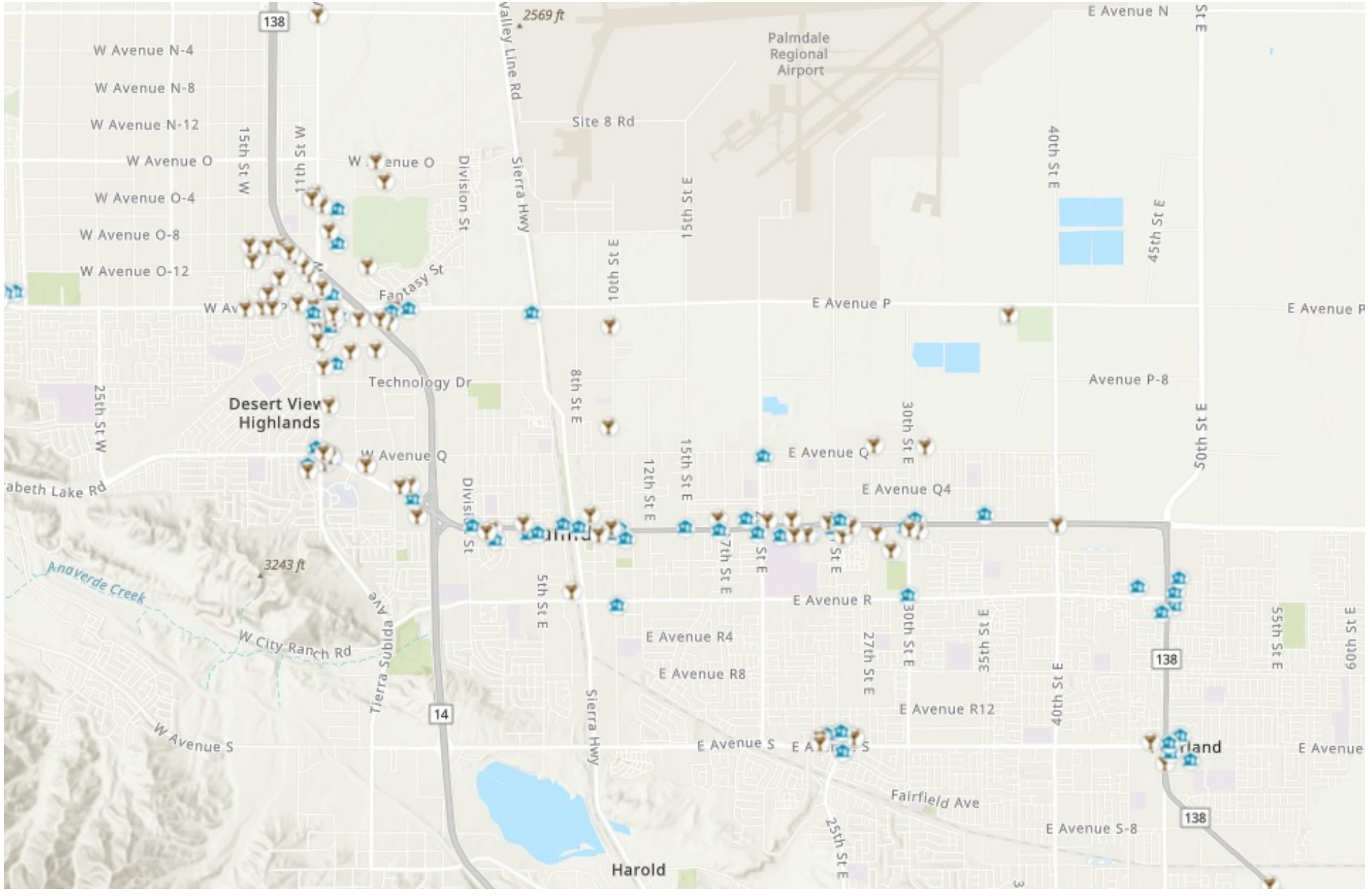
Spatial analysis of the relationships between the density of licensed retail alcohol establishments and the crime rate in block groups, **taking into account** (controlling for) sociodemographic factors

- GIS Mapping (ArcGIS Online)
- Multilevel Regression Analysis (Stata 17)

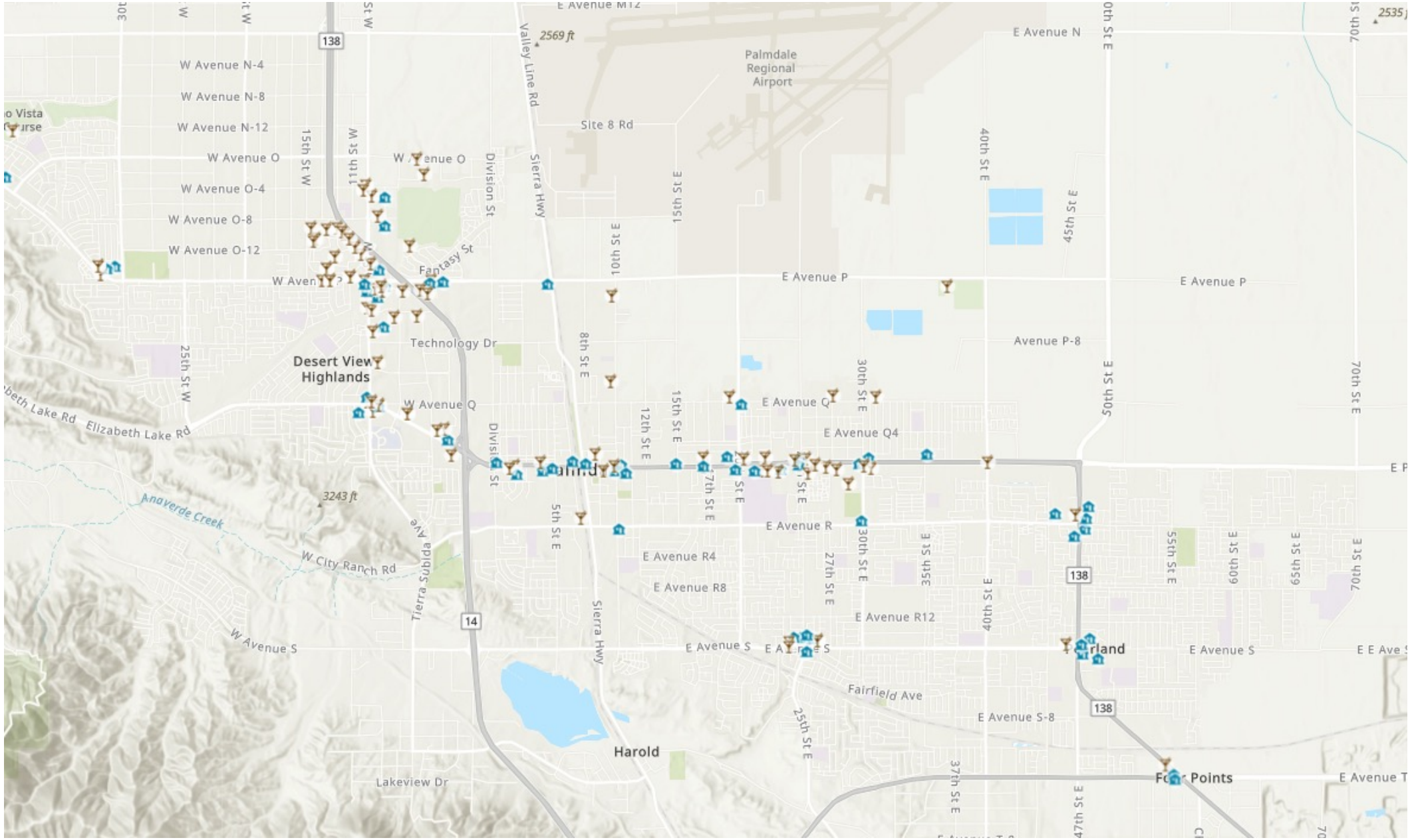
Results: GIS mapping



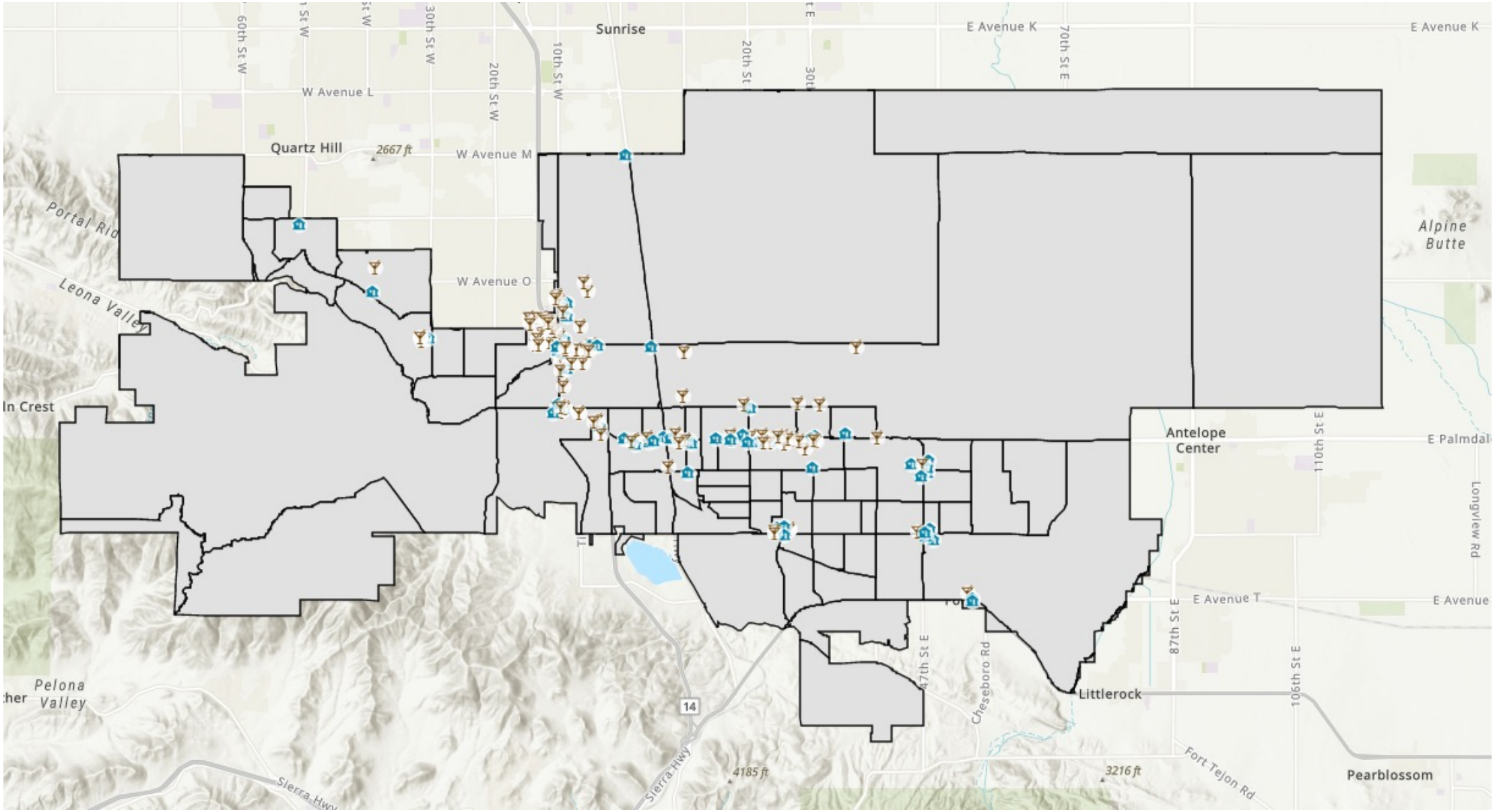
Palmdale licensed retail alcohol establishments 2019 (n=171)



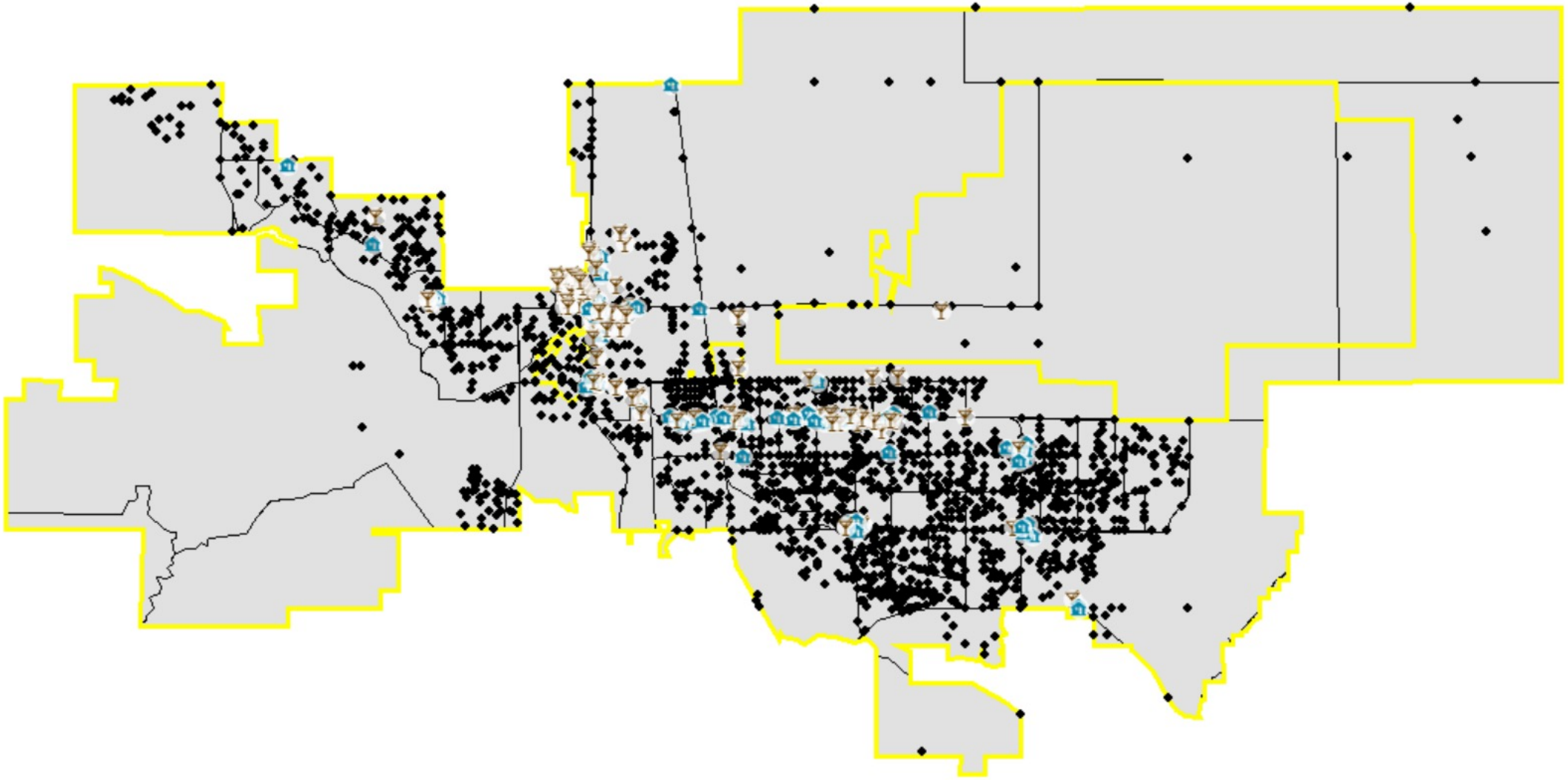
Palmdale licensed retail alcohol establishments 2020 (n = 173)



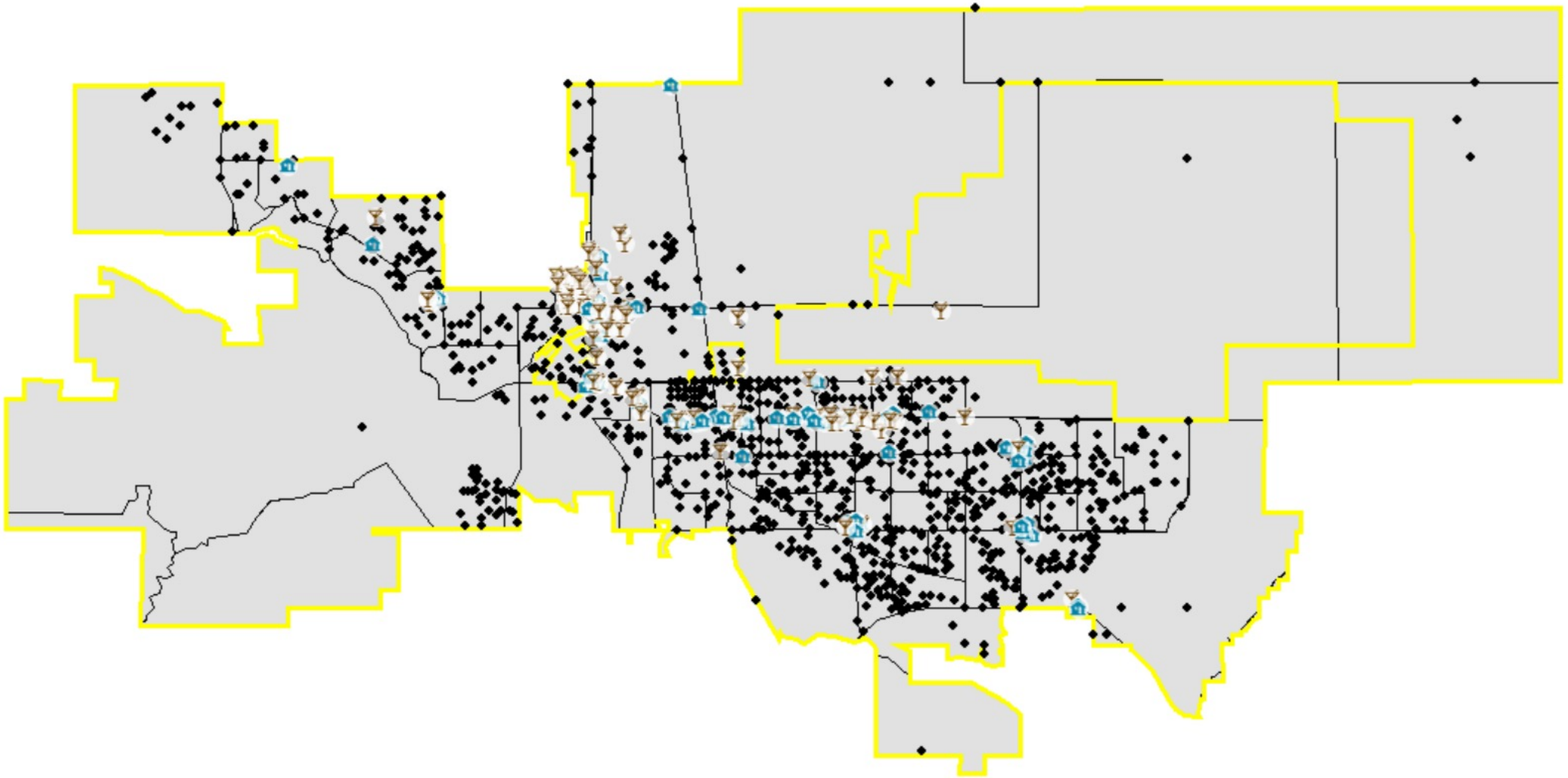
Palmdale licensed retail alcohol establishments and census block groups



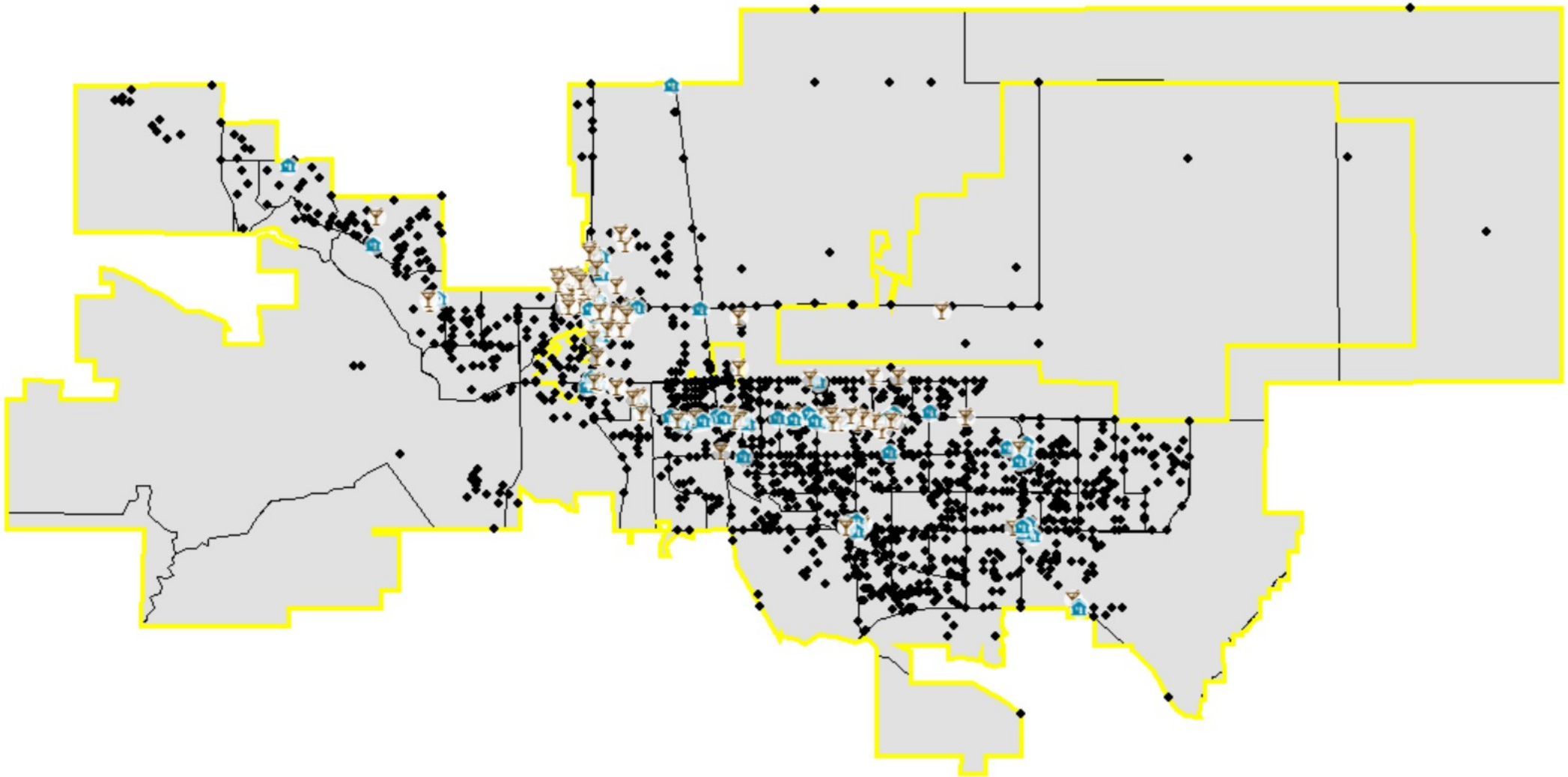
2019 Total Crimes



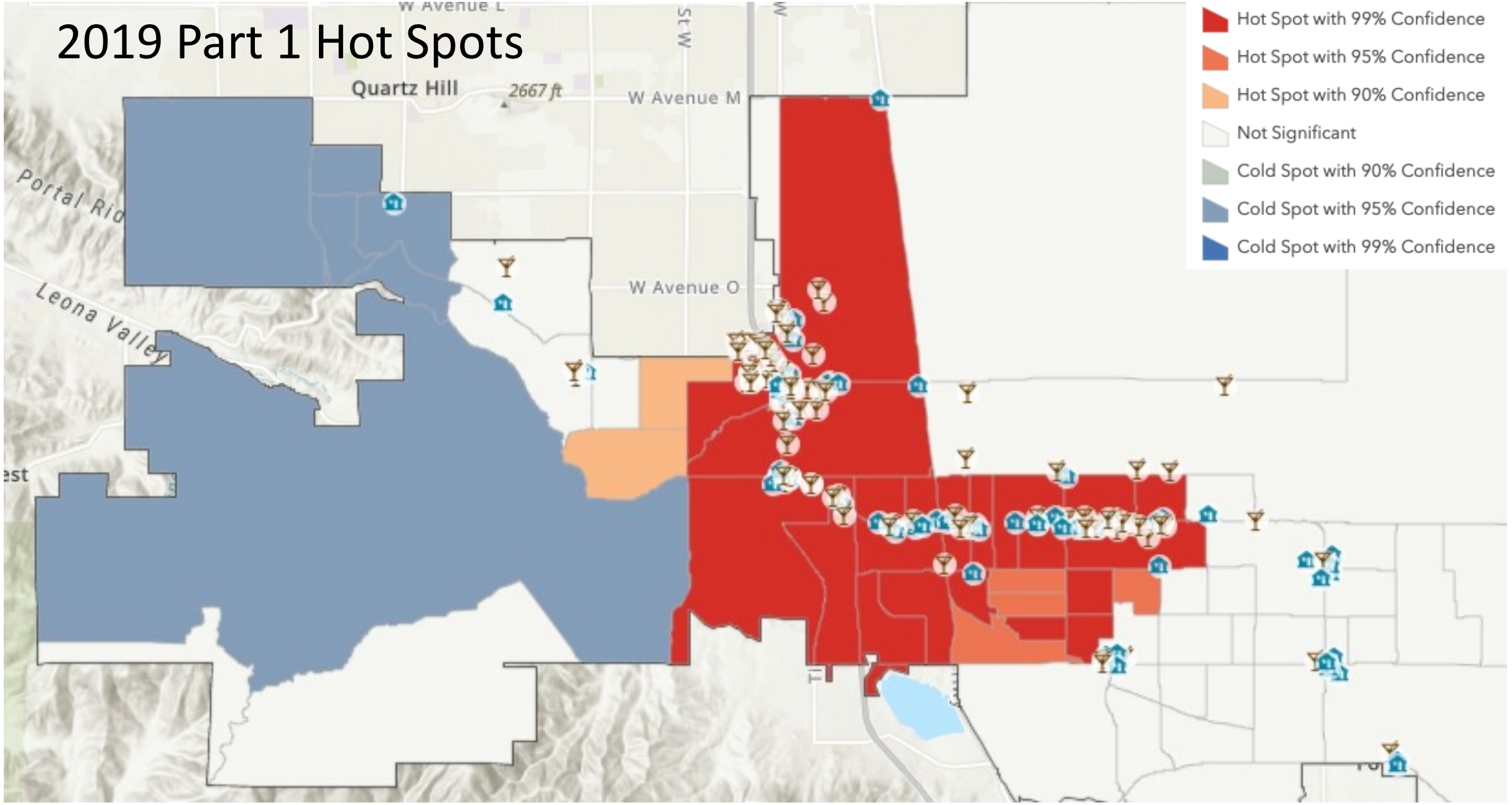
Part 1 Crimes 2019



Part 2 Crimes 2019



2019 Part 1 Hot Spots



2019 Palmdale Alcohol Establishments

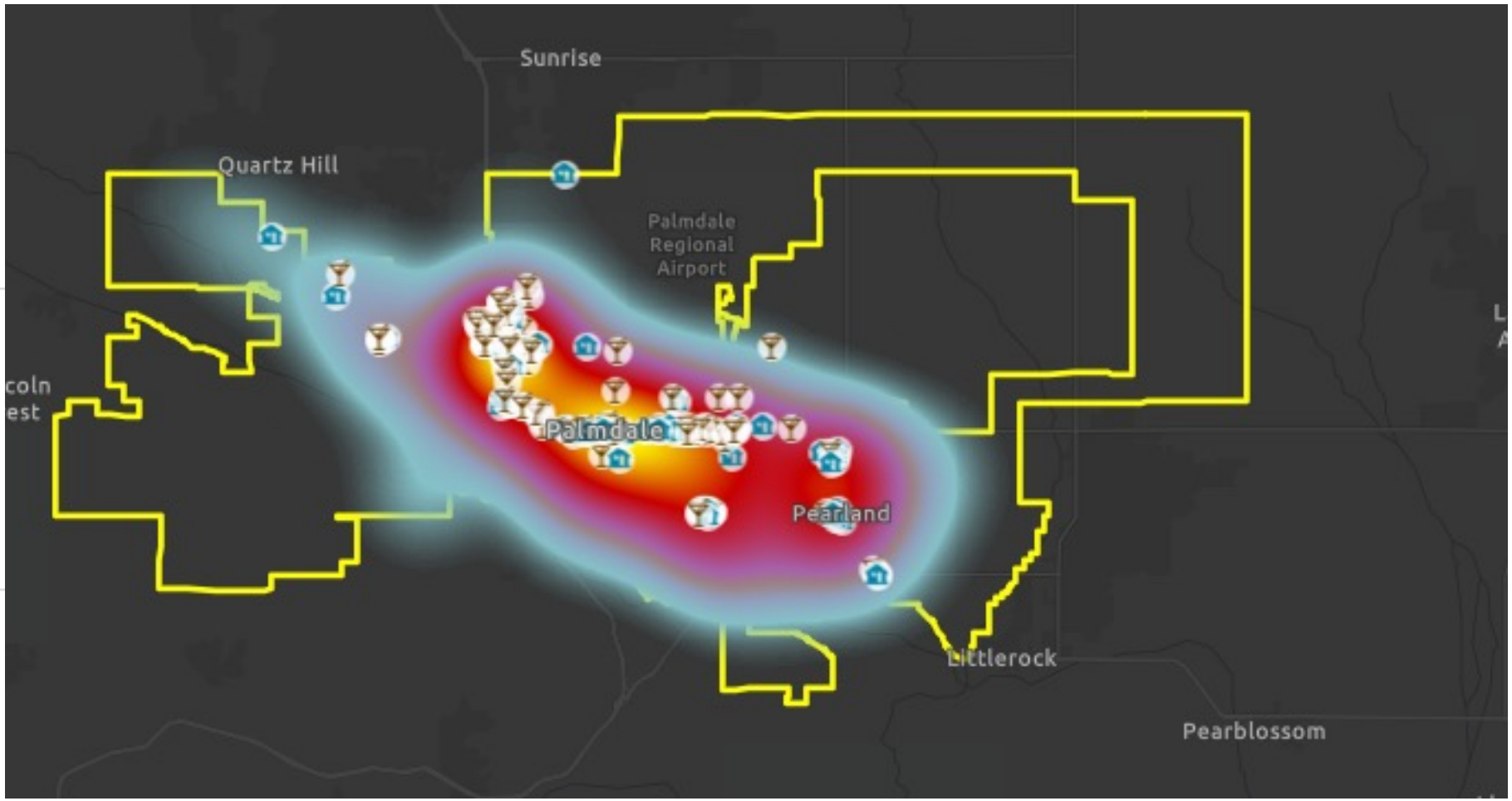
Where alcohol can be sold

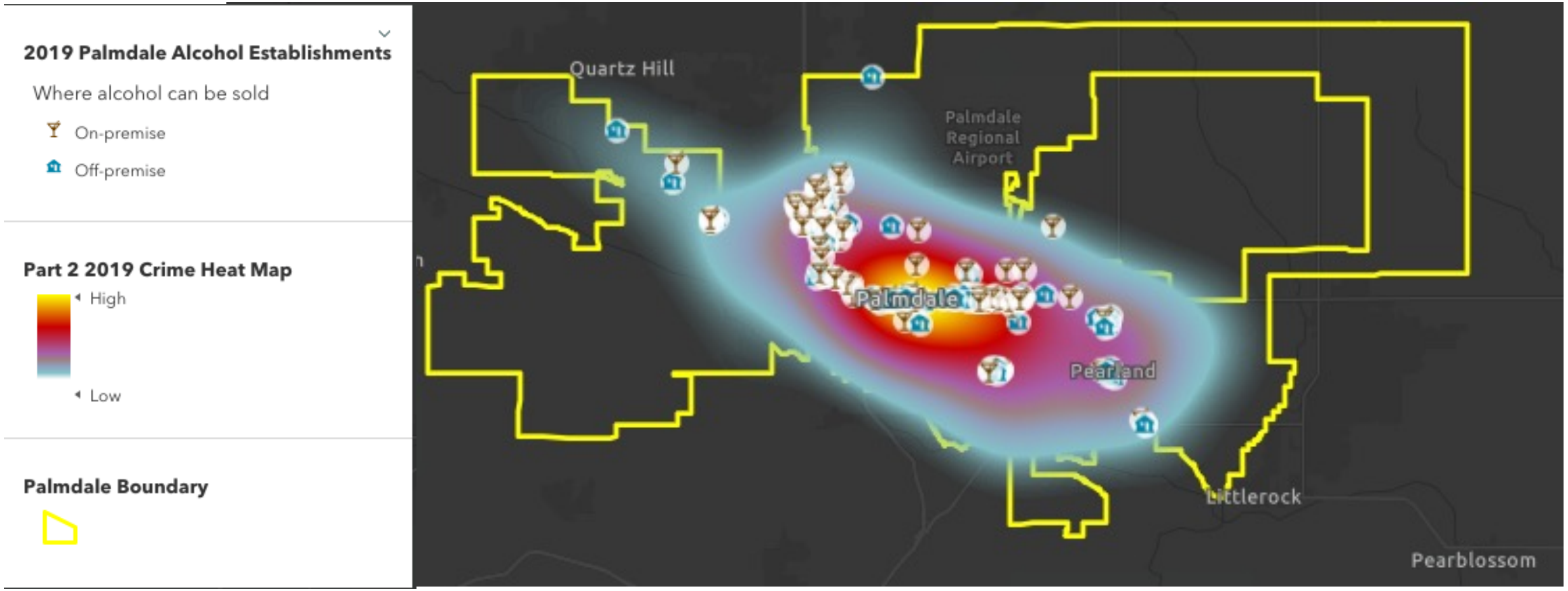
- On-premise
- Off-premise

Part 1 2019 Crimes Heat Map

- High
- Low

Palmdale Boundary




2019 Palmdale Alcohol Establishments
Where alcohol can be sold
On-premise
Off-premise
Part 2 2019 Crime Heat Map
High
Low
Palmdale Boundary
Quartz Hill
Palmdale Regional Airport
Palmdale
Pearland
Littlerock
Pearblossom

2020 Palmdale Alcohol Establishments

OffPrem

On-premise

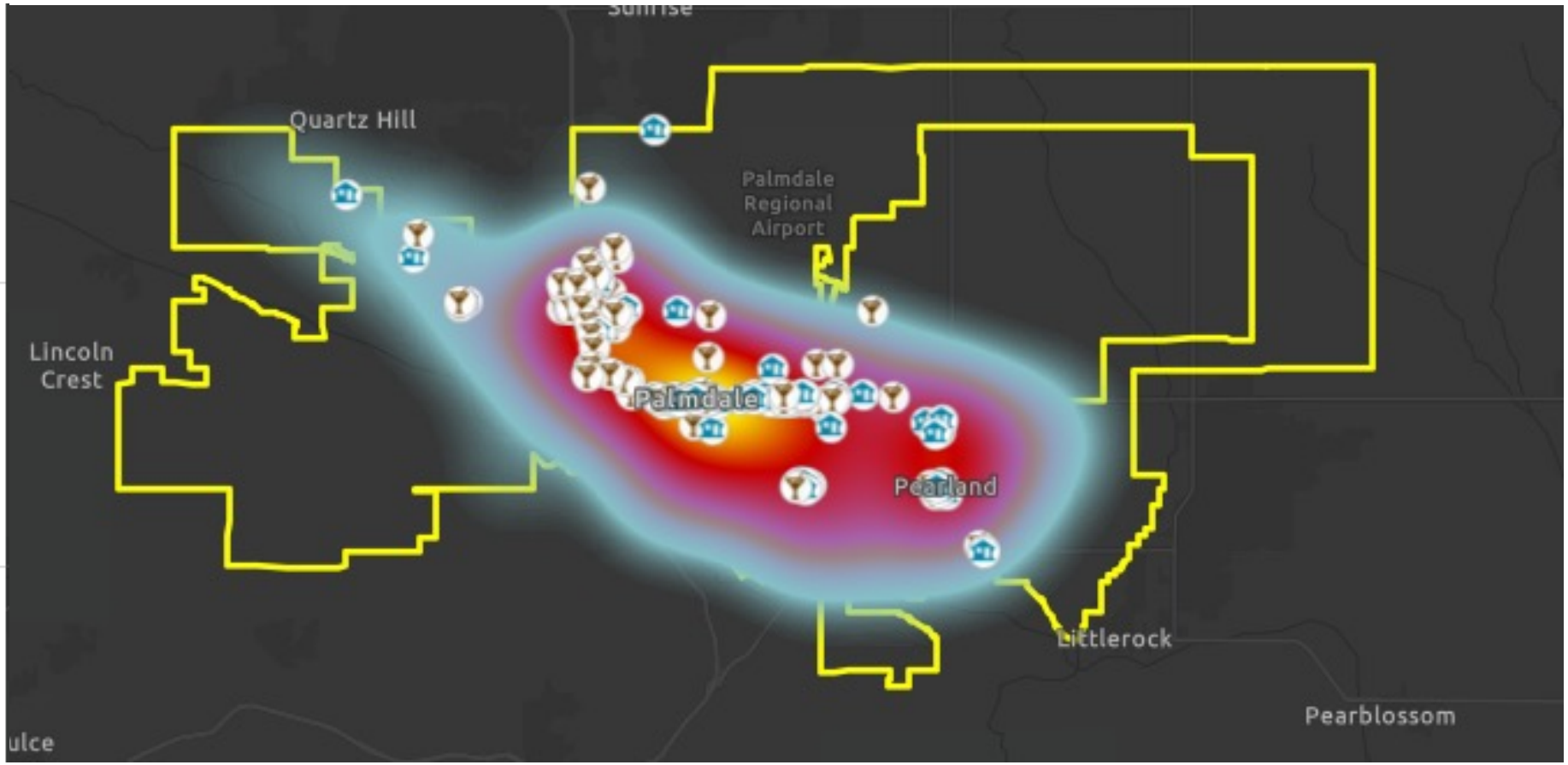
Off-premise

Part 1 2020 Crime Heat Map

High

Low

Palmdale Boundary



2020 Palmdale Alcohol Establishments

OffPrem

On-premise

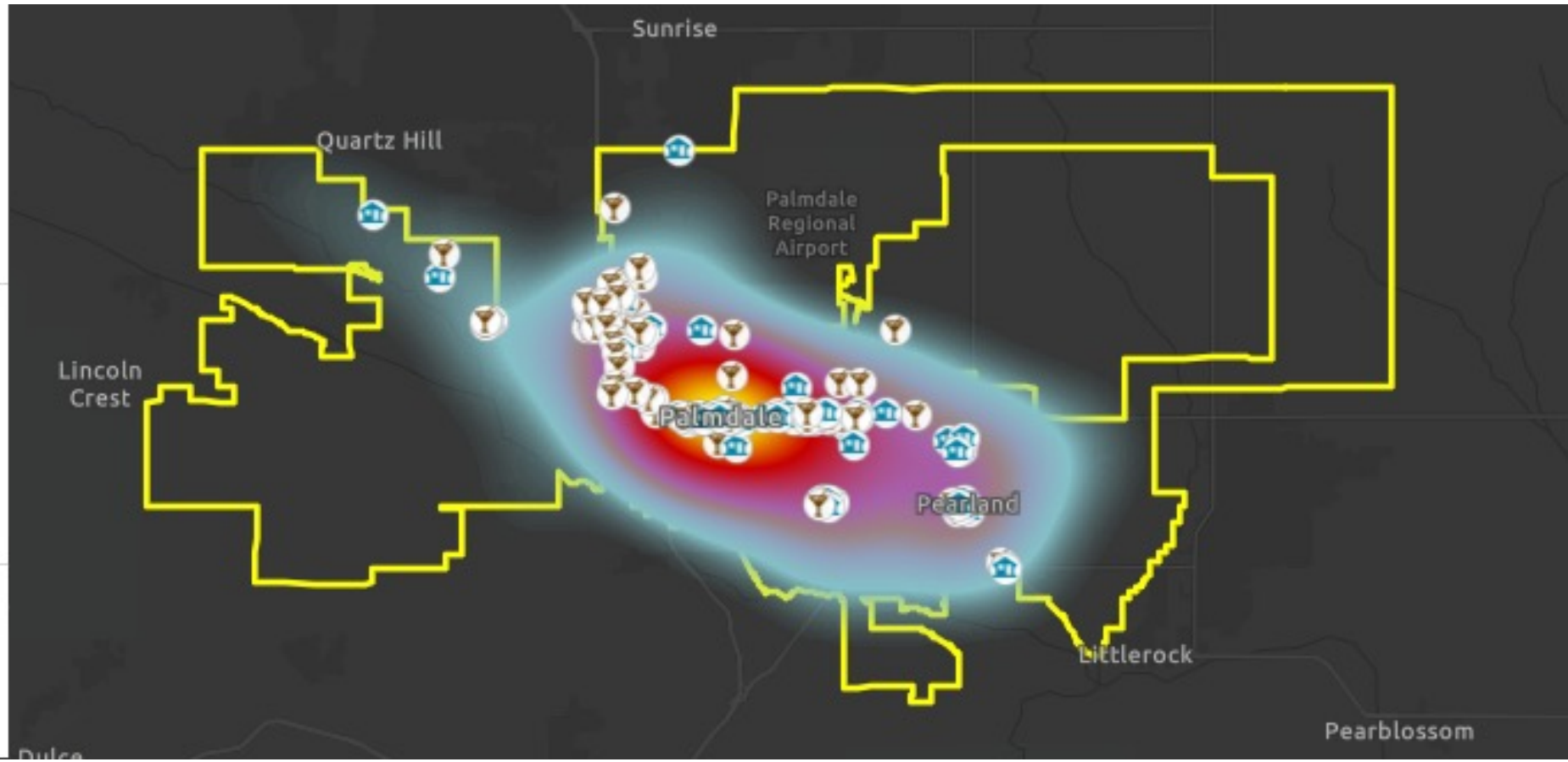
Off-premise

Part 2 2020 Crime Heat Map

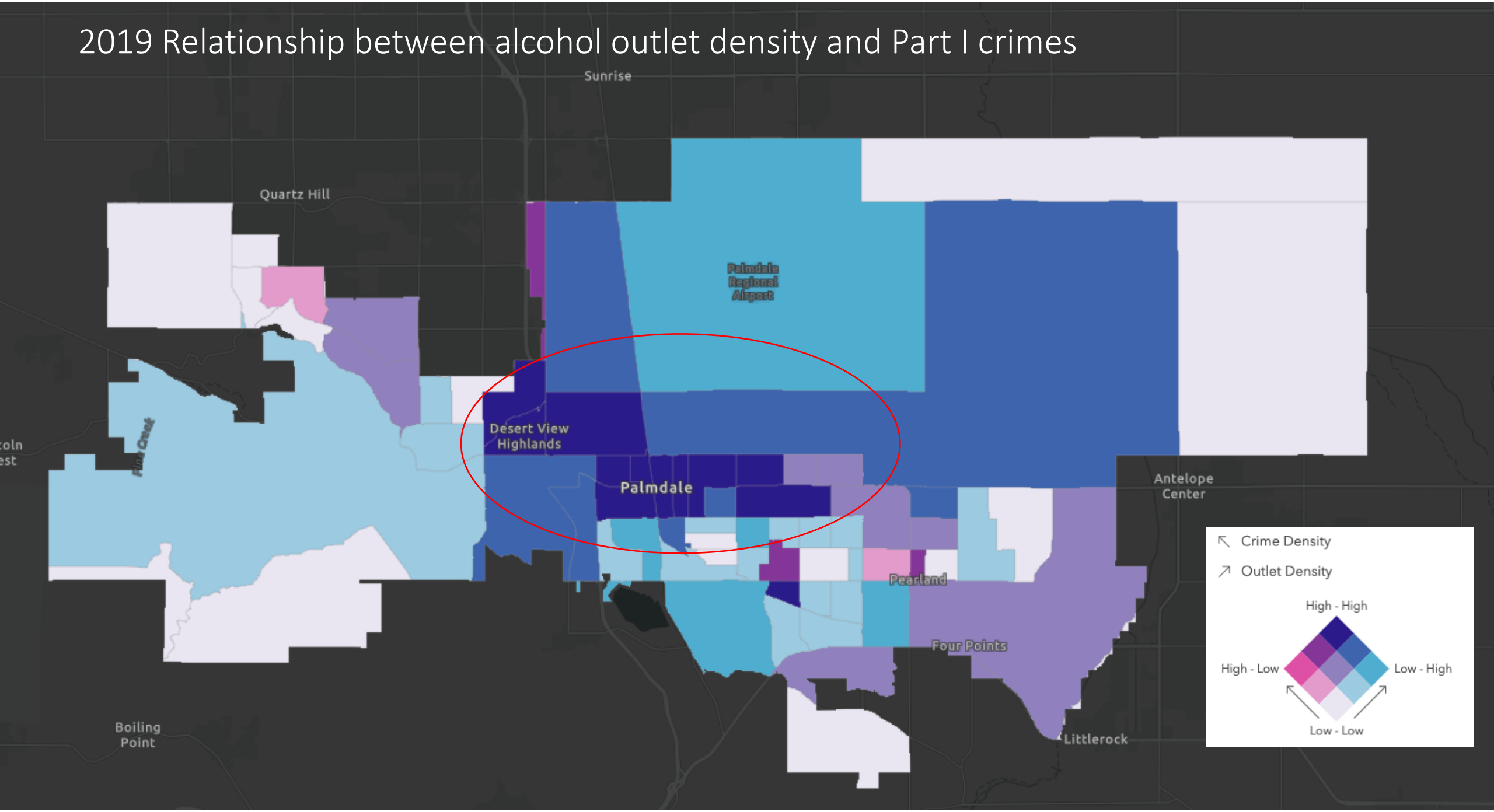
High

Low

Palmdale Boundary



2019 Relationship between alcohol outlet density and Part I crimes



Palmdale 2019 Part 1 Crime Statistics (for comparison to the following slides)

2019 City-wide P1 crime rate (per 1,000 people) = 16.58

2019 City-wide outlet density (per square mile) = 1.61



93550 ZIP code

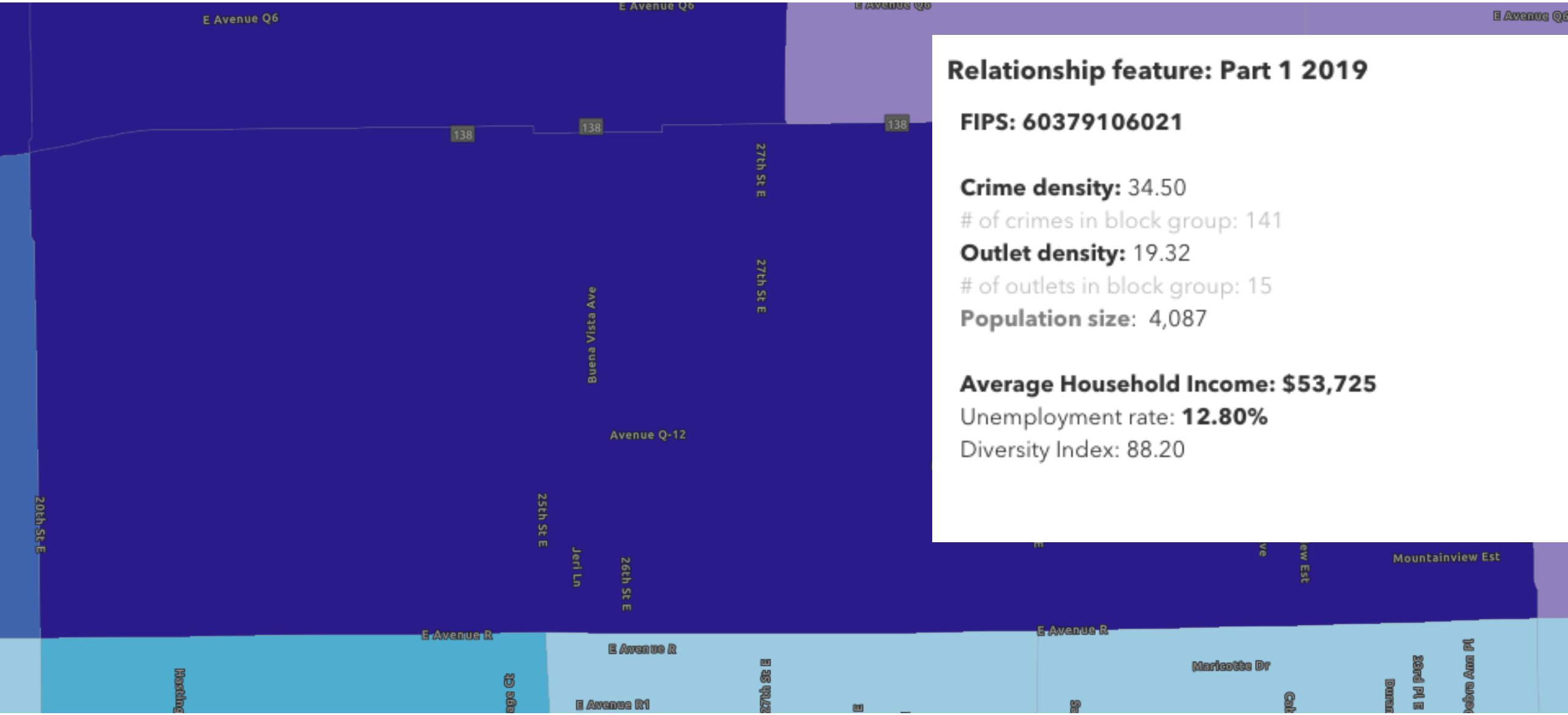
Relationship feature: Part 1 2019

FIPS: 60379104021

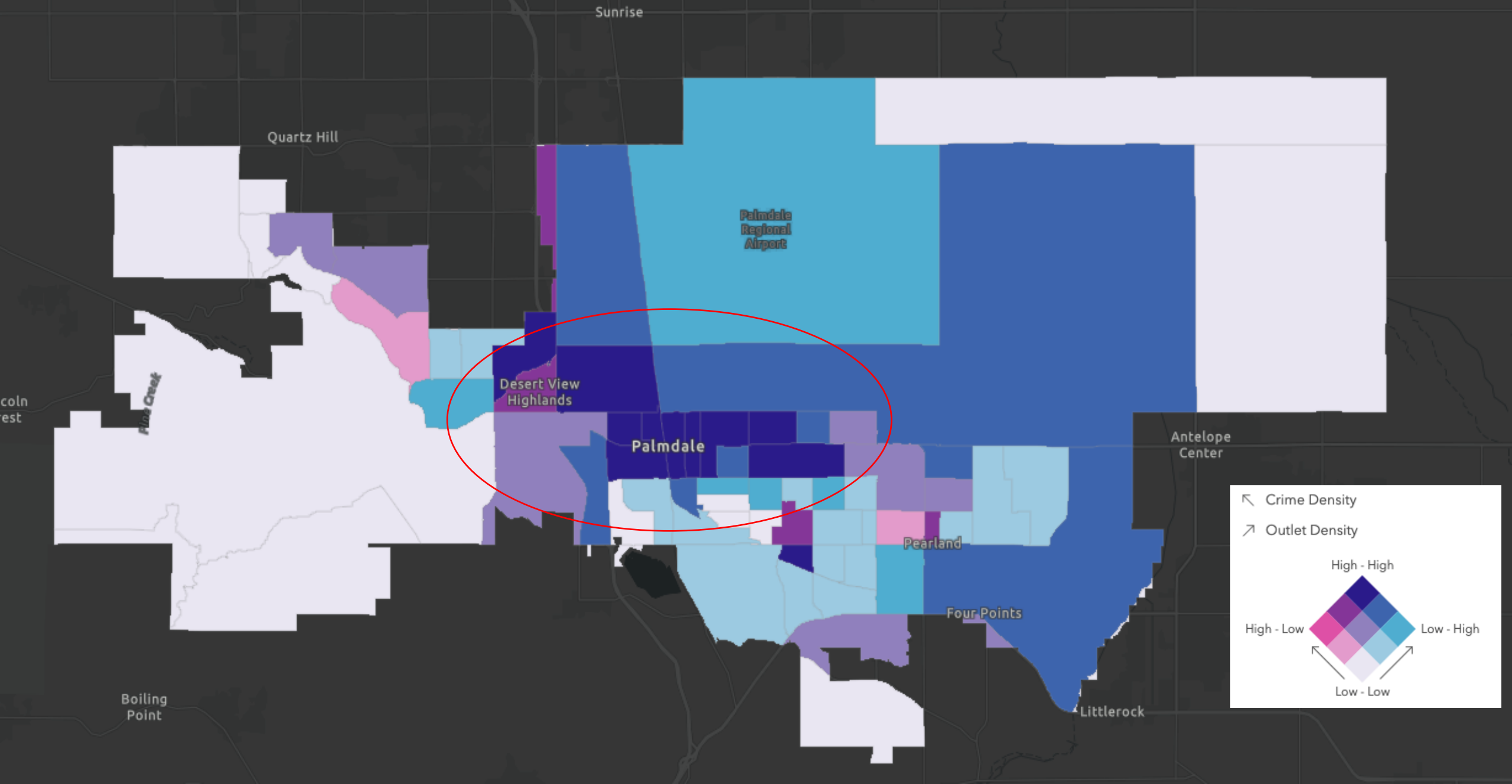
Crime density: 25.04
of crimes in block group: 50
Outlet density: 10.56
of outlets in block group: 3
Population size: 1,997

Average Household Income: $58,661
Unemployment rate: **11.30%**
Diversity Index: 89.50

93550 ZIP code



2019 Relationship between alcohol outlet density and Part 2 crimes



Palmdale 2019 Part 2 Crime Statistics (for comparison to the following slides)

2019 City-wide P2 crime rate (per 1000 people) = 26.41

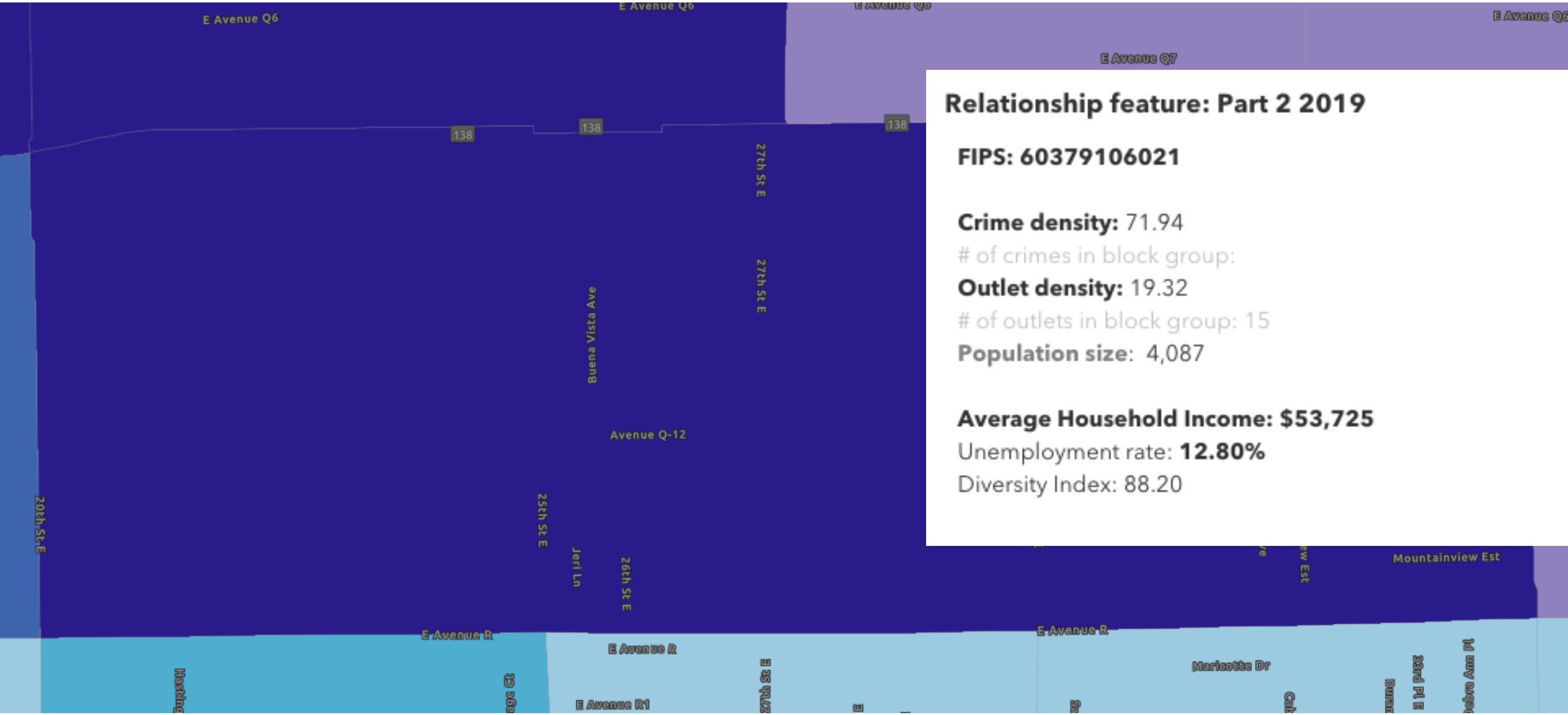
2019 City-wide outlet density (per sq mile) = 1.61


W Avenue P
W Avenue P
E Avenue P
E Avenue P
138
Amargosa Creek
10th St W
138
Aerospace Hwy
W Palmdale
Relationship feature: Part 2 2019
FIPS: 60379102012
Crime density: 108.22
of crimes in block group:
Outlet density: 14.45
of outlets in block group: 23
Population size: 1,691
Average Household Income: $61,329
Unemployment rate: 14.50%
Diversity Index: 84.20

93550 ZIP code



93550 ZIP code



Results: multilevel regression

Positive associations* were found across both years studied (2019 & 2020) between ZIP code 93550 and Part 1 and Part 2 crime counts.

*Establishing causality is not possible in this case because we used data from past years and were not able to “control” all conditions in any of the block groups. Statistically significant associations allow us to make predictions about the number of crimes associated with an increase in alcohol outlets.

Results: Palmdale block groups

- Alcohol outlet density is positively associated with crime rate at the block group level
- A positive association was found across both of the years studied (2019 & 2020), for both outlet types (on-premises & off-premises).
  - With each additional on-premises establishment (per square mile) there is a 23% increase in the likelihood of a PI crime (per 1,000 pop.)
  - With each additional off-premises establishment (per square mile) there is a 67% increase in likelihood of a PI crime (per 1,000 pop.)

Thank you

City Council Staff Report

DATE: **AUGUST 03, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER'S OFFICE – FINANCE DIVISION**

DISTRICT: **ALL**

SUBJECT: **RECEIVE AND FILE THE MONTHLY AND QUARTERLY INVESTMENT ACTIVITY REPORTS FOR JUNE 2022.**

ISSUE

Receive and file the monthly and quarterly investment activity reports for June 2022.

RECOMMENDATION

Staff recommends that the City Council accept the monthly and quarterly investment activity report for City of Palmdale and Successor Agency for June 2022.

BACKGROUND

Pursuant to Section 16 of the City of Palmdale and Successor Agency Investment Policy, the City Treasurer shall prepare and present monthly and quarterly reports on investments to the City Manager/Executive Director and the City Council/Directors. The reports shall detail the type of investment, name of the issuer, purchase date, date of maturity, amount of deposit, and rate of interest. This information shall be provided for all City and Successor Agency pooled investments, as well as for Certificates of Participation, Revenue Bonds, Tax Allocation Bonds, Assessment Districts and Community Facilities District accounts which are managed by outside Fiscal Agents.

The monthly and quarterly reports provide a synopsis of the investment activity for the City of Palmdale and Successor Agency. The reports provide information on assets, allocations, average maturities, yields, and book valuations.

The interest rates presented are the most current rates available as of the date of this report.

The market values presented for pooled City and Successor Agency investments are based on closing prices for the related investment as of the date of this report. This information was obtained from the Wall Street Journal, Bloomberg Financial Markets, Capital Market Finances, or other reliable source of market prices.

DISCUSSION

Compliance with Investment Policy

For June, the invested portfolio amount for the City of Palmdale totaled $280,303,953 an increase of $23,472,073 from the previous month, and an increase of $37,075,297 in comparison to last year. The increase in overall portfolio balance from the prior month is due to new investment purchases made during the month as well as transfers to the City's LAIF account.

The par value of Successor Agency's portfolio as of June was $15,240,849. The balance increased by $3,745,213 from the last month due to deposits made in to the Successor Agency LAIF account during the month.

All investments meet criteria appropriate to Section 8 of the Investment Policy. The portfolios are based on a combination of various investments, including CDs, Corporate Notes, U.S. Treasury Securities and Government Agency Paper, each adhering to portfolio percentage limitations.

The Finance Division is the custodian for the City and Successor Agency's investment portfolio and follows the three main principles of both entity's investment policy to 1) Investment in financial instruments that mitigate the risk of monetary losses stemming from market fluctuations; 2) Establish and maintain a portfolio that has sufficient liquidity to allow the City and Successor Agency to meet all anticipated cash requirements; and 3) Seek out investment instruments that provide a competitive market rate of return.

Liquidity

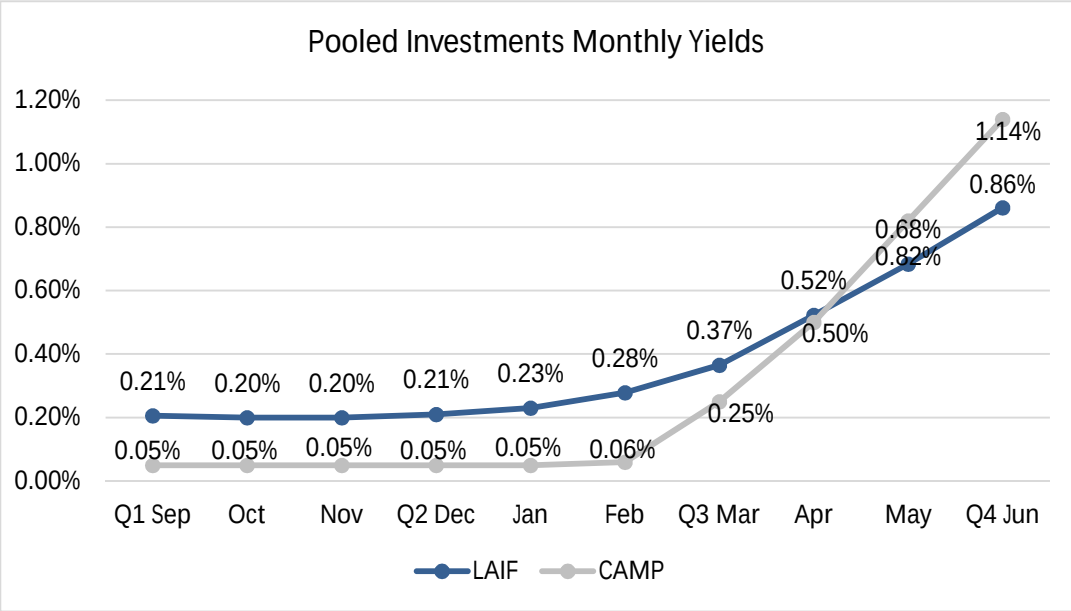
One core approach the Finance Division focuses on, is providing liquidity to measure up to the City and Successor Agency's operational requirements. Thus, the Finance Department is currently investing in two pooled funds, LAIF and CAMP. These are intended for the daily operational activities, used for economic uncertainties and maintenance needs. The pooled funds provide a higher liquidity ratio to ensure the City and Successor Agency meet cash flow requirements.

Total LAIF balance for the City of Palmdale at the end of June is $100,077,206, a $15,000,000 increase compared to the prior month due to deposit made during the month.

Successor Agency LAIF balance at the end of June was $8,700,688, an increase of $5,000,000 from the previous month due to deposit made during the month.

CAMP's balance for City of Palmdale is $249,320 compared to May's balance of $249,087, a slight increase due to interest received.

The interest rates presented are the most current rates available as of the date of this report. As of June 30, 2022, the interest rates for LAIF and CAMP investments were at .861 percent and 1.14 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of May were at .684 percent and .82 percent. Both rates have slightly increased within this month. This time last year, LAIF and CAMP rates were at 0.262 percent and 0.05, respectively.



The chart above shows both the Local Agency Investment Fund and California Asset Management Program's average monthly yields beginning September 2021 through June 2022.

We anticipate the rates to increase in the upcoming months, considering the current state of the economy. In the current month, CAMP shows better performance than LAIF in interest rates, however, the historical trend shows that LAIF rates generally outperform CAMP rates. The difference between the performance of the two funds is partly due to the varying pool characteristics. CAMP's portfolio composition is much more subject to market volatility, resulting in performance variation.

Diversity

The Finance Division aims to diversify the investment portfolios to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

City of Palmdale and Successor Agency's investment portfolios remain strongly diversified. The monthly reports include all investments held by both entities and current book values as of June 30, 2022.

It is anticipated that both the City of Palmdale and Successor Agency will have sufficient moneys to meet its expenditure requirements for the next 6 months as we continue to monitor any financial impact due to the Coronavirus pandemic and the current economic conditions and the impact on interest rates.

Attached are summaries of the investments on the City of Palmdale and Successor Agency's books as of June 30, 2022.

FISCAL IMPACT

There is no fiscal impact associated with the recommended actions for this report.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

B. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

C. Involve and expand engagement to enhance public oversight and transparency.

Prepared by:	Gohar Avetisyan, Financial Analyst
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Monthly Report on City of Palmdale Investments
2. Monthly Report on Successor Agency Investments
3. Quarterly Report on City of Palmdale Investments
4. Quarterly Report on Successor Agency Investments

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
June 30, 2022
CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	FDIC Number	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
U.S. TREASURY SECURITIES					Yield			
05-31-19	04-30-24	CITY	9128286R6 U.S. Treasury Note		2.03	5,000,000.00	5,051,650.00	5,256,640.00
01-19-21	05-31-23	CITY	9128284S6 U.S. Treasury Note		2.75	2,815,000.00	2,985,994.41	2,950,035.55
03-19-21	12-31-25	CITY	9128285T3 U.S. Treasury Note		2.63	3,000,000.00	3,260,634.36	3,244,110.00
05-11-21	02-28-26	CITY	9128286F2 U.S. Treasury Note		0.66	3,000,000.00	3,261,331.50	3,231,330.00
05-11-21	12-31-24	CITY	9128283P3 U.S. Treasury Note		0.40	3,000,000.00	3,200,040.56	3,175,080.00
06-04-21	12-31-22	CITY	912828N30 U.S. Treasury Note		0.05	3,000,000.00	3,097,665.56	3,087,420.00
06-04-21	12-31-23	CITY	912828V23 U.S. Treasury Note		0.20	4,000,000.00	4,210,026.50	4,188,600.00
07-12-21	12-31-23	CITY	9128285U0 U.S. Treasury Note		2.63	5,000,000.00	5,294,239.83	5,294,239.83
07-12-21	12-31-25	CITY	9128285T3 U.S. Treasury Note		2.63	5,000,000.00	5,456,238.24	5,456,238.24
07-12-21	12-31-23	CITY	912828V23 U.S. Treasury Note		2.25	5,000,000.00	5,247,829.98	5,247,829.98
12-17-21	12-15-23	CITY	91282CBA8 U.S. Treasury Note		0.56	10,000,000.00	9,913,130.25	9,913,198.93
12-17-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note (UBS)		0.85	10,000,000.00	10,045,505.25	10,046,054.70
12-22-21	12-15-23	CITY	91282CBA8 U.S. Treasury Note		0.56	5,000,000.00	4,957,270.88	4,957,391.07
12-22-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note		0.88	5,000,000.00	5,018,208.38	5,019,169.92
12-20-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note (Stifel)		1.00	5,000,000.00	5,017,187.50	5,018,011.68
			TOTAL U.S. TREASURY SECURITIES			$ 73,815,000.00	$ 76,016,953.20	$ 76,085,349.90
GOVERNMENT AGENCY PAPER								
06-05-19	06-05-23	CITY	3133EKPT7 Fed Farm Credit Bk		2.13	5,000,000.00	5,008,600.00	5,178,913.05
06-10-20	06-16-25	CITY	3133ELK37 Federal Farm Credit		0.78	5,000,000.00	5,000,000.00	5,000,332.40
08-07-20	05-06-24	CITY	3133EL2X1 Federal Farm Credit		0.42	2,000,000.00	2,000,000.00	1,985,613.10
08-27-20	11-27-24	CITY	3134GWNG7 Freddie Mac Domestic		0.50	2,000,000.00	2,000,000.00	1,998,606.02
04-01-21	04-01-25	CITY	3133EMUP5 Fed Farm Credit		0.71	5,000,000.00	5,000,000.00	5,001,585.95
05-11-21	09-04-25	CITY	3133EJYM5 FFCB Bond		0.59	1,000,000.00	1,103,275.25	1,094,660.00
05-11-21	09-04-25	CITY	3133EJYM5 FFCB Bond 0.57		0.57	2,000,000.00	2,208,460.00	2,189,320.00
06-04-21	11-07-25	CITY	3135G06G3 Fannie Mae		0.55	3,000,000.00	2,993,675.25	2,967,390.00
06-04-21	08-01-24	CITY	3130AMHH8 FHLB NOTE		0.41	4,000,000.00	4,000,000.00	3,979,555.16
06-07-21	06-07-24	CITY	3130AMQR6 FHLB NOTE		0.35	3,000,000.00	3,000,000.00	2,986,755.36
06-30-21	12-30-25	CITY	3130AMRQ7 FHLB NOTE		0.88	3,000,000.00	3,000,000.00	2,981,324.28
07-29-21	04-29-26	CITY	3130AN5C0 FHLB NOTE		1.05	4,000,000.00	4,010,455.13	4,010,455.13
12-17-21	11-12-25	CITY	3134GXBM5 FHLMC Note		1.15	1,150,000.00	1,125,785.50	1,126,456.33
12-17-21	12-30-24	CITY	3130AQDY6 FHLB		1.00	6,750,000.00	6,750,000.00	6,750,000.00
12-17-21	06-23-25	CITY	3133ENHW3 FFCB		1.17	10,000,000.00	10,000,000.00	10,000,000.00
12-20-21	07-30-25	CITY	3136G4ZP1 FANNIE MAE		0.65	3,500,000.00	3,444,175.00	3,453,085.42
12-20-21	09-24-25	CITY	3134GWUG9 FREDDIE MAC		0.57	10,000,000.00	9,806,600.00	9,820,375.00
12-21-21	12-22-26	CITY	3133ENJC5 FFCB		1.29	5,000,000.00	5,000,000.00	5,000,000.00
01-14-22	01-14-25	CITY	3130AQEA7 FHLB		1.05	7,000,000.00	7,000,000.00	7,000,000.00
06-29-22	08-12-25	CITY	3133EL3P7 Federal Farm Credit Bank		3.34	1,810,000.00	1,660,349.20	1,663,999.87
06-29-22	03-28-25	CITY	3130A5DH9 Federal Home Loan Bank		3.34	1,950,000.00	1,937,715.00	1,937,882.92
06-24-22	02-26-27	CITY	3130AL5A8 Federal Home Loan Bank		3.33	5,000,000.00	4,479,000.00	4,493,750.00
	c = callable							
			TOTAL GOVERNMENT AGENCY PAPER			$ 91,160,000.00	$ 90,528,090.33	$ 90,620,059.99
CERTIFICATES OF DEPOSIT								
05-10-18	05-10-23	CITY	61747MX30 Morgan Stanley Bank Na	32992	3.15	245,000.00	245,000.00	258,447.32
05-11-18	05-11-23	CITY	87164WWF1 Synchrony Bank	27314	3.15	245,000.00	245,000.00	258,465.69
05-11-18	05-11-23	CITY	17312QL23 Citibank Na	7213	3.15	245,000.00	245,000.00	258,465.69
05-15-18	05-15-23	CITY	20033AYE0 Comenity Capital Bank	57570	3.10	245,000.00	245,000.00	258,255.73
			TOTAL CERTIFICATES OF DEPOSIT			$ 980,000.00	$ 980,000.00	$ 1,033,634.43

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
June 30, 2022

CORPORATE NOTES							
03-10-20	03-01-23	CITY	30231GAR3 Exxon Mobil	2.73	1,000,000.00	1,045,330.00	1,035,276.25
03-10-20	11-03-22	CITY	594918BH6 Microsoft Corp	2.65	1,000,000.00	1,047,870.00	1,028,648.84
03-10-20	01-13-23	CITY	037833DE7 Apple Inc	2.40	1,000,000.00	1,041,800.00	1,032,294.50
03-10-20	12-14-22	CITY	92826CAC6 VISA Inc	2.80	1,500,000.00	1,572,135.00	1,549,706.22
06-10-20	04-15-23	CITY	30231GBL5 Exxon Mobil Corp	1.75	5,000,000.00	5,000,000.00	5,110,650.00
06-10-20	05-11-23	CITY	166764BV1 Chevron Corp	1.14	2,075,000.00	2,075,000.00	2,105,595.85
			TOTAL CORPORATE BONDS		$ 11,575,000.00	$ 11,782,135.00	$ 11,862,171.66
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
09-01-84	n/a	CITY ACCOUNT	98-19-620	0.78	45,118,304.25	45,118,304.25	45,118,304.25
06/23/08	n/a	PCA ACCOUNT	40-19-060	0.78	37,234,403.09	37,234,403.09	37,234,403.09
	n/a	ARPA ACCOUNT	19-19-004	0.78	17,724,498.78	17,724,498.78	17,724,498.78
			TOTAL LAIF ACCOUNTS		$ 100,077,206.12	$ 100,077,206.12	$ 100,077,206.12
CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM							
6080-01	n/a	CITY ACCOUNT	6080-01	0.30	249,320.70	249,320.70	249,320.70
			TOTAL CAMP ACCOUNTS		$ 249,320.70	$ 249,320.70	$ 249,320.70
UBS FINANCIAL SERVICES							
n/a	n/a	CITY ACCOUNT		0.00	376,210.16	376,210.16	376,210.16
			TOTAL UBS FINANCIAL SERVICES ACCOUNTS		$ 376,210.16	$ 376,210.16	$ 376,210.16
			TOTAL CITY INVESTMENTS		$ 278,232,736.98	$ 280,009,915.51	$ 280,303,952.96

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
June 30, 2022

LIBRARY INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND					
11-20-84	n/a	LIBRARY	16-19-012	0.78	12,463.81
		TOTAL LIBRARY INVESTMENTS			$ 12,463.81

FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
05-10-95	n/a	BOND	95421220	0.01	106.64
05-10-95	n/a	IMPROVEMENT	95421222	0.01	154,971.72
City Held Cash	(Fund 736-114000)	($255,912.67)			
		TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1			$ 155,078.36
BOND PROCEEDS					
RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
04-06-95	n/a	RESERVE-SEN	95420880	n/a	0.00
04-06-95	n/a	IMPV-ACQUI	95420884	0.01	2,585,924.04
04-06-95	n/a	BOND	95420887	0.00	0.15
City Held Cash	(Fund 738-114000)	($1,000,675.82)			
		TOTAL RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1			$ 2,585,924.19
BOND PROCEEDS					
ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
08-01-19	n/a	SP TAX - B BOND	242969000	0.00	19.33
08-01-19	n/a	RESERVE	242969003	0.00	722,959.79
08-01-19	n/a	SP TAX - REFUNDING BC	242969004	0.01	15,149.45
08-01-19	n/a	SP TAX - REFUNDING BC	242969005	0.01	300.42
City Held Cash	(Fund 734-114000)	$900,917.97			
		TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1			$ 738,428.99

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
June 30, 2022

BOND PROCEEDS
2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER)
Fiscal Agent: U.S. Bank National Association (fka First Trust)

08-02-05	n/a	SPEC TRB SER A/B	790330000	0.01	0.00
08-02-05	n/a	RESERVE FUND	790330002	0.01	0.00

City Held Cash (Fund 735-114000) $744,688.56

TOTAL 2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) $ -

BOND PROCEEDS
2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021
Fiscal Agent: U.S. Bank National Association (fka First Trust)

	n/a	SPEC TRB SER A/B	251009000	0.01	19.38
	n/a	RESERVE FUND	251009001	0.01	639,156.69

City Held Cash

TOTAL 2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021 $ 639,176.07

BOND PROCEEDS
2006-1 Godde Hill Estate Sewer Improvements LOIB
Fiscal Agent: U.S. Bank National Association (fka First Trust)

11-08-06	n/a	REDEMPTION FUND	106844000	0.01	45,344.33
11-08-06	n/a	ADM EXP	106844002	0.01	1,594.70
11-08-06	n/a	RESERVE FUND	106844003	0.01	99,769.82

City Held Cash (Fund 739-114000) $127,799.09

TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB $ 146,708.85

BOND PROCEEDS
2007 $19.9M COP Power Plant Land Acquisition
Fiscal Agent: U.S. Bank National Association (fka First Trust)

04-12-07	n/a	LEASE PAYMENT	112055000	0.01	0.00
04-12-07	n/a	RESERVE FUND	112055001	0.00	0.00

TOTAL 2007 $19.9M COP Power Plant Land Acquisition $ -

BOND PROCEEDS
2007 $6.5M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER)
Fiscal Agent: U.S. Bank National Association (fka First Trust)

08-23-07	n/a	BOND FUND	117856000	0.01	0.00
08-23-07	n/a	RESERVE FUND	117856002	0.01	0.00

TOTAL 2007 $6.5M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) $ -

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
June 30, 2022
FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
2012 PFA $8.7M LEASE REVENUE BONDS					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
12-19-12	n/a	REVENUE FD	201546000	0.00	0.33
12-19-12	n/a	INTEREST ACCOUNT	201546001	n/a	0.00
12-19-12	n/a	PRINCIPAL ACCOUNT	201546002	n/a	0.00
		TOTAL 2012 PFA $8.7M LEASE REVENUE BONDS			$ 0.33
2013 HA PALMDALE TRANSIT VILLAGE HOMES LLC ESCROW					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
10-11-13	n/a	ESCROW FUND	206455000	0.00	2,979,524.89
		TOTAL 2013 HA TRANSIT VILLAGE HOMES ESCROW			$ 2,979,524.89
2015 HA DEBT SERVICE RESERVE					
Fiscal Agent: Bank of America					
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08	39,152.71
		TOTAL 2015 HA DEBT SERVICE RESERVE			$ 39,152.71
PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND					
05-23-18	n/a	CITY	104790895775 Public Agency Retirement Services	2.60	6,552,144.70
		TOTAL PARS PENSION TRUST FUND			$ 6,552,144.70
BOND PROCEEDS					
2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
09-03-15	n/a	BOND FUND	277067000	0.00	28,738.59
09-03-15	n/a	INTEREST ACCT	277067001	0.01	6.95
09-03-15	n/a	BOND RESERVE	277067003	0.00	281,016.19
09-03-15	n/a	REPAIR & REPLACE FUN	277067004	0.00	1,129,301.89
		TOTAL 2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS			$ 1,439,063.62

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
June 30, 2022

BOND PROCEEDS

2017 PFA $17.4M LEASE REVENUE BONDS

Fiscal Agent: U.S. Bank National Association (fka First Trust)

04-05-17	n/a	REVENUE FUND	271128000	0.00	0.64
04-05-17	n/a	PRINCIPAL ACCT	271128002	n/a	0.00

TOTAL 2017 PFA $17.4M LEASE REVENUE BONDS $ 0.64

Total City Held Cash (XXX-114000) $516,817.13

GRAND TOTAL - FISCAL AGENT CASH $ 14,636,027.28

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
June 30, 2022
SUMMARY OF CASH AND INVESTMENTS

Cash on Hand			$	11,657,206
Pooled Cash Investments				
City:	$	270,271,442		
Insur Fund:		$10,032,511	$	280,303,953
Library Investments				$12,464
Subtotal			$	291,973,623
City/AD/CFD/PCA/PFA/HA Fiscal Agent Cash			$	14,636,027 *
Grand total			$	306,609,650

The interest rate quoted on LAIF, AIM, and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF & AIM interest rates are as of June 30, 2022.

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
June 30, 2022
CITY OF PALMDALE

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF), CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP), & UBS FINANCIAL SERVICES
June 30, 2022

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
CITY ACCOUNT 98-19-620				
Beginning Balance				$ 30,118,304.25
06/29/22	$ 15,000,000.00	$ -		
Subtotal	$ 15,000,000.00	$ -	$ -	$ 45,118,304.25
PCA ACCOUNT 40-19-060				
Beginning Balance				$ 37,234,403.09
		$ -		
Subtotal	$ -	$ -	$ -	$ 37,234,403.09
LIBRARY ACCOUNT 16-19-012				
Beginning Balance				$ 12,463.81
		$ -		
Subtotal	$ -	$ -	$ -	$ 12,463.81
ARPA ACCOUNT 19-19-004				
Beginning Balance				$ 17,724,498.78
		$ -		
Subtotal	$ -	$ -	$ -	$ 17,724,498.78
CAMP - CALIFORNIA ASSET MANAGEMENT PROGRAM				
Beginning Balance				$ 249,087.46
06/30/22		$ -	$ 233.24	
Subtotal	$ -	$ -	$ 233.24	$ 249,320.70
UBS Financial Services				
Beginning Balance				$ 3.37
06/30/22		$ (84,375.00)	$ 460,581.79	
Subtotal	$ -	$ (84,375.00)	$ 460,581.79	$ 376,210.16
Total	$ 15,000,000.00	$ (84,375.00)	$ 460,815.03	$ 100,715,200.79

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
June 30, 2022
CITY OF PALMDALE

POOLED CASH - INVESTMENTS MATURED OR CALLED

June 30, 2022

TN = US Treasury
FP = Federal Paper
CD = Certificate of Deposit
C = Call
M = Maturity
CB = Corporate Bond

ISSUER	PURCHASE DATE	MATURITY DATE	REDEMPTION DATE	FACE VALUE REDEEMED	INTEREST RECEIVED	NET FUNDS	INVESTED AMOUNT	GAIN/ (LOSS)
				$ -	$ -	$ -	$ -	$0.00

Total Number of Transactions: 0

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
June 30, 2022
CITY OF PALMDALE

POOLED CASH - INVESTMENTS PURCHASED

June 30, 2022

TN = US Treasury
FP = Federal Paper
CD = Certificate of Deposit
CN = Corporate Notes

ISSUER	PURCHASE DATE	MATURITY DATE	FACE VALUE	PREMIUM / (DISCOUNT)	PURCHASE PRICE	ACCRUED INTEREST PURCHASED	NET PURCHASE	Yield
3130AL5A8 Federal Home Loan Bank	06-24-22	02-26-27	$ 5,000,000.00	$ (521,000.00)	$ 4,479,000.00	$ 14,750.00	$ 4,493,750.00	3.33%
3133EL3P7 Federal Farm Credit Bank	06-29-22	08-12-25	$ 1,810,000.00	$ (149,650.80)	$ 1,660,349.20	$ 3,650.67	$ 1,663,999.87	3.34%
3130A5DH9 Federal Home Loan Bank	06-29-22	03-28-25	$ 1,950,000.00	$ (12,285.00)	$ 1,937,715.00	$ 167.92	$ 1,937,882.92	3.34%
				$ -			$ -	
				$ -				
			$ 8,760,000.00	$ (682,935.80)	$ 8,077,064.20	$ 18,568.59	$ 8,095,632.79	

Total Number of Transactions: 3

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
June 30, 2022

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	INVESTED AMOUNT	TOTAL
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND						
09-01-84	n/a	SA ACCOUNT	65-19-035	0.78	8,700,687.94	
TOTAL LAIF ACCOUNTS						$ 8,700,687.94
		FISCAL AGENT CASH				
BOND PROCEEDS						
CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						
Fiscal Agent: U.S. Bank National Association						
08-20-02	n/a	RESERVE FUND	94460700	0.01	528,143.84	
08-20-02	n/a	INTEREST ACCT	94460701	0.01	28.92	
08-20-02	n/a	PRINCIPAL ACCT	94460702	0.01	0.15	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						$ 528,172.91
BOND PROCEEDS						
2016 SA $31.5M Tax Allocation Refunding Bonds Series A						
Fiscal Agent: U.S. Bank National Association (fka First Trust)						
04-26-16	n/a	DEBT SERVICE	245113000	0.00	1.29	
04-26-16	n/a	INTEREST ACCT	245113001	N/A	0.00	
TOTAL 2016 SA $31.5M Tax Allocation Refunding Bonds Series A						$ 1.29
GRAND TOTAL - FISCAL AGENT CASH						$528,174

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	$	6,011,987
Pooled Cash Investments	$	8,700,688
Successor Agency Fiscal Agent Cash	$	528,174
Grand total	$	15,240,849

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF interest rates are as of June 30, 2022.

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF)
June 30, 2022

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
SA ACCOUNT 65-19-035				
Beginning Balance				$ 3,700,687.94
06/29/22	$ 5,000,000.00			
Subtotal	$ 5,000,000.00	$ -	$ -	$ 8,700,687.94

City of Palmdale: Flagship Lite

Palmdale, CA

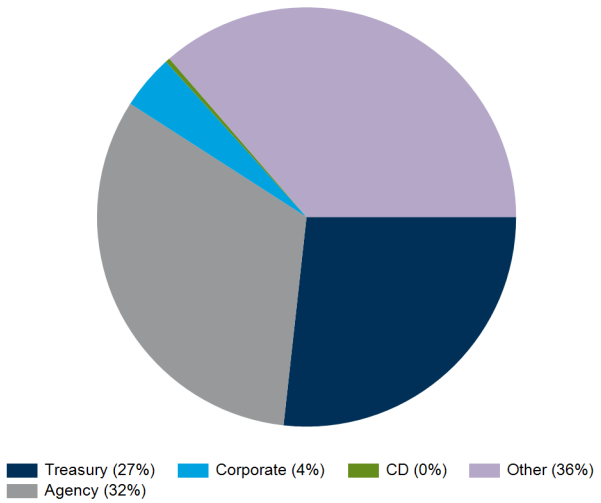
As of Date: 06/30/2022 | Pricing as of: 06/30/2022 | Date of Analysis: 07/07/2022



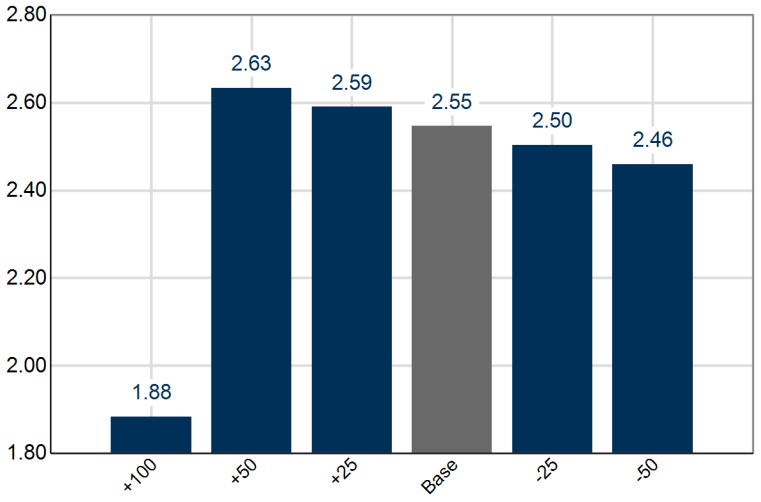
Portfolio Overview

Portfolio Attributes	
Curr. Face	275,907
Mkt. Value	268,537
Book Value	275,907
Est. Gain/Loss	-7,369
Ave. Mkt. Price	97.33
Ave. Bk. Price	100.00
Eff. Dur.	1.47
Eff. Conv.	0.02
TOAS	-37.1
Mkt YTP	2.18
Bk YTP	1.11
WAL	1.53
Line Items	50

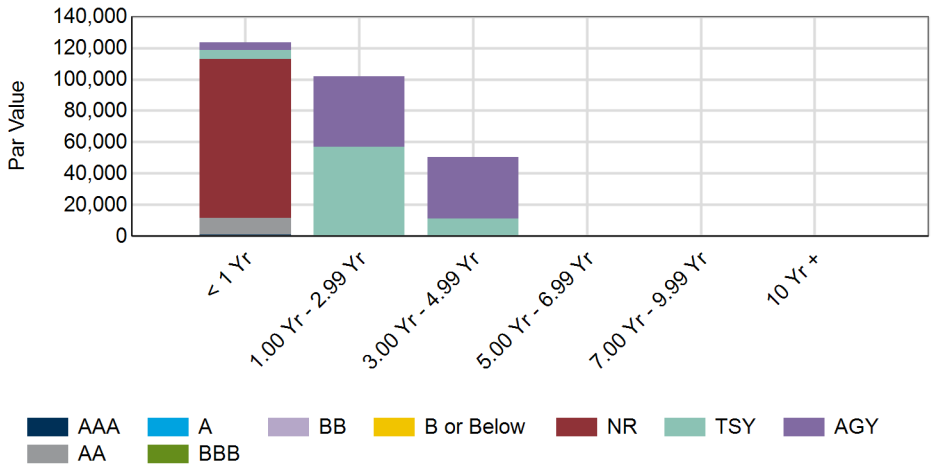
Sector Allocation



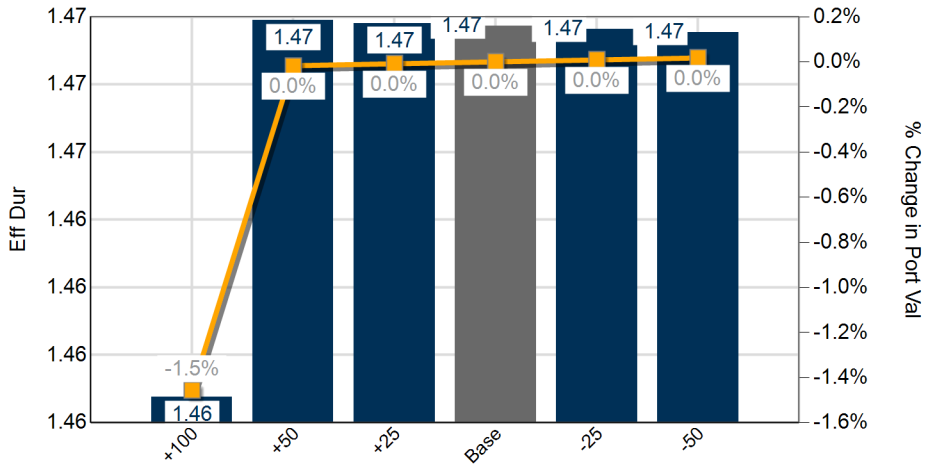
Projected TRR - 12 Mo Horizon



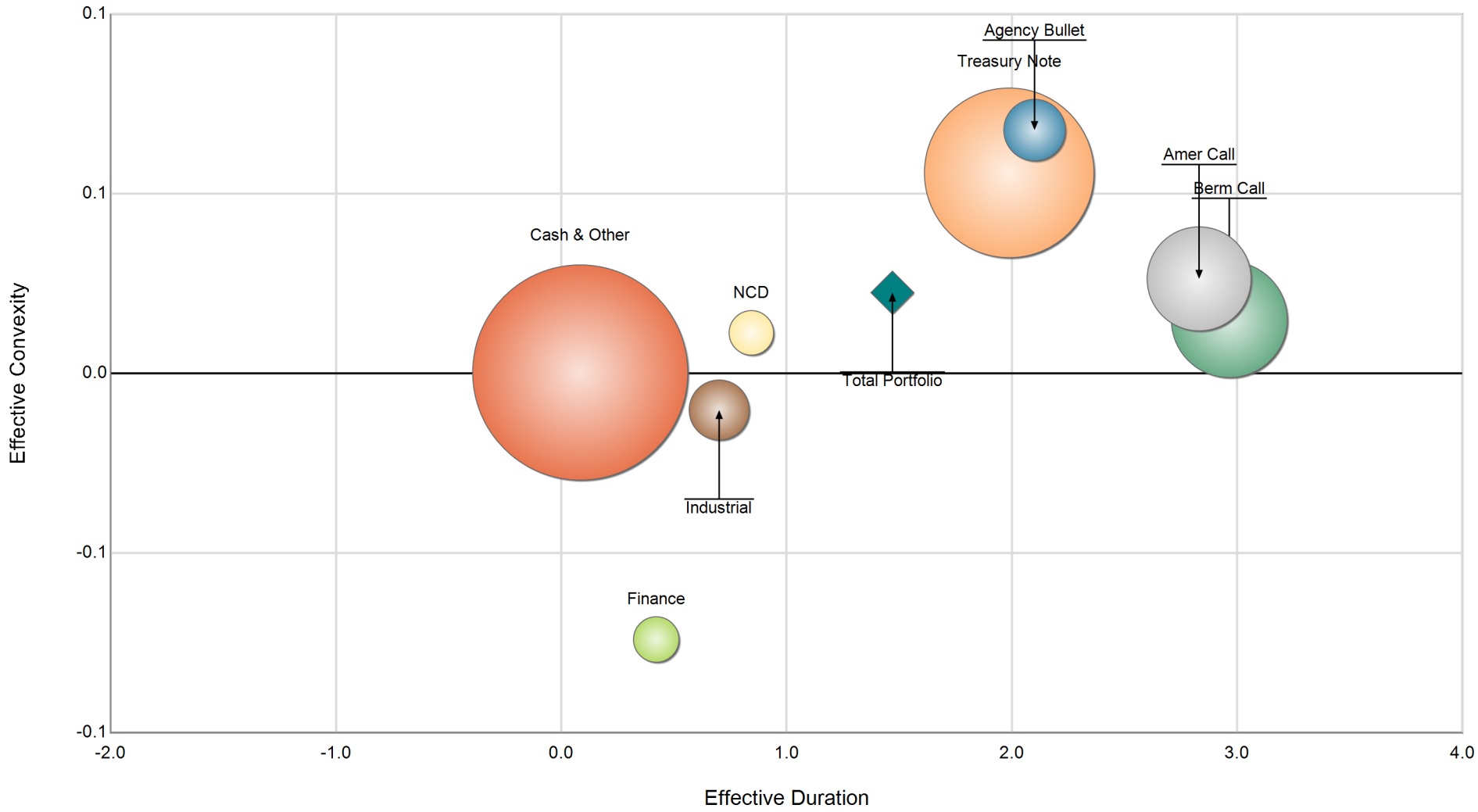
Combined Rating Distribution By Maturity



Pct. Chng in Port Val & Eff Dur (Inst. Rate Shock)



Duration / Convexity



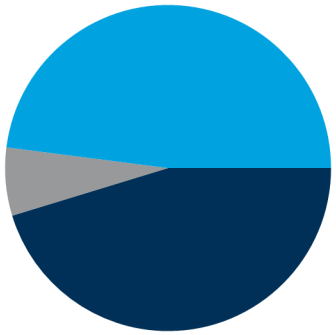
Eff. Dur.	1.47
Eff. Conv.	0.02

Portfolio Sector Summary

Sector	Par Value	Market Value	% Port	Book Price	Market Price	Est G/L	Eff Conv	Bk Yld	Mkt Yld	Eff Dur +50	Eff Dur Base	Eff Dur -50	% Δ in Price +50	% Δ in Price Base	% Δ in Price -50
Cash & Other	100,327	100,327	36.4%	100.00	100.00	0	0.00	0.78	0.78	0.08	0.08	0.08	0.0%	0	0.0%
Treasury Note	73,815	71,874	26.8%	100.00	97.37	-1,941	0.06	1.57	2.96	1.99	1.99	1.99	0.0%	0	0.0%
Berm Call	42,650	39,719	15.5%	100.00	93.13	-2,931	0.02	0.73	3.08	2.96	2.96	2.96	0.0%	0	0.0%
Amer Call	35,560	33,432	12.9%	100.00	94.02	-2,128	0.03	0.96	3.09	2.83	2.83	2.83	0.0%	0	0.0%
Agency Bullet	11,000	10,719	4.0%	100.00	97.44	-281	0.07	1.93	2.97	2.10	2.10	2.10	0.0%	0	0.0%
Industrial	10,075	9,985	3.7%	100.00	99.10	-90	-0.01	1.79	2.95	0.70	0.70	0.70	0.0%	0	0.0%
Finance	1,500	1,501	0.5%	100.00	100.09	1	-0.07	2.80	2.49	0.42	0.42	0.42	0.0%	0	0.0%
NCD	980	981	0.4%	100.00	100.14	1	0.01	3.14	2.97	0.84	0.84	0.85	-0.4%	0	0.4%
Portfolio Totals	275,907	268,537	100.0%	100.00	97.33	-7,369	0.02	1.11	2.18	1.47	1.47	1.47	0.0%	0	0.0%

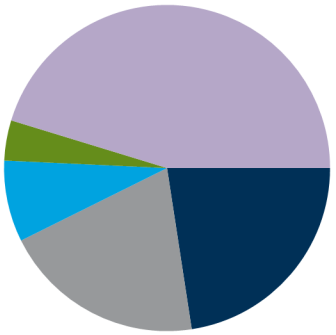
Agency/Sovereign - Summary

Subsector



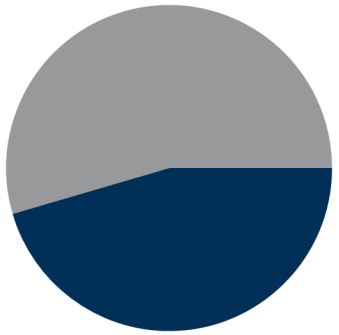
Treasury (45%)
Callable Agency (48%)
Agency Bullet (7%)

Issuer



FFCB (23%)
FHLMC (8%)
UST (45%)
FHLB (20%)
FNMA (4%)

Call Type

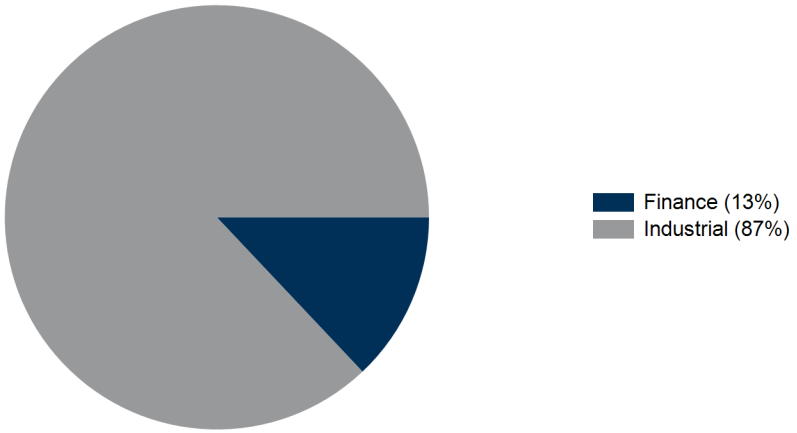


Anytime (45%)
Quarterly (55%)

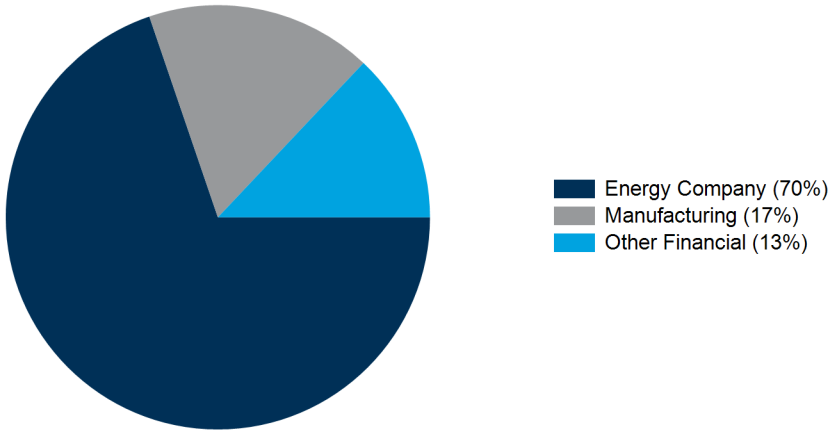
Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Book Price Value	Book Yield	Market Price Value	Market Yield	G/L $ Base + 100	G/L % Base + 100	WAL Base + 100	% Px Δ -50 +100	Dur Base	Cvx Base	AFS %
				2.1 yrs	100.00		97.37		-1,941	-2.6%	2.05	0.0	1.99	0.06	
Treasury (15)	45.3%	73,815	1.57		73,815	1.57	71,874	2.96	-3,352	-4.5%	2.05	-2.0			97.4%
				2.2 yrs	100.00		97.44		-281	-2.6%	2.18	0.0	2.10	0.07	
Agency Bullet (4)	6.7%	11,000	1.93		11,000	1.93	10,719	2.97	-504	-4.6%	2.18	-2.1			97.4%
				3.1 yrs	100.00		93.53		-5,059	-6.5%	3.06	0.0	2.90	0.02	
Callable Agency (17)	48.0%	78,210	0.83	0.2 yrs	78,210	0.83	73,151	3.09	-7,169	-9.2%	3.06	-2.9			93.5%
				2.5 yrs	100.00		95.53		-7,281	-4.5%	2.53	0.0	2.43	0.04	
Total (36)	100.0%	163,025	1.24	0.2 yrs	163,025	1.24	155,744	3.02	-11,024	-6.8%	2.53	-2.4			95.5%

Corporate - Summary

Sector Allocation



Industry Allocation



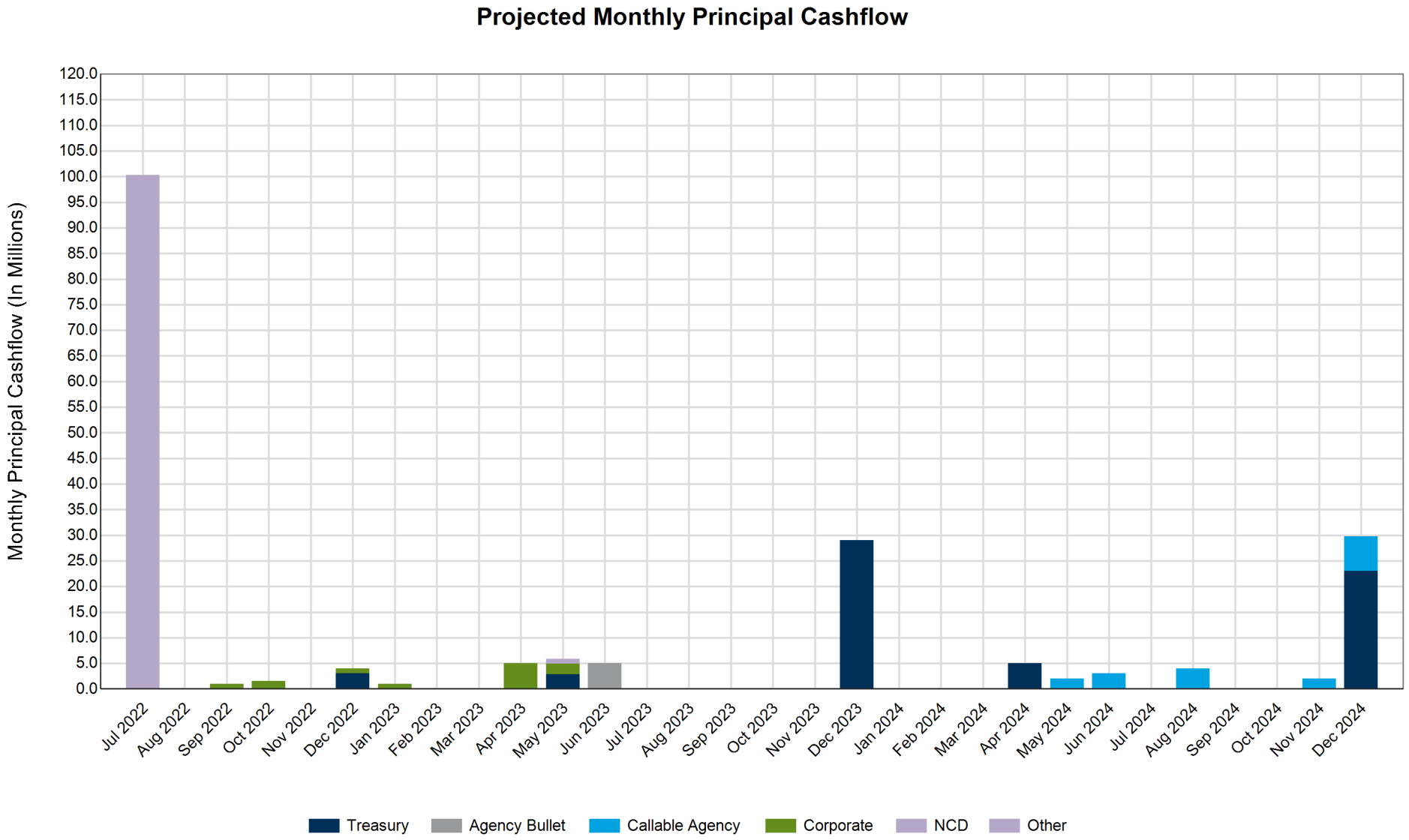
Subsector	Sector %	Par Value	Cpn	Maturity	Rating Moody's S&P	Book Price Value	Book Yield	Market Price Value	Market Yield	G/L $ Base + 100	G/L % Base + 100	WAL Base + 100	% Px Δ -50 +100	Dur Base	Cvx Base	AFS %
					Aa3	100.00		100.09		1	0.1%	0.29	0.0	0.42	-0.07	
Finance (1)	13.0%	1,500	2.80	0.5 yrs	AA-	1,500	2.80	1,501	2.49	-5	-0.3%	0.46	-0.4			100.1%
					Aa1	100.00		99.10		-90	-0.9%	0.68	0.0	0.70	-0.01	
Industrial (5)	87.0%	10,075	1.79	0.7 yrs	AA	10,075	1.79	9,985	2.95	-161	-1.6%	0.72	-0.7			99.1%
					Aa1	100.00		99.23		-89	-0.8%	0.63	0.0	0.66	-0.02	
Total (6)	100.0%	11,575	1.92	0.7 yrs	AA	11,575	1.92	11,486	2.89	-166	-1.4%	0.68	-0.7			99.2%

Peer Group Comparison

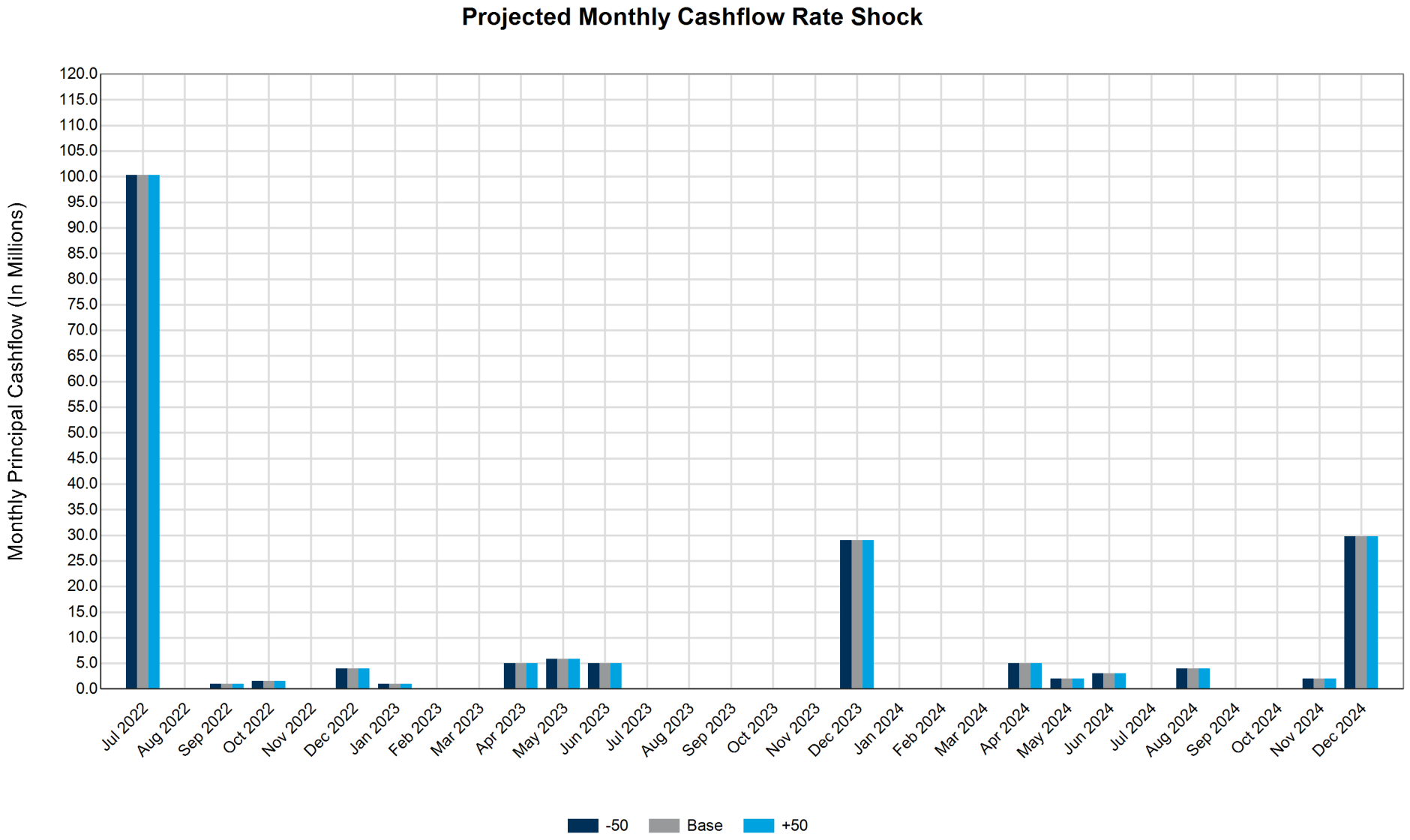
Peer	As of Date	Book Value	G/L %	Book Yield	Average Life Base	Average Life -50	Average Life +100	% Price Change -50	% Price Change +50	% Price Change +100	Effective Dur	Effective Cvx	UST Agy	Fix MBS	ARM	Fix CMO	Flt CMO	Agy CMBS	Sm Bus.	Prv Label	Muni	Corp	CD	Other	% Fixed
1	04/22	275,359	-1.4	1.32	1.4		1.5			-1.4	1.4	0.0	25%	0%	0%	0%	0%	0%	0%	0%	64%	9%	0%	3%	100%
2	03/22	274,827	-2.0	0.31	1.3		1.4			-1.3	1.3	0.0	27%	0%	0%	0%	0%	0%	0%	0%	25%	0%	9%	38%	100%
3	04/22	271,521	-5.4	0.97	2.9		2.9			-2.7	2.7	0.0	84%	0%	0%	0%	0%	0%	0%	0%	15%	0%	1%	0%	100%
4	04/22	259,020	-3.7		2.1								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
5	04/22	293,398	-2.3		1.5								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
6	05/22	297,435	-3.3	0.05	1.6		1.6			-1.6	1.6	0.0	77%	0%	0%	0%	0%	0%	0%	0%	23%	0%	0%	0%	100%
7	06/22	251,323	-3.9	1.32	1.9		1.9			-1.8	1.8	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
8	05/22	304,911	-2.8		2.7		1.3						46%	0%	0%	0%	0%	0%	0%	0%	11%	39%	4%	0%	100%
9	05/22	306,409	-3.5		2.2		0.7						72%	0%	0%	0%	0%	0%	0%	0%	28%	0%	0%	0%	100%
10	04/22	307,560	-2.3		1.5								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
11	04/22	238,016	-1.9		1.3								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
12	05/22	317,492	-4.0	0.66	2.2		2.2			-2.1	2.1	0.0	72%	0%	0%	0%	0%	0%	0%	0%	24%	3%	0%	0%	100%
13	04/22	230,593	-3.6	1.55	2.5		2.5			-2.3	2.4	0.1	73%	0%	0%	0%	0%	0%	0%	0%	9%	9%	9%	0%	100%
14	05/22	217,918	-5.5		3.0								63%	0%	0%	0%	0%	0%	0%	0%	0%	37%	0%	0%	98%
15	04/22	336,976	-1.1		1.2								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
16	06/22	358,930	0.2		2.6								32%	0%	0%	0%	0%	0%	68%	0%	0%	0%	0%	0%	32%
17	04/22	192,256	0.0		0.2								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
18	04/22	174,996	-1.4		1.2								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
19	04/22	173,795	-1.8		1.0								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
20	04/22	172,904	-2.5		2.1								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
21	04/22	165,596	-3.1	0.55	2.0		2.0			-1.9	1.8	0.0	82%	0%	0%	0%	0%	0%	0%	0%	11%	0%	7%	0%	100%
22	04/22	159,400	-0.8		0.6								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
23	04/22	150,572	-1.5		0.9								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
24	05/22	149,956	-4.7	1.30	2.9		3.0			-2.7	2.7	-0.1	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
25	04/22	146,905	-4.6	0.97	3.4		3.5			-3.2	3.2	0.0	58%	0%	0%	0%	0%	0%	0%	0%	17%	18%	7%	0%	99%
Avg		241,123	-2.7	0.90	1.8		2.0			-2.1	2.1	0.0	80%	0%	0%	0%	0%	0%	3%	0%	9%	5%	2%	2%	97%
Port	06/22	275,907	-2.7	1.11	1.6	1.6	1.6	0.0	0.0	-1.5	1.5	0.0	59%	0%	0%	0%	0%	0%	0%	0%	0%	4%	0%	36%	100%
Diff		34,784	0.0	0.21	-0.3		-0.5			0.6	-0.6	0.0	-21%	0%	0%	0%	0%	0%	-3%	0%	-9%	0%	-1%	35%	3%

* Peer group includes Public Entitys that have received portfolio analysis from Stifel in the last three months with the closest portfolio book values.

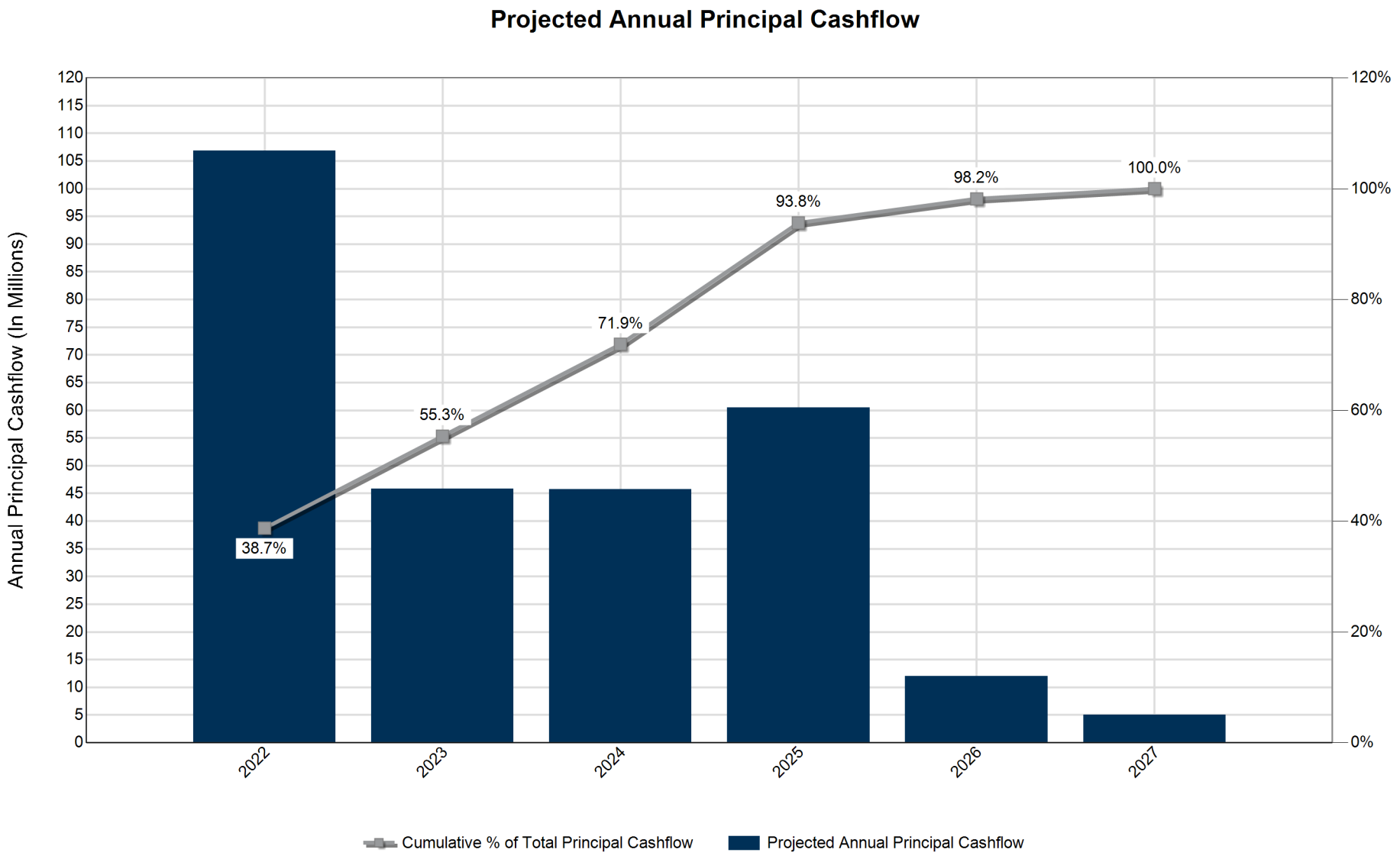
Monthly Cashflow Profile - Next 30 Months



Monthly Cashflow Rate Shock - Next 30 Months

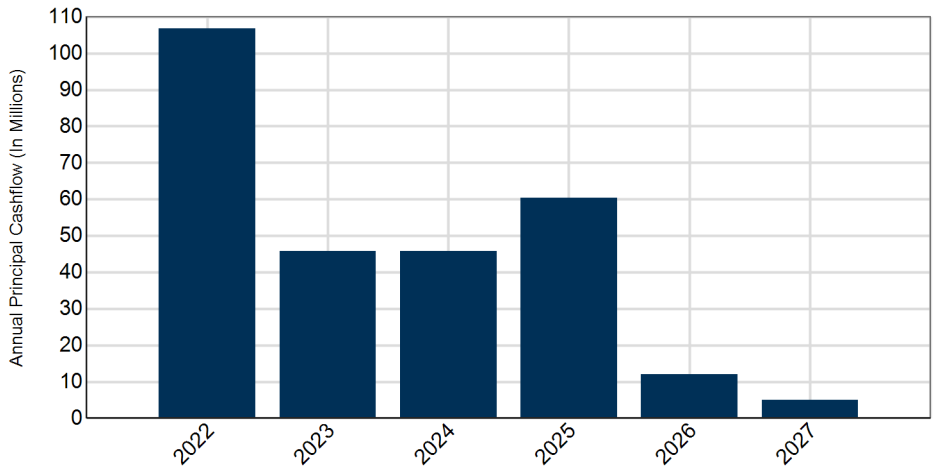


Annual Cashflow Profile

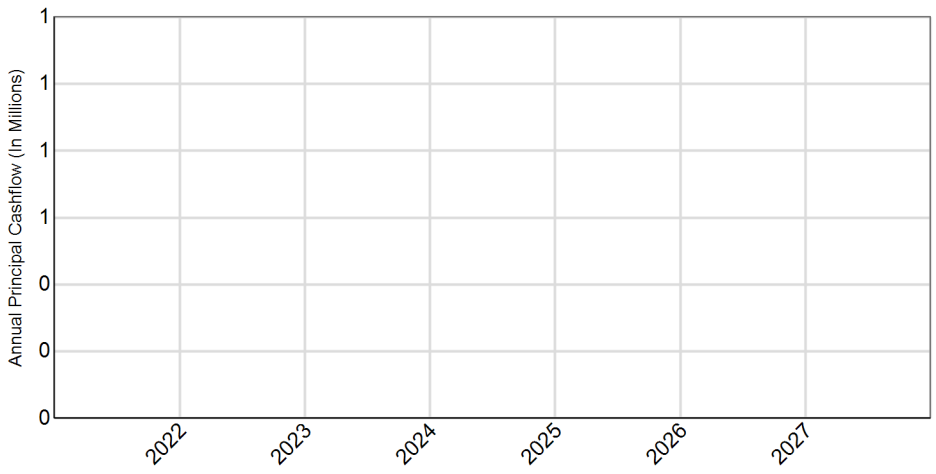


Annual Cashflow Rate Shock

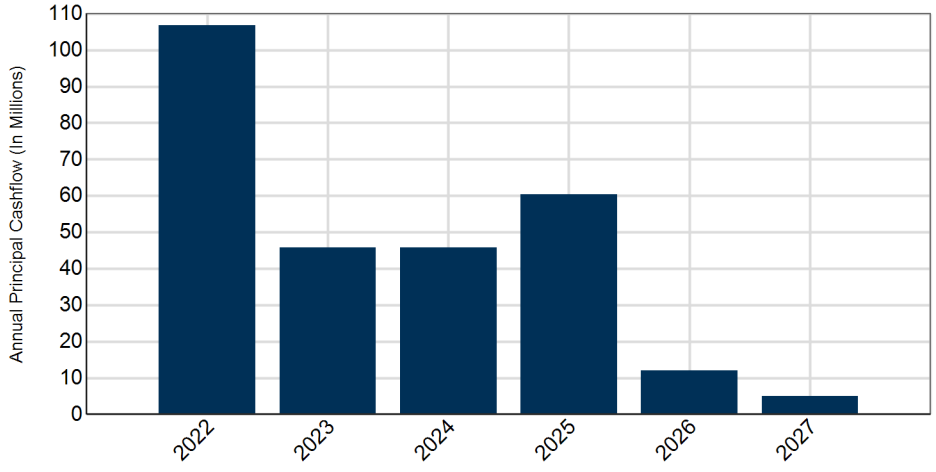
Projected Annual Principal Cashflow +50



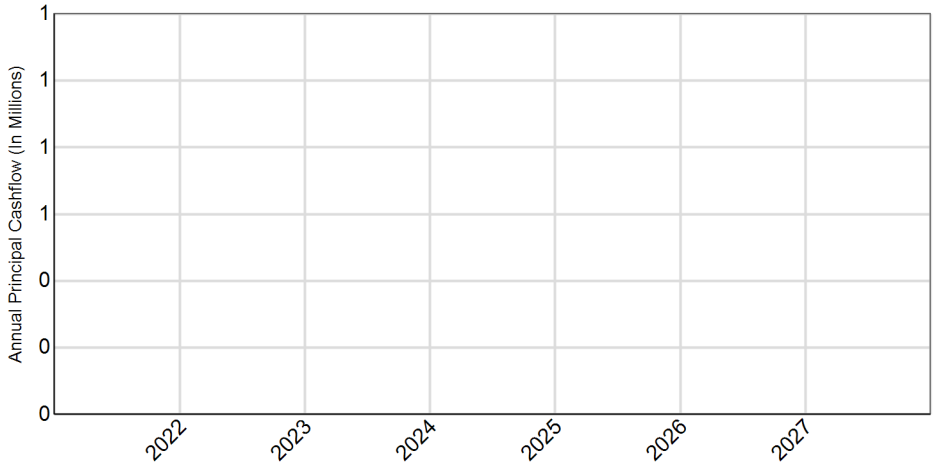
Change in Annual Principal Cashflow +50



Projected Annual Principal Cashflow -50



Change in Annual Principal Cashflow -50



5-Year Quarterly Principal Cash Flow Projections

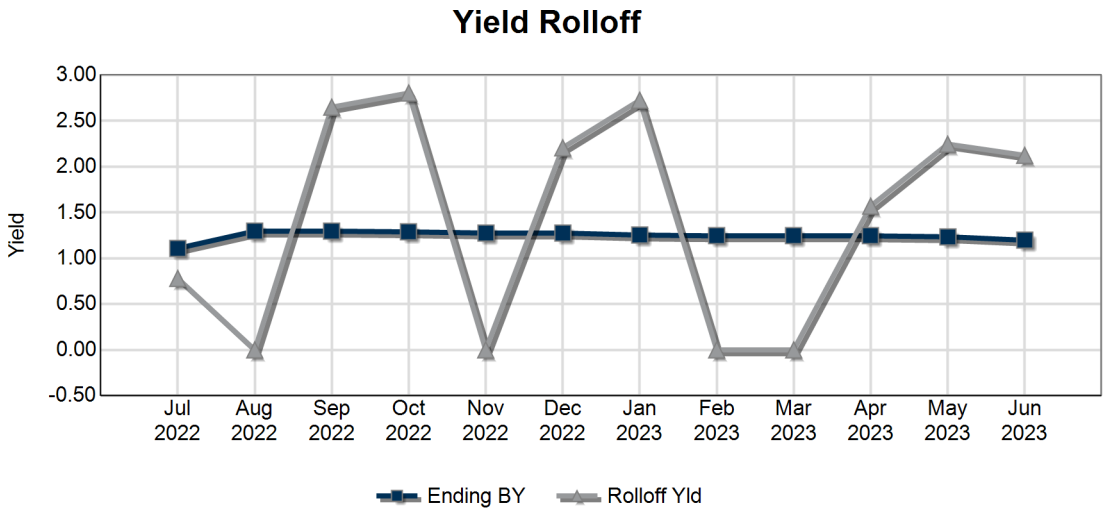
12-Month Principal Cash Flow Projections							Percentage of Total Cash Flow Projections					
Period	+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
Jul 22	100.3	100.3	100.3	100.3	100.3	100.3	36%	36%	36%	36%	36%	36%
Aug 22	0.0	0.0	0.0	0.0	0.0	0.0	36%	36%	36%	36%	36%	36%
Sep 22	0.0	1.0	1.0	1.0	1.0	1.0	36%	37%	37%	37%	37%	37%
Oct 22	0.0	1.5	1.5	1.5	1.5	1.5	36%	37%	37%	37%	37%	37%
Nov 22	1.0	0.0	0.0	0.0	0.0	0.0	37%	37%	37%	37%	37%	37%
Dec 22	4.5	4.0	4.0	4.0	4.0	4.0	38%	39%	39%	39%	39%	39%
Jan 23	1.0	1.0	1.0	1.0	1.0	1.0	39%	39%	39%	39%	39%	39%
Feb 23	1.0	0.0	0.0	0.0	0.0	0.0	39%	39%	39%	39%	39%	39%
Mar 23	0.0	0.0	0.0	0.0	0.0	0.0	39%	39%	39%	39%	39%	39%
Apr 23	5.0	5.0	5.0	5.0	5.0	5.0	41%	41%	41%	41%	41%	41%
May 23	5.9	5.9	5.9	5.9	5.9	5.9	43%	43%	43%	43%	43%	43%
Jun 23	5.0	5.0	5.0	5.0	5.0	5.0	45%	45%	45%	45%	45%	45%

5-Year Quarterly Principal Cash Flow Projections							Percentage of Total Cash Flow Projections					
Period	+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
3Q22	100.3	101.3	101.3	101.3	101.3	101.3	36%	37%	37%	37%	37%	37%
4Q22	5.5	5.5	5.5	5.5	5.5	5.5	38%	39%	39%	39%	39%	39%
1Q23	2.0	1.0	1.0	1.0	1.0	1.0	39%	39%	39%	39%	39%	39%
2Q23	15.9	15.9	15.9	15.9	15.9	15.9	45%	45%	45%	45%	45%	45%
3Q23	0.0	0.0	0.0	0.0	0.0	0.0	45%	45%	45%	45%	45%	45%
4Q23	29.0	29.0	29.0	29.0	29.0	29.0	55%	55%	55%	55%	55%	55%
1Q24	0.0	0.0	0.0	0.0	0.0	0.0	55%	55%	55%	55%	55%	55%
2Q24	10.0	10.0	10.0	10.0	10.0	10.0	59%	59%	59%	59%	59%	59%
3Q24	4.0	4.0	4.0	4.0	4.0	4.0	60%	60%	60%	60%	60%	60%
4Q24	31.8	31.8	31.8	31.8	31.8	31.8	72%	72%	72%	72%	72%	72%
1Q25	7.0	7.0	7.0	7.0	7.0	7.0	74%	74%	74%	74%	74%	74%
2Q25	20.0	20.0	20.0	20.0	20.0	20.0	82%	82%	82%	82%	82%	82%
3Q25	18.3	18.3	18.3	18.3	18.3	18.3	88%	88%	88%	88%	88%	88%
4Q25	15.2	15.2	15.2	15.2	15.2	15.2	94%	94%	94%	94%	94%	94%
1Q26	3.0	3.0	3.0	3.0	3.0	3.0	95%	95%	95%	95%	95%	95%
2Q26	4.0	4.0	4.0	4.0	4.0	4.0	96%	96%	96%	96%	96%	96%
3Q26	0.0	0.0	0.0	0.0	0.0	0.0	96%	96%	96%	96%	96%	96%
4Q26	5.0	5.0	5.0	5.0	5.0	5.0	98%	98%	98%	98%	98%	98%
1Q27	5.0	5.0	5.0	5.0	5.0	5.0	100%	100%	100%	100%	100%	100%

In Millions

Cash Flow and Yield Rolloff - Next 12 Months

Yield Rolloff				
Month	Begin BY	Principal CF	Rolloff Yld	Ending BY
Jul 2022	1.11	100,327	0.78	1.30
Aug 2022	1.30	0	0.00	1.30
Sep 2022	1.30	1,000	2.65	1.29
Oct 2022	1.29	1,500	2.80	1.28
Nov 2022	1.28	0	0.00	1.28
Dec 2022	1.28	4,000	2.21	1.25
Jan 2023	1.25	1,000	2.73	1.25
Feb 2023	1.25	0	0.00	1.25
Mar 2023	1.25	0	0.00	1.25
Apr 2023	1.25	5,000	1.57	1.24
May 2023	1.24	5,870	2.25	1.20
Jun 2023	1.20	5,000	2.12	1.17

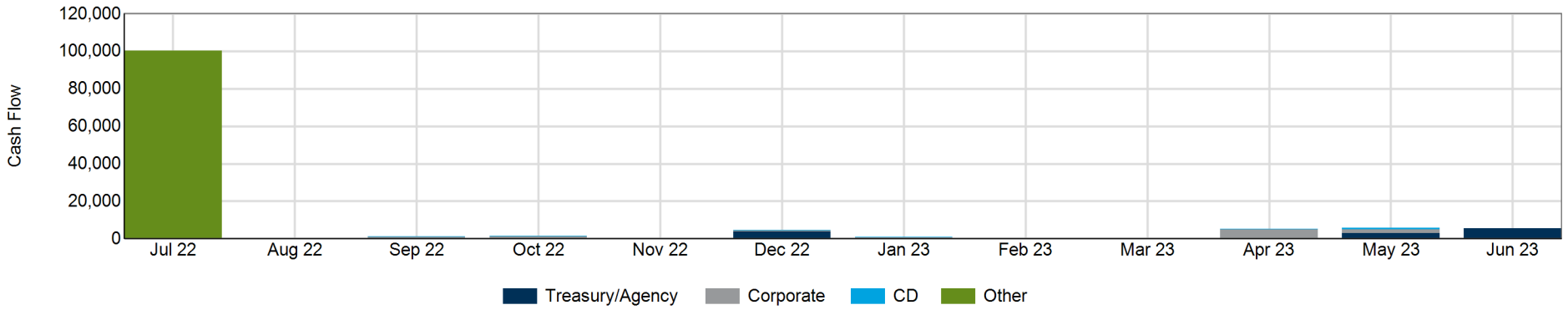


Shocked Principal and Interest Cash Flow Analysis							
Year	Mod Up Stp	+100	+50	+25	-25	-50	Mod Dn Flt
Jul 2022	100,455	100,455	100,455	100,455	100,455	100,455	100,455
Aug 2022	70	70	70	70	70	70	70
Sep 2022	1,097	88	1,097	1,097	1,097	1,097	1,097
Oct 2022	1,649	135	1,649	1,649	1,649	1,649	1,649
Nov 2022	78	78	78	78	78	78	78
Dec 2022	3,673	3,673	4,683	4,683	4,683	4,683	4,683
Jan 2023	1,058	49	1,058	1,058	1,058	1,058	1,058
Feb 2023	70	70	70	70	70	70	70
Mar 2023	74	74	74	74	74	74	74
Apr 2023	5,134	5,134	5,134	5,134	5,134	5,134	5,134
May 2023	5,948	5,948	5,948	5,948	5,948	5,948	5,948
Jun 2023	5,637	5,637	5,637	5,637	5,637	5,637	5,637

Sector Cash Flow and Yield Rolloff - Next 12 Months

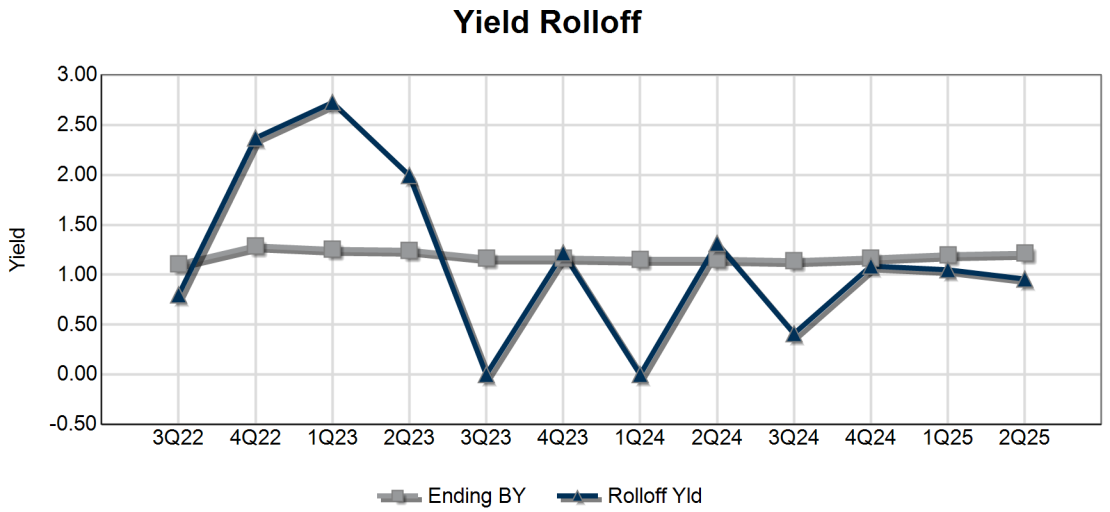
		Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Bk Yld Chg
Treasury/Agency	Cash Flow	48	70	74	95	54	3,673	48	70	74	95	2,869	5,637	
	End BY	1.24	1.24	1.24	1.24	1.24	1.22	1.22	1.22	1.22	1.22	1.20	1.17	-0.07
Corporate	Cash Flow	12	0	1,022	1,553	12	1,010	1,009	0	0	5,039	2,087	0	
	End BY	1.92	1.92	1.85	1.69	1.69	1.60	1.44	1.44	1.44	1.14	0.00	0.00	-1.92
CD	Cash Flow	1	1	1	1	12	1	1	1	1	1	992	0	
	End BY	3.14	3.14	3.14	3.14	3.14	3.14	3.14	3.14	3.14	3.14	0.00	0.00	-3.14
Other	Cash Flow	100,394	0	0	0	0	0	0	0	0	0	0	0	
	End BY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	Cash Flow	100,455	70	1,097	1,649	78	4,683	1,058	70	74	5,134	5,948	5,637	
	End BY	1.30	1.30	1.29	1.28	1.28	1.25	1.25	1.25	1.25	1.24	1.20	1.17	-0.13

Total Cash Flows By Sector



Cash Flow and Yield Rolloff - Next 3 Years

Yield Rolloff				
Quarter	Begin BY	Principal CF	Rolloff Yld	Ending BY
3Q22	1.11	101,327	0.80	1.29
4Q22	1.29	5,500	2.37	1.25
1Q23	1.25	1,000	2.73	1.25
2Q23	1.25	15,870	1.99	1.17
3Q23	1.17	0	0.00	1.17
4Q23	1.17	29,000	1.22	1.15
1Q24	1.15	0	0.00	1.15
2Q24	1.15	10,000	1.31	1.14
3Q24	1.14	4,000	0.41	1.17
4Q24	1.17	31,750	1.09	1.20
1Q25	1.20	7,000	1.05	1.21
2Q25	1.21	20,000	0.96	1.32

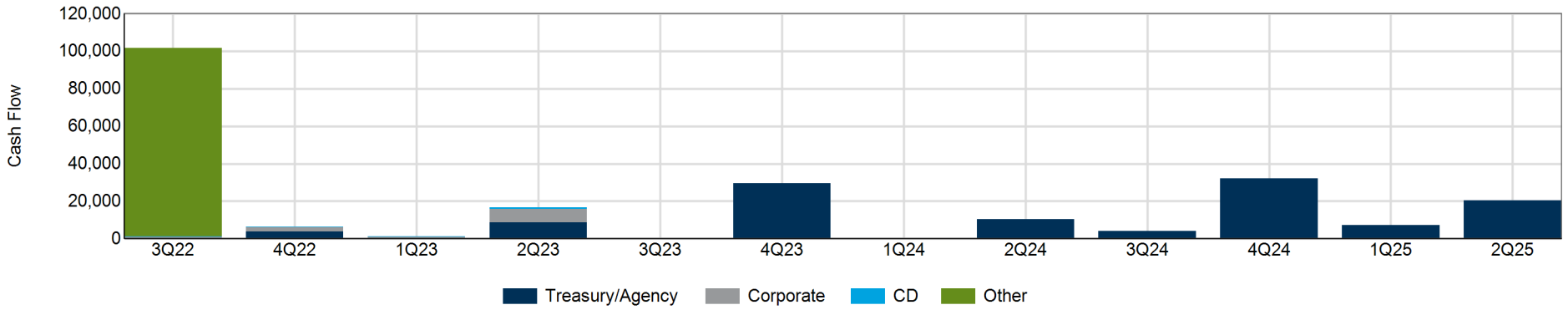


Shocked Principal and Interest Cash Flow Analysis							
Quarter	Mod Up Stp	+100	+50	+25	-25	-50	Mod Dn Flt
3Q22	101,622	100,613	101,622	101,622	101,622	101,622	101,622
4Q22	5,401	3,887	6,411	6,411	6,411	6,411	6,411
1Q23	1,203	194	1,203	1,203	1,203	1,203	1,203
2Q23	16,719	16,719	16,719	16,719	16,719	16,719	16,719
3Q23	192	192	192	192	192	192	192
4Q23	29,698	29,698	29,698	29,698	29,698	29,698	29,698
1Q24	192	192	192	192	192	192	192
2Q24	10,519	10,519	10,519	10,519	10,519	10,519	10,519
3Q24	4,194	4,194	4,194	4,194	4,194	4,194	4,194
4Q24	32,198	32,198	32,198	32,198	32,198	32,198	32,198
1Q25	7,187	7,187	7,187	7,187	7,187	7,187	7,187
2Q25	20,278	20,278	20,278	20,278	20,278	20,278	20,278

Sector Cash Flow and Yield Rolloff - Next 3 Years

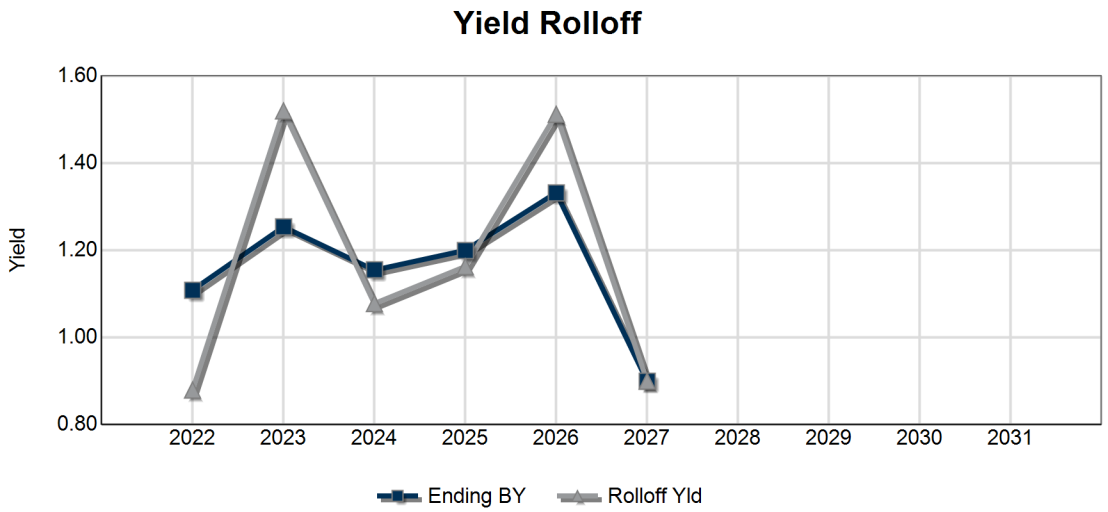
		3Q22	4Q22	1Q23	2Q23	3Q23	4Q23	1Q24	2Q24	3Q24	4Q24	1Q25	2Q25	Bk Yld Chg
Treasury/Agency	Cash Flow	192	3,822	192	8,600	192	29,698	192	10,519	4,194	32,198	7,187	20,278	
	End BY	1.24	1.22	1.22	1.17	1.17	1.15	1.15	1.14	1.17	1.20	1.21	1.32	0.08
Corporate	Cash Flow	1,034	2,575	1,009	7,126	0	0	0	0	0	0	0	0	
	End BY	1.85	1.60	1.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.85
CD	Cash Flow	2	14	2	993	0	0	0	0	0	0	0	0	
	End BY	3.14	3.14	3.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3.14
Other	Cash Flow	100,394	0	0	0	0	0	0	0	0	0	0	0	
	End BY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	Cash Flow	101,622	6,411	1,203	16,719	192	29,698	192	10,519	4,194	32,198	7,187	20,278	
	End BY	1.29	1.25	1.25	1.17	1.17	1.15	1.15	1.14	1.17	1.20	1.21	1.32	0.03

Total Cash Flows By Sector



Cash Flow and Yield Rolloff - Next 10 Years

Yield Rolloff				
Year	Begin BY	Principal CF	Rolloff Yld	Ending BY
2022	1.11	106,827	0.88	1.25
2023	1.25	45,870	1.52	1.15
2024	1.15	45,750	1.08	1.20
2025	1.20	60,460	1.16	1.33
2026	1.33	12,000	1.51	0.90
2027	0.90	5,000	0.90	
2028				
2029				
2030				
2031				

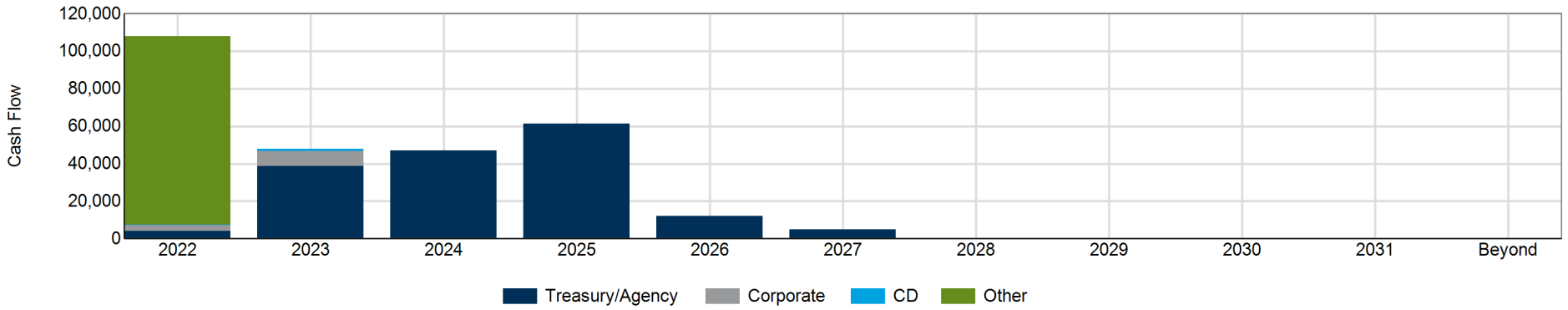


Shocked Principal and Interest Cash Flow Analysis							
Year	Mod Up Stp	+100	+50	+25	-25	-50	Mod Dn Flt
2022	107,023	107,034	108,033	108,033	108,033	108,033	108,033
2023	48,823	48,826	47,811	47,811	47,811	47,811	47,811
2024	47,103	47,103	47,103	47,103	47,103	47,103	47,103
2025	61,257	61,257	61,257	61,257	61,257	61,257	61,257
2026	12,168	12,168	12,168	12,168	12,168	12,168	12,168
2027	5,023	5,023	5,023	5,023	5,023	5,023	5,023

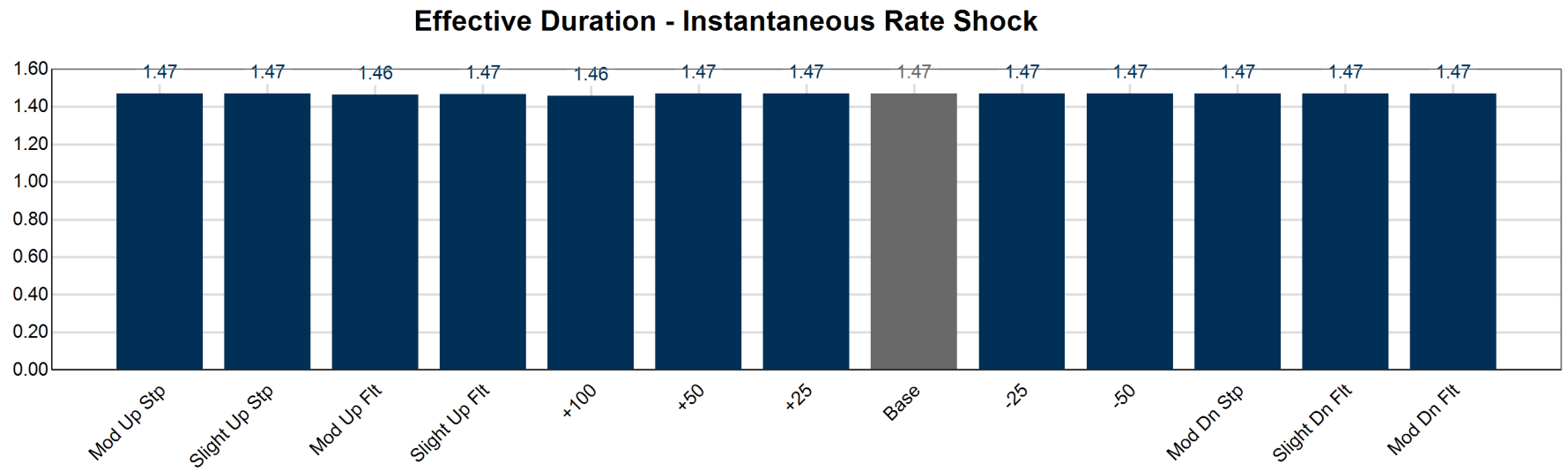
Sector Cash Flow and Yield Rolloff - Next 10 Years

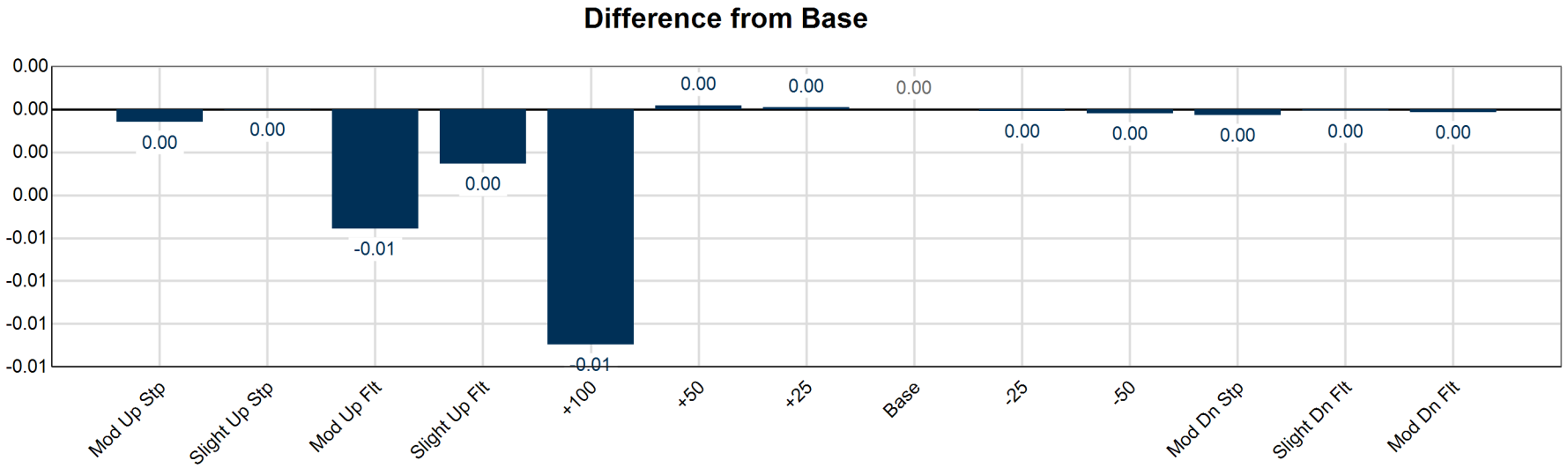
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Bk Yld Chg
Treasury/Agency	Cash Flow	4,014	38,682	47,103	61,257	12,168	5,023	0	0	0	0	
	End BY	1.24	1.22	1.15	1.20	1.33	0.90	0.00	0.00	0.00	0.00	-1.24
Corporate	Cash Flow	3,610	8,135	0	0	0	0	0	0	0	0	
	End BY	1.92	1.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.92
CD	Cash Flow	15	995	0	0	0	0	0	0	0	0	
	End BY	3.14	3.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3.14
Other	Cash Flow	100,394	0	0	0	0	0	0	0	0	0	
	End BY	0.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-0.78
Total	Cash Flow	108,033	47,811	47,103	61,257	12,168	5,023	0	0	0	0	
	End BY	0.00	1.25	1.15	1.20	1.33	0.90	0.00	0.00	0.00	0.00	0.00

Total Cash Flows By Sector



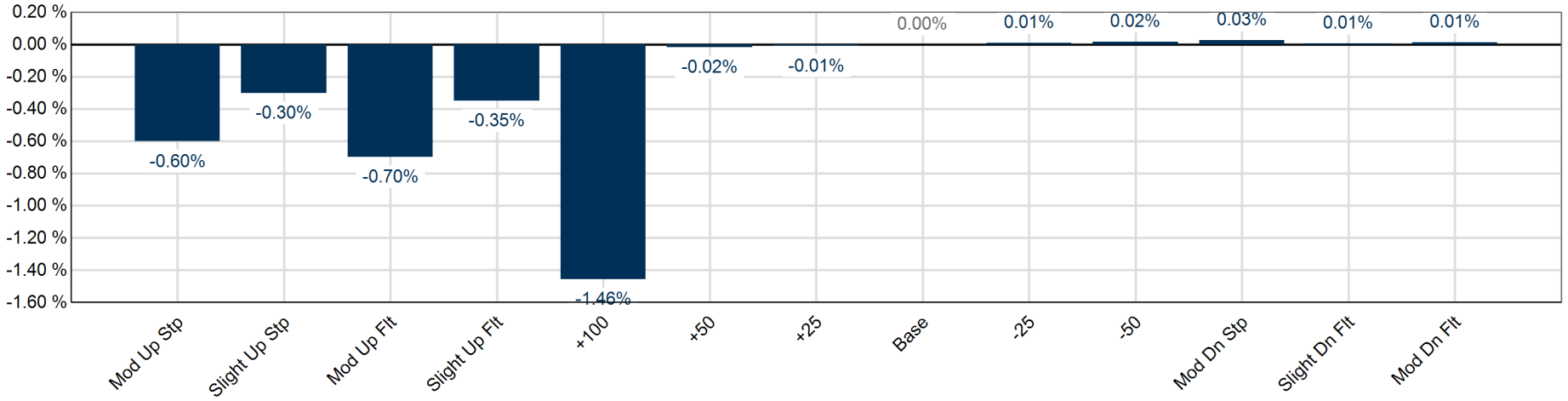
Effective Duration - Instantaneous Rate Shock



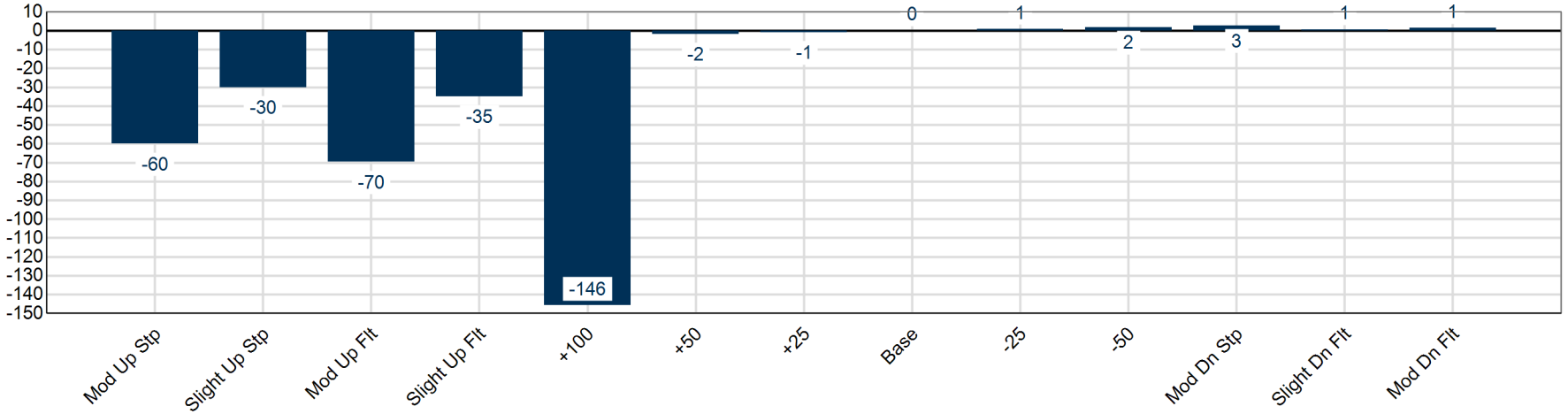


% Px Chng - Instantaneous Rate Shock

Percentage Price Change - Instantaneous Rate Shock

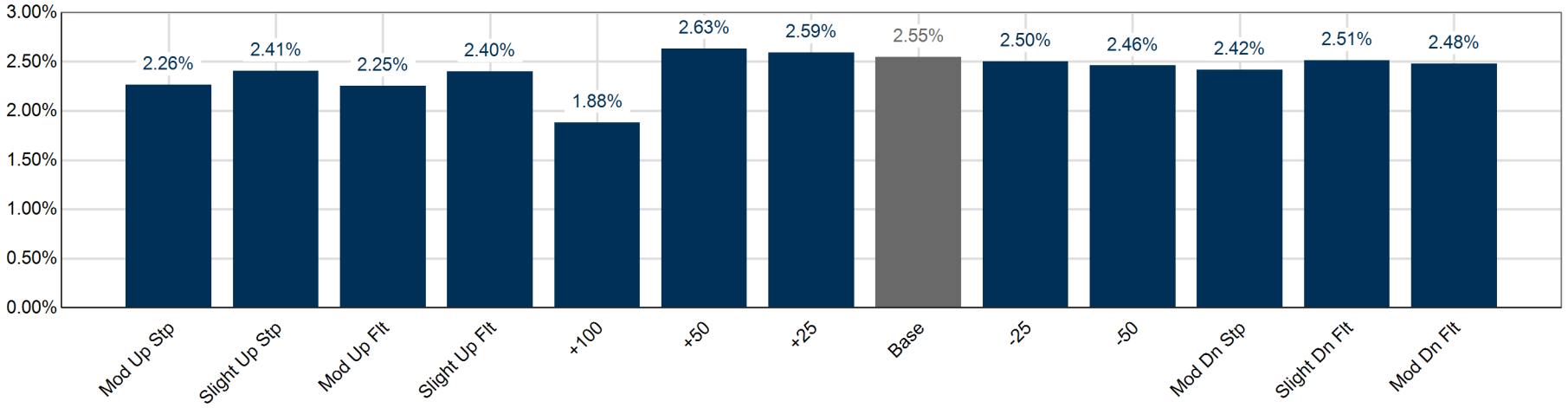


Difference from Base (bps)

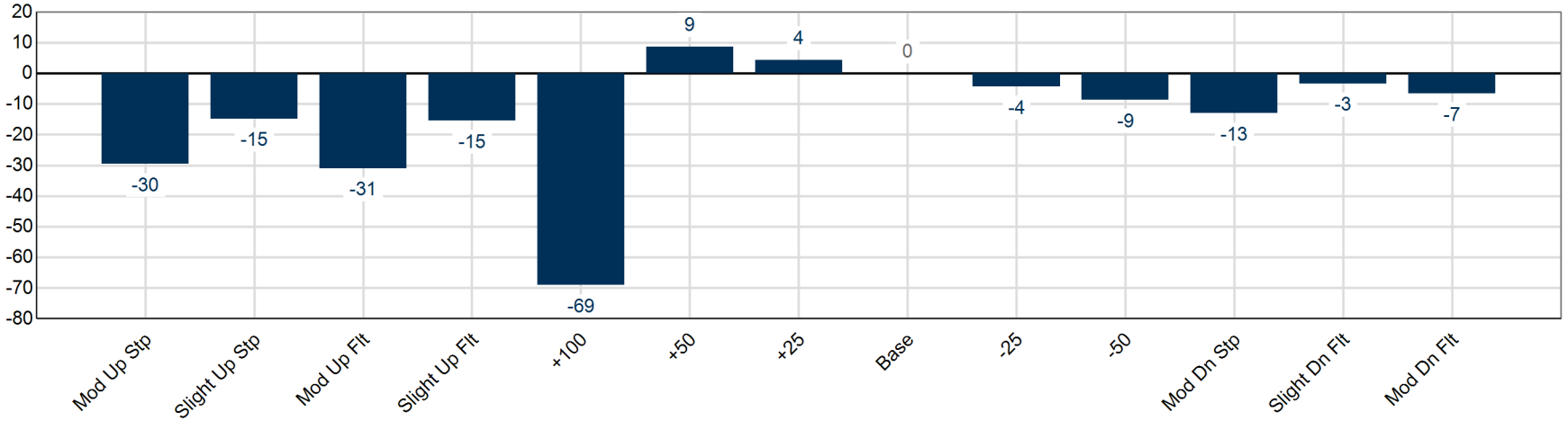


Total Returns - 12mo Horizon

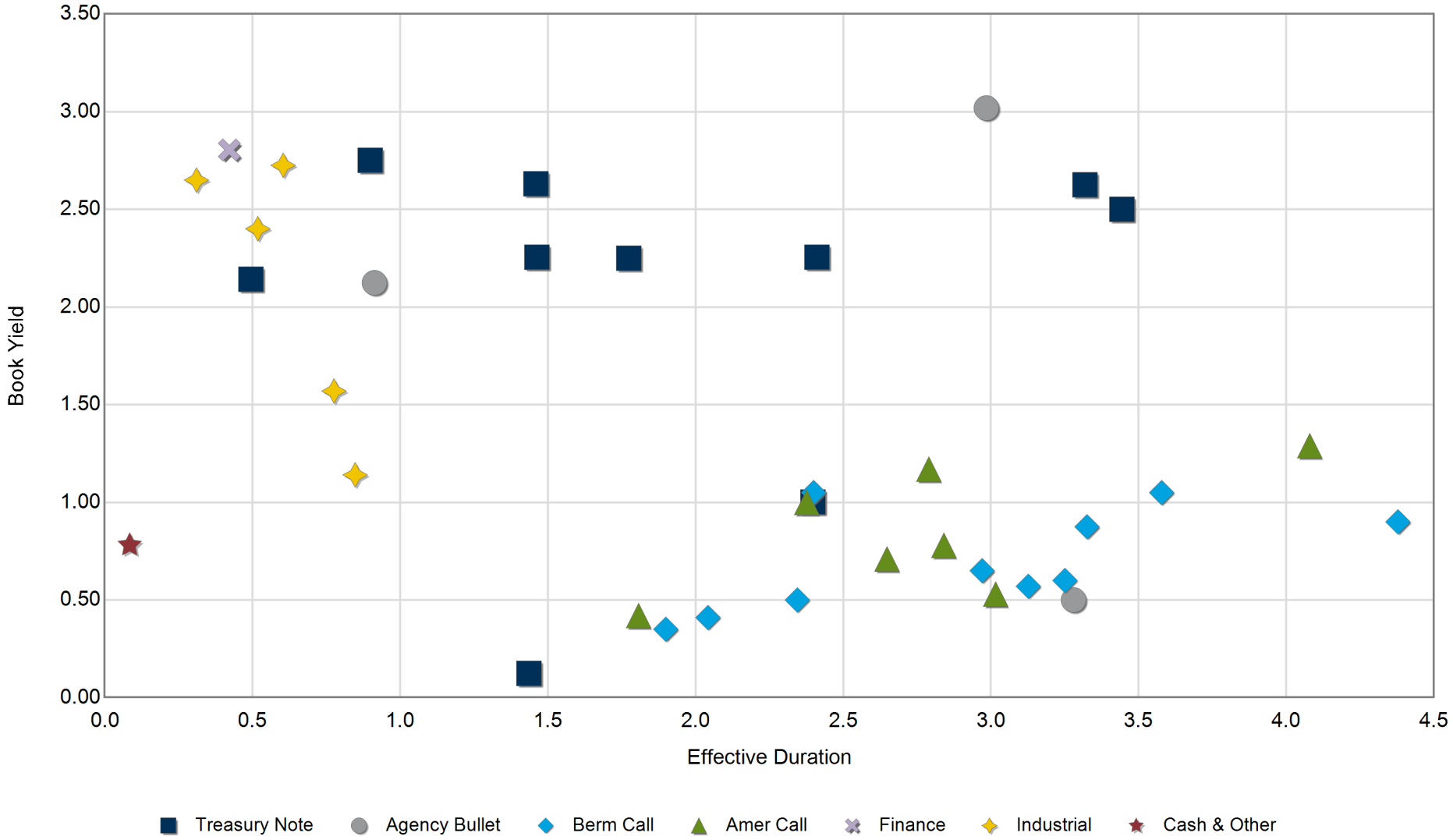
Total Returns Comparison - 12 Mo. Horizon



Difference from Base (bps)

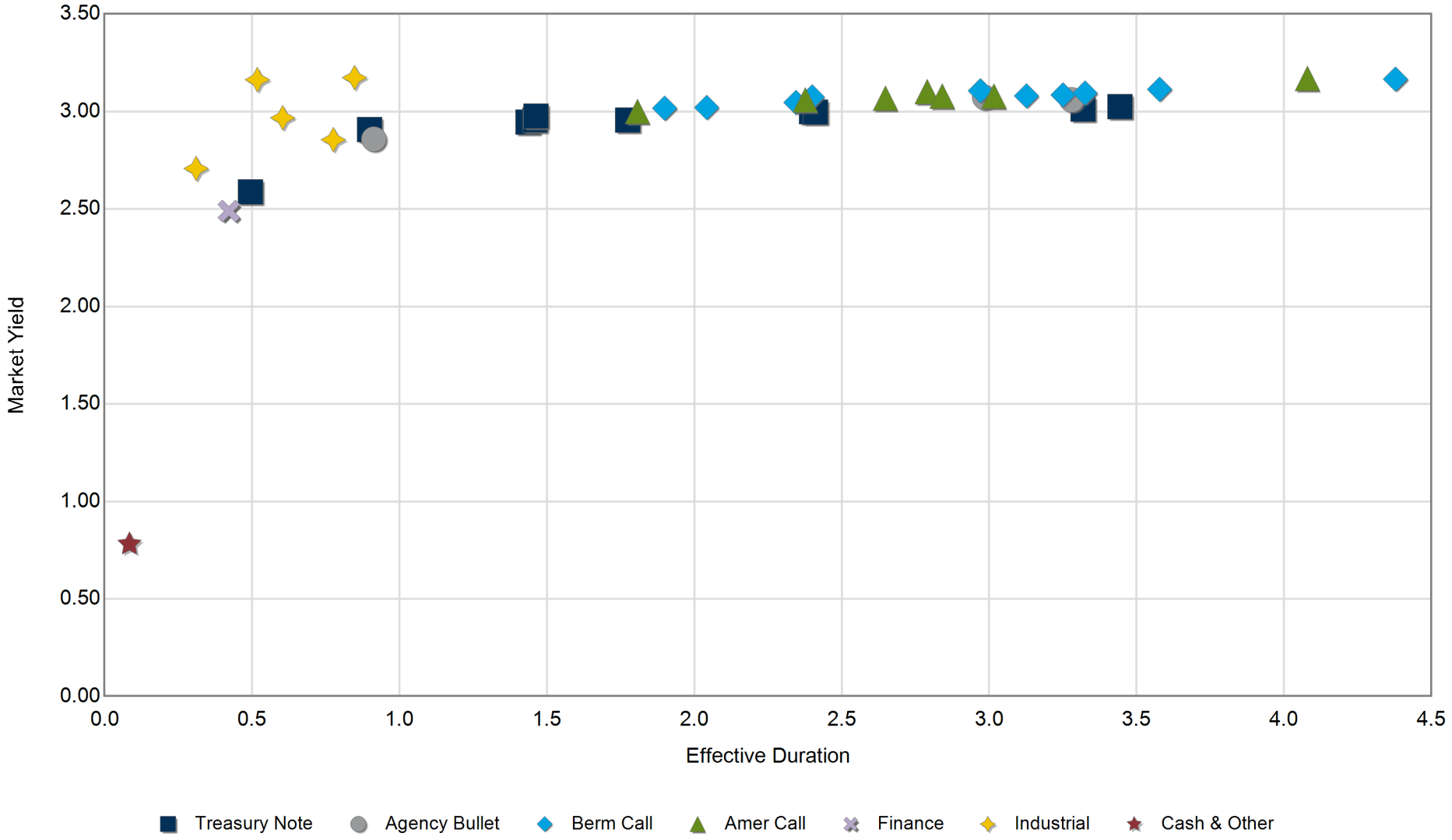


Book Yield / Duration



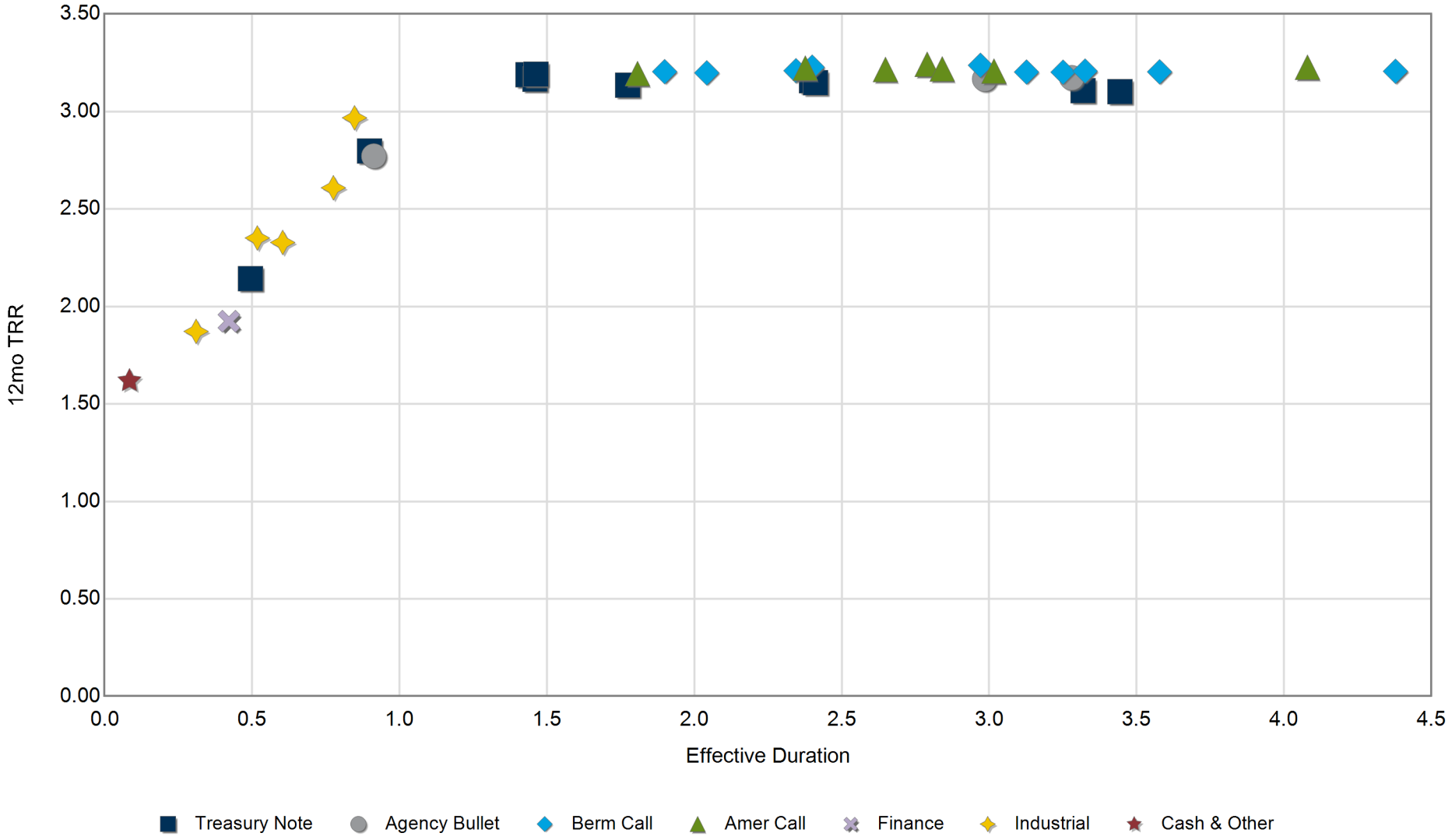
*Only securities >=$1mm shown

Market Yield / Duration



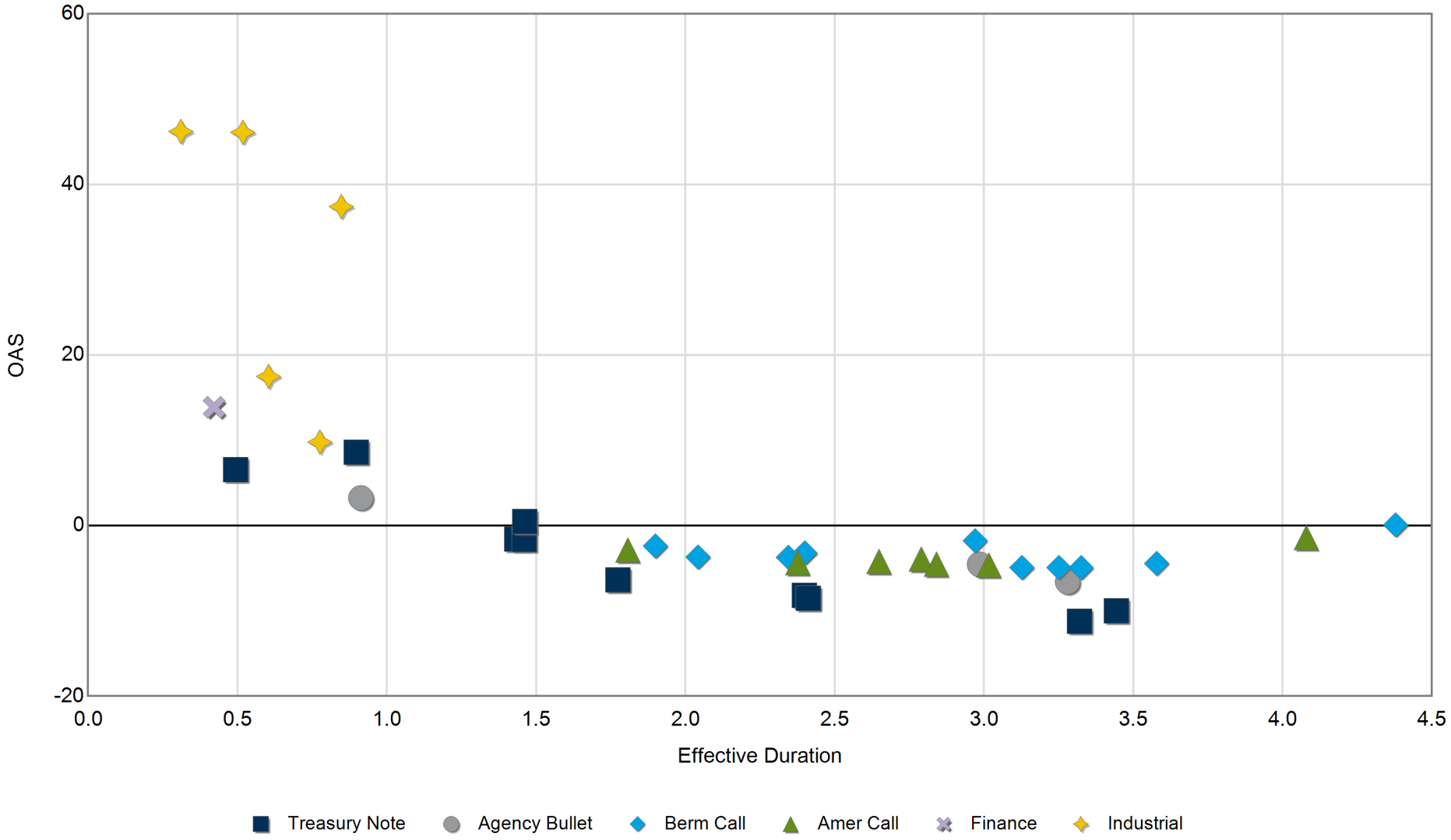
*Only securities >=$1mm shown

Total Return / Duration



*Only securities >=$1mm shown

OAS / Duration



*Only securities >=$1mm shown

Agency/Sovereign Option - Adjusted Analysis

Bond ID #	CUSIP	Security Description	Original Structure	Next Call Date	Proj. Redemp	Par Value	Book Price	Mkt Price	Est. G/L	Book			Market			TOAS	Eff Dur	Eff Conv
										YTP	YTM	YTC	YTP	YTM	YTC			
7	912828N30	T 2 1/8 12/31/22	7Yr Bullet		12/31/22	3,000	100.00	99.78	-7	2.14	2.14	2.14	2.59	2.59	2.59	6.6	0.49	0.00
16	9128284S6	T 2 3/4 05/31/23	5Yr Bullet		05/31/23	2,815	100.00	99.86	-4	2.75	2.75	2.75	2.91	2.91	2.91	8.6	0.90	0.01
17	3133EKPT7	FFCB 2 1/8 06/05/23	4Yr Bullet		06/05/23	5,000	100.00	99.33	-34	2.12	2.12	2.12	2.86	2.86	2.86	3.3	0.91	0.01
18	91282CBA8	T 0 1/8 12/15/23	3Yr Bullet		12/15/23	5,000	100.00	96.00	-200	0.12	0.12	0.12	2.95	2.95	2.95	-1.5	1.44	0.03
19	91282CBA8	T 0 1/8 12/15/23	3Yr Bullet		12/15/23	10,000	100.00	96.00	-400	0.12	0.12	0.12	2.95	2.95	2.95	-1.5	1.44	0.03
20	9128285U0	T 2 5/8 12/31/23	5Yr Bullet		12/31/23	5,000	100.00	99.53	-24	2.63	2.63	2.63	2.95	2.95	2.95	-1.6	1.46	0.03
21	912828V23	T 2 1/4 12/31/23	7Yr Bullet		12/31/23	4,000	100.00	98.95	-42	2.26	2.26	2.26	2.98	2.98	2.98	0.5	1.46	0.03
22	912828V23	T 2 1/4 12/31/23	7Yr Bullet		12/31/23	5,000	100.00	98.95	-53	2.26	2.26	2.26	2.98	2.98	2.98	0.5	1.46	0.03
23	9128286R6	T 2 1/4 04/30/24	5Yr Bullet		04/30/24	5,000	100.00	98.75	-63	2.25	2.25	2.25	2.96	2.96	2.96	-6.4	1.77	0.04
24	3133EL2X1	FFCB 0.42 05/06/24	3.75YrNC3mo Amer	07/14/22	05/06/24	2,000	100.00	95.39	-92	0.42	0.42	0.42	3.00	3.00	474.02	-2.8	1.81	0.01
25	3130AMQR6	FHLB 0.35 06/07/24	3YrNC1Yr Berm	09/07/22	06/07/24	3,000	100.00	95.02	-149	0.35	0.35	0.35	3.02	3.02	29.81	-2.4	1.90	0.02
26	3130AMHH8	FHLB 0.41 08/01/24	3.25YrNC3mo Berm	09/01/22	08/01/24	4,000	100.00	94.76	-210	0.41	0.41	0.41	3.02	3.02	34.89	-3.7	2.04	0.01
27	3134GWNG7	FHLMC 0 1/2 11/27/24	4.25YrNC1Yr Berm	08/27/22	11/27/24	2,000	100.00	94.13	-117	0.50	0.50	0.50	3.05	3.05	42.62	-3.7	2.34	0.02
28	3130AQDY6	FHLB 1 12/30/24	3YrNC6mo Amer	07/14/22	12/30/24	6,750	100.00	95.08	-332	1.00	1.00	1.00	3.06	3.06	535.57	-4.3	2.38	0.09
29	91282CDN8	T 1 12/15/24	3Yr Bullet		12/15/24	5,000	100.00	95.30	-235	1.00	1.00	1.00	3.00	3.00	3.00	-8.2	2.40	0.07
30	91282CDN8	T 1 12/15/24	3Yr Bullet		12/15/24	10,000	100.00	95.30	-470	1.00	1.00	1.00	3.00	3.00	3.00	-8.2	2.40	0.07
31	91282CDN8	T 1 12/15/24	3Yr Bullet		12/15/24	5,000	100.00	95.30	-235	1.00	1.00	1.00	3.00	3.00	3.00	-8.2	2.40	0.07
32	3130AQEA7	FHLB 1.05 01/14/25	3YrNC3mo Berm	10/14/22	01/14/25	7,000	100.00	95.09	-344	1.05	1.05	1.05	3.08	3.08	182.85	-3.2	2.40	-0.05
33	9128283P3	T 2 1/4 12/31/24	7Yr Bullet		12/31/24	3,000	100.00	98.22	-53	2.25	2.25	2.25	3.00	3.00	3.00	-8.5	2.41	0.07
34	3133EMUP5	FFCB 0.71 04/01/25	4YrNC1Yr Amer	07/14/22	04/01/25	5,000	100.00	93.82	-309	0.71	0.71	0.71	3.07	3.07	832.01	-4.2	2.65	0.01
35	3133ENHW3	FFCB 1.17 06/23/25	3.5YrNC3mo Amer	07/14/22	06/23/25	10,000	100.00	94.54	-546	1.17	1.17	1.17	3.10	3.10	652.02	-3.9	2.79	0.10
36	3133ELK37	FFCB 0.78 06/16/25	5YrNC1Yr Amer	07/14/22	06/16/25	5,000	100.00	93.54	-323	0.78	0.78	0.78	3.08	3.08	917.56	-4.5	2.84	-0.01
37	3136G4ZP1	FNMA 0.65 07/30/25	5YrNC1Yr Berm	07/30/22	07/30/25	3,500	100.00	92.83	-251	0.65	0.65	0.65	3.11	3.11	113.16	-1.8	2.97	0.11
38	3133EJYM5	FFCB 3.02 09/04/25	7Yr Bullet		09/04/25	2,000	100.00	99.84	-3	3.02	3.02	3.02	3.07	3.07	3.07	-4.5	2.98	0.11
39	3133EJYM5	FFCB 3.02 09/04/25	7Yr Bullet		09/04/25	1,000	100.00	99.84	-2	3.02	3.02	3.02	3.07	3.07	3.07	-4.5	2.98	0.11
40	3133EL3P7	FFCB 0.53 08/12/25	5YrNC2Yr Amer	08/12/22	08/12/25	1,810	100.00	92.48	-136	0.53	0.53	0.53	3.08	3.08	80.14	-4.6	3.02	0.06
41	3134GWUG9	FHLMC 0.57 09/24/25	5YrNC1Yr Berm	09/24/22	09/24/25	10,000	100.00	92.33	-767	0.57	0.57	0.57	3.08	3.08	37.91	-4.9	3.13	0.09
42	3134GXBM5	FHLMC 0.6 11/12/25	5YrNC1Yr Berm	08/12/22	11/12/25	1,150	100.00	92.11	-91	0.60	0.60	0.60	3.09	3.09	85.22	-4.9	3.25	0.09
43	3135G06G3	FNMA 0 1/2 11/07/25	5Yr Bullet		11/07/25	3,000	100.00	91.90	-243	0.50	0.50	0.50	3.06	3.06	3.06	-6.6	3.28	0.12
44	9128285T3	T 2 5/8 12/31/25	7Yr Bullet		12/31/25	5,000	100.00	98.72	-64	2.63	2.63	2.63	3.01	3.01	3.01	-11.2	3.32	0.13
45	9128285T3	T 2 5/8 12/31/25	7Yr Bullet		12/31/25	3,000	100.00	98.72	-38	2.63	2.63	2.63	3.01	3.01	3.01	-11.2	3.32	0.13
46	3130AMRQ7	FHLB 0 7/8 12/30/25	4.5YrNC3mo Berm	09/30/22	12/30/25	3,000	100.00	92.69	-219	0.87	0.87	0.88	3.09	3.09	33.81	-4.9	3.33	0.02
47	9128286F2	T 2 1/2 02/28/26	7Yr Bullet		02/28/26	3,000	100.00	98.19	-54	2.50	2.50	2.50	3.02	3.02	3.02	-10.0	3.44	0.14
48	3130AN5C0	FHLB 1.05 04/29/26	4.75YrNC3mo Berm	07/29/22	04/29/26	4,000	100.00	92.60	-296	1.05	1.05	1.05	3.11	3.11	123.72	-4.4	3.58	-0.14
49	3133ENJC5	FFCB 1.29 12/22/26	5YrNC2Yr Amer	12/22/23	12/22/26	5,000	100.00	92.21	-390	1.29	1.29	1.29	3.17	3.17	6.93	-1.4	4.08	-0.16
50	3130AL5A8	FHLB 0.9 02/26/27	6YrNC3mo Berm	08/26/22	02/26/27	5,000	100.00	90.26	-487	0.90	0.90	0.90	3.17	3.17	78.97	0.1	4.38	-0.02

Agency/Sovereign Option - Adjusted Analysis

Bond ID #	CUSIP	Security Description	Original Structure	Next Call Date	Proj. Redemp	Par Value	Book Price	Mkt Price	Est. G/L	Book YTP	Book YTM	Book YTC	Market YTP	Market YTM	Market YTC	TOAS	Eff Dur	Eff Conv
						163,025	100.00	95.53	-7,281	1.24	1.24	1.24	3.02	3.02	143.45	-3.8	2.43	0.04

Corporate Bond Option - Adjusted Analysis

Bond ID #	CUSIP	Security Description	Ticker	Cpn	Maturity Date	Opt Call	Cpn Type	Industry Sector	Mdy	S&P	Par Value	Book Price	Mkt Price	Book Yield	Market Yield	WAL	TOAS	Eff Dur	Eff Conv
5	594918BH6	MSFT 2.65 11/03/22	MSFT	2.65	11/03/22	Y	Fixed	Industrial	Aaa	AAA	1,000	100.00	99.99	2.65	2.71	0.18	46.2	0.31	-0.08
6	92826CAC6	V 2.8 12/14/22	V	2.80	12/14/22	Y	Fixed	Finance	Aa3	AA-	1,500	100.00	100.09	2.80	2.49	0.29	13.9	0.42	-0.07
8	037833DE7	AAPL 2.4 01/13/23	AAPL	2.40	01/13/23	Y	Fixed	Industrial	Aaa	AA+	1,000	100.00	99.66	2.40	3.16	0.45	46.1	0.52	-0.02
9	30231GAR3	XOM 2.726 03/01/23	XOM	2.73	03/01/23	Y	Fixed	Industrial	Aa2	AA-	1,000	100.00	99.88	2.73	2.97	0.50	17.5	0.60	-0.07
10	30231GBL5	XOM 1.571 04/15/23	XOM	1.57	04/15/23	N	Fixed	Industrial	Aa2	AA-	5,000	100.00	99.00	1.57	2.86	0.79	9.8	0.78	0.01
14	166764BV1	CVX 1.141 05/11/23	CVX	1.14	05/11/23	N	Fixed	Industrial	Aa2	AA-	2,075	100.00	98.28	1.14	3.17	0.86	37.4	0.85	0.01
				1.92							11,575	100.00	99.23	1.92	2.89	0.63	22.2	0.66	-0.02

CD Option - Adjusted Analysis

Bond ID #	CUSIP	Security Description	Ticker	Cpn	Maturity Date	Opt Call	Cpn Type	Industry Sector	Par Value	Book Price	Mkt Price	Book Yield	Market Yield	WAL	TOAS	Eff Dur	Eff Conv
11	61747MX30	MS 3.15 05/10/23	MS	3.15	05/10/23	N	Fixed	NCD	245	100.00	100.16	3.14	2.95	0.86	16.4	0.84	0.01
12	17312QL23	C 3.15 05/11/23	C	3.15	05/11/23	N	Fixed	NCD	245	100.00	100.16	3.14	2.96	0.86	16.4	0.84	0.01
13	87164WWF1	SYF 3.15 05/11/23	SYF	3.15	05/11/23	N	Fixed	NCD	245	100.00	100.16	3.14	2.96	0.86	16.4	0.84	0.01
15	20033AYE0	ADS 3.1 05/15/23	ADS	3.10	05/15/23	N	Fixed	NCD	245	100.00	100.08	3.12	3.02	0.88	22.5	0.85	0.01
				3.14					980	100.00	100.14	3.14	2.97	0.87	17.9	0.84	0.01

Book Yield Table - Instantaneous Rate Shock

Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Book Price	Projected Call Date - Instantaneous Rate Shock						Book Yield Table - Instantaneous Rate Shock					
						+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
1	PLMDLLAIF	LAIF		45,118	100.00	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	0.78	0.78	0.78	0.78	0.78	0.78
2	PLMDLCAMP	CAMP		249	100.00	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	0.30	0.30	0.30	0.30	0.30	0.30
3	PLMDLLAIF	LAIF		17,724	100.00	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	0.78	0.78	0.78	0.78	0.78	0.78
4	PLMDLLAIF	LAIF		37,234	100.00	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	0.78	0.78	0.78	0.78	0.78	0.78
5	594918BH6	MSFT 2.65 11/03/22	7YrNC6.8Yr Amer	1,000	100.00	11/3/22	9/3/22	9/3/22	9/3/22	9/3/22	9/3/22	2.64	2.65	2.65	2.65	2.65	2.65
6	92826CAC6	V 2.8 12/14/22	7YrNC6.8Yr Amer	1,500	100.00	12/14/22	10/14/22	10/14/22	10/14/22	10/14/22	10/14/22	2.80	2.80	2.80	2.80	2.80	2.80
7	912828N30	T 2 1/8 12/31/22	7Yr Bullet	3,000	100.00	12/31/22	12/31/22	12/31/22	12/31/22	12/31/22	12/31/22	2.14	2.14	2.14	2.14	2.14	2.14
8	037833DE7	AAPL 2.4 01/13/23	5.25YrNC5.1Yr Amer	1,000	100.00	1/13/23	12/13/22	12/13/22	12/13/22	12/13/22	12/13/22	2.40	2.40	2.40	2.40	2.40	2.40
9	30231GAR3	XOM 2.726 03/01/23	7YrNC6.8Yr Amer	1,000	100.00	2/1/23	1/1/23	1/1/23	1/1/23	1/1/23	1/1/23	2.72	2.73	2.73	2.73	2.73	2.73
10	30231GBL5	XOM 1.571 04/15/23	3YrNC1mo	5,000	100.00	4/15/23	4/15/23	4/15/23	4/15/23	4/15/23	4/15/23	1.57	1.57	1.57	1.57	1.57	1.57
11	61747MX30	MS 3.15 05/10/23	5Yr Bullet	245	100.00	5/10/23	5/10/23	5/10/23	5/10/23	5/10/23	5/10/23	3.14	3.14	3.14	3.14	3.14	3.14
12	17312QL23	C 3.15 05/11/23	5Yr Bullet	245	100.00	5/11/23	5/11/23	5/11/23	5/11/23	5/11/23	5/11/23	3.14	3.14	3.14	3.14	3.14	3.14
13	87164WWF1	SYF 3.15 05/11/23	5Yr Bullet	245	100.00	5/11/23	5/11/23	5/11/23	5/11/23	5/11/23	5/11/23	3.14	3.14	3.14	3.14	3.14	3.14
14	166764BV1	CVX 1.141 05/11/23	3YrNC1mo	2,075	100.00	5/11/23	5/11/23	5/11/23	5/11/23	5/11/23	5/11/23	1.14	1.14	1.14	1.14	1.14	1.14
15	20033AYE0	ADS 3.1 05/15/23	5Yr Bullet	245	100.00	5/15/23	5/15/23	5/15/23	5/15/23	5/15/23	5/15/23	3.12	3.12	3.12	3.12	3.12	3.12
16	9128284S6	T 2 3/4 05/31/23	5Yr Bullet	2,815	100.00	5/31/23	5/31/23	5/31/23	5/31/23	5/31/23	5/31/23	2.75	2.75	2.75	2.75	2.75	2.75
17	3133EKPT7	FFCB 2 1/8 06/05/23	4Yr Bullet	5,000	100.00	6/5/23	6/5/23	6/5/23	6/5/23	6/5/23	6/5/23	2.12	2.12	2.12	2.12	2.12	2.12
18	91282CBA8	T 0 1/8 12/15/23	3Yr Bullet	5,000	100.00	12/15/23	12/15/23	12/15/23	12/15/23	12/15/23	12/15/23	0.12	0.12	0.12	0.12	0.12	0.12
19	91282CBA8	T 0 1/8 12/15/23	3Yr Bullet	10,000	100.00	12/15/23	12/15/23	12/15/23	12/15/23	12/15/23	12/15/23	0.12	0.12	0.12	0.12	0.12	0.12
20	9128285U0	T 2 5/8 12/31/23	5Yr Bullet	5,000	100.00	12/31/23	12/31/23	12/31/23	12/31/23	12/31/23	12/31/23	2.63	2.63	2.63	2.63	2.63	2.63
21	912828V23	T 2 1/4 12/31/23	7Yr Bullet	4,000	100.00	12/31/23	12/31/23	12/31/23	12/31/23	12/31/23	12/31/23	2.26	2.26	2.26	2.26	2.26	2.26
22	912828V23	T 2 1/4 12/31/23	7Yr Bullet	5,000	100.00	12/31/23	12/31/23	12/31/23	12/31/23	12/31/23	12/31/23	2.26	2.26	2.26	2.26	2.26	2.26
23	9128286R6	T 2 1/4 04/30/24	5Yr Bullet	5,000	100.00	4/30/24	4/30/24	4/30/24	4/30/24	4/30/24	4/30/24	2.25	2.25	2.25	2.25	2.25	2.25
24	3133EL2X1	FFCB 0.42 05/06/24	3.75YrNC3mo Amer	2,000	100.00	5/6/24	5/6/24	5/6/24	5/6/24	5/6/24	5/6/24	0.42	0.42	0.42	0.42	0.42	0.42
25	3130AMQR6	FHLB 0.35 06/07/24	3YrNC1Yr Berm	3,000	100.00	6/7/24	6/7/24	6/7/24	6/7/24	6/7/24	6/7/24	0.35	0.35	0.35	0.35	0.35	0.35
26	3130AMHH8	FHLB 0.41 08/01/24	3.25YrNC3mo Berm	4,000	100.00	8/1/24	8/1/24	8/1/24	8/1/24	8/1/24	8/1/24	0.41	0.41	0.41	0.41	0.41	0.41
27	3134GWNG7	FHLMC 0 1/2 11/27/24	4.25YrNC1Yr Berm	2,000	100.00	11/27/24	11/27/24	11/27/24	11/27/24	11/27/24	11/27/24	0.50	0.50	0.50	0.50	0.50	0.50
28	3130AQDY6	FHLB 1 12/30/24	3YrNC6mo Amer	6,750	100.00	12/30/24	12/30/24	12/30/24	12/30/24	12/30/24	12/30/24	1.00	1.00	1.00	1.00	1.00	1.00
29	91282CDN8	T 1 12/15/24	3Yr Bullet	5,000	100.00	12/15/24	12/15/24	12/15/24	12/15/24	12/15/24	12/15/24	1.00	1.00	1.00	1.00	1.00	1.00
30	91282CDN8	T 1 12/15/24	3Yr Bullet	10,000	100.00	12/15/24	12/15/24	12/15/24	12/15/24	12/15/24	12/15/24	1.00	1.00	1.00	1.00	1.00	1.00
31	91282CDN8	T 1 12/15/24	3Yr Bullet	5,000	100.00	12/15/24	12/15/24	12/15/24	12/15/24	12/15/24	12/15/24	1.00	1.00	1.00	1.00	1.00	1.00
32	3130AQEA7	FHLB 1.05 01/14/25	3YrNC3mo Berm	7,000	100.00	1/14/25	1/14/25	1/14/25	1/14/25	1/14/25	1/14/25	1.05	1.05	1.05	1.05	1.05	1.05
33	9128283P3	T 2 1/4 12/31/24	7Yr Bullet	3,000	100.00	12/31/24	12/31/24	12/31/24	12/31/24	12/31/24	12/31/24	2.25	2.25	2.25	2.25	2.25	2.25

Book Yield Table - Instantaneous Rate Shock

Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Book Price	Projected Call Date - Instantaneous Rate Shock						Book Yield Table - Instantaneous Rate Shock					
						+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
34	3133EMUP5	FFCB 0.71 04/01/25	4YrNC1Yr Amer	5,000	100.00	4/1/25	4/1/25	4/1/25	4/1/25	4/1/25	4/1/25	0.71	0.71	0.71	0.71	0.71	0.71
35	3133ENHW3	FFCB 1.17 06/23/25	3.5YrNC3mo Amer	10,000	100.00	6/23/25	6/23/25	6/23/25	6/23/25	6/23/25	6/23/25	1.17	1.17	1.17	1.17	1.17	1.17
36	3133ELK37	FFCB 0.78 06/16/25	5YrNC1Yr Amer	5,000	100.00	6/16/25	6/16/25	6/16/25	6/16/25	6/16/25	6/16/25	0.78	0.78	0.78	0.78	0.78	0.78
37	3136G4ZP1	FNMA 0.65 07/30/25	5YrNC1Yr Berm	3,500	100.00	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	0.65	0.65	0.65	0.65	0.65	0.65
38	3133EJYM5	FFCB 3.02 09/04/25	7Yr Bullet	2,000	100.00	9/4/25	9/4/25	9/4/25	9/4/25	9/4/25	9/4/25	3.02	3.02	3.02	3.02	3.02	3.02
39	3133EJYM5	FFCB 3.02 09/04/25	7Yr Bullet	1,000	100.00	9/4/25	9/4/25	9/4/25	9/4/25	9/4/25	9/4/25	3.02	3.02	3.02	3.02	3.02	3.02
40	3133EL3P7	FFCB 0.53 08/12/25	5YrNC2Yr Amer	1,810	100.00	8/12/25	8/12/25	8/12/25	8/12/25	8/12/25	8/12/25	0.53	0.53	0.53	0.53	0.53	0.53
41	3134GWUG9	FHLMC 0.57 09/24/25	5YrNC1Yr Berm	10,000	100.00	9/24/25	9/24/25	9/24/25	9/24/25	9/24/25	9/24/25	0.57	0.57	0.57	0.57	0.57	0.57
42	3134GXBM5	FHLMC 0.6 11/12/25	5YrNC1Yr Berm	1,150	100.00	11/12/25	11/12/25	11/12/25	11/12/25	11/12/25	11/12/25	0.60	0.60	0.60	0.60	0.60	0.60
43	3135G06G3	FNMA 0 1/2 11/07/25	5Yr Bullet	3,000	100.00	11/7/25	11/7/25	11/7/25	11/7/25	11/7/25	11/7/25	0.50	0.50	0.50	0.50	0.50	0.50
44	9128285T3	T 2 5/8 12/31/25	7Yr Bullet	5,000	100.00	12/31/25	12/31/25	12/31/25	12/31/25	12/31/25	12/31/25	2.63	2.63	2.63	2.63	2.63	2.63
45	9128285T3	T 2 5/8 12/31/25	7Yr Bullet	3,000	100.00	12/31/25	12/31/25	12/31/25	12/31/25	12/31/25	12/31/25	2.63	2.63	2.63	2.63	2.63	2.63
46	3130AMRQ7	FHLB 0 7/8 12/30/25	4.5YrNC3mo Berm	3,000	100.00	12/30/25	12/30/25	12/30/25	12/30/25	12/30/25	12/30/25	0.87	0.87	0.87	0.87	0.87	0.87
47	9128286F2	T 2 1/2 02/28/26	7Yr Bullet	3,000	100.00	2/28/26	2/28/26	2/28/26	2/28/26	2/28/26	2/28/26	2.50	2.50	2.50	2.50	2.50	2.50
48	3130AN5C0	FHLB 1.05 04/29/26	4.75YrNC3mo Berm	4,000	100.00	4/29/26	4/29/26	4/29/26	4/29/26	4/29/26	4/29/26	1.05	1.05	1.05	1.05	1.05	1.05
49	3133ENJC5	FFCB 1.29 12/22/26	5YrNC2Yr Amer	5,000	100.00	12/22/26	12/22/26	12/22/26	12/22/26	12/22/26	12/22/26	1.29	1.29	1.29	1.29	1.29	1.29
50	3130AL5A8	FHLB 0.9 02/26/27	6YrNC3mo Berm	5,000	100.00	2/26/27	2/26/27	2/26/27	2/26/27	2/26/27	2/26/27	0.90	0.90	0.90	0.90	0.90	0.90
				275,907	100.00							1.11	1.12	1.12	1.11	1.11	1.11

Market Yield Table - Instantaneous Rate Shock

Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Mkt Price	Projected Call Date - Instantaneous Rate Shock						Market Yield Table - Instantaneous Rate Shock					
						+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
1	PLMDLLAIF	LAIF		45,118	100.00	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	0.78	0.78	0.78	0.78	0.78	0.78
2	PLMDLCAMP	CAMP		249	100.00	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	0.30	0.30	0.30	0.30	0.30	0.30
3	PLMDLLAIF	LAIF		17,724	100.00	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	0.78	0.78	0.78	0.78	0.78	0.78
4	PLMDLLAIF	LAIF		37,234	100.00	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	0.78	0.78	0.78	0.78	0.78	0.78
5	594918BH6	MSFT 2.65 11/03/22	7YrNC6.8Yr Amer	1,000	99.99	11/3/22	9/3/22	9/3/22	9/3/22	9/3/22	9/3/22	2.67	2.71	2.71	2.71	2.71	2.71
6	92826CAC6	V 2.8 12/14/22	7YrNC6.8Yr Amer	1,500	100.09	12/14/22	10/14/22	10/14/22	10/14/22	10/14/22	10/14/22	2.60	2.49	2.49	2.49	2.49	2.49
7	912828N30	T 2 1/8 12/31/22	7Yr Bullet	3,000	99.78	12/31/22	12/31/22	12/31/22	12/31/22	12/31/22	12/31/22	2.59	2.59	2.59	2.59	2.59	2.59
8	037833DE7	AAPL 2.4 01/13/23	5.25YrNC5.1Yr Amer	1,000	99.66	1/13/23	12/13/22	12/13/22	12/13/22	12/13/22	12/13/22	3.04	3.16	3.16	3.16	3.16	3.16
9	30231GAR3	XOM 2.726 03/01/23	7YrNC6.8Yr Amer	1,000	99.88	2/1/23	1/1/23	1/1/23	1/1/23	1/1/23	1/1/23	2.93	2.97	2.97	2.97	2.97	2.97
10	30231GBL5	XOM 1.571 04/15/23	3YrNC1mo	5,000	99.00	4/15/23	4/15/23	4/15/23	4/15/23	4/15/23	4/15/23	2.86	2.86	2.86	2.86	2.86	2.86
11	61747MX30	MS 3.15 05/10/23	5Yr Bullet	245	100.16	5/10/23	5/10/23	5/10/23	5/10/23	5/10/23	5/10/23	2.95	2.95	2.95	2.95	2.95	2.95
12	17312QL23	C 3.15 05/11/23	5Yr Bullet	245	100.16	5/11/23	5/11/23	5/11/23	5/11/23	5/11/23	5/11/23	2.96	2.96	2.96	2.96	2.96	2.96
13	87164WWF1	SYF 3.15 05/11/23	5Yr Bullet	245	100.16	5/11/23	5/11/23	5/11/23	5/11/23	5/11/23	5/11/23	2.96	2.96	2.96	2.96	2.96	2.96
14	166764BV1	CVX 1.141 05/11/23	3YrNC1mo	2,075	98.28	5/11/23	5/11/23	5/11/23	5/11/23	5/11/23	5/11/23	3.17	3.17	3.17	3.17	3.17	3.17
15	20033AYE0	ADS 3.1 05/15/23	5Yr Bullet	245	100.08	5/15/23	5/15/23	5/15/23	5/15/23	5/15/23	5/15/23	3.02	3.02	3.02	3.02	3.02	3.02
16	9128284S6	T 2 3/4 05/31/23	5Yr Bullet	2,815	99.86	5/31/23	5/31/23	5/31/23	5/31/23	5/31/23	5/31/23	2.91	2.91	2.91	2.91	2.91	2.91
17	3133EKPT7	FFCB 2 1/8 06/05/23	4Yr Bullet	5,000	99.33	6/5/23	6/5/23	6/5/23	6/5/23	6/5/23	6/5/23	2.86	2.86	2.86	2.86	2.86	2.86
18	91282CBA8	T 0 1/8 12/15/23	3Yr Bullet	5,000	96.00	12/15/23	12/15/23	12/15/23	12/15/23	12/15/23	12/15/23	2.95	2.95	2.95	2.95	2.95	2.95
19	91282CBA8	T 0 1/8 12/15/23	3Yr Bullet	10,000	96.00	12/15/23	12/15/23	12/15/23	12/15/23	12/15/23	12/15/23	2.95	2.95	2.95	2.95	2.95	2.95
20	9128285U0	T 2 5/8 12/31/23	5Yr Bullet	5,000	99.53	12/31/23	12/31/23	12/31/23	12/31/23	12/31/23	12/31/23	2.95	2.95	2.95	2.95	2.95	2.95
21	912828V23	T 2 1/4 12/31/23	7Yr Bullet	4,000	98.95	12/31/23	12/31/23	12/31/23	12/31/23	12/31/23	12/31/23	2.98	2.98	2.98	2.98	2.98	2.98
22	912828V23	T 2 1/4 12/31/23	7Yr Bullet	5,000	98.95	12/31/23	12/31/23	12/31/23	12/31/23	12/31/23	12/31/23	2.98	2.98	2.98	2.98	2.98	2.98
23	9128286R6	T 2 1/4 04/30/24	5Yr Bullet	5,000	98.75	4/30/24	4/30/24	4/30/24	4/30/24	4/30/24	4/30/24	2.96	2.96	2.96	2.96	2.96	2.96
24	3133EL2X1	FFCB 0.42 05/06/24	3.75YrNC3mo Amer	2,000	95.39	5/6/24	5/6/24	5/6/24	5/6/24	5/6/24	5/6/24	3.00	3.00	3.00	3.00	3.00	3.00
25	3130AMQR6	FHLB 0.35 06/07/24	3YrNC1Yr Berm	3,000	95.02	6/7/24	6/7/24	6/7/24	6/7/24	6/7/24	6/7/24	3.02	3.02	3.02	3.02	3.02	3.02
26	3130AMHH8	FHLB 0.41 08/01/24	3.25YrNC3mo Berm	4,000	94.76	8/1/24	8/1/24	8/1/24	8/1/24	8/1/24	8/1/24	3.02	3.02	3.02	3.02	3.02	3.02
27	3134GWNG7	FHLMC 0 1/2 11/27/24	4.25YrNC1Yr Berm	2,000	94.13	11/27/24	11/27/24	11/27/24	11/27/24	11/27/24	11/27/24	3.05	3.05	3.05	3.05	3.05	3.05
28	3130AQDY6	FHLB 1 12/30/24	3YrNC6mo Amer	6,750	95.08	12/30/24	12/30/24	12/30/24	12/30/24	12/30/24	12/30/24	3.06	3.06	3.06	3.06	3.06	3.06
29	91282CDN8	T 1 12/15/24	3Yr Bullet	5,000	95.30	12/15/24	12/15/24	12/15/24	12/15/24	12/15/24	12/15/24	3.00	3.00	3.00	3.00	3.00	3.00
30	91282CDN8	T 1 12/15/24	3Yr Bullet	10,000	95.30	12/15/24	12/15/24	12/15/24	12/15/24	12/15/24	12/15/24	3.00	3.00	3.00	3.00	3.00	3.00
31	91282CDN8	T 1 12/15/24	3Yr Bullet	5,000	95.30	12/15/24	12/15/24	12/15/24	12/15/24	12/15/24	12/15/24	3.00	3.00	3.00	3.00	3.00	3.00
32	3130AQEA7	FHLB 1.05 01/14/25	3YrNC3mo Berm	7,000	95.09	1/14/25	1/14/25	1/14/25	1/14/25	1/14/25	1/14/25	3.08	3.08	3.08	3.08	3.08	3.08
33	9128283P3	T 2 1/4 12/31/24	7Yr Bullet	3,000	98.22	12/31/24	12/31/24	12/31/24	12/31/24	12/31/24	12/31/24	3.00	3.00	3.00	3.00	3.00	3.00

Market Yield Table - Instantaneous Rate Shock

						Projected Call Date - Instantaneous Rate Shock						Market Yield Table - Instantaneous Rate Shock					
Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Mkt Price	+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
34	3133EMUP5	FFCB 0.71 04/01/25	4YrNC1Yr Amer	5,000	93.82	4/1/25	4/1/25	4/1/25	4/1/25	4/1/25	4/1/25	3.07	3.07	3.07	3.07	3.07	3.07
35	3133ENHW3	FFCB 1.17 06/23/25	3.5YrNC3mo Amer	10,000	94.54	6/23/25	6/23/25	6/23/25	6/23/25	6/23/25	6/23/25	3.10	3.10	3.10	3.10	3.10	3.10
36	3133ELK37	FFCB 0.78 06/16/25	5YrNC1Yr Amer	5,000	93.54	6/16/25	6/16/25	6/16/25	6/16/25	6/16/25	6/16/25	3.08	3.08	3.08	3.08	3.08	3.08
37	3136G4ZP1	FNMA 0.65 07/30/25	5YrNC1Yr Berm	3,500	92.83	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	3.11	3.11	3.11	3.11	3.11	3.11
38	3133EJYM5	FFCB 3.02 09/04/25	7Yr Bullet	2,000	99.84	9/4/25	9/4/25	9/4/25	9/4/25	9/4/25	9/4/25	3.07	3.07	3.07	3.07	3.07	3.07
39	3133EJYM5	FFCB 3.02 09/04/25	7Yr Bullet	1,000	99.84	9/4/25	9/4/25	9/4/25	9/4/25	9/4/25	9/4/25	3.07	3.07	3.07	3.07	3.07	3.07
40	3133EL3P7	FFCB 0.53 08/12/25	5YrNC2Yr Amer	1,810	92.48	8/12/25	8/12/25	8/12/25	8/12/25	8/12/25	8/12/25	3.08	3.08	3.08	3.08	3.08	3.08
41	3134GWUG9	FHLMC 0.57 09/24/25	5YrNC1Yr Berm	10,000	92.33	9/24/25	9/24/25	9/24/25	9/24/25	9/24/25	9/24/25	3.08	3.08	3.08	3.08	3.08	3.08
42	3134GXBM5	FHLMC 0.6 11/12/25	5YrNC1Yr Berm	1,150	92.11	11/12/25	11/12/25	11/12/25	11/12/25	11/12/25	11/12/25	3.09	3.09	3.09	3.09	3.09	3.09
43	3135G06G3	FNMA 0 1/2 11/07/25	5Yr Bullet	3,000	91.90	11/7/25	11/7/25	11/7/25	11/7/25	11/7/25	11/7/25	3.06	3.06	3.06	3.06	3.06	3.06
44	9128285T3	T 2 5/8 12/31/25	7Yr Bullet	5,000	98.72	12/31/25	12/31/25	12/31/25	12/31/25	12/31/25	12/31/25	3.01	3.01	3.01	3.01	3.01	3.01
45	9128285T3	T 2 5/8 12/31/25	7Yr Bullet	3,000	98.72	12/31/25	12/31/25	12/31/25	12/31/25	12/31/25	12/31/25	3.01	3.01	3.01	3.01	3.01	3.01
46	3130AMRQ7	FHLB 0 7/8 12/30/25	4.5YrNC3mo Berm	3,000	92.69	12/30/25	12/30/25	12/30/25	12/30/25	12/30/25	12/30/25	3.09	3.09	3.09	3.09	3.09	3.09
47	9128286F2	T 2 1/2 02/28/26	7Yr Bullet	3,000	98.19	2/28/26	2/28/26	2/28/26	2/28/26	2/28/26	2/28/26	3.02	3.02	3.02	3.02	3.02	3.02
48	3130AN5C0	FHLB 1.05 04/29/26	4.75YrNC3mo Berm	4,000	92.60	4/29/26	4/29/26	4/29/26	4/29/26	4/29/26	4/29/26	3.11	3.11	3.11	3.11	3.11	3.11
49	3133ENJC5	FFCB 1.29 12/22/26	5YrNC2Yr Amer	5,000	92.21	12/22/26	12/22/26	12/22/26	12/22/26	12/22/26	12/22/26	3.17	3.17	3.17	3.17	3.17	3.17
50	3130AL5A8	FHLB 0.9 02/26/27	6YrNC3mo Berm	5,000	90.26	2/26/27	2/26/27	2/26/27	2/26/27	2/26/27	2/26/27	3.17	3.17	3.17	3.17	3.17	3.17
				275,907	97.33							2.17	2.18	2.18	2.18	2.18	2.18

Percentage Price Change / 12 Month Total Return

Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Mkt Price	Price Change - Instantaneous Rate Shock						Projected TRR - 12mo. Horizon					
						+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
1	PLMDLLAIF	LAIF		45,118	100.00	-0.08	-0.04	-0.02	0.00	0.02	0.04	2.08	1.85	1.74	1.62	1.50	1.39
2	PLMDLCAMP	CAMP		249	100.00	-0.08	-0.04	-0.02	0.00	0.02	0.04	2.04	1.81	1.70	1.58	1.46	1.35
3	PLMDLLAIF	LAIF		17,724	100.00	-0.08	-0.04	-0.02	0.00	0.02	0.04	2.08	1.85	1.74	1.62	1.50	1.39
4	PLMDLLAIF	LAIF		37,234	100.00	-0.08	-0.04	-0.02	0.00	0.02	0.04	2.08	1.85	1.74	1.62	1.50	1.39
5	594918BH6	MSFT 2.65 11/03/22	7YrNC6.8Yr Amer	1,000	99.99	-0.33	0.00	0.00	0.00	0.00	0.00	2.45	1.87	1.87	1.87	1.87	1.87
6	92826CAC6	V 2.8 12/14/22	7YrNC6.8Yr Amer	1,500	100.09	-0.44	0.00	0.00	0.00	0.00	0.00	2.47	1.92	1.92	1.92	1.92	1.92
7	912828N30	T 2 1/8 12/31/22	7Yr Bullet	3,000	99.78	-0.49	0.00	0.00	0.00	0.00	0.00	2.50	2.14	2.14	2.14	2.14	2.14
8	037833DE7	AAPL 2.4 01/13/23	5.25YrNC5.1Yr Amer	1,000	99.66	-0.52	0.00	0.00	0.00	0.00	0.00	2.74	2.35	2.35	2.35	2.35	2.35
9	30231GAR3	XOM 2.726 03/01/23	7YrNC6.8Yr Amer	1,000	99.88	-0.62	0.00	0.00	0.00	0.00	0.00	2.73	2.33	2.33	2.33	2.33	2.33
10	30231GBL5	XOM 1.571 04/15/23	3YrNC1mo	5,000	99.00	-0.77	0.00	0.00	0.00	0.00	0.00	2.78	2.61	2.61	2.61	2.61	2.61
11	61747MX30	MS 3.15 05/10/23	5Yr Bullet	245	100.16	-0.84	-0.42	-0.21	0.00	0.21	0.42	2.90	2.83	2.80	2.77	2.74	2.71
12	17312QL23	C 3.15 05/11/23	5Yr Bullet	245	100.16	-0.84	-0.42	-0.21	0.00	0.21	0.43	2.90	2.84	2.80	2.77	2.74	2.71
13	87164WWF1	SYF 3.15 05/11/23	5Yr Bullet	245	100.16	-0.84	-0.42	-0.21	0.00	0.21	0.43	2.90	2.84	2.80	2.77	2.74	2.71
14	166764BV1	CVX 1.141 05/11/23	3YrNC1mo	2,075	98.28	-0.84	0.00	0.00	0.00	0.00	0.00	3.09	2.97	2.97	2.97	2.97	2.97
15	20033AYE0	ADS 3.1 05/15/23	5Yr Bullet	245	100.08	-0.85	-0.43	-0.21	0.00	0.21	0.43	2.96	2.90	2.87	2.84	2.81	2.78
16	9128284S6	T 2 3/4 05/31/23	5Yr Bullet	2,815	99.86	-0.89	0.00	0.00	0.00	0.00	0.00	2.88	2.80	2.80	2.80	2.80	2.80
17	3133EKPT7	FFCB 2 1/8 06/05/23	4Yr Bullet	5,000	99.33	-0.91	0.00	0.00	0.00	0.00	0.00	2.84	2.77	2.77	2.77	2.77	2.77
18	91282CBA8	T 0 1/8 12/15/23	3Yr Bullet	5,000	96.00	-1.42	0.00	0.00	0.00	0.00	0.00	2.73	3.19	3.19	3.19	3.19	3.19
19	91282CBA8	T 0 1/8 12/15/23	3Yr Bullet	10,000	96.00	-1.42	0.00	0.00	0.00	0.00	0.00	2.73	3.19	3.19	3.19	3.19	3.19
20	9128285U0	T 2 5/8 12/31/23	5Yr Bullet	5,000	99.53	-1.45	0.00	0.00	0.00	0.00	0.00	2.68	3.17	3.17	3.17	3.17	3.17
21	912828V23	T 2 1/4 12/31/23	7Yr Bullet	4,000	98.95	-1.45	0.00	0.00	0.00	0.00	0.00	2.71	3.19	3.19	3.19	3.19	3.19
22	912828V23	T 2 1/4 12/31/23	7Yr Bullet	5,000	98.95	-1.45	0.00	0.00	0.00	0.00	0.00	2.71	3.19	3.19	3.19	3.19	3.19
23	9128286R6	T 2 1/4 04/30/24	5Yr Bullet	5,000	98.75	-1.76	0.00	0.00	0.00	0.00	0.00	2.33	3.14	3.14	3.14	3.14	3.14
24	3133EL2X1	FFCB 0.42 05/06/24	3.75YrNC3mo Amer	2,000	95.39	-1.79	0.00	0.00	0.00	0.00	0.00	2.35	3.19	3.19	3.19	3.19	3.19
25	3130AMQR6	FHLB 0.35 06/07/24	3YrNC1Yr Berm	3,000	95.02	-1.88	0.00	0.00	0.00	0.00	0.00	2.27	3.20	3.20	3.20	3.20	3.20
26	3130AMHH8	FHLB 0.41 08/01/24	3.25YrNC3mo Berm	4,000	94.76	-2.02	0.00	0.00	0.00	0.00	0.00	2.12	3.20	3.20	3.20	3.20	3.20
27	3134GWNG7	FHLMC 0 1/2 11/27/24	4.25YrNC1Yr Berm	2,000	94.13	-2.32	0.00	0.00	0.00	0.00	0.00	1.82	3.21	3.21	3.21	3.21	3.21
28	3130AQDY6	FHLB 1 12/30/24	3YrNC6mo Amer	6,750	95.08	-2.36	0.00	0.00	0.00	0.00	0.00	1.78	3.22	3.22	3.22	3.22	3.22
29	91282CDN8	T 1 12/15/24	3Yr Bullet	5,000	95.30	-2.36	0.00	0.00	0.00	0.00	0.00	1.73	3.16	3.16	3.16	3.16	3.16
30	91282CDN8	T 1 12/15/24	3Yr Bullet	10,000	95.30	-2.36	0.00	0.00	0.00	0.00	0.00	1.73	3.16	3.16	3.16	3.16	3.16
31	91282CDN8	T 1 12/15/24	3Yr Bullet	5,000	95.30	-2.36	0.00	0.00	0.00	0.00	0.00	1.73	3.16	3.16	3.16	3.16	3.16
32	3130AQEA7	FHLB 1.05 01/14/25	3YrNC3mo Berm	7,000	95.09	-2.40	0.00	0.00	0.00	0.00	0.00	1.75	3.23	3.23	3.23	3.23	3.23
33	9128283P3	T 2 1/4 12/31/24	7Yr Bullet	3,000	98.22	-2.38	0.00	0.00	0.00	0.00	0.00	1.71	3.15	3.15	3.15	3.15	3.15
34	3133EMUP5	FFCB 0.71 04/01/25	4YrNC1Yr Amer	5,000	93.82	-2.63	0.00	0.00	0.00	0.00	0.00	1.51	3.22	3.22	3.22	3.22	3.22
35	3133ENHW3	FFCB 1.17 06/23/25	3.5YrNC3mo Amer	10,000	94.54	-2.78	0.00	0.00	0.00	0.00	0.00	1.35	3.24	3.24	3.24	3.24	3.24
36	3133ELK37	FFCB 0.78 06/16/25	5YrNC1Yr Amer	5,000	93.54	-2.82	0.00	0.00	0.00	0.00	0.00	1.31	3.22	3.22	3.22	3.22	3.22

Percentage Price Change / 12 Month Total Return

						Price Change - Instantaneous Rate Shock						Projected TRR - 12mo. Horizon					
Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Mkt Price	+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
37	3136G4ZP1	FNMA 0.65 07/30/25	5YrNC1Yr Berm	3,500	92.83	-2.94	0.00	0.00	0.00	0.00	0.00	1.21	3.24	3.24	3.24	3.24	3.24
38	3133EJYM5	FFCB 3.02 09/04/25	7Yr Bullet	2,000	99.84	-2.96	0.00	0.00	0.00	0.00	0.00	1.15	3.17	3.17	3.17	3.17	3.17
39	3133EJYM5	FFCB 3.02 09/04/25	7Yr Bullet	1,000	99.84	-2.96	0.00	0.00	0.00	0.00	0.00	1.15	3.17	3.17	3.17	3.17	3.17
40	3133EL3P7	FFCB 0.53 08/12/25	5YrNC2Yr Amer	1,810	92.48	-2.98	0.00	0.00	0.00	0.00	0.00	1.14	3.21	3.21	3.21	3.21	3.21
41	3134GWUG9	FHLMC 0.57 09/24/25	5YrNC1Yr Berm	10,000	92.33	-3.09	0.00	0.00	0.00	0.00	0.00	1.02	3.20	3.20	3.20	3.20	3.20
42	3134GXBM5	FHLMC 0.6 11/12/25	5YrNC1Yr Berm	1,150	92.11	-3.21	0.00	0.00	0.00	0.00	0.00	0.89	3.20	3.20	3.20	3.20	3.20
43	3135G06G3	FNMA 0 1/2 11/07/25	5Yr Bullet	3,000	91.90	-3.22	0.00	0.00	0.00	0.00	0.00	0.86	3.17	3.17	3.17	3.17	3.17
44	9128285T3	T 2 5/8 12/31/25	7Yr Bullet	5,000	98.72	-3.26	0.00	0.00	0.00	0.00	0.00	0.76	3.11	3.11	3.11	3.11	3.11
45	9128285T3	T 2 5/8 12/31/25	7Yr Bullet	3,000	98.72	-3.26	0.00	0.00	0.00	0.00	0.00	0.76	3.11	3.11	3.11	3.11	3.11
46	3130AMRQ7	FHLB 0 7/8 12/30/25	4.5YrNC3mo Berm	3,000	92.69	-3.29	0.00	0.00	0.00	0.00	0.00	0.80	3.21	3.21	3.21	3.21	3.21
47	9128286F2	T 2 1/2 02/28/26	7Yr Bullet	3,000	98.19	-3.40	0.00	0.00	0.00	0.00	0.00	0.62	3.10	3.10	3.10	3.10	3.10
48	3130AN5C0	FHLB 1.05 04/29/26	4.75YrNC3mo Berm	4,000	92.60	-3.56	0.00	0.00	0.00	0.00	0.00	0.51	3.20	3.20	3.20	3.20	3.20
49	3133ENJC5	FFCB 1.29 12/22/26	5YrNC2Yr Amer	5,000	92.21	-4.07	0.00	0.00	0.00	0.00	0.00	0.00	3.23	3.23	3.23	3.23	3.23
50	3130AL5A8	FHLB 0.9 02/26/27	6YrNC3mo Berm	5,000	90.26	-4.33	0.00	0.00	0.00	0.00	0.00	-0.27	3.21	3.21	3.21	3.21	3.21
				275,907	97.33	-1.46	-0.02	-0.01	0.00	0.01	0.02	1.88	2.63	2.59	2.55	2.50	2.46

Redemption at Next Call Date - Instantaneous Rate Shock

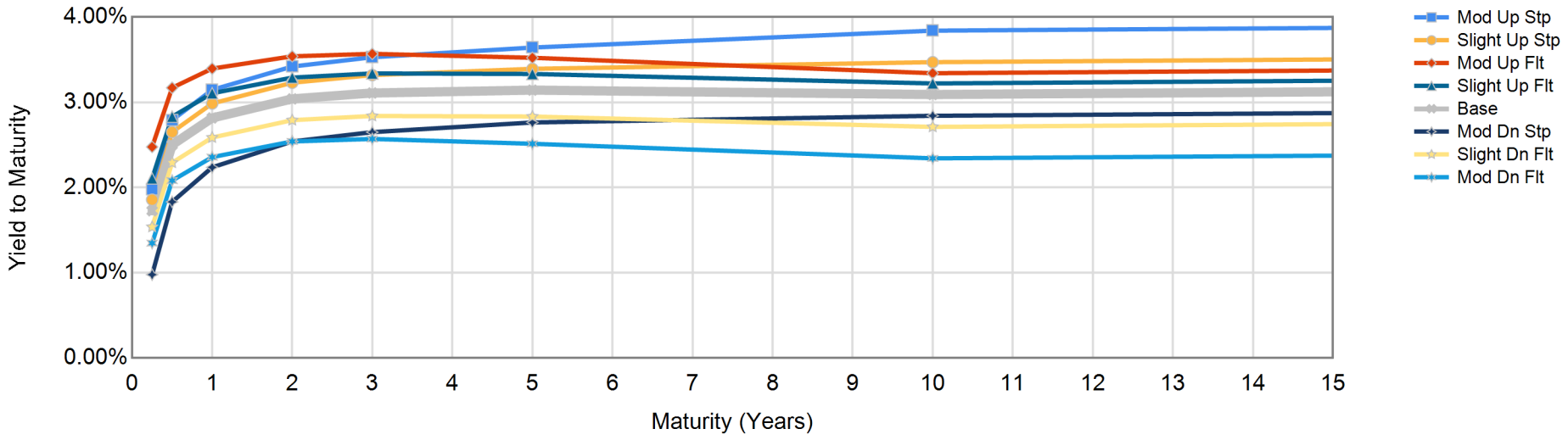
						Probability of Redemption at NEXT Call Date						BPs CURRENTLY Away From Par					
Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Next Call Date	+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
5	594918BH6	MSFT 2.65 11/03/22	7YrNC6.8Yr Amer	1,000	09/03/22	0%	25%	25%	25%	25%	25%	105	3	3	3	3	3
6	92826CAC6	V 2.8 12/14/22	7YrNC6.8Yr Amer	1,500	10/14/22	0%	6%	6%	6%	6%	6%	79	-21	-21	-21	-21	-21
8	037833DE7	AAPL 2.4 01/13/23	5.25YrNC5.1Yr Amer	1,000	12/13/22	0%	12%	12%	12%	12%	12%	166	66	66	66	66	66
9	30231GAR3	XOM 2.726 03/01/23	7YrNC6.8Yr Amer	1,000	01/01/23	4%	14%	14%	14%	14%	14%	120	20	20	20	20	20
24	3133EL2X1	FFCB 0.42 05/06/24	3.75YrNC3mo Amer	2,000	07/14/22	0%	0%	0%	0%	0%	0%	418	317	317	317	317	317
25	3130AMQR6	FHLB 0.35 06/07/24	3YrNC1Yr Berm	3,000	09/07/22	0%	0%	0%	0%	0%	0%	421	321	321	321	321	321
26	3130AMHH8	FHLB 0.41 08/01/24	3.25YrNC3mo Berm	4,000	09/01/22	0%	0%	0%	0%	0%	0%	420	320	320	320	320	320
27	3134GWNG7	FHLMC 0 1/2 11/27/24	4.25YrNC1Yr Berm	2,000	08/27/22	0%	0%	0%	0%	0%	0%	414	314	314	314	314	314
28	3130AQDY6	FHLB 1 12/30/24	3YrNC6mo Amer	6,750	07/14/22	0%	0%	0%	0%	0%	0%	378	278	278	278	278	278
32	3130AQEA7	FHLB 1.05 01/14/25	3YrNC3mo Berm	7,000	10/14/22	0%	0%	0%	0%	0%	0%	363	262	262	262	262	262
34	3133EMUP5	FFCB 0.71 04/01/25	4YrNC1Yr Amer	5,000	07/14/22	0%	0%	0%	0%	0%	0%	414	314	314	314	314	314
35	3133ENHW3	FFCB 1.17 06/23/25	3.5YrNC3mo Amer	10,000	07/14/22	0%	0%	0%	0%	0%	0%	365	265	265	265	265	265
36	3133ELK37	FFCB 0.78 06/16/25	5YrNC1Yr Amer	5,000	07/14/22	0%	0%	0%	0%	0%	0%	405	305	305	305	305	305
37	3136G4ZP1	FNMA 0.65 07/30/25	5YrNC1Yr Berm	3,500	07/30/22	0%	0%	0%	0%	0%	0%	422	322	322	322	322	322
40	3133EL3P7	FFCB 0.53 08/12/25	5YrNC2Yr Amer	1,810	08/12/22	0%	0%	0%	0%	0%	0%	435	334	334	334	334	334
41	3134GWUG9	FHLMC 0.57 09/24/25	5YrNC1Yr Berm	10,000	09/24/22	0%	0%	0%	0%	0%	0%	422	322	322	322	322	322
42	3134GXBM5	FHLMC 0.6 11/12/25	5YrNC1Yr Berm	1,150	08/12/22	0%	0%	0%	0%	0%	0%	426	326	326	326	326	326
46	3130AMRQ7	FHLB 0 7/8 12/30/25	4.5YrNC3mo Berm	3,000	09/30/22	0%	0%	0%	0%	0%	0%	399	299	299	299	299	299
48	3130AN5C0	FHLB 1.05 04/29/26	4.75YrNC3mo Berm	4,000	07/29/22	0%	0%	0%	0%	0%	0%	382	282	282	282	282	282
49	3133ENJC5	FFCB 1.29 12/22/26	5YrNC2Yr Amer	5,000	12/22/23	0%	1%	1%	1%	1%	1%	339	239	239	239	239	239
50	3130AL5A8	FHLB 0.9 02/26/27	6YrNC3mo Berm	5,000	08/26/22	0%	0%	0%	0%	0%	0%	415	315	315	315	315	315
				82,710													

Shocked Assumptions

Scenarios

		Mod Up Stp	Slight Up Stp	Mod Up Flt	Slight Up Flt	+100	+50	+25	Base	-25	-50	Mod Dn Stp	Slight Dn Flt	Mod Dn Flt
Shift Amount	3mo	25	13	75	38	100	50	25	0	-25	-50	-75	-19	-38
	6mo	29	15	67	33	100	50	25	0	-25	-50	-67	-21	-42
	12mo	33	17	58	29	100	50	25	0	-25	-50	-58	-23	-46
	2yr	38	19	50	25	100	50	25	0	-25	-50	-50	-25	-50
	3yr	42	21	46	23	100	50	25	0	-25	-50	-46	-27	-54
	5yr	50	25	38	19	100	50	25	0	-25	-50	-38	-31	-63
	10yr	75	38	25	13	100	50	25	0	-25	-50	-25	-38	-75
	30yr	75	38	25	13	100	50	25	0	-25	-50	-25	-38	-75
Shock Horizon		0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months
Total Return Horizon		12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months
Shift Timing to Horizon		Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped
Curve Type		Static	Static	Static	Static	Static	Static	Static	Static	Static	Static	Static	Static	Static

US Treasury Curve | Scenarios



Assumptions

Calculation Engine	The Yield Book © and ZM Financial
Prepayment Model	The Yield Book ©
Data Sources	The Yield Book ©, Reuters, Intex, KDS and Stifel
Curve Date	Same as Portfolio As Of Date
Curve Type Used	Swap Curve
Market Prices	Market prices are indications only, provided by Reuters unless otherwise specified
Horizon Price Methodology	Constant OAS where possible; constant nominal spread change as a secondary method
Horizon Period	0 month horizon for immediate rate shock scenarios; 12 month horizon for total return scenarios
Reinvestment Rate	3 Month LIBOR
Cost of Funds	0.00%
Tax Rate	00.0%
Subtotal Weightings	Overall totals and subtotals are weighted by market value

Additional Information

Adjustable Rate Securities - YTM for ARMs and floaters assumes the coupon resets based on index levels implied by the static curve.

Projected Call Methodology - The method used to determine the call assumes a small internal margin to account for the "cost to call."

Municipals - For taxable institutions, the above tax rate detailed - along with TEFRA adjustments for BQs - is used to calculate TEY unless otherwise noted.

Original Face - If original face was not supplied, original face was estimated by dividing current face by current factor.

Dollar Amounts - Unless otherwise specified, dollar amounts are displayed in thousands (000s).

Disclaimer

The information contained herein has been prepared from sources believed reliable but is not guaranteed by Stifel and is not a complete summary or statement of all available data, nor is it to be construed as an offer to buy or sell any securities referred to herein. Opinions expressed are subject to change without notice and do not take into account the particular investment objectives, financial situation, or needs of investors. Employees of Stifel or its affiliates may, at times, release written or oral commentary, technical analysis, or trading strategies that differ from the opinions expressed within. No investments or services mentioned are available to "private customers" in the European Economic Area or to anyone in Canada other than a "Designated Institution." Stifel and/or its employees involved in the preparation or the issuance of this communication may have positions in the securities or options of the issuer/s discussed or recommended herein. Securities identified herein are subject to availability and changes in price.

Stifel is a multi-disciplined financial services firm that regularly seeks investment banking assignments and compensation from issuers for services including, but not limited to, acting as an underwriter in an offering or financial advisor in a merger or acquisition, or serving as a placement agent in private transactions. Moreover, Stifel and its affiliates and their respective shareholders, directors, officers, and/or employees, may from time to time have long or short positions in such securities or in options or other derivative instruments based thereon.

Readers of this report should assume that Stifel or one of its affiliates is seeking or will seek investment banking and/or other business relationships with the issuer or issuers, or borrower or borrowers, mentioned in this report. Stifel's Fixed Income Capital Markets research and strategy analysts ("FICM Analysts") are not compensated directly or indirectly based on specific investment banking services transactions with the borrower or borrowers mentioned in this report or on FICM Analyst specific recommendations or views (whether or not contained in this or any other Stifel report), nor are FICM Analysts supervised by Stifel investment banking personnel; FICM Analysts receive compensation, however, based on the profitability of both Stifel (which includes investment banking) and Stifel's Fixed Income Capital Markets. The views, if any, expressed by FICM Analysts herein accurately reflect their personal professional views about subject securities and borrowers. For additional information on investment risks (including, but not limited to, market risks, credit ratings, and specific securities provisions), contact your Stifel financial advisor or salesperson.

High yield fixed income securities, or fixed income securities that don't have credit ratings from nationally recognized statistical rating organizations, may be subject to greater fluctuations in price and greater risk of loss of income and principal, due to greater potential default risk by the associated borrowers than fixed income securities that have investment grade credit ratings from the nationally recognized statistical rating organizations.

All Moody's Ratings data, furnished by Stifel pursuant to this subscription agreement are proprietary to Stifel (or Stifel's licensors) and are so furnished at subscriber's request and for subscriber's exclusive use. No Moody's Ratings data so furnished may be copied or otherwise reproduced, repackaged, further transmitted, transferred, disseminated, distributed, redistributed, sold, resold, leased, rented, licensed, sublicensed, altered, modified, adapted, or stored for subsequent use for any such purpose, in whole or in part, in any form or manner or by any means whatsoever, by subscriber or any other person or entity, without Stifel's prior written consent (or that of Stifel's licensors', as applicable).

The accuracy of the financial projections is dependent on the occurrence of future events which cannot be assured; therefore, the actual results may vary from the projections and future results are not guaranteed.

For additional information on investment risks (including but not limited to, market/credit risks, credit ratings, and specific securities provisions), contact your Stifel Fixed Income representative.

© 2022 Stifel, Nicolaus & Company, Incorporated | Member NYSE, FINRA, SIPC One South Street, Baltimore, MD 21202. All rights reserved.

PORTFOLIO REVIEW AND ANALYSIS

City of Palmdale - Successor Agency

Palmdale, CA

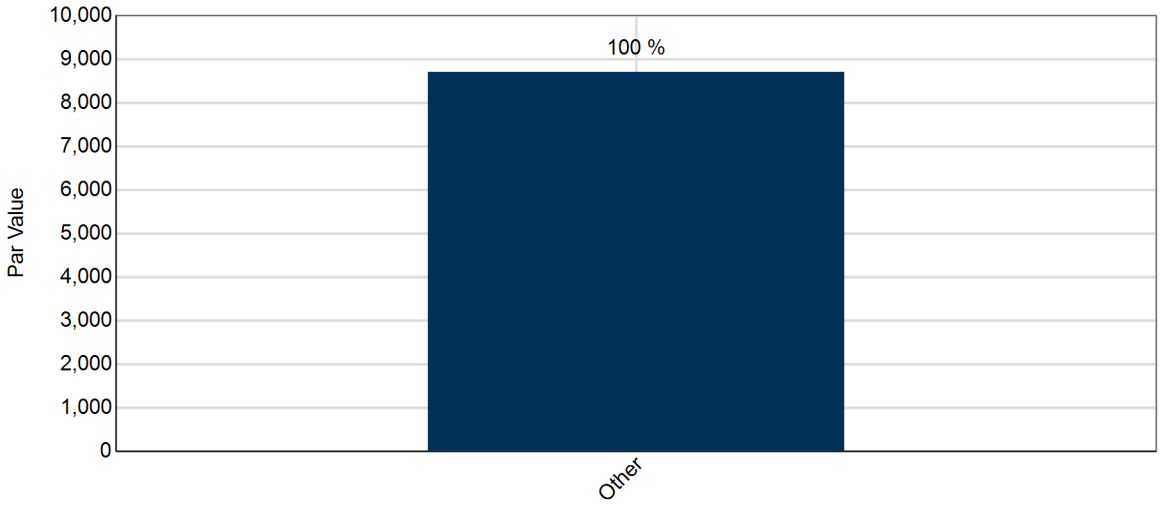
As of Date: 06/30/2022 | Pricing as of: 06/30/2022 | Date of Analysis: 07/06/2022



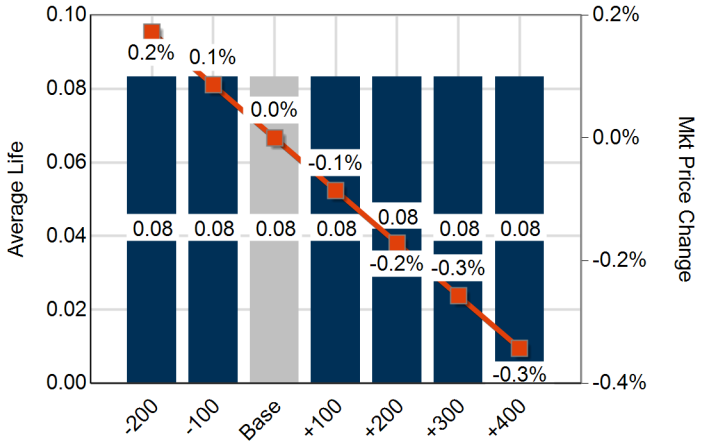
Portfolio Overview

Book Value	8,701
# Securities	1
Average Size (Book)	8,701
Book Yield	0.78
Market Yield	0.78
$ Gain/Loss	0
% Gain/Loss	0.0%
Average Life	0.08
Average Life +300bps	0.08
% Price Change +100bps	-0.09
% Price Change +300bps	-0.26
Effective Duration	0.09
Effective Convexity	0.00
AFS / HTM%	100% / 0%
Fixed / Floating	100% / 0%
ESG/Green Par (000's)	$0 / $0

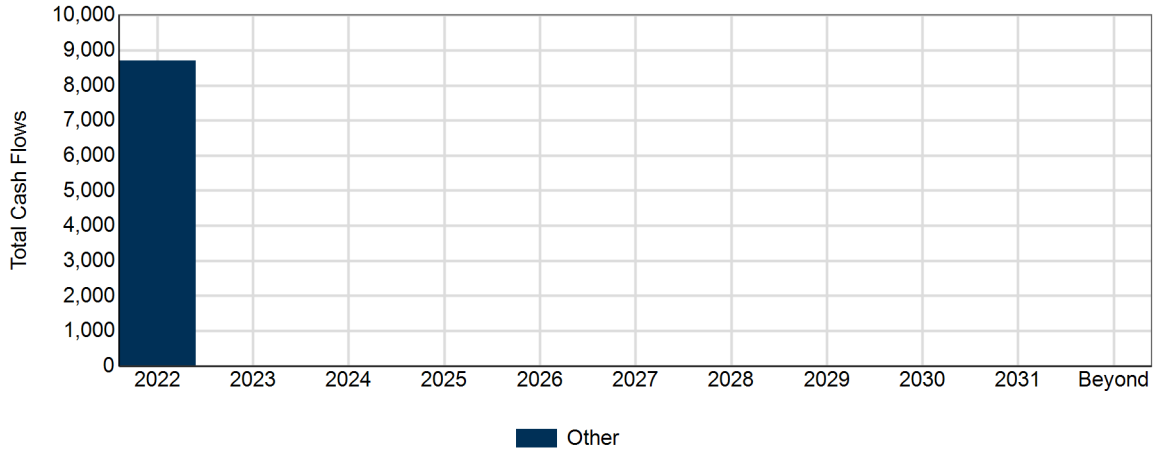
Sector Allocation



Average Life vs Price Sensitivity



Annual Projected Cash Flows By Sector



Historical Portfolio Overview

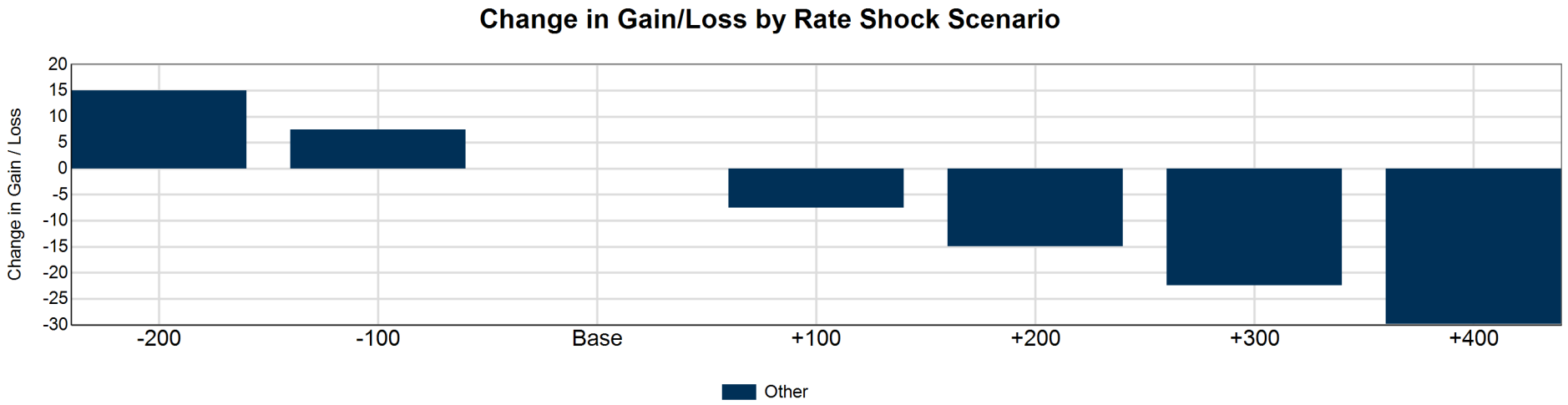
	06/30/2022	05/31/2022	03/31/2022	12/31/2021
Book Value	8,701	3,701	3,698	3,695
Book Yield	0.78	0.78	0.78	0.78
Book Yield (+100)	0.78	0.78	0.78	0.78
Book Yield (+300)	0.78	0.78	0.78	0.78
Book Yield (-100)	0.78	0.78	0.78	0.78
WAL	0.08	0.08	0.08	0.08
WAL (+100)	0.08	0.08	0.08	0.08
WAL (+300)	0.08	0.08	0.08	0.08
WAL (-100)	0.08	0.08	0.08	0.08
% Price Change (+100)	-0.1%	-0.1%	-0.1%	-0.1%
% Price Change (+300)	-0.3%	-0.2%	-0.2%	-0.3%
% Price Change (-100)	0.1%	0.1%	0.1%	0.1%
Effective Duration	0.09	0.08	0.08	0.09
Effective Convexity	0.00	0.00	0.00	0.00
$ Gain/Loss	0	0	0	0
% Gain/Loss	0.0%	0.0%	0.0%	0.0%
Principal Cash Flow 2 yrs out	100%	100%	100%	100%
Principal Cash Flow 2 yrs out (+100)	100%	100%	100%	100%
Principal Cash Flow 2 yrs out (+300)	100%	100%	100%	100%
Principal Cash Flow 2 yrs out (-100)	100%	100%	100%	100%

Portfolio Sector Summary

Sector	Portfolio %	Par Value	Cpn	Maturity	Book Value	Book Yield	Market Value	Market Yield	% Price Change -100	% Price Change +100	% Price Change +300	Gain/(Loss) $	Gain/(Loss) %	Effective WAL	Effective Dur	Effective Cvx	AFS %
Cash & Other (1)	100.0%	8,701	0.78	0.1 yrs	8,701	0.78	8,701	0.78	0.1	-0.1	-0.3	0	0.0%	0.08	0.09	0.00	100 %
Other (1)	100.0%	8,701	0.78	0.1 yrs	8,701	0.78	8,701	0.78	0.1	-0.1	-0.3	0	0.0%	0.08	0.09	0.00	100 %
Total (1)	100.0%	8,701	0.78	0.1 yrs	8,701	0.78	8,701	0.78	0.1	-0.1	-0.3	0	0.0%	0.08	0.09	0.00	100 %

Shocked Analysis

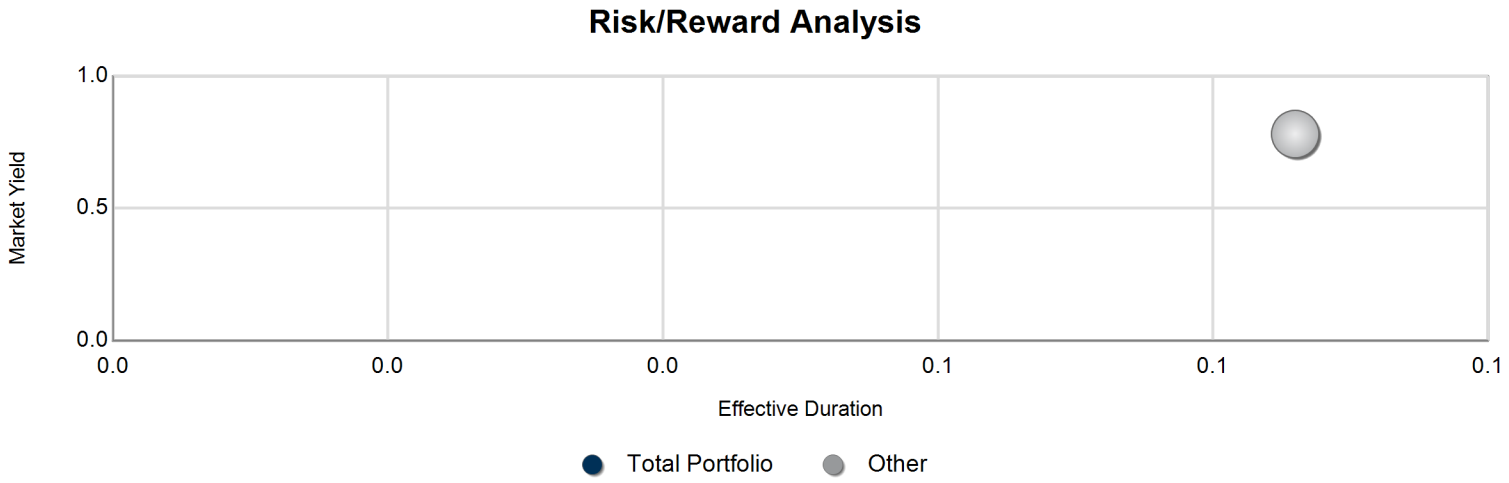
	-200	-100	Base	+100	+200	+300	+400
Par Value	8,701	8,701	8,701	8,701	8,701	8,701	8,701
Book Value	8,701	8,701	8,701	8,701	8,701	8,701	8,701
Market Value	8,716	8,708	8,701	8,693	8,686	8,678	8,671
Gain/(Loss)	15	7	0	-7	-15	-22	-30
Gain/(Loss) %	0.2%	0.1%	0.0%	-0.1%	-0.2%	-0.3%	-0.3%
Gain/(Loss) % - Chg from Base	0.2%	0.1%	0.0%	-0.1%	-0.2%	-0.3%	-0.3%
Book Price	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Book Yield	0.78	0.78	0.78	0.78	0.78	0.78	0.78
Market Price	100.17	100.09	100.00	99.91	99.83	99.74	99.66
Market Yield	-1.28	-0.25	0.78	1.82	2.86	3.91	4.96
WAL	0.08	0.08	0.08	0.08	0.08	0.08	0.08



Price Risk & Market Value Change by Sector

	AFS						HTM					
	% Change in Market Value from Level					Eff	% Change in Market Value from Level					Eff
Sector	-100	Mkt Value	+100	+200	+300	Dur	-100	Mkt Value	+100	+200	+300	Dur
Other	0.1%	8,701	-0.1%	-0.2%	-0.3%	0.1%						
Total	0.1%	8,701	-0.1%	-0.2%	-0.3%	0.1%						
Scenario Market Val	8,708	8,701	8,693	8,686	8,678							
Scenario Gain/Loss	7	0	-7	-15	-22							

Total Portfolio (AFS + HTM):	
% Change in Market Val from Level	
-200 bps	0.2%
-100 bps	0.1%
Level Market Val	8,701
+100 bps	-0.1%
+200 bps	-0.2%
+300 bps	-0.3%
+400 bps	-0.3%
Effective Duration	*0.09*
Effective Convexity	0.00



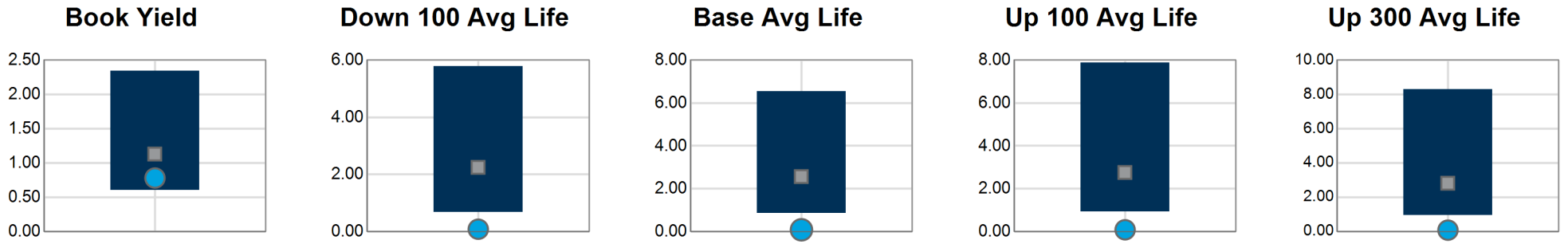
Peer Group Comparison

Peer	As of Date	Book Value	G/L %	Book Yield	Average Life Base	Average Life -100	Average Life +300	% Price Change -100	% Price Change +100	% Price Change +300	Effective Dur	Effective Cvx	UST Agy	Fix MBS	ARM	Fix CMO	Flt CMO	Agy CMBS	Sm Bus.	Prv Label	Muni	Corp	CD & Oth	% Fixed	% AFS
1	04/22	8,436	-7.4	1.70	6.5	5.8	8.3	5.1	-5.0	-14.6	4.9	0.1	10%	0%	0%	0%	0%	0%	0%	0%	80%	3%	6%	100%	100%
2	04/22	9,000	-4.4	1.40	2.3	1.8	2.8	2.3	-2.5	-7.4	2.4	-0.2	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
3	05/22	7,165	-5.3	1.55	3.5	3.2	3.7	3.3	-3.3	-9.8	3.3	-0.1	14%	0%	0%	0%	0%	0%	0%	0%	0%	0%	86%	100%	0%
4	05/22	10,235	0.0	0.92	1.7	1.7	1.7	1.6	-1.6	-4.8	1.6	0.0	17%	0%	0%	0%	0%	0%	0%	0%	5%	0%	78%	100%	22%
5	03/22	7,019	-4.1	1.89	3.5	2.9	3.9	3.2	-3.1	-8.9	3.1	0.1	0%	19%	0%	18%	0%	0%	0%	0%	0%	3%	59%	100%	100%
6	05/22	11,000	-6.5	0.81	3.6	3.3	3.6	3.3	-3.3	-9.6	3.3	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
7	05/22	4,792	-6.7	0.77	3.5	3.3	3.5	3.2	-3.3	-9.6	3.3	0.0	95%	0%	0%	0%	0%	0%	0%	0%	0%	0%	5%	100%	100%
8	03/22	13,008	-2.6	0.68	2.1	2.1	2.1	2.1	-2.0	-5.8	2.0	0.1	0%	0%	0%	0%	0%	0%	0%	0%	26%	34%	40%	100%	100%
9	05/22	4,289	-4.1	1.64	2.4	2.4	2.6	2.3	-2.3	-6.8	2.3	-0.1	19%	0%	0%	0%	0%	0%	0%	0%	75%	0%	6%	100%	100%
10	03/22	13,285	-3.3	1.53	2.7	2.5	2.7	2.6	-2.5	-7.3	2.5	0.0	26%	0%	0%	0%	0%	0%	0%	0%	19%	13%	41%	100%	100%
11	05/22	3,229	-1.0	2.34	1.7	1.7	1.7	1.7	-1.6	-4.7	1.6	0.0	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%
12	05/22	15,786	-5.1	1.09	2.8	2.7	2.8	2.6	-2.6	-7.6	2.6	0.0	61%	0%	0%	0%	0%	0%	0%	0%	0%	0%	39%	100%	100%
13	03/22	490	-1.8	1.10	1.5	1.5	1.5	1.5	-1.4	-4.2	1.5	0.0	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%
14	04/22	16,993	-0.1	0.96	0.9	0.7	3.3	1.1	-2.0	-7.3	1.6	-1.1	84%	0%	0%	0%	0%	0%	0%	0%	7%	0%	9%	100%	97%
15	03/22	295	-3.3	0.60	2.0	2.0	2.0	2.0	-1.9	-5.6	1.9	0.1	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%
16	03/22	200	-1.2	1.08	1.2	1.2	1.2	1.3	-1.2	-3.6	1.2	0.0	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%
17	05/22	36,828	-6.2	1.07	3.7	3.2	3.9	3.2	-3.4	-10.1	3.4	-0.2	99%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	100%	100%
18	03/22	40,443	-4.8	1.17	3.5	3.0	3.5	3.0	-3.1	-9.0	3.1	-0.1	62%	0%	0%	0%	0%	0%	0%	0%	1%	0%	37%	99%	100%
19	05/22	42,541	1.3	1.90	2.2	2.0	2.5	2.0	-2.2	-6.5	2.1	-0.1	50%	0%	0%	0%	0%	0%	0%	0%	48%	0%	2%	99%	100%
20	05/22	48,811	-3.8	1.11	2.4	2.4	2.5	2.4	-2.3	-6.8	2.4	0.1	60%	0%	0%	0%	0%	1%	0%	9%	7%	22%	1%	96%	100%
21	03/22	49,161	-4.4	1.09	3.5	2.7	4.0	3.0	-3.2	-9.7	3.1	-0.3	76%	1%	0%	1%	0%	0%	0%	0%	0%	14%	8%	94%	100%
22	05/22	52,960	-3.6	1.77	3.3	2.0	3.8	2.5	-3.0	-9.4	2.8	-0.5	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
23	05/22	54,648	-1.2	0.73	0.8	0.8	1.0	0.8	-0.8	-2.4	0.8	0.0	3%	0%	0%	0%	0%	0%	0%	0%	0%	8%	89%	100%	100%
24	03/22	83,809	0.1	0.93	3.0	3.0	3.2	3.0	-3.0	-8.7	3.0	0.0	74%	0%	0%	0%	0%	0%	0%	0%	0%	0%	26%	100%	100%
25	05/22	125,568	-3.3	0.85	1.7	1.6	1.8	1.6	-1.6	-4.8	1.6	0.0	34%	0%	0%	0%	0%	0%	0%	0%	40%	1%	25%	100%	24%
Avg		26,400	-3.3	1.23	2.6	2.4	2.9	2.4	-2.5	-7.4	2.5	-0.1	43%	1%	0%	1%	0%	0%	0%	0%	12%	4%	38%	100%	90%
Port		8,701	0.0	0.78	0.1	0.1	0.1	0.1	-0.1	-0.3	0.1	0.0	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%
Diff		-17,699	3.3	-0.45	-2.6	-2.3	-2.9	-2.3	2.4	7.2	-2.4	0.1	-43%	-1%	0%	-1%	0%	0%	0%	0%	-12%	-4%	62%	0%	10%

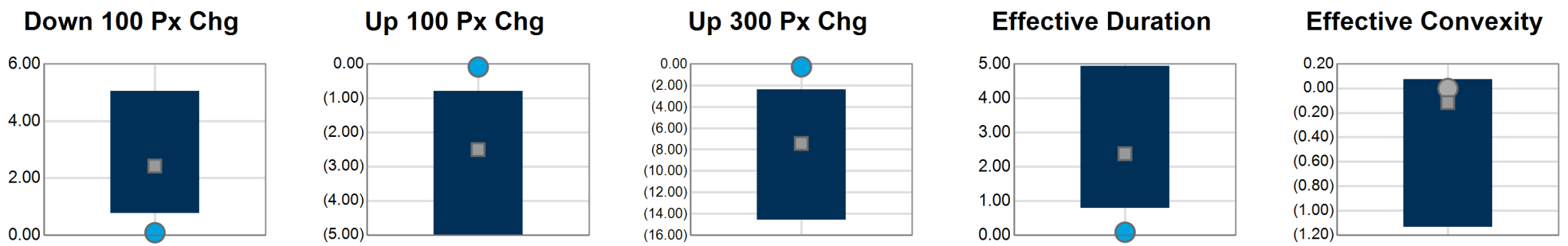
* Peer group includes Public Entitys that have received portfolio analysis from Stifel in the last three months with the closest portfolio book values.

Summary Peer Comparison

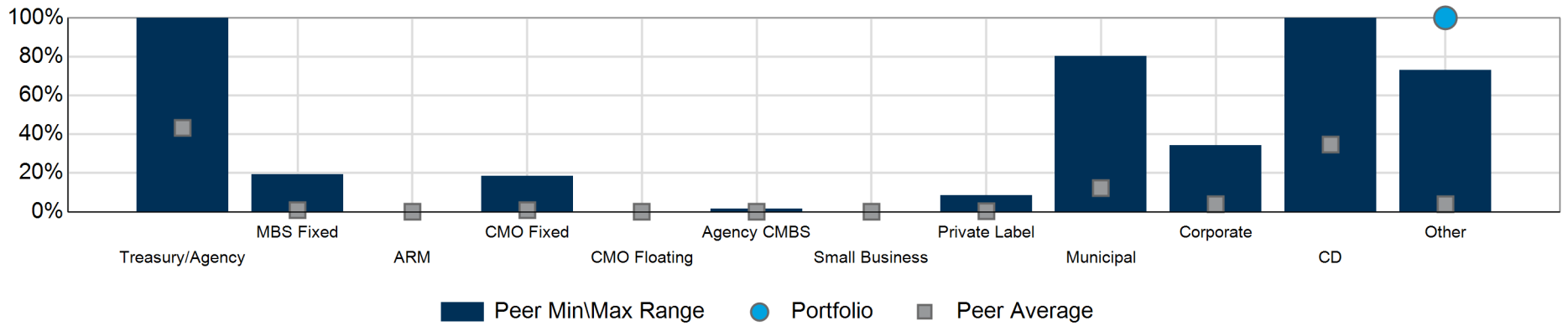
Yield and Average Life Peer Comparison



Price Risk Peer Comparison



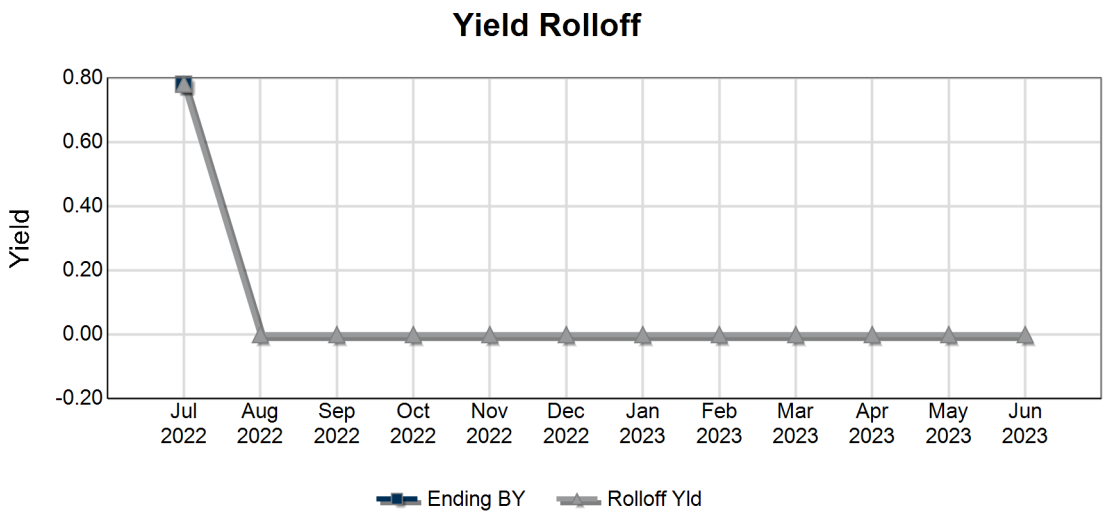
Porfolio vs. Peer Allocations



Each box contains the range of your peer group, the top and bottom of the boxes being the max and min. The gray box is the avg. of your peers within the range and the blue dot represents your position.

Cash Flow and Yield Rolloff - Next 12 Months

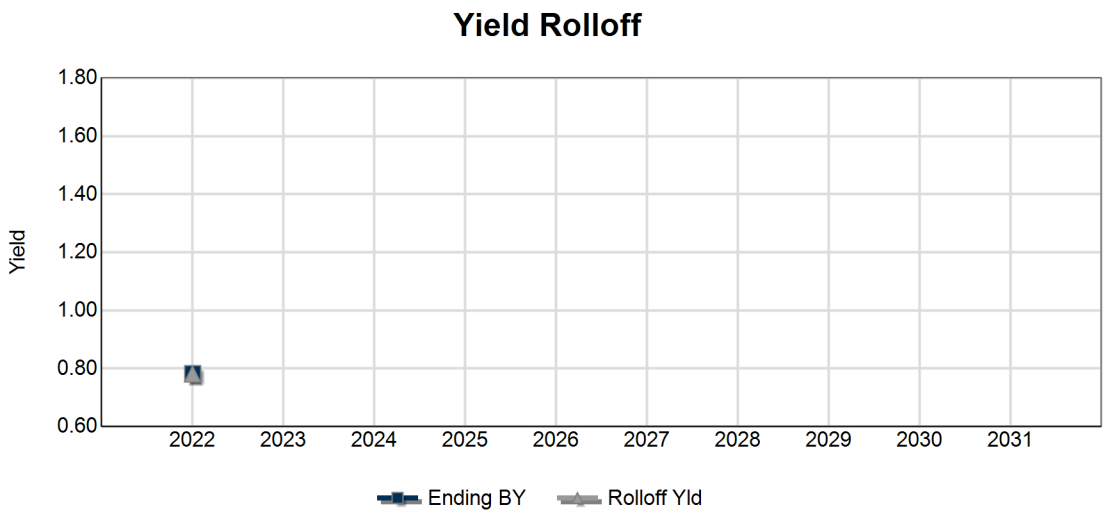
Yield Rolloff				
Month	Begin BY	Principal CF	Rolloff Yld	Ending BY
Jul 2022	0.78	8,701	0.78	
Aug 2022		0	0.00	
Sep 2022		0	0.00	
Oct 2022		0	0.00	
Nov 2022		0	0.00	
Dec 2022		0	0.00	
Jan 2023		0	0.00	
Feb 2023		0	0.00	
Mar 2023		0	0.00	
Apr 2023		0	0.00	
May 2023		0	0.00	
Jun 2023		0	0.00	



Shocked Principal and Interest Cash Flow Analysis							
Year	-200	-100	Base	+100	+200	+300	+400
Jul 2022	8,707	8,707	8,707	8,707	8,707	8,707	8,707

Cash Flow and Yield Rolloff - Next 10 Years

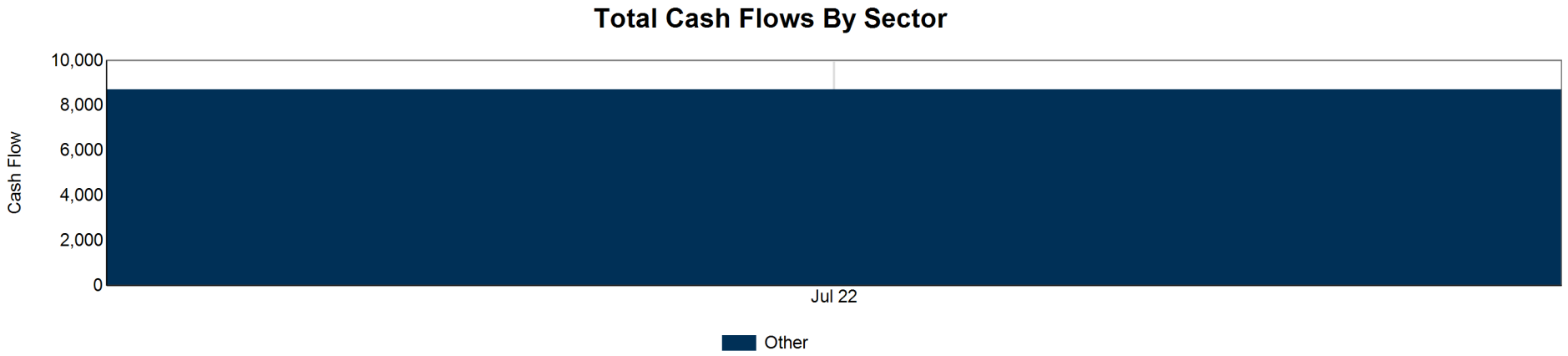
Yield Rolloff				
Year	Begin BY	Principal CF	Rolloff Yld	Ending BY
2022	0.78	8,701	0.78	
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				



Shocked Principal and Interest Cash Flow Analysis							
Year	-200	-100	Base	+100	+200	+300	+400
2022	8,707	8,707	8,707	8,707	8,707	8,707	8,707

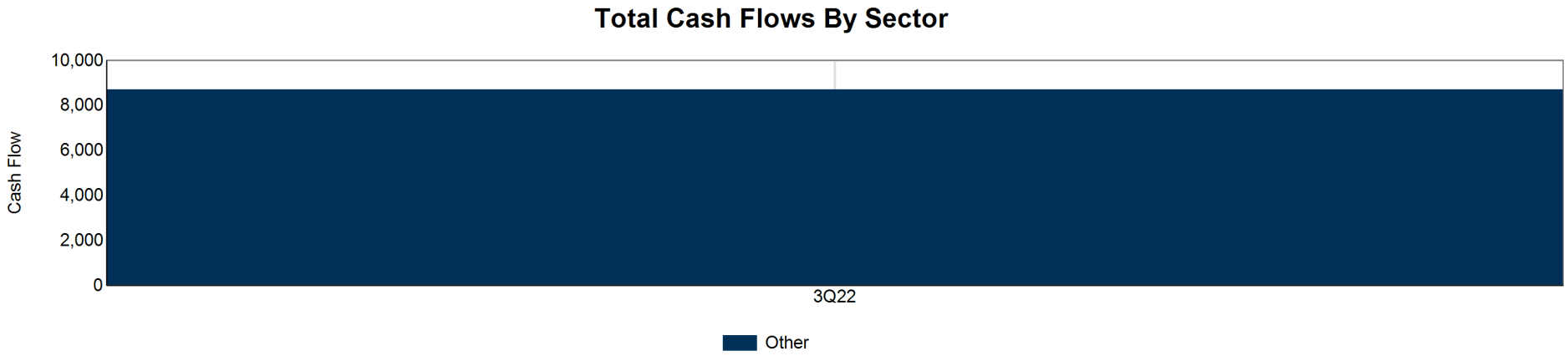
Sector Cash Flow and Yield Rolloff - Next 12 Months

		Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Bk Yld Chg
Other	Cash Flow	8,707	0	0	0	0	0	0	0	0	0	0	0	
	End BY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	Cash Flow	8,707	0	0	0	0	0	0	0	0	0	0	0	
	End BY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Sector Cash Flow and Yield Rolloff - Next 3 Years

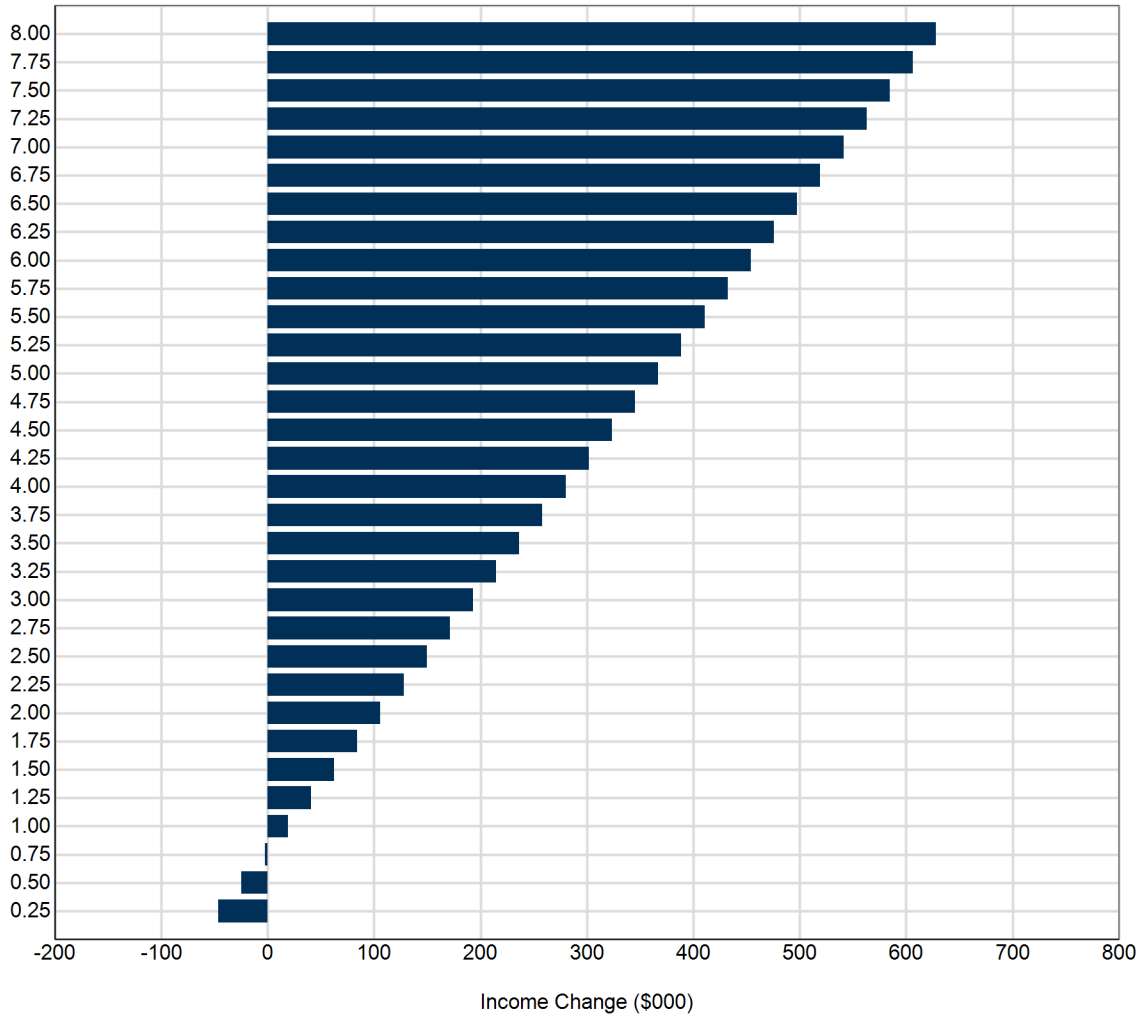
		3Q22	4Q22	1Q23	2Q23	3Q23	4Q23	1Q24	2Q24	3Q24	4Q24	1Q25	2Q25	Bk Yld Chg
Other	Cash Flow	8,707	0	0	0	0	0	0	0	0	0	0	0	
	End BY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	Cash Flow	8,707	0	0	0	0	0	0	0	0	0	0	0	
	End BY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Gap Analysis - Potential Income Impact of Principal Reinvestment

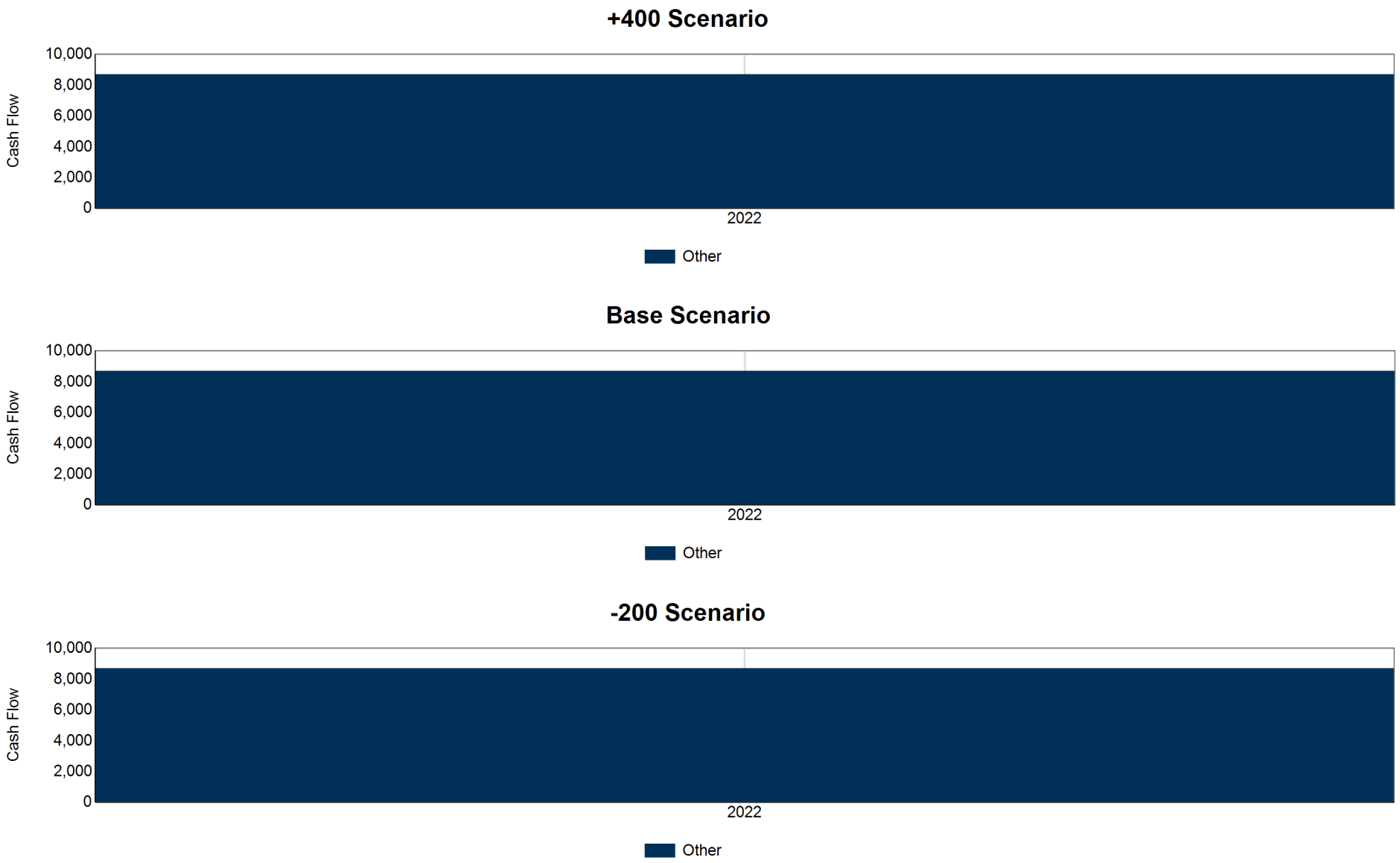
Principal Maturing(12 Mo.Horizon): $8,701
Current Book Yield of Principal Maturing: 0.78%
Est. Annual Income at Current Book Yield: $68

Estimated Impact on Income at Various Reinvestment Yields



Assumed Reinvestment Yield	Estimated Annualized Income	Income Difference from Current Book	Resulting Book Yield
0.25	22	-46	0.25
0.50	44	-24	0.50
0.75	65	-3	0.75
1.00	87	19	1.00
1.25	109	41	1.25
1.50	131	63	1.50
1.75	152	84	1.75
2.00	174	106	2.00
2.25	196	128	2.25
2.50	218	150	2.50
2.75	239	171	2.75
3.00	261	193	3.00
3.25	283	215	3.25
3.50	305	237	3.50
3.75	326	258	3.75
4.00	348	280	4.00
4.25	370	302	4.25
4.50	392	324	4.50
4.75	413	345	4.75
5.00	435	367	5.00
5.25	457	389	5.25
5.50	479	411	5.50
5.75	500	432	5.75
6.00	522	454	6.00
6.25	544	476	6.25
6.50	566	498	6.50
6.75	587	519	6.75
7.00	609	541	7.00
7.25	631	563	7.25
7.50	653	585	7.50
7.75	674	606	7.75
8.00	696	628	8.00

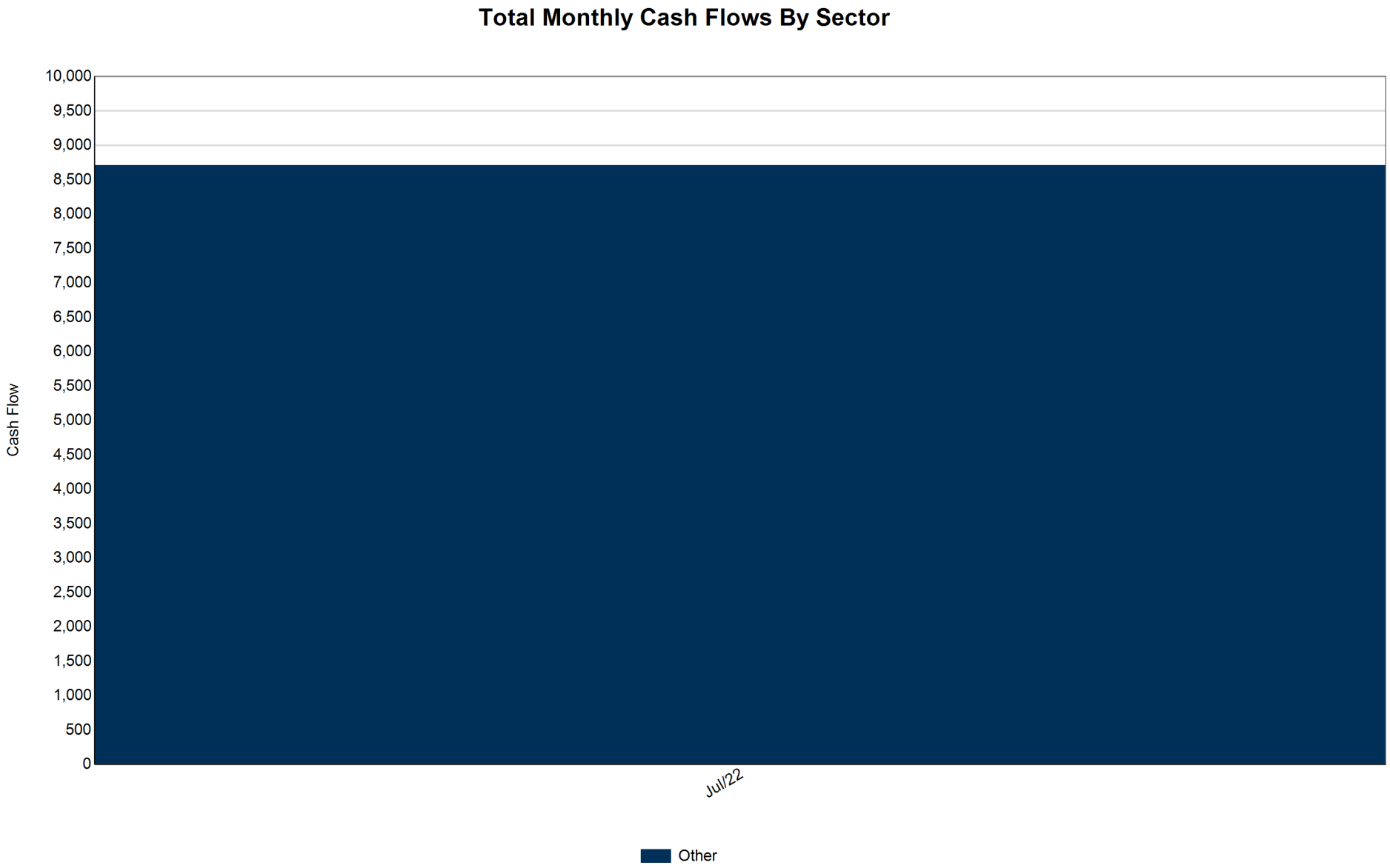
Shocked Cash Flows By Sector - Next 10 Years



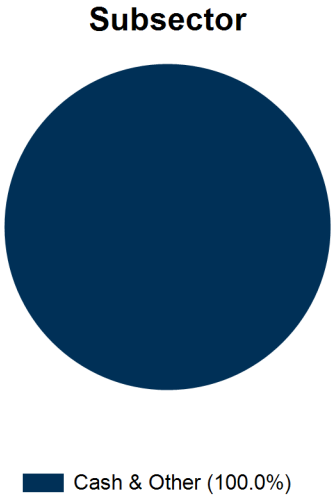
Cash Flows By Sector - Next 30 Years

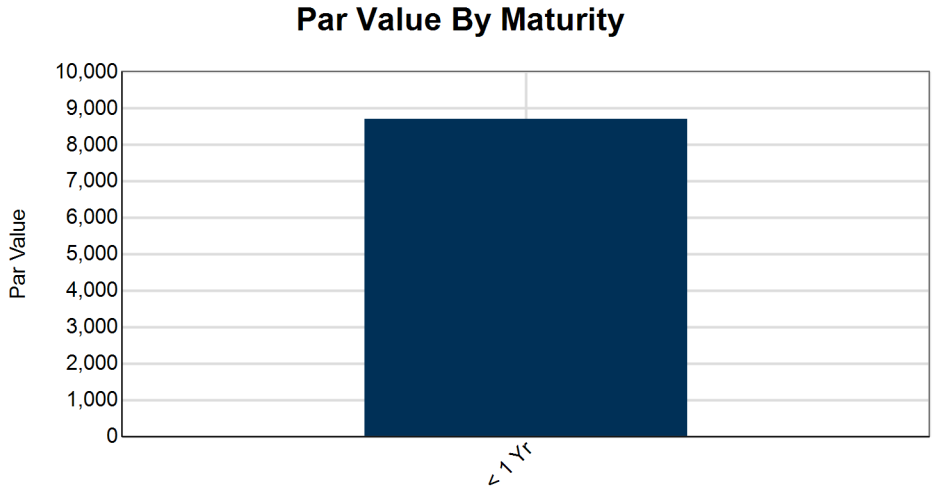


Cash Flow Projection By Month - Next 5 Years



Other - Summary





Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Book Price Value	Book Yield	Market Price Value	Market Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	Px Chg -100 +300	Dur Base	Cvx Base	AFS %
				0.1 yrs	100.00		100.00		0	0.0%	0.08	0.1	0.09	0.00	
Cash & Other (1)	100.0%	8,701	0.78		8,701	0.78	8,701	0.78	-22	-0.3%	0.08	-0.3			100.0%
				0.1 yrs	100.00		100.00		0	0.0%	0.08	0.1	0.09	0.00	
Total (1)	100.0%	8,701	0.78		8,701	0.78	8,701	0.78	-22	-0.3%	0.08	-0.3			100.0%

Portfolio Considerations

Sector	Cnt	Cpn	Maturity	Par Value	Book Price	Market Price	Gain/ (Loss)	Book Yield	WAL	Eff. Dur	Historical CPR 1 Mo.	Historical CPR 3 Mo.	Historical CPR Life	Proj. CPR Life	Loan Count
Book Yield < 2%	1	0.78	0.1 yrs	8,701	100.00	100.00	0	0.78	0.1	0.09					
Cash & Other	1	0.78	0.1 yrs	8,701	100.00	100.00	0	0.78	0.1	0.09					

Key Portfolio Sorts

Top 10 Up 300 Market Value Changes (%)

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Book Yield	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
PLMDLLAIF	Cash & Other	LAIF	0.78	07/31/22	8,701	100.00	100.00	0	0.781	0.08	-0.26	-22	-22	0.09	AFS
			0.78		8,701	100.00	100.00	0	0.781	0.08	-0.26	-22	-22	0.09	

Top 10 Up 300 Market Value Changes ($)

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Book Yield	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
PLMDLLAIF	Cash & Other	LAIF	0.78	07/31/22	8,701	100.00	100.00	0	0.781	0.08	-0.26	-22	-22	0.09	AFS
			0.78		8,701	100.00	100.00	0	0.781	0.08	-0.26	-22	-22	0.09	

Key Portfolio Sorts

Top 10 Marked to Market Up 300 Loss Positions

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Book Yield	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
PLMDLLAIF	Cash & Other	LAIF	0.78	07/31/22	8,701	100.00	100.00	0	0.781	0.08	-0.26	-22	-22	0.09	AFS
			0.78		8,701	100.00	100.00	0	0.781	0.08	-0.26	-22	-22	0.09	

Top 10 Average Life Extension Up 300bps

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Book Yield	% Px Δ +300	Eff. Dur	WAL	WAL +300	Chg in WAL	INT
PLMDLLAIF	Cash & Other	LAIF	0.78	07/31/22	8,701	100.00	100.00	0	0.781	-0.26	0.09	0.08	0.08	0.00	AFS
			0.78		8,701	100.00	100.00	0	0.781	-0.26	0.09	0.08	0.08	0.00	

Other - CUSIP Detail

CUSIP	Ticker	Par Value	Coupon Type Rate	Step Date Rate	Maturity Proj. Final	Book Price Value	Book Yield	Market Price Value	Market Yield	Gain/(Loss) % $	% Px Δ -100 +300	Effective Dur Cvx	ESG/Gr Intent
			Fixed		07/22	100.00		100.00		0.0%	0.1	0.09	
PLMDLLAIF		8,701	0.780		07/31/22	8,701	0.78	8,701	0.78	0	-0.3	0.00	AFS
						100.00		100.00		0.0%	0.1	0.09	
Cash & Other		8,701	0.780			8,701	0.78	8,701	0.78	0	-0.3	0.00	
						100.00		100.00		0.0%	0.1	0.09	
Total		8,701	0.780			8,701	0.78	8,701	0.78	0	-0.3	0.00	

Shocked CUSIP Analysis

		-200		-100		Base		+100		+200		+300		+400	
	Par Value	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ
CUSIP	Coupon	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld
Description	Maturity		WAL		WAL	Dur	WAL		WAL		WAL		WAL		WAL
	8,701	15	0.17%	7	0.09%	0	0.00%	-7	-0.09%	-15	-0.17%	-22	-0.26%	-30	-0.34%
PLMDLLAIF	0.78	100.17	-1.28	100.09	-0.25	100.00	0.78	99.91	1.82	99.83	2.86	99.74	3.91	99.66	4.96
LAIF	07/31/2022		0.08		0.08	0.09	0.08		0.08		0.08		0.08		0.08
Other	8,701	15	0.17%	7	0.09%	0	0.00%	-7	-0.09%	-15	-0.17%	-22	-0.26%	-30	-0.34%
	0.78	100.17	-1.28	100.09	-0.25	100.00	0.78	99.91	1.82	99.83	2.86	99.74	3.91	99.66	4.96
			0.08		0.08	0.09	0.08		0.08		0.08		0.08		0.08
Total	8,701	15	0.17%	7	0.09%	0	0.00%	-7	-0.09%	-15	-0.17%	-22	-0.26%	-30	-0.34%
	0.78	100.17	-1.28	100.09	-0.25	100.00	0.78	99.91	1.82	99.83	2.86	99.74	3.91	99.66	4.96
	0		0.08		0.08	0.09	0.08		0.08		0.08		0.08		0.08

Portfolio Changes

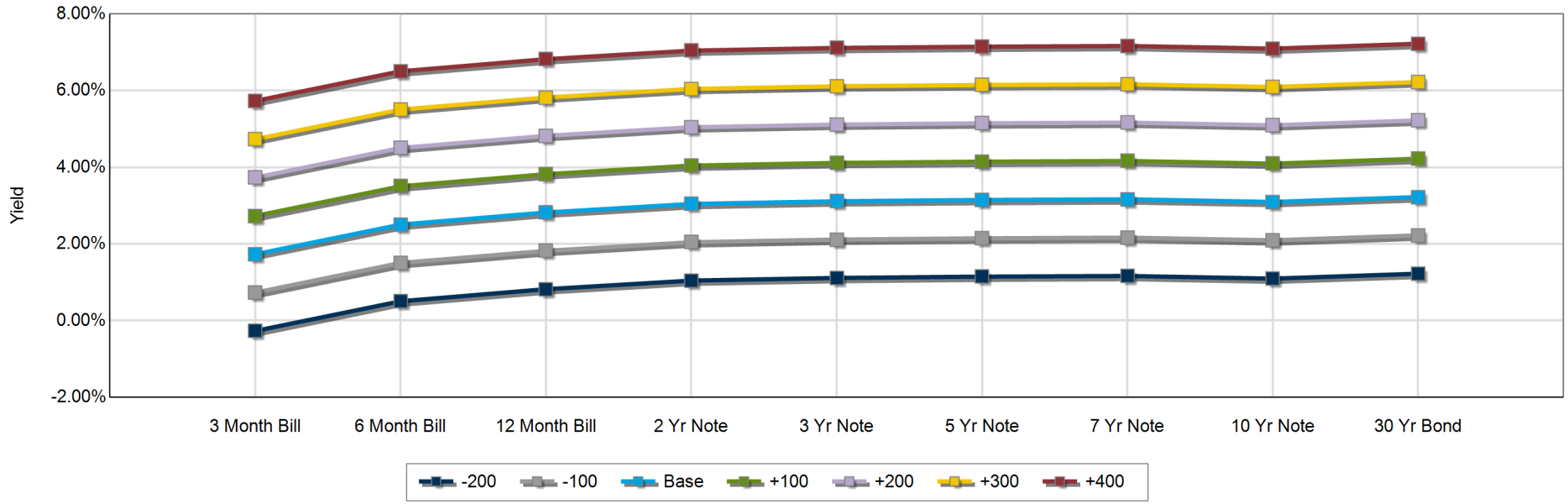
Partial Buy5/2022-6/2022

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent	Redemption Type
PLMDLLAIF	Other	LAIF	07/31/2022	0.78	8,700,688	100.00	AFS	Same CUSIP buys

Shocked Assumptions

	Scenarios						
	Down 200	Down 100	Base	Up 100	Up 200	Up 300	Up 400
Shift Amount	-200	-100	0	100	200	300	400
Curve Slope Change	0	0	0	0	0	0	0
Shock Horizon	Immediate	Immediate	Immediate	Immediate	Immediate	Immediate	Immediate
Curve Type	Static	Static	Static	Static	Static	Static	Static
Valuation Date	2022-06-30	2022-06-30	2022-06-30	2022-06-30	2022-06-30	2022-06-30	2022-06-30

Yield Curve Scenarios



Report Assumptions

Assumptions

• Calculation Engine	The Yield Book © and ZM Financial
• Cash Flow Model	The Yield Book ©
• Curve Date	Same as Portfolio As Of Date
• Curve Type Used	Swap Curve
• Curve Shape	Immediate Sustained Parallel Shocks
• Price Shock Methodology	Constant OAS for fixed rate securities; immediate market shift for floating rate securities
• Horizon Period	Immediate Time Horizon
• Reinvestment Rate	3 Month T-Bill
• Cost of Funds	1.00%
• Tax Rate	21.0%

Additional Information

Rolloff Yield - Rolloff Yield is the weighted average yield of the cashflows (maturities, calls and paydowns) that roll off during the noted time period. Ending Book Yield is the weighted average yield of the remaining securities at the noted time period.

Shocked Scenarios - All shocked scenarios are instant and parallel and assume a sustained rate cycle from that point on. LIBOR OAS is held constant in order to generate shocked market scenarios and The Yieldbook was used to generate the projected cash flows. In shocked scenarios, 0.01% is considered the floor.

Bonds Likely to be Called - The page identifies all callable agencies which will either be called or mature in the next 12 months in any of the shocked scenarios. The methodology used to determine the call assumes a small internal margin to account for the "cost to call."

Municipals - For taxable institutions, the above tax rate detailed - along with TEFRA adjustments for BQs - is used to calculate TEY unless otherwise input. Ratings are a blend of Moody's and Standard & Poors.

Duration - Duration in the shocked detail section is generated by Yield Book.

Original Face - If original face was not supplied, original face was estimated by dividing current face by current factor.

Yields- All yields are Yield to Projected Scenario. (Assumes 100% of The Yield Book prepayment model).

Disclaimer

The information contained herein has been prepared from sources believed reliable but is not guaranteed by Stifel and is not a complete summary or statement of all available data, nor is it to be construed as an offer to buy or sell any securities referred to herein. Opinions expressed are subject to change without notice and do not take into account the particular investment objectives, financial situation, or needs of investors. Employees of Stifel or its affiliates may, at times, release written or oral commentary, technical analysis, or trading strategies that differ from the opinions expressed within. No investments or services mentioned are available to "private customers" in the European Economic Area or to anyone in Canada other than a "Designated Institution." Stifel and/or its employees involved in the preparation or the issuance of this communication may have positions in the securities or options of the issuer/s discussed or recommended herein. Securities identified herein are subject to availability and changes in price.

Stifel is a multi-disciplined financial services firm that regularly seeks investment banking assignments and compensation from issuers for services including, but not limited to, acting as an underwriter in an offering or financial advisor in a merger or acquisition, or serving as a placement agent in private transactions. Moreover, Stifel and its affiliates and their respective shareholders, directors, officers, and/or employees, may from time to time have long or short positions in such securities or in options or other derivative instruments based thereon.

Readers of this report should assume that Stifel or one of its affiliates is seeking or will seek investment banking and/or other business relationships with the issuer or issuers, or borrower or borrowers, mentioned in this report. Stifel's Fixed Income Capital Markets research and strategy analysts ("FICM Analysts") are not compensated directly or indirectly based on specific investment banking services transactions with the borrower or borrowers mentioned in this report or on FICM Analyst specific recommendations or views (whether or not contained in this or any other Stifel report), nor are FICM Analysts supervised by Stifel investment banking personnel; FICM Analysts receive compensation, however, based on the profitability of both Stifel (which includes investment banking) and Stifel's Fixed Income Capital Markets. The views, if any, expressed by FICM Analysts herein accurately reflect their personal professional views about subject securities and borrowers. For additional information on investment risks (including, but not limited to, market risks, credit ratings, and specific securities provisions), contact your Stifel financial advisor or salesperson.

High yield fixed income securities, or fixed income securities that don't have credit ratings from nationally recognized statistical rating organizations, may be subject to greater fluctuations in price and greater risk of loss of income and principal, due to greater potential default risk by the associated borrowers than fixed income securities that have investment grade credit ratings from the nationally recognized statistical rating organizations.

All Moody's Ratings data, furnished by Stifel pursuant to this subscription agreement are proprietary to Stifel (or Stifel's licensors) and are so furnished at subscriber's request and for subscriber's exclusive use. No Moody's Ratings data so furnished may be copied or otherwise reproduced, repackaged, further transmitted, transferred, disseminated, distributed, redistributed, sold, resold, leased, rented, licensed, sublicensed, altered, modified, adapted, or stored for subsequent use for any such purpose, in whole or in part, in any form or manner or by any means whatsoever, by subscriber or any other person or entity, without Stifel's prior written consent (or that of Stifel's licensors', as applicable).

For additional information on investment risks (including but not limited to, market/credit risks, credit ratings, and specific securities provisions), contact your Stifel Fixed Income representative.

© 2022 Stifel, Nicolaus & Company, Incorporated | Member SIPC & NYSE, One South Street, Baltimore, MD 21202. All rights reserved.

City of Palmdale - Successor Agency: Flagship Lite

Palmdale, CA

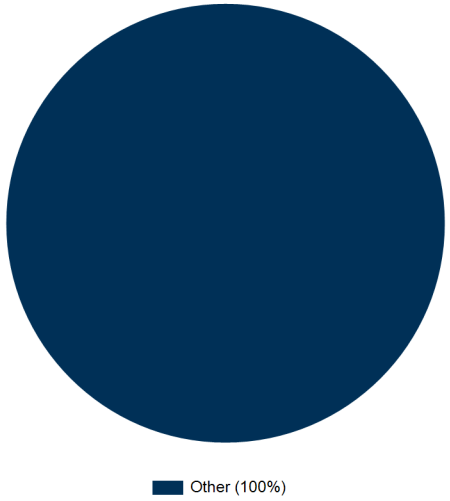
As of Date: 06/30/2022 | Pricing as of: 06/30/2022 | Date of Analysis: 07/07/2022



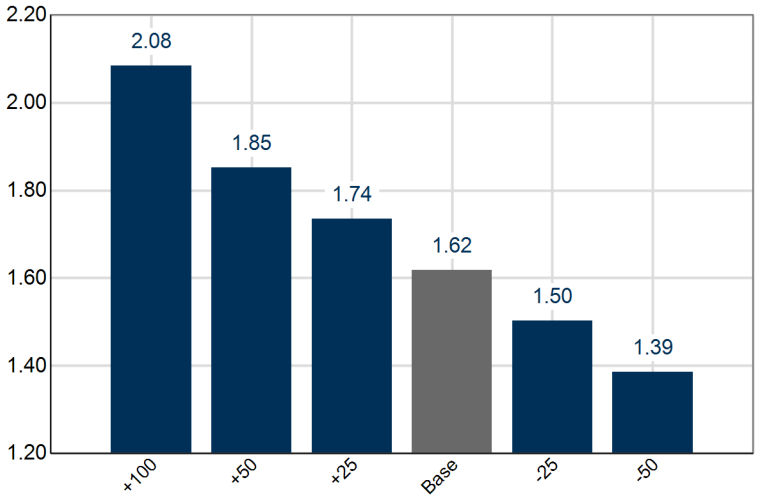
Portfolio Overview

Portfolio Attributes	
Curr. Face	8,701
Mkt. Value	8,701
Book Value	8,701
Est. Gain/Loss	0
Ave. Mkt. Price	100.00
Ave. Bk. Price	100.00
Eff. Dur.	0.08
Eff. Conv.	0.00
TOAS	-96.0
Mkt YTP	0.78
Bk YTP	0.78
WAL	0.08
Line Items	1

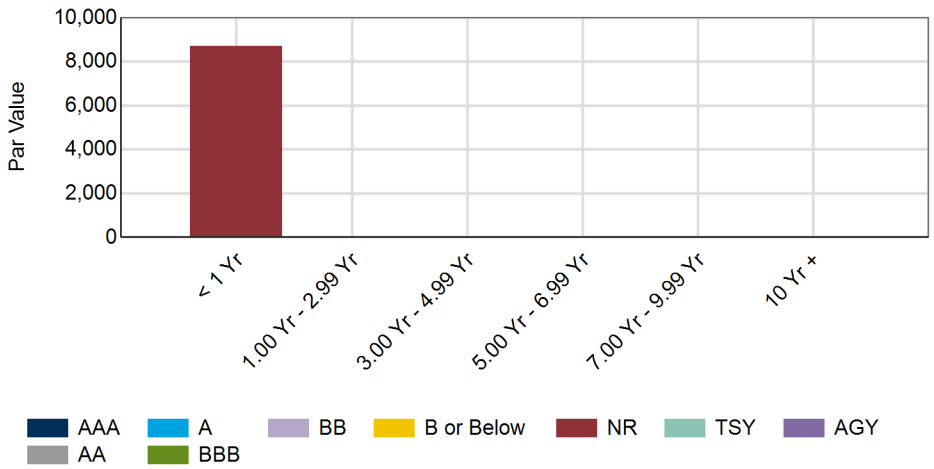
Sector Allocation



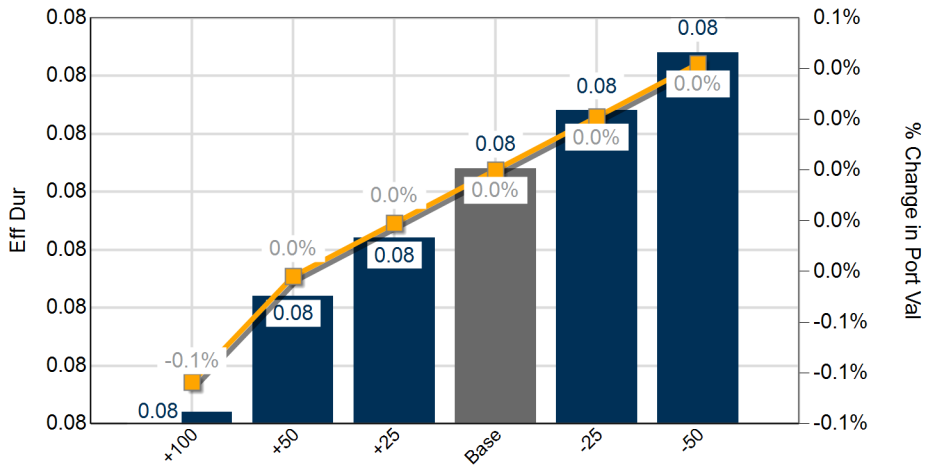
Projected TRR - 12 Mo Horizon



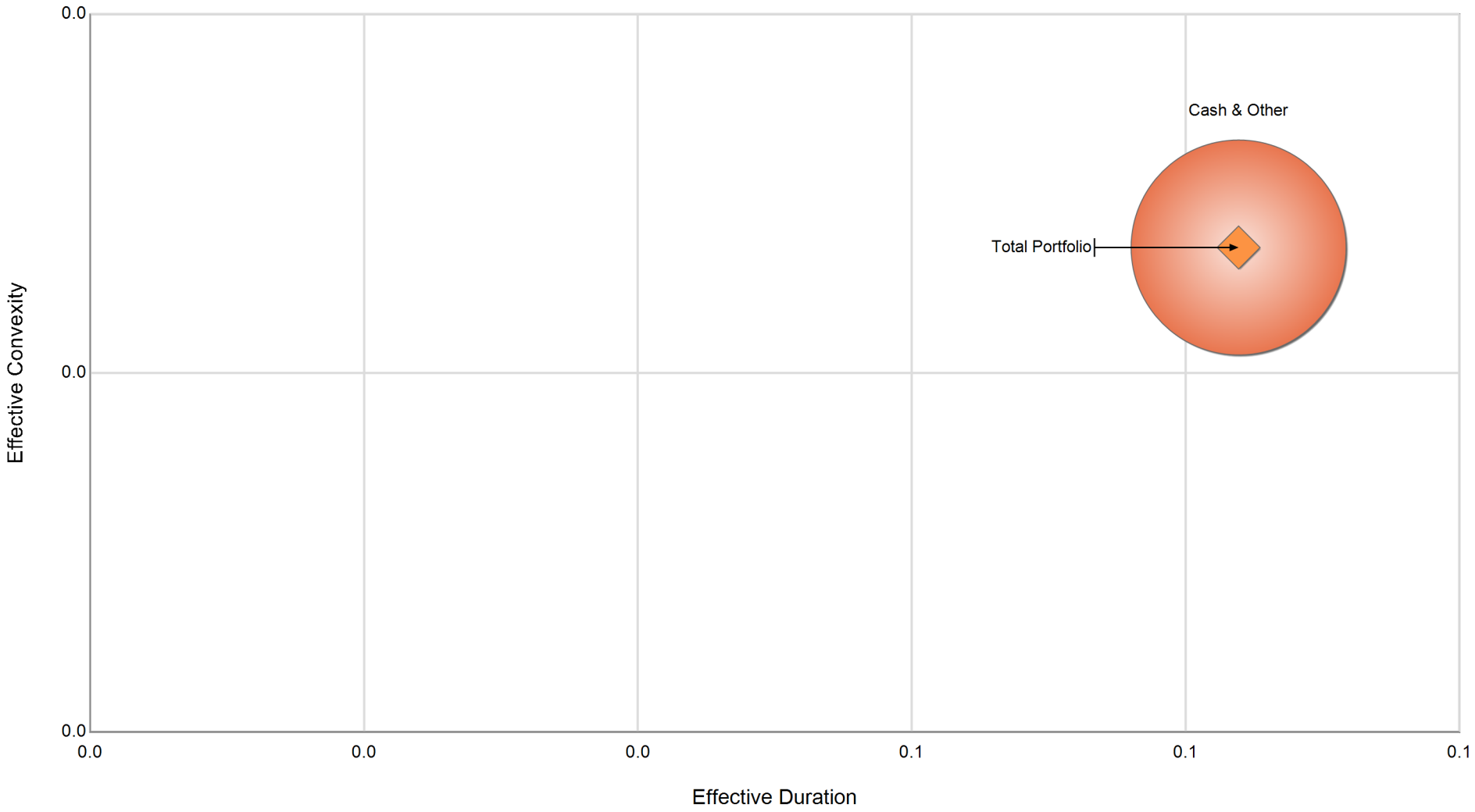
Combined Rating Distribution By Maturity



Pct. Chng in Port Val & Eff Dur (Inst. Rate Shock)



Duration / Convexity



Eff. Dur.	0.08
Eff. Conv.	0.00

Portfolio Sector Summary

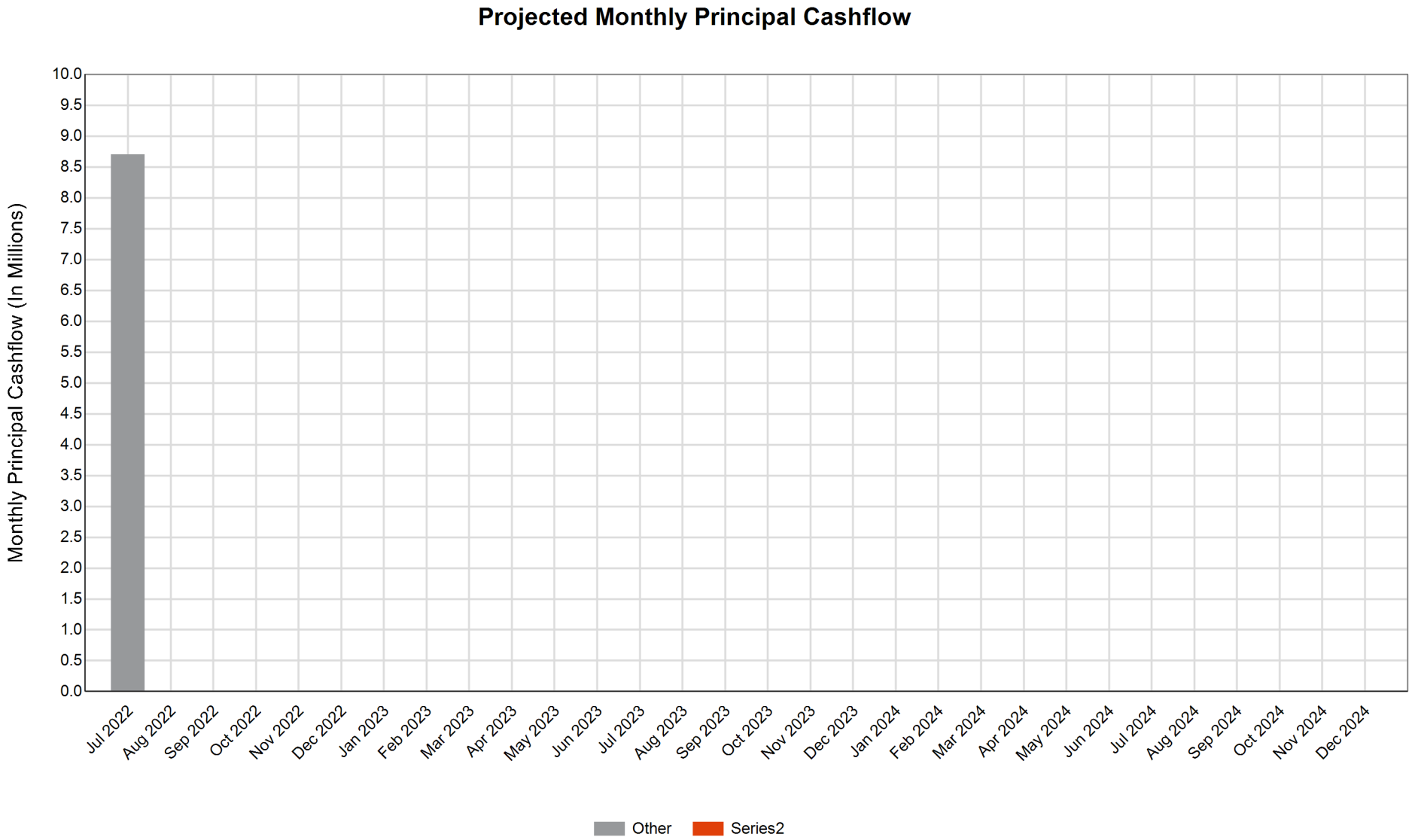
Sector	Par Value	Market Value	% Port	Book Price	Market Price	Est G/L	Eff Conv	Bk Yld	Mkt Yld	Eff Dur +50	Eff Dur Base	Eff Dur -50	% Δ in Price +50	% Δ in Price Base	% Δ in Price -50
Cash & Other	8,701	8,701	100.0%	100.00	100.00	0	0.00	0.78	0.78	0.08	0.08	0.08	0.0%	0	0.0%
Portfolio Totals	8,701	8,701	100.0%	100.00	100.00	0	0.00	0.78	0.78	0.08	0.08	0.08	0.0%	0	0.0%

Peer Group Comparison

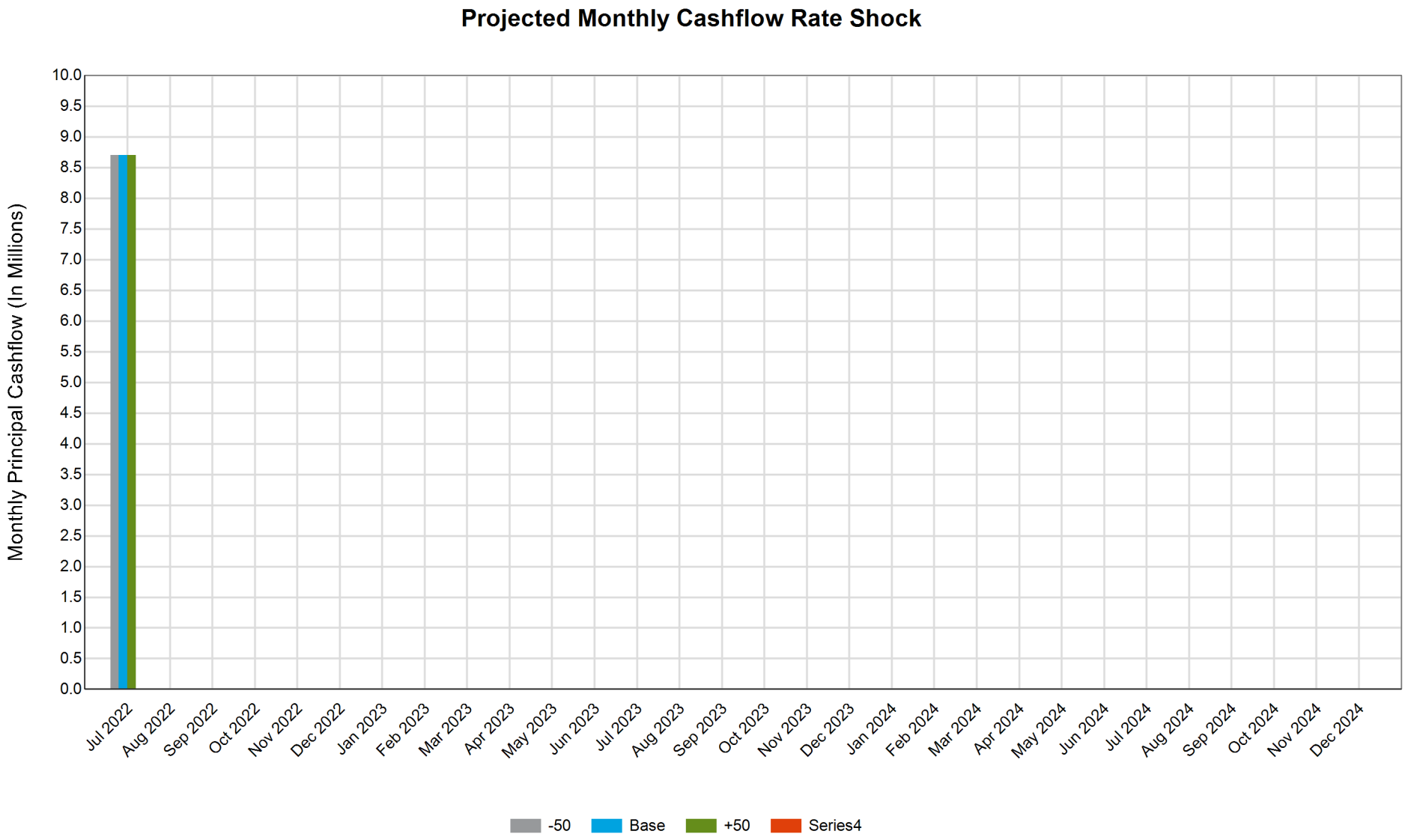
Peer	As of Date	Book Value	G/L %	Book Yield	Average Life Base	Average Life -50	Average Life +100	% Price Change -50	% Price Change +50	% Price Change +100	Effective Dur	Effective Cvx	UST Agy	Fix MBS	ARM	Fix CMO	Flt CMO	Agy CMBS	Sm Bus.	Prv Label	Muni	Corp	CD	Other	% Fixed
1	04/22	8,847	-2.0		1.7								0%	0%	0%	0%	0%	0%	0%	0%	20%	80%	0%	0%	100%
2	04/22	8,904	-0.7		1.4								0%	0%	0%	0%	0%	0%	0%	0%	26%	0%	74%	0%	100%
3	04/22	8,436	-7.4	1.70	6.5		7.9			-5.0	4.9	0.1	10%	0%	0%	0%	0%	0%	0%	0%	80%	3%	6%	0%	100%
4	04/22	9,000	-4.4	1.40	2.3		2.7			-2.5	2.4	-0.2	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
5	04/22	8,255	-6.3		3.0								60%	0%	0%	0%	0%	0%	0%	0%	40%	0%	0%	0%	100%
6	04/22	8,112	-3.1		2.4								18%	0%	0%	0%	0%	6%	42%	0%	0%	0%	33%	0%	100%
7	04/22	9,468	-3.4		2.7								76%	0%	0%	0%	0%	0%	0%	0%	5%	18%	0%	0%	100%
8	04/22	7,801	-2.9		1.8								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
9	04/22	7,785	-1.0		0.8								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
10	04/22	9,842	-0.3		0.5								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
11	04/22	9,959	0.0		0.5								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
12	04/22	10,077	-4.7		3.3								79%	0%	0%	0%	0%	0%	0%	0%	21%	0%	0%	0%	100%
13	04/22	10,175	-1.4		0.2								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
14	04/22	7,165	-2.1		0.6								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
15	05/22	7,165	-5.3	1.55	3.5		3.7			-3.3	3.3	-0.1	14%	0%	0%	0%	0%	0%	0%	0%	0%	0%	86%	0%	100%
16	05/22	10,235	0.0	0.92	1.7		1.7			-1.6	1.6	0.0	17%	0%	0%	0%	0%	0%	0%	0%	5%	0%	78%	0%	100%
17	03/22	7,019	-4.1	1.89	3.5		3.8			-3.1	3.1	0.1	0%	19%	0%	18%	0%	0%	0%	0%	0%	3%	59%	0%	100%
18	04/22	7,000	-6.0		3.4								71%	0%	0%	0%	0%	0%	0%	0%	0%	29%	0%	0%	100%
19	04/22	6,788	-3.9		3.2								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
20	04/22	6,629	-2.0		2.4								7%	0%	0%	0%	0%	0%	0%	0%	24%	61%	8%	0%	100%
21	04/22	10,906	-4.6		2.9								82%	0%	0%	0%	0%	0%	0%	0%	18%	0%	0%	0%	100%
22	05/22	11,000	-6.5	0.81	3.6		3.6			-3.3	3.3	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
23	04/22	11,000	-3.5		2.1								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
24	04/22	5,927	-1.8		2.4								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
25	04/22	5,829	-0.2		0.5								100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Avg		8,533	-3.1	1.38	2.3		3.9			-3.1	3.1	0.0	65%	1%	0%	1%	0%	0%	2%	0%	10%	8%	14%	0%	100%
Port	06/22	8,701	0.0	0.78	0.1	0.1	0.1	0.0	0.0	-0.1	0.1	0.0	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
Diff		168	3.1	-0.60	-2.2		-3.8			3.0	-3.0	0.0	-65%	-1%	0%	-1%	0%	0%	-2%	0%	-10%	-8%	-14%	100%	0%

* Peer group includes Public Entitys that have received portfolio analysis from Stifel in the last three months with the closest portfolio book values.

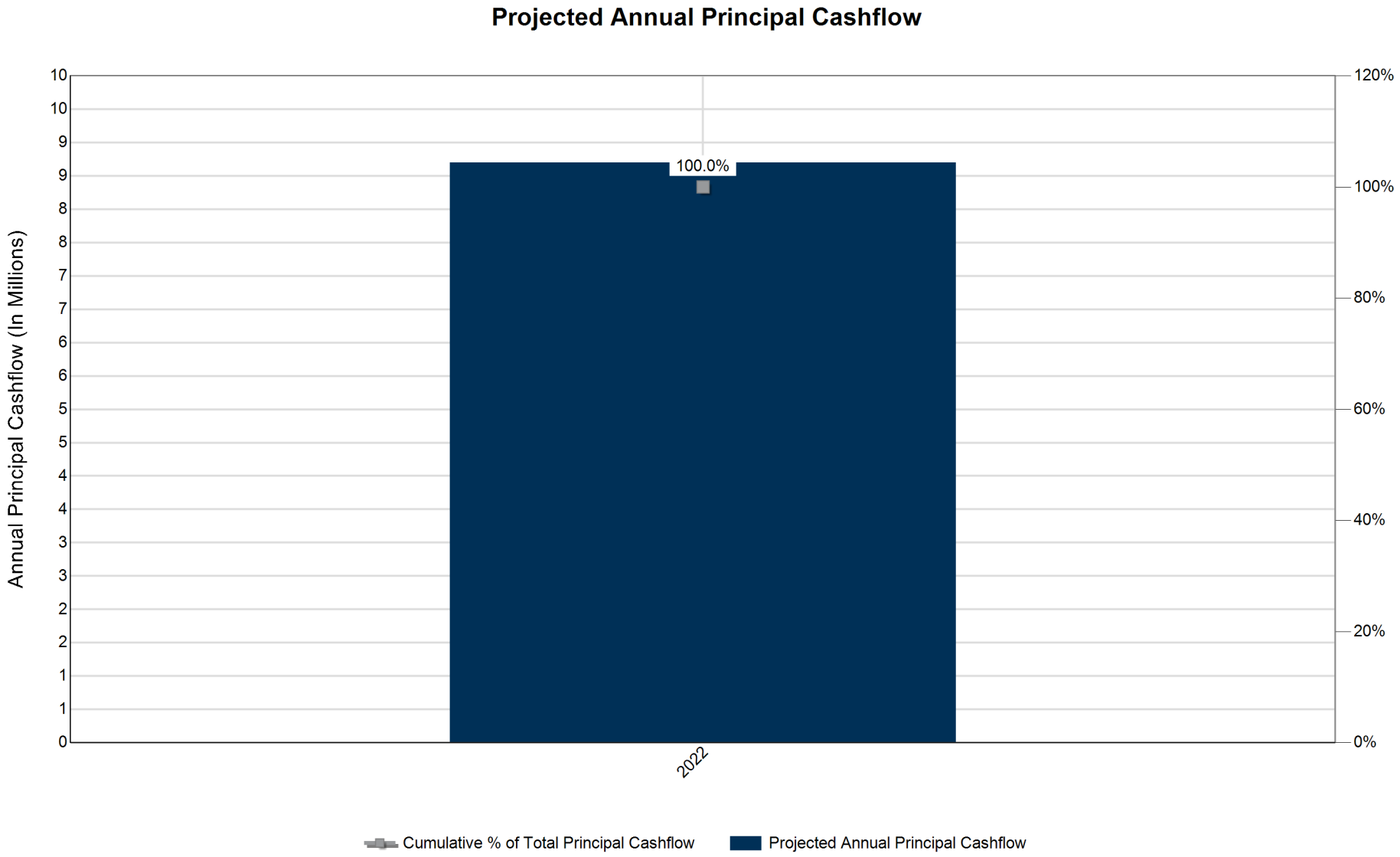
Monthly Cashflow Profile - Next 30 Months



Monthly Cashflow Rate Shock - Next 30 Months

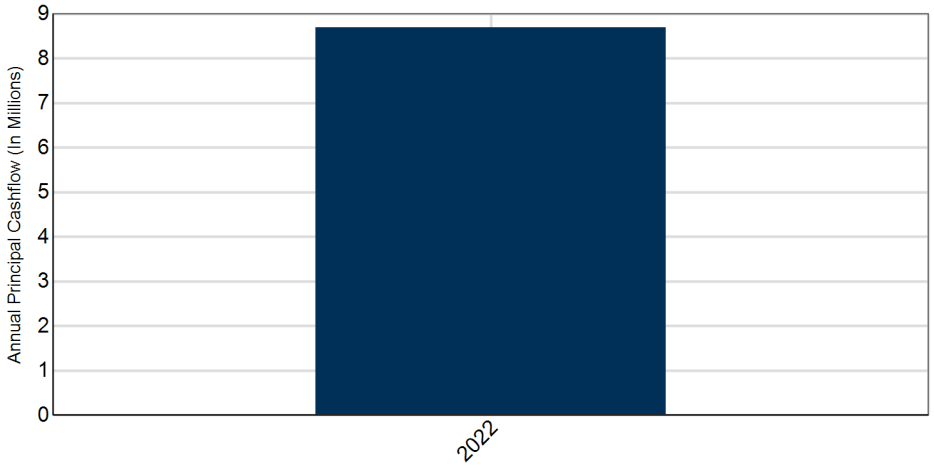


Annual Cashflow Profile

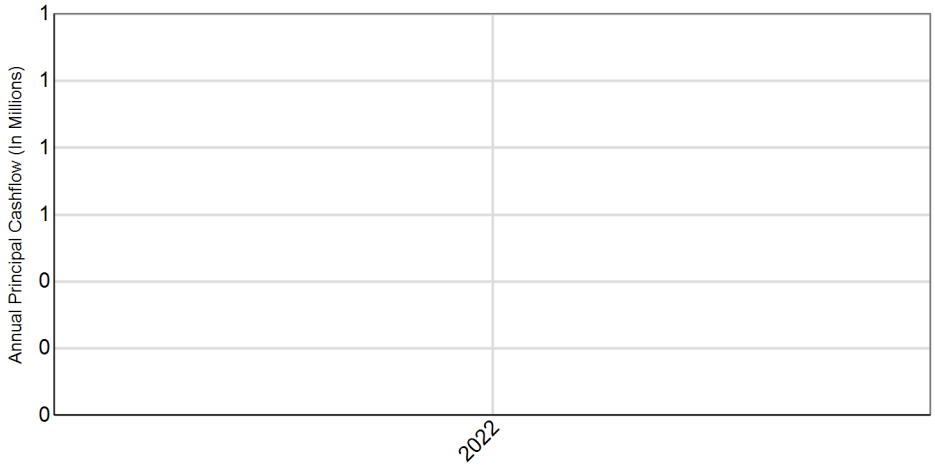


Annual Cashflow Rate Shock

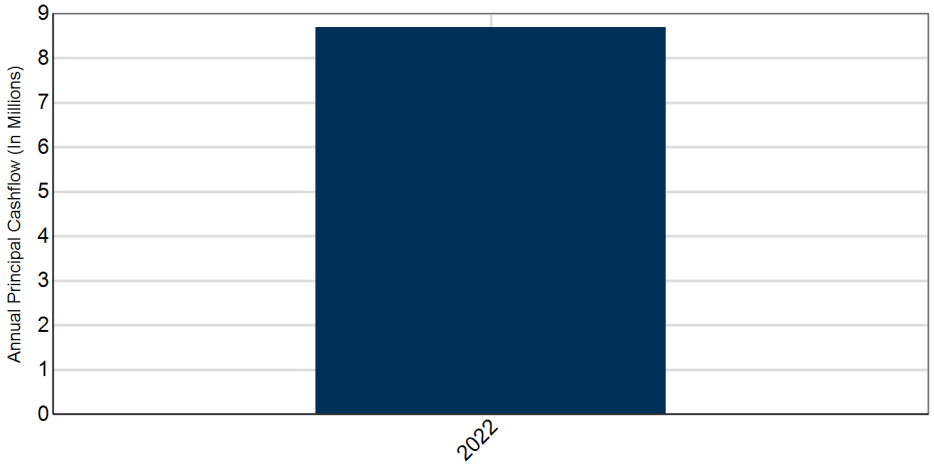
Projected Annual Principal Cashflow +50



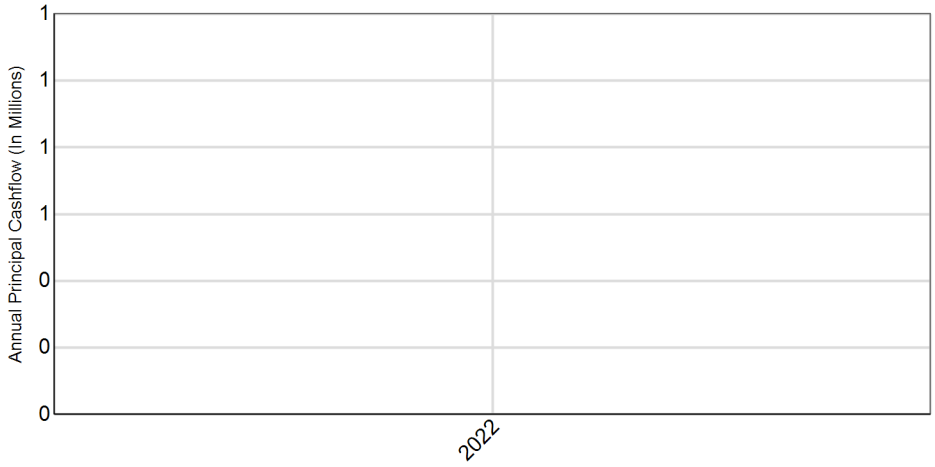
Change in Annual Principal Cashflow +50



Projected Annual Principal Cashflow -50



Change in Annual Principal Cashflow -50



5-Year Quarterly Principal Cash Flow Projections

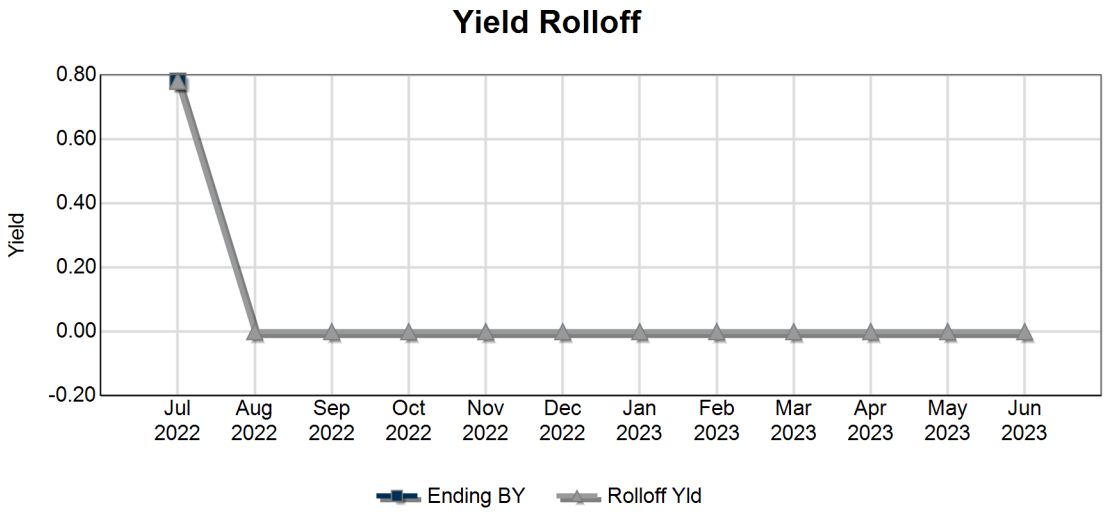
12-Month Principal Cash Flow Projections							Percentage of Total Cash Flow Projections					
Period	+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
Jul 22	8.7	8.7	8.7	8.7	8.7	8.7	100%	100%	100%	100%	100%	100%

5-Year Quarterly Principal Cash Flow Projections							Percentage of Total Cash Flow Projections					
Period	+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
3Q22	8.7	8.7	8.7	8.7	8.7	8.7	100%	100%	100%	100%	100%	100%

In Millions

Cash Flow and Yield Rolloff - Next 12 Months

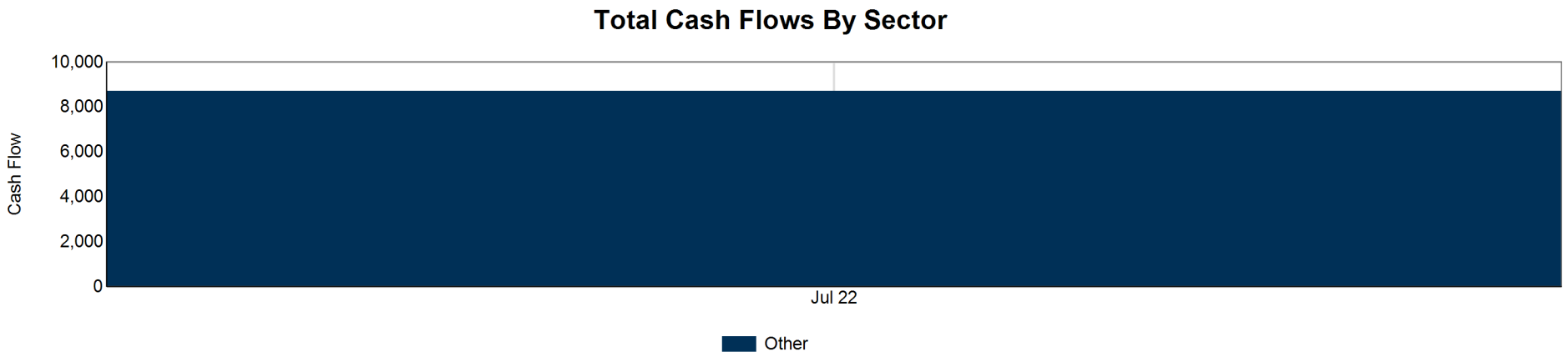
Yield Rolloff				
Month	Begin BY	Principal CF	Rolloff Yld	Ending BY
Jul 2022	0.78	8,701	0.78	
Aug 2022		0	0.00	
Sep 2022		0	0.00	
Oct 2022		0	0.00	
Nov 2022		0	0.00	
Dec 2022		0	0.00	
Jan 2023		0	0.00	
Feb 2023		0	0.00	
Mar 2023		0	0.00	
Apr 2023		0	0.00	
May 2023		0	0.00	
Jun 2023		0	0.00	



Shocked Principal and Interest Cash Flow Analysis							
Year	Mod Up Stp	+100	+50	+25	-25	-50	Mod Dn Flt
Jul 2022	8,707	8,707	8,707	8,707	8,707	8,707	8,707

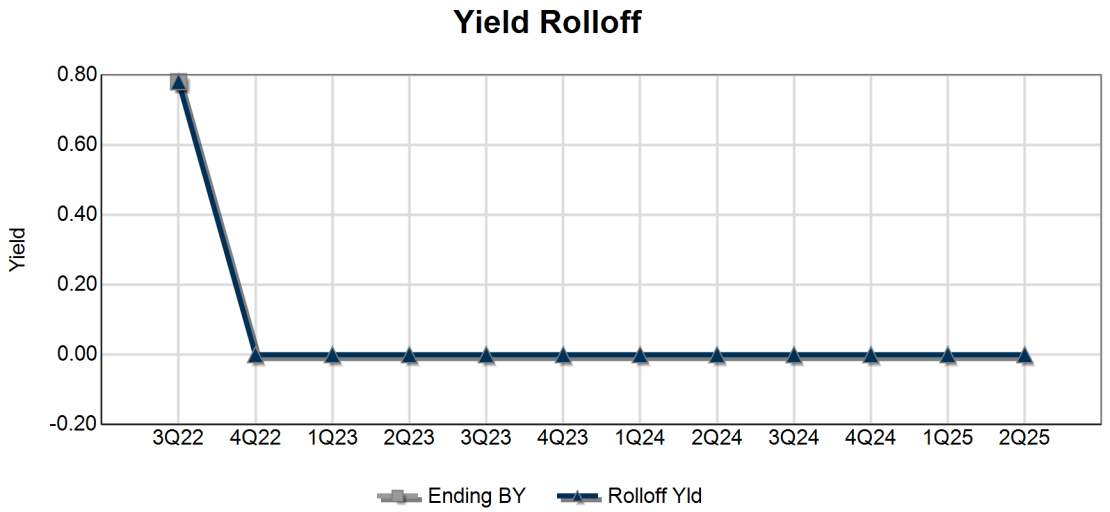
Sector Cash Flow and Yield Rolloff - Next 12 Months

		Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Bk Yld Chg
Other	Cash Flow	8,707	0	0	0	0	0	0	0	0	0	0	0	
	End BY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	Cash Flow	8,707	0	0	0	0	0	0	0	0	0	0	0	
	End BY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Cash Flow and Yield Rolloff - Next 3 Years

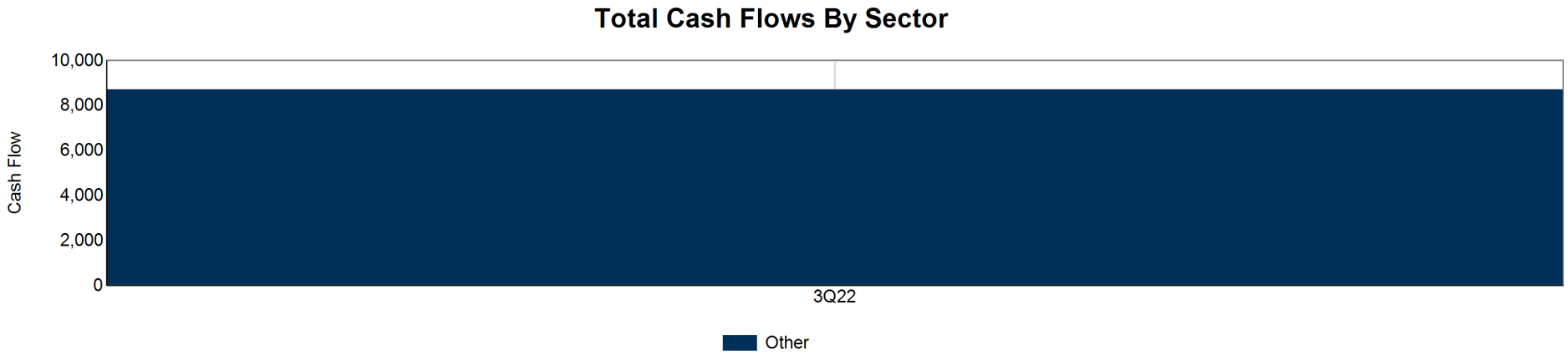
Yield Rolloff				
Quarter	Begin BY	Principal CF	Rolloff Yld	Ending BY
3Q22	0.78	8,701	0.78	
4Q22		0	0.00	
1Q23		0	0.00	
2Q23		0	0.00	
3Q23		0	0.00	
4Q23		0	0.00	
1Q24		0	0.00	
2Q24		0	0.00	
3Q24		0	0.00	
4Q24		0	0.00	
1Q25		0	0.00	
2Q25		0	0.00	



Shocked Principal and Interest Cash Flow Analysis							
Quarter	Mod Up Stp	+100	+50	+25	-25	-50	Mod Dn Flt
3Q22	8,707	8,707	8,707	8,707	8,707	8,707	8,707

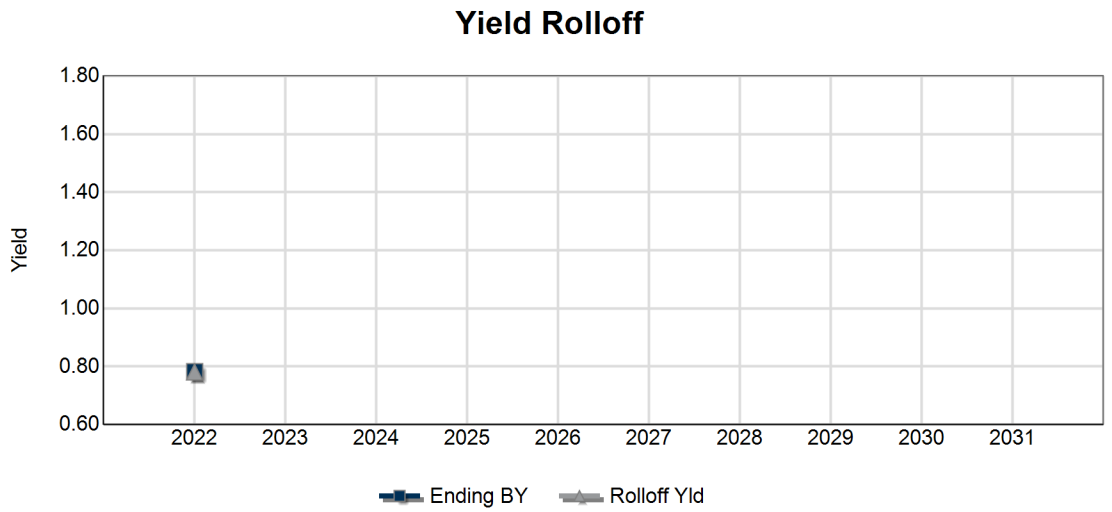
Sector Cash Flow and Yield Rolloff - Next 3 Years

		3Q22	4Q22	1Q23	2Q23	3Q23	4Q23	1Q24	2Q24	3Q24	4Q24	1Q25	2Q25	Bk Yld Chg
Other	Cash Flow	8,707	0	0	0	0	0	0	0	0	0	0	0	
	End BY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	Cash Flow	8,707	0	0	0	0	0	0	0	0	0	0	0	
	End BY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Cash Flow and Yield Rolloff - Next 10 Years

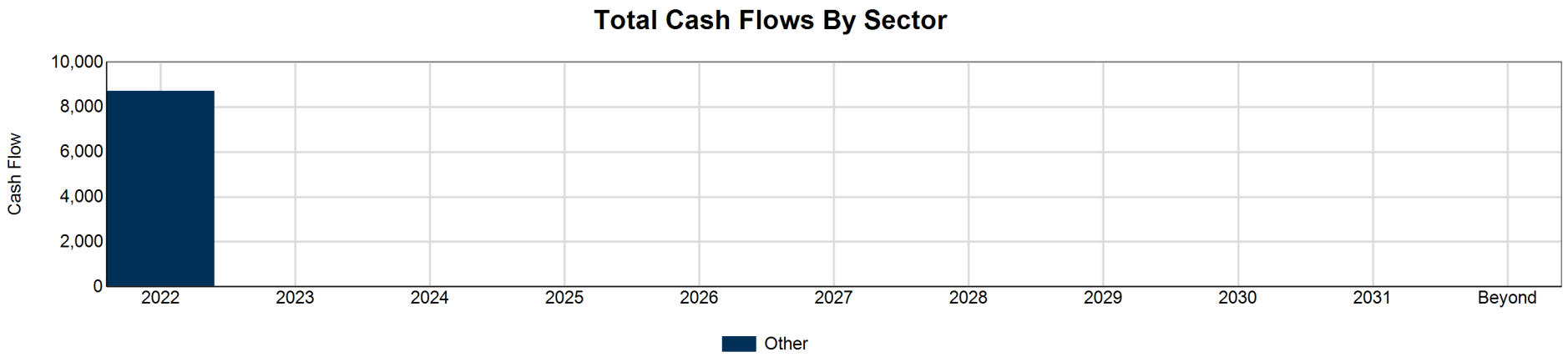
Yield Rolloff				
Year	Begin BY	Principal CF	Rolloff Yld	Ending BY
2022	0.78	8,701	0.78	
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				



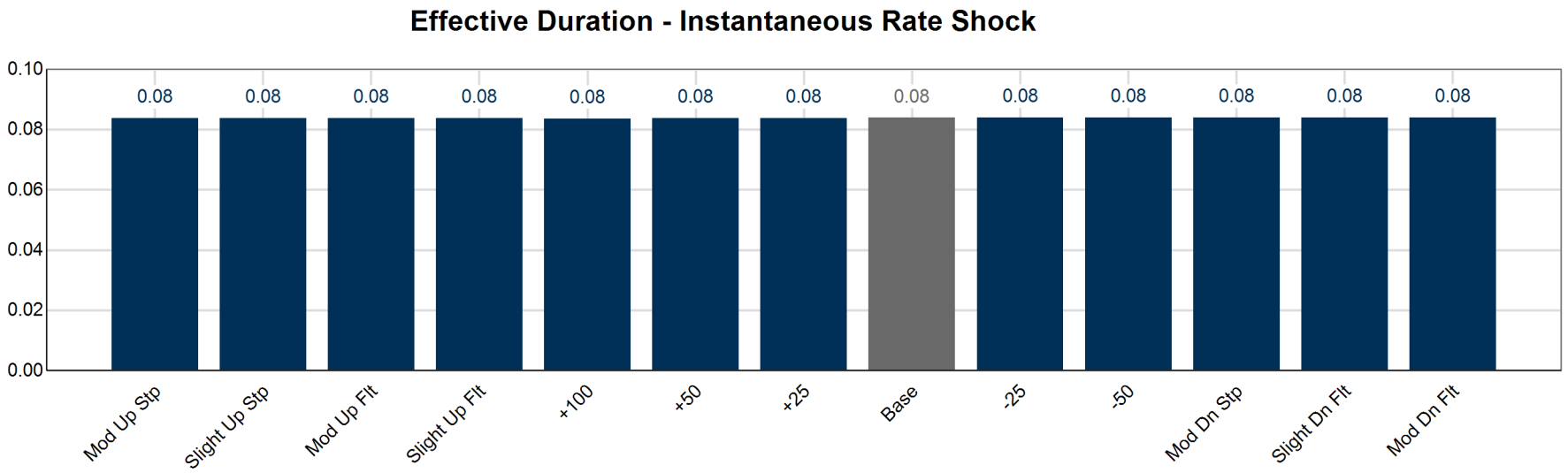
Shocked Principal and Interest Cash Flow Analysis							
Year	Mod Up Stp	+100	+50	+25	-25	-50	Mod Dn Flt
2022	8,707	8,707	8,707	8,707	8,707	8,707	8,707

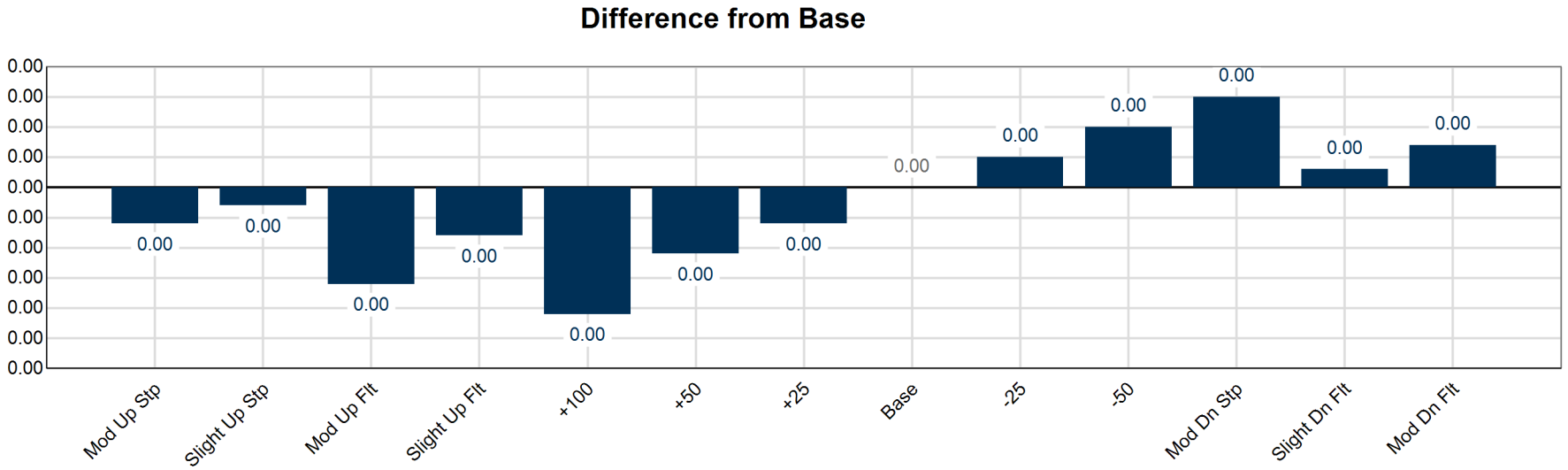
Sector Cash Flow and Yield Rolloff - Next 10 Years

		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Bk Yld Chg
Other	Cash Flow	8,707	0	0	0	0	0	0	0	0	0	
	End BY	0.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-0.78
Total	Cash Flow	8,707	0	0	0	0	0	0	0	0	0	
	End BY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



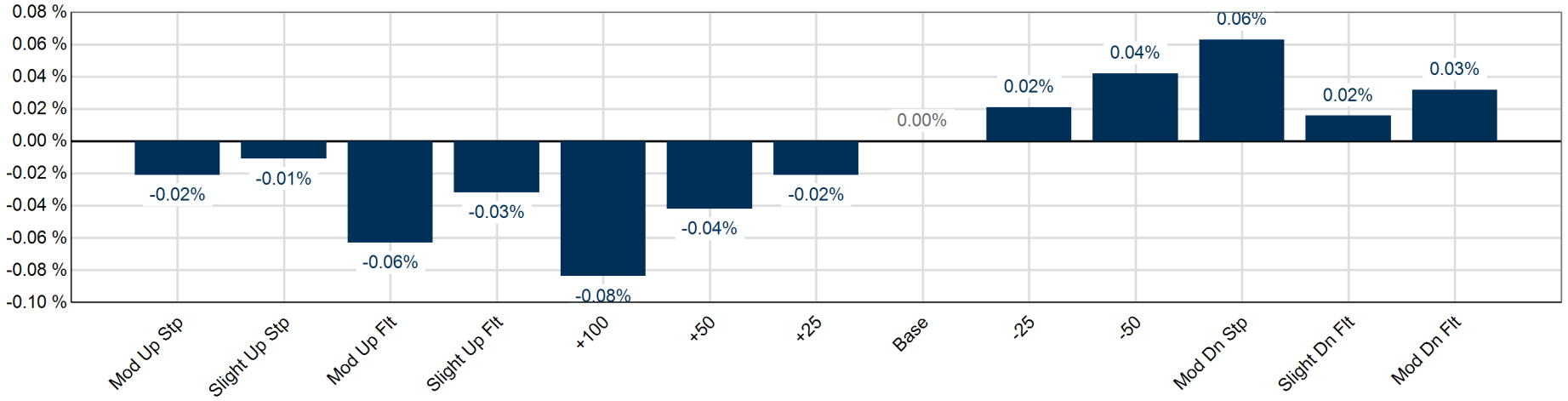
Effective Duration - Instantaneous Rate Shock



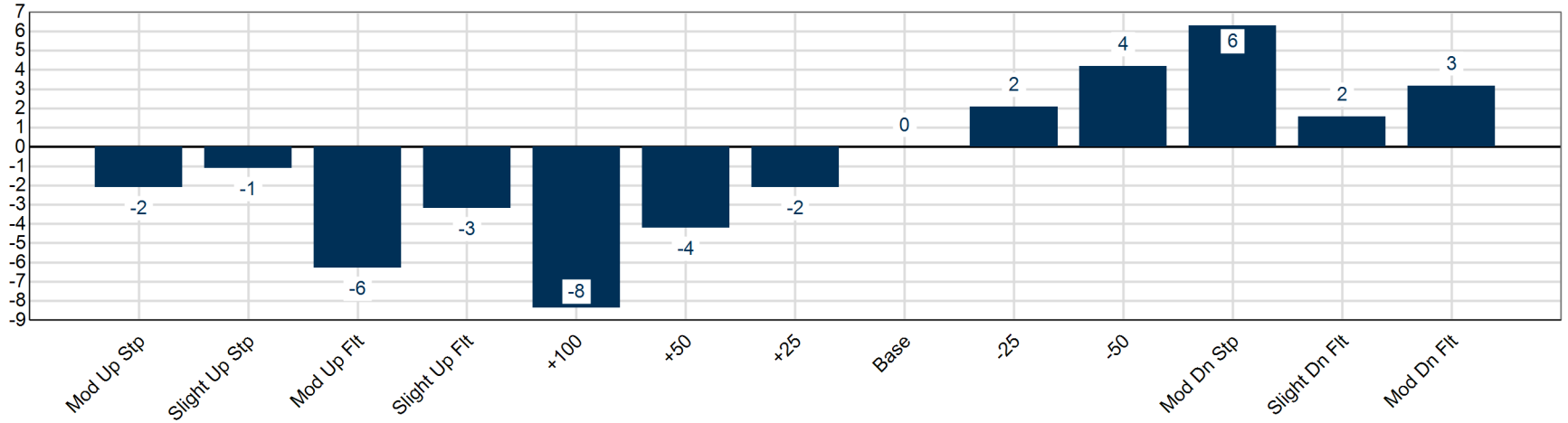


% Px Chng - Instantaneous Rate Shock

Percentage Price Change - Instantaneous Rate Shock

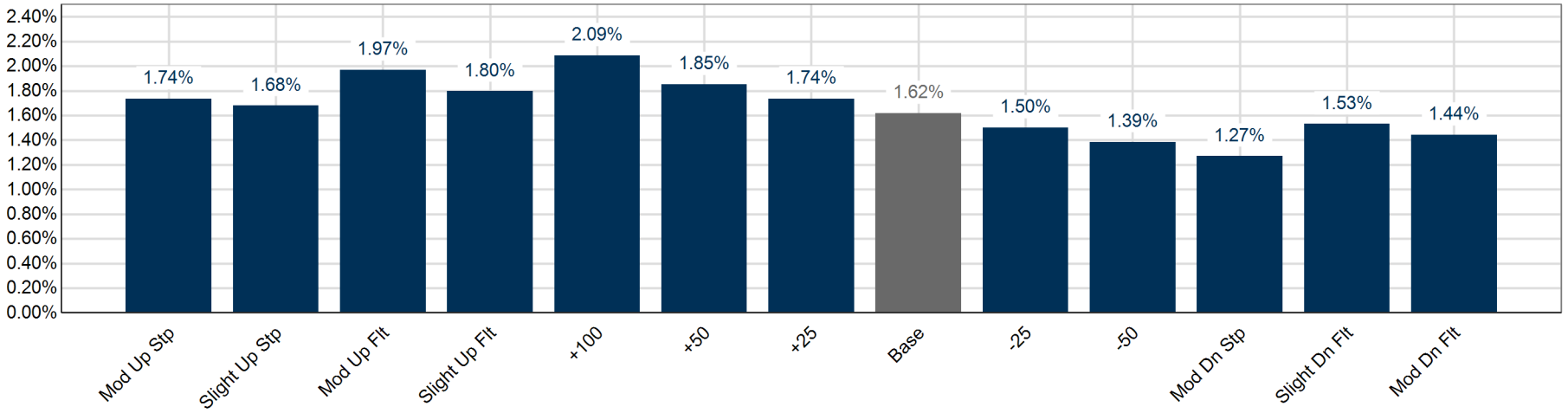


Difference from Base (bps)

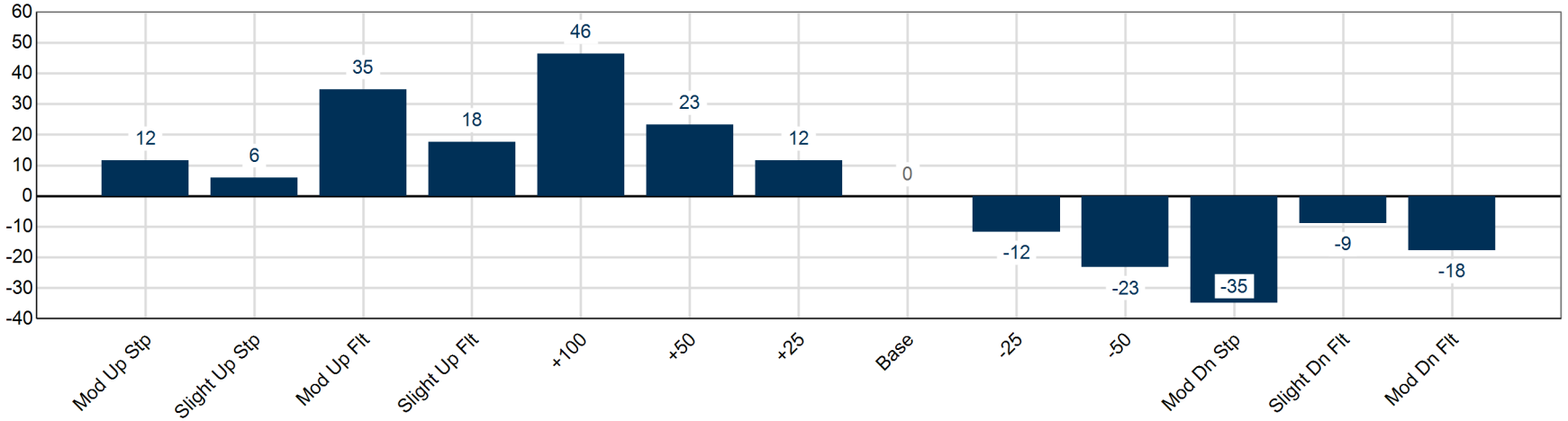


Total Returns - 12mo Horizon

Total Returns Comparison - 12 Mo. Horizon

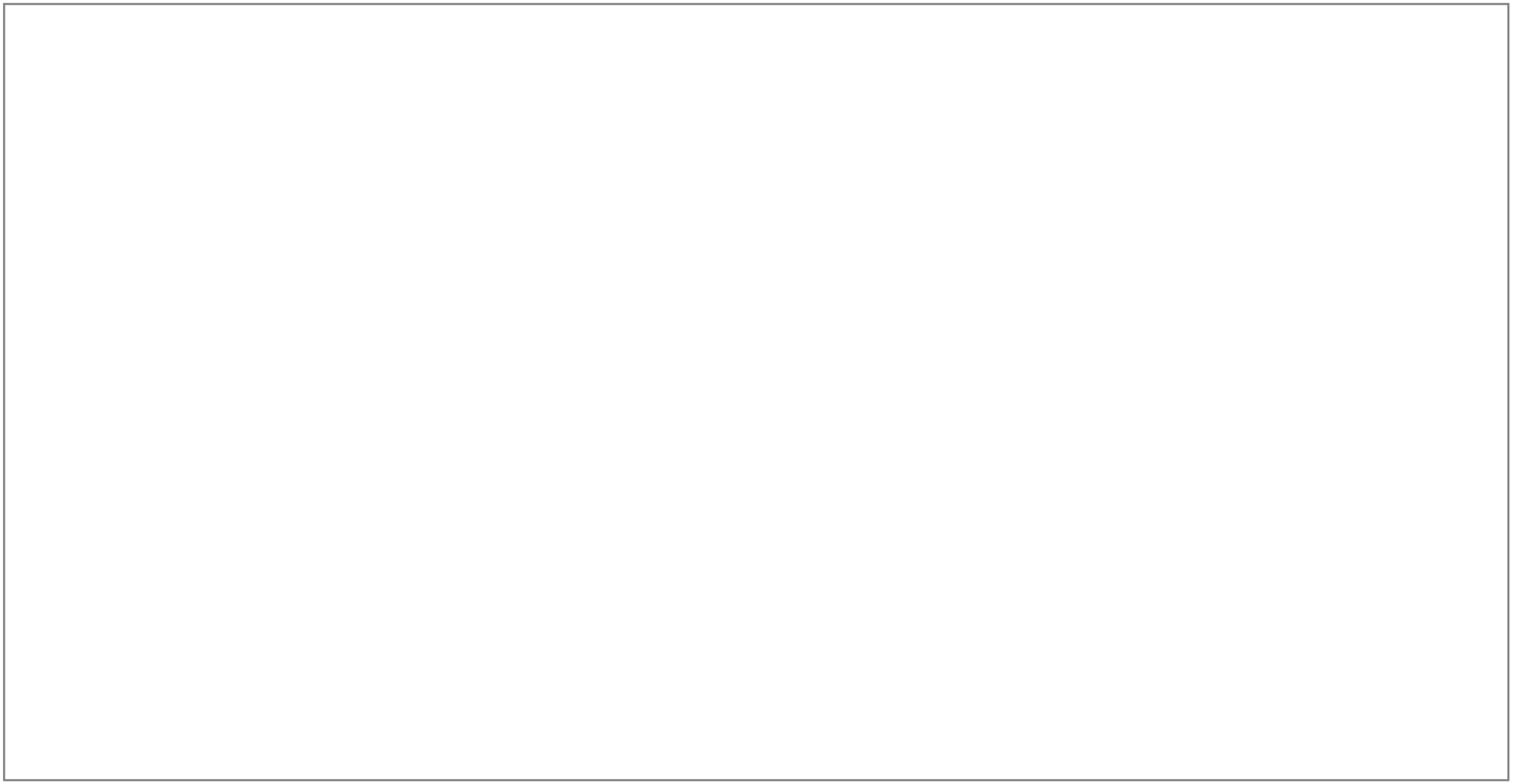


Difference from Base (bps)



Book Yield / Duration

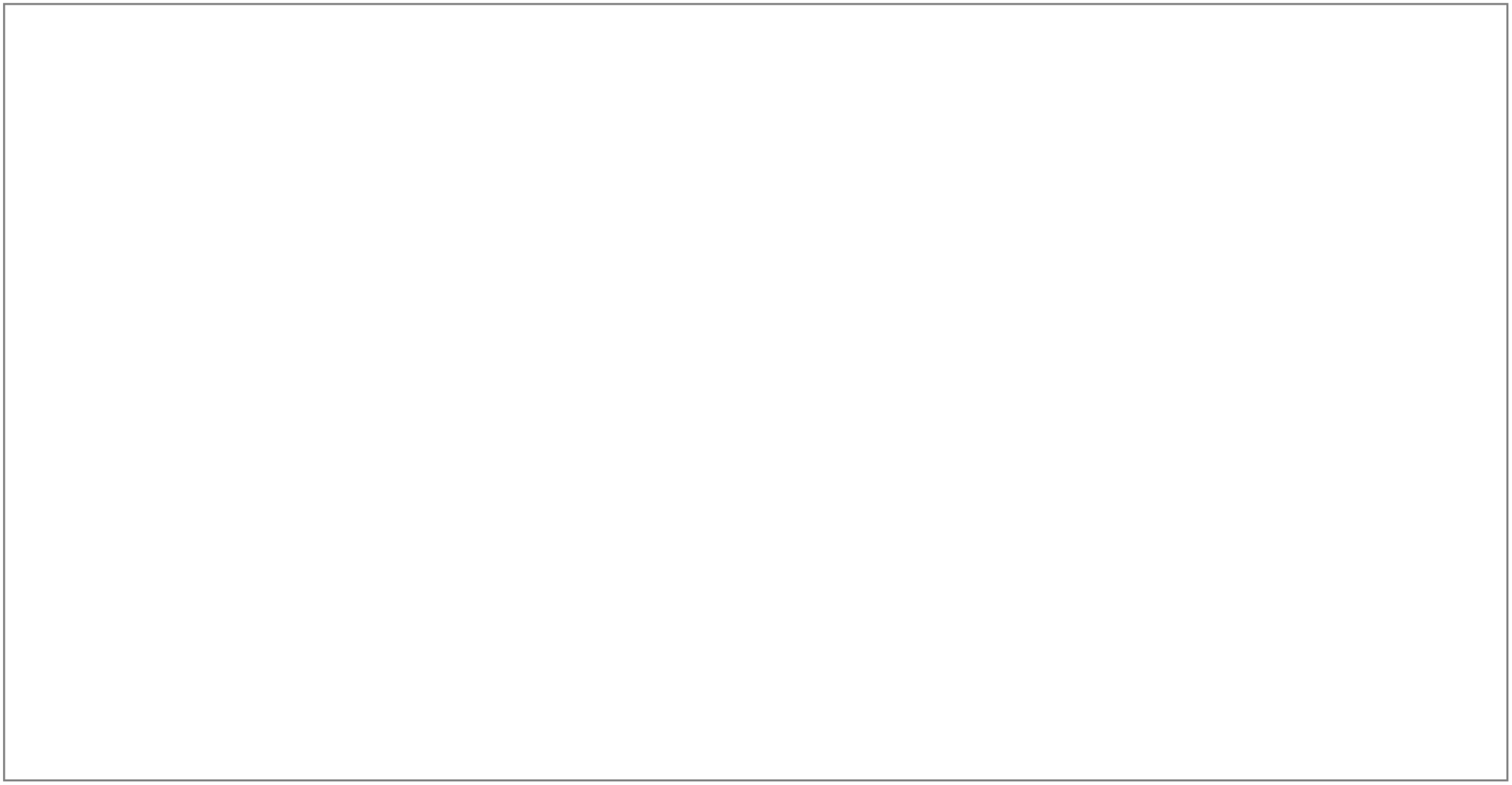
No securities with par > 1 million



*Only securities >=$1mm shown

Market Yield / Duration

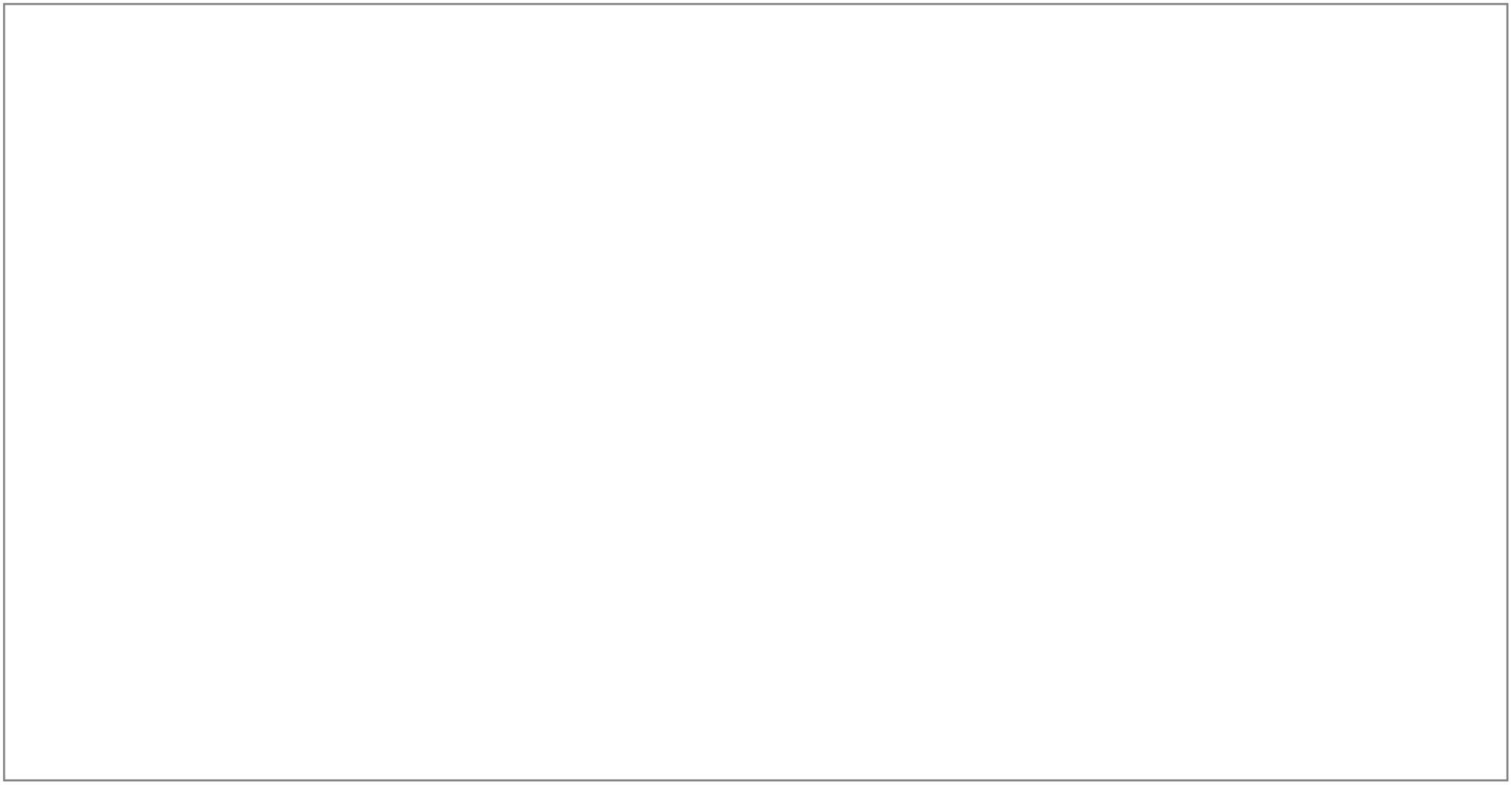
No securities with par > 1 million



*Only securities >=$1mm shown

Total Return / Duration

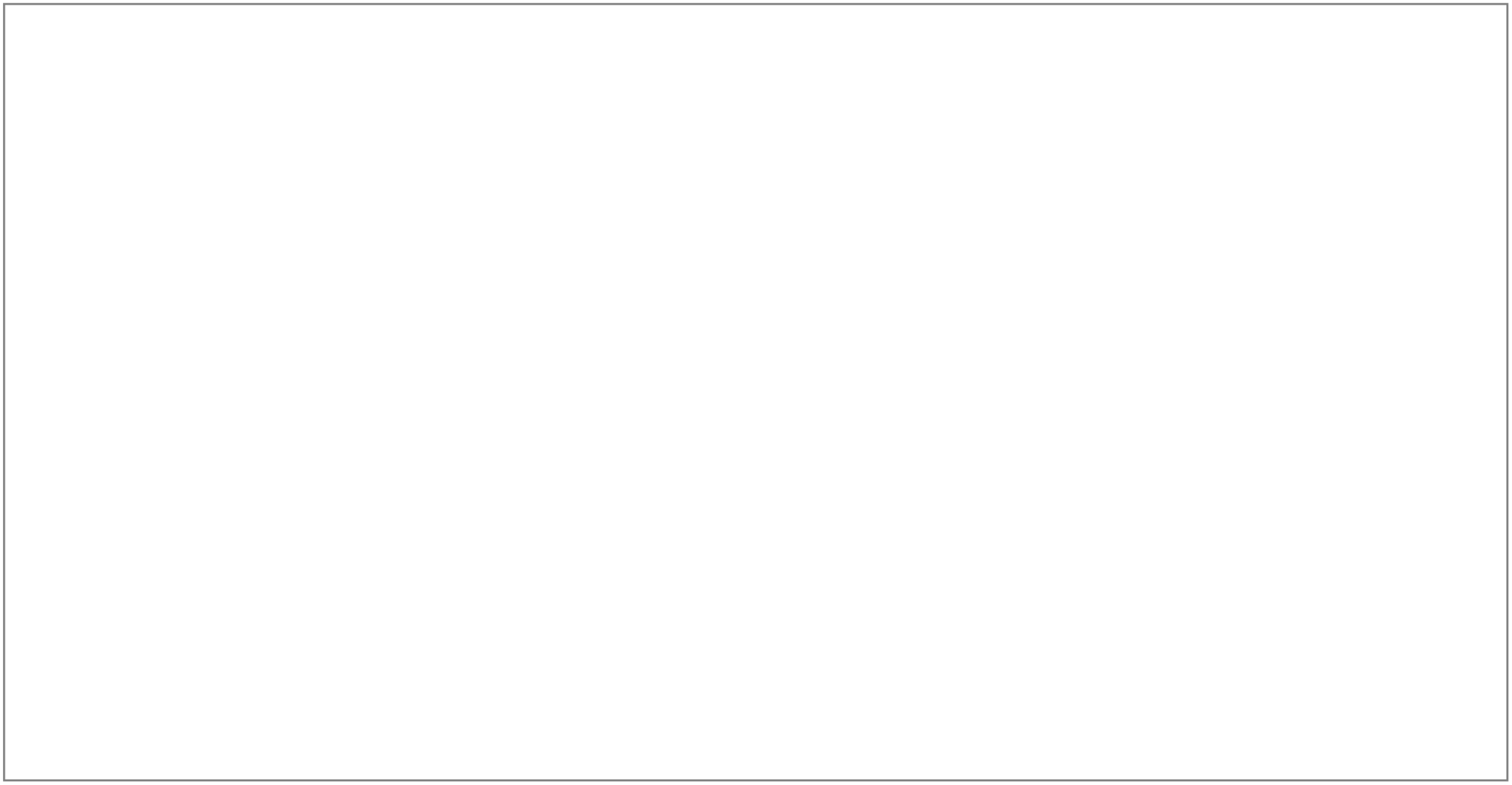
No securities with par > 1 million



*Only securities >=$1mm shown

OAS / Duration

No securities with par > 1 million



*Only securities >=$1mm shown

CD Option - Adjusted Analysis

Bond ID #	CUSIP	Security Description	Ticker	Cpn	Maturity Date	Opt Call	Cpn Type	Industry Sector	Par Value	Book Price	Mkt Price	Book Yield	Market Yield	WAL	Eff Dur	Eff Conv

Book Yield Table - Instantaneous Rate Shock

Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Book Price	Projected Call Date - Instantaneous Rate Shock						Book Yield Table - Instantaneous Rate Shock					
						+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
1	PLMDLLAIF	LAIF		8,701	100.00	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	0.78	0.78	0.78	0.78	0.78	0.78
				8,701	100.00							0.78	0.78	0.78	0.78	0.78	0.78

Market Yield Table - Instantaneous Rate Shock

						Projected Call Date - Instantaneous Rate Shock						Market Yield Table - Instantaneous Rate Shock					
Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Mkt Price	+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
1	PLMDLLAIF	LAIF		8,701	100.00	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	7/31/22	0.78	0.78	0.78	0.78	0.78	0.78
				8,701	100.00							0.78	0.78	0.78	0.78	0.78	0.78

Percentage Price Change / 12 Month Total Return

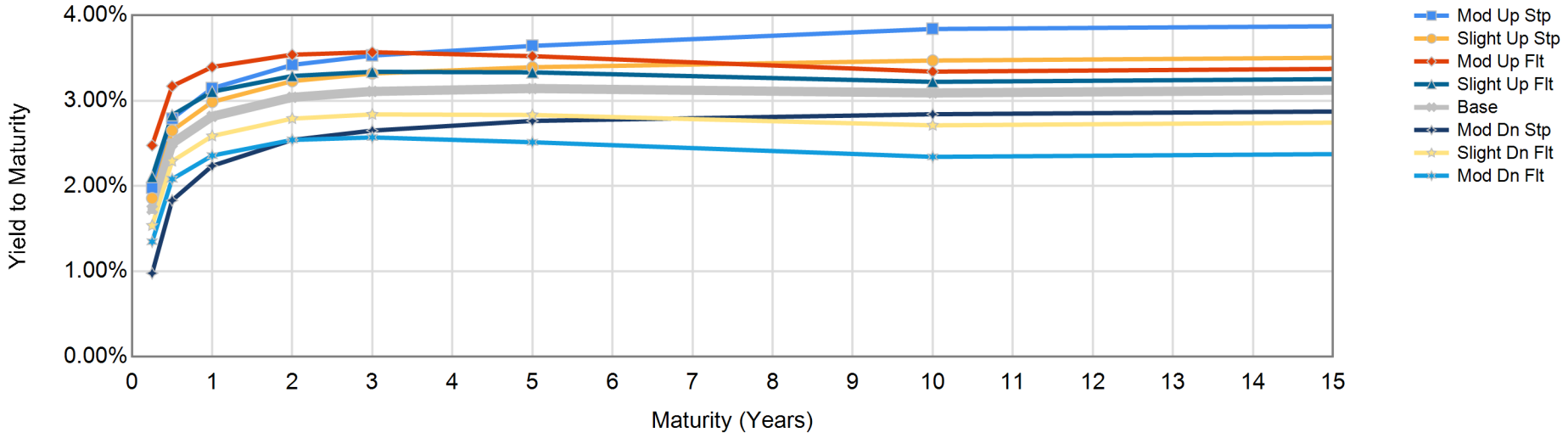
Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Mkt Price	Price Change - Instantaneous Rate Shock						Projected TRR - 12mo. Horizon					
						+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
1	PLMDLLAIF	LAIF		8,701	100.00	-0.08	-0.04	-0.02	0.00	0.02	0.04	2.08	1.85	1.74	1.62	1.50	1.39
				8,701	100.00	-0.08	-0.04	-0.02	0.00	0.02	0.04	2.08	1.85	1.74	1.62	1.50	1.39

Shocked Assumptions

Scenarios

		Mod Up Stp	Slight Up Stp	Mod Up Flt	Slight Up Flt	+100	+50	+25	Base	-25	-50	Mod Dn Stp	Slight Dn Flt	Mod Dn Flt
Shift Amount	3mo	25	13	75	38	100	50	25	0	-25	-50	-75	-19	-38
	6mo	29	15	67	33	100	50	25	0	-25	-50	-67	-21	-42
	12mo	33	17	58	29	100	50	25	0	-25	-50	-58	-23	-46
	2yr	38	19	50	25	100	50	25	0	-25	-50	-50	-25	-50
	3yr	42	21	46	23	100	50	25	0	-25	-50	-46	-27	-54
	5yr	50	25	38	19	100	50	25	0	-25	-50	-38	-31	-63
	10yr	75	38	25	13	100	50	25	0	-25	-50	-25	-38	-75
	30yr	75	38	25	13	100	50	25	0	-25	-50	-25	-38	-75
Shock Horizon		0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months
Total Return Horizon		12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months
Shift Timing to Horizon		Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped
Curve Type		Static	Static	Static	Static	Static	Static	Static	Static	Static	Static	Static	Static	Static

US Treasury Curve | Scenarios



Assumptions

• Calculation Engine	The Yield Book © and ZM Financial
• Prepayment Model	The Yield Book ©
• Data Sources	The Yield Book ©, Reuters, Intex, KDS and Stifel
• Curve Date	Same as Portfolio As Of Date
• Curve Type Used	Swap Curve
• Market Prices	Market prices are indications only, provided by Reuters unless otherwise specified
• Horizon Price Methodology	Constant OAS where possible; constant nominal spread change as a secondary method
• Horizon Period	0 month horizon for immediate rate shock scenarios; 12 month horizon for total return scenarios
• Reinvestment Rate	3 Month LIBOR
• Cost of Funds	0.00%
• Tax Rate	00.0%
• Subtotal Weightings	Overall totals and subtotals are weighted by market value

Additional Information

Adjustable Rate Securities - YTM for ARMs and floaters assumes the coupon resets based on index levels implied by the static curve.

Projected Call Methodology - The method used to determine the call assumes a small internal margin to account for the "cost to call."

Municipals - For taxable institutions, the above tax rate detailed - along with TEFRA adjustments for BQs - is used to calculate TEY unless otherwise noted.

Original Face - If original face was not supplied, original face was estimated by dividing current face by current factor.

Dollar Amounts - Unless otherwise specified, dollar amounts are displayed in thousands (000s).

Disclaimer

The information contained herein has been prepared from sources believed reliable but is not guaranteed by Stifel and is not a complete summary or statement of all available data, nor is it to be construed as an offer to buy or sell any securities referred to herein. Opinions expressed are subject to change without notice and do not take into account the particular investment objectives, financial situation, or needs of investors. Employees of Stifel or its affiliates may, at times, release written or oral commentary, technical analysis, or trading strategies that differ from the opinions expressed within. No investments or services mentioned are available to "private customers" in the European Economic Area or to anyone in Canada other than a "Designated Institution." Stifel and/or its employees involved in the preparation or the issuance of this communication may have positions in the securities or options of the issuer/s discussed or recommended herein. Securities identified herein are subject to availability and changes in price.

Stifel is a multi-disciplined financial services firm that regularly seeks investment banking assignments and compensation from issuers for services including, but not limited to, acting as an underwriter in an offering or financial advisor in a merger or acquisition, or serving as a placement agent in private transactions. Moreover, Stifel and its affiliates and their respective shareholders, directors, officers, and/or employees, may from time to time have long or short positions in such securities or in options or other derivative instruments based thereon.

Readers of this report should assume that Stifel or one of its affiliates is seeking or will seek investment banking and/or other business relationships with the issuer or issuers, or borrower or borrowers, mentioned in this report. Stifel's Fixed Income Capital Markets research and strategy analysts ("FICM Analysts") are not compensated directly or indirectly based on specific investment banking services transactions with the borrower or borrowers mentioned in this report or on FICM Analyst specific recommendations or views (whether or not contained in this or any other Stifel report), nor are FICM Analysts supervised by Stifel investment banking personnel; FICM Analysts receive compensation, however, based on the profitability of both Stifel (which includes investment banking) and Stifel's Fixed Income Capital Markets. The views, if any, expressed by FICM Analysts herein accurately reflect their personal professional views about subject securities and borrowers. For additional information on investment risks (including, but not limited to, market risks, credit ratings, and specific securities provisions), contact your Stifel financial advisor or salesperson.

High yield fixed income securities, or fixed income securities that don't have credit ratings from nationally recognized statistical rating organizations, may be subject to greater fluctuations in price and greater risk of loss of income and principal, due to greater potential default risk by the associated borrowers than fixed income securities that have investment grade credit ratings from the nationally recognized statistical rating organizations.

All Moody's Ratings data, furnished by Stifel pursuant to this subscription agreement are proprietary to Stifel (or Stifel's licensors) and are so furnished at subscriber's request and for subscriber's exclusive use. No Moody's Ratings data so furnished may be copied or otherwise reproduced, repackaged, further transmitted, transferred, disseminated, distributed, redistributed, sold, resold, leased, rented, licensed, sublicensed, altered, modified, adapted, or stored for subsequent use for any such purpose, in whole or in part, in any form or manner or by any means whatsoever, by subscriber or any other person or entity, without Stifel's prior written consent (or that of Stifel's licensors', as applicable).

The accuracy of the financial projections is dependent on the occurrence of future events which cannot be assured; therefore, the actual results may vary from the projections and future results are not guaranteed.

For additional information on investment risks (including but not limited to, market/credit risks, credit ratings, and specific securities provisions), contact your Stifel Fixed Income representative.

© 2022 Stifel, Nicolaus & Company, Incorporated | Member NYSE, FINRA, SIPC One South Street, Baltimore, MD 21202. All rights reserved.

City Council Staff Report

DATE: **AUGUST 3, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**

FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE FIRST AMENDMENT TO AGREEMENT WITH EIDE BAILLY, LLP TO PROVIDE AUDIT SERVICES FOR AN ADDITIONAL AMOUNT OF $75,000, AND A NOT TO EXCEED AMOUNT OF 398,792 FOR A ONE (1) YEAR TERM THROUGH JUNE 30, 2023.**

ISSUE

Approve First Amendment to Agreement with Eide Bailly, LLP to provide audit services for an additional amount of $75,000, and a not to exceed amount of $398,792 for a one (1) year term through June 30, 2023.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve First Amendment to Agreement A-7499 for audit services between the City of Palmdale and Eide Bailly, LLP for a term of One (1) year commencing on July 1st, 2022, through June 30th, 2023

2. Direct the Acting City Attorney to finalize the First Amendment to Agreement A-7499 and authorize the Interim City Manager or her designee to execute the agreement, including making minor and non-substantive changes.

BACKGROUND

The City of Palmdale is required to have annual audits performed by an independent audit firm in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the Governmental Auditing Standards issued by the Comptroller General of the United States, the provisions of the Federal Single Audit Act as amended in 1996, and the U.S. Office of Management and Budget (OMB) circular A-133 Audits of State and Local Governments and Non-Profit Organizations.

In 2021 the City engaged in an agreement with Eide Bailly, LLP to provide auditing services for the City of Palmdale, The Palmdale Civic Authority, the Palmdale Financing

Authority, the City of Palmdale Housing Authority, and the Palmdale Community Foundation. In addition to performing financial audits, they have also performed the Single Audit, an audit of the City's GANN limit calculation for a two-year term, performing services for Fiscal Year 2020-21 and Fiscal Year 2021-22.

DISCUSSION

In order to comply with the requirement of new Governmental Accounting Standards Board (GASB) pronouncements such as GASB Statement No. 87 (Leases), GASB Statement No. 96 (Subscription Based Information-Technology Arrangements) and GASB Statement No. 101 (Compensated Absences), the City has determined that amending the contract to include expanded audit procedures and implementation support is beneficial to the City. Failure to comply with the GASB Pronouncements can result in an "unclean" or qualified audit opinion, which may limit a government's ability to issue bonds by either prohibiting their issuance or requiring a higher interest rate on those bonds.

Eide Bailly, LLP is a top 25 CPA and consulting firm. Their knowledge and expertise will continue to benefit the City, solidifying our financial strength and positioning us for future growth and stability. Eide Bailly, LLP has extensive experience auditing California Cities, Counties, School Districts, and Other Special Districts creating a vast knowledge of California Revised Statutes and California Administrative Codes. The firm also has extensive experience auditing the City of Palmdale – in depth knowledge of the City's Departments and employees including operations, internal controls, and risks making the potential transition seamless while the new GASB standards are implemented.

FISCAL IMPACT

$75,000; savings due to vacant positions are available in the department's salary and benefit accounts. $15,000 is budgeted and available in account 10115001-721410 Cont Svcs–Audit. $50,000 is to be transferred from 10115001-701000/705000 Salary/Benefits to 10115001-721410 Cont Svcs-Audit to cover this amendment.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

A. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

C. Involve and expand engagement to enhance public oversight and transparency

Prepared by:	Janelle Samson, Director of Finance
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Attachment ‘A’ – First Amendment to Agreement A-7499

FIRST AMENDMENT TO AGREEMENT A-7499
BETWEEN THE CITY OF PALMDALE AND EIDE BAILLY

This FIRST Amendment to Agreement No. A-7499 (“Agreement”) between the City of Palmdale and EIDE BAILLY is made and entered into this 01 day of JULY, 2022 by and between the City of Palmdale (hereinafter called “CITY”) and EIDE BAILLY (hereinafter called "CONSULTANT").

WHEREAS, the CITY and CONSULTANT entered into an agreement to provide:

Auditing services for the City of Palmdale including auditing of the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprises the basic financial statements of the City as of and for each year of the Contract term.

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Contract, and if required, is duly registered under the laws of the State of California.

NOW THEREFORE, the parties agree as follows:

Section 1 (Description of Work) Shall be Amended as follows to include the below:

K. GASB 87

CONSULTANT shall provide consulting services in connection with the implementation of GASB 87 pronouncement. This includes assistance with the inspection of leases for potential terms that trigger GASB 87 recognition. This will be completed in 2 phases.

-PHASE ONE

CONSULTANT shall review with the City’s staff, typical lease contracts and business areas that fall within GASB 87 and potential types of leases that are required under GASB 87 that may have potential qualifying lease arrangements.

CONSULTANT shall review all lease contracts and document the approach to determine the lease eligibility under GASB 87.

CONSULTANT shall provide a comprehensive list of all contracts reviewed and indicate whether they meet the GASB 87 definition for lessee/lessor and provide reason and documentation to support the decision.

-PHASE TWO

CONSULTANT shall gather and include in the list key data and information to determine, at a minimum, the lease term, payment terms, calculated lease liability/asset and deferred outflow/inflow for GASB 87 calculations. Such information will be input in the CONSULTANTS licensed software application, for leases that

meet the GASB 87 definition.

CONSULTANT shall provide a master schedule summarizing the calculations and other relevant information used to determine the value for each lease including current year expense and remaining life expense.

CONSULANT shall prepare and provide the appropriate journal entries for the yearend implementation of GASB 87 (fiscal year 2021/2022 – including current year and prior years' restatement entries) and the footnote disclosures for the annual comprehensive financial report (ACFR).

CONSULTANT shall assist in developing on-going process and controls to maintain the lease inventory and accounting and reporting process

CONSULTANT shall Respond to the City's follow-up audit questions and provide additional information as needed to complete GASB 87 lease accounting and disclosures during the fiscal year 2021/2022 audit.

DELIVERABLES:

-PHASE ONE

CONSULTANT shall provide A comprehensive list of all contracts reviewed; indication whether they meet the GASB 87 definition for lessee/lessor and provide reason and documentation to support the decision.

- For leases that meet the GASB 87 definition, gather and include in the list key data and information to determine, at a minimum, the lease term, payment terms, calculated lease liability/asset and deferred outflow/inflow for GASB 87 calculations.

-PHASE TWO

CONSULTANT shall provide A master schedule summarizing the calculation and other relevant information used to determine the value for each lease including prior year expense, current year expense and remaining life expense.

CONSULTANT shall provide appropriate journal entries for the year end implementation of GASB 87 and the footnote disclosures for the annual comprehensive financial report.

CONSULTANT shall provide A matrix to track leases going forward and provide ability for finance staff to maintain and use a tool for yearend journal entries/accruals.

CONSULTANT shall provide ongoing support on follow-up questions on GASB 87, Leases accounting and disclosures.

L. COMPENSATED ABSENCES:

Obtain an understanding of:

-The systems/modules used to capture accruals for compensated absences

-The procedures used to capture and reduce compensated absences balances on a per employee basis

- The procedures used to reconcile compensated absences balances (hours) between systems/modules

-Test the procedures on a sample basis and provide any recommendations.

Section 9 (Compensation) shall be amended as follows to include the below:

The compensation identified in Section 9 is amended to increase the total price of the Agreement by Seventy Five Thousand, for a not to exceed total contract price of Three Hundred Ninety -Eight Thousand Seven Hundred Ninety-Two dollars ($398,792).

Task	Fee
FY 2021 Financial Audit Services	$15,000
GASB 87 Implementation Services - Phase One	$32,000
GASB 87 Implementation Services - Phase Two	$25,500
Compensated Absences Audit Procedures	$2500

Section 11 (Insurance) shall be amended as follows:

11.1.2. Professional Liability Insurance
- $5,000,000.00 with no deductible, or;
- Comparable alternatives as determined by the City Attorney; and
- Policy form on a claims-made basis

All other terms and conditions remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

Ronda Perez Date
Interim City Manager

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Highway Suite D
Palmdale, CA 93550

APPROVE AS TO FORM:

Scott E. Porter
Acting City Attorney

ATTEST:

Shanae S. Smith
City Clerk

EIDE BAILLY:

07/22/2022

Roger Alfaro Date
Partner

ADDRESS FOR NOTICE:
EIDE BAILLY
10681 Foothill Blvd., Ste. 300
Rancho Cucamonga, Ca 91730

ATTEST: If Corporation

Secretary

City Council Staff Report

DATE: **AUGUST 3, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER'S OFFICE – FINANCE DIVISION**

DISTRICT: **ALL**

SUBJECT: **APPROVE SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH LANCE, SOLL, & LUNGHARD, LLP FOR AN ADDITIONAL AMOUNT OF $27,400, NOT TO EXCEED AMOUNT OF $237,400 FOR A FOUR (4) YEAR TERM THROUGH MARCH 30, 2026.**

ISSUE

Approve Second Amendment to professional services Agreement with Lance, Soll, & Lunghard, LLP for an additional amount of $27,400, not to exceed amount of $237,400 for a four (4) year term through March 30, 2026.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Second Amendment to professional services Agreement A-7459 with Lance, Soll, & Lunghard, LLP for an additional amount of $27,400, not to exceed amount of $237,400 for a four (4) year term through March 30, 2026.

2. Direct the Acting City Attorney to finalize the Second Amendment to Agreement A-7459 and authorize the Interim City Manager or her designee to execute the agreement, including making minor and non-substantive changes.

BACKGROUND

The City of Palmdale is required to produce annual financial statement package, commonly known as ACFR (Annual Comprehensive Financial Reports). ACFR is a set of financial statements for a state, municipality or other governmental entity that comply with the accounting requirements established by the Governmental Accounting Standard Board (GASB). It must be audited by an independent auditor using generally accepted government auditing standards. Because the city's financial software (Munis) does not have the capability to produce those statements in a format required by GASB and other government bodies, third-party software was needed.

On August 1, 2021, the City of Palmdale engaged in an agreement with Lance, Soll, & Lunghard LLP, a CPA company, to provide CaseWare ACFR implementation, as well as its training and support. Also included in the agreement was to create a customized CaseWare templates to assist with the automation of the Annual Comprehensive

Financial Report (ACFR) that consists of Financial Statements, Cashflow Statement, Management Discussion and Analyst, Notes, and Statistical Section.

DISCUSSION

The Second amendment to the agreement is being requested to provide additional on-site professional services to assist in the completion of the City's Annual Comprehensive Financial Report (ACFR) for FY 2021-22. The Second amendment will amend the scope of services to include Senior level assistance to be provided on-site for a 40-hour work week to assist the Finance Department in completing this project.

Lance, Soll, & Lunghard LLP is the largest accounting firm in Orange County, California and has been in business for 85 years. Their knowledge and expertise will continue to benefit the City, solidifying our financial strength and positioning us for future growth and stability. They have extensive experience in financial reporting, getting the most out of CaseWare, automating accounting processes and providing support and training to California Cities, Counties, School Districts, and Other Special Districts.

FISCAL IMPACT

$27,400; savings due to vacant positions are available in the department's salary and benefit accounts. Funds are to be transferred from 10115001-701000/705000 Salary/Benefits to Professional Services 10115001-721960 to cover this amendment.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

B. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

C. Involve and expand engagement to enhance public oversight and transparency.

Prepared by:	Janelle Samson, Director of Finance
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott Porter, Acting City Attorney

ATTACHMENTS

1. Second Amendment to Agreement A-7459

2nd AMENDMENT TO AGREEMENT A-7459
BETWEEN THE CITY OF PALMDALE AND LANCE, SOLL & LUNGHARD, LLP.

This 2nd Amendment to Agreement No. A-7459 (“Agreement”) between the City of Palmdale and LANCE, SOLL & LUNGHARD, LLP. is made and entered into this 3rd day of AUGUST, 2022 by and between the City of Palmdale (hereinafter called “CITY”) and LANCE, SOLL & LUNGHARD, LLP. (hereinafter called "CONSULTANT ").

WHEREAS, the CITY and CONSULTANT entered into an agreement to provide:

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Contract, and if required, is duly registered under the laws of the State of California.

NOW THEREFORE, the parties agree as follows:

1. Amend Section 9, Compensation, of the Agreement to increase the total price by $27,400.00, for a not to exceed amount of $237,400.00, for on-site consulting services relating to the preparation of the City's FY 2021-22 Annual Comprehensive Financial Report (ACFR).

2. All other terms and conditions remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

RONDA PEREZ Date
INTERIM CITY MANAGER

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 SIERRA HIGHWAY SUITE D
Palmdale, CA 93550

APPROVE AS TO FORM:

Scott E. Porter
Acting City Attorney

ATTEST:

Shanae S. Smith
City Clerk

LANCE, SOLL & LUNGHARD, LLP.:

Gail Gray Jul 19, 2022

GAIL GRAY Date
TECHNOLOGY PARTNER

ADDRESS FOR NOTICE:
LANCE, SOLL & LUNGHARD, LLP.
203 N. BREA BLVD., SUITE 203
BREA, CA 92821

ATTEST: If Corporation

Secretary

Ammendment to extend ACFR Support Contract

Final Audit Report 2022-07-19

Created:	2022-07-19
By:	Natalie Freitas (Natalie.Freitas@lslcpas.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyWiVZIWoZFS7wPaqF1fgF-c0rHkGStUi

"Ammendment to extend ACFR Support Contract" History

Document created by Natalie Freitas (Natalie.Freitas@lslcpas.com)
2022-07-19 - 1:16:52 PM GMT- IP address: 189.204.200.163

Document emailed to Gail Gray (gail.gray@lslcpas.com) for signature
2022-07-19 - 1:18:12 PM GMT

Email viewed by Gail Gray (gail.gray@lslcpas.com)
2022-07-19 - 1:18:19 PM GMT- IP address: 40.94.27.126

Document e-signed by Gail Gray (gail.gray@lslcpas.com)
Signature Date: 2022-07-19 - 1:20:54 PM GMT - Time Source: server- IP address: 189.204.200.163

Agreement completed.
2022-07-19 - 1:20:54 PM GMT

Adobe Acrobat Sign

City Council Staff Report

DATE: **AUGUST 3, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **NEIGHBORHOOD SERVICES DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2022-085, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, AUTHORIZING THE SUBMISSION OF THE APPLICATION FOR THE 2022 LOCAL EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM TO RECEIVE A GRANT ALLOCATION OF $50,943**

ISSUE

Adopt Resolution No. CC 2022-085, a resolution of the City Council of the City of Palmdale, authorizing the submission of the application for the 2022 Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

RECOMMENDATION

Staff recommends the City Council:

1. Adopt Resolution No. CC 2022-085 authorizing the submission of the application for the 2022 JAG grant.
2. Authorize the City Manager or their designee to execute any documents related to the application, acceptance, and implementation of the grant.

BACKGROUND

Since November 2005, the City has contracted for two (2) additional motorcycle deputies, bringing the total number of motorcycle deputies contracted with the Los Angeles Sheriff's Department to five (5) and includes one (1) motorcycle sergeant. The two additional motor deputies have provided critical services in traffic and crime deterrence.

Each year the City sets goals to help reduce overall collisions and incidents. The City proposes to reduce and maintain overall collisions in the City by 4%; reduce speed related collisions by 4%; reduce DUI/DWI collisions by 5%, and reduce the percentage of DUI/DWI related collisions involving an injury or fatality by 5% by June 30, 2023. In 2021, DUI/DWI collisions involving injury were reduced by 25.76% and the percentage of DUI/DWI collisions resulting in a fatality were reduced by 50%. The two grant

deputies also issued 2,428 citations for hazardous violations, concentrating on the speed-related problem areas throughout the City, particularly around school zones. A total of 269 non-hazardous citations were also issued and 137 traffic related arrests were made.

The deputies are available to respond to calls for service and will work in coordination with the City's Neighborhood Services Department to identify high-risk areas and other areas of concern, such as school zones. In addition, the deputies are responsible for conducting DUI/DWI checkpoints and neighborhood traffic operations to reduce speed.

The ten (10) identifiers associated with the grant funded activities include: alcohol testing, drugs, corrections, crime prevention, DWI, education, evaluation, impaired driving, policing, and traffic enforcement.

The two (2) motorcycle deputies, partially funded through this grant, will help mitigate traffic incidents from increasing and provide timely response to citizen complaints. Their efforts to maintain traffic safety and community safety, law enforcement priorities, will help reduce the number of overall collisions and incidents.

City staff will submit specific performance measure data as required under the award. The City's performance measures correlate to the goals, objectives and deliverables identified in the grant solicitation.

The City proposes utilizing the 2022 Edward Byrne Memorial Justice Grant (JAG) program allocation of $50,943 to continue to assist with the cost of two motor deputies.

FISCAL IMPACT

The 2022 JAG grant allocation of $50,943 will be utilized to continue funding two motorcycle deputies in account 10125002-721836-1072. The general fund will fund the remaining $404,659 for the cost of the two deputies.

STRATEGIC PLAN

Goal I: Maintain effective public safety and protection for life, property, and the environment.

A. Provide comprehensive and innovative safety services to prevent crime and promote a safe community.

Prepared by:	Heather Nichols, Housing Coordinator
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott Porter, Acting City Attorney

ATTACHMENTS

1. Resolution No. CC 2022-05
2. Application

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-085

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE SUBMISSION OF A GRANT FROM THE U.S. DEPARTMENT OF JUSTICE, 2022 LOCAL EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

WHEREAS, the City of Palmdale is eligible to receive an allocation of $50,943 from the US Department of Justice, 2022 Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, the City has utilized funds from previous JAG grants to go towards funding two motorcycle deputies, with $1,528.29 of those funds being allocated for required training; and

WHEREAS, the current grant of $50,943 will be utilized to continue funding two motorcycle deputies; and

WHEREAS, the City will contribute $404,659 to fully fund the two motorcycle deputy items.

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

SECTION 1. Approve the application and submission of the City of Palmdale's Application for the 2022 Local Edward Byrne Memorial Justice Assistance Grant.

SECTION 2. Authorizes its City Manager or their designee to implement the City's JAG grant program, to execute all documents and take all actions necessary and convenient to carry out and implement the grant agreement for the 2022 program year, and to administer the City's obligations, responsibilities and duties to be performed thereunder;

SECTION 3. Authorizes the City Manager or their designee to update the City's JAG program in accordance with the Office of Justice's technical and regulatory requirements.

SECTION 4. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 3rd day of August 2022.

Approved as to form:

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Scott E. Porter
Acting City Attorney

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 3rd day of August 2022 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Shanae S. Smith, City Clerk

PALMDALE

a place to call home

DRAFT

The City of Palmdale is soliciting input on its application for the

Edward Byrne Memorial Justice Assistance Grant Program
(JAG 2022)

Please submit any comments to:

City of Palmdale
Neighborhood Services Department
Attn: Heather Nichols
38250 Sierra Hwy., 2nd Floor
Palmdale, CA 93550
661/267-5126

A public hearing will also be held on this matter on
August 3, 2022
7:00pm
City Council Chambers

This document will be available for public comment from
Monday, July 25, 2022, to Monday, August 02, 2022

DO NOT REMOVE COPY
FOR REVIEW ONLY

Standard Applicant Information

Project Information

Project Title
Enhanced Traffic Enforcement

Proposed Project Start Date
10/1/22

Proposed Project End Date
9/30/23

Federal Estimated Funding (Federal Share)
50943.00

Applicant Estimated Funding (Non-Federal Share)
404659.00

Program Income Estimated Funding
0.00

Total Estimated Funding
455602.00

Areas Affected by Project (Cities, Counties, States, etc.)

93550

93551

93552

Type Of Applicant

Type of Applicant 1: Select Applicant Type:
C: City or Township Government

Type of Applicant 2: Select Applicant Type:
—

Type of Applicant 3: Select Applicant Type:
—

Other (specify):
—

Application Submitter Contact Information

Application POC Prefix Name

—

Application POC First Name
Heather

Application POC Middle Name

—

Application POC Last Name
Nichols

Application POC Suffix Name

—

Organizational Affiliation

—

Title
Neighborhood Services Specialist

Email ID
hnichols@cityofpalmdale.org

Phone Number
6612675161

Fax Number
6612675155

ORINumber

—

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? *

a. This application was made available to the State under the Executive Order 12372 Process for review on:

State Review Available Date

06/29/2022

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (2)

Name	Date Added
Form SFLLL_2_0-V2.0.pdf	7/18/22

Name	Date Added
GrantApplication.xml	7/18/22

Authorized Representative

Authorized Representative Information

Prefix Name

—

First Name	Middle Name	Last Name	Suffix Name
Heather	—	Nichols	—

Title

Housing Coordinator

Verify Legal Name, Doing Business As, and Legal Address

Legal Name

PALMDALE, CITY OF

Doing Business As

UEI

YX39EBRTDCT5

Legal Addess

Street 1

38300 SIERRA HWY

Street 2

City	State	Zip/Postal Code
PALMDALE	CA	93550

CongressionalDistrict	Country
25	USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name
Heather Nichols

Certification Date / Time
07/20/2022 12:32 PM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:
   a. Contact your Entity Administrator.
   b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract

Proposal Narrative

Name	Category	Created by	Application Number
Palmdale_Byrne JAG 2022 Proposal Narrative.pdf	Proposal Narrative	Heather Nichols	—

Date Added
7/21/2022 7:03 PM

Budget and Associated Documentation

Budget Summary

Budget / Financial Attachments

Budget Worksheet and Budget Narrative *

Name	Category	Created by	Application Number
Palmdale_Byrne JAG 2022 Budget Narrative.pdf	Budget Worksheet	Heather Nichols	—
			Date Added 7/21/2022 7:05 PM

Name	Category	Created by	Application Number
Palmdale_Byrne JAG 2022 Budget Detail Worksheet.pdf	Budget Worksheet	Heather Nichols	—
			Date Added 7/21/2022 7:05 PM

Indirect Cost Rate Agreement

Name	Category	Created by	Application Number
Palmdale_Byrne JAG 2022 Indirect Cost Rate Agreement.pdf	Budget Indirect Cost Rate Agreement	Heather Nichols	—
			Date Added 7/21/2022 7:13 PM

Financial Management Questionnaire (Including applicant disclosure of high-risk status) *

Name	Category	Created by	Application Number
Palmdale_Byrne JAG 2022 Financial Management Questionnaire.pdf	Budget Financial Management Questionnaire	Heather Nichols	—
			Date Added 7/21/2022 7:15 PM

Disclosure of Process Related to Executive Compensation

Name	Category	Created by	Application Number
	Disclosure of Process Related to Executive	Heather Nichols	—
			Date Added 7/21/2022 7:41 PM

Compensation

Additional Attachments

Name	Category	Created by	Application Number
Palmdale_Byrne JAG 2022 Project Abstract.pdf	Budget Other	Heather Nichols	——

Date Added
7/21/2022 7:20 PM

Budget and Associated Documentation

	Year 1	Total
Personnel		——
Fringe Benefits		——
Travel		——
Equipment		——
Supplies		——
Construction		——
SubAwards		——
Procurement Contracts		——
Other Costs		——
Total Direct Costs		——
Indirect Costs		——
Total Project Costs		

Total Project Cost Breakdown

	Total	Percentage
Federal Funds		—
Match Amount		—
Program Income Amount		—

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES? —

Additional Application Components

Research and Evaluation Independence and Integrity Statement

Name	Category	Created by	Application Number
Palmdale_Byrne JAG 2022 Research Eval Indep Integrity Stmt.pdf	Research Independence Integrity	Heather Nichols	—
			Date Added 7/21/2022 7:40 PM

Additional Attachments

Name	Category	Created by	Application Number
Palmdale_Byrne JAG 2022 Disclosure Pending Applications.pdf	Additional Application Components Other	Heather Nichols	—
			Date Added 7/21/2022 7:44 PM

Disclosures and Assurances

Disclosure of Lobbying Activities

Name	Category	Created by	Application Number
Form SFLLL_2_0-V2.0.pdf	LobbyingActivities Disclosure	——	——

Date Added
7/18/2022 11:52 AM

Disclosure of Duplication in Cost Items

No. [Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds

sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Signed

SignerID

hnichols@cityofpalmdale.org

Signing Date / Time

7/21/22 7:49 PM

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly

affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

(a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and

(b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO .

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Certified

SignerID

hnichols@cityofpalmdale.org

Signing Date / Time

7/21/22 7:49 PM

Other Disclosures and Assurances

No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.

2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.

3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that

will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Signed

SignerID

hnichols@cityofpalmdale.org

Signing Date / Time

7/21/22 7:50 PM

Other

No documents have been uploaded for Other

Not Certified

Grant: Edward Byrne Memorial Justice Assistant Grant Program 2022
Agency: City of Palmdale
Project Title: Enhanced Traffic Enforcement
Project Contact: Heather Nichols, hnichols@cityofpalmdale.org, 661-267-5126

PROPOSAL NARRATIVE

Description of the Issue

The City of Palmdale (City) has a population of approximately 169,500 residents, in a 104-square mile area, located approximately 60 freeway miles northeast of downtown Los Angeles. The City of Palmdale is located in the Antelope Valley. Early morning and early evening traffic flow increases drastically due to a large commuting workforce.

The roadway system in Palmdale has a total of 534 miles of paved roadway. The City is traversed by one major freeway running North and South, and one highway running East and West. There is a total of 176 miles of arterial roads, conforming to a basic grid plan that connects with roadways of similar nature in those cities and areas bordering Palmdale. The remaining 358 miles of paved roadway is made up of alleyways, collector and residential streets.

The high volume of commuters and passenger vehicles that drive on Palmdale's roadways leads to high levels of incidents and creates the need for critical and immediate response. Traffic enforcement for the City is provided by the Los Angeles County Sheriff's Department under a service contract. Enforcement operations are conducted on a 24-hour basis but are limited by response to priority and emergency calls for service (criminal). During specific time periods, such as late afternoon or early evenings, there is a higher volume of calls for service. Traffic units are utilized to respond to criminal calls in addition to working traffic enforcement. DUI/DWI enforcement is done by all deputies assigned to field duties and is aided by sixteen (16) Preliminary Alcohol screening (PAS) devices, assigned to traffic deputies.

Available collision information indicates that Palmdale has experienced a steady increase in collisions in recent years, specifically in DUI/DWI and in alcohol related collisions. In 2021, the City had a total of 133 DUI/DWI crashes which resulted in 49 injuries and 3 fatalities. Attested decreases are credited to the use of this grant on two additional motorcycle deputies.

The two (2) motorcycle deputies partially funded through this grant, will help mitigate increasing traffic incidents and provide timely response to citizen complaints. It will also help ensure that collisions will continue to decrease, thereby maintain traffic safety and community safety as law enforcement priorities.

Project Design and Implementation

Since 2005 the City has employed two additional motorcycle deputies that have provided critical services in traffic and crime determent. Each year the City sets goals that will help reduce overall collisions and incidents within the City boundaries. The City proposes to reduce and maintain overall collisions in the City by 4%; reduce speed related collisions by 4%; reduce DUI/DWI collisions by 5%, and reduce the percentage of DUI/DWI related collisions involving an injury or fatality by 5% by June 30, 2023. The City proposes utilizing the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) funds to continue to contract for two additional motorcycle deputies. These two deputies will be utilized primarily for directed enforcement efforts to help reduce speed-related collisions. The deputies will also be available to respond to calls for service as prioritized. The deputies will work

in coordination with the City's Neighborhood Services Department to identify high-risk areas and other areas of concern. Quarterly statistical reports will be provided from the Sheriff's Department to the City.

Capabilities and Competencies

The City of Palmdale employs 287 full-time personnel. The City contracts with the Los Angeles Sheriff's Department to provide law enforcement service for the City. The City currently contracts for personnel, including 67 deputies, of which 4 are motorcycle deputies and 1 motorcycle sergeant.

The City has actively pursued traffic-engineering solutions that provide adequate capacity, operations, and safety for its officers and communities alike. Palmdale has continued to increase its commitment of resources to traffic enforcement and management. The City utilized the FY 2005-2021 JAG grants, to offset the cost of deploying two additional motorcycle deputies to enhance our traffic enforcement program. Deputies began their deployment in November 2005. One deputy recently promoted to Sergeant and was replaced with a Deputy who has been doing enforcement at a different station since 2015.

The motorcycle deputies are utilized to address traffic problems and incidents as reported and identified by collision records and complaints. In 2021 two grant deputies issued 2,428 citations for hazardous violations, concentrating on the speed-related problem areas throughout the City, particularly around school zones. The two deputies also issued 269 non-hazardous citations and made 137 traffic related arrests.

Data Collection and Management

The City of Palmdale will submit specific performance measures data as required under the award. The City's performance measures correlate to the goals, objectives and deliverables identified under this proposal and the subsequent award document.

General Instructions & Resources

View Budget Summary

OMB APPROVAL NO.: 1121-0329
EXPIRES 7/31/2016

Budget Detail Worksheet

(1) **Purpose:** The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be left blank. Indicate any non-federal (match) amount in the appropriate category, if applicable.

(2) For each budget category, you can see a sample by clicking (To View an Example, Click Here) at the end of each description.

(3) There are various hot links listed in red in the budget categories that will provide additional information via documents on the internet.

(4) **Record Retention:** In accordance with the requirements set forth in 2 CFR Part 200.333 , all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years following the closure of the audit report covering the grant period.

(5) The information disclosed in this form is subject to the Freedom of Information Act under 5 U.S.C. 55.2.

A. Personnel – List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (*Note: Use whole numbers as the percentage of time, an example is 75.50% should be shown as 75.50)* **To View an Example, Click Here**

PERSONNEL (FEDERAL)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
Jason Towne	Grant Bonus Deputy	$227,801.00	Year	11.18	1	$25,468
Sheldon Sherman	Grant Bonus Deputy	$227,801.00	Year	11.18	1	$25,468
					FEDERAL TOTAL	$50,936

PERSONNEL NARRATIVE (FEDERAL)

The City contracts for complete municipal law enforcement services with the Los Angeles County Sheriff's Department (LACSD) based on past studies, which have analyzed the delivery of public safety services compared to the per capita costs of operating a municipal agency. Studies have shown that areas patrolled by contract Sheriff's, experience a 50% lower crime rate and estimate the average costs for a sheriff's contract is nearly 50% lower than the costs to operate and insure a municipal police agency. The City contracts with LACSD to provide all law enforcement services as the most cost-effective way to provide public safety services for its residents.

The City is eligible for $50,943 through the 2022 JAG Program. Two (2) bonus deputy salaries will be partially funded by the grant, the City is not requesting matching funds and will utilize General Fund expenditures to make up the amount not covered by this grant request.

Deputy Jason Towne will be used for directed traffic enforcement. He will spend 100% of his time on this project.
Deputy Sheldon Sherman will be used for directed traffic enforcement. He will spend 100% of his time on this project.

PERSONNEL (NON-FEDERAL)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
			Year			$0
					NON-FEDERAL TOTAL	$0

PERSONNEL NARRATIVE (NON-FEDERAL)

TOTAL PERSONNEL	$50,936

B. Fringe Benefits – Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (*Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)* **To View an Example, Click Here**

FRINGE BENEFITS (FEDERAL)

Description	Computation		Cost
	Base	Rate	
			$0
		FEDERAL TOTAL	$0

FRINGE BENEFITS NARRATIVE (FEDERAL)

FRINGE BENEFITS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
			$0
		NON-FEDERAL TOTAL	$0

FRINGE BENEFITS NARRATIVE (NON-FEDERAL)

TOTAL FRINGE BENEFITS	$0

C. Travel – Itemize travel expenses of staff personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied Applicant or Federal Travel Regulations. Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category. **To View an Example, Click Here**

TRAVEL (FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				$0.00	
		Meals		Day				$0.00	
		Mileage		Mile				$0.00	
		Transportation:							
				Round-trip				$0.00	
		Local Travel						$0.00	
		Other							
								$0.00	
		Subtotal						$0.00	$0
								FEDERAL TOTAL	$0

TRAVEL NARRATIVE (FEDERAL)

TRAVEL (NON-FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				$0.00	
		Meals		Day				$0.00	
		Mileage		Mile				$0.00	
		Transportation:							
				Round-trip				$0.00	
		Local Travel						$0.00	
		Other							
								$0.00	
		Subtotal						$0.00	$0
								NON-FEDERAL TOTAL	$0

TRAVEL NARRATIVE (NON-FEDERAL)

	TOTAL TRAVEL $0

D. Equipment – List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. **To View an Example, Click Here**

EQUIPMENT (FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
			$0
		FEDERAL TOTAL	$0

EQUIPMENT NARRATIVE (FEDERAL)

EQUIPMENT (NON-FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
			$0
		NON-FEDERAL TOTAL	$0

EQUIPMENT NARRATIVE (NON-FEDERAL)

TOTAL EQUIPMENT	$0

E. Supplies – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than $5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

To View an Example, Click Here

SUPPLIES (FEDERAL)

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
			$0
		FEDERAL TOTAL	$0

SUPPLIES NARRATIVE (FEDERAL)

SUPPLIES (NON-FEDERAL)

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
			$0
		NON-FEDERAL TOTAL	$0

SUPPLIES NARRATIVE (NON-FEDERAL)

TOTAL SUPPLIES	$0

F. Construction – Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Minor repairs and renovations should be classified in the "other" category. Consult with the program office before budgeting funds in this category. **To View an Example, Click Here**

CONSTRUCTION (FEDERAL)

Purpose	Description of Work	Cost
	FEDERAL TOTAL	$0

CONSTRUCTION NARRATIVE (FEDERAL)

CONSTRUCTION (NON-FEDERAL)

Purpose	Description of Work	Cost
	NON-FEDERAL TOTAL	$0

CONSTRUCTION NARRATIVE (NON-FEDERAL)

TOTAL CONSTRUCTION	$0

G. Consultants/Contracts – Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of $650 per day or $81.25 per hour require additional justification and prior approval from OJP. **To View an Example, Click Here**

CONSULTANT FEES (FEDERAL)

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
			8 Hour Day		$0
				SUBTOTAL	$0

CONSULTANT FEES NARRATIVE (FEDERAL)

CONSULTANT FEES (NON-FEDERAL)

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
			8 Hour Day		$0
				SUBTOTAL	$0

CONSULTANT FEES NARRATIVE (NON-FEDERAL)

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

CONSULTANT EXPENSES (FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				$0.00	
		Meals		Day				$0.00	
		Mileage		Mile				$0.00	
		Transportation:							
				Round-trip				$0.00	
		Local Travel						$0.00	
		Other							
								$0.00	
		Subtotal						$0.00	$0
								SUBTOTAL	$0
								FEDERAL TOTAL	$0

CONSULTANT EXPENSES NARRATIVE (FEDERAL)

CONSULTANT EXPENSES (NON-FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				$0.00	
		Meals		Day				$0.00	
		Mileage		Mile				$0.00	
		Transportation:							
				Round-trip				$0.00	
		Local Travel						$0.00	
		Other							
								$0.00	
		Subtotal						$0.00	$0
								SUBTOTAL	$0
								NON-FEDERAL TOTAL	$0

CONSULTANT EXPENSES NARRATIVE (NON-FEDERAL)

TOTAL CONSULTANTS	$0

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of $150,000. A sole source contract may not be awarded to a commercial organization that is ineligible to receive a direct award. Note: This budget category may include subawards.

CONTRACTS (FEDERAL)

Item	Cost
FEDERAL TOTAL	$0

CONTRACTS NARRATIVE (FEDERAL)

CONTRACTS (NON-FEDERAL)

Item	Cost
NON-FEDERAL TOTAL	$0

CONTRACTS NARRATIVE (NON-FEDERAL)

TOTAL CONTRACTS	$0
TOTAL CONSULTANTS/CONTRACTS	$0

H. Other Costs – List items (e.g., rent (arms-length transaction only), reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc. **To View an Example, Click Here**

OTHER COSTS (FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
					$0
				FEDERAL TOTAL	$0

OTHER COSTS NARRATIVE (FEDERAL)

OTHER COSTS (NON-FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
					$0
				NON-FEDERAL TOTAL	$0

OTHER COSTS NARRATIVE (NON-FEDERAL)

TOTAL OTHER COSTS	$0

I. Indirect Costs – Indirect costs are allowed if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency , or the applicant may elect to charge a deminimis rate of 10% of modified total direct costs as indicated in 2 CFR Part 200.414f . If the applicant's accounting system permits, costs may be allocated in the direct cost categories. (*Use whole numbers as the indirect rate, an example is an indirect rate of 15.73% should be shown as 15.73)* **To View an Example, Click Here**

INDIRECT COSTS (FEDERAL)

Description	Computation		Cost
	Base	Rate	
			$0
		FEDERAL TOTAL	$0

INDIRECT COSTS NARRATIVE (FEDERAL)

INDIRECT COSTS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
			$0
		NON-FEDERAL TOTAL	$0

INDIRECT COSTS NARRATIVE (NON-FEDERAL)

TOTAL INDIRECT COSTS	$0

Budget Summary – When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Request	Non-Federal Amounts	Total
A. Personnel	$50,936	$0	$50,936
B. Fringe Benefits	$0	$0	$0
C. Travel	$0	$0	$0
D. Equipment	$0	$0	$0
E. Supplies	$0	$0	$0
F. Construction	$0	$0	$0
G. Consultants/Contracts	$0	$0	$0
H. Other	$0	$0	$0
Total Direct Costs	$50,936	$0	$50,936
I. Indirect Costs	$0	$0	$0
TOTAL PROJECT COSTS	$50,936	$0	$50,936

Federal Request	$50,936
Non-Federal Amount	$0
Total Project Cost	$50,936

Public Reporting Burden

Paperwork Reduction Act Notice: Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this application is four (4) hours per application. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write the Office of Justice Programs, Office of the Chief Financial Officer, 810 Seventh Street, NW, Washington, DC 20531; and to the Public Use Reports Project, 1121-0188, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Grant: Edward Byrne Memorial Justice Assistant Grant Program 2022
Agency: City of Palmdale
Project Title: Enhanced Traffic Enforcement
Project Contact: Heather Nichols, hnichols@cityofpalmdale.org, 661-267-5126

BUDGET SUMMARY AND BUDGET NARRATIVE

The City of Palmdale is eligible for $50,943 through the 2022 JAG Program. The City anticipates expending all grant funds during the FY 2022-23, which began July 1, 2022 through June 30, 2023. The proposed budget for this grant is as follows:

Budget Summary

Personnel	Computation	Total Cost	Total Requested JAG 2022 Funds
Deputy Jason Towne Grant Bonus Deputy	Full-time, contract rate is estimated to be $227,801.00 (inclusive of benefits and is the City's contract rate from the Los Angeles County Sheriff's Department (LASD)), deputy is deployed 100% to the project	$ 227,801.00	$ 25,471.50
Deputy Sheldon Sherman Grant Bonus Deputy	Full-time, contract rate is estimated to be $227,801.00 (inclusive of benefits and is the City's contract rate from the Los Angeles County Sheriff's Department (LASD), deputy is deployed 100% to the project	$ 227,801.00	$ 25,471.50
	Personnel Total	**$ 455,602.00**	**$ 50,943.00**
	Total Expenditure	$ 455,602.00	
	JAG 2022 Requested Funds		**$ 50,943.00**
	General Fund	$ 404,659.00	

Budget Narrative

The City contracts for complete municipal law enforcement services with the Los Angeles County Sheriff's Department (LACSD) based on past studies, which have analyzed the delivery of public safety services compared to the per capita costs of operating a municipal agency. Studies have shown that areas patrolled by contract Sheriff's, experience a 50% lower crime rate and estimate the average costs for a sheriff's contract is nearly 50% lower than the costs to operate and insure a municipal police agency. The City contracts with LACSD to provide all law enforcement services as the most cost-effective way to provide public safety services for its residents.

The City is eligible for $50,943.00 through the 2022 JAG Program. Two (2) bonus deputy salaries will be partially funded by the grant. The City is not requesting matching funds and will utilize General Fund expenditures to make up the amount not covered by this grant request.

Grant: Edward Byrne Memorial Justice Assistant Grant Program 2022
Agency: City of Palmdale
Project Title: Enhanced Traffic Enforcement
Project Contact: Heather Nichols, hnichols@cityofpalmdale.org, 661-267-5126

INDIRECT COST RATE AGREEMENT

NOT APPLICABLE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 12/31/2023

Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.

(7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.

(8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: City of Palmdale
Street1: 38300 Sierra Highway
Street2:
City: Palmdale
State: CA
Zip Code: 93550

2. Authorized Representative's Name and Title:

Prefix: First Name: Ronda Middle Name:
Last Name: Perez Suffix:
Title: Interim City Manager

3. Phone: 6612675115 4. Fax:

5. Email: rperez@cityofpalmdale.org

6. Year Established:	7. Employer Identification Number (EIN):	8. DUNS Number:
1962	95-2226242	15-281-7664

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ■ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).

AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?	☐ Yes ■ No
9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)? If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.	☐ Yes ■ No

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply):

- ☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- ☒ Financial Statement Audit
- ☐ Defense Contract Agency Audit (DCAA)
- ☐ Other Audit & Agency (list type of audit):
- ☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: Eide Bailly

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

☒ Unqualified Opinion ☐ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0": 0

Enter the dollar amount of questioned costs (if none, enter "$0"): 0

Were material weaknesses noted in the report or opinion? ☐ Yes ■ No

13. Which of the following best describes the applicant entity's accounting system:

☐ Manual ☐ Automated ■ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?	■ Yes ☐ No ☐ Not Sure
15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?	■ Yes ☐ No ☐ Not Sure
16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?	■ Yes ☐ No ☐ Not Sure

17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	☐ Yes ☐ No ☐ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	■ Yes ☐ No ☐ Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	■ Yes ☐ No ☐ Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	■ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	■ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	■ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	■ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	■ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does the applicant entity: (a) maintain a standard travel policy? ■ Yes ☐ No (b) adhere to the Federal Travel Regulation (FTR)? ■ Yes ☐ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	☐ Yes ☐ No ☐ Not Sure ■ N/A - Applicant does not make subawards under any OJP awards

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	☐ Yes ☐ No ☐ Not Sure ■ N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	☐ Yes ☐ No ☐ Not Sure ■ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

☐ Yes ■ No ☐ Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

Phone:

Email:

(d) Reason for "high risk" status, as set out by the federal agency:

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Ronda Perez Date: 07/21/2022

Title: ☐ Executive Director ☐ Chief Financial Officer ☐ Chairman

■ Other: Interim City Manag

Phone: 661/267-5115

Grant: Edward Byrne Memorial Justice Assistant Grant Program 2022
Agency: City of Palmdale
Project Title: Enhanced Traffic Enforcement
Project Contact: Heather Nichols, hnichols@cityofpalmdale.org, 661-267-5126

DISCLOSURE OF PROCESS RELATED TO EXECUTIVE COMPENSATION

NOT APPLICABLE

Grant: Edward Byrne Memorial Justice Assistant Grant Program 2022
Agency: City of Palmdale
Project Title: Enhanced Traffic Enforcement
Project Contact: Heather Nichols, hnichols@cityofpalmdale.org, 661-267-5126

PROJECT ABSTRACT

The City of Palmdale proposes the use of the Edward Byrne Memorial Justice Assistance Recovery Grant (JAG) funds to continue the contract of two additional motorcycle deputies.

These two deputies are primarily utilized for directed enforcement efforts to help reduce total overall collisions in the city by 4%, reduce speed related collisions by 4%, reduce DUI related collisions by 5% and reduce the percentage of DUI related collisions involving an injury or fatality by 10% by the end of June 2023.

The deputies, additionally are available to respond to calls for service and will work in coordination with the City's Neighborhood Services Department to identify high-risk areas and other areas of concern, such as School zones. They will also be responsible for conducting DUI checkpoints and neighborhood traffic operations to reduce speed.

The city will establish separate accounts to track and record all expenditures related to the JAG Recovery Grant. The City will comply with all reporting requirements outlined in the grant.

The ten project identifiers that will be associated with the proposed project activities, include: alcohol testing, drugs, corrections, crime prevention, DWI, education, evaluation, impaired driving, policing, and traffic enforcement.

Grant: Edward Byrne Memorial Justice Assistant Grant Program 2022
Agency: City of Palmdale
Project Title: Enhanced Traffic Enforcement
Project Contact: Heather Nichols, hnichols@cityofpalmdale.org, 661-267-5126

RESEARCH AND EVALUATION INDEPENDENCE AND INTEGRITY STATEMENT

NOT APPLICABLE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2022 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2022 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of Local Government	Date of Certification
Printed Name of Chief Executive	Title of Chief Executive
Name of Applicant Unit of Local Government	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

* Name: City of Palmdale

* Street 1: 38300 Sierra Highway Palmdale | Street 2:

* City: Palmdale | State: CA: California | Zip: 93550

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

DOJ

7. * Federal Program Name/Description:

Edward Byrne Memorial Justice Assistance Grant Program

CFDA Number, *if applicable:* 16.738

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix | * First Name: Christopher | Middle Name

* Last Name: Townsend | Suffix

* Street 1: 1401 Dove St Suite 330 | Street 2:

* City: Newport Beach | State: CA: California | Zip: 92660

b. Individual Performing Services (including address if different from No. 10a)

Prefix | * First Name: Ben | Middle Name

* Last Name: Goldeen | Suffix

* Street 1: 600 Pennsylvania Ave | Street 2: SE Suite 207

* City: Washington DC | State: DC: District of Columbia | Zip: 20003

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

***Name:** Prefix | * First Name: Ronda | Middle Name

* Last Name: Perez | Suffix

Title: Interim City Manager **Telephone No.:** 6612675115 **Date:** Completed on submission to Grants.gov

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

City Council Staff Report

DATE: **August 3, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALMDALE AND ANTELOPE VALLEY ECONOMIC DEVELOPMENT AND GROWTH ENTERPRISE (AV EDGE)**

ISSUE

Approve Memorandum of Understanding Between the City of Palmdale and Antelope Valley Economic Development and Growth Enterprise (AV EDGE).

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8013, a Memorandum of Understanding Between the City of Palmdale and Antelope Valley Economic Development and Growth Enterprise (AV EDGE).

2. Authorize the City Manager or her designee to prepare and execute all necessary documents.

BACKGROUND

AV EDGE was created when the Antelope Valley Board of Trade and the Greater Antelope Valley Economic Alliance (GAVEA) merged in 2019. Since its inception, the organization has been a key strategic partner in advancing economic development initiatives for the Palmdale community and surrounding Antelope Valley region.

The proposed Memorandum of Understanding ("MOU") would solidify the partnership between the City and AV EDGE, as well as strengthen the region's economic development efforts in response to the pandemic recovery.

The intended purpose of the MOU is to provide a mechanism for AV EDGE to serve as force multiplier of the City's existing economic development staff, fostering collaboration and enhanced services to further regional economic development goals.

DISCUSSION

Several Palmdale businesses continue to struggle as a result of COVID-19 related closures and restrictions. AV EDGE aims to assist Palmdale small businesses, workers and aid tourism, travel and hospitality businesses that are dealing with the negative economic impacts created by the pandemic. Through the MOU, AV EDGE would allow the City to expand the number of services and assistance provided to the small business community. In addition, AV EDGE will provide quarterly reports detailing the compliance with a variety of deliverables that focus on business retention, attraction and expansion efforts. AV EDGE will focus on several deliverables including but not limited to:

- Meet with local businesses and industry representatives to understand ongoing challenges caused by the pandemic and facilitate resolutions by connecting businesses with available resources.
- Create and update an AV EDGE broker/site selector list to find users for industrial and commercial buildings that are vacant because of the negative economic impact of the pandemic. A regional site tour with brokers and site selectors will take place at least once per calendar year.
- Business forum to be held at least twice per calendar year.
- Newsletter and email campaign highlighting new development and regional opportunities to be published at least quarterly and on the website.
- Establish a Business Attraction Task Force that includes members of the City, utility companies, and brokers to support regional collaboration and prioritization of key projects.
- Represent the City at a minimum of four (4) industrial or commercial trade shows per calendar year.
- Coordinate tourism and marketing on a regional basis to assist local hotels that were impacted by the pandemic to increase occupancy rates. Marketing program to be negotiated with the Lancaster and Palmdale Tourism and Business Improvement Districts (TBIDs)

FISCAL IMPACT

Up to $650,000.00 of ARPA funds over three years beginning August 1, 2022 through July 31, 2025.

STRATEGIC PLAN

Goal II: Ensure long-tern fiscal health of the city and maintain funding for services.

A. Manage resources, costs, and liabilities to ensure the City’s long-term fiscal health.

Prepared by:	Zach Glynn, Management Analyst I
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Interim City Attorney

ATTACHMENTS

Agreement No. A-8013

MEMORANDUM OF UNDERSTANDING REGARDING REGIONAL MARKETING

This **MEMORANDUM OF UNDERSTANDING REGARDING REGIONAL MARKETING** ("**MOU**") is made and entered into as of August 3, 2022 ("**Effective Date**"), by and between **AV EDGE**, a California nonprofit corporation ("**AV Edge**"), and **CITY OF PALMDALE**, a California municipal corporation and charter city ("**City**") (AV Edge and City are sometimes singularly referred to as a "**Party**" and collectively referred to as the "**Parties**").

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

1. Term of MOU. The term of this MOU shall commence on August 1, 2022 and expire on July 31, 2025 ("**Term**"), unless earlier terminated pursuant to the provisions below.

2. AV Edge's Obligations. During the Term of this MOU, AV Edge agrees to and shall provide the services and perform the tasks described in the Schedule of Services and Deliverables that is attached hereto as **Exhibit A** and incorporated herein. AV Edge acknowledges that the source of funding is from Coronavirus State and Local Fiscal Recovery Funds established under the American Rescue Plan Act (31 CFR Part 35) ("**ARPA**"). With ARPA funding the regulations dictate, among other things, the purpose, eligible use of the funds, and compliance with specific reporting requirements. All of these can be found at 31 CFR Part 35 (Regulations), which Regulations are incorporated herein and made a part of this contract. Further, specific terms and requirements to be followed by AV Edge are attached hereto as Exhibit B and incorporated herein by reference.

3. City's Obligations. In consideration of AV Edge performing its obligations as described in section 2 of this MOU, City agrees to and shall pay to AV Edge the following amounts during the Term:

- $150,000.00 for the period of August 1, 2022 through July 31, 2023;
- $200,000.00 for the period of August 1, 2023 through July 31, 2024; and
- $300,000.00 for the period of August 1, 2024 through July 31, 2025;

The City's payment to AV Edge under this section 3 shall be inclusive of and instead of all sponsorship, membership, and other forms of financial support City provided or agreed to provide AV Edge prior to the Effective Date.

4. Indemnification. AV Edge agrees to and shall indemnify, defend (with attorneys selected by City) and hold City, including its elected and appointed officials, employees, agents and representatives, harmless from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including, but not limited to, expert witness fees, attorneys' fees and costs) of any kind or nature which arise or in any way relate to AV Edge performing the services, tasks, and/or other obligations under this MOU. The provisions of this section shall survive the expiration or termination of this MOU.

5. Independent Contractors. The Parties hereto agree that each Party, and any of its agents, servants, or employees of each Party, in the performance of this MOU, shall act in an independent capacity and not as officers, servants, agents or employees of the other Parties.

6. Waiver. Any waiver with respect to any provision of this MOU shall not be effective unless in writing and signed by all Parties hereto. The waiver by any Party of any breach of any term,

covenant, or condition herein contained shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

7. Amendments; Integration. This MOU constitutes the entire agreement between the Parties on the matters addressed herein. This MOU cannot be orally modified. Any amendment or modification to this MOU must be in writing, signed by the Parties. It is mutually understood and agreed that no alterations or variation of the terms of this MOU shall be valid unless made in writing and signed by each of the Parties hereto, and that no oral understanding or agreement not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the Parties hereto, shall be binding on any of the Parties hereto.

8. Time of the Essence. Time is of the essence with respect to the performance of every provision of this MOU in which time of performance is a factor.

9. Counterparts. This MOU may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute the same agreement.

10. Notices. Any notices pursuant to this MOU shall be in writing and sent (i) by Federal Express (or other established express delivery service which maintains delivery records), (ii) by hand delivery, (iii) by certified or registered mail, postage prepaid, return receipt requested, or (iv) by email, if at least one other method is used, to the following addresses:

To AV Edge: AV Edge
41301 12th Street West, Suite D
Palmdale, California 93551
Attention: Drew Mercy
Email: drew@avedgeca.org

To City: City of Palmdale
38300 Sierra Highway Suite A
Palmdale, California 93550
Attention: Ronda Perez
Email: rperez@cityofpalmdale.org

11. Construction. This MOU shall not be construed against any Party that was involved in preparing it but shall be construed as if all Parties jointly prepared this MOU, and any uncertainty and ambiguity shall not be interpreted against any one Party.

12. Governing Law. This MOU is to be interpreted, enforced, and governed by and under the laws of the State of California, regardless of the conflicts of laws rules of any individual state.

13. Warranty of Authority. Each Party represents that it is authorized to enter into, execute, deliver, and perform this MOU, that it has all necessary authority from its boards, officers, directors, members, partners, or others whose authority or consent may be required to enter into this MOU, and that no other acts, votes, or other proceedings are necessary on the part of any Party to authorize this MOU.

14. Cooperation; Further Acts. The Parties agree to fully cooperate to accomplish the terms, purpose, and spirit of this MOU, including but not limited to executing such documents and taking such

other actions as may be reasonably necessary to implement the purpose of this MOU.

15. Captions and Headings. The paragraph headings, captions, and titles used in this MOU are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

16. Insurance. AV Edge, at its expense, shall always maintain in effect during the performance of work under this MOU not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.

Workers' Compensation and Employer's Liability
- Workers' Compensation -- coverage as required by the State of California
- Employer's Liability -- $1,000,000.00 each accident

$1,000,000.00 policy limit bodily injury
$1,000,000.00 each employee bodily injury by disease

Commercial General Liability
- $1,000,000.00 limit on a per occurrence basis
- $2,000,000.00 general aggregate limit

Commercial Automobile Liability
- $1,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

All of AV Edge's policies shall contain an endorsement providing that written notice shall be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage in the policy.

Policies providing for bodily injury and property damage coverage shall contain the following:

A. An endorsement extending coverage to the City as an additional insured, as respects liability arising out of the performance of any work under the MOU. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificates shall state: "The City of Palmdale, Successor Agency to the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured".

B. "Severability of Interest" Clause.

Promptly upon execution of this MOU, and prior to commencement of any work, AV Edge shall deliver to the City certificates of insurance and endorsements to all required policies demonstrating that AV Edge has the required coverage and showing the required named

insured. Within five (5) days of written request from the City, Av Edge shall deliver to the City full and complete copies of all insurance policies required by this MOU.

The requirements as to the types and limits of insurance to be maintained by AV Edge are not intended to and shall not in any manner limit or qualify AV Edges liabilities and obligations under this MOU.

Any policy or policies of insurance that AV Edge elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this MOU shall include a provision waiving the insurer's right of subrogation against the City.

All insurance coverage must be maintained throughout the duration of this MOU.

Acceptable Proof of Insurance:

ACORD Certificate of Insurance listing all coverage, limits, deductibles and insured; and endorsements for all applicable coverage if agent has authority to issue it; or additional insured Form CG20100704 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

Binders of insurance for all coverage. Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements and a corresponding Certificate of Insurance listing all insurers and coverage must be submitted to the City Attorney.

Notwithstanding any other provision of this MOU, the City may immediately terminate this MOU if, at any time AV Edge fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

AV Edge shall require any and all subcontractor's working on its behalf to provide insurance coverages and limits that are based on the scope of work and nature of risk being performed by the subcontractor. Any and all subcontractors working on behalf of AV Edge shall be subject to all other insurance requirements that are stated herein.

Any deviation in this requirement will be AV Edges sole risk. AV Edges insurance requirements in this Section will not be impacted and/or limited by such deviation.

17. Termination. The City reserves the right, in its sole discretion, to terminate this MOU with or without cause upon thirty (30) days written notice. In the event of such termination, AV Edge shall immediately stop all work hereunder, and shall also surrender to the City all finished or unfinished

documents, processes, programs and other supplies and materials, which shall be the City's property. Upon termination, all obligations of the City, including the payment of any additional funds, shall cease.

18. Dispute Resolution. All claims, disputes, and other matters in question between the City and AV Edge arising out of or relating to this MOU or the breach thereof shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

19. Ownership of Documents. All product, data, documents, programs and software including, but not limited to, research, field notes, investigations, analysis, studies, processes, software, instructions for use and other manuals, whether complete or incomplete, which are prepared or produced in the performance of this MOU are to be and remain the property of the City and shall be delivered to or left with the City upon the completion or termination of this MOU. AV Edge shall furnish the City, upon its request, originals and reproducible and electronic copies of product, data reports, studies and of all other documents listed above. Electronic copies shall be provided in an unprotected format which allows the City to copy, reproduce and makes changes as the City deems necessary.

20. Assignment. AV Edge shall not delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the City.

21. Nondiscrimination. In the performance of this MOU, AV Edge shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. AV Edge shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

22. Conflict of Interest. AV Edge stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this MOU or which would cause AV Edge to be "financial interested" (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by the City on any matter. Av Edge shall not employ any City official or employee to perform any work required pursuant to this MOU.

23. Binding Agreement. This MOU shall be binding upon each of the Parties and shall be enforceable by any Party against any of the other Parties. This MOU shall also be binding upon the Parties respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors, and assigns.

AV EDGE,
a California nonprofit mutual benefit corporation

By: _____
Bret Banks, President

CITY OF PALMDALE,
a charter city and California municipal corporation

By: _____
Ronda Perez, Interim City Manager

APPROVE AS TO FORM:

_____
Scott E. Porter
Interim City Attorney

ATTEST:

_____
Shanae S. Smith
City Clerk

EXHIBIT A

SCHEDULE OF SERVICES AND DELIVERABLES

AV Edge will assist Palmdale small businesses, workers, and aid tourism, travel and hospitality businesses that are dealing with the negative economic impacts created by the pandemic. The economic recovery has been slow, and the City anticipates ongoing challenges created from the resurgence of positive COVID-19 cases across LA County. The City's partnership with AV Edge will allow the City to expand the number of services and assistance provided to the small business community. AV Edge shall provide quarterly reports detailing compliance with the below deliverables. Example information would include events/forums hosted; prospect leads generated/any prospect meetings held, grants applied for and outcomes, when available, etc. In consideration of the payment described in Section 3 of the MOU, AV EDGE.

Business Attraction, Retention and Expansion

- Meet with Palmdale based businesses to understand any ongoing challenges caused by pandemic. AV Edge will coordinate meetings with City quarterly and connect businesses with any available resources through regional sponsorships, governmental assistance, and up-to-date digital resources.
- Establish, maintain, and update an AV Edge broker/site selector contact list, consisting of brokers in Los Angeles and Kern Counties, to find users for industrial and commercial buildings that are vacant due to the pandemic. AV Edge to provide quarterly updates on vacancies filled and remaining available locations.
- Forum to be held at least twice per calendar year, providing regional development highlights; site opportunities; networking; and an opportunity for City to feature key projects.
- Regional site tour with brokers and site selectors at least once per calendar year.
- Broker newsletter/e-mail campaign highlighting new development and regional opportunities, to be published at least quarterly and published on the website (City to assist in providing appropriate, updated content).
- Establish a Business Attraction Task Force which includes members from the Cities, utility companies, and brokers to support regional collaboration and prioritization of key projects. The task force would also provide input on which trade shows, minimum of four (4) to attend and be prepared to participate in those prospect meetings.
- Representation at a minimum of four (4) industrial or commercial trade shows per calendar year, quarterly, to be prioritized through mutual consent of the Parties.
- Coordinate tourism marketing on a regional basis to assist local hotels that were impacted by the pandemic to increase occupancy rates. Specific parameters and budgets for such a marketing program shall be negotiated with the Lancaster and Palmdale Tourism and Business Improvement Districts (TBIDs), with the involvement of the Cities. Reporting to demonstrate the impacts of the effort to be provided twice annually.

In addition to the services mentioned above, AV Edge will continue to provide the following at no cost to the City:

- Recognition in AV Edge event marketing materials including but not limited to handouts, PowerPoints, presentations, and sponsorship identification

- Recognition in AV Edge publications including the annual Economic Roundtable Report and Demographics summary in the form of the City logo.
- Acknowledgement on AV Edge website in the form of the City logo on the home page as well as conference sponsors page with direct link to City website.
- Opportunity to speak at the annual Business Outlook Conference.
- To facilitate collaboration, the City shall be entitled to one (1) voting seat on the nine-member Executive Committee (City Representative). The City Representative shall also serve on the Board of Directors.
- Annual Economic Roundtable Report, an economic and demographic report geared toward an audience of site selectors and development prospects, in which the City shall be entitled to a minimum of a two-page color spread reflecting content of City's choosing as appropriate for said audience. Such as milestones, retail updates, vision statement, community trends, opportunity zones with key staff and elected officials noted. Within the Roundtable Report there will be a minimum of twelve-page color demographic pamphlet including comparisons of population characteristics, median housing cost, average household income, education and workforce by occupation, employment by sector, and cost of living statistics among neighboring regional cities. Roundtable Report should be released each year in conjunction with the spring Business Summit, but no later than June 30 of said year.
- Labor Market Study, to be published at a minimum of every other year beginning in 2022. The data from this report will assist the City in creating new workforce development and training programs to assist individuals seeking employment.

EXHIBIT B
ARPA REQUIREMENTS

ARPA Regulations, 31 CFR Part 35 ("Regulations") are incorporated herein and made a part of this Contract

AV EDGE agrees to be bound by the reporting requirements set out in the Regulations. This includes submitting quarterly reports by the 15th of the month following the end of each quarter to the Director of Finance. The reports must include, but is not limited to, the use of the funds, documentation/receipts of the funds spent, description of the project and status of completion of the project. The Director of Finance may require additional information of AV EDGE for compliance with ARPA Regulations.

AV EDGE, in the performance of this Contract and as a sub-recipient of ARPA funds, as well as all of its subcontractors, must comply with the following:

1. AV EDGE, and any and all of its subcontractors, must ensure that they do not deny benefits, services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) in accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. AV EDGE will be required to submit data showing compliance with the above.

2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 CFR Part 200 Appendix II.

3. The Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251et seq.) and all applicable standards, orders or regulations.

4. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regulations regarding restrictions on lobbying and required certificates.

5. Section 2 CFR 200.323 regarding Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (EPA guidelines at 40 CFR Part 247.

6. Section 200.322 of 2 CFR 200.322, Domestic preferences for procurements.

City Council Staff Report

DATE: **AUGUST 3, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **AWARD IFB 22-005-3400 BACKFLOW PREVENTION DEVICE TESTING, REPAIR & REPLACEMENT AND APPROVE AGREEMENT WITH GREENE BACKFLOW IN AN AMOUNT NOT TO EXCEED $240,000 OVER THE CONTRACT TERM.**

ISSUE

Award IFB 22-005-3400 Backflow Prevention Device Testing, Repair & Replacement and approve agreement with Greene Backflow in an amount not to exceed $240,000 over the contract term?

RECOMMENDATION

Staff recommends that the City Council:

1. Award IFB 22-005-3400 Backflow Prevention Device Testing, Repair & Replacement to Greene Backflow;
2. Approve Agreement No. A-7971 with Greene Backflow for annual backflow prevention device testing and as needed repairs and replacements in an amount not to exceed $240,000 for a three (3) year contract term with two (2) one-year options to extend; and
3. Authorize the Interim City Manager or her designee to execute Agreement No. A-7971 with Greene Backflow in the amount of $240,000, including making minimal and/or non-substantive changes.

BACKGROUND

The City administers service agreements with contractors that specialize in various professional disciplines to assist with department operations, such as backflow prevention device testing, certification, and repair and replacement services.

The Public Works Maintenance Division has approximately 600 backflow prevention devices that require annual testing and certification. By utilizing a contractor specialized in these services, it ensures that certifications are completed and submitted to the regulatory agency on time and comply with required guidelines. The contractor also

provides test reports and performs visual inspections on each device. This identifies if a device is not in compliance, is defective, has been vandalized, and/or if there is any other cause that may affect it passing the certification test. Consequently, City staff is informed of any needed repairs, replacements, or freeze protection measures. The contractor may also be used to perform smaller repairs and to rebuild and replace devices which can include the removal and replacement of an enclosure slab, replacing ball valves, and excavation to replace elbows, nipples, and unions.

The services provided by the backflow prevention device contractor supplements the work performed by City Maintenance staff to remain in compliance, meet service demands, and further the efficiency of operations.

DISCUSSION

The City released Invitation for Bids No. 22-005-3400 for Backflow Prevention Device Testing, Repairs & Replacements on April 26, 2022. Notification of the IFB release was sent electronically to 332 registered vendors in the City's PlanetBids vendor database. The solicitation was posted on the City's website and published in the Antelope Valley Press on April 26, 2022 and May 1, 2022.

Two (2) responses were received on May 26, 2022 from 1) Greene Backflow (Santa Clarita, CA) and 2) Verne's Plumbing, Inc. (Buena Park, CA). However, the latter company did not meet the bid requirements and as a result the City rejected Verne's Plumbing, Inc.'s bid offer in writing on June 1, 2022. Therefore, Greene Backflow's bid proposal was the only one evaluated.

Evaluation Criteria	Greene Backflow
Ability to Perform the Services **35 Points Maximum** Qualification and ability of the bidding Contractor firm to provide the services as outlined in the scope of services and/or work. Currently listed as an approved tester with the Los Angeles County Dept of Public Health/Cross Connection Control.	35
Past Performance/Experience **35 Points Maximum** The Contractor's recent experience in conduction work for contracts of similar scope, complexity, and magnitude, particularly for government agencies.	35
Cost Proposal **30 Points Maximum** The bid costs and rates. Payment of prevailing wage is required. Determination whether proposed costs are realistic, complete, and reasonable in relation to the IFB requirements.	30
Bid Proposal Total Points (100 Points Maximum Score):	**100**

Three staff evaluators determined that Greene Backflow exceeded the required qualifications and abilities to perform the requested services outlined in IFB 22-005-3400 for Backflow Prevention Device Testing, Repair & Replacement.

Staff recommends that the City Council award IFB 22-005-3400 Backflow Prevention Device Testing, Repair & Replacement and approve Agreement No. A-7971 to Greene Backflow.

FISCAL IMPACT

The total contract cost for backflow prevention device testing, repairs and replacements is for an amount not to exceed $240,000.00. Sufficient funds are budgeted across Contract Services line items for the following accounts over the contract term: Facility Maintenance (10133005); Landscape Assessment Districts (25133003); General Benefit Landscape Areas (10133003); Park Maintenance (10133002); Palmdale Transportation Center and Park-N-Rides (20333005); and Sewer Maintenance (25433004).

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

A. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

Goal III: Invest in infrastructure to improve community livability.

B. Seek cost effective, customer focused methods of service delivery.
C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	**Chuck Heffernan, Director of Public Works**
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Agreement No. A-7971 Greene Backflow

AGREEMENT NO. A-7971
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND GREENE BACKFLOW

This CONTRACT for services ("Contract" herein) is made and entered into this 3rd day of August, 2022, by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and GREENE BACKFLOW, a California Corporation , (hereinafter called "CONTRACTOR"). The term of this Contract is Three (3) Years , commencing on August 03, 2022, with CITY reserving the option to extend the agreement for 2 additional terms of one year each.

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in this Contract.

NOW THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1 CITY PROJECT MANAGER

To provide the services required by this Contract, CONTRACTOR shall act under the authority and approval of Public Works Director/designee, who shall oversee this Contract, the work performed by CONTRACTOR, assist CONTRACTOR with any necessary information, audit billings, and approve payments. The CONTRACTOR shall channel all contacts and requests through the City project manager.

2 DESCRIPTION OF WORK

2.1 CONTRACTOR shall provide the following services in a manner satisfactory to CITY:

CONTRACTOR shall provide all labor, materials, equipment, transportation, and services required to inspect, test, repair, and replace backflow prevention devices. CONTRACTOR shall report on all backflow prevention devices identified by the CITY. All work shall be in accordance with USC, Foundation for Cross-Connection Control and Hydraulic Research Prevention Assembly Field Test Procedures, as described in the current edition of the USC-FCCHD Manual for Cross-Connection Control.

Backflow Prevention Device Testing and Certification is required on an annual basis. Currently, there are approximately 600 individual backflow prevention devices that require testing. Most certification notices will be provided to the Contractor in packets of 20 or more devices to test at one time, with single test notices occurring infrequently throughout the year. The nature of these certifications requires a timely response from the Backflow Testing Contractor to ensure certifications are completed and submitted by the due date specified by each regulatory agency.

It is anticipated that various devices will require repairs in order to pass the certification tests. The CONTRACTOR will notify the Landscape Superintendent or appointed designee of necessary repairs to devices larger than 2" and gain authorization prior to performing the necessary work.

Testing Equipment
All equipment shall have a current calibration certification. CONTRACTOR shall provide current testing gauge calibration certificate with quote.

Test Reports
Reports, for new and existing backflow prevention devices shall be completed on the respective regulatory agency approved form provided by the City of Palmdale and shall include the address of the meter location addition to all other standard form information. Reports shall be complete, in legible printing or typing and signed by the tester. CONTRACTOR shall mail reports to each respective regulatory agency prior to the due date specified and submit a copy of each report to:

City of Palmdale
Attn: Landscape Superintendent
39110 3rd Street East, Suite C
Palmdale, Ca. 93550

Visual Inspection
CONTRACTOR shall visit the job site and inspect each backflow prevention device. If the device cannot pass because the unit is not in compliance, is defective, vandalism has occurred, and/or any other cause, CONTRACTOR will notify the City of Palmdale's Landscape Superintendent or appointed designee of necessary repairs on devices larger than 2" or the need to replace any device. CONTRACTOR shall report to Landscape Superintendent or appointed designee any backflow prevention device in need of freeze protection.

Certification
Annual testing and certification for all backflow devices will be completed within 30 days of notification by the City of Palmdale and 30 days from each respective regulatory agency. The tests will be completed in full compliance with all guidelines referenced in the Scope of Work. If a device fails, CONTRACTOR is to notify the Landscape Superintendent or appointed designee of necessary repairs on devices larger than 2" or the need to replace the device. The City of Palmdale Landscape Superintendent or designee will then direct the CONTRACTOR to proceed with repairs or replacement on a case-by-case basis.

Backflow Rebuild or Replacement
When a backflow prevention device requires replacement, CITY may have the CONTRACTOR remove and replace device according to the appropriate bid item hourly rate. Materials will be provided by the City of Palmdale and installation will be done according to City of Palmdale Engineering Detail I-7, "Typical Backflow Preventer inside Enclosure." See Appendix A. Backflow Prevention Device Re-builds or Replacement can include removal and replacement of enclosure slab, replacing ball valves, and excavation to replace elbows,

nipples, and unions.

Licenses and Certifications
At all times during the term of this Contract, Contractor shall possess a valid and current Specialty Contractor License consisting of Class C-36 Plumbing license(s) to perform the required work. Contractor's CSLB license number is 986747. Contractor’s. Contractor’s DIR registration number is 1000022675.

Contractor shall provide proof of completion and passing of an approved cross connection course equivalent to the American Water Works Association (AWWA) of USC-FCCHD courses and must be currently listed as an approved tester with the Los Angeles County Department of Public Health/Cross Connection Control.

Contractor hereby certifies that it holds the required license(s) and certification(s).

Prevailing Wage
This Contract calls for work to be performed constituting public works. All labor is to be paid at prevailing wage rates. CONTRACTOR and all subcontractors must be registered with the State of CA Department of Industrial Relations (DIR) as a public works contractor for the duration of the agreement and is responsible for any and all registration and/or renewal fees. CITY may request certified payroll records for any work performed under the term of the agreement.

2.2 CONTRACTOR shall have no claim for compensation for any services or work, which has not been authorized by CITY’s Authorization to Proceed.

2.3 CONTRACTOR shall not accept any change of scope, or change in contract provisions, to this Contract unless issued in writing, as a contract change order or amendment and signed by CITY. Any extensions of time must be mutually agreed upon in writing and executed by both parties.

2.4 CONTRACTOR shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

2.5 All work supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of 365 days from the date of acceptance by CITY. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

2.6 CITY shall provide to CONTRACTOR, without charge, all data, program information, including reports, records, maps, and other information, now in CITY’s possession, which may facilitate the timely performance of the work.

3 CONTRACTOR’S KEY PERSONNEL

3.1 **Key Staff.** CITY reserves the right to review and approve CONTRACTOR'S staff including all subcontractors to be assigned to any project by CONTRACTOR during the term of this Contract.

This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

CONTRACTOR's Team and Key Personnel are as follows:

Candace Guzman:
CFO/President; AWWA Backflow Prevention Assembly Tester; and LA County Dept. of Public Health/Cross Connection Control Certified Backflow Tester

Joey Guzman:
AWWA Backflow Prevention Assembly Tester; and LA County Dept. of Public Health/Cross Connection Control Certified Backflow Tester

This Services Contract has been awarded to CONTRACTOR based on its representation that those personnel and subcontractors submitted as part of its bid and listed above will perform the portions of the work listed above.

CONTRACTOR shall not deviate nor substitute any of these team members without prior written approval by CITY.

3.2 **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

3.3 **Direct Responsibility.** All services required under this Contract shall be performed by CONTRACTOR, or under CONTRACTOR's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

3.3.1 CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Contract, and compliance with all reasonable performance standards established by CITY.

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

3.3.3 CONTRACTOR shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from

CONTRACTOR's acts or omissions with respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

4 ACCEPTANCE AND DOCUMENTATION

Each task shall be reviewed and approved by the Contract Project Manager to determine acceptable completion.

4.1 **Records**. The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

4.2 **Property of CITY.** All materials, including reports, computer programs and other deliverables, supplied or created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

4.3 **Products.** All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

5 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed Two Hundred Forty Thousand dollars ($240000.00) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

YEAR 1: July 1, 2022 - June 30, 2023

Item	U/M	Price
Inspect, test, and certify backflow prevention device (less than 20 device certification notices per packet)	Per Device	$55.00
Inspect, test, and certify backflow prevention device (more than 20 device certification notices per packet)	Per Device	$52.00
Retest Fee after repair or replacement of device	Per Device	$10.00
Labor Rate - Backflow prevention device repair	Per Hour	$78.00
Labor Rate - Backflow prevention device rebuild or replacement (Material provided by the City)	Per Hour	$78.00
Call Out Repair (Per Call Out Price + Standard Labor Rate and Materials)	Per Call Out	$75.00
Material mark-up on factory replacement parts	Percentage	20%

YEAR 2: July 1, 2023 - June 30, 2024

Item	U/M	Price

Inspect, test, and certify backflow prevention device (less than 20 device certification notices per packet)	Per Device	$57.00
Inspect, test, and certify backflow prevention device (more than 20 device certification notices per packet)	Per Device	$53.00
Retest Fee after repair or replacement of device	Per Device	$10.00
Labor Rate - Backflow prevention device repair	Per Hour	$78.00
Labor Rate - Backflow prevention device rebuild or replacement (Material provided by the City)	Per Hour	$78.00
Call Out Repair (Per Call Out Price + Standard Labor Rate and Materials)	Per Call Out	$75.00
Material mark-up on factory replacement parts	Percentage	20%

YEAR 3: July 1, 2024 - June 30, 2025

Item	U/M	Price
Inspect, test, and certify backflow prevention device (less than 20 device certification notices per packet)	Per Device	$58.00
Inspect, test, and certify backflow prevention device (more than 20 device certification notices per packet)	Per Device	$54.00
Retest Fee after repair or replacement of device	Per Device	$10.00
Labor Rate - Backflow prevention device repair	Per Hour	$80.00
Labor Rate - Backflow prevention device rebuild or replacement (Material provided by the City)	Per Hour	$80.00
Call Out Repair (Per Call Out Price + Standard Labor Rate and Materials)	Per Call Out	$75.00
Material mark-up on factory replacement parts	Percentage	20%

YEAR 4: July 1, 2025 - June 30, 2026 *

Item	U/M	Price
Inspect, test, and certify backflow prevention device (less than 20 device certification notices per packet)	Per Device	$60.00
Inspect, test, and certify backflow prevention device (more than 20 device certification notices per packet)	Per Device	$55.00
Retest Fee after repair or replacement of device	Per Device	$10.00
Labor Rate - Backflow prevention device repair	Per Hour	$80.00
Labor Rate - Backflow prevention device rebuild or replacement (Material provided by the City)	Per Hour	$80.00
Call Out Repair (Per Call Out Price + Standard Labor Rate and Materials)	Per Call Out	$75.00
Material mark-up on factory replacement parts	Percentage	20%

YEAR 5: July 1, 2026 - June 30, 2027 *

Item	U/M	Price

Inspect, test, and certify backflow prevention device (less than 20 device certification notices per packet)	Per Device	$62.00
Inspect, test, and certify backflow prevention device (more than 20 device certification notices per packet)	Per Device	$56.00
Retest Fee after repair or replacement of device	Per Device	$10.00
Labor Rate - Backflow prevention device repair	Per Hour	$80.00
Labor Rate - Backflow prevention device rebuild or replacement (Material provided by the City)	Per Hour	$80.00
Call Out Repair (Per Call Out Price + Standard Labor Rate and Materials)	Per Call Out	$75.00
Material mark-up on factory replacement parts	Percentage	20%

Inspect, Test, and Certify All Backflow Prevention Devices (Quantity = 600)	**Price per Device (less than 20 devices)**	**Estimated Annual Cost**
YEAR 1: July 1, 2022 - June 30, 2023	$55.00	$33,000.00
YEAR 2: July 1, 2023 - June 30, 2024	$57.00	$34,200.00
YEAR 3: July 1, 2024 - June 30, 2025	$58.00	$34,800.00
YEAR 4: July 1, 2025 - June 30, 2026 *	$60.00	$36,000.00
YEAR 5: July 1, 2026 - June 30, 2027 *	$62.00	$37,200.00

* Option to Extend year

After notification to pick-up test forms, CONTRACTOR shall submit all completed forms to CITY (Landscape Superintendent or appointed designee) prior to CITY's due date.

Material mark-up requirements: Supplier/vendor invoice must be submitted with invoice where materials were purchased by CONTRACTOR and marked up to CITY. Material mark-up will not be considered without this documentation showing CONTRACTOR costs/payments for materials.

All labor shall be paid at prevailing wage rates. CONTRACTOR is responsible for determining proper wage classification. CITY may request certified payroll records for any work performed under the terms of this Agreement.

5.1 An application for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

5.2 CONTRACTOR shall maintain adequate records and shall permit inspection and audit by CITY of CONTRACTOR's charges under this Contract. CONTRACTOR shall make such records available to CITY during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to CITY and any specified public agencies. Such records shall be maintained by CONTRACTOR for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event CONTRACTOR shall retain its records for the time required by such laws.

5.3 **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

6 TAXES

6.1 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with state and local laws.

6.2 CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation, or liability on behalf of CITY. No person employed by CONTRACTOR or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

6.3 CONTRACTOR shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

6.4 When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the work, CONTRACTOR shall assist the City in applying for and obtaining such tax credits and exemptions, which shall be paid or credited to the City.

7 PATENT FEES AND ROYALTIES

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, program, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, program, product or device is specified in the contract documents for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. CONTRACTOR shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, program, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

8 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR and any subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter “Indemnified Parties”) for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of CONTRACTOR, or its subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, CONTRACTOR and, as applicable, any subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONTRACTOR shall ensure that the contract of any subcontractor working under this agreement contain an indemnity agreement, requiring the subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONTRACTOR shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

9 INSURANCE

9.1 CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed “A” or better in the Best’s Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 9.8, must be reviewed and accepted by the City Attorney**.

9.1.1 Workers’ Compensation and Employer’s Liability

- Workers’ Compensation -- coverage as required by the State of California
- Employer’s Liability -- $1,000,000.00 each accident
  $1,000,000.00 policy limit bodily injury
  $1,000,000.00 each employee bodily injury by disease

9.1.2 Commercial General Liability

- $2,000,000.00 limit on a per occurrence basis
- $4,000,000.00 general aggregate limit

9.1.3 Commercial Automobile Liability

- $1,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

9.2 All of CONTRACTOR’s policies shall contain an endorsement providing that written notice shall be given to CITY at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage in the policy.

9.3 Policies providing for bodily injury and property damage coverage shall contain the following:

A. An endorsement extending coverage to the City as an additional insured, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other

insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificates shall state: “The City of Palmdale, Successor Agency to the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured”.

B. “Severability of Interest” Clause.

9.4 Promptly upon execution of this Contract, and prior to commencement of any work, CONTRACTOR shall deliver to CITY certificates of insurance and endorsements to all required policies demonstrating that CONTRACTOR has the required coverage and showing the required named insured. Within five (5) days of written request from CITY, CONTRACTOR shall deliver to CITY full and complete copies of all insurance policies required by this Contract.

9.5 The requirements as to the types and limits of insurance to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify CONTRACTOR’s liabilities and obligations under this Contract.

9.6 Any policy or policies of insurance that CONTRACTOR elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Contract shall include a provision waiving the insurer’s right of subrogation against CITY.

9.7 All insurance coverage must be maintained throughout the duration of this Contract.

9.8 Acceptable Proof of Insurance:

9.8.1 ACORD Certificate of Insurance listing all coverage, limits, deductibles and insured; and endorsements for all applicable coverage if agent has authority to issue it; or additional insured Form CG20100704 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

9.8.2 Binders of insurance for all coverage. Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements and a corresponding Certificate of Insurance listing all insurers and coverage must be submitted to the City Attorney.

9.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONTRACTOR fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

9.10 Any and all subcontractors working on behalf of CONTRACTOR shall be subject to insurance requirements that are substantially similar to those required of CONTRACTOR under this Contract.

10 TERMINATION WITHOUT CAUSE

City reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. CONTRACTOR shall also surrender to CITY all finished or unfinished documents, processes, programs and other supplies and materials, which shall be City's property. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

11 TERMINATION FOR CAUSE

If CITY determines that CONTRACTOR has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, CITY shall give written notice to CONTRACTOR specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for CITY's dissatisfaction and suggest corrective measures. If, after thirty days, CONTRACTOR has failed to implement appropriate corrective measures, CITY may elect to terminate this Contract in whole or in part.

11.1 In the event CITY terminates this Contract, in whole or in part, for cause, CITY may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

11.2 CONTRACTOR shall provide all finished or unfinished documents, data, studies, software, drawings, programs, processes, maps, photographs, reports, etc., prepared by CONTRACTOR within fifteen (15) working days after notice of termination. Upon such termination, CONTRACTOR shall be paid an amount equal to the value of the services provided and work performed as of the date of termination, taking into consideration the costs associated with hiring another CONTRACTOR to complete the services. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses. The above is in addition to any other remedies available by law or equity to CITY.

11.3 If, after notice of termination of the Contract under the provisions of this Section 11, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10.

12 DISPUTE RESOLUTION

All claims, disputes, and other matters in question between CITY and CONTRACTOR arising out of or relating to this Contract or the breach thereof shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

13 OWNERSHIP OF PRODUCT

All product, data, documents, programs and software including, but not limited to, research, field notes, investigations, analysis, studies, processes, software, instructions for use and

other manuals, whether complete or incomplete, which are prepared or produced in the performance of this Contract are to be, and remain the property of CITY and shall be delivered to or left with CITY upon the completion or termination of this Agreement. CONTRACTOR shall furnish CITY, upon its request, originals and reproducible and electronic copies of product, data reports, studies and of all other documents listed above. Electronic copies shall be provided in an unprotected format which allows CITY to copy, reproduce and makes changes as CITY deems necessary.

14 DELEGATION AND ASSIGNMENT

14.1 CONTRACTOR shall not delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to CONTRACTOR from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

14.2 Any assignment, delegation or subcontract shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CONTRACTOR under this Contract.

15 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

15.1 In performance of this Contract, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, or age. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15.2 The provisions of subsection 15.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk’s Office.

16 FINANCIAL INTEREST CERTIFICATION

16.1 CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no officer or employee of the CITY has any interest, financially or otherwise, in CONTRACTOR’s firm.

16.2 For breach or violation of this warranty, CITY shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

17 CONFLICT OF INTEREST

17.1 CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONTRACTOR to be “financial interested” (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

17.2 CONTRACTOR shall not employ any City official or employee to perform any work required pursuant to this Contract.

17.3 To the extent required by the City Manager or his designee, CONTRACTOR shall complete and file with the City Clerk a Form 700 Statement of Economic Interests disclosing any reportable property interests, income, gifts, investments, or business positions.

18 COMPLIANCE WITH LAW

18.1 CONTRACTOR shall comply with all state and federal laws, including but not limited to, the requirement to hire only those persons authorized by federal law to work in the United States. If CONTRACTOR uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by CONTRACTOR.

18.2 The law of the state of California shall govern this Contract. The venue of any legal action, either formal or informal, shall be the County of Los Angeles.

19 NOTICES

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

20 ENTIRE AGREEMENT AND AMENDMENTS

20.1 This Contract is the complete Agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

20.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by CONTRACTOR hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

20.3 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

21 ATTORNEY'S FEES

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

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

Steven D. Hofbauer Date
Mayor

ADDRESS FOR NOTICE:
CITY OF PALMDALE
39110 3rd Street East, Suite C
Palmdale, CA 93550

APPROVE AS TO FORM:

Scott E. Porter
Acting City Attorney

ATTEST:

Shanae S. Smith
City Clerk

GREENE BACKFLOW:

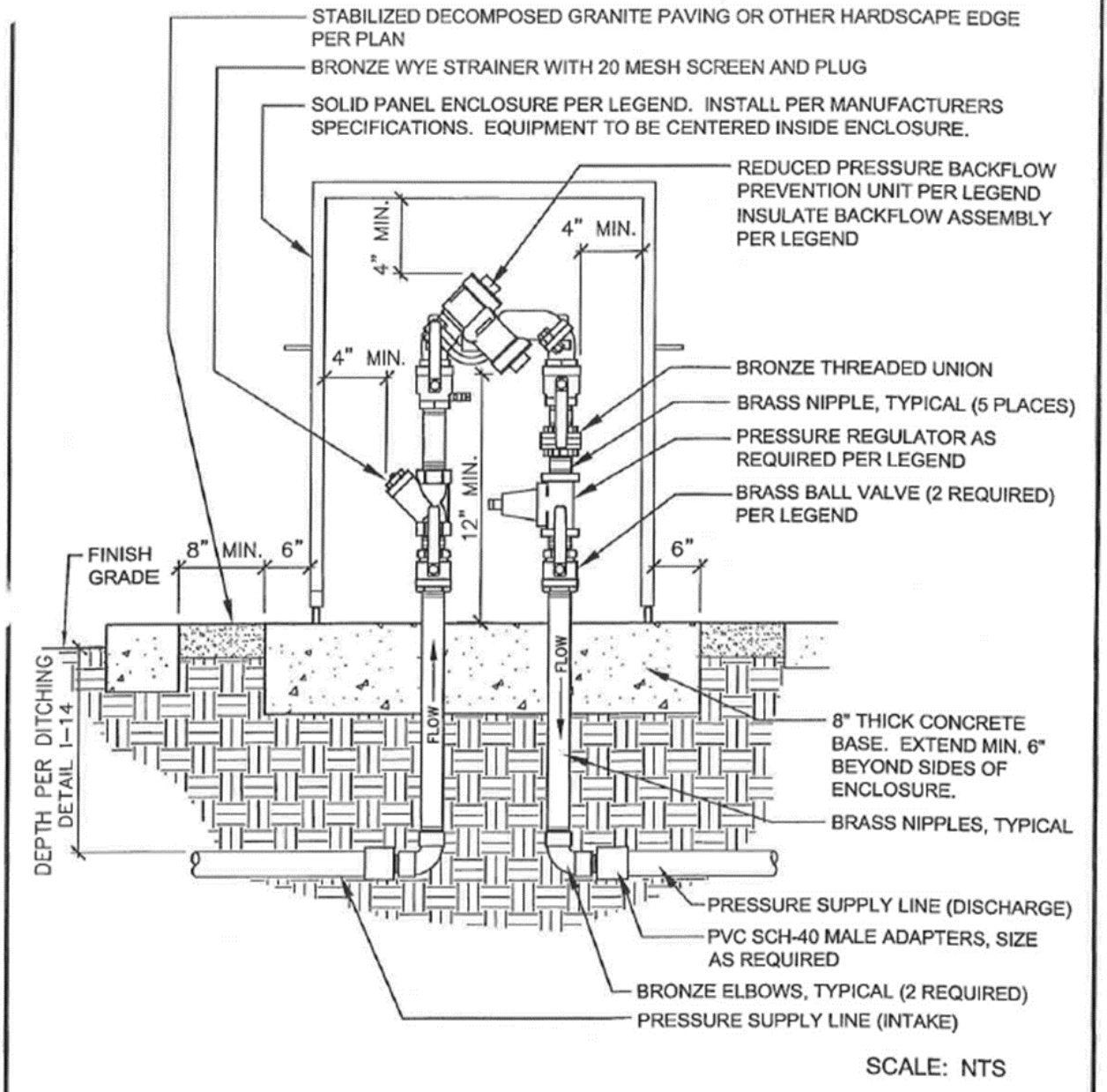
Candace Guzman Date
CFO/President

ADDRESS FOR NOTICE:
GREENE BACKFLOW
28439 Rodgers Dr.
Santa Clarita, CA 91350

ATTEST: If Corporation

Secretary

APPENDIX A
CITY OF PALMDALE ENGINEERING DETAIL I-7
"Typical Backflow Preventer Inside Enclosure"



SCALE: NTS

CITY OF PALMDALE			STANDARD DETAIL
TYPICAL BACKFLOW PREVENTER INSIDE ENCLOSURE		REVISIONS	I-7
Michael D. Mischo		mueg	
ENGINEERING	PLANNING	PUBLIC WORKS	
APPROVED BY ABOVE	DATE IMPLEMENTED 07/01/07		

City Council Staff Report

DATE: **AUGUST 3, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **All**

SUBJECT: **AWARD IFB 22-004-3400 AS NEEDED PROFESSIONAL PAINTING SERVICES AND APPROVE AGREEMENT WITH US NATIONAL CORP DBA JIMENEZ PAINTING COMPANY IN AN AMOUNT NOT TO EXCEED $400,000 OVER THE CONTRACT TERM.**

ISSUE

Award IFB 22-004-3400 As Needed Professional Painting Services and approve agreement with US National Corp dba Jimenez Painting Company in an amount not to exceed $400,000 over the contract term.

RECOMMENDATION

Staff recommends that the City Council:

1. Award IFB 22-004-3400 As Needed Professional Painting Services to US National Corp dba Jimenez Painting Company;
2. Approve Agreement No. A-7972 with US National Corp dba Jimenez Painting Company for as needed professional painting services in an amount not to exceed $400,000 for a three (3) year contract term with two (2) one-year options to extend; and
3. Authorize the Interim City Manager or her designee to execute Agreement No. A-7972 with US National Corp dba Jimenez Painting Company in the amount of $400,000, including making minimal and/or non-substantive changes.

BACKGROUND

The City administers service agreements with contractors that specialize in various professional disciplines to assist with department operations, such as painting services. The professional painting contractor is utilized to perform specialized services on an as needed basis at various city locations for the Public Works Maintenance Division and the Public Art program. These as needed professional painting services include, but are not limited to, the painting and/or primer work on exterior and interior surfaces, wooden or metal doors, fascia, rafter tails, wrought iron fencing, City standard light poles, backflow

or irrigation controller enclosures, window casing and security screening, and public art pieces and surfaces.

The services provided by the painting contractor are used in conjunction with work performed by City staff to meet increasing service demands, address deferred maintenance, and further the efficiency of operations to maintain safe and attractive facilities, public spaces, and infrastructure for the community.

DISCUSSION

The City released Invitation for Bids No. 22-004-3400 for As Needed Professional Painting Services on April 26, 2022. Notification of the IFB release was sent electronically to 52 registered vendors in the City's PlanetBids vendor database. The solicitation was posted on the City's website and published in the Antelope Valley Press on April 26, 2022 and May 1, 2022.

Five (5) responses were received on May 26, 2022. Three staff evaluators determined that US National Corp dba Jimenez Painting Company (Pacoima, CA) was the best responsive proposal based on the following evaluation criteria:

	Evaluation Criteria	Maximum Points
1.	**Past Performance & Experience** The Contractor's recent experience in conduction work for contracts of similar scope, complexity, and magnitude, particularly for government agencies.	**35**
2.	**Qualification & Ability** Qualification and ability of the bidding Contractor firm to provide the services as outlined in the scope of services and/or work.	**35**
3.	**Cost Proposal** The bid costs and rates. Payment of prevailing wage is required. Mathematically calculated based on whether proposed costs are reasonable, competitive, and complete in relation to the IFB requirements.	**30**
	Bid Proposal Total Points Available:	**100**

Prospective Bidders	Past Performance & Experience	Qualification & Ability	Cost Proposal	Total Points
US National Corp	35	35	30	**100**
Prime Painting	35	35	28	**98**
AJ Fistes	35	35	21	**91**
Omega Construction	35	35	18	**88**
MAC Painting	35	35	15	**85**

Each of the prospective bidders were able to demonstrate that they met and/or exceeded the required qualifications and abilities to perform the requested services outlined in IFB 22-004-3400 for As Needed Professional Painting Services. However, it was determined that in addition to their excellent work performance and experience, US National Corp dba Jimenez Painting Company provided the lowest responsive pricing which served the best benefit to the City.

Staff recommends that the City Council award IFB 22-004-3400 As Needed Professional Painting Services and approve Agreement No. A-7972 with US National Corp dba Jimenez Painting Company.

FISCAL IMPACT

The total contract cost for as needed professional painting services is for an amount not to exceed $400,000.00. Sufficient funds are to be budgeted across Contract Services line items for the following accounts over the contract term: Facility Maintenance (10133005); Landscape Assessment Districts (25133003); General Benefit Landscape Areas (10133003); Park Maintenance (10133002); Palmdale Transportation Center and Park-N-Rides (20333005); and Public Art (15642001).

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

A. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

Goal III: Invest in infrastructure to improve community livability.

B. Seek cost effective, customer focused methods of service delivery.
C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	**Chuck Heffernan, Director of Public Works**
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Agreement No. A-7972 US National Corp

AGREEMENT NO. A-7972
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND US NATIONAL CORP dba JIMENEZ PAINTING COMPANY

This CONTRACT for services ("Contract" herein) is made and entered into this 3rd day of August, 2022, by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and US NATIONAL CORP dba JIMENEZ PAINTING COMPANY, a California Corporation, (hereinafter called "CONTRACTOR"). The term of this Contract is Three (3) Years, commencing on August 3, 2022, with CITY reserving the option to extend the agreement for 2 additional terms of one year each.

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in this Contract.

NOW THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1 CITY PROJECT MANAGER

To provide the services required by this Contract, CONTRACTOR shall act under the authority and approval of Public Works Director/designee, who shall oversee this Contract, the work performed by CONTRACTOR, assist CONTRACTOR with any necessary information, audit billings, and approve payments. The CONTRACTOR shall channel all contacts and requests through the City project manager.

2 DESCRIPTION OF WORK

2.1 CONTRACTOR shall provide the following services in a manner satisfactory to CITY:

WORK TASKS
CONTRACTOR shall be contacted for professional painting projects on an as needed basis.

A) Contractor shall respond within (1) business day to emails or phone calls from corresponding section Superintendent or appointed designee.

B) Scheduling of jobs shall occur within (2) business days after initial contact by the corresponding section Superintendent or appointed designee.

C) Work shall begin within (14) business days after scheduling has been approved by the corresponding section Superintendent or appointed designee.

No subcontracting is allowed. CONTRACTOR may not assign, sell, or subcontract its obligations under the contract to any third party without prior approval in writing by the CITY.

CONTRACTOR shall provide all preparation and masking materials, labor, tools, equipment, supervision, utilities, insurance, and consumables (excluding paint and primer) for interior painting, exterior painting and wrought iron fence painting as requested. All materials,

preparation and workmanship shall conform to the requirements of the latest edition of the Architectural Painting Specification Manual by the Master Painters Institute (MPI) as issued by the local MPI Accredited Quality Assurance Association having jurisdiction.

The CITY will purchase all primer and paint. CONTRACTOR shall receive City provided primer and paint as directed by the corresponding section Superintendent or appointed designee.

PAINTING BEST MANAGEMENT PRACTICES TO BE OBSERVED INCLUDE BUT NOT LIMITED TO:

- Prepare surfaces to be re-painted by sanding, scraping, wire brushing, pressure washing in accordance with MPI approved preparations methods.
- Prepare bare metal surfaces to be painted by chemical etching in accordance with MPI approved preparation methods.
- Apply sealing primer according to the manufacturer's recommendation.
- Upon completion of applying the sealing primer coat an inspection must be coordinated with the corresponding section Superintendent or appointed designee. Once the sealing primer coat has been accepted by the corresponding section Superintendent or appointed designee the finish coat may be applied.
- Apply finish paint according to the manufacturer's recommendation.
- Protect surrounding areas and surfaces not intended to be coated from damage during preparation and application of coatings.
- Remove all spilled, splashed or over sprayed paint as work progresses, remove waste materials, and keep area free from unnecessary accumulation of tools, equipment, surplus materials and debris on a daily basis.
- Protect all newly coated surfaces from vandalism, elements, condensation, and contamination until coatings are completely dry and accepted by the corresponding section Superintendent or appointed designee.
- Upon project completion, coordinate final inspection with the corresponding section Superintendent or appointed designee.

Payment Bonds

Unless otherwise expressly provided in the bid documents, if any individual project performed under the Contract exceeds $25,000, Contractor shall provide a payment bond in the full amount of the project. Such bond is requested by the CITY before work is to be performed on the specified project.

Licenses

At all times during the term of this Contract, Contractor shall possess a valid and current Specialty Contractor License consisting of Class C-33 Painting and Decorating license(s) to perform the required work. Contractor's CSLB license number is 813354. Contractor's. Contractor's DIR registration number is 1000001988. Contractor hereby certifies that it holds the required license(s).

Prevailing Wage

This Contract calls for work to be performed constituting public works. All labor is to be paid at prevailing wage rates. CONTRACTOR and all subcontractors must be registered with the State of CA Department of Industrial Relations (DIR) as a public works contractor for the

duration of the agreement and is responsible for any and all registration and/or renewal fees. CITY may request certified payroll records for any work performed under the term of the agreement.

2.2 CONTRACTOR shall have no claim for compensation for any services or work, which has not been authorized by CITY's Authorization to Proceed.

2.3 CONTRACTOR shall not accept any change of scope, or change in contract provisions, to this Contract unless issued in writing, as a contract change order or amendment and signed by CITY. Any extensions of time must be mutually agreed upon in writing and executed by both parties.

2.4 CONTRACTOR shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

2.5 All work supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of 365 days from the date of acceptance by CITY. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

2.6 CITY shall provide to CONTRACTOR, without charge, all data, program information, including reports, records, maps, and other information, now in CITY's possession, which may facilitate the timely performance of the work.

3 CONTRACTOR'S KEY PERSONNEL

3.1 **Key Staff.** CITY reserves the right to review and approve CONTRACTOR'S staff including all subcontractors to be assigned to any project by CONTRACTOR during the term of this Contract.

This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

CONTRACTOR's Team and Key Personnel are as follows:

Fred Jimenez: Owner/Project Manager/Contractor
Mary Martinez: Operations Manager
Painting Staff: 12 Full Time Painters

This Services Contract has been awarded to CONTRACTOR based on its representation that those personnel and subcontractors submitted as part of its bid and listed above will perform the portions of the work listed above.

CONTRACTOR shall not deviate nor substitute any of these team members without prior written approval by CITY.

3.2 **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

3.3 **Direct Responsibility.** All services required under this Contract shall be performed by CONTRACTOR, or under CONTRACTOR's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

3.3.1 CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Contract, and compliance with all reasonable performance standards established by CITY.

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

3.3.3 CONTRACTOR shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from CONTRACTOR's acts or omissions with respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

4 ACCEPTANCE AND DOCUMENTATION

Each task shall be reviewed and approved by the Contract Project Manager to determine acceptable completion.

4.1 **Records**. The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

4.2 **Property of CITY.** All materials, including reports, computer programs and other deliverables, supplied or created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

4.3 **Products.** All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

5 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed Four Hundred Thousand dollars ($400000.00) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

	ITEM	U/M	YEAR 1 (FY 22-23)	YEAR 2 (FY 23-24)	YEAR 3 (FY 24-25)	YEAR 4* (FY 25-26)	YEAR 5* (FY 26-27)
	Services						
1	EXTERIOR PAINTING UP TO 6' to include surface prep, primer coat and 2 finish coats	per sq. ft.	$3.10	$3.41	$3.75	$4.13	$4.54
2	EXTERIOR PAINTING ABOVE 6' to include surface prep, primer coat and 2 finish coats	per sq. ft.	$3.45	$3.80	$4.17	$4.59	$5.05
3	INTERIOR PAINTING UP TO 6' to include surface prep, primer coat and 2 finish coats	per sq. ft.	$3.10	$3.41	$3.75	$4.13	$4.54
4	INTERIOR PAINTING ABOVE 6' (walls and ceilings) to include surface prep, primer coat and 2 finish coats	per sq. ft.	$3.45	$3.80	$4.17	$4.59	$5.05
5	WOODEN DOOR (both sides including the casing) to include surface prep, primer coat and 2 finish coats	per door	$100.00	$110.00	$121.00	$133.10	$146.41
6	METAL DOOR (both sides including the casing) to include surface prep, primer coat and 2 finish coats	per door	$100.00	$110.00	$121.00	$133.10	$146.41
7	FASCIA less than 6" wide to include surface prep, primer coat and 2 finish coats	per linear ft.	$12.00	$13.20	$14.52	$15.97	$17.57
8	FASCIA greater than 6" wide to include surface prep, primer coat and 2 finish coats	per linear ft.	$16.00	$17.60	$19.36	$21.30	$23.43
9	EXPOSED WOOD RAFTER TAILS to include surface prep, primer coat and 2 finish coats	per linear ft.	$50.00	$55.00	$60.50	$66.55	$73.21
10	WINDOW CASING, SECURITY BAR to include surface prep, primer coat and 2 finish coats	per linear ft.	$1.00	$1.10	$1.21	$1.33	$1.46
11	WINDOW SECURITY SCREENING to include surface prep, primer coat and 2 finish coats	per sq. ft.	$1.00	$1.10	$1.21	$1.33	$1.46
12	WROUGHT IRON FENCE RE-PAINTING 3' TALL to include surface prep, primer coat and finish coat	per linear ft.	$15.95	$17.55	$19.30	$21.23	$23.35
13	WROUGHT IRON FENCE RE-PAINTING 6' TALL to include surface prep, primer coat and finish coat	per linear ft.	$21.30	$23.43	$25.77	$28.35	$31.19
14	WROUGHT IRON FENCE PAINTING 3' TALL (bare metal) to include surface prep, primer coat	per linear ft.	$10.65	$11.72	$12.89	$14.18	$15.59

	and finish coat						
15	WROUGHT IRON FENCE PAINTING 6' TALL (bare metal) to include surface prep, primer coat and finish coat	per linear ft.	$11.98	$13.18	$14.50	$15.95	$17.54
16	4"x4"X15' LIGHT POLE (with shoe box fixture) to include surface prep, primer coat and finish coat	per pole	$55.00	$60.50	$66.55	$73.21	$80.53
17	BACK FLOW / IRRIGATION CONTROLLER ENCLOSURE to include surface prep, primer coat and finish coat	per sq. ft.	$25.00	$27.50	$30.25	$33.28	$36.60
18	STUCCO SEAL to include 2 coats	per sq. ft.	$7.00	$7.70	$8.47	$9.32	$10.25
19	METAL ROOF REPAINTING to include surface prep, primer coat and 2 finish coats	per sq. ft.	$25.00	$27.50	$30.25	$33.28	$36.60
	Labor Rates						
20	PAINTER - Straight Time	per hour	$95.00	$104.50	$114.95	$126.45	$139.09
21	APPRENTICE PAINTER - Straight Time	per hour	$21.00	$23.10	$25.40	$27.95	$30.75
22	PAINTER - Overtime	per hour	$105.00	$115.50	$127.05	$139.76	$153.73
23	APPRENTICE PAINTER - Overtime	per hour	$27.00	$29.70	$32.67	$35.94	$39.53

* Option to Extend (Years 4 and 5)

All labor shall be paid at prevailing wage rates. CONTRACTOR shall determine proper wage classification. CITY may request certified payroll records for any work performed under the terms of this Agreement.

CITY will not allow, nor pay, any additional costs or surcharges on CONTRACTOR invoices not already noted on the Fee Schedule.

CONTRACTOR will provide a "not to exceed" quote for each project to be reviewed and approved by section Superintendent or appointed designee before work begins.

CITY reserves the right to review any invoice of the CONTRACTOR.
- Billing shall occur in a timely manner
- Separate invoices shall be submitted for each site per event

CITY reserves the right to withhold payment until the section Superintendent or appointed designee deems work has been completed to an acceptable standard.

5.1 An application for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

5.2 CONTRACTOR shall maintain adequate records and shall permit inspection and audit by CITY of CONTRACTOR's charges under this Contract. CONTRACTOR shall make such records available to CITY during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to CITY and any specified public agencies. Such records shall be maintained by CONTRACTOR for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event CONTRACTOR shall retain its records for the time required by such laws.

5.3 **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

6 TAXES

6.1 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with state and local laws.

6.2 CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation, or liability on behalf of CITY. No person employed by CONTRACTOR or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

6.3 CONTRACTOR shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

6.4 When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the work, CONTRACTOR shall assist the City in applying for and obtaining such tax credits and exemptions, which shall be paid or credited to the City.

7 PATENT FEES AND ROYALTIES

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, program, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, program, product or device is specified in the contract documents for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. CONTRACTOR shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights

incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, program, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

8 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR and any subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter “Indemnified Parties”) for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of CONTRACTOR, or its subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, CONTRACTOR and, as applicable, any subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONTRACTOR shall ensure that the contract of any subcontractor working under this agreement contain an indemnity agreement, requiring the subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONTRACTOR shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

9 INSURANCE

9.1 CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed “A” or better in the Best’s Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 9.8, must be reviewed and accepted by the City Attorney**.

9.1.1 Workers’ Compensation and Employer’s Liability

- Workers’ Compensation -- coverage as required by the State of California
- Employer’s Liability -- $1,000,000.00 each accident
  $1,000,000.00 policy limit bodily injury
  $1,000,000.00 each employee bodily injury by disease

9.1.2 Commercial General Liability

- $1,000,000.00 limit on a per occurrence basis
- $2,000,000.00 general aggregate limit

9.1.3 Commercial Automobile Liability

- $1,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

9.2 All of CONTRACTOR’s policies shall contain an endorsement providing that written notice shall be given to CITY at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage in the policy.

9.3 Policies providing for bodily injury and property damage coverage shall contain the following:

A. An endorsement extending coverage to the City as an additional insured, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificates shall state: “The City of Palmdale, Successor Agency to the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured”.

B. “Severability of Interest” Clause.

9.4 Promptly upon execution of this Contract, and prior to commencement of any work, CONTRACTOR shall deliver to CITY certificates of insurance and endorsements to all required policies demonstrating that CONTRACTOR has the required coverage and showing the required named insured. Within five (5) days of written request from CITY, CONTRACTOR shall deliver to CITY full and complete copies of all insurance policies required by this Contract.

9.5 The requirements as to the types and limits of insurance to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify CONTRACTOR’s liabilities and obligations under this Contract.

9.6 Any policy or policies of insurance that CONTRACTOR elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Contract shall include a provision waiving the insurer’s right of subrogation against CITY.

9.7 All insurance coverage must be maintained throughout the duration of this Contract.

9.8 Acceptable Proof of Insurance:

9.8.1 ACORD Certificate of Insurance listing all coverage, limits, deductibles and insured; and endorsements for all applicable coverage if agent has authority to issue it; or additional insured Form CG20100704 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

9.8.2 Binders of insurance for all coverage. Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements and a corresponding Certificate of Insurance listing all insurers and coverage must be submitted to the City Attorney.

9.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONTRACTOR fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

9.10 Any and all subcontractors working on behalf of CONTRACTOR shall be subject to insurance requirements that are substantially similar to those required of CONTRACTOR under this Contract.

10 TERMINATION WITHOUT CAUSE

City reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. CONTRACTOR shall also surrender to CITY all finished or unfinished documents, processes, programs and other supplies and materials, which shall be City's property. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

11 TERMINATION FOR CAUSE

If CITY determines that CONTRACTOR has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, CITY shall give written notice to CONTRACTOR specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for CITY's dissatisfaction and suggest corrective measures. If, after thirty days, CONTRACTOR has failed to implement appropriate corrective measures, CITY may elect to terminate this Contract in whole or in part.

11.1 In the event CITY terminates this Contract, in whole or in part, for cause, CITY may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

11.2 CONTRACTOR shall provide all finished or unfinished documents, data, studies, software, drawings, programs, processes, maps, photographs, reports, etc., prepared by CONTRACTOR within fifteen (15) working days after notice of termination. Upon such termination, CONTRACTOR shall be paid an amount equal to the value of the services provided and work performed as of the date of termination, taking into consideration the costs associated with hiring another CONTRACTOR to complete the services. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses. The above is in addition to any other remedies available by law or equity to CITY.

11.3 If, after notice of termination of the Contract under the provisions of this Section 11, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10.

12 DISPUTE RESOLUTION

All claims, disputes, and other matters in question between CITY and CONTRACTOR arising out of or relating to this Contract or the breach thereof shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

13 OWNERSHIP OF PRODUCT

All product, data, documents, programs and software including, but not limited to, research, field notes, investigations, analysis, studies, processes, software, instructions for use and other manuals, whether complete or incomplete, which are prepared or produced in the performance of this Contract are to be, and remain the property of CITY and shall be delivered to or left with CITY upon the completion or termination of this Agreement. CONTRACTOR shall furnish CITY, upon its request, originals and reproducible and electronic copies of product, data reports, studies and of all other documents listed above. Electronic copies shall be provided in an unprotected format which allows CITY to copy, reproduce and makes changes as CITY deems necessary.

14 DELEGATION AND ASSIGNMENT

14.1 CONTRACTOR shall not delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to CONTRACTOR from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

14.2 Any assignment, delegation or subcontract shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CONTRACTOR under this Contract.

15 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

15.1 In performance of this Contract, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, or age. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15.2 The provisions of subsection 15.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A

copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

16 FINANCIAL INTEREST CERTIFICATION

16.1 CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no officer or employee of the CITY has any interest, financially or otherwise, in CONTRACTOR's firm.

16.2 For breach or violation of this warranty, CITY shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

17 CONFLICT OF INTEREST

17.1 CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONTRACTOR to be "financial interested" (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

17.2 CONTRACTOR shall not employ any City official or employee to perform any work required pursuant to this Contract.

17.3 To the extent required by the City Manager or his designee, CONTRACTOR shall complete and file with the City Clerk a Form 700 Statement of Economic Interests disclosing any reportable property interests, income, gifts, investments, or business positions.

18 COMPLIANCE WITH LAW

18.1 CONTRACTOR shall comply with all state and federal laws, including but not limited to, the requirement to hire only those persons authorized by federal law to work in the United States. If CONTRACTOR uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by CONTRACTOR.

18.2 The law of the state of California shall govern this Contract. The venue of any legal action, either formal or informal, shall be the County of Los Angeles.

19 NOTICES

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

20 ENTIRE AGREEMENT AND AMENDMENTS

20.1 This Contract is the complete Agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

20.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by CONTRACTOR hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

20.3 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

21 ATTORNEY'S FEES

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

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

Steven D. Hofbauer Date
Mayor

ADDRESS FOR NOTICE:
CITY OF PALMDALE
39110 3rd Street East, Suite C
Palmdale, CA 93550

APPROVE AS TO FORM:

Scott E. Porter
Acting City Attorney

ATTEST:

Shanae S. Smith
City Clerk

US NATIONAL CORP dba JIMENEZ PAINTING COMPANY:

Fred Jimenez Date
President

ADDRESS FOR NOTICE:
US NATIONAL CORP dba JIMENEZ PAINTING COMPANY
10205 San Fernando Road
Pacoima, CA 91331

ATTEST: If Corporation

Secretary

City Council Staff Report

DATE: **AUGUST 3, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **1, 2, & 3**

SUBJECT: **NOTICE OF COMPLETION – ACCEPT COMPLETED PROJECT WITH NU LINE TECHNOLOGIES, LLC., FOR PN 751-B, SANITARY SEWER PIPELINE TRENCHLESS REHABILITATION PROJECT, AT VARIOUS LOCATIONS THROUGHOUT THE CITY.**

ISSUE

Notice of Completion - Accept completed project with Nu Line Technologies, LLC., for PN 751-B, Sanitary Sewer Pipeline Trenchless Rehabilitation Project, at various locations throughout the City.

RECOMMENDATION

Staff recommends that the City Council:

1. Accept completed project with Nu Line Technologies, LLC., for PN 751-B, Sanitary Sewer Pipeline Trenchless Rehabilitation Project, at various locations throughout the City, and
2. Authorize the Interim City Manager or her designee to execute and file a Notice of Completion.

BACKGROUND

Project No. 751-B, Sanitary Sewer Pipeline Trenches Rehabilitation Project, carried out the trenchless rehabilitation of sixteen (16) pipeline sections of various lengths within the City's existing sewer system using cured-in-place pipe (CIPP and UV-CIPP) trenchless methods only. Work was also included traffic control, traffic control plan development, and material certification submittals. All work was performed within the existing right of way.

DISCUSSION

All construction work for this project has been completed. To release funds being held as retention (five percent of each progress payment), it is necessary for the City Council to accept the project and for a Notice of Completion to be filed.

FISCAL IMPACT

This project was funded through Sewer Maintenance Assessment District Funds (254), which have been allocated in Account No. U0003. The original construction contract amount for this project was $172,300.00 and the final construction cost was $163,128.93, which represents a 5.3% decrease. This decrease is due to field conditions that prevented lining of one section in the system. Thirty-five (35) days after the Notice of Completion is filed, retention will be released.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

A. Seek innovative, cost effective, customer focused methods of service delivery.
B. Implement and administer environmentally sustainable programs.

Prepared by:	Chuck Heffernan, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

Notice of Completion

RECORDING REQUESTED BY:

CITY OF PALMDALE

WHEN RECORDED MAIL TO:

CITY OF PALMDALE
OFFICE OF THE CITY CLERK
38300 Sierra Highway, Suite C
Palmdale, CA 93550

Space Above This Line for Recorder's Use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, is hereby given that:

1. The undersigned is owner or corporate officer of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Palmdale, a Municipal Corporation.
3. The full address of the owner is 38300 Sierra Highway, Palmdale, CA 93550.
4. The nature of interest or estate of the owner is: Fee (Sanitary Sewer Pipeline Trenchless Rehabilitation Project, at various locations throughout the City).
5. A work of improvement on the property hereinafter described was completed on June 29, 2022
6. The work done was: "Sanitary Sewer Pipeline Trenchless Rehabilitation Project, at various locations throughout the City, PN-751B".
7. The name of the Contractor for such work of improvement: Nu Line Technologies, LLC.
8. The property on which said work of improvement was completed is in the City of Palmdale, State of California, and is described as Public Facility improvement.
9. The address of said property is: various locations throughout the City of Palmdale, CA 93550

Dated: August 3, 2022

City of Palmdale

Chuck Heffernan, PE. Director of Public Works

VERIFICATION

I, the undersigned, say: I am the Director of Public Works, the declarant of the foregoing notice of completion; I have read the said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 3, 2022, in the City of Palmdale, California.

Chuck Heffernan, PE. Director of Public Works

City Council Staff Report

DATE: **AUGUST 3, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **5**

SUBJECT: **NOTICE OF COMPLETION – ACCEPT COMPLETED PROJECT WITH INTERIOR DEMOLITION INC., FOR PN 832, AVENUE R ABATEMENT AND DEMOLITION OF 2 COMMERCIAL BUILDINGS**

ISSUE

Notice of Completion - Accept completed project with Interior Demolition Inc., for PN 832, Avenue R Abatement and Demolition of 2 Commercial Buildings.

RECOMMENDATION

Staff recommends that the City Council:

A. Accept completed project with Interior Demolition, Inc., for Project No. 832, Avenue R Abatement and Demolition of 2 Commercial Buildings.

B. Authorize the Interim City Manager or her designee to execute and file a Notice of Completion.

BACKGROUND

Project No. 832 Avenue R Complete Streets Project provides for a complete street concept that will accommodate pedestrian, bicycle, vehicle, and bus transportation modes on Avenue R between Sierra Highway and 25th Street East. As part of this project there are a total of eight (8) residences and/or commercial sites that need to be removed due conflict with the proposed street improvements. PN 832 is the second phase of this project to provide asbestos and lead based paint abatement, demolishing of building(s) and clearing the property of two (2) commercial properties. The properties are located at 840 East Avenue R and 905 East Avenue R.

DISCUSSION

All construction work for this project has been completed. To release retention for Project No. 832 (five percent of each progress payment), it is necessary for the City Council to accept the project and for a Notice of Completion to be filed. Thirty-five days after filing the Notice of Completion, the retention may be released.

FISCAL IMPACT

This project was funded through Avenue R Complete Streets and Safe Routes which have been allocated in Account No. S0058209-724525-3039. The original construction budget for this project was $96,607.00 and the final construction cost was $105,171.10, which represents a 9% increase. This increase is due to additional work not anticipated in the original scope including a new block wall, water connections and electrical removals. Thirty-five days after the Notice of Completion is filed the retention for the project will be released.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Chuck Heffernan, Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

Notice of Completion

RECORDING REQUESTED BY:

CITY OF PALMDALE

WHEN RECORDED MAIL TO:

CITY OF PALMDALE
OFFICE OF THE CITY CLERK
38300 Sierra Highway, Suite C
Palmdale, CA 93550

Space Above This Line for Recorder's Use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, is hereby given that:

1. The undersigned is owner or corporate officer of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Palmdale, a Municipal Corporation.
3. The full address of the owner is 38300 Sierra Hwy, Palmdale, CA 93550.
4. The nature of interest or estate of the owner is: Fee (Avenue R Abatement and Demolition of 2 Commercial Buildings)
5. A work of improvement on the property hereinafter described was completed on June 14, 2022.
6. The work done was: "Avenue R Abatement and Demolition of 2 Commercial Buildings".
7. The name of the Contractor for such work of improvement: Interior Demolition, Inc.
8. The property on which said work of improvement was completed is in the City of Palmdale, State of California, and is described as Public Facility improvement.
9. The address of said property is: 840 East Avenue R, and 905 East Avenue R.

Dated: August 3rd, 2022

City of Palmdale

Chuck Heffernan, P.E. Director of Public Works

VERIFICATION

I, the undersigned, say: I am the Director of Public Works, the declarant of the foregoing notice of completion; I have read the said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 1, 202 in the City of Palmdale, California.

Chuck Heffernan, P.E. Director of Public Works

City Council Staff Report

DATE: **AUGUST 3, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT CAPITAL IMPROVEMENT PROGRAM DIVISION**

DISTRICT: **1, 2, 3, 4, & 5**

SUBJECT: **AWARD CONSTRUCTION AGREEMENT WITH MANHOLE ADJUSTING, INC., FOR PN 866, SEWER MANHOLE ADJUSTMENTS AND REHABILITATION PROJECT, IN THE AMOUNT OF $340,000 FOR A TERM OF 120 WORKING DAYS FROM THE DATE OF THE NOTICE TO PROCEED**

ISSUE

Award construction agreement with Manhole Adjusting Inc., for PN 866, Sewer Manhole Adjustments and Rehabilitation Project, in the amount of $340,000 for a term of 120 working days from the date of the Notice to Proceed.

RECOMMENDATION

Staff recommends that the City Council:

1. Award Construction Agreement No. A-7955 with Manhole Adjusting Inc., for PN 866, Sewer Manhole Adjustments and Rehabilitation Project, in the amount of $340,000.

2. Authorize the Interim City Manager or her designee to execute Agreement No. A-7955 with Manhole Adjusting Inc., including minimal and/or non-substantive changes.

BACKGROUND

Project No. 866, Sewer Manhole Adjustments and Rehabilitation Project, provides for the full repair & adjustments of 90 sewer manholes in residential or commercial easements and on school property at various locations around the city. Maps showing the location of the manhole repairs can be provided if requested. The work shall consist of various manhole repairs as described in the bid documents and in accordance with the Sewer Maintenance division.

DISCUSSION

Two (2) bids were received for this project on June 30, 2022, and are summarized below:

BIDDER	LOCATION	AMOUNT
1. Manhole Adjusting, Inc.	Pico Rivera, CA	$340,000
2. Cedro Construction, Inc.	Santa Paula, CA	$883,327

The project was released for public bid electronically on June 1, 2022, and over 460 vendors were notified. Twenty-five (25) prime contractors, with no local presence, downloaded the bid documents for review and one contractor posted questions regarding the project. Two contractors ultimately elected to submit a bid. As the construction work exceeds $250,000, it falls under the Community Workforce Agreement.

References have been checked and staff recommends that the City Council award Project No. 866 to the lowest bidder, Manhole Adjusting Inc., in the amount of $340,000.

FISCAL IMPACT

The project has been funded through Sewer Maintenance (254) funds, which have been allocated in Account No. U0004. The account has a current cumulative balance of $1,250,000. The fiscal impact and remaining account balance can be seen in the following table:

SCOPE OF WORK	COST
PN 866 – Sewer Manhole Adjustment and Rehabilitation Project	$340,000
Construction Contingency (10%)	$34,000
Administration and Inspection	$20,000
Materials Testing	$10,000
Labor Compliance	$10,500
Total Cost:	**$414,500**

Account Number	Starting Balance	Anticipated Expenditures	Anticipated Remaining Balance
U0004254	$1,250,000	$414,500	$835,500

STRATEGIC PLAN

Goal II: Invest in infrastructure to improve community livability.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by: Chuck Heffernan, P.E., Director of Public Works
Certified as to availability of Funds: Janelle Samson, Director of Finance
Approved by: Ronda Perez, Interim City Manager
Approved as to form: Scott E. Porter, Acting City Attorney

City Council Staff Report

DATE: **AUGUST 3, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **NEIGHBORHOOD SERVICES**

HOUSING DIVISION

DISTRICT: **1**

SUBJECT: **APPROVE EXCESS COSTS GRANT AGREEMENT A-8007 WITH HOMES FOR FAMILIES FOR $800,000 FOR DEVELOPMENT OF 56 UNIT CALVET RESIDENTIAL ENHANCED NEIGHBORHOOD (REN) LOCATED AT DIVISION AND TAINTOR.**

ISSUE

Approve Excess Costs Grant Agreement A-8007 with Homes for Families for $800,000 for development of 56 unit CalVet REN Veteran housing located at Division and Taintor.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Excess Costs Agreement A-8007 with Homes for Families for $800,000 for development of 56 unit CalVet REN Veteran housing located at Division and Taintor; and
2. Authorize the City Manager or their designee to execute the Excess Costs Grant Agreement with Homes for Families, and take all necessary actions to implement the approved actions.

BACKGROUND

The City of Palmdale was awarded $35,445,019 by the United States Department of the Treasury of Coronavirus Local Fiscal Recovery Funds (CSLRF Funds) under the American Rescue Plan Act (ARPA). Among the eligible uses of ARPA funds is the investment in affordable housing to increase the supply for low-income residents and the mitigation of financial hardship experienced by certain types of entities due to the negative economic impacts resulting from the COVID-19 pandemic.

DISCUSSION

Homes for Families CalVet REN Veteran housing consists of 56 duplex units for veteran ownership by low income households, includes open space, veggies for vets garden, tot-

lot, three little free libraries, and neighborhood walkability for physical and mental health and community building. Forty-six homes are 3 bedroom and 10 are fully ADA 2 bedroom.

During the pandemic, Homes for Families experienced increased cost for construction materials and labor, including lumber, drywall, insulation, and garage doors. In addition, Homes for Families was unable to hold TEAMBuilds events due to quarantine orders, improvements planned for completion by volunteers, such as interior and exterior painting, required hiring subcontractors to complete these and other construction tasks. The increased cost for vertical construction is $53,670 per home for 54 homes, totaling $2,898,180.

FISCAL IMPACT

Funds are available in account 15818503-737100-1332 ARPA Affordable Housing.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability and to plan and maintain safe and attractive neighborhoods, streets and facilities.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Sophia Reyes, Housing Manager
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Excess Costs Grant Agreement A-8007
2. Project Location Map

EXCESS COSTS GRANT AGREEMENT
(A-8007)

This EXCESS COSTS GRANT AGREEMENT (this "**Agreement**") is dated for reference purposes as of August 3, 2022, and is entered into by and between the CITY OF PALMDALE, a charter city of the State of California ("**City**"), and HOMES FOR FAMILIES, a California nonprofit public benefit corporation ("**Developer**"), who agree as follows:

RECITALS

A. The HOUSING AUTHORITY OF THE CITY OF PALMDALE, a public body corporate and politic ("**Authority**") and HABITAT FOR HUMANITY OF SAN FERNANDO/SANTA CLARITA VALLEYS, INC., a California nonprofit public benefit corporation ("**Prior Developer**") have heretofore entered into that certain Affordable Housing Agreement dated as of April 4, 2017 (the "**Original AHA**") with respect to the development of the Project consisting of 56 for-sale single-family housing units to be sold to Low Income households who are First Time Homebuyers (as such terms are defined in the Original AHA) on that certain real property described in the Original AHA as the "**Property**".

B. As amended from time to time, the Original AHA shall be referred to herein as the "**AHA**".

C. Developer is the successor-in-interest to Prior Developer and is the current developer party to the AHA.

D. Developer is a California nonprofit public benefit corporation engaged in the business of creating affordable homeownership opportunities for low income households.

E. The AHA contains a Project Budget (as amended from time to time, the "**Project Budget**"), which sets forth the sources and uses of funds for construction of the Project.

F. Due to negative economic impacts resulting from the pandemic (*i.e.,* increased materials and construction costs), the costs of developing the Project have exceeded the Project Budget.

G. City was awarded $35,445,019 in American Rescue Plan Act ("**ARPA**") funds ("**ARPA Funds**") through the United States Department of the Treasury.

H. Among the eligible uses of ARPA Funds is the investment in affordable housing to increase the supply for low-income residents and the mitigation of financial hardship experienced by certain types of entities due to the negative economic impacts resulting from the COVID-19 pandemic.

I. In order to increase the supply of affordable housing for low-income residents and to mitigate the financial hardship experienced by Developer due to the negative economic impacts resulting from the COVID-19 pandemic, City desires to grant to Developer the sum of

$800,000 to be used to fund Project costs in excess of the Project Budget (the "**Excess Costs Grant**").

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CITY AND DEVELOPER HEREBY AGREE AS FOLLOWS:

TERMS

1. Capitalized terms not otherwise defined herein shall bear the respective meanings set forth in the AHA.

2. City shall make the Excess Costs Grant to Developer. All proceeds of the Excess Costs Grant shall be used solely to reimburse Developer for Developer's excess costs of developing the Project, and all expenditures shall be supported by customary invoices, lien releases, *etc*. From time to time, Developer may request to draw upon the Excess Costs Grant; the initial draw shall be for $650,000, and the subsequent draw request(s) for the remaining $150,000 shall be accompanied by documentation of previous expenditures made prior to such new draw(s) being approved and released. As soon as practicable, the parties hereto shall develop and implement a report, which shall be due on the 5th day of each calendar month, to track draw requests submitted, funds disbursed, budget line items funded, and the outstanding balance, with regard to the Excess Costs Grant.

3. Developer shall carry out the Project in conformity with all applicable laws, including all applicable federal and state labor standards, including, without limitation, the requirement to pay state prevailing wages, if applicable, and the beneficiary reporting requirements of ARPA as required by 31 CFR Title 35, which requirements are further set forth in Exhibit A, attached hereto and incorporated herein by this reference.

4. Developer agrees to carry out development, construction (as defined by applicable law) and operation of the Project on the Property, including, without limitation, any and all public works (as defined by applicable law), in conformity with all applicable local, state and federal laws, including, without limitation, all applicable federal and state labor laws (including, without limitation, any requirement to pay state prevailing wages). Developer represents that the Project is a self-help housing project in which no fewer than 500 hours of construction work and self-sufficiency training associated with the homes are to be performed by the homebuyers and therefore, pursuant to California Labor Code Section 1720(c)(5)(A), the construction of the Improvements is not a "public works project". Developer expressly acknowledges and agrees that neither City nor Authority has ever previously affirmatively represented to Developer or its contractor(s) for the Project in writing or otherwise, in a call for bids or otherwise, that the work to be covered by the bid or contract is not a "public work", as defined in Section 1720 of the California Labor Code. Developer agrees that Developer shall have the obligation to provide any and all disclosures, representations, statements, rebidding, and/or identifications which may

be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Developer agrees that Developer shall have the obligation to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the California Civil Code, California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Developer agrees that Developer shall have the obligation, at Developer's sole cost, risk and expense, to obligate any party as may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Developer shall indemnify, protect, defend and hold harmless Authority, City and their respective elected officers, employees, contractors and agents, with counsel reasonably acceptable to Authority and City, from and against any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including labor costs, penalties, reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction (as defined by applicable law) and/or operation of the Project, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Sections 1726 and 1781 of the California Labor Code, as the same may be enacted, adopted or amended from time to time, or any other similar law; (3) failure by Developer to provide any required disclosure, representation, statement, rebidding and/or identification which may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law; (4) failure by Developer to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the California Civil Code, California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law; (5) failure by Developer to obligate any party as may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. It is agreed by the parties hereto that, in connection with the development, construction (as defined by applicable law) and operation of the Project, including, without limitation, any public work (as defined by applicable law), Developer shall bear all risks of payment or non-payment of state prevailing wages and/or the implementation of California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law; and/or (6) noncompliance with ARPA. "Increased costs" as used in this Section shall have the meaning ascribed to it in California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Agreement.

5. Developer acknowledges that, but for the execution of this Agreement, City would not make the Excess Costs Grant.

6. The Excess Costs Grant need not be repaid to City. Notwithstanding the foregoing, the Excess Costs Grant shall be immediately repaid by Developer to City in the event that Developer is in default of any provision of this Agreement, and fails to cure such default within 10 days after receiving notice.

7. The funds used by City to make the Excess Costs Grant shall be ARPA Funds. Accordingly, Developer agrees for itself, its successors and assigns that the use of the Property shall be for the development of qualifying affordable housing and for no other purpose.

8. Developer hereby agrees to pay all costs and expenses, including reasonable attorneys' fees, which may be incurred by City, in the enforcement of this Agreement or any term or provision hereof.

9. Upon the failure of Developer to perform or observe any other term or provision of this Agreement, City may exercise its rights or remedies hereunder.

10. If the rights created by this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable as to any part of the obligations described herein, then the remaining obligations shall be completely performed.

11. This Agreement may not be changed orally, but only by an amendment in writing signed by Developer and City.

[remainder of page intentionally left blank]

12. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Executed in Palmdale, California, as of the date first set forth above.

"**DEVELOPER**"

Date: _____

HOMES FOR FAMILIES,
a California nonprofit public benefit corporation

By:_____
Donna E. Deutchman
Chief Executive Officer

By: _____
Name: _____
Its: _____

*In accordance with California Corporations Code Section 313, this document must be executed by the Corporation's Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations' Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.

[Signatures Continue on Following Page]

"**CITY**"

CITY OF PALMDALE,
a charter city of the State of California

By: _____ Date: _____
Ronda Perez
Interim City Manager

ATTEST:

By: _____
Shanae Smith
City Clerk

APPROVED AS TO FORM:

By: _____
Scott E. Porter
Acting City Attorney

KANE, BALLMER & BERKMAN
City Special Counsel

By: _____
Todd C. Mooney

Exhibit A

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI

and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

> *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

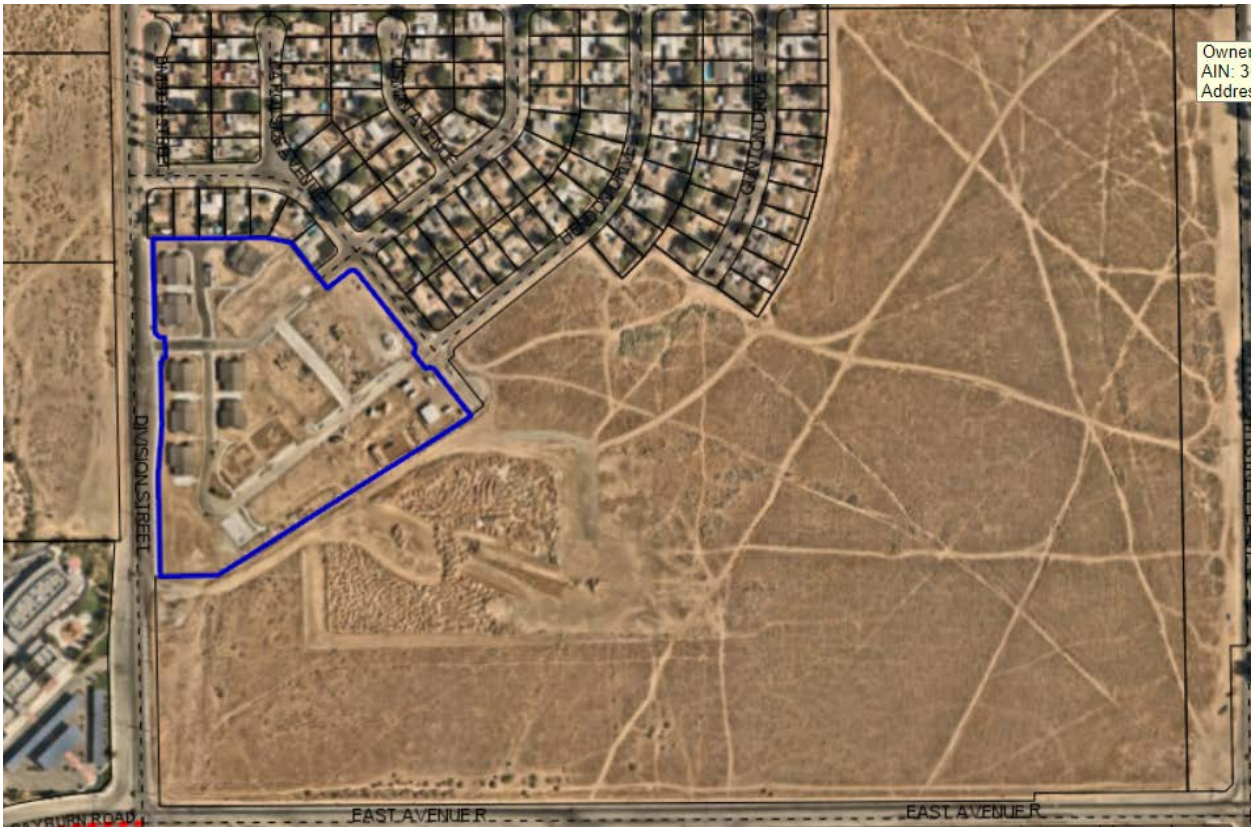
11. **The Catalogue of Federal Domestic Assistance (CFDA) Number for the State and Local Fiscal Recovery Funds is 21.027.**

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Project Map

Homes for Families: Division/ Taintor



City Council Staff Report

DATE: **AUGUST 3, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **NEIGHBORHOOD SERVICES**

HOUSING DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE GRANT FROM THE CITY OF PALMDALE TO THE HOUSING AUTHORITY OF THE CITY OF PALMDALE OF $1,200,000 OF UNITED STATES TREASURY OF CORONOVIRUS LOCAL FISCAL RECOVERY FUNDS (CSLRF FUNDS) UNDER THE AMERICAN RESCUE PLAN ACT (ARPA) FOR DEVELOPMENT OF AFFORDABLE HOUSING**

ISSUE

Approve Grant from the City of Palmdale to the Housing Authority of the City of Palmdale of $1,200,000 of United States Treasury of Coronavirus Local Fiscal Recovery Funds (CSLRF Funds) under the American Rescue Plan Act (ARPA) for development of affordable housing in the City of Palmdale.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Grant from the City of Palmdale to the Housing Authority of the City of Palmdale of $1,200,000 of United States Treasury of Coronavirus Local Fiscal Recovery Funds (CSLRF Funds) under the American Rescue Plan Act (ARPA) for development of affordable housing in the City of Palmdale; and
2. Authorize the City Manager or their designee to execute documents and take all necessary actions to implement the approved actions.

BACKGROUND

The City of Palmdale was awarded $35,445,019 by the United States Treasury of Coronavirus Local Fiscal Recovery Funds (CSLRF Funds) under the American Rescue Plan Act (ARPA). Among the eligible uses of ARPA funds is the investment in affordable housing to increase the supply for low-income residents and the mitigation of financial hardship experienced by certain types of entities due to the negative economic impacts resulting from the COVID-19 pandemic.

DISCUSSION

During the pandemic the cost of construction of affordable housing increased, the materials including lumber, drywall, insulation and concrete. The California Department of General Services Construction Cost Index increased 10.01% from 2020 to 2021, from 7,041 to 7,746, and 15.22% from 2021 to 2022, from 7,746 to 8,925.

The Housing Authority of the City of Palmdale assists Developers with gap financing to develop and rehabilitate units that are affordable to eligible households that are Extremely Low, Very Low and Low Income.

The Housing Authority proposes to loan or grant the ARPA funds granted by the City and program income received through repayment of the funds for the development of eligible affordable housing projects.

FISCAL IMPACT

Funds are available in account 15818503-737100-1332 ARPA Affordable Housing.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability and to plan and maintain safe and attractive neighborhoods, streets and facilities.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Sophia Reyes, Housing Manager
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

City Council Staff Report

DATE: **AUGUST 3, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY ATTORNEY'S OFFICE**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2022-087, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE MAKING LEGALLY REQUIRED FINDINGS AND EXTENDING REMOTE TELECONFERENCE PARTICIPATION FOR MEETINGS OF THE CITY COUNCIL AND/OR ITS RELATED OR SUBORDINATE LEGISLATIVE BODIES**

ISSUE

Adopt Resolution No. CC 2022-087, a Resolution of the City Council of the City of Palmdale authorizing remote teleconference participation for meetings of the City Council and/or its subordinate legislative bodies for an additional 30-day period.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the resolution to thereby extend, for an additional 30-day period, the authority of the City Council, and all related and/or subordinate legislative bodies, to participate remotely in properly noticed meetings.

BACKGROUND

Since October 1, 2021 and through January 1, 2024, AB 361 has temporarily amended the Ralph M. Brown Act (California Government Code § 54950 *et seq*.) to provide more flexibility regarding participation in public meetings from a remote location. In layman's terms AB 361 allows "zoom" meetings if specified requirements are met.

If the City Council authorizes remote meetings, such authorization must expire no later than 30 days from the initial authorization. The City Council is authorized to thereafter extend the authorization if it makes one of various specified findings.

AB 361 requires several procedural safeguards to protect public participation during a remote meeting, key ones of which are summarized as follows:

1. The public must have the ability to address the legislative body directly and must be given information on how to address the legislative body;
2. The public must be provided with either a call-in or internet-based service option;
3. The legislative body must stop the meeting if the call-in or internet-based option fails;

4. The legislative body cannot require that public comments be submitted in advance (although this option can be provided);
5. Public speakers cannot be required to pre-register for public comment (except as required by an independent call-in or internet platform);
6. Members of the public must be given a reasonable time to register to provide public comment; and
7. Agencies that provide a timed public comment period shall not close the public comment period until that time period has expired.

DISCUSSION

The City Council adopted an initial AB 361 Resolution on June 15, 2022. A subsequent resolution adopted on July 13, 2022 is set to expire on August 13, 2022. An extension of authority to remotely participate is allowed if (1) the state of emergency continues, and (2) a resolution with required findings has been adopted within the last 30 days.

The proposed resolution would be immediately effective and allow members of legislative bodies to continue to participate remotely for an additional thirty days if the agenda for the meeting has included the legally required participation noticing. The resolution would also allow the City Manager (or designee) to opt to not include such noticing, as there may be instances where it would be impractical, due to staffing considerations, to allow remote participation in meetings.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

C. Involve and expand engagement to enhance public oversight and transparency.

Prepared by:	Scott E. Porter, Acting City Attorney
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Proposed Resolution No. CC 2022-087

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE MAKING LEGALLY REQUIRED FINDINGS AND EXTENDING REMOTE TELECONFERENCE PARTICIPATION FOR MEETINGS OF THE CITY COUNCIL AND ITS RELATED AND/OR SUBORDINATE LEGISLATIVE BODIES

WHEREAS, the City of Palmdale is committed to preserving and fostering public access and participation in meetings of the City Council and all its subordinate bodies, consistent with the Ralph M. Brown Act (California Government Code § 54950 *et seq*.); and

WHEREAS, Government Code § 54953(e) expressly allows cities to, during the existence of a state of emergency declared by the Governor pursuant to Government Code § 8625, allow teleconference participation in city meetings;

WHEREAS, on March 4, 2020, the Governor declared a state of emergency and such declaration continues to be in effect;

WHEREAS, state and local officials have imposed or recommended measures to promote social distancing, including requirements to not return to work within specified time frames for people who have tested positive for COVID-19;

WHEREAS, the City Council adopted Resolution No 2022-081 within the last thirty days, authorizing exemption from the requirements of Government Code section 54953(b)(3) from July 13, 2022 until August 13, 2022.

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The Recitals set forth above are correct and are incorporated by reference.

SECTION 2. The City Council finds that the state of emergency declared by the Governor remains in effect and state officials continue to impose or recommend measures to promote social distancing. Therefore, for agendas which include all the noticing required by Government Code § 54953(e), the City Council and its related and/or subordinate bodies, by this Resolution, shall continue to be exempt from the requirements of Government Code section 54953(b)(3) until the end of the day on

September 2, 2022. The City Council may conduct its meetings in a manner which allows telephonic participation by the members of the legislative body, staff, and the public. Such meetings shall be conducted consistent all requirements applicable to telephonic meetings. The City Clerk is directed to notice all such meetings to allow telephonic participation by the members of such bodies and the public and staff, except as otherwise directed by the City Manager, or the City Manager's designee.

SECTION 3. This Resolution shall take effect immediately upon its adoption and shall remain effective until the end of the day on September 2, 2022, unless the term of this resolution is extended or prematurely terminated.

SECTION 4. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 3rd day of August 2022.

_____
Steven D. Hofbauer, Mayor

APPROVED AS TO FORM:

_____
Scott E. Porter
Acting City Attorney

ATTEST:

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 3rd day of August 2022 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____ _____
Shanae S. Smith, City Clerk

MINUTES
CITY COUNCIL/SA/HA/IDA/PAA/PCA/PFA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JUNE 15, 2022

www.cityofpalmdale.org

5:00 P.M.

1) CALL MEETING TO ORDER

Mayor Hofbauer called the meeting to order at 5:05 p.m.

2) ROLL CALL MAYOR HOFBAUER, MAYOR PRO TEM LOA, COUNCILMEMBERS CARRILLO, BISHOP, BETTENCOURT

PRESENT: Steven Hofbauer, Richard J Loa, Austin Bishop, Laura Bettencourt.
ABSENT: Juan Carrillo.
City Clerk Smith stated Councilmember Carrillo was running late.

Mayor Hofbauer moved item 4.1 forward at this time.

Councilmember Carrillo arrived at 5:05 and was able to participate in all matters.

3) PUBLIC COMMENTS

The following individuals provided public comments:

Michelle Flanagan reported four fires within the last two weeks in Leona Valley and opposed the Ritter Ranch project.

Carl Piercy stated infrastructure is lacking for the Ritter Ranch Project, specifically the 14 freeway improvements.

Peggy Fuller spoke in opposition of the Ritter Ranch Project and expressed concerns regarding the Native American artifacts located on the Ritter Ranch property.

Mario Presents commented on the Ritter Ranch Project and the lack of fire protection.

Alesia Robertson shared comments regarding an additional fire department, the current traffic, and the lack of water for the Ritter Ranch project.

Mario Presents, Rich Gallego, Garlena Davis, and Abraham Saucedo commented in opposition to the hiring of John L. Jones II.

Carol Ross read scripture and prayed for Council.

Alenna Schofield expressed concerns regarding the hiring of John L. Jones II, Measure AV disbursements and the lack of representation for ethnic groups.

Dave Bowman shared comments in opposition to city leadership.

Kevin Shenkman congratulated Councilmember Carrillo and commented in favor of hiring John L. Jones II.

4) MEETING MANAGEMENT ITEM

4.1) Adopt Resolution No. CC 2022-078, a Resolution of the City Council of the City of Palmdale Authorizing Remote Teleconference Participation for Meetings of the City Council and its Subordinate Legislative Bodies Between June 15, 2022 and July 15, 2022. (Staff Reference: Acting City Attorney Porter)

Acting City Attorney Porter provided Council with a brief overview of the staff report.

Motion: Adopt Resolution No. CC 2022-078.
Moved by Richard J Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

5) PRESENTATION BY CITY ATTORNEY

Acting City Attorney Porter confirmed that items would be heard as listed.

5.1) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:
Claimant: Michael Behen
City Claim No.: 2022-008
Date Filed: 02/09/22
Date of Loss: Various

5.2) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:
Claimant: Patricia Nevarez
City Claim No.: 2022-005
Date Filed: 1/27/22
Date of Loss: Various

5.3) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:
Claimant: Shanae Smith
City Claim No.: 2022-005
Date Filed: 1/10/22
Date of Loss: Various

5.4) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Ricci v. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCV01269
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

5.5) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Marian K. Allen vs. City of Palmdale, et al.
Los Angeles Superior Court
Case No. 21AVCV00824
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

5.6) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Leona Valley Town Council vs. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCP01932
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1)

5.7) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Shanae Smith, Patricia Nevarez, and Michael "Mike" Behen vs. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCV18219 This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

5.8) The reason for holding a Closed Session is for the purpose of:
PUBLIC EMPLOYEE APPOINTMENT
Title: Interim City Attorney

5.9) CONFERENCE WITH LABOR NEGOTIATORS

City Representatives: Ronda Perez, Interim City Manager and Patricia Nevarez, Human Resources Manager

Position: Interim City Attorney
Unrepresented Employee: John Jones, Interim City Attorney

This Closed Session is being held pursuant to the authority of California Government Code Section 54957.6.

6) ANNOUNCEMENT BY CITY ATTORNEY

Acting City Attorney Porter reported the following:

Item 5.5 - The City Council authorized the filing of a cross complaint. 5-0 vote

Item 5.6 - The City Council authorized the filing of a cross complaint. 5-0 vote

There was no reportable action taken on the other agenda items.

7) ADJOURN CLOSED SESSION MEETING

Mayor Hofbauer adjourned the Closed Session meeting at 8:28 p.m.

7:00 P.M.

Mayor Hofbauer called the meeting to order at 8:30 p.m.

8) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS

Riley Mellin led the pledge of allegiance.

9) ROLL CALL

MAYOR/CHAIR HOFBAUER, MAYOR PRO TEM/VICE CHAIR/CHAIR PRO TEM LOA,
COUNCILMEMBERS/DIRECTORS/MEMBERS/COMMISSIONERS CARRILLO, BISHOP, BETTENCOURT, FRAGA-SAENZ, DENNY

PRESENT: Steven Hofbauer, Richard J Loa, Juan Carrillo, Laura Bettencourt Christina Fraga-Saenz, Phil Denny.
ABSENT: Austin Bishop.

Motion: Excuse the absence of Councilmember Bishop.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (6-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Laura Bettencourt, Christina Fraga-Saenz, Phil Denny

10) WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)

Motion: Move to waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting.
Moved by Richard J Loa, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Austin Bishop.

Mayor Hofbauer stated based on the fact that there was no action taken on 5.8 and 5.9, item 16.3 would be removed from the agenda.

Motion: Remove Item 16.3 from the agenda.

Moved by Steven Hofbauer, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Austin Bishop.

Motion: Add a presentation to the agenda for volunteers that were instrumental in providing food and PPE materials to the unhoused.
Moved by Steven Hofbauer, seconded by Richard J Loa.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Austin Bishop.

11) PUBLIC COMMENTS

Sky Jung invited the public and city staff to attend the Palmdale Pride Walk to be held on June 26th at 9:00 a.m. starting at the Palmdale Playhouse.

Dave Bowman expressed concerns regarding public participation in the meeting and the law enforcement contract.

Eugene Hernandez requested a moment of silence for the victims of the Uvalde, Texas shooting and called for transparency in city government.

The following individuals encouraged Council to provide more support for the unhoused population: Ron Kasan, Ishmael Gaven, Marcia Garcia, Moari Howard, Markeisha Nairn, Maurice Banks, Van Roberts, Tamnie Lang, and Julie Griswell.

Vladimir Gomez advocated for organizations requesting Measure AV funds and requested transparency of funds.

Jason Zink welcomed the new City Attorney, commented on how public comments are being handled, the homeless shelter, fire danger, erecting a monument to Steve Knight, and election reform.

Stacia Nemeth commented in opposition to 14.3

Lourdes Everett opposed 15.1.

Victor Ramirez, Pueblo Y Salud, asked about codification of an ordinance related to single serve alcohol.

Lorraine Rowe, Denise Gregg, Laverne Harman, Jill Thomas opposed the removal of V. Jessie Smith from the Planning Commission.

Dr. Roger Girion, Antelope Valley Hospital Foundation, shared comments regarding Measure AV grant allocations.

Marcos Alvarez congratulated Juan Carrillo and implored the Council to invest in a women's shelter.

Gleydy Colmenares requested support for all non-profit organizations.

Eduardo Lopez expressed views on the lack of support for Latinos and African American organizations.

Nancy Rodriguez, Felix Menendez spoke in support of SALVA receiving Measure AV funds

Rich Gallego commented regarding illegal use of Measure AV disbursements by recipients

Yule Gevargis asked for a report on Measure AV funds and for information on the power purchase agreement.

Karen Davis, representative of Antelope Valley Toys for Tots, requested Measure AV grant funds.

Mario Presents, Amanda Palmer, Abraham Salcedo, Melissa Chavez requested the recusal of Councilmember Carrillo from the vote regarding Measure AV funds.

Alicia Noterman, Dynamic Therapy Solutions, expressed the importance of the organization receiving Measure AV grant funds

Kelli Mactaggart spoke in support of Dynamic Therapy Solutions receiving Measure AV grant funds

Melissa Chavez, Mark Napalitano, and Adrianna Salcedo requested transparency of recipients awarded Measure AV funds.

Brenda Avadian, volunteer for CERT, shared comments regarding the disbursement of Measure AV funds.

Mayor Hofbauer made a motion to continue the City Council meeting past 10:30 pm, the motion died for a lack of second.

Motion: Continue the City Council meeting to June 16, 2022 at 5:00 p.m.
Moved by Steven Hofbauer, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Austin Bishop.

12) CONSENT CALENDAR

Consent Calendar Items 12.1 through 12.8 were not heard.

12.1) Adopt Resolution No. CC 2022-067, a Resolution of the City Council of the City of Palmdale establishing an appropriations limit for Fiscal Year 2022-23 pursuant to Article XIII B of the California Constitution and repeal Resolution No. CC 2021-064. (Staff Reference: Director of Finance Samson)

12.2) Approve blanket purchase order 20230001 with Amazon Capital Services, Inc. dba Amazon Business in an amount not to exceed $172,240.00 for FY 2022-23 to procure office & operating supplies, program supplies, equipment, technology equipment, and furniture. (Staff Reference: Director of Finance Samson)

12.3) Approve Purchase Order No. 20230000 with Walsma Oil Company, Inc. for Diesel and Unleaded Fuel, Motor Oil and Lubricants in an amount not to exceed $450,000. (Staff Reference: Director of Public Works Heffernan)

12.4) Approve Contract Services Agreement with FirstCarbon Solutions to perform ongoing Planning and Permitting efforts for the Palmdale Warehouse Project located at 10th Street West and Avenue M. (Staff Reference: Director of Economic and Community Development Garibay)

12.5) Adopt Resolution No.CC 2022-073, a Resolution of the City Council of the City of Palmdale Amending the City's Clarification and Pay Plan for General Positions. (Staff Reference: Director of Finance Samson)

12.6) Adopt Resolution No. CC 2022-074, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay plan for Bargaining Unit Positions. (Staff Reference: Director of Finance Samson)

12.7) Adopt Resolution No. CC 2022-075, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay plan for Parks & Recreation Unbenefited Positions. (Staff Reference: Director of Finance Samson)

12.8) Adopt Resolution No.CC 2022-076, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay Plan for "Y" Rated Positions. (Staff Reference: Director of Finance Samson)

13) JOINT PUBLIC HEARING CC/SA/HA/IDA/PAA/PCA/PFA

Item 13.1 was not heard.

13.1) Public Hearing and Review of Proposed Joint Resolution Nos. CC 2022-066, SA 2022-004, PCA 2022-002, HA 2022-001, IDA 2022-001, PAA 2022-001, and PFA 2022-001 approving the Annual Operating and Capital Budget for Fiscal Year 2022-23. (Staff Reference: Director of Finance Samson)

A Joint Resolution of the City Council of the City of Palmdale, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority of the City of Palmdale, the Industrial Development Authority, the Palmdale Airport Authority of the City of Palmdale, and the Palmdale Financing Authority approving and adopting the City of Palmdale's Annual Budget for Fiscal Year 2022-23, and approving revenue and expenditure adjustments to Fiscal Year 2021-22.

14) PUBLIC HEARING

Items 14.1 through 14.3 were not heard.

14.1) Public Hearing and Review of Proposed Resolution No. CC 2022-064. (Staff Reference: Director of Finance Samson)

Resolution No. CC 2022-064, a Resolution of the City Council of the City of Palmdale, approving the initial rates and rate setting parameters for Energy for Palmdale's Independent Choice Community Choice Aggregation Program

14.2) Public Hearing and Review of Proposed Resolution No. CC 2022-065 for adoption, regarding an updated city wide fee schedule. (Staff Reference: Director of Finance Samson)
Adopt Resolution No. CC 2022-065, A Resolution of the City Council of the City Council of the City of Palmdale restating in its entirety the Palmdale

Master Schedule of Fees and repealing Resolution No.CC 2021-057

14.3) Public Hearing and Review of Proposed Urgency Ordinance U-1590 for adoption. (Staff Reference: Acting City Attorney Porter)

Adopt Urgency Ordinance No. U-1590, An Ordinance of the City Council of the City of Palmdale Amending Chapter 2.46 Regarding Planning Commissioner Appointments

15) APPOINTMENT

Items 15.1 and 15.2 were not heard.

15.1) Removal and Appointment and/or Reappointment of Planning Commissioners. (Staff Reference: Acting City Attorney Porter)

15.2) Approve Appointment to the Board of Library Trustees. (Staff Reference: City Clerk Smith)

16) NEW BUSINESS

Items 16.1 through 16.3 were not heard.

16.1) Approve Second Amendment to the Franchise Agreement with Waste Management of California, Inc. dba Waste Management of Antelope Valley for Integrated Solid Waste Management Services. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

16.2) Award Measure AV Grant Program Funding, totaling $1,306,810, to grantees in Exhibit A and authorize Interim City Manager to enter into agreements ranging from $2,000 to $250,000. (Staff Reference: Interim City Manager Perez, Deputy Director of Parks and Recreation Dombrowski and Management Analyst Kelley)

16.3) Approve Employment Agreement Between the City of Palmdale and Interim City Attorney, John Jones. (Staff Reference: Interim City Manager Ronda Perez).

17) ADJOURN

Mayor Hofbauer adjourned the meeting at 10:30 p.m. to June 16, 2022 at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 3rd day of August 2022.

_____

Steven D. Hofbauer, Mayor

ATTEST:

_____

Shanae S. Smith, City Clerk

MINUTES
CITY COUNCIL/SA/HA/IDA/PAA/PCA/PFA
06/16/2022 5:00 PM
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JUNE 16, 2022

www.cityofpalmdale.org

This meeting was continued from the June 15, 2022, 7:00 p.m. City Council meeting.

Please refer to the June 15, 2022, meeting minutes for information on Item No. 4.1 and City Attorney's Closed Session Report.

Mayor Pro Tem Loa called the meeting to order at 5:05 p.m

8) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS

Abraham Salcedo led the pledge of allegiance.

9) ROLL CALL MAYOR/CHAIR HOFBAUER, MAYOR PRO TEM/VICE CHAIR/CHAIR PRO TEM LOA, COUNCILMEMBERS/DIRECTORS/MEMBERS/COMMISSIONERS CARRILLO, BISHOP, BETTENCOURT, FRAGA-SAENZ, DENNY

PRESENT: Richard J Loa, Juan Carrillo, Laura Bettencourt.
ABSENT: Steven Hofbauer, Austin Bishop.
Motion: Excuse the absence of Mayor Hofbauer and Councilmember Bishop.
Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer, Austin Bishop, Phil Denny.

10) WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)
Recommendation: Move to waive full reading of the Resolution (s) and/or Ordinance (s) to be considered and voted on at this meeting.

Please see the minutes for June 15, 2022 for the action taken on this item.

11) PUBLIC COMMENTS

The following individuals provided public input:

Ruth Sanchez expressed concerns regarding the lack of quorum to approve the Measure AV item and the order of speaker forms.

Betsy Haslett suggested thorough research of organizations before receiving Measure AV grant funds.

Mike Verduzco encouraged financial auditing of recipients of Measure AV funds and to keep the funds in Palmdale.

Rich Gallego shared comments regarding electrical power choices.

Brenda Court spoke on transparency of recipients of Measure AV funds and city government.

Mario Presents and Karla commented in opposition to the CalChoice item.

Eugene Hernandez encouraged staff to implement Project Homekey.

Linda Enos requested proper vetting of those receiving Measure AV funds.

John Hardestry encouraged Council to make the right decisions regarding Measure AV fund.

Rosie Mainella thanked Council for having a strong constitution, and shared comments regarding water rationing, funding for unhoused from LAHSA, and in support of Planning Commissioners.

Eric Ohlsen stated there was transparency in the Measure AV grant project.

Xavier Flores commented regarding hospitable treatment of all citizens in Palmdale.

A motion was made and carried unanimously to close the Public Comment section of the agenda.

12) CONSENT CALENDAR

12.1) Adopt Resolution No. CC 2022-067, a Resolution of the City Council of the City of Palmdale establishing an appropriations limit for Fiscal Year 2022-23 pursuant to Article XIII B of the California Constitution and repeal Resolution No. CC 2021-064. (Staff Reference: Director of Finance Samson)

12.2) Approve blanket purchase order 20230001 with Amazon Capital Services, Inc. dba Amazon Business in an amount not to exceed $172,240.00 for FY 2022-23 to procure office & operating supplies, program supplies, equipment, technology equipment, and furniture. (Staff Reference: Director of Finance Samson)

12.3) Approve Purchase Order No. 20230000 with Walsma Oil Company, Inc. for Diesel and Unleaded Fuel, Motor Oil and Lubricants in an amount not to exceed $450,000. (Staff Reference: Director of Public Works Heffernan)

12.4) Approve Contract Services Agreement with FirstCarbon Solutions to perform ongoing Planning and Permitting efforts for the Palmdale Warehouse Project located at 10th Street West and Avenue M. (Staff Reference: Director of Economic and Community Development Garibay)

12.5) Adopt Resolution No.CC 2022-073, a Resolution of the City Council of the City of Palmdale Amending the City's Clarification and Pay Plan for General Positions. (Staff Reference: Director of Finance Samson)

12.6) Adopt Resolution No. CC 2022-074, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay plan for Bargaining Unit Positions. (Staff Reference: Director of Finance Samson)

12.7) Adopt Resolution No. CC 2022-075, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay plan for Parks & Recreation Unbenefited Positions. (Staff Reference: Director of Finance Samson)

12.8) Adopt Resolution No.CC 2022-076, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay Plan for "Y" Rated Positions. (Staff Reference: Director of Finance Samson)

Motion: Approve all items listed on the Consent Calendar.
Moved by Juan Carrillo, seconded by Juan Carrillo.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer, Austin Bishop.

13) JOINT PUBLIC HEARING CC/SA/HA/IDA/PAA/PCA/PFA

13.1) Public Hearing and Review of Proposed Joint Resolution Nos. CC 2022-066, SA 2022-004, PCA 2022-002, HA 2022-001, IDA 2022-001, PAA 2022-001, and PFA 2022-001 approving the Annual Operating and Capital Budget for Fiscal Year 2022-23. (Staff Reference: Director of Finance Samson)

A Joint Resolution of the City Council of the City of Palmdale, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority of the City of Palmdale, the Industrial Development Authority, the Palmdale Airport Authority of the City of Palmdale, and the Palmdale Financing Authority approving and adopting the City of Palmdale's Annual Budget for Fiscal Year 2022-23, and approving revenue and expenditure adjustments to Fiscal Year 2021-22.

Motion: Continue items 13.1 and 14.2 to the June 29, 2022 meeting.
Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt, Fraga-Saenz. Absent: Steven Hofbauer, Austin Bishop, Phil Denny.

14) PUBLIC HEARING

14.1) Public Hearing and Review of Proposed Resolution No. CC 2022-064. (Staff Reference: Director of Finance Samson)

Resolution No. CC 2022-064, a Resolution of the City Council of the City of Palmdale, approving the initial rates and rate setting parameters for Energy for Palmdale's Independent Choice Community Choice Aggregation Program

Motion: Continue items 14.1, 14.3, 15.1 and 16.2 to July 13, 2022. Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt. Absent: Steven Hofbauer, Austin Bishop.

Items 16.1 and 16.2 were inadvertently switched at the release of the agenda but has been corrected in the minutes.

14.2) Public Hearing and Review of Proposed Resolution No. CC 2022-065 for adoption, regarding an updated city-wide fee schedule. (Staff Reference: Director of Finance Samson)

Adopt Resolution No. CC 2022-065, A Resolution of the City Council of the City Council of the City of Palmdale restating in its entirety the Palmdale Master Schedule of Fees and repealing Resolution No.CC 2021-057

Motion: Continue items 13.1 and 14.2 to the June 29, 2022 meeting. Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer, Austin Bishop.

14.3) Public Hearing and Review of Proposed Urgency Ordinance U-1590 for adoption. (Staff Reference: Acting City Attorney Porter)

Adopt Urgency Ordinance No. U-1590, An Ordinance of the City Council of the City of Palmdale Amending Chapter 2.46 Regarding Planning Commissioner Appointments

Motion: Continue items 14.1, 14.3, 15.1 and 16.2 to July 13, 2022. Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt. Absent: Steven Hofbauer, Austin Bishop.

15) APPOINTMENTS

15.1) Removal and Appointment and/or Reappointment of Planning Commissioners. (Staff Reference: Acting City Attorney Porter)

Motion: Continue items 14.1, 14.3, 15.1 and 16.2 to July 13, 2022. Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer, Austin Bishop.

15.2) Approve Appointment to the Board of Library Trustees. (Staff Reference: City Clerk Smith)

City Clerk Smith provided a brief overview of the staff report.

Motion: Approve Appointment of Michael Friedlander to the Board of Library Trustees.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer, Austin Bishop.

16) NEW BUSINESS

Items 16.1 and 16.2 were inadvertently switched at the release of the agenda but have been corrected in the minutes.

16.1) Approve Second Amendment to the Franchise Agreement with Waste Management of California, Inc. dba Waste Management of Antelope Valley for Integrated Solid Waste Management Services. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

Energy Resource Manager Lucha provided a detailed overview of the staff report. Councilmember Bettencourt asked about provisions for the disabled and seniors, and Energy Resource Manager Lucha stated seniors receive a senior discount and residents who do not produce as much trash are provided the option to apply for a supersaver cart at a lower rate. Discussion ensued.

Motion: Approve Second Amendment to the Franchise Agreement with Waste Management of California, Inc. dba Waste Management of Antelope Valley for Integrated Solid Waste Management Services.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer, Austin Bishop.

16.2) Award Measure AV Grant Program Funding, totaling $1,306,810, to grantees in Exhibit A and authorize Interim City Manager to enter into agreements ranging from $2,000 to $250,000. (Staff Reference: Interim City Manager Perez, Deputy Director of Parks and Recreation Dombrowski and Management Analyst Kelley)

Motion: Continue items 14.1, 14.3, 15.1 and 16.2 to July 13, 2022. Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer, Austin Bishop.

17) ADJOURN

Mayor Pro Tem Loa adjourned the meeting at 6:31 p.m. to June 29, 2022.

PASSED, APPROVED, and ADOPTED this 3rd day of August 2022.

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Shanae S. Smith, City Clerk

Housing Authority
Staff Report

DATE: **AUGUST 3, 2022**

TO: **HONORABLE CHAIR AND COMMISSIONERS**

FROM: **NEIGHBORHOOD SERVICES**

HOUSING

DISTRICT: **ALL**

SUBJECT: **ACCEPT GRANT FROM THE CITY OF PALMDALE TO THE HOUSING AUTHORITY OF THE CITY OF PALMDALE OF $1,200,000 OF UNITED STATES TREASURY OF CORONOVIRUS LOCAL FISCAL RECOVERY FUNDS (CSLRF FUNDS) UNDER THE AMERICAN RESCUE PLAN ACT (ARPA) FOR DEVELOPMENT OF AFFORDABLE HOUSING**

ISSUE

Accept Grant from the City of Palmdale to the Housing Authority of the City of Palmdale of $1,200,000 of United States Department of the Treasury of Coronavirus Local Fiscal Recovery Funds (CSLRF Funds) under the American Rescue Plan Act (ARPA) for development of affordable housing in the City of Palmdale.

RECOMMENDATION

Staff recommends that the Housing Authority:

1. Accept Grant from the City of Palmdale to the Housing Authority of the City of Palmdale of $1,200,000 of United States Treasury of Coronavirus Local Fiscal Recovery Funds (CSLRF Funds) under the American Rescue Plan Act (ARPA) for development of affordable housing in the City of Palmdale; and
2. Authorize the City Manager or their designee to execute documents and take all necessary actions to implement the approved actions.

BACKGROUND

The City of Palmdale was awarded $35,445,019 by the United States Treasury of Coronavirus Local Fiscal Recovery Funds (CSLRF Funds) under the American Rescue Plan Act (ARPA). Among the eligible uses of ARPA funds is the investment in affordable housing to increase the supply for low-income residents and the mitigation of financial hardship experienced by certain types of entities due to the negative economic impacts resulting from the COVID-19 pandemic.

DISCUSSION

During the pandemic the cost of construction of affordable housing increased, the materials including lumber, drywall, insulation and concrete. The California Department of General Services Construction Cost Index increased 10.01% from 2020 to 2021, from 7,041 to 7,746, and 15.22% from 2021 to 2022, from 7,746 to 8,925.

The Housing Authority of the City of Palmdale assists Developers with gap financing to develop and rehabilitate units that are affordable to eligible households that are Extremely Low, Very Low and Low Income.

The Housing Authority proposes to loan or grant the ARPA funds granted by the City and program income received through repayment of the funds for the development of eligible affordable housing projects.

FISCAL IMPACT

Funds are available in account 15818503-737100-1332 ARPA Affordable Housing.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability and to plan and maintain safe and attractive neighborhoods, streets and facilities.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Sophia Reyes, Housing Manager
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim Executive Director
Approved as to form:	Scott E. Porter, Acting Authority Attorney

Housing Authority
Staff Report

DATE: **AUGUST 3, 2022**

TO: **HONORABLE CHAIR AND COMMISSIONERS**

FROM: **NEIGHBORHOOD SERVICES**

HOUSING DIVISION

DISTRICT: **4**

SUBJECT: **APPROVE EXCESS COSTS LOAN AGREEMENT A-8008 WITH RAVELLO MODS PALMDALE 118, LLC OF $1,200,000 FOR DEVELOPMENT OF 118 UNIT AFFORDABLE RENTAL HOUSING LOCATED AT 65TH STREET EAST AND EAST AVENUE S**

ISSUE

Approve Excess Costs Loan Agreement A-8008 with Ravello Mods Palmdale 118, LLC for development of 118 unit affordable rental housing located at 65th Street East and East Avenue S.

RECOMMENDATION

Staff recommends that the Housing Authority:

1. Approve Excess Costs Loan Agreement A-8008 with Ravello Mods Palmdale 118, LLC for development of 118 unit affordable rental housing located at 65th Street East and East Avenue S; and
2. Authorize the Executive Director or their designee to execute the Excess Costs Loan Agreement with Ravello Mods Palmdale 118, LLC, and take all necessary actions to implement the approved actions.

BACKGROUND

The City of Palmdale was awarded $35,445,019 by the United States Department of the Treasury of Coronavirus Local Fiscal Recovery Funds (CSLRF Funds) under the American Rescue Plan Act (ARPA). Among the eligible uses of ARPA funds is the investment in affordable housing to increase the supply for low-income residents and the mitigation of financial hardship experienced by certain types of entities due to the negative economic impacts resulting from the COVID-19 pandemic.

The Housing Authority proposes to loan the $1,200,000 of ARPA funds granted by the City to Ravello Mods Palmdale 118 LLC with repayment to be received December 2023.

Program income received through repayment of the funds will be used for the development of eligible affordable housing projects.

DISCUSSION

Ravello Mods Palmdale 118, LLC's, 118 unit rental housing development located at 65th Street East and East Avenue S consists of single family, Accessory Dwelling Units (ADU), and Junior ADU's for eligible Low and Very Low Income households.

During the pandemic, Ravello Mods Palmdale 118, LLC experienced increased cost for construction materials and labor including lumber, drywall, and concrete.

FISCAL IMPACT

Funds are available in account 15818503-737100-1332 ARPA Affordable Housing.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability and to plan and maintain safe and attractive neighborhoods, streets and facilities.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Sophia Reyes, Housing Manager
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim Executive Director
Approved as to form:	Scott E. Porter, Acting Authority Attorney

ATTACHMENTS

1. Excess Costs Loan Agreement A-8008
2. Project Location Map

EXCESS COSTS LOAN AGREEMENT
(A-8008)

This EXCESS COSTS LOAN AGREEMENT (this "**Agreement**") is dated for reference purposes as of August 3, 2022, and is entered into by and between the HOUSING AUTHORITY OF THE CITY OF PALMDALE, a public body corporate and politic ("**Authority**"), and RAVELLO MODS PALMDALE 118, LLC, a California limited liability company ("**Developer**"), who agree as follows:

RECITALS

A. Developer is the Administrative Member of Maison's Palmdale LP, a California limited partnership, with respect to the development 118 residential units to be rented to low income households (as such terms are defined in that certain Amended and Restated Agreement of Limited Partnership of Maison's Palmdale LP, a California limited partnership, dated as of June 16, 2021 (the "**LPA**"), by and among AHA High Desert MGP, LLC, a California limited liability company (as the managing general partner), and Developer (as the administrative general partner), as the general partners, WNC California Holding, LLC, a California limited liability company, as the limited partner, and WNC Housing, L.P., a California limited partnership, as the special limited partner) on that certain real property described in the LPA as the "**Property**" (the "**Project**").

B. Authority is a housing authority organized and existing pursuant to State law (California Health and Safety Code Section 34000 *et seq*.).

C. Developer is engaged in the business of creating affordable homeownership opportunities for low income households on the Property.

D. The LPA contains a Project Budget, attached as Exhibit A hereto and incorporated herein by this reference (the "**Project Budget**"), which sets forth the sources and uses of funds for construction of the Project.

E. Due to negative economic impacts resulting from the pandemic (*i.e.*, increased materials and construction costs), the costs of developing the Project have exceeded the Project Budget.

F. The City of Palmdale ("**City**") was awarded $35,445,019 in American Rescue Plan Act ("**ARPA**") funds ("**ARPA Funds**") through the United States Department of the Treasury.

G. Among the eligible uses of ARPA Funds is the investment in affordable housing to increase the supply for low-income residents and the mitigation of financial hardship experienced by certain types of entities due to the negative economic impacts resulting from the COVID-19 pandemic, and City transferred to Authority $1,200,000 in ARPA Funds to be utilized for such uses.

H. In order to increase the supply of affordable housing for low-income residents and to mitigate the financial hardship experienced by Developer due to the negative economic impacts resulting from the COVID-19 pandemic, Authority desires to loan to Developer the sum of $1,200,000 to be used to fund Project costs in excess of the Project Budget (the "**Excess Costs Loan**").

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, AUTHORITY AND DEVELOPER HEREBY AGREE AS FOLLOWS:

TERMS

1. Capitalized terms not otherwise defined herein shall bear the respective meanings set forth in the LPA.

2. Upon Developer's execution and delivery to Authority of the promissory note in the form attached to this Agreement as Exhibit B and incorporated herein by this reference (the **"Excess Costs Loan Note**"), and execution and delivery to Authority by Ravello Holdings, Inc., a California corporation, of the payment guaranty in the form attached to this Agreement as Exhibit C and incorporated herein by this reference, Authority shall make the Excess Costs Loan to Developer. In the event of any conflict between this Agreement and the Excess Costs Loan Note, the terms of the Excess Costs Loan Note shall control. All proceeds of the Excess Costs Loan shall be used solely or construction costs on the Project and all expenditures shall be supported by customary invoices, lien releases, *etc*. From time to time, Developer may request to draw upon the Excess Costs Loan; draw requests shall be accompanied by documentation of previous expenditures made prior to such new draw being approved and released. As soon as practicable, the parties hereto shall develop and implement a report, which shall be due on the 5th day of each calendar month, to track draw requests submitted, funds disbursed, funds repaid, budget line items funded, and the outstanding balance, with regard to the Excess Costs Loan.

3. Developer shall carry out the Project in conformity with all applicable laws, including all applicable federal and state labor standards, including, without limitation, the requirement to pay state prevailing wages, if applicable, and the beneficiary reporting requirements of ARPA as required by 31 CFR Title 35, which requirements are further set forth in Exhibit D, attached hereto and incorporated herein by this reference.

4. Developer agrees to carry out development, construction (as defined by applicable law) and operation of the Project on the Property, including, without limitation, any and all public works (as defined by applicable law), in conformity with all applicable local, state and federal laws, including, without limitation, all applicable federal and state labor laws (including, without limitation, any requirement to pay state prevailing wages). Developer represents that the Project is one in which occupancy of at least 40% of the units is restricted for at least 20 years, by deed or regulatory agreement, to individuals or families earning no more than 80 percent of the area median income and therefore, pursuant to California Labor Code Section 1720(c)(5)(E), the construction of the Project is not a "public works project". Developer expressly acknowledges and agrees that neither City nor Authority has ever previously affirmatively

represented to Developer or its contractor(s) for the Project in writing or otherwise, in a call for bids or otherwise, that the work to be covered by the bid or contract is not a "public work", as defined in Section 1720 of the California Labor Code. Developer shall indemnify, protect, defend and hold harmless Authority, City and their respective elected officers, employees, contractors and agents, with counsel reasonably acceptable to Authority and City, from and against any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including labor costs, penalties, reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction (as defined by applicable law) and/or operation of the Project, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages). The foregoing indemnity shall survive termination of this Agreement.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Executed in Palmdale, California, as of the date first set forth above.

"**DEVELOPER**"

Date: _____

RAVELLO MODS PALMDALE 118, LLC, a California limited liability company

By: Ravello Holdings, Inc, a California corporation, its managing member

By:_____
Name: Dilip Ram
Its: President

By: _____
Name: _____
Its: _____

*In accordance with California Corporations Code Section 313, this document must be executed by the Corporation's Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations' Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.

[Signatures Continue on Following Page]

"**AUTHORITY**"

THE HOUSING AUTHORITY OF THE CITY OF PALMDALE,
a public body corporate and politic

By: _____ Date: _____
Ronda Perez
Interim Executive Director

ATTEST:

By: _____
Shanae Smith
Authority Secretary

APPROVED AS TO FORM:

By: _____
Scott E. Porter
Acting Authority Counsel

KANE, BALLMER & BERKMAN
Authority Special Counsel

By: _____
Todd C. Mooney

EXHIBIT A

PROJECT BUDGET

[BEHIND THIS PAGE]

GENERAL INFORMATION

Project Name	Maison's Palmdale
No. of Units	118
Total Square Feet	131,570
Admission Date	6/1/2021
Construction start Date	6/1/2021
Construction Completion	11/1/2022
Construction Period in Months	17
Sales Date	1/1/2038
Tax Rate	21.00%
Percent Low Income	100.00%
Low Income Set-Aside	40/60
New Construction AFR	4.00%
Acquistion/Rehabilitation AFR	0.00%
Credit Reservation Amount	1,729,811
Calculated Tax Credit Amount	1,729,811
Tax Credits Taken	1,729,811
Tax Credit to Limited Partnership	1,729,292
Development Fee	2,652,761
Percent of Development Costs	6.59%
Builder's Profit/OH & General Requirements	
Percent of Construction Costs	
Construction Contract	-
Calculated Construction Contract	23,532,951

DEVELOPMENT COSTS

Land	1,492,000
Existing Buildings	-
Other Acquisition Costs: Land Interest & Clo:	89,125
Architect/Engineer/Survey	534,300
Energy Consultant	5,850
Dry Utilities Consultant	30,000
Blueprints	20,000
School Fees/ Other Fees	-
Local Permit Fees	401,065
Impact Fees	2,854,489
Other Fees	808,000
Construction Costs*	15,772,177
Demolition*	-
Off Site Improvements*	-
Non-Residential Structures*	-
Energy Credit Property*	676,022
Other Hard Costs	-
Parking Facilities*	-
Landscaping*	-
Land Acquisition Fee	-
WNC Reimbursement	25,000
Syndication Fee	-
General Requirements*	1,123,221
Site Work *	3,401,258
Construction Period Taxes	50,000
Construction Period Insur.	236,091
Builder's Profit*	1,123,221
Builder's Overhead*	388,195
Construction Bond Premium	268,959
Construction Contingency	1,176,648
Const. Contingency Adjuster	-
Construction Management*	-
Acquisition Loan Costs	-
Expensed Construction Period Interest	415,600
Expensed Negative Arbitrage	1,279,000
Construction Loan Costs	120,446
Const. Loan Origination Fee	313,665
Construction Period Int.	903,515
Owner Financed RA	-
Perm Loan Costs	617,629
Perm Loan Origination Fee	253,389
Legal /Escrow/Const Title	100,000
Title & Recording for Land	-
Title & Recording For Perm Loan	-
Bond Premium	281,631
Tax Credit Fees	86,172
TCAC Fees 9% Credits	-
4% Credit Fees	-
Miscellaneous Finance Costs	-
Personal Property*	753,807
Monitoring Fee	-
Marketing Fees	315,426
Cost Certification/Ltr of Credit	58,236
Feasibility/Market Study	22,459
Environment Report	4,400
Tax Opinion	-
Partnership Organization	4,178
Legal Fees	200,000
Soft Cost Contingency	-
Relocation Expenses	-
General and Administrative	-
Development Fee	2,652,761
Developer Overhead	-
Appraisal	7,800
PNA	5,850
Negative Arbitrage	-
Mortgage Insurance	-
421a Fee	-
Bond Interest	-
Model Operations/Sales Staff	-
Bond Issuance Costs	-
Other	-
Other: Streamline Consultant	150,000
Non-Eligible Items	71,642
Rent-Up Reserve	75,000
Operating Deficit Reserve	1,110,000
Total Development Cost	**40,278,227**
* Denotes construction contract item	
Development Costs/Unit	341,341
Base Construction Costs/Unit	199,432
Base Construction Costs/Rent SF	178.8625903

EXHIBIT B

FORM OF EXCESS COSTS LOAN NOTE

[BEHIND THIS PAGE]

PROMISSORY NOTE
(A-8008)

$1,200,000 Palmdale, California
0% interest August ____, 2022

FOR VALUE RECEIVED, RAVELLO MODS PALMDALE 118, LLC, a California limited liability company (the "**Borrower**"), hereby promises to pay to the HOUSING AUTHORITY OF THE CITY OF PALMDALE, a public body, corporate and politic (the "**Authority**"), or order, a principal amount of up to $1,200,000, relating to that certain Excess Costs Loan Agreement, dated as of August ____, 2022, by and between the Borrower (the "Developer" therein) and the Authority (the "**Agreement**"). Any capitalized term not otherwise defined in this Promissory Note (this "**Note**") shall have the meaning ascribed to such term in the Agreement. The obligation of the Borrower to the Authority hereunder is subject to the terms of the Agreement and this Note.

1. This Note is given in consideration of and to evidence the Authority's loan of funds to the Borrower for a portion of the costs of construction in excess of the Project Budget for the Project (the "**Excess Costs Loan**"). The Borrower acknowledges that, but for the execution of this Note, the Authority would not make the Excess Costs Loan.

2. This Note is payable at the principal office of the Authority, 38250 Sierra Highway, Palmdale, California 93550-3609, or at such other place as the holder hereof may inform the Borrower in writing, in lawful money of the United States.

3. The Excess Costs Loan shall not bear interest and all outstanding principal balance shall be due and payable on December 31, 2023. Notwithstanding the foregoing, the Excess Costs Loan shall be immediately due and payable in the event that the Borrower is in default of any provision of the Agreement or of this Note, and fails to cure such default within 10 days after receiving notice.

4. The funds used by the Authority to make the Excess Costs Loan shall be funds from the American Rescue Plan Act (ARPA) funds. Accordingly, the Borrower agrees for itself, its successors and assigns that the use of the Property shall be for the development of qualifying affordable housing and for no other purpose.

5. The Borrower waives presentment for payment, demand, protest, and notices of dishonor and of protest; the benefits of all waivable exemptions; and all defenses and pleas on the ground of any extension or extensions of the time of payment or of any due date under this Note, in whole or in part, whether before or after maturity and with or without notice. The Borrower hereby agrees to pay all costs and expenses, including reasonable attorneys' fees, which may be incurred by the holder hereof, in the enforcement of this Note or any term or provision hereof.

6. Upon the failure of the Borrower to perform or observe any other term or provision of this Note, the Authority may exercise its rights or remedies hereunder.

7. If the rights created by this Note shall be held by a court of competent jurisdiction to be invalid or unenforceable as to any part of the obligations described herein, then the remaining obligations shall be completely performed and paid.

8. The Borrower shall have the right to prepay the obligation evidenced by this Note, or any part thereof, without penalty.

9. This Note may not be changed orally, but only by an amendment in writing signed by the Borrower and the Authority.

10. The Authority may, at its option, assign its right to receive payment or other satisfaction under this Note without necessity of obtaining the consent of the Borrower.

11. This Note shall bind the Borrower and the Borrower's successors and assigns and the benefits hereof shall inure to the Authority and the Authority's successors and assigns.

IN WITNESS WHEREOF, the Borrower has executed this Note as of the day and year set forth above.

"BORROWER"

RAVELLO MODS PALMDALE 118, LLC, a California limited liability company

By: Ravello Holdings, Inc, a California corporation, its managing member

By:_____
Name: Dilip Ram
Its: President

By: _____
Name: _____
Its: _____

*In accordance with California Corporations Code Section 313, this document must be executed by the Corporation's Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations' Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.

EXHIBIT C

FORM OF PAYMENT GUARANTY

[BEHIND THIS PAGE]

PAYMENT GUARANTY
(A-8008)

This Payment Guaranty (this "**Guaranty**") is made and entered into by RAVELLO HOLDINGS, INC., a California corporation (the "**Guarantor**"), to and for the benefit of the HOUSING AUTHORITY OF THE CITY OF PALMDALE, a public body corporate and politic (the "**Authority**"), and its successors and assigns, effective as of August __, 2022.

RECITALS

A. The Authority, as lender, and Ravello Mods Palmdale 118, LLC, a California limited liability company (the "**Developer**"), as borrower, have entered into that certain Excess Costs Loan Agreement, dated as of August ____, 2022 (the "**Agreement**") wherein the Authority has agreed to make the Excess Costs Loan in the amount of $1,200,000 (the "**Loan**") to the Developer pursuant to the Excess Costs Loan Note (the "**Note**"). All of the terms and provisions of the Agreement and the Note are incorporated herein by this reference as though fully set forth herein. All initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement and the Note.

B. The Guarantor is an affiliate of the Developer and will directly benefit from the Loan. The Guarantor acknowledges that this Guaranty is required by the Authority as a condition precedent and as an inducement to the Authority to enter into, and to perform its obligations under, the Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration given by the Authority to the Developer and the Guarantor, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of and to induce the Authority to enter into, and to perform its obligations under, the Agreement, the Guarantor does hereby irrevocably warrant, guarantee and agree, as follows:

1. The Guarantor hereby acknowledges receipt of a copy of the Agreement and the Note and all of the instruments described therein and/or attached thereto.

2. If for any reason, other than acts or omissions of the Authority, the Developer fails to pay any amounts for which the Developer is liable under the Agreement and/or the Note (which obligations are collectively and hereinafter referred to as the "**Payment Obligations**"), then the Authority, at its option, and upon 30 calendar days' prior written notice to the Guarantor, shall call upon the Guarantor, and the Guarantor shall assume each and all of the outstanding financial obligations of the Developer constituting the Payment Obligations, and promptly pay each and all of the outstanding balances of the Payment Obligations in accordance with the terms of the Agreement and the Note as they become due and payable.

3. To the full extent of the Developer's responsibility therefor under the Agreement and the Note, the Guarantor shall pay and discharge any and all mechanic's and materialmen's liens or claims therefor imposed against the Property.

4. This Guaranty is a present, absolute, and continuing Guaranty during the term hereof as set forth in Section 14 below; the Authority's entry into the Agreement shall conclusively evidence the reliance by the Authority upon this Guaranty and the obligations and agreements of the Guarantor as set forth herein.

5. The Guarantor waives (i) any right to require that any action be brought against the Developer or any other person or to require that resort first be had to any security for the performance of the Developer's obligations prior to the enforcement of this Guaranty by the Authority, and (ii) any right to pursue any remedy in the Developer's power whatsoever, and if any right of action shall accrue to the Authority by reason of the failure of the Developer to pay any of the Payment Obligations required of the Developer pursuant to the Agreement and/or the Note then, unless such default shall be cured by the Guarantor as aforesaid, the Authority, at its election, may proceed against (A) the Guarantor, together with the Developer, (B) the Guarantor and the Developer, severally, or (C) the Guarantor only, in each case, without having commenced any action or having obtained any judgment against the Developer and whether or not the Developer is a party in any such action.

6. The obligations of the Guarantor shall not be discharged, impaired, or otherwise affected by (i) any sale, transfer, assignment, pledge, surrender, indulgence, forbearance, alteration, substitution, exchange, change in, amendment, revision, modification, or other disposition of the Agreement and/or the Note and/or the Property or any portion thereof, (ii) the acceptance by the Authority of any security for or other guarantors with respect to the Payment Obligations, (iii) any failure, negligence, or omission on the part of the Authority to enforce the terms of the Agreement and/or the Note or otherwise protect the Property, or (iv) the release by the Authority of any security for the performance of the Payment Obligations or the release by the Authority of any person (including any other guarantor) from liability for the Payment Obligations; it being expressly understood and agreed that the undertakings, liabilities, and obligations of the Guarantor shall not be affected, discharged, impaired, or varied by any act, omission, or circumstance whatsoever (whether or not specifically enumerated herein) except the due and punctual performance of the Payment Obligations.

7. The Guarantor hereby expressly waives (i) notice of acceptance of this Guaranty, (ii) all notices to which the Guarantor might otherwise be entitled, except as required herein, (iii) any defense arising (A) by reason of any disability of the Developer or (B) by reason of the cessation from any cause whatsoever (except a defense available to the Developer under the Agreement and/or the Note) of the liability of the Developer other than full performance of the Payment Obligations, (iv) diligence in enforcement and any and all formalities which might otherwise be legally required to charge the Guarantor with liability, and (v) all diligence in collection or protection and all presentment, demand, protest, and notice of protest, notice of dishonor, and notice of default.

8. In the event that the Guarantor should fail to fully perform the Payment Obligations promptly as herein provided, the Authority shall have the following remedies:

(a) at its option and without any obligation so to do, but upon 30 calendar days' prior written notice to the Guarantor, proceed to pay on behalf of the Guarantor any and all of the

Payment Obligations, and the Guarantor shall, upon demand, pay to the Authority all such sums expended by the Authority in such performance on behalf of the Guarantor; and

(b) from time to time and without first requiring full performance of any of the Payment Obligations by the Developer and without being required to exhaust any or all security held by the Authority, to require performance by the Guarantor of all of the Payment Obligations (or any part thereof) pursuant to the terms hereof, by action at law or in equity or both, and further to collect in any such action compensation for all loss, cost, damage, injury, and expense sustained or incurred by the Authority as a consequence of such breach.

9. This Guaranty is a guarantee of the payment of certain obligations contained and provided for herein by the Guarantor, and the Guarantor shall be personally liable for any claims by the Authority against the Developer with respect to the Payment Obligations. Nothing contained herein shall limit or otherwise impair the Guarantor's obligation to pay to the Authority, upon demand, all actual, reasonable, out-of-pocket fees and costs (including, without limitation, attorneys' fees and disbursements) incurred by the Authority in instituting and/or maintaining any action for damages against the Guarantor pursuant to the terms of this Guaranty.

10. As of the date of execution of this Guaranty, (i) the Guarantor warrants that it has full authority to execute this Guaranty and comply with its terms, and (ii) the Guarantor declares to and covenants with the Authority and its successors and assigns, that the Guarantor knows of no defense whatsoever to any action, suit, or proceeding, at law or otherwise, that may be instituted on this Guaranty.

11. No failure on the part of the Authority to pursue any remedy hereunder or under the Agreement and/or the Note shall constitute a waiver on its part of the right to pursue said remedy on the basis of the same or a subsequent breach.

12. The Guarantor shall promptly advise the Authority in writing of any material adverse change in its business or financial condition.

13. Until the Payment Obligations have been performed in full, the Guarantor shall have no right of subrogation, and hereby waives any right to enforce any remedy that the Authority now has or may hereafter have against the Developer and waives the benefit of, and any right to participate in, any security now or hereafter held by the Authority from the Developer, except to the extent that such security remains after full performance of the Payment Obligations.

14. This Guaranty shall terminate upon the date of full payment by the Developer of the financial obligations constituting the Payment Obligations accrued through the end of the term of the Agreement and the Note, as it may be extended from time to time.

15. This Guaranty shall be binding upon the Guarantor and its successors and assigns.

16. Each reference herein to the "Authority" shall be deemed to include the Authority and each of its successors and assigns, and all of the provisions of this Guaranty shall run in favor of said named Authority and its said successors and assigns.

17. The Guarantor agrees that it shall reimburse the Authority for all actual, reasonable, out-of-pocket expenses, including reasonable attorneys' fees (including the reasonable value of the services of in-house counsel), incurred by the Authority in enforcing the Developer's performance of the Payment Obligations or incurred by the Authority in the enforcement of this Guaranty. Any sums required to be paid by the Guarantor to the Authority pursuant to the terms hereof shall bear interest at the rate of 3% over the Bank of America reference rate (up to the maximum rate permitted by law) on the due date from the date said sums shall be due to the Authority until the same shall have been paid in full.

18. This Guaranty shall be governed by and construed in accordance with the laws of the State of California.

19. In addition to any other rights or remedies, the parties hereto may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Guaranty. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court of that county, or in the Federal District Court in the Central District of California. Notwithstanding anything herein, no party hereto, however, shall have any right to indirect or consequential or punitive damages against another, and each party hereto hereby waives the right to claim the same against the other.

20. In the event that any legal action is commenced by the Guarantor against the Authority, service of process on the Authority shall be made by personal service upon the Executive Director of the Authority, or in such other manner as may be provided by law. In the event that such legal action is commenced by the Authority against the Guarantor, service of process on the Guarantor shall be made by personal service upon the registered agent in California for the Guarantor and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

21. Time is of the essence of every part hereof.

22. If any term, provision, covenant, or condition hereof or any application thereof should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, then all terms, provisions, covenants, and conditions hereof, and all applications thereof not held invalid, void, or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

23. This Guaranty may be executed by the parties hereto in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument. The parties hereto specifically agree that signatures on this Guaranty transmitted electronically or by facsimile shall be legally binding and that each party hereto is entitled and authorized to rely on such electronic or facsimile signature of the other parties hereto hereon as if it were an original signature. Original signatures of the Guarantor shall also be provided to the Authority for its records.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as of the date first above written.

"**GUARANTOR**"

Date: _____

RAVELLO HOLDINGS, INC,
a California corporation

By: _____
Name: Dilip Ram
Its: President

By: _____
Name: _____
Its: _____

*In accordance with California Corporations Code Section 313, this document must be executed by the Corporation's Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations' Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.

[Signatures Continue on Following Page]

The Authority hereby accepts this Guaranty in accordance with the terms and conditions contained herein.

"**AUTHORITY**"

THE HOUSING AUTHORITY OF THE CITY OF PALMDALE,
a public body corporate and politic

By: _____ Date: _____
Ronda Perez
Interim Executive Director

ATTEST:

By: _____
Shanae Smith
Authority Secretary

APPROVED AS TO FORM:

By: _____
Scott E. Porter
Acting Authority Counsel

KANE, BALLMER & BERKMAN
Authority Special Counsel

By: _____
Todd C. Mooney

EXHIBIT D

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS

[BEHIND THIS PAGE]

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

> *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color,*

or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

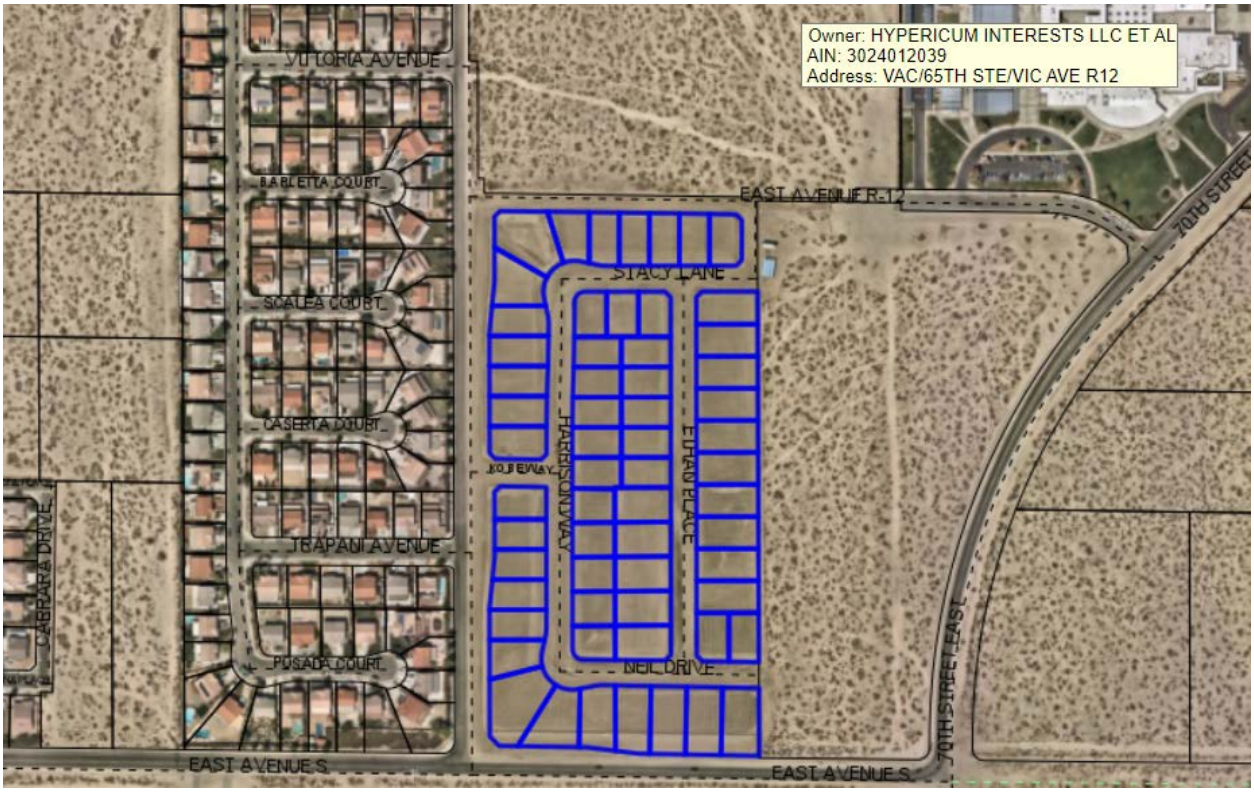
11. **The Catalogue of Federal Domestic Assistance (CFDA) Number for the State and Local Fiscal Recovery Funds is 21.027.**

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Project Map

Ravello: Avenue S/ 65th East



MINUTES
CITY COUNCIL/SA/HA/IDA/PAA/PCA/PFA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JUNE 15, 2022

www.cityofpalmdale.org

5:00 P.M.

1) CALL MEETING TO ORDER

Mayor Hofbauer called the meeting to order at 5:05 p.m.

2) ROLL CALL MAYOR HOFBAUER, MAYOR PRO TEM LOA, COUNCILMEMBERS CARRILLO, BISHOP, BETTENCOURT

PRESENT: Steven Hofbauer, Richard J Loa, Austin Bishop, Laura Bettencourt.
ABSENT: Juan Carrillo.
City Clerk Smith stated Councilmember Carrillo was running late.

Mayor Hofbauer moved item 4.1 forward at this time.

Councilmember Carrillo arrived at 5:05 and was able to participate in all matters.

3) PUBLIC COMMENTS

The following individuals provided public comments:

Michelle Flanagan reported four fires within the last two weeks in Leona Valley and opposed the Ritter Ranch project.

Carl Piercy stated infrastructure is lacking for the Ritter Ranch Project, specifically the 14 freeway improvements.

Peggy Fuller spoke in opposition of the Ritter Ranch Project and expressed concerns regarding the Native American artifacts located on the Ritter Ranch property.

Mario Presents commented on the Ritter Ranch Project and the lack of fire protection.

Alesia Robertson shared comments regarding an additional fire department, the current traffic, and the lack of water for the Ritter Ranch project.

Mario Presents, Rich Gallego, Garlena Davis, and Abraham Saucedo commented in opposition to the hiring of John L. Jones II.

Carol Ross read scripture and prayed for Council.

Alenna Schofield expressed concerns regarding the hiring of John L. Jones II, Measure AV disbursements and the lack of representation for ethnic groups.

Dave Bowman shared comments in opposition to city leadership.

Kevin Shenkman congratulated Councilmember Carrillo and commented in favor of hiring John L. Jones II.

4) MEETING MANAGEMENT ITEM

4.1) Adopt Resolution No. CC 2022-078, a Resolution of the City Council of the City of Palmdale Authorizing Remote Teleconference Participation for Meetings of the City Council and its Subordinate Legislative Bodies Between June 15, 2022 and July 15, 2022. (Staff Reference: Acting City Attorney Porter)

Acting City Attorney Porter provided Council with a brief overview of the staff report.

Motion: Adopt Resolution No. CC 2022-078.
Moved by Richard J Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

5) PRESENTATION BY CITY ATTORNEY

Acting City Attorney Porter confirmed that items would be heard as listed.

5.1) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:
Claimant: Michael Behen
City Claim No.: 2022-008
Date Filed: 02/09/22
Date of Loss: Various

5.2) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:
Claimant: Patricia Nevarez
City Claim No.: 2022-005
Date Filed: 1/27/22
Date of Loss: Various

5.3) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:
Claimant: Shanae Smith
City Claim No.: 2022-005
Date Filed: 1/10/22
Date of Loss: Various

5.4) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Ricci v. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCV01269
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

5.5) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Marian K. Allen vs. City of Palmdale, et al.
Los Angeles Superior Court
Case No. 21AVCV00824
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

5.6) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Leona Valley Town Council vs. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCP01932
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1)

5.7) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Shanae Smith, Patricia Nevarez, and Michael "Mike" Behen vs. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCV18219 This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

5.8) The reason for holding a Closed Session is for the purpose of:
PUBLIC EMPLOYEE APPOINTMENT
Title: Interim City Attorney

5.9) CONFERENCE WITH LABOR NEGOTIATORS

City Representatives: Ronda Perez, Interim City Manager and Patricia Nevarez, Human Resources Manager

Position: Interim City Attorney
Unrepresented Employee: John Jones, Interim City Attorney

This Closed Session is being held pursuant to the authority of California Government Code Section 54957.6.

6) ANNOUNCEMENT BY CITY ATTORNEY

Acting City Attorney Porter reported the following:

Item 5.5 - The City Council authorized the filing of a cross complaint. 5-0 vote

Item 5.6 - The City Council authorized the filing of a cross complaint. 5-0 vote

There was no reportable action taken on the other agenda items.

7) ADJOURN CLOSED SESSION MEETING

Mayor Hofbauer adjourned the Closed Session meeting at 8:28 p.m.

7:00 P.M.

Mayor Hofbauer called the meeting to order at 8:30 p.m.

8) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS

Riley Mellin led the pledge of allegiance.

9) ROLL CALL

MAYOR/CHAIR HOFBAUER, MAYOR PRO TEM/VICE CHAIR/CHAIR PRO TEM LOA,
COUNCILMEMBERS/DIRECTORS/MEMBERS/COMMISSIONERS CARRILLO, BISHOP, BETTENCOURT, FRAGA-SAENZ, DENNY

PRESENT: Steven Hofbauer, Richard J Loa, Juan Carrillo, Laura Bettencourt Christina Fraga-Saenz, Phil Denny.
ABSENT: Austin Bishop.

Motion: Excuse the absence of Councilmember Bishop.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (6-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Laura Bettencourt, Christina Fraga-Saenz, Phil Denny

10) WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)

Motion: Move to waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting.
Moved by Richard J Loa, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Austin Bishop.

Mayor Hofbauer stated based on the fact that there was no action taken on 5.8 and 5.9, item 16.3 would be removed from the agenda.

Motion: Remove Item 16.3 from the agenda.

Moved by Steven Hofbauer, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Austin Bishop.

Motion: Add a presentation to the agenda for volunteers that were instrumental in providing food and PPE materials to the unhoused.
Moved by Steven Hofbauer, seconded by Richard J Loa.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Austin Bishop.

11) PUBLIC COMMENTS

Sky Jung invited the public and city staff to attend the Palmdale Pride Walk to be held on June 26th at 9:00 a.m. starting at the Palmdale Playhouse.

Dave Bowman expressed concerns regarding public participation in the meeting and the law enforcement contract.

Eugene Hernandez requested a moment of silence for the victims of the Uvalde, Texas shooting and called for transparency in city government.

The following individuals encouraged Council to provide more support for the unhoused population: Ron Kasan, Ishmael Gaven, Marcia Garcia, Moari Howard, Markeisha Nairn, Maurice Banks, Van Roberts, Tamnie Lang, and Julie Griswell.

Vladimir Gomez advocated for organizations requesting Measure AV funds and requested transparency of funds.

Jason Zink welcomed the new City Attorney, commented on how public comments are being handled, the homeless shelter, fire danger, erecting a monument to Steve Knight, and election reform.

Stacia Nemeth commented in opposition to 14.3

Lourdes Everett opposed 15.1.

Victor Ramirez, Pueblo Y Salud, asked about codification of an ordinance related to single serve alcohol.

Lorraine Rowe, Denise Gregg, Laverne Harman, Jill Thomas opposed the removal of V. Jessie Smith from the Planning Commission.

Dr. Roger Girion, Antelope Valley Hospital Foundation, shared comments regarding Measure AV grant allocations.

Marcos Alvarez congratulated Juan Carrillo and implored the Council to invest in a women's shelter.

Gleydy Colmenares requested support for all non-profit organizations.

Eduardo Lopez expressed views on the lack of support for Latinos and African American organizations.

Nancy Rodriguez, Felix Menendez spoke in support of SALVA receiving Measure AV funds

Rich Gallego commented regarding illegal use of Measure AV disbursements by recipients

Yule Gevargis asked for a report on Measure AV funds and for information on the power purchase agreement.

Karen Davis, representative of Antelope Valley Toys for Tots, requested Measure AV grant funds.

Mario Presents, Amanda Palmer, Abraham Salcedo, Melissa Chavez requested the recusal of Councilmember Carrillo from the vote regarding Measure AV funds.

Alicia Noterman, Dynamic Therapy Solutions, expressed the importance of the organization receiving Measure AV grant funds

Kelli Mactaggart spoke in support of Dynamic Therapy Solutions receiving Measure AV grant funds

Melissa Chavez, Mark Napalitano, and Adrianna Salcedo requested transparency of recipients awarded Measure AV funds.

Brenda Avadian, volunteer for CERT, shared comments regarding the disbursement of Measure AV funds.

Mayor Hofbauer made a motion to continue the City Council meeting past 10:30 pm, the motion died for a lack of second.

Motion: Continue the City Council meeting to June 16, 2022 at 5:00 p.m.
Moved by Steven Hofbauer, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Austin Bishop.

12) CONSENT CALENDAR

Consent Calendar Items 12.1 through 12.8 were not heard.

12.1) Adopt Resolution No. CC 2022-067, a Resolution of the City Council of the City of Palmdale establishing an appropriations limit for Fiscal Year 2022-23 pursuant to Article XIII B of the California Constitution and repeal Resolution No. CC 2021-064. (Staff Reference: Director of Finance Samson)

12.2) Approve blanket purchase order 20230001 with Amazon Capital Services, Inc. dba Amazon Business in an amount not to exceed $172,240.00 for FY 2022-23 to procure office & operating supplies, program supplies, equipment, technology equipment, and furniture. (Staff Reference: Director of Finance Samson)

12.3) Approve Purchase Order No. 20230000 with Walsma Oil Company, Inc. for Diesel and Unleaded Fuel, Motor Oil and Lubricants in an amount not to exceed $450,000. (Staff Reference: Director of Public Works Heffernan)

12.4) Approve Contract Services Agreement with FirstCarbon Solutions to perform ongoing Planning and Permitting efforts for the Palmdale Warehouse Project located at 10th Street West and Avenue M. (Staff Reference: Director of Economic and Community Development Garibay)

12.5) Adopt Resolution No.CC 2022-073, a Resolution of the City Council of the City of Palmdale Amending the City's Clarification and Pay Plan for General Positions. (Staff Reference: Director of Finance Samson)

12.6) Adopt Resolution No. CC 2022-074, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay plan for Bargaining Unit Positions. (Staff Reference: Director of Finance Samson)

12.7) Adopt Resolution No. CC 2022-075, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay plan for Parks & Recreation Unbenefited Positions. (Staff Reference: Director of Finance Samson)

12.8) Adopt Resolution No.CC 2022-076, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay Plan for "Y" Rated Positions. (Staff Reference: Director of Finance Samson)

13) JOINT PUBLIC HEARING CC/SA/HA/IDA/PAA/PCA/PFA

Item 13.1 was not heard.

13.1) Public Hearing and Review of Proposed Joint Resolution Nos. CC 2022-066, SA 2022-004, PCA 2022-002, HA 2022-001, IDA 2022-001, PAA 2022-001, and PFA 2022-001 approving the Annual Operating and Capital Budget for Fiscal Year 2022-23. (Staff Reference: Director of Finance Samson)

A Joint Resolution of the City Council of the City of Palmdale, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority of the City of Palmdale, the Industrial Development Authority, the Palmdale Airport Authority of the City of Palmdale, and the Palmdale Financing Authority approving and adopting the City of Palmdale's Annual Budget for Fiscal Year 2022-23, and approving revenue and expenditure adjustments to Fiscal Year 2021-22.

14) PUBLIC HEARING

Items 14.1 through 14.3 were not heard.

14.1) Public Hearing and Review of Proposed Resolution No. CC 2022-064. (Staff Reference: Director of Finance Samson)

Resolution No. CC 2022-064, a Resolution of the City Council of the City of Palmdale, approving the initial rates and rate setting parameters for Energy for Palmdale's Independent Choice Community Choice Aggregation Program

14.2) Public Hearing and Review of Proposed Resolution No. CC 2022-065 for adoption, regarding an updated city wide fee schedule. (Staff Reference: Director of Finance Samson)
Adopt Resolution No. CC 2022-065, A Resolution of the City Council of the City Council of the City of Palmdale restating in its entirety the Palmdale

Master Schedule of Fees and repealing Resolution No.CC 2021-057

14.3) Public Hearing and Review of Proposed Urgency Ordinance U-1590 for adoption. (Staff Reference: Acting City Attorney Porter)

Adopt Urgency Ordinance No. U-1590, An Ordinance of the City Council of the City of Palmdale Amending Chapter 2.46 Regarding Planning Commissioner Appointments

15) APPOINTMENT

Items 15.1 and 15.2 were not heard.

15.1) Removal and Appointment and/or Reappointment of Planning Commissioners. (Staff Reference: Acting City Attorney Porter)

15.2) Approve Appointment to the Board of Library Trustees. (Staff Reference: City Clerk Smith)

16) NEW BUSINESS

Items 16.1 through 16.3 were not heard.

16.1) Approve Second Amendment to the Franchise Agreement with Waste Management of California, Inc. dba Waste Management of Antelope Valley for Integrated Solid Waste Management Services. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

16.2) Award Measure AV Grant Program Funding, totaling $1,306,810, to grantees in Exhibit A and authorize Interim City Manager to enter into agreements ranging from $2,000 to $250,000. (Staff Reference: Interim City Manager Perez, Deputy Director of Parks and Recreation Dombrowski and Management Analyst Kelley)

16.3) Approve Employment Agreement Between the City of Palmdale and Interim City Attorney, John Jones. (Staff Reference: Interim City Manager Ronda Perez).

17) ADJOURN

Mayor Hofbauer adjourned the meeting at 10:30 p.m. to June 16, 2022 at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 3rd day of August 2022.

_____

Steven D. Hofbauer, Mayor

ATTEST:

_____

Shanae S. Smith, City Clerk

MINUTES
CITY COUNCIL/SA/HA/IDA/PAA/PCA/PFA
06/16/2022 5:00 PM
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JUNE 16, 2022

www.cityofpalmdale.org

This meeting was continued from the June 15, 2022, 7:00 p.m. City Council meeting.

Please refer to the June 15, 2022, meeting minutes for information on Item No. 4.1 and City Attorney's Closed Session Report.

Mayor Pro Tem Loa called the meeting to order at 5:05 p.m

8) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS

Abraham Salcedo led the pledge of allegiance.

9) ROLL CALL MAYOR/CHAIR HOFBAUER, MAYOR PRO TEM/VICE CHAIR/CHAIR PRO TEM LOA, COUNCILMEMBERS/DIRECTORS/MEMBERS/COMMISSIONERS CARRILLO, BISHOP, BETTENCOURT, FRAGA-SAENZ, DENNY

PRESENT: Richard J Loa, Juan Carrillo, Laura Bettencourt.
ABSENT: Steven Hofbauer, Austin Bishop.
Motion: Excuse the absence of Mayor Hofbauer and Councilmember Bishop.
Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer, Austin Bishop, Phil Denny.

10) WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)
Recommendation: Move to waive full reading of the Resolution (s) and/or Ordinance (s) to be considered and voted on at this meeting.

Please see the minutes for June 15, 2022 for the action taken on this item.

11) PUBLIC COMMENTS

The following individuals provided public input:

Ruth Sanchez expressed concerns regarding the lack of quorum to approve the Measure AV item and the order of speaker forms.

Betsy Haslett suggested thorough research of organizations before receiving Measure AV grant funds.

Mike Verduzco encouraged financial auditing of recipients of Measure AV funds and to keep the funds in Palmdale.

Rich Gallego shared comments regarding electrical power choices.

Brenda Court spoke on transparency of recipients of Measure AV funds and city government.

Mario Presents and Karla commented in opposition to the CalChoice item.

Eugene Hernandez encouraged staff to implement Project Homekey.

Linda Enos requested proper vetting of those receiving Measure AV funds.

John Hardestry encouraged Council to make the right decisions regarding Measure AV fund.

Rosie Mainella thanked Council for having a strong constitution, and shared comments regarding water rationing, funding for unhoused from LAHSA, and in support of Planning Commissioners.

Eric Ohlsen stated there was transparency in the Measure AV grant project.

Xavier Flores commented regarding hospitable treatment of all citizens in Palmdale.

A motion was made and carried unanimously to close the Public Comment section of the agenda.

12) CONSENT CALENDAR

12.1) Adopt Resolution No. CC 2022-067, a Resolution of the City Council of the City of Palmdale establishing an appropriations limit for Fiscal Year 2022-23 pursuant to Article XIII B of the California Constitution and repeal Resolution No. CC 2021-064. (Staff Reference: Director of Finance Samson)

12.2) Approve blanket purchase order 20230001 with Amazon Capital Services, Inc. dba Amazon Business in an amount not to exceed $172,240.00 for FY 2022-23 to procure office & operating supplies, program supplies, equipment, technology equipment, and furniture. (Staff Reference: Director of Finance Samson)

12.3) Approve Purchase Order No. 20230000 with Walsma Oil Company, Inc. for Diesel and Unleaded Fuel, Motor Oil and Lubricants in an amount not to exceed $450,000. (Staff Reference: Director of Public Works Heffernan)

12.4) Approve Contract Services Agreement with FirstCarbon Solutions to perform ongoing Planning and Permitting efforts for the Palmdale Warehouse Project located at 10th Street West and Avenue M. (Staff Reference: Director of Economic and Community Development Garibay)

12.5) Adopt Resolution No.CC 2022-073, a Resolution of the City Council of the City of Palmdale Amending the City's Clarification and Pay Plan for General Positions. (Staff Reference: Director of Finance Samson)

12.6) Adopt Resolution No. CC 2022-074, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay plan for Bargaining Unit Positions. (Staff Reference: Director of Finance Samson)

12.7) Adopt Resolution No. CC 2022-075, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay plan for Parks & Recreation Unbenefited Positions. (Staff Reference: Director of Finance Samson)

12.8) Adopt Resolution No.CC 2022-076, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay Plan for "Y" Rated Positions. (Staff Reference: Director of Finance Samson)

Motion: Approve all items listed on the Consent Calendar.
Moved by Juan Carrillo, seconded by Juan Carrillo.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer, Austin Bishop.

13) JOINT PUBLIC HEARING CC/SA/HA/IDA/PAA/PCA/PFA

13.1) Public Hearing and Review of Proposed Joint Resolution Nos. CC 2022-066, SA 2022-004, PCA 2022-002, HA 2022-001, IDA 2022-001, PAA 2022-001, and PFA 2022-001 approving the Annual Operating and Capital Budget for Fiscal Year 2022-23. (Staff Reference: Director of Finance Samson)

A Joint Resolution of the City Council of the City of Palmdale, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority of the City of Palmdale, the Industrial Development Authority, the Palmdale Airport Authority of the City of Palmdale, and the Palmdale Financing Authority approving and adopting the City of Palmdale's Annual Budget for Fiscal Year 2022-23, and approving revenue and expenditure adjustments to Fiscal Year 2021-22.

Motion: Continue items 13.1 and 14.2 to the June 29, 2022 meeting.
Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt, Fraga-Saenz. Absent: Steven Hofbauer, Austin Bishop, Phil Denny.

14) PUBLIC HEARING

14.1) Public Hearing and Review of Proposed Resolution No. CC 2022-064. (Staff Reference: Director of Finance Samson)

Resolution No. CC 2022-064, a Resolution of the City Council of the City of Palmdale, approving the initial rates and rate setting parameters for Energy for Palmdale's Independent Choice Community Choice Aggregation Program

Motion: Continue items 14.1, 14.3, 15.1 and 16.2 to July 13, 2022. Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt. Absent: Steven Hofbauer, Austin Bishop.

Items 16.1 and 16.2 were inadvertently switched at the release of the agenda but has been corrected in the minutes.

14.2) Public Hearing and Review of Proposed Resolution No. CC 2022-065 for adoption, regarding an updated city-wide fee schedule. (Staff Reference: Director of Finance Samson)

Adopt Resolution No. CC 2022-065, A Resolution of the City Council of the City Council of the City of Palmdale restating in its entirety the Palmdale Master Schedule of Fees and repealing Resolution No.CC 2021-057

Motion: Continue items 13.1 and 14.2 to the June 29, 2022 meeting. Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer, Austin Bishop.

14.3) Public Hearing and Review of Proposed Urgency Ordinance U-1590 for adoption. (Staff Reference: Acting City Attorney Porter)

Adopt Urgency Ordinance No. U-1590, An Ordinance of the City Council of the City of Palmdale Amending Chapter 2.46 Regarding Planning Commissioner Appointments

Motion: Continue items 14.1, 14.3, 15.1 and 16.2 to July 13, 2022. Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt. Absent: Steven Hofbauer, Austin Bishop.

15) APPOINTMENTS

15.1) Removal and Appointment and/or Reappointment of Planning Commissioners. (Staff Reference: Acting City Attorney Porter)

Motion: Continue items 14.1, 14.3, 15.1 and 16.2 to July 13, 2022. Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer, Austin Bishop.

15.2) Approve Appointment to the Board of Library Trustees. (Staff Reference: City Clerk Smith)

City Clerk Smith provided a brief overview of the staff report.

Motion: Approve Appointment of Michael Friedlander to the Board of Library Trustees.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer, Austin Bishop.

16) NEW BUSINESS

Items 16.1 and 16.2 were inadvertently switched at the release of the agenda but have been corrected in the minutes.

16.1) Approve Second Amendment to the Franchise Agreement with Waste Management of California, Inc. dba Waste Management of Antelope Valley for Integrated Solid Waste Management Services. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

Energy Resource Manager Lucha provided a detailed overview of the staff report. Councilmember Bettencourt asked about provisions for the disabled and seniors, and Energy Resource Manager Lucha stated seniors receive a senior discount and residents who do not produce as much trash are provided the option to apply for a supersaver cart at a lower rate. Discussion ensued.

Motion: Approve Second Amendment to the Franchise Agreement with Waste Management of California, Inc. dba Waste Management of Antelope Valley for Integrated Solid Waste Management Services.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer, Austin Bishop.

16.2) Award Measure AV Grant Program Funding, totaling $1,306,810, to grantees in Exhibit A and authorize Interim City Manager to enter into agreements ranging from $2,000 to $250,000. (Staff Reference: Interim City Manager Perez, Deputy Director of Parks and Recreation Dombrowski and Management Analyst Kelley)

Motion: Continue items 14.1, 14.3, 15.1 and 16.2 to July 13, 2022. Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer, Austin Bishop.

17) ADJOURN

Mayor Pro Tem Loa adjourned the meeting at 6:31 p.m. to June 29, 2022.

PASSED, APPROVED, and ADOPTED this 3rd day of August 2022.

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Shanae S. Smith, City Clerk

City Council Staff Report

DATE: **AUGUST 3, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER'S OFFICE – FINANCE DIVISION**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2022-065 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE RESTATING IN ITS ENTIRETY THE PALMDALE MASTER SCHEDULE OF FEES AND REPEALING RESOLUTION NO. CC 2021-057**

ISSUE

Adopt Resolution No. CC 2022-065 a Resolution of the City Council of the City of Palmdale restating in its entirety the Palmdale Master Schedule of Fees and Repealing Resolution No. CC 2021-057.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2022-065 to authorize the proposed fees and charges for the fees, charges, and requirements set forth in the City of Palmdale Master Schedule of Fees for Service, effective July 1, 2022, and attached hereto;

2. Repeal Resolution No. CC 2021-057;

BACKGROUND

Periodically, the City Council adopts Fee Resolutions, which 1) revise existing fees, rates, or charges; 2) establishes new fees, rates, or charges; or 3) revise headings or descriptive language for existing fees for the City's operating departments.

On June 15, 2021, the City Council adopted Resolution No. CC 2021-057 adopting a citywide fee schedule that was to be implemented in a biennial phased in approach, with some increases taking effect July 1, 2021 and some taking effect July 1, 2022. Resolution No. CC 2021-057 authorized proposed rates for Planning, Engineering and Building & Safety, in a biennial phase approach.

Additionally, the 2021-22 fee schedule was reformatted and as part of that process some information from the previously adopted 2017 Fee Schedule was unintentionally omitted.

Upon thorough review, the proposed Master Schedule of Fees has corrected this matter, restoring missing fees and policies.

DISCUSSION

The State Constitution provides the authority for cities to impose user fees and regulatory fees for services and activities, however the fees may not exceed the estimated reasonable cost of providing the service or performing the activity.

In order to better achieve the City's policy regarding cost recovery goals and to minimize General Fund subsidies for services provided staff has identified inefficiencies, missing fees and/or processes.

Staff recommends that the City Council adopts Resolution No. CC 2022-065 to authorize proposed adjustments to the Palmdale Master Schedule of Fees for certain departments detailed in this staff report and presented in the attached Master Schedule of Fees, effective July 1, 2022.

PARKS AND RECREATION

DryTown has two new rental items, glow in the dark inner tubes for evening events and smaller sized shade cabanas. Both of these items have been added to the fee schedule. With the CPI increase last year, cabana pricing for the larger units were changed to an odd figure. For marketing purposes, this fee is proposed to be slightly reduced. Similarly, for marketing and efficiency all fees have been increased to the nearest .25, which has historically been the practice. Fees and policies from the 2017 Fee Schedule which were unintentionally omitted in subsequent schedule updates have been restored.

One omitted policy, which defines how recreation program fees are to be established has been updated to reflect current recommendations, trends and practices. A recommendation from the user fee study conducted by Revenue & Cost Specialists, LLC suggested that the City Council develop a conscious policy as to what programs should be subsidized with tax monies in promoting social benefit and to what extent. Likewise, current industry best practices have shifted to a subsidy and cost recovery policy, titled pyramid methodology by BerryDunn.com and GreenPlay LLC. This methodology originated in the 1990's and is now widely practiced across the United States. The resulting pyramid model illustrates appropriate program subsidy levels and cost recovery targets, which provides the framework necessary for decision making. The bottom of the pyramid consists of basic services free to the public in the interest of social and community benefit. The top of the pyramid consists of services that are structured, specialized or are used by special interest groups or individuals. Services at the bottom of the pyramid are subsidized by City revenues, conversely services at the top of the pyramid are incrementally off-set by participation fees. Reference Fee Schedule attachment, Parks & Recreation Cost Recovery Pyramid.

Following the cost recovery methodology noted above, all associated parks and recreation program, league, admission, merchandise and processing fees have been itemized and added to the fee schedule. Most all proposed fees remain the same with two exceptions. New fees are called out in the fee description, these are expanded programs or admission offerings to better serve residents. In addition, DryTown Water Park fees are proposed to increase, 20% or less. Due to increased demand, a new season pass alternative has also been incorporated. Our practice has been to increase water park fees bi-annually, due to COVID we have not increased park fees since 2018.

GIS FEES

The City has historically charged a 5% GIS fee on various Building & Safety, Planning and Engineering fees to recoup the City's GIS cost, which include software and labor required to track and maintain locations of any and all permits, assets and any additional items that have a geographical location within the City. Extensive staff time is required to maintain accurate GIS information, which is then used by City staff and the public for purposes of permitting, plan check, inspections, engineering and various aspects of planning. The public is also provided limited access to the City's GIS data, which aids in the application processes. See Exhibit J, attached.

ECONOMIC & COMMUNITY DEVELOPMENT

Building & Safety and Planning divisions are proposing to add an Expedited Fee for the below services. The inclusion of this fee in the City's Master Schedule of Fees is a response to the developer community and the desire to have the option to request and pay for an expedited turnaround time on services. This is an optional fee.

Exhibit A – Building & Safety

- Expedited Plan Check

Exhibit O - Planning

- Expedited Conditional Use Permit (CUP)
- Expedited Preliminary Project Review to Development Advisory Board (DAB)
- Expedited Site Plan Review

NEIGHBORHOOD SERVICES

There are no proposed changes to fees in the Neighborhood Services section of the Master Schedule of Fees, however, additional language has been added to show the specific code violations that are subject to administrative citations, as well as the City's policies for handling repeat violations, late payments and collections. See Exhibit K, attached.

CONCLUSION

Any action by the City to levy a new fee or service charge or to approve an increase in an existing fee or service must be approved by ordinance or resolution. Before any new fee or service charge can be added to the Palmdale Fee Resolution, a public hearing must be held, and reasonable notice must be provided to the members of the community.

As such, Staff recommends that the City Council Adopt Resolution No. CC 2022-065 and Repeal Resolution No. CC 2021-057, authorizing the proposed fees and charges for the fees, charges, and requirements set forth in the City of Palmdale Master Schedule of Fees for Service, effective July 1, 2022.

PUBLIC NOTICE PROCESS

A Public Hearing Notice regarding the citywide fee resolution was published in the local newspaper of general circulation on June 1, 2022, June 8, 2022, June 14, 2022, June 19, 2022, June 26, 2022, July 24, 2022 and again on August 2, 2022 at which time the public was invited to make oral and written presentation as part of the regularly scheduled meeting prior to the adoption of Resolution No. CC 2022-065. Additionally, written notice has been provided to interested parties at least 14 days prior to the public meeting to any interested party who filed written requests for mailed notice of meeting on new or increased development related fees or service charges.

FISCAL IMPACT

Resolution No. CC 2022-065, if adopted, would allow certain fees to be adjusted and policies to be enacted, which will allow the City to better recoup costs and continue providing services to the community.

Prepared by:	Janelle Samson, Director of Finance
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Resolution No. CC 2022-065
2. Proposed Master Schedule of Fees for Services FY 2022-23

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE RESTATING IN ITS ENTIRETY THE PALMDALE MASTER SCHEDULE OF FEES AND REPEALING RESOLUTION NO. CC 2021-057

WHEREAS, the City Council has determined that City staff provides many types of services involving requests by City customers ("Applicants"); and the City imposes service fees ("Service Fees") and development-related fees ("Development Fees") upon Applicants to recover the costs of staff time, and other expenses related to providing these services; and

WHEREAS, current Service Fees and Development Fees charged for the City's Services do not adequately recoup the City's costs of providing certain Services and thus, a significant amount of these costs are currently paid out of the City's general fund and, therefore, borne by the general public; and

WHEREAS, the City Council finds that providing these Services is of special benefit to Applicants both separate and apart from the general benefit to the public; and therefore, in the interests of fairness to the general public, the City desires to better recover the costs of providing these Services from Applicants who have sought the City's services by revising its schedule of City-Wide Fees; and

WHEREAS, the City desires to adjust certain fees up to the actual costs incurred to the City in providing these services;

1. Adopt Resolution No. CC 2022-065 restating in its entirety the Palmdale Fee Schedule, effective July 1, 2022;
2. Authorize the proposed rates and policies as proposed in the City of Palmdale Master Schedule of Fees, attached hereto.

WHEREAS, notice of public hearing has been given pursuant to Government Code Section 6062a, and written notice has been provided to interested parties who filed written requests for mailed notice of meetings on new or increased development-related fees or service charges; and

WHEREAS, on June 15, 2022, the City Council continued the public hearing to June 29, 2022; and

WHEREAS, on June 29, 2022, the City Council continued the public hearing to July 13, 2022; and

WHEREAS, on July 13, 2022, the City Council took no action on item; and

WHEREAS, the City Council conducted a duly noticed public hearing on August 3, 2022 at which time the public was invited to make oral and written presentations as part of the meeting prior to the adoption of this Resolution; and

WHEREAS, at least ten (10) days prior to the public hearing referenced above, the City made available for public inspection information required under Government Code Section 66000, *et seq*.; and

WHEREAS, the City published notice of the public hearing as described above in accordance with Government Code Sections 6062(a), 66014, 66016, 66017 and 66018 for the various Service Fees and Development Fees.

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. Repeal Resolution CC 2021-057 in its entirety.

SECTION 2. Adopt Resolution No. CC 2022-065 to authorize the proposed fees and charges for the fees, charges, and requirements set forth in the City of Palmdale Master Schedule of Fees for Service, attached hereto.

SECTION 3. The fees, charges, and requirements set forth in the Palmdale Fee Schedule attached hereto as the Master Schedule of Fees for Service for Fiscal Year 2022-23 and incorporated herein by reference are hereby approved and adopted as the City of Palmdale Fee Schedule to be imposed as set forth therein.

SECTION 4. Unless Federal or State regulations, or an ordinance of the City prohibits such or prescribes alternate procedures, any person subject to payment of the fees, rates, and charges established hereunder may apply to the City Manager for a waiver or reduction of such fees, rates, or charges. The application shall be made in writing and shall state in detail the factual basis for the request, including a description of the proposed project, program, activity, or other undertaking involved and the extraordinary benefits to the City resulting therefrom which justify the requested waiver or reduction of fees, rates, or charges. The City Manager may consider the application and upon a finding of extraordinary benefit to the City, waive or reduce such fee rate or charge. The determination of the City Manager shall be final and conclusive.

SECTION 5. The City Council hereby finds and determines that the existing, new or increased fees, rates, and charges established in this Resolution are in an amount reasonably necessary to recover the costs of providing the service, review,

document, facility, or commodity for which such fee, rate, or charge is levied or authorized to be levied.

SECTION 6. The new rates, fees, and charges set forth in this Resolution shall become effective on the later of July 1, 2022 or the first date that the fees can legally be enforced, and ratified this date, August 3, 2022. The City Clerk is hereby directed to email a signed copy of the Master Schedule of Fees for Service to each City department.

The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and **ADOPTED** this 3rd day of August, 2022 by the following vote:

Approved as to form:

_____
Steven D. Hofbauer, Mayor
Chair

ATTEST:

_____
Scott E. Porter, Acting City Attorney
General Counsel/Authority Attorney

_____
Shanae S. Smith, City Clerk
Agency Secretary/Authority Secretary

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 3rd day of August, 2022 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Shanae S. Smith, City Clerk

Master Schedule of Fees For Service

Proposed to the Palmdale City Council on

August 3, 2022



Effective 7/1/2022

This page intentionally left blank.

The City of Palmdale

Master Schedule of Fees for Service

Proposed to the Palmdale City Council

August 3, 2022

This page intentionally left blank.

EXHIBIT (A)

BUILDING & SAFETY			
Description	**FY 2022 Fee**	**FY 2023 Fee**	**Comments**
A. General Fees			
Investigation Fee for Work constructed Without a Permit:			
The investigation fee (Contractor) shall be equal to and in addition to the permit fees specified, but in no event shall the investigation fee be less than listed.	$ 350.00	$ 350.00	
Exception 1: The investigation fee (Homeowner) when the Building Official has determined that the owner-builder of a one family or two family dwelling, accessory building or accessory structure, had no knowledge that a permit was necessary and had not previously applied for a permit from Building and Safety office of the City of Palmdale.	$ 200.00	$ 200.00	
Exception 2: The foregoing provisions shall not apply to emergency work when it shall be proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit therefore before the commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so and if there is an unreasonable delay in obtaining such permit this exception shall not apply and the investigation fee shall be charged.			
The payment of the investigation fee shall not exempt any person from compliance with all other provisions nor from any penalty prescribed by law.			
Modifications Fee:			
A written application for the granting of such modifications shall be submitted together with a filing fee.			
up to 2 hours	$ 136.00	$ 136.00	Per hour
Additional fee above 2 hours	$ -	$ -	
Alternate Materials and Methods of Construction Fee:			
A written application for use of an alternate material or method of construction shall be submitted together with a filing fee.			
up to 2 hours	$ 210.00	$ 210.00	per hour
Additional fee above 2 hours	$ 136.00	$ 136.00	per hour
Appeals filing Fee:	$ 411.00	$ 411.00	
Noncompliance fee building for Group R, Division 3 Occupancies	$ 200.00	$ 200.00	
Noncompliance fee for all other occupancies, and shall be in addition to the fees specified elsewhere.	$ 350.00	$ 350.00	
Preliminary plan review Fees			
Building Per-site Evaluation (Commercial)			
Up to 2 hours	$ 210.00	$ 210.00	per hour
> 2 hours, or portion thereof (additional) per hour	$ 136.00	$ 136.00	per hour
Building Per-site Evaluation (Residential)			
Up to 2 hours	$ 210.00	$ 210.00	per hour
> 2 hours, or portion thereof (additional)	$ 136.00	$ 136.00	per hour
EXCEPTION: one staff member, not in excess of 15 minutes, shall charge no fee for a preliminary review.			
Special Inspector Registration fees	$ 140.00	$ 140.00	Annually
B. Palmdale Building and Residential Code Permit and Plan Check Fees			
TABLE 1-A – Building Permit Fees*[1,2,3,4,5]			
Total Valuation			
$0 to and including $700,	$ 42.00	$ 42.00	
More than $700 to and including $25,000,	$ 60.00	$ 60.00	
plus for each additional $1,000 or fraction thereof in excess of $1,000,	$ 21.32	$ 21.32	
$25,001 to and including $50,000,	$ 451.00	$ 451.00	
plus for each additional $1,000 or fraction thereof in excess of $25,000,	$ 16.25	$ 16.25	
$50,001 to and including $100,000,	$ 766.00	$ 766.00	
plus for each additional $1,000 or fraction thereof in excess of $50,000,	$ 12.22	$ 12.22	
$100,001 to and including $300,000,	$ 1,263.00	$ 1,263.00	
plus for each additional $1,000 or fraction thereof in excess of $100,000	$ 8.45	$ 8.45	
$300,001 - $1million	$ 2,953.00	$ 2,953.00	
plus for each additional $1,000 or fraction thereof in excess of $300,000	$ 8.00	$ 8.00	
$1 million -$10,000,000	$ 8,553.00	$ 8,553.00	
plus for each additional $1,000 or fraction thereof in excess of $1 million	$ 7.50	$ 7.50	

BUILDING & SAFETY			
Description	**FY 2022 Fee**	**FY 2023 Fee**	**Comments**
Over 10 million	$ 71,553.00	$ 71,553.00	
plus for each additional $1,000 or fraction thereof in excess of $10 million	$ 7.00	$ 7.00	
*Permit fees shall be increased by the following factors			
Group R - per $100,000 Valuation	$ 13.00	$ 13.00	
Other Occupancies - per $100,000 (PRC Code2705-2709.1)	$ 28.00	$ 28.00	
per $100,000 Valuation(HSC 18931.6)	$ 4.00	$ 4.00	
Certified Access Specialist (CASp)			
Inspection	$ 122.00	$ 122.00	per hour
Plan review	$ 136.00	$ 136.00	per hour
Records Report Letter	$ 122.00	$ 122.00	
The following fees shall be paid before a permit is issued, inspection made, occupancy allowed or device operated:			
In addition to the fees set forth in Items A thru W below, for issuance of each inspection application receipt (charge by the hour)	$ 32.00	$ 32.00	
A. For a site inspection not otherwise covered herein by a fee and which is regulated by the City of Palmdale	$ 122.00	$ 122.00	per hour
B. For inspection of any use, occupancy or change in use or occupancy: Group R or U Occupancy,(Residential)	$ 210.00	$ 210.00	
C. Occupancy groups other than R or U (Commercial)			
Affected floor area:			
Less than 5,000 square feet,	$ 122.00	$ 122.00	per hour
5,001 to 10,000 square feet,	$ 122.00	$ 122.00	per hour
10,000 to 100,000 square feet,	$ 122.00	$ 122.00	per hour
Above 100,000 square feet,	$ 122.00	$ 122.00	per hour
In addition to the aforementioned fees, the Building Official may require additional charges for review required by changes, additions or revisions of approved plans or reports, and for services beyond the initial and second check due to changes, omissions or errors on the part of the applicant. The payment of said fees shall not exempt any person from compliance with any provisions of this PBC.			
D. For inspection of the repair or rehabilitation of a building or structure declared substandard by notice filed with the Department of Registrar Recorder, the fee shall not be less than $122 per hour based on the number of hours required to complete the inspection	$ 122.00	$ 122.00	
E. For inspection of the demolition of a building or structure (including sewage system termination), $200	$ 200.00	$ 200.00	
F. For inspection or reinspection of Group A, Division 4 structures, each	$ 122.00	$ 122.00	per hour
G. For inspection of structures or devices regulated by Chapter 66:			
The first structure or device (charge by the hour no matter # of structures)	$ 122.00	$ 122.00	per hour
H. For application and investigation for relocation building permits as required by Chapter 68:			
Floor area: Up to 2,500 square feet (charge by the hour, not square footage)	$ 122.00	$ 122.00	Per hour
I. For investigation and/or permit for trailer coaches as required by Chapter 69	$ 122.00	$ 122.00	Per hour
J. For inspection outside of normal business hours, per hour	$ 122.00	$ 122.00	per hour. 4 hr minimum
K. For inspection for which no fee is specifically indicated, per hour	$ 122.00	$ 122.00	Per hour
L. For inspection of barriers for swimming pools, spas and hot tubs, per hour	$ 122.00	$ 122.00	Per hour
M. For a single copy of a microfilmed permit	$ 3.00	$ 3.00	
N. For determining occupant load for purposes of parking requirements pursuant to the Zoning Ordinance, per hour	$ 136.00	$ 136.00	Per hour
O. For reproduction of or generation of standard permit reports per month (Statistical Report Permit)	$ 34.00	$ 34.00	
P. For assignment of house numbers	$ 52.00	$ 52.00	
Q. For additional review required by changes, additions or revisions of approved or resubmitted plans or reports, per hour	$ 136.00	$ 136.00	
R. For additional review required beyond the initial and second check of plans or reports	10% of original fee for each plan check after 3rd review	10% of original fee for each plan check after 3rd review	

BUILDING & SAFETY			
Description	**FY 2022 Fee**	**FY 2023 Fee**	**Comments**
S. For the issuance of a certificate of occupancy	$ 100.00	$ 100.00	
T. For the issuance of a temporary certificate of occupancy	$ 150.00	$ 150.00	
U. For each extension of a temporary certificate of occupancy	$ 100.00	$ 100.00	
V. Notice and Order Processing Fees Service Fee			
(a) Processing	$ 122.00	$ 122.00	per hour
(b) Recording or resending of notice	$ 122.00	$ 122.00	per hour
(c) Preparation of Job Specifications	$ 122.00	$ 122.00	per hour
(d) City Council Documents	$ 122.00	$ 122.00	per hour
(e) Contract Cancellation	$ 122.00	$ 122.00	per hour
(f) Contract Performance Inspection	$ 122.00	$ 122.00	per hour
(g) Billing	$ 122.00	$ 122.00	per hour
(h) Record Special Assessment	$ 122.00	$ 122.00	per hour
(i) Filing of Special Assessment	$ 122.00	$ 122.00	per hour
Plan Checking or Review Fees for Buildings or Structures			
When an application for a building permit is submitted for review, whether or not plans and specifications are required by Section 106.4.2, *a fee shall be paid to the Building Official. Said fee shall be equal to 85 percent of the building permit fee* as set forth in Table 1-A, provided. In addition to the aforementioned fees, the Building Official may require additional charges for review required by changes, additions or revisions of approved plans or reports, and for services beyond the first and second check due to changes, omissions or errors on the part of the applicant. The payment of said fees shall not exempt any person from compliance with other provisions of this PBC.	$ 136.00	$ 136.00	per hour
$0 - $5,000	85% of Permit Fee w/minimum fee of $136.00	85% of Permit Fee w/minimum fee of $136.00	
$5,001 - $25,000	85% of Permit Fee w/minimum fee of $136.00	85% of Permit Fee w/minimum fee of $136.00	
$25,001 - $50,000	85% of Permit Fee w/minimum fee of $136.00	85% of Permit Fee w/minimum fee of $136.00	
$50,001 - $100,000	85% of Permit Fee w/minimum fee of $136.00	85% of Permit Fee w/minimum fee of $136.00	
$100,001 - $300,000	85% of Permit Fee w/minimum fee of $136.00	85% of Permit Fee w/minimum fee of $136.00	
$300,001 - $1million	85% of Permit Fee w/minimum fee of $136.00	85% of Permit Fee w/minimum fee of $136.00	
$1million - $10million	85% of Permit Fee w/minimum fee of $136.00	85% of Permit Fee w/minimum fee of $136.00	
The fees specified in this section are separate fees from the permit fees specified above.			
Expedited Plan Check fee available for the processing of first time plan checks and re-checks for an additional 50% of the original Plan Check Fee.		Additional 50% of Original Plan Check Fee	
Standard Plans			
The Building Official may approve a set of plans for a building or structure as a "standard plans," provided that the applicant has made proper application, submitted complete sets of plans as required by this section, and paid the plan checking fee required above, or fee listed for standard plans, whichever is greater.	50% plan check fee	50% plan check fee	
Plans shall reflect laws and ordinances in effect at the time a permit is issued except as provided herein below in this section. Nothing in this section shall prohibit modifying the permit set of plans to reflect changes in laws and ordinances, which have become effective since the approval of the standard plan. *The standard plans shall become null and void where the work required by such changes exceeds ten percent of the value of the building or structure. When it is desired to use an approved "standard plan" for an identical structure, two plot plans and one duplicate plan shall be submitted and a plan checking fee equal to 70 percent of the full plan checking fee required above shall be paid at the time application is made for such identical structure* . Such duplicate plans shall be compared, stamped and kept on the project site. In case of deviation from this standard plan, except as permitted in this section, complete plans, together with a full plan-checking fee, shall be submitted for the proposed work.			

BUILDING & SAFETY			
Description	**FY 2022 Fee**	**FY 2023 Fee**	**Comments**
Standard plans shall be valid for a period of one year from the date of approval. The standard plan can be extended by the Building Official an additional year upon payment of an extension fee equal to 30% of the original fee providing the standard plans are being restandardized under the same year codes as the original standard plan approval.			
107.4 Expiration of Plan Application			
Applications for building, grading, landscape and relocation building permits for which no permit is issued within one year following the date of application shall expire by limitation. Plans and specifications previously submitted may thereafter be returned to the applicant or destroyed by the Building Official or City Engineer. The Building Official or City Engineer may extend the time for action by the applicant for a period not exceeding six months beyond the one-year limit upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken and upon payment of an extension fee equal to 25 percent of the plan check fee. No permit application shall be extended more than once. Once an application has expired, the applicant shall resubmit plans and specifications and pay a new 100% plan check fee.	25% of plan check fee	25% of plan check fee	
C. Electrical Code Permit and Plan Check Fees			
Except as otherwise provided in the PAP, at the time of filing an application a fee shall be paid to the City of Palmdale as set forth in this Section.			
Electrical Permit Fees.			
PERMITS			
For issuing permits, each	$ 32.00	$ 32.00	
System Fee Schedule			
(Note: The following do not include permit-issuance fees.)			
New Residential Buildings			
The following fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time.			
For new multifamily residential buildings (apartments and condominiums) having three (3) or more living units not including garages, carports, and other noncommercial automobile storage areas constructed at the same time, per square foot	$ 0.11	$ 0.11	
For garages, carports, and other accessory buildings, used in conjunction with multifamily residential buildings use BRANCH CIRCUIT FEE OR UNIT FEE SCHEDULE.			
For new single or two-family residential buildings not including garages, carports and other minor accessory buildings constructed at the same time, per square foot	$ 0.11	$ 0.11	
For garages, carports and other minor accessory buildings constructed at the same time as single or two-family residential buildings, a fee will not be required. For other types of residential occupancies and alterations, additions and modifications to existing residential buildings, use BRANCH CIRCUIT FEE OR UNIT FEE SCHEDULE.			
Private Swimming Pools			
For new private, residential, in ground swimming pools for single or multi-family occupancies, including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool, each	$ 75.00	$ 75.00	
New Commercial Swimming Pools / Spas	$ 75.00	$ 75.00	
For other types of swimming pools, therapeutic whirlpools, spas, hot tubs and alterations to existing swimming pools, each	$ 51.00	$ 51.00	
Carnivals and Circuses			
Carnivals, circuses or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions:			

BUILDING & SAFETY			
Description	FY 2022 Fee	FY 2023 Fee	Comments
For electric generators and electrically driven rides, each		$ 26.00	
For mechanically driven rides and walk-through attractions or displays having electric lighting, each	$ 26.00		each ride/display with electrical + Electrical Permit Fee
For a system of area and booth lighting, each	$ 15.95	$ 15.95	
For permanently installed rides, booths, displays and attractions, use UNIT FEE SCHEDULE.			
Temporary Power Service			
For a temporary service power pole or pedestal, including all pole or pedestal mounted receptacle outlets and appurtenances, each	$ 42.00	$ 42.00	
For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lighting, Christmas tree sales lots, fireworks stands, sales booths, additional pole, etc., each	$ 21.00	$ 21.00	
Branch Circuit and Unit Fee Schedules			
(Note 1: The following do not include permit issuance fees. Note 2: Where appropriate either fee schedule may be used.)			
Branch Circuit Fees (Alternate to Unit Fees)			
Branch circuit fees apply to new branch circuit wiring and the lighting fixtures, switches and receptacles, which are supplied by these branch circuits, including their outlets.			
For 15 or 20 ampere 120 volt lighting or general use receptacles:			
First 10 branch circuits, each	$ 24.00	$ 24.00	
Each additional branch circuit from 11 to 40 inclusive	$ 24.00	$ 24.00	
Each additional branch circuit over 40	$ 24.00	$ 24.00	
For 15 or 20 ampere 208 volt to 277 volt lighting, each	$ 24.00	$ 24.00	
EXCEPTION. An individual multi wire branch circuit supplying one appliance may be counted as one circuit.			
Inspection not specified - 1/2 hr	$ 60.00	$ 60.00	
Inspection not specified - 1 hr	$ 120.00	$ 120.00	
Unit Fees (Alternate to Branch Circuit Fees)			
Receptacle, Switch, Lighting, or other:			
For receptacle, switch, lighting, or other outlets at which current is used or controlled, except services, feeders and meters			
First 20, each	$ 3.00	$ 3.00	
Additional outlets, each	$ 1.00	$ 1.00	
(Note: For multi-outlet assemblies, each five feet or fraction thereof may be considered as one outlet.)			
Lighting Fixtures			
For lighting fixtures, sockets, or other lamp-holding devices:			
First 20, each	$ 3.00	$ 3.00	
Additional fixtures, each	$ 2.00	$ 2.00	
For pole or platform mounted lighting fixtures, each	$ 3.00	$ 3.00	
For theatrical-type lighting fixtures or assemblies, each	$ 3.00	$ 3.00	
Residential Appliances of Three Horsepower or Less			
For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens, counter mounted cooking tops, electric ranges, self-contained room, console, or through-wall air conditioners, space heaters, food-waste grinders, dishwashers, washing machines, water heaters, clothes dryers, or other motor-operated appliances, not exceeding three (3) horsepower (HP) in rating, each	$ 12.00	$ 12.00	
(Note: For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.)			
Other Appliances of Three Horsepower or Less			
For any appliance installed in a nonresidential occupancy and not exceeding three (3) horsepower (HP), kilowatt (KW), or kilovolt-ampere (KVA) in rating, including medical and dental devices, food, beverage, and ice cream cabinets, illuminated showcases, drinking fountains, vending machines, laundry machines, or other similar types of equipment, each	$ 15.00	$ 15.00	

BUILDING & SAFETY			
Description	FY 2022 Fee	FY 2023 Fee	Comments
(Note 1: As used in the above sentence, “nonresidential occupancy” includes but is not limited to hotels and motels but excludes apartments and single-family dwellings. Note 2: For other types of air conditioners and other motor driven appliances having larger electrical ratings, see Power Apparatus.)			
Power Apparatus			
For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus with a rating as follows:			
Rating in horsepower (HP), kilowatts (KW), kilovolt-amperes (K-VA), or kilovolt-amperes-reactive (K-VAR):			
Rating over 3 and not over 10, each	$57.00	$57.00	
Rating over 10 and not over 50, each	$57.00	$57.00	
Rating over 50 and not over 100, each	$57.00	$57.00	
Rating over 100, each	$57.00	$57.00	
(Note 1: For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used. 2.			
These fees include all switches, circuit breakers, contractors, thermostats, relays and other directly related control equipment.)			
(Note: An additional fee will be required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in type busways. No fee is required for portable tools.)			
Signs, Outline Lighting, and Marquees			
For signs, outline lighting systems, or marquees supplied from one branch circuit, each	$ 37.00	$ 37.00	
For additional branch circuits within the same sign, outline lighting system, or marquee, each	$ 12.00	$ 12.00	
Services, Switchboards, Switchboard Sections, Motor-Control-Centers and Panelboards			
For services, switchboards, switchboard sections, motor control centers and panelboards of 600 volts or less and not over 399 amperes in rating, each			
up to 399 Amps	$ 38.00	$ 38.00	
400-1000 Amps	$ 73.00	$ 73.00	+ Electrical Permit Fee
over 1000 Amp	$ 155.00	$ 155.00	+ Electrical Permit Fee
For services, switchboards, switchboard sections, motor control centers and panelboards of 600 volts or less and over 399 amperes to 1,000 amperes in rating, each	$ 73.00	$ 73.00	
up to 399 Amps	$ 38.00	$ 38.00	+ Electrical Permit Fee
400-1000 Amps	$ 73.00	$ 73.00	+ Electrical Permit Fee
over 1000 Amp	$ 155.00	$ 155.00	+ Electrical Permit Fee
For services, switchboards, switchboard sections, motor control centers and panelboards over 600 volts or over 1,000 amperes in ratings, each	$ 155.00	$ 155.00	
Other Inspections			
For each extra inspection resulting from defective workmanship or materials, each	$ 122.00	$ 122.00	per hour
For inspection of electrical equipment for which no fee is herein set forth and for emergency inspections for the time consumed:			
General Inspection per Permit (Commercial)			
For the first 1/2 hour, or fraction thereof	$ 60.00	$ 60.00	
Or, for each hour, or fraction thereof	$ 120.00	$ 120.00	
General Inspection per Permit (Residential)			
For the first 1/2 hour, or fraction thereof	$ 60.00	$ 60.00	
Or, for each hour, or fraction thereof	$ 120.00	$ 120.00	

BUILDING & SAFETY			
Description	FY 2022 Fee	FY 2023 Fee	Comments
For any single hazardous location area, as defined in Article 100 of the National Electrical Code, larger than 2,000 sq. ft. or an aggregate area consisting of smaller hazardous location areas totaling over 2,000 sq. ft., a surcharge in addition to any other applicable fees, each	$ 210.00	$ 210.00	
For investigation and review of test reports from local testing laboratories, or to comply with the requirements of Section 83-3, alternate materials and methods: Reports for one (1) to ten (10) electrical items, apparatus, machine tools, appliances or other electrical equipment	$ 136.00	$ 136.00	per hour
For investigation of alternate materials and methods performed by the Chief Electrical Inspector, as required by Section 83-3 of the Palmdale Electrical Code:			
For the initial filing fee	$ 276.00	$ 276.00	
For each hour or fraction thereof, in excess of two	$ 136.00	$ 136.00	
In addition to the aforementioned fees, the Building Official may require additional charges for plan check services beyond the initial and second check when such additional work is due to changes, omissions or errors on the part of the plan check applicant.	$ 136.00	$ 136.00	
Photovoltaic System (PV)			
Residential			
Flat fee up to 10 Kw	$ 450.00	$ 450.00	
above 10 KW, $15 per KW (per Government Code 66015)	$ 15.00	$ 15.00	
Inspection (plus fully allocated hourly rate for re-inspection)	$ -	$ -	included w/ PV permit
Re-inspection	$ 122.00	$ 122.00	
Non-residential - Less than 600V			
Flat fee up to 50kW	$ 1,000.00	$ 1,000.00	
51kW to 250kW, $7 per kW	$ 7.00	$ 7.00	
Above 250kW, $5 per KW (per Government Code 66015)	$ 5.00	$ 5.00	
Non-residential - 600V or more			
Flat fee up to 50kW	$ 1,000.00	$ 1,000.00	
51kW to 250kW, $7 per kW	$ 7.00	$ 7.00	
Above 250kW, $5 per KW (per Government Code 66015)	$ 5.00	$ 5.00	
Thermal Photovoltaic Systems			
Flat fee up to 30kW	$ 1,000.00	$ 1,000.00	
30kW to 260kW, $7 per kW	$ 7.00	$ 7.00	
Above 260kW, $5 per kW or based on project valuation	$ 5.00	$ 5.00	
Pedestal			
Up to 399 Amps	$ 38.00	$ 38.00	
400 to 1000 Amps	$ 73.00	$ 73.00	
Over 1000 Amps	$ 155.00	$ 155.00	
Vehicle Charging Station			
Residential	$ 33.00	$ 33.00	
Commercial (based on project valuation)	$ -	$ -	Fee Based on Project Valuation
Electrical Plan Check Fees			
Plans are required to be submitted for any of the work described below. A plan checking fees shall be paid when the plans are submitted for review. With respect to the work described below wiring shall not be installed, nor any other work for which a permit is required shall be done, until the plans have been approved. Only after the plans have been approved may the applicant apply for an electrical permit for such work. Plans are required for the following:			
(1) An Installation where one or more services, switchboards, motor control centers or feeders have a rating of 400 amperes or larger at 600 volts or less;			
(2) Any installations rated above 600 volts;			
(3) Theaters or motion picture theaters;			
(4) Assembly rooms or similar places having an assemblage or seating capacity exceeding 500 persons;			
(5) A hospital or other health care facility falling within the scope of Article 517 of the Electrical code;			
(6) Installations in locations classed as hazardous locations by the provisions of Chapter 5 of the Electrical code;			

BUILDING & SAFETY			
Description	**FY 2022 Fee**	**FY 2023 Fee**	**Comments**
(7) Installation of lighting fixtures weighing more than 300 pounds;			
(8) Tenant improvement installations requiring review to verify compliance with the State's Electrical Energy Conservation requirements (Title 24). This energy plan check is in addition to the plan check required above.			
The fee for each plan check pursuant to subsection above shall be equal to seventy percent (70%) of the required permit fee, however, the minimum fee shall be	$ 136.00	$ 136.00	
Maintenance Electrician Registration Fee	$ 170.00	$ 170.00	annually
D. Plumbing/Sewer Permit and Plan Check Fees			
Plumbing Sewer and private sewage disposal permit fees shall be paid as follows. For the purpose of this section, a sanitary plumbing outlet on which or to which a plumbing fixture or appliance may be set or attached shall be construed to be a fixture. Built in dishwashers shall be construed fixtures whether individually trapped or not. Fees for reconnection and retest of existing plumbing systems in relocated buildings shall be based on the number of plumbing fixtures, gas systems, water heaters, etc., involved. When interceptor traps or house trailer site traps are installed at the same time as a house sewer on any lot, no sewer permit shall be required for the connection of any such trap to an appropriate inlet fitting provided in the house sewer by the permittee constructing such sewer. When a permit has been obtained to connect an existing building or existing work to the public sewer, or to connect to a new private disposal facility, backfilling of private sewage disposal facilities abandoned consequent to such connection is included in the house sewer permit.			
General Inspection per Permit (Commercial)			
For each hour, or fraction thereof	$ 120.00	$ 120.00	
General Inspection per Permit (Residential)			
For each hour, or fraction thereof	$ 120.00	$ 120.00	
Plumbing permit fees shall be as follows:			
For issuing each permit,	$ 32.00	$ 32.00	
In addition:			
For each plumbing fixture or trap or set of fixtures on one trap (including drainage, vent, water piping and backflow prevention devices therefore) (hose bibbs are considered fixtures),	$ 16.00	$ 16.00	
For each permanent-type dishwasher, whether individually trapped or not,	$ 16.00	$ 16.00	
For future stacks or branches, each waste inlet,	$ 16.00	$ 16.00	
For each roof drain,	$ 16.00	$ 16.00	
For each drainage or sewer backwater valve,	$ 16.00	$ 16.00	
For each industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps,	$ 16.00	$ 16.00	
For each swimming pool drainage trap and receptor, whether connected to a building drain or a building sewer (water supply for pool not included),	$ 16.00	$ 16.00	
For each gas piping system on any one meter or alteration, extension or retest of existing gas piping system:			
Low pressure system:			
Five or fewer outlets,	$ 16.00	$ 16.00	
For each additional outlet over five,	$ 4.00	$ 4.00	
Medium or high pressure system:			
Each system,	$ 16.00	$ 16.00	
Additional fee for each outlet,	$ 4.00	$ 4.00	
For each gas meter not under control and maintenance of the serving gas supplier,	$ 16.00	$ 16.00	
For each gas pressure regulator other than appliance regulators,	$ 16.00	$ 16.00	
For each water heater and/or vent,	$ 20.00	$ 20.00	
For repair or alteration of drainage and/or vent piping, each fixture,	$ 16.00	$ 16.00	
For each piece of water-treating equipment,	$ 16.00	$ 16.00	
For each water pressure regulator,	$ 16.00	$ 16.00	
For potable water (Main Water Line) not covered elsewhere in fee schedule:			
1-1/2 inch and smaller,	$ 48.00	$ 48.00	
2 inches to 3 inches,	$ 48.00	$ 48.00	
Over three inches,	$ 48.00	$ 48.00	

BUILDING & SAFETY			
Description	FY 2022 Fee	FY 2023 Fee	Comments
For replacing water piping in a Residential/Multi -family building, (1) each fixture, each water-treating device and each piece of water-using or dispensing equipment, or (2) each branch or riser that has none of the above items connected thereto,	$ 8.00	$ 8.00	
For sprinkling systems on any one meter, each backflow prevention device therefore,	$ 16.00	$ 16.00	
For each backflow prevention device on unprotected water supplies, pools, tanks, vats, etc. (including incidental water piping),	$ 16.00	$ 16.00	
For each trap primer,	$ 16.00	$ 16.00	
For each solar potable water-heating system, including water heater and vent,	$ 16.00	$ 16.00	
For the connection of a house sewer to a public sewer, or for the extension of a house lateral onto a lot for future use (separate permit required for each such connection or extension),	$ 38.00	$ 38.00	
For each house sewer manhole,	$ 45.00	$ 45.00	
For each installation of a section of house sewer for future use,	$ 29.00	$ 29.00	
For the connection of each additional building or additional work to a house sewer,	$ 29.00	$ 29.00	
For the connection of a house sewer to a private sewage disposal system,	$ 29.00	$ 29.00	
For each private sewage disposal system (septic tank and seepage pit or pits and/or drain field),	$ 120.00	$ 120.00	
For each grey water system (storage tanks and disposal/irrigation fields),	$ 120.00	$ 120.00	
For each cesspool, overflow seepage pit, percolation test pit, swimming pool drywell, or drain field extension or replacement,	$ 45.00	$ 45.00	
For disconnection, abandonment, alteration or repair of any house sewer or private sewage disposal system or part thereof,	$ 29.00	$ 29.00	
On Site Sewer per 100 linear feet			
A plumbing plan checking fee as indicated shall be paid to the Plumbing Official at the time of submitting plans and specifications for work described in this subsection.			
Said fee shall be equal to 40 percent of the required plumbing permit.			
1. More than 216 waste fixture units;			
2. Potable water supply piping required to be 2" or larger; or			
3. Fuel gas piping required to be 2" or larger or containing medium or high pressure gas.			
If any of the following systems is included in the work proposed, a surcharge shall be collected for each of these systems as follows:			
1. Combination waste and vent system	$ 165.00	$ 165.00	
2. Gas system containing an earthquake actuated shutoff valve	$ 58.00	$ 58.00	
3. Chemical waste system	$ 33.00	$ 33.00	
4. Rainwater system	$ 105.00	$ 105.00	
The minimum plan-checking fee (including all surcharges)	$ 136.00	$ 136.00	
For plan checking individual systems not required to be reviewed under subsection 103.11.1 above:			
1. Combination waste and vent system	$ 165.00	$ 165.00	
2. Gas system containing an earthquake actuated shutoff valve	$ 58.00	$ 58.00	
3. Chemical waste system	$ 33.00	$ 33.00	
4. Rainwater system	$ 105.00	$ 105.00	
5. Grey Water system	$ 92.00	$ 92.00	
Exception: Plan check is not required for an earthquake actuated gas shut-off valve if the valve has a pressure loss through it of less than 10 feet of equivalent length of pipe in the line that it is installed.			
In addition to the aforementioned fees, the Building Official may require additional charges for plan check services beyond the initial and second check when such additional work is due to changes, omissions or errors on the part of the plan check applicant.			
The payment of said fees shall not exempt any person from compliance with other provisions of this PPC.	$ 136.00	$ 136.00	

BUILDING & SAFETY			
Description	**FY 2022 Fee**	**FY 2023 Fee**	**Comments**
E. Mechanical Permit and Plan Check Fees			
General Inspection per Permit (Commercial)			
For the first 1/2 hour, or fraction thereof	$ 60.00	$ 60.00	
Or, for each hour, or fraction thereof	$ 120.00	$ 120.00	
General Inspection per Permit (Residential)			
For the first 1/2 hour, or fraction thereof	$ 60.00	$ 60.00	
Or, for each hour, or fraction thereof	$ 60.00	$ 60.00	
Permits required by this PMC shall, at the time of filing an application therefore, pay a fee as required by this section.			
1. For the issuance of each permit	$ 32.00	$ 32.00	
2. For the installation, alteration or relocation of each refrigeration compressor or absorption unit, and for each fuel-burning furnace, heater, boiler, and vented decorative appliance including vents attached thereto:			
Up to and including 100,000 Btu	$ 26.00	$ 26.00	
More than 100,000 Btu up to and including 500,000 Btu	$ 51.00	$ 51.00	
More than 500,000 Btu	$ 125.00	$ 125.00	
3. For each air inlet and air outlet served by any air conditioning system	$ 5.00	$ 5.00	
Or, when the number of air inlets and outlets is unknown, for each 1,000 square feet or fraction thereof of conditioned area	$ 36.00	$ 36.00	
(NOTE: An air-conditioning system includes heating and/or cooling.)			
4. For the installation, relocation or replacement of each appliance vent installed and not included in any appliance permit	$ 13.00	$ 13.00	
5. For the installation or alteration of each air-handling unit for air conditioning, including ducts attached thereto:			
Up to and including 2,000 cfm:			
Each unit up to 10	$ 13.00	$ 13.00	
Each unit over 10	$ 4.00	$ 4.00	
More than 2,000 cfm to and including 10,000 cfm	$ 39.00	$ 39.00	
More than 10,000 cfm	$ 65.00	$ 65.00	
NOTE: This fee shall not apply to an air-handling unit which is a portion of a factory-assembled air-conditioning appliance for which a permit is required elsewhere in this PMC.			
6. For each evaporative cooler other than portable type	$ 21.00	$ 21.00	
7. For ventilation fans which serve a single register:			
Each fan up to 10	$ 15.00	$ 15.00	
Each fan over 10	$ 6.00	$ 6.00	
8. For each ventilation system that is not a portion of any air-conditioning system for which a permit is required elsewhere in this PMC	$ 34.00	$ 34.00	
For the installation of each commercial kitchen hood, or product-conveying duct system, served by mechanical exhaust, including the fans and ducts attached thereto	$ 70.00	$ 70.00	
1. Spray booth	$ 70.00	$ 70.00	
2. Duct Detector	$ 10.00	$ 10.00	
3. For the installation of each fire damper	$ 11.00	$ 11.00	
4. For the alteration of an existing duct system for which a permit is not required elsewhere in this PMC	$ 8.00	$ 8.00	
Mechanical Plan Check Fees			
1. Installations where the aggregate Btu input capacity for either comfort heating or comfort cooling is more than 500,000 BTU. Plans shall detail all the mechanical systems, including comfort heating systems, comfort cooling systems, refrigeration systems and ventilation systems and hoods.			
2. Installations of the following individual systems:			
(i) Food processing establishment containing a commercial-type I or II hood;			
(ii) Garage ventilation systems installed in compliance with the provisions of the Palmdale Building Code;			
(iii) Stair pressurization systems installed in compliance with the provisions of the Palmdale Building Code;			
(iv) Product conveying duct systems installed in compliance with Chapter 5 of this PMC;			

BUILDING & SAFETY			
Description	**FY 2022 Fee**	**FY 2023 Fee**	**Comments**
(v) Tenant improvement installations requiring review to verify compliance with the State's Energy Regulations.			
When a building permit is not required for that work the plan check fee shall be $28.00/1000 square feet of conditioned space;	$ 28.00	$ 28.00	
provided however, the minimum fee	$ 55.00	$ 55.00	
Direct-fired gas makeup and industrial air heaters			
The installer shall submit plans showing the proposed installation, indicating the location of the heater and such accessories as may be required to ensure the proper and safe performance of its function.			
A plan-checking fee shall be paid to the Mechanical Official at the time of submitting the plans and specifications. Said fee shall be:			
The fee shall be equal to 50 percent of the required mechanical permit fee as set forth in the PMC.	50% plan check fee	50% plan check fee	
EXCEPTION: Identical appliances of 100,000 Btu or less, installed in a single building:			
Up to and including 10, 50 percent of permit fee			
For each appliance over 10, an additional 5 percent of its permit fee			
If any of the following systems is included in the work proposed, a surcharge shall be collected for each of these systems as follows:			
(i) Food processing establishments containing a commercial type I or II hood	$ 167.00	$ 167.00	
(ii) Garage ventilation systems installed in compliance with the provisions of Title 26 of the Palmdale City code	$ 167.00	$ 167.00	
(iii) Stair pressurization systems installed in compliance with the provisions of Title 26 of the Palmdale City code	$ 167.00	$ 167.00	
(iv) Product conveying systems installed in compliance with Chapter 5 of this PMC	$ 167.00	$ 167.00	
The minimum plan checking fee shall be	$ 136.00	$ 136.00	
In addition to the aforementioned fees, the Mechanical official may require additional charges at the rate listed per hour for plan check services beyond the initial and second check when such additional work is due to changes, omissions or errors on the part of the plan check applicant. The payment of said charges shall not exempt any person from compliance with other provisions of the PMC.	$ 136.00	$ 136.00	
Building Codes Bail Schedule			
Building Code 8.04.220 PMC Violations and Penalties Building Code Chapter 70, Excavation and Grading	$100.00 - $500.00	$100.00 - $500.00	
8.04.290 PMC	$100.00 - $500.00	$100.00 - $500.00	
Electrical Code 8.04.390 PMC Violations and Penalties	$100.00 - $500.00	$100.00 - $500.00	
Electrical Code 8.04.370 PMC Permits and Inspection Procedures	$100.00 - $500.00	$100.00 - $500.00	
Housing Code 8.04.820 PMC Violations and Penalties	$100.00 - $500.00	$100.00 - $500.00	
Mechanical Code 8.04.720 PMC Penalties and Violations	$100.00 - $500.00	$100.00 - $500.00	
Plumbing Code 8.04.620 PMC Violations and Penalties	$100.00 - $500.00	$100.00 - $500.00	
Residential Rental Unit Inspection			
Multi-Family	$ 89.40	$ 89.40	
Single Family	$ 178.70	$ 178.70	
Review of Site-Remedial Investigation and Cleanup Plan, Initial Deposit	$ 440.00	$ 440.00	

EXHIBIT (B)

BUSINESS LICENSE			
Description	FY 2022 Fee	FY 2023 Fee	Comments
Business License Research Fee	$ 36.26	$ 36.26	per hour
Business License Taxes:			
Classification "A" - Services Industries			
Annual Tax	$ 25.00	$ 25.00	
Semi-Annual Tax	$ 15.00	$ 15.00	
Tax Per Employee	$ 3.00	$ 3.00	
Classification "B" - Retail, Wholesale, Manufacturing			
Annual Tax	$ 25.00	$ 25.00	
Semi-Annual Tax	$ 15.00	$ 15.00	
Tax Per Employee	$ 3.00	$ 3.00	
Classification "C" - Contractors			
Contractors A or B	$ -	$ -	
Annual Tax	$ 150.00	$ 150.00	
Semi-Annual Tax	$ 100.00	$ 100.00	
Quarterly Tax	$ 60.00	$ 60.00	
Contractors C or D			
Annual Tax	$ 50.00	$ 50.00	
Semi-Annual Tax	$ 30.00	$ 30.00	
Quarterly Tax	$ 20.00	$ 20.00	
Classification "D" - Professionals			
Annual Tax Per Professional Employee	$ 45.00	$ 45.00	
Semi-Annual Tax Per Professional Employee	$ 28.00	$ 28.00	
Tax Per Non-Professional Employee	$ 5.00	$ 5.00	
Classification "E" - Residential Property - Renting & Leasing			
Tax for four (4) units	$ 25.00	$ 25.00	
Tax per unit for each additional unit	$ 3.00	$ 3.00	
Classification "F" - Commercial Property - Renting & Leasing			
Tax per unit for each additional unit	$ 10.00	$ 10.00	
Classification "G" - Agencies, Lenders, Brokerages, and other similar services			
Annual Tax Per Broker	$ 45.00	$ 45.00	
Annual Tax Per Agent	$ 25.00	$ 25.00	
Tax Per Employee of Broker or Agent	$ 3.00	$ 3.00	
Classification "I" Swap Meet			
Flat Tax Per Year	$ 400.00	$ 400.00	
Classification "J" - Race Track			
Flat Tax Per Year	$ 175.00	$ 175.00	
Flat Tax Per Year	$ 50.00	$ 50.00	
Classification "K" - Vehicles			
Tax Per Food Vehicle	$ 50.00	$ 50.00	
Tax Per Junk Vehicle	$ 50.00	$ 50.00	
Tax Per Retail, Wholesale, or Service Vehicle	$ 50.00	$ 50.00	
Tax Per Delivery Vehicle	$ 25.00	$ 25.00	
Tax Per Tow Truck	$ 50.00	$ 50.00	
Tax Per Taxi	$ 25.00	$ 25.00	
Classification "L" - Entertainment and Amusement			
Flat Tax Per Year	$ 25.00	$ 25.00	
Classification "M" - Advertising Medium			
Tax Per Advertising Bench	$ 10.00	$ 10.00	
Tax Per Billboard	$ 100.00	$ 100.00	
Searchlight Tax - per day	$ 10.00	$ 10.00	
Tax Per Commercial Sound-Truck	$ 175.00	$ 175.00	
Tax Per Non-Commercial Sound-Truck	$ 40.00	$ 40.00	
Classification "N" - News Racks			Applicable tax based upon gross receipts
Classification "O" - Amusement Devices and Video Machines			Applicable tax based upon gross receipts
Classification "P" - Vending Machines			Applicable tax based upon gross receipts
Classification "Q" Bowling Alley			
Flat Tax	$ 400.00	$ 400.00	
Tax Per Alley	$ 15.00	$ 15.00	
Classification "R" - Antique Mall			
Flat Tax Per Year	$ 400.00	$ 400.00	
Tax Per Employee	$ 3.00	$ 3.00	
Classification "S" - Launderette and Self-Service Dry			
Cleaners			Applicable tax based upon gross receipts
Classification "T" - Public Storage			
Tax for four (4) units or RV Storage space	$ 25.00	$ 25.00	
Tax per unit for each additional unit/space	$ 3.00	$ 3.00	
Classification "U" Mobile Recycling Units			
Tax for five (5) units	$ 25.00	$ 25.00	

EXHIBIT (B)

BUSINESS LICENSE			
Description	FY 2022 Fee	FY 2023 Fee	Comments
Tax per unit for each additional unit	$ 1.00	$ 1.00	
Miscellaneous Business License Fees			
New Business Report	$ 10.36	$ 10.36	per month
Partial Business Listing	$ 41.44	$ 41.44	
Full Business Listing	$ 77.70	$ 77.70	
Business Permits			See Exhibit C for fee detail
Business Permit Background			
Investigation	$ 88.06	$ 88.06	per investigation
Business Permit Identification Badge	$ 5.18	$ 5.18	per badge
Business Permit Modification			50% of original fee (maximum $56)
Business Registration Annual Renewal	$ 15.54	$ 15.54	per renewal
Change Of Business License	$ 15.54	$ 15.54	
Collection Agency Processing Fee For			
Delinquent Account	$ 15.54	$ 15.54	
Duplicate Business License/Sticker	$ 15.54	$ 15.54	per duplicate
Gross Receipt Tax			
$0.00 - $25,000	$ 25.00	$ 25.00	
$25,001 - $75,000	$ 75.00	$ 75.00	
$75,001 - $125,000	$ 125.00	$ 125.00	
$125,001 - $250,000	$ 175.00	$ 175.00	
$250,001 -	$ 250.00	$ 250.00	

BUSINESS PERMITS			
Description	FY 2022 Fee	FY 2023 Fee	Comments
Business Permit Fees For Specific Businesses			
**(excluding #24-Tobacco/Smoking Products Retailer)			
Background (BG) Investigation Fee $85.00	$ 88.06	$ 88.06	
Adult-Oriented Business			
a. Application for Adult-Oriented Business Regulatory Permit	$ 2,590.00	$ 2,590.00	+BG *
b. Application for Transfer of Adult--Oriented Business Regulatory Permit	$ 2,331.00	$ 2,331.00	+BG *
c. Application for Adult-Oriented Business Entertainer Permit	$ 58.02	$ 58.02	+BG *
d. Annual renewal for Adult-Oriented Business Entertainer Permit	$ 45.58	$ 45.58	+BG *
Ambulances And Ambulance Technicians			
a. Application for Ambulance Operator Permit	$ 129.50	$ 129.50	
b. Annual renewal of Ambulance - Operator Permit	$ 129.50	$ 129.50	
c. Ambulance Driver/Attend ant Permit	$ 25.90	$ 25.90	
d. Annual renewal for Ambulance Driver/Attendant Permit	$ 25.90	$ 25.90	
Billiards			
a. Application for Permit for Billiard Club of Public Billiard Room	$ 181.30	$ 181.30	
b. Annual renewal of permit	$ 155.40	$ 155.40	
Bingo			
a. Application for permit	$ 50.00	$ 50.00	
b. Annual renewal of permit	$ 50.00	$ 50.00	
Carnivals And Concessions			
a. Application for permit			
i. For the first day	$ 376.07	$ 376.07	
ii For each additional day	$ 97.38	$ 97.38	
Dance Halls And Dances			
a. Application for Permit to Operate a Public or Private Dance Hall	$ 207.20	$ 207.20	
b. Annual renewal of Permit to Operate a Public or Private Dance Hall	$ 181.30	$ 181.30	
c. Application for Permit by other than a Permit of a Public or Private Dance Hall to Conduct a Public, Private, Special, or Youth Dance	$ 103.60	$ 103.60	per day
Entertainment			
a. Application for permit	$ 284.90	$ 284.90	
b. Annual renewal of permit	$ 181.30	$ 181.30	
c. Application for one-day Entertainment Permit	$ 103.60	$ 103.60	
Fireworks Booth			
a. Application for permit	$ 227.92	$ 227.92	
b. Public Safety enforcement	$ 518.00	$ 518.00	
Game Arcades			
a. Application for permit	$ 181.30	$ 181.30	
b. Annual renewal of permit	$ 155.40	$ 155.40	
c. The Applicable tax per machine shall be based upon the gross receipts as set forth in subsection Y.22 herein			
Gun Dealers			
a. Application for permit	$ 284.90	$ 284.90	
b. Annual renewal of permit	$ 155.40	$ 155.40	
Health Clubs			
a. Application for permit	$ 376.07	$ 376.07	
b. Annual renewal of permit	$ 350.17	$ 350.17	
House And Street Numbering			
a. Application for permit	$ 51.80	$ 51.80	+BG *
b. Annual renewal of permit	$ 51.80	$ 51.80	+BG *
Hypnotist			
a. Application for permit	$ 284.90	$ 284.90	+BG *
b. Annual renewal of permit	$ 181.30	$ 181.30	+BG *
Locksmith			
a. Application for permit	$ 181.30	$ 181.30	
b. Annual renewal of permit	$ 155.40	$ 155.40	
Massage Establishments And Massage Technicians			
a. Application for Massage Establishment Permit	$ 2,590.00	$ 2,590.00	+BG *
b. Annual renewal of a Massage Establishment Permit	$ 2,331.00	$ 2,331.00	+BG *
c. Application for Massage Technician Permit	$ 58.02	$ 58.02	+BG *
d. Annual renewal of Massage Technician Permit	$ 45.58	$ 45.58	+BG *
e. If CAMTC Certificate - exempt from business permit but must obtain business license			
Motion Picture Theater			
a. Application for permit	$ 376.07	$ 376.07	
b. Annual renewal of permit	$ 376.07	$ 376.07	

BUSINESS PERMITS			
Description	FY 2022 Fee	FY 2023 Fee	Comments
Pawnbrokers			
a. Application for permit	$ 181.30	$ 181.30	+BG *
b. Annual renewal of permit	$ 181.30	$ 181.30	+BG *
Secondhand Dealers			
a. Application for permit	$ 181.30	$ 181.30	+BG *
b. Annual renewal of permit	$ 181.30	$ 181.30	+BG *
Peddlers Permit			
a. Peddlers Permit - New	$ 77.70	$ 77.70	+BG *
b. Peddlers Permit - Annual Renewal	$ 77.70	$ 77.70	+BG *
Solicitor's Permit			
a. Solicitor's Permit - New	$ 77.70	$ 77.70	+BG *
b. Solicitor's Permit - Annual Renewal	$ 77.70	$ 77.70	+BG *
Private Patrol Service			
a. Application for permit	$ 181.30	$ 181.30	
b. Annual renewal of permit	$ 155.40	$ 155.40	
Family Enteratinment Permit (per PMC)			
a. Application for permit	$ 181.30	$ 181.30	
b. Annual renewal of permit	$ 155.40	$ 155.40	
Taxicabs And Taxicab Drivers			
a. Application for permit	$ 492.10	$ 492.10	
b. Application for permit modification	$ 58.02	$ 58.02	
c. Annual renewal of permit	$ 414.40	$ 414.40	
d. Application for Taxicab Driver's Permit	$ 51.80	$ 51.80	+BG *
e. Annual renewal of Taxicab Driver's Permit	$ 51.80	$ 51.80	+BG *
f. Application for change in location or for additional taxicab stands	$ 51.80	$ 51.80	+BG *
g. Annual fee for each authorized taxicab stand	$ 51.80	$ 51.80	
Tow Trucks			
a. Application for permit	$ 51.80	$ 51.80	+BG investigation fee per driver
b. Annual renewal of permit	$ 51.80	$ 51.80	+BG investigation fee per driver
Tobacco/Smoking Products Retailer (Gis Fee Applies)			
a. Application for permit	$ 362.60	$ 362.60	+GIS Fee - 5% of total fee
b. Annual renewal of permit	$ 362.60	$ 362.60	+GIS Fee - 5% of total fee
Miscellaneous Business Permit Fees			
a. Issuance of duplicate permit	$ 15.54	$ 15.54	
b. Application for Manager's Permit	$ 36.26	$ 36.26	+BG *
c. Annual renewal of Manager's Permit	$ 36.26	$ 36.26	+BG *
d. Application for permit modification			50% of original application up to $56
e. Public notification	$ 200.00	$ 200.00	
f. Identification badge	$ 5.18	$ 5.18	
g. Business License Application Procedure Fee			
1. New application	$ 51.80	$ 51.80	
2. Annual Renewal	$ 15.54	$ 15.54	
Manager's Business Permit			
New Or Renewal	$ 36.26	$ 36.26	per application plus the background investigation fee
New Business Registration Processing	$ 51.80	$ 51.80	per application
Public Notification	$ 200.00	$ 200.00	per publication
Temporary License	$ 15.54	$ 15.54	

*BG = Background Investigation Fee

CITY ATTORNEY			
Description	**FY 2022 Fee**	**FY 2023 Fee**	**Comments**
City Attorney'S Office			
City Attorney	$ 362.60	$ 362.60	Per hour
Assistant City Attorney	$ 310.80	$ 310.80	Per hour
Deputy City Attorney	$ 233.10	$ 233.10	Per hour
Legal Assistant/Paralegal Or Law Clerk	$ 103.60	$ 103.60	Per hour
Administrative Assistant Or Office Assistant	$ 77.70	$ 77.70	Per hour
Matters referred to outside counsel or contract counsel for handling will be charged at the rate(s) then in effect.			
Facilities Use And Special Event Liability Insurance Coverage			
The City requires all facility users, vendors, entertainers, and performers to meet the City's minimum insurance requirements. If they cannot obtain their own insurance, they may qualify to purchase insurance by applying on-line at www.2sparta.com. Insurance premiums for individual certificate holders will be determined by the exposure and number of attendees at the event.			
Special Agreements			
1. Affordable Housing Agreement	$ 3,708.88	$ 3,708.88	plus City Attorney's actual hourly costs (see above)
2. Industrial Development Bonds Agreement	$ 3,708.88	$ 3,708.88	plus City Attorney's actual hourly costs (see above)
Special Event Liability Insurance Certificates			
Low Hazard	$ 25.90	$ 25.90	
Medium, Moderate, High Hazards	$ 51.80	$ 51.80	

CITY CLERK			
Description	**FY 2022 Fee**	**FY 2023 Fee**	**Comments**
Agendas	$ -	$ -	No Charge
Computer Generated Data	$ 5.18	$ 5.18	Per Cd Plus $35.00/Hr (Charged to the Nearest Quarter Hour)
Document Reproduction			
Other Documents Prepared By Or For City			Cost of Reproduction
Photocopies	$ 0.26	$ 0.26	Per Copy
Filing of Notice of Intent to Circulate Initiative Petition	$ 207.20	$ 207.20	Per Initiative Petion*
**To Be Refunded If Sufficiency of Petition Is Certified Within One Year of Filing*			
Minutes of Any Specific Agency	$ 51.80	$ 51.80	Annually
Municipal Code Book Document Fee	$ 129.50	$ 129.50	
Postage			Cost of Postage
Recorded Media of Public Meetings	$ 1.04	$ 1.04	per tape or CD
Statements of Economic Interests and Campaign Statements	$ 0.10	$ 0.10	Per Page*
**A retrieval fee of up to $5.00 Per request for copies of statements which are five or more years old.*			
Surveillance Camera Video Footage			
Media Data Storage			At Cost
Staff Time	$ 92.62	$ 92.62	per 15 minutes of video

EXHIBIT (F)

CODE ENFORCEMENT			
Description	FY 2022 Fee	FY 2023 Fee	Comments
Abatement of Wrecked, Inoperative, Dismantled or Abandoned Vehicles	$ 1,735.00	$ 1,735.00	per vehicle
Basketball Hoop Removal	$ 125.00	$ 125.00	per removal
Code Enforcement Inspections			
Inspection Of Premises To Verify Code Compliance	$ 100.00	$ 100.00	per inspection
Inspection Of Declared Substandard Properties	$ 100.00	$ 100.00	per inspection
Weekend Or After Hours Inspection	$ 100.00	$ 100.00	per inspection
Code Enforcement Warrant Filing	$ 680.00	$ 680.00	per warrant
Emergency Pool Abatement	$ 1,000.00	$ 1,000.00	per abatement
Food Cart Abatement Or Conveyance	$ 207.20	$ 207.20	
Illegal Sign Removal			
Cardboard Sign	$ 10.00	$ 10.00	per sign
Installed Sign Structure	$ 10.00	$ 10.00	per sign
Storage	$ 5.00	$ 5.00	per day storage
Temporary Commercial Sign	$ 10.00	$ 10.00	per sign
Wood Commercial Sign	$ 10.00	$ 10.00	per sign
Investigation Photographs	$ 2.07	$ 2.07	per photo
Property Owner Computer Research	$ 35.00	$ 35.00	per property
Substandard Property Declaration	$ 405.00	$ 405.00	per declaration
Substandard Property Termination	$ 405.00	$ 405.00	per termination
Special Assessment Lien	$ 405.00	$ 405.00	per declaration
Special Assessment Lien Termination	$ 405.00	$ 405.00	per termination
Summary Abatement	$ 860.00	$ 860.00	per abatement
Vacant And Abandoned Properties			
Registration Fee	$ 330.00	$ 330.00	per house, per year

EXHIBIT (G)

ECONOMIC DEVELOPMENT			
Description	**FY 2022 Fee**	**FY 2023 Fee**	**Comments**
Filming Fees			
Deposit	Up to $500	Up to $500	Dependent upon type and length of project
Filming Permit Processing Fee	$ 155.40	$ 155.40	plus staff hourly costs outside of normal business hours
Rental Rate	$ 31.08	$ 31.08	Per Hr. *For a facility not specifically listed in the Fee Schedule
Staff			Actual hourly costs

ENGINEERING			
DESCRIPTION	FY 2022 Fee	FY 2023 Fee	COMMENTS
Annual Utility Permit	$ 350.00	$ 350.00	
As-Built Plan Review	$ 300.00	$ 450.00	per plan
Assessment District Formation			
Landscape District	$1,595 + Outside Costs	$1,595 + Outside Costs	
Streetlight District	$1,595 + Outside Costs	$1,595 + Outside Costs	
Block Party Encroachment Permit	$200 + Permit Fee	$ 720.00	processing fee
Bond Processing	$ 960.00	$ 1,960.00	per application
Borrow Site Plan Review/Inspection	$ 700.00	$ 940.00	
Certificate Of Compliance	$ 400.00	$ 1,440.00	per application
Certificate Of Correction	$ 500.00	$ 650.00	per application
Condemnation	$ 3,000.00	Charge Hourly Rates	per application + legal and consulting costs
Community Facilities District Annexation	-	Charge Hourly Rates	
CLOMR/LOMR Review	$ 950.00	Charge Hourly Rates	
Flood Hazard Certification Review	$ 265.00	$ 1,020.00	
Curb & Gutter Encroachment Permit			Encroachment Permit Fee +Fees Listed
0-50LF	$ 250.00	$ 250.00	
each Additional 50 LF	$ 20.00	$ 20.00	
Curb Core Encroachment Permit	$ 205.00	$ 205.00	
Deferred Improvement Agreement	$ 225.00	$ 225.00	
Drainage Facilities Reimbursement			
Agreement	$ 850.00	$ 850.00	
Driveway Approach Encroachment Permit			Encroachment Permit Fee +Fees Listed
Residential	$ 300.00	$ 510.00	
Commercial	$ 450.00	$ 660.00	
Encroachment Permit Extension	$85 per application	$85 per application	
Engineering Services, Other	$ 110.00	$ 110.00	
Erosion Control Annual Review	$ 250.00	$ 345.00	per year
Erosion Control Inspection			$110 + Fee Listed
0-1,000 CY	$ 230.00	$ 230.00	
1,001-10,000 CY	$ 230.00	$ 230.00	+$25 per 1,000 CY over 1,000 CY
10,001-50,000 CY	$ 455.00	$ 455.00	+$17 per 1,000 CY over 10,000 CY
50,001-100,000 CY	$ 1,135.00	$ 1,135.00	+$25 per 1,000 CY over 50,000 CY
Over 100,001 CY	$ 2,385.00	$ 2,385.00	+$25 per 1,000 CY over 100,000 CY
Erosion Control Plan Review	7.5% of Grading Plan Check		$140 + Fee Listed
0-1,000 CY	$ 210.00	$ 210.00	
1,001-10,000 CY	$ 210.00	$ 210.00	+$19 per 1,000 CY over 1,000 CY
10,001-50,000 CY	$ 381.00	$ 381.00	+$18 per 1,000 CY over 10,000 CY
50,001-100,000 CY	$ 1,101.00	$ 1,101.00	+$14 per 1,000 CY over 50,000 CY
Over 100,001 CY	$ 1,801.00	$ 1,801.00	+$14 per 1,000 CY over 100,000 CY
Final Parcel Map Checking	$5,000 + $50 per Lot	$ 8,215.00	+ $50 per lot
Final Tract Map Checking	$5,000 + $50 per Lot		
5-25 Lots		$ 8,215.00	per map + $156 per lot
26-50 Lots		$ 12,115.00	per map + $127 per lot over 25 lots
51-100 Lots		$ 15,290.00	per map + $106 per lot over 50 lots
> 100 Lots, each additional		$ 5,690.00	
Final Map Amendment	$ 1,000.00	$ 1,000.00	
Landscape Plan Check Review			25% of original plan review fee ($15 minimum per review)
$1-$25,000	$140 + 4% CV	$140 + 4% CV	
$25,000-$50,000	$1,390 + 4% CV	$1,390 + 4% CV	
$50,000-$150,000	$2,990 + 3% CV	$2,990 + 3% CV	
$150,001+	$5,990 + 3% CV	$5,990 + 3% CV	
Landscape Inspection Fees			
$1-$25,000	$110 + 4.5% CV	$110 + 4.5% CV	
$25,000-$50,000	$1,485 + 4% CV	$1,485 + 4% CV	
$50,000-$150,000	$3,860 + 3.5% CV	$3,860 + 3.5% CV	
$150,001+	$6,860 + 3% CV	$6,860 + 3% CV	
Front Yard Landscape Plan Check/Inspection	$640 per application + $155 per lot	$640 per application + $155 per lot	

ENGINEERING			
DESCRIPTION	FY 2022 Fee	FY 2023 Fee	COMMENTS
Geotechnical Study Review			
Complex Study	Charge Hourly Basis	Charge Hourly Basis	Actual Costs
Single Family Residential:			
1-4 Lots	$ 280.00	$ 280.00	
5 + Lots	$555 + $35 per Lot	$555 + $35 per Lot	
Commercial:			
Less Than 1 Acre			
0-5 Acres	$ 1,115.00	$ 1,115.00	
5-20 Acres	$ 2,505.00	$ 2,505.00	acres
>20 Acres	Charge Hourly Basis	Charge Hourly Basis	
Grading Permit	$ 110.00	$ 110.00	
Grading Plan Check Fee			$300 + Fees Listed
0-50 CY	$ 555.00	$ 555.00	
51-1,000 CY	$ 555.00	$ 555.00	+ $103 per 100 CY over 50 CY
1,001-10,000 CY	$ 1,534.00	$ 1,534.00	+ $177 per 1,000 CY over 1,000 CY
10,001-50,000 CY	$ 3,127.00	$ 3,127.00	+ $113 per 1,000 CY over 10,000 CY
50,001-100,000 CY	$ 7,647.00	$ 7,647.00	+ $70 per 1,000 CY over 50,000 CY
Over 100,001 CY	$ 11,147.00	$ 11,147.00	+ $70 per 10,000 CY over 100,000 CY
Grading Inspection Fee			Grading Permit Fee + Fees Listed
0-50 CY	$ 455.00	$ 455.00	
51-1,000 CY	$ 455.00	$ 455.00	+ $120 per 100 CY over 50 CY
1,001-10,000 CY	$ 1,595.00	$ 1,595.00	+ $153 per 1,000 CY over 1,000 CY
10,001-50,000 CY	$ 2,972.00	$ 2,972.00	+ $94 per 1,000 CY over 10,000 CY
50,001-100,000 CY	$ 6,732.00	$ 6,732.00	+ $57 per 1,000 CY over 50,000 CY
Over 100,001 CY	$ 9,582.00	$ 9,582.00	+ $57 per 10,000 CY over 100,000 CY
Grant Of Easement Document Review	$ 500.00	$ 1,000.00	per application
Haul Route Review	$75 + Permit Fee	$320 per application Inspection - $85 per day	
Hydrology/Hydraulic Study Review			
<3 hours	$ 415.00	$ 415.00	per study
>3 hours charged	Hourly Rates	Hourly Rates	Hourly Rates
Improvement Agreement Extension	$ 450.00	$ 895.00	per application
Public Improvement Inspection Fees			Encroachment Permit Fee + Fees Listed
$1-$25,000	$110 + 4.5% CV	$110 + 4.5% CV	
$25,000-$50,000	$1,485 + 4.5% CV	$1,485 + 4.5% CV	
$50,000-$150,000	$3,860 + 3.5% CV	$3,860 + 3.5% CV	
$150,001+	$6,860 + 3% CV	$6,860 + 3% CV	
Lien Agreement	-	Charge Hourly Rates	
Lot Line Adjustment	$1,500 + $30 per lot	$ 3,035.00	
Lot Merger	$1,500 + $30 per lot	$ 2,620.00	
Plan Revision			
Minor	$ 215.00	$ 415.00	
Major	$ 650.00	$ 1,115.00	
Mapping Fee	$5.00 + $35 per parcel	$5.00 + $35 per parcel	
Maxicom CCU Review	$345 + $395 per channel	$345 + $395 per channel	per channel
Monitoring Well Encroachment Permit	$ 500.00	$ 685.00	Encroachment Permit Fee + Fees Listed
Monumentation Inspection	-	$240 + $75 per monument	
Native Desert Vegetation In-Lieu	$ 300.00	$ 300.00	per Joshua Tree removal
Native Desert Vegetation Report Review	-	$ 695.00	per report
Native Desert Vegetation Permit	$ 150.00	$ 150.00	per permit
News rack Encroachment Permit			
Annual Renewal	$165 + $70 per device	$165 + $70 per device	per device
New	$355 + $70 per device	$355 + $70 per device	
Removal And Impound	$ 470.00	$ 470.00	for each device

ENGINEERING			
DESCRIPTION	FY 2022 Fee	FY 2023 Fee	COMMENTS
Parade Permit Processing Fee	$40 + Permit Fees	Residential - $510 Collector/Arterial Street - $1,850	Encroachment Permit Fee + Fees Listed
Parkway Drain Encroachment Permit	$ 350.00	$ 650.00	Encroachment Permit Fee + Fees Listed
Public Improvement Plan Check Fees			
$1-$25,000	$140 + 4% CV	$140 + 4% CV	
$25,000-$50,000	$1,390 + 4% CV	$1,390 + 4% CV	
$50,000-$150,000	$2,990 + 3% CV	$2,990 + 3% CV	
$150,001+	$5,990 + 3% CV	$5,990 + 3% CV	
Expedited Plan Check Fee	135% x Standard Fee	135% x Standard Fee	
Plan Imaging	$5 per sheet	$5 per sheet	
Redundant/Overtime Inspection			
Overtime Inspection	Redundant Inspection - Charge Hourly Rate	Redundant Inspection - Charge Hourly Rate	with a 2 hour minimum on weekdays and 4 hours minimum on weekends/nights/holidays
Redundant Inspection	Overtime Inspection - Charge Hourly Rate	Overtime Inspection - Charge Hourly Rate	per hour
Reimbursement Agreement	$ 850.00	Charge Hourly Rates	
Right-Of-Way Vacation	$ 2,000.00	$600 + Charge Hourly Basis	per application
Resident Change of Address	-	$ 265.00	
Street Name Change	$ 720.00	Charge Hourly Rates	
Seismic/Fault Rupture Study Review	Actual Cost of outside Consulting	$1,390 per application + outside costs	
Scaffold/Ped Canopy Encroach Permit	$75 + Permit Fee	$ 355.00	Encroachment Permit Fee + Fees Listed
Sewer Area Study Review	$ 450.00	$ 555.00	
Sewer Lateral Saddle Connection Inspection	$ 600.00	$ 1,025.00	Encroachment Permit Fee + Fees Listed
Sidewalk Encroachment Permit			Encroachment Permit Fee + Fees Listed
0-50 LF	$ 200.00	$ 200.00	
>50 LF, each additional	$ 30.00	$ 30.00	
Signing & Striping Traffic Plan Review			per plan
2 sheets (min)	$ 800.00	$ 1,185.00	
>2 sheets	$ 125.00	$ 125.00	
Street Striping Traffic Inspection			
Minor	$ 570.00	$ 570.00	
Major	$ 1,065.00	$ 1,065.00	
Stormwater Plan Review/Inspection			
Plan Review	5% of grading plans review fee	5% of grading plans review fee	
Inspection	10% of grading Inspection fee	10% of grading Inspection fee	
Street Lighting Inspection			Encroachment Permit Fee + Fees Listed
1-12 Lights	$ -	$ 930.00	
13-25 Lights	$ -	$ 1,585.00	
26-50 Lights	$ -	$ 2,570.00	
51-100 Lights	$ -	$ 3,720.00	
100+ Lights	$ -	$ 6,020.00	
Street Lighting Plan Review			
1-12 Lights	$ -	$ 810.00	
13-25 Lights	$ -	$ 1,255.00	
26-50 Lights	$ -	$ 2,065.00	
51-100 Lights	$ -	$ 3,240.00	
100+ Lights	$ -	$ 4,720.00	
Street Patch Encroachment Permit			Encroachment Permit Fee + Fees Listed
0-100 SF	$ 300.00	$ 300.00	
101-200 SF, additional	$ 200.00	$ 200.00	
>200 SF	hourly rate	hourly rate	

ENGINEERING			
DESCRIPTION	FY 2022 Fee	FY 2023 Fee	COMMENTS
Street Trench Encroachment Permit			Encroachment Permit Fee + Fees Listed
0-50 LF	$ 300.00	$ 300.00	
51-100 LF, additional	$ 75.00	$ 75.00	
101-200 LF, additional	$ 50.00	$ 50.00	
201-300 LF , additional	$ 50.00	$ 50.00	
Over 300+ LF - Charge Hourly Rates	hourly rate	hourly rate	
Subdivision Improvement Agreement			
Extension	$ 450.00	$ 450.00	
Supplemental Plan Review	25% Original Review Fee		
Per Study Plan		$ 415.00	
> 3 hrs		hourly rates	
Temporary Encroachment Permit	$ 210.00	$ 210.00	
Traffic Control Plan Review			
2 sheets (min)	$ 700.00	$ 1,185.00	per plan
>2 sheets, each additional	$ 125.00	$ 125.00	per plan
Traffic Control Inspection (Non-Eng)			
Commercial & Utility permits only	$ 55.00	$ 55.00	per day
Traffic Control Inspection (Eng)	$95 per day	$95 per day	
Traffic Control Signal Flash			
Minor	$ 280.00	$ 280.00	
Major	hourly rate	hourly rate	
Traffic Study LOS Review 4 or less intersections	$ 2,500.00	$ 3,450.00	
Traffic Study LOS Review 5 or more intersections	$ 4,800.00	$ 6,450.00	
Traffic Study VMT and LOS Review 4 or less intersections	$ 4,500.00	$ 5,950.00	
Traffic Study VMT and LOS Review 5 or more intersections	$ 6,800.00	$ 8,450.00	
Traffic Signal Plan Review	$ 1,500.00	$ 2,290.00	
Traffic Signal Modification Plan Review	$ 1,500.00	$ 2,290.00	
Traffic Signal Inspection	Charge Hourly Basis	Charge Hourly Basis	
Tree Tagging Fee	$ 300.00	$ -	Minimum of one person for 4 hours or
Half-day	$ 600.00	$ 955.00	Minimum of one person for > 4 hours up to a whole day
Full-day	$ 1,200.00	$ 1,545.00	Minimum of two people for one whole day
Wireless Small Cell Ministerial Review	$ 960.00	$ 1,533.00	per application. Verified by Detailed level of effort study
Industrial Wase Annual Inspection	$365 per inspection	$430 per inspection	
Industrial Waste Reinspection	$150 per inspection	$190 per inspection	
Industrial Waste Reinstatement	$ 143.00	$ 165.00	per reinstatement plus Code
New Industrial Waste Inspection	$145 per permit	$290 per permit	

FINANCE			
Description	FY 2022 Fee	FY 2023 Fee	Comments
Application For Assessment	$ 466.20	$ 466.20	plus $30.00 per divided parcel
Assessment District Formation Fees	Variable	Variable	
Assessment District Payoff	$ 207.20	$ 207.20	*per payoff
**For Assessment Districts Formed After January 1, 1987*			
Credit Card Convenience Fee	2.50%	2.50%	Per Government Code Section 6159 (h).
NSF Check Processing			
First Returned Check	$ 25.90	$ 25.90	
Each Subsequent Returned Check	$ 36.26	$ 36.26	
Tender Of Bonds Fees			
Tender Of Bonds In Payment Of Assessments	$ 518.00	$ 518.00	*plus minimum $550.00; total minimum $1,050.00
Tender Of Bonds In Payment Of Assessments			
Following a Foreclosure Sale	$ 518.00	$ 518.00	*plus minimum $550.00; total minimum $1,050.00
**Per revised tender policies approved by Council on July 10, 2002, $500 City fee per tender per assessment district, plus NBS fee per tender, per assessment district of 1% of bond tender amount, plus $500 for tenders of $20,000 or less, plus $1,000 for tenders of $25,000 or more, plus $100 per parcel after 3 parcels*			

GIS			
Description	**FY 2022 Fee**	**FY 2023 Fee**	**Comments**
GIS Processing Fees will be applied to items within the following sections and ordinance to develop, monitor, and manage the City's			
GIS system:			
Building & Safety			
All permitting, plan checking, inspection, and processing fees adopted by City Ordinance or this section	$ -	5% of total fee	
Business Permits			
a. Application for permit	$ -	5% of total fee	
b. Annual renewal of permit	$ -	5% of total fee	
Engineering			
All engineering fees and traffic plan reviews adopted by City ordinance or this se	$ -	5% of total fee	
Planning			
Annexation, Conditional Use Permit (CUP), Development Agreement, Environmental Impact Report (EIR), General Plan Amendment, Major Modifications, Planned Development, Reclamation Plan, Site Plan Review, Specific Plan, Subdivision Development Plan Review, Tentative Parcel Map, Tentative Tract Map, Zone Change and Zoning Ordinance amendment.	$ -	5% of total fee	
Custom GIS Data Sets	$ 22.02	$ 22.02	per 1/4 hour
GIS Data Creation	$ 22.02	$ 22.02	per 1/4 hour
GIS Printout			
8 1/2 X 11	$ 0.26	$ 0.26	each
11 X 17	$ 0.36	$ 0.36	each
24 X 36	$ 5.70	$ 5.70	Coated paper
	$ 5.70	$ 5.70	Glossy paper
36 X 48	$ 14.50	$ 14.50	Coated paper
	$ 9.84	$ 9.84	Glossy paper
36 X 68	$ 21.76	$ 21.76	Coated paper
	$ 12.95	$ 12.95	Glossy paper
Custom Large Format Size (36" Max Height)	$ 27.97	$ 27.97	Sq. Ft. Coated plus paper
	$ 1.04	$ 1.04	per map
	$ 1.55	$ 1.55	Sq. Ft. Glossy plus paper
	$ 2.59	$ 2.59	per map
	$ 5.96	$ 5.96	
Media And Mailing			
Blank Cd-R	$ 0.52	$ 0.52	
Jewel Case	$ 0.52	$ 0.52	
Media Envelope	$ 1.74	$ 1.74	
Postage	-	-	current postage rate

NEIGHBORHOOD SERVICES			
Description	FY 2022 Fee	FY 2023 Fee	Comments
Administrative Penalties			
Administrative Citations: Dust Control Requirements, Unpermitted use of Safe and Safe Fireworks, Construction Noise at Prohibited Times, Failure to register or maintain abandoned properties, Loud Parties			
Municipal Code Standard Fine			
Except as otherwise specifically set forth, the Administrative Citation Fine amount imposed pursuant to Chapter 1.12 of the Municipal Code for a violation of the Palmdale Municipal Code by a person shall be:			
First	$ 100.00	$ 100.00	plus $25 late fee if applicable
Second	$ 200.00	$ 200.00	plus $50 late fee if applicable
Third	$ 500.00	$ 500.00	plus $125 late fee if applicable
For violations of the following codes:			
a. 8.04.265-703.9 of Section Dust Control requirements;			
b. 8.04.430 A and B "Safe & Sane" Fireworks on dates and times other than permitted;			
c. 8.28.030 Construction Noise at Prohibited Times;			
d. Chapter 8.38 Failure to register or maintain abandoned properties;			
e. 9.18.030 Loud Parties			
First	$ 500.00	$ 500.00	plus $125 late fee if applicable
Second	$ 1,000.00	$ 1,000.00	plus $250 late fee if applicable
Third	$ 2,500.00	$ 2,500.00	plus $625 late fee if applicable
Administrative Citations: Illegal Fireworks, Illegal Dumping, Graffiti			
For violations of the following codes:			
a. 8.04.430 C, 8.04.440, and 8.04.450 Illegal Fireworks			
b. 8.36.080 Illegal Dumping;			
c. 9.30.050 Graffiti			
First	$ 2,500.00	$ 2,500.00	plus $625 late fee if applicable
Second	$ 5,000.00	$ 5,000.00	plus $1,250 late fee if applicable
Third	$ 10,000.00	$ 10,000.00	plus $2,500 late fee if applicable
Repeat Violations:			
The administrative citations fine amount of a second and third violation of the same Code provision by the same responsible party within one (1) year or three (3) years, as it applies to the violation, from the date of administrative citation shall equal a higher fine amount than is listed in this Resolution for a first violation of that Municipal Code section at the time of the second or third violation.			
Late Payment Charges:			
Payment of the administrative citation fine amount after twenty (20) days from the date of the administrative citation shall be subject to an additional late payment charge. The late payment charge shall equal twenty-five percent (25%) of the administrative citation fine amount due to the City. Late payment charges shall be in addition to the amount of the administrative citation amount.			
Collections Charge:			
In the event the City incurs costs to collect unpaid monies due to , inclusive of late payment charges, the collections charge shall equal thirty-five percent (35%) of the total amount due. The collections charge shall be in addition to the amount of administrative citations fine amount and the late payment charges.			
Animal Care And Control			
Cat License Fees:			
Unaltered	$ 10.00	$ 10.00	
Unaltered Late Fee	$ 10.00	$ 10.00	
Spayed or Neutered	$ 5.00	$ 5.00	
Spayed or Neutered Late Fee	$ 5.00	$ 5.00	
Delinquency Charge			equal to amount of licensing
Dog License Fees: Unaltered			
Unaltered	$ 60.00	$ 60.00	
Unaltered Late Fee	$ 60.00	$ 60.00	
Spayed or Neutered	$ 20.00	$ 20.00	
Spayed or Neutered Late Fee	$ 20.00	$ 20.00	
Field Enforcement	$ 40.00	$ 40.00	
Senior Citizen Owner	$ 7.50	$ 7.50	
Senior Citizen Owner Late Fee	$ 7.50	$ 7.50	
Graffiti Abatement/Restitution Fee (per incident) Welfare & Institutions Code Section 742.14(c)	$ -	$ -	Actual Cost of Graffiti Abatement Required
LASD Graffiti Investigator Fee (per incident) Welfare & Institutions Code Section 742.14(b)	$ -	$ -	Actual cost of Graffiti removal and time spent
Parking Penalty Schedule	-	-	See Schedule A
Parking Violation Notice Copy	$ 2.07	$ 2.07	
Vehicle Tow Release Administrative Fee	$ 96.35	$ 93.00	
Rent Control			
Mobile home Space Rent Control Registration Fee	$ 5.00	$ 5.00	Annual per space under Rent Control
Mobile Home Rent Increase Applications And Appeals Filing Fee			
Fee For Appeal to Hearing officer	$ 3,108.00	$ 3,108.00	Initial Deposit*

NEIGHBORHOOD SERVICES			
Description	**FY 2022 Fee**	**FY 2023 Fee**	**Comments**
**Initial Deposit Must Be Concurrently Paid By the Appellant With the Filing of the appeal and unused portion will be refunded following the Hearing Officer's final decision on the appeal. The appellant(s) shall be required to submit additional deposit(s) to the City based on estimates provided by the Hearing Officer and City Staff within five days of notification by the Department of Neighborhood Services of any additional estimated costs. If the Park Owner and Park Resident(s) both file an appeal of the board's decision (regardless of whom files the appeal first), the required deposit(s) shall be split equally between the appealing parties. The Hearing Officer may include an award of costs and expenses to the successful party on the appeal in accordance with PMC 5.44.100(D)*			
Filing Fee For Application For Special	$ 3,108.00	$ 3,108.00	Initial Deposit*
Rent Increase			
**Initial deposit must be paid by the Park Owner concurrently with the filing of the special rent increase application. Any unused portion will be refunded following the board's final decision. The Applicant shall also be required to submit additional deposit(s) (determined based on staff estimates) prior to commencement of the Board's Hearing on the application.*			

PARK & RECREATION			
Description	**FY 2022 Fee**	**FY 2023 Fee**	**Comments**
Definitions:			
1. Agencies with proof of Internal Revenue Code IRC 501 (c) (3) (4) (5) and (6) are considered non-profits.			
2. Commercial use is defined as an event held for the purpose of generating monetary gain for the event sponsor(s).			
3. Direct program costs are exclusively incurred as a result of the program and are frequently variable, adjusting as program participation varies. Direct cost examples include part-time personnel, supplies, contract services and equipment. DryTown direct costs include the preceding expenses in addition to: full-time salaries, park utilities and equipment.			
4. Indirect program costs that are shared among several programs and are necessary to execute general day-to-day operations. Indirect cost examples include personnel overhead, utilities and custodial expenses. Indirect costs are not considered as fees and charges are determined.			
Policies			
1. Non-profit with verifiable status of IRC 501 (c) (3) (4) (5) or (6) are eligible for a 25% facility reservation rate reduction. Unless otherwise specified, facility reservation fees that are eligible for a rate reduction are noted by an *. Rate reductions do not apply to personnel fees, facility deposits or equipment rental. Similarly, program fees for non-residents will increase 25% and DryTown admission fees for non-residents will increase 15%. Services subject to non-resident increase are noted by an **.			
2. Unless otherwise specified, the rate for use of facilities for commercial purposes shall be charged at 200% of the hourly reservation fee, in addition to 5% gross admission ticket sales and gross alcohol sales. These fees may be reduced or waived if the applicant can demonstrate that residents of the City of Palmdale benefit from the use of facilities or the services being provided.			
3. Unless otherwise specified, set-up and clean-up charges are comprised of applicable facility hourly reservation rates.			
4. Park parking lots are generally not available for exclusive use reservations. If exclusivity can be accommodated and if parking fees are charged by the renter, 25% of parking fees collected are to be paid to the City.			
5. Parks & Recreation program and service fees are established by following specified cost recovery policies. Fees and charges are determined by identifying direct costs if providing services and apply the cost recovery goals stated below. Direct program costs are referenced in the definitions section. It is widely accepted that park and recreation systems are publicly financed, and therefore offer free or affordable services. The level of program subsidy will be based on an assessment of the community or social benefit, local market and economic conditions. As services have a greater appeal to individuals or groups of individuals, it is appropriate to charge fees for the services at an increasing rate of cost recovery. Cost recovery target categories include: Community Benefit/Access, free; Community Benefit, 0-25%; Balanced Beneficiaries, 25-50%; Substantial Individual Benefit, 50-75%; Exclusive Individual Benefit, 75-100%. Cost recovery categories are further defined in Exhibit L-1.			
General Fees			
1. Unless otherwise specified, a special event application processing fee of $250 may be charged for staff services required to process the application, which may include coordination with other City departments, or State and County government agencies. The fee is non-refundable and does not guarantee approval of the application.			
2. Unless otherwise specified, fees for personnel shall be calculated at hourly rate for staff wages, plus 45% for full-time benefits or 15% for part-time benefits and a 25% administrative fee. Unless the use warrants otherwise, staff will be scheduled to be on-site one-half hour before and after use.			
Barrel Springs Equestrian Arena			
Administrative Fee	$ 25.90	$ 26.00	
Arena Use Fee			
Profit events, full day	$ 129.50	$ 129.50	per day
Profit events, half day (6-hours or less)	$ 72.52	$ 72.75	
Overnight Camping	$ 10.36	$ 10.50	per vehicle
Security Deposit	$ -	$ -	
Commercial/For-profit event	$ 259.00	$ 259.00	
* Basketball Court			
Basketball Court	$ 19.68	$ 19.75	Per hour
Basketball Court with Lighting	$ 24.86	$ 25.00	Per hour
* Chimbole Cultural Center			
During posted facility operating hours, room rental rates are waived for IRC 501 (C) (3) (4) (5) and (6) non-profits.			
Ballroom - rehearsals, setup and cleanup	$ 73.56	$ 73.75	Per hour
Ballroom - with kitchen and stage	$ 203.06	$ 203.25	Per hour
Ballroom - with kitchen or stage	$ 193.73	$ 193.75	Per hour
Champagne Fountain	$ 36.26	$ 36.50	per day
Coffee Pot (30-cup)	$ 12.43	$ 12.50	per day per pot
Coffee Pot (100-cup)	$ 20.72	$ 20.75	per day per pot
Concert Grand Piano	$ 155.40	$ 155.50	per hour
Dance Floor	$ 195.80	$ 196.00	per day
Microphones	$ 33.15	$ 33.25	per day
Piano Tuning	$ 22.79	$ 23.00	plus cost of tuning
Projections System	$ 310.80	$ 311.00	per day
Security Deposit			
Birthday celebrations for minors	$ 750.06	$ 750.25	
Downstairs parties	$ 144.00	$ 144.00	
No alcohol	$ 415.44	$ 415.50	
Serving alcohol	$ 750.06	$ 750.25	
Sound System	$ 110.85	$ 111.00	per day
Spotlight	$ 41.44	$ 41.50	per day
Table service			
50-100 guests	$ 207.20	$ 207.25	plus $21 per hour for staffing
101-200 guests	$ 259.00	$ 259.00	plus $21 per hour for staffing

PARK & RECREATION			
Description	FY 2022 Fee	FY 2023 Fee	Comments
201-300 guests	$ 310.80	$ 311.00	plus $21 per hour for staffing
Television with VCR/DVD	$ 51.80	$ 52.00	per day
Joshua Room	$ 48.69	$ 48.75	Per hour
Lilac Room	$ 48.69	$ 48.75	Per hour
Manzanita Room	$ 183.37	$ 183.50	Per hour
Primrose Room	$ 48.69	$ 48.75	Per hour
Poncitlan Conference Room	$ 48.69	$ 48.75	Per hour
* Desert Sands Park			
Community Building	$ 39.37	$ 39.50	Per hour
Concession stand	$ 10.36	$ 10.50	per hour
Electricity Outside	$ 13.47	$ 13.50	per hour
Pavilion - 50 guests or less	$ 39.37	$ 39.50	per hour
Pavilion - 51+ guests	$ 51.80	$ 52.00	per hour
Security Deposit	$ 144.00	$ 144.00	
Drytown Water Park			
Park Buyout - In Season			
500 guests or less	$ 5,698.00	$ 5,698.00	
501-1,500 guests	$ 5,698.00	$ 5,698.00	plus $4.00 per person
Park Buyout - Out of Season			
500 guests or less	$ 233.10	$ 233.25	per hour plus expenses
501-750 guests	$ 284.90	$ 285.00	per hour plus expenses
751-1,000 guests	$ 362.60	$ 362.75	per hour plus expenses
Pavilion	$ 77.70	$ 77.75	7 hours daily
Pavilion area-3 pavilions	$ 222.74	$ 222.75	7 hours daily
Security Deposit	$ 1,036.00	$ 1,036.00	
Luma Tube Rental	$ -	$ 10.00	7 hours daily
Lounge Cabana Rental	$ -	$ 40.00	7 hours daily
Cabana Rental	$ 82.88	$ 80.00	7 hours daily
Cabana Package (admission for 6, cabana and water)	$199.00	$199.00	75-100%
Lounge Cabana Package (admission for 6, cabana & water)	$99.00	$99.00	75-100%
Locker	$8.00-$15.00	$8.00-$15.00	75-100%
* Legacy Commons			
Facility provides services to seniors who are 55 years of age and older; during facility operating hours reserved use is not permitted.			
Activity Room 1, 2, or 3	$ 39.37	$ 39.50	per hour
Auditorium	$ 92.20	$ 92.25	per hour
Auditorium & Nutrition Hall with Kitchen and stage	$ 193.73	$ 193.75	per hour
Coffee Pot (42-cup)	$ 12.43	$ 12.50	per day
Coffee Pot (100-cup)	$ 20.72	$ 20.75	per day
Nutrition Hall	$ 92.20	$ 92.25	per hour
Overhead projector with screen	$ 43.51	$ 43.75	per day
Patio	$ 39.37	$ 39.50	per hour
Security Deposit			
Activity Room or patio use	$ 144.00	$ 144.00	per hour
Auditorium & Nutrition Hall - no alcohol	$ 415.44	$ 415.50	
Birthday celebrations for minors	$ 750.06	$ 750.25	
Serving alcohol	$ 750.06	$ 750.25	
Setup/teardown of Auditorium and Nutrition Hall	$ 73.56	$ 73.75	per hour
Sound System with one microphone	$ 108.78	$ 109.00	per day
Television with VCR/DVD (activity room only)	$ 51.80	$ 52.00	per day
* Marie Kerr Park			
Community Building	$ 39.37	$ 39.50	per hour
Security Deposit	$ 144.00	$ 144.00	
* Mcadam Park			
Concrete Stage	$ 47.66	$ 47.75	per hour
Electricity Outside	$ 13.47	$ 13.50	
Security Deposit	$ 207.20	$ 207.25	per hour
Special Event Arena (incl. 3 picnic pavilions and 2.5 acre turf field)	$ 146.08	$ 146.25	per hour
Mobile Platform Stage			
4' x 8' Sections	$ 182.34	$ 182.50	each
Category 1: Palmdale Fire, Sheriff, Schools, and Chamber of Com	$ 302.51	$ 302.75	per day
Category 2: Palmdale based 501(c)(3) non-profits	$ 603.99	$ 604.00	per day
Category 3; Palmdale businesses and individuals	$ 1,212.12	$ 1,212.25	per day
Category 4: Non-Palmdale residents, groups, business organizations, and government agencies - both profit or non-profit	$ 1,813.00	$ 1,813.00	per day
Stage skirt	$ 90.13	$ 90.25	
Overnight Parking			
Convenience Fee	$ 58.02	$ 58.25	
Parking (self-contained only)	$ 22.79	$ 23.00	per vehicle
Palmdale Amphitheater			

PARK & RECREATION			
Description	FY 2022 Fee	FY 2023 Fee	Comments
Facility Use Application	$ 259.00	$ 259.00	fees based on 12-hour period, subject to per hour charge thereafter plus expenses
Grand Use - 3,001 - 10,000 patrons			
Commercial	$ 15,540.00	$ 15,540.00	
IRC 501 (c)(3)(4)(5)(6) groups - advertised public event	$ 5,180.00	$ 5,180.00	
IRC 501 (c)(3)(4)(5)(6) groups - private event	$ 5,698.00	$ 5,698.00	
Security Deposit	$1,500.00 - $3,500.00 plus expenses	$1,500.00 - $3,500.00 plus expenses	
Small-medium use - 1,000 -3,000 patrons			4-hour minimum, subject to per hour charges thereafter
Commercial - private event	$ 362.60	$ 362.75	per hour plus expenses
Commercial-public event	$ 310.80	$ 311.00	per hour plus expenses
IRC 501 (c)(3)(4)(5)(6) groups - advertised public event	$ 233.10	$ 233.25	per hour plus expenses
IRC 501 (c)(3)(4)(5)(6) groups - private event	$ 259.00	$ 259.00	per hour plus expenses
Security Deposit	$250.00-$1,000, without equipment rental	$250.00-$1,000, without equipment rental	
Palmdale Playhouse			
Box Office Staff	$ 31.08	$ 31.25	per hour
Classroom Rental			
Commercial	$ 46.62	$ 46.75	per hour
Non-profit	$ 36.26	$ 36.50	per hour
Concert Piano	$ 207.20	$ 207.25	per day
Flyman/Other	$ 31.08	$ 31.25	per hour
Follow Spot Operator	$ 31.08	$ 31.25	per hour
Follow Spot Rental	$ 31.08	$ 31.25	per spot per day
House Operations Staff	$ 31.08	$ 31.25	per hour
Lavalieres	$ 25.90	$ 26.00	each, per day
Monitor Mixing	$ 155.40	$ 155.50	Up to 8 mixes, must include monitor engineer
Multi-media projector	$ 77.70	$ 77.75	per day
Non-Theatrical Rental			6 hours, includes 3 personnel
Catering/cleaning fee	$ 155.40	$ 155.50	
Security Deposit	$ 518.00	$ 518.00	
Theatre rental (commercial)	$ 751.10	$ 751.25	
Theatre rental (non-profit)	$ 621.60	$ 621.75	
Orchestra Pit	$ 466.20	$ 466.25	per rental
Orchestra Shells/Risers	$ 103.60	$ 103.75	
Piano Tuning	$ 122.25	$ 122.25	House tuner
Rigger	$ 41.44	$ 41.50	per hour, 2-hour minimum
Studio Piano	$ 51.80	$ 52.00	per day
Theatre Rental			6 hours, includes personnel
Catering/Cleaning Fee	$ 155.40	$ 155.50	
Commercial	$ 1,087.80	$ 1,088.00	
Non-profit	$ 1,010.10	$ 1,010.25	
Security Deposit	$ 1,036.00	$ 1,036.00	
* Park Event Open Space			
150' x 150'	$ 80.81	$ 81.00	per hour
300' x 300'	$ 161.62	$ 161.75	per hour
Security Deposit	$ -	$ -	$250-$1,000
Walk/Run	$ 103.60	$ 103.75	500 or less
	$ 259.00	$ 259.00	501 +
Parkland Development Fees			
On July 1 each year, the referenced Park Development Impact Fees shall be adjusted by the Finance Director, based on the engineering news record index (ENRI). The Finance Director shall compute the percentage difference between ENRI on March 1 each year and the ENRI for the previous March 1 period. The new schedule of fees, as adjusted, shall be rounded to the nearest dollar and shall constitute the Parkland Development Impact Fee authorized by Chapter 3.34 of title three of the Palmdale Municipal Code, and shall be incorporated into this paragraph of the Fee Resolution at such time it is reinstated in its entirety, as amended.			
Single Family Dwelling Unit	$ 6,812.00	$ 6,812.00	per unit
Attached Dwelling Unit	$ 2,872.00	$ 2,872.00	per bedroom constructed. Capped at three bedroom maximum fee or $8,616)
Mobile Home Dwelling Unit	$ 4,763.00	$ 4,763.00	per unit
* Poncitlan Square			
Small Use - 100 or less patrons	$ 49.73	$ 49.75	per hour
Small Use with electricity - 100 or less patrons	$ 64.23	$ 64.25	per hour
* Recreation Centers			

PARK & RECREATION			
Description	FY 2022 Fee	FY 2023 Fee	Comments
Activity Room 1, 2, or 3	$ 39.37	$ 39.50	per hour, regular user
	$ 29.53	$ 29.75	per hour, non-profit user
Activity Room and Patio	$ 47.66	$ 47.75	per hour, regular user
	$ 35.74	$ 35.75	per hour, non-profit user
Additional Microphone	$ 33.15	$ 33.25	per day
Aerobic/Dance Studio	$ 39.37	$ 39.50	per hour
Chairs (gym only)	$ 37.30	$ 37.50	per day, $0.50 each additional chair
Gymnasium Floor Covering	$ 463.09	$ 463.25	per use
Gymnasium - Full Court (2-hour minimum)	$ 145.04	$ 145.25	per hour, regular user
	$ 108.78	$ 109.00	per hour, non-profit user
Gymnasium - Half Court (2-hour minimum)	$ 95.31	$ 95.50	per hour, regular user
	$ 71.48	$ 71.50	per hour, non-profit user
Gymnasium - Organized Youth League	$ 56.98	$ 57.00	per hour, non-profit user
Kitchen	$ 10.36	$ 10.50	per hour
Overhead Projector with Screen	$ 43.51	$ 43.75	per day
Security Deposit			
Gymnasium	$ 702.41	$ 702.50	
Activity Room	$ 144.00	$ 144.00	
Setup and teardown of gymnasium	$ 59.05	$ 59.25	per hour
Sound System with one microphone	$ 108.78	$ 109.00	per day, $32 additional microphone per day
Tables (gym only)	$ 1.04	$ 1.25	per table per day
Television/DVD/VCR	$ 51.80	$ 52.00	per day
Volleyball Net	$ 84.95	$ 85.00	per day
* Soccer Fields			
Field without staffing	$ 16.58	$ 16.75	per hour
Lighting	$ 24.86	$ 25.00	per hour
Lining	$ 103.60	$ 103.75	per field
Off season rate			
Palmdale organized youth soccer leagues			
Field	$ 9.32	$ 9.50	per hour
Field with lights	$ 13.47	$ 13.50	per hour
Season Rates			
Palmdale organized youth soccer leagues	$ 3.11	$ 3.25	per hour, per field, practices and games
Palmdale organized youth football leagues	$ 6.22	$ 6.25	per hour, per field, practices and games
Palmdale Organized youth or adult leagues	$ 16.58	$ 16.75	per hour, per field, practices and games
Security Deposit	$ 134.68	$ 134.75	per field
Set-up and Lining	$ 176.12	$ 176.25	per field
Tournaments			
Field without staffing	$ 13.47	$ 13.50	per hour per field
Field with lights without staffing	$ 23.83	$ 24.00	per hour per field
* Softball Fields			
Field lining and prepping	$ 41.44	$ 41.50	per hour
Field Rental	$ 25.90	$ 26.00	per hour
Field with Lights	$ 32.12	$ 32.25	per hour
Season Rates (games only)			
Palmdale organized youth leagues	$ 16.58	$ 16.75	
Tournaments			
Field Preparation	$ 41.44	$ 41.50	per field
Lighting	$ 12.43	$ 12.50	per field, per hour
Single field	$ 155.40	$ 155.40	per day
Single field 1/2 day or 6-hours or less	$ 82.88	$ 83.00	
Swimming Pools			
High school swim team use will be charged fees based upon the terms of the City's reciprocal use agreement with Antelope Valley Union			
High School District.			
Private pool use - 2 hour minimum			
50 patrons or less	$ 75.50	$ 75.50	for 2 hours. $32 each additional hour.
Additional Lifeguard fees	$ 17.75	$ 17.75	per hour/lifeguard
Security Deposit, Swimming Pools	$ 134.68	$ 134.75	
School use or non-profit groups - 2 hour minimum			
50 swimmers or less	$ 51.00	$ 51.00	per hour, includes 2 lifeguards
Additional Lifeguard fees	$ 17.75	$ 17.75	per hour/lifeguard
Swim Team Use			
Additional Lifeguard fees	$ 17.75	$ 17.75	per hour/lifeguard

EXHIBIT (L)

PARK & RECREATION			
Description	**FY 2022 Fee**	**FY 2023 Fee**	**Comments**
Security Deposit, Swimming Pools	$ 134.68	$ 134.75	
Swim Team Practice			
Regular User	$ 6.22	$ 6.25	per hour/lane, 3 lane minimum
Non-profit user	$ 5.18	$ 5.25	per hour/lane, 3 lane minimum
Timing System	$ 46.62	$ 46.75	per hour
* Roller Hockey Rink			
Roller Hockey Rink	$ 46.62	$ 46.75	per hour
Roller Hockey Rink with lighting	$ 65.27	$ 65.50	per hour
* Skate Park			
Skate Park	$ 33.15	$ 33.25	per hour
* Tennis Courts			
Tennis Court (single)	$ 16.58	$ 16.75	per hour, $6 per hour for each additional court
Tennis Courts with Lighting	$ 21.76	$ 22.00	per hour, $10 per hour for each additional court
* Volleyball Court			
Volleyball Court	$ 16.58	$ 16.75	per hour
Volleyball Court with lighting	$ 23.83	$ 24.00	per hour
Public Art Fee			
1. Municipal Development, Cost of $500,000 or more			
a) >1% or $5K of CIP Construction. Contribution capped at $250K	$5,000.00	$5,000.00	Minimum Fee ($5K = $500K x 1%)
2. Private Development, Building Permit Valuation of $500,000 or more			
a) >.5% or $2.5K of Building Permit Valuation. Contribution capped at $250K	$2,500.00	$2,500.00	Minimum Fee ($2.5K = $500K x .5%)
3. Residential Development w/no Funding for Repairs and Maintenance			
a) In-lieu Contribution = to the Program Allocation			
an owner or developer, at its discretion, may place a Public Art In-Lieu Contribution in an amount equal to the program allocation. The contribution shall be paid prior to the issuance of a building permit of the project on the development site and will be capped at $250,000 for single construction projects.			
4. Phase Development			
a) Based on the total number of building permits applied for and does not include any withdrawn permit applications. If an owner or developer chooses to stagger the application of building permits in accordance with a phase schedule (e.g. multiple phases of a residential tract), the contribution shall be applicable to the total number of building permits applied per phase of development.			
5. Mixed-Use and Residential Projects - (5) or more Residential Units			
a) Contribution requirement applies			
6. Exemptions - Private Development			
a) Non-profit Housing and Affordable Housing Developments with at least 20% of the units set aside for households with incomes of 80% or less of Area Median Income (AMI) pursuant to Health & Safety Code 50093(C) and Accessory Structures.			
b) Mixed-Use and Residential Projects that create four (4) or less residential units			
7. Exemptions - Municipal Development			
a) Costs of non-construction-related activities such as studies, design, reports, leases, and easements; including, without limitation, activities in the City's capital improvement budget that are designated as non-construction.			
b) The cost of environmental review, whether or not it is related to a construction project.			
c) Sewer and drainage projects and other below-ground construction.			
d) Capital Improvement Program projects that are designated as maintenance in the City's CIP budget or designated as non-construction projects in the CIP budget, retrofits (e.g., seismic or those required to meet legal requirements such as compliance with the Americans with Disabilities Act); site remediation; acquisition or installation of furniture, fixtures, and equipment; and affordable housing projects.			
e) Nothing is intended to prohibit the City Manager, in conjunction with the submission and approval of the annual capital budgets of the City and subject to the approval of the City Council, from designating additional funds, subject to applicable restrictions, to be utilized for public art.			
f) Appropriations for purposes of acquiring public art in order to carry out the provisions of this ordinance shall comply with applicable funding source requirements. If the source of funding or other applicable law or regulation with respect to any particular project prohibits or restricts the use of funds for public art, the amount of funds prohibited or restricted shall be excluded in calculating the public art fee contribution.			

EXHIBIT (L)

Description	Current Fees - Resident	Proposed Fees - Resident	Direct Cost Recovery Goal
**Youth Sports			
Girl's Softball	$85.00	$85.00	25-50%
Baseball	$85.00	$85.00	25-50%
Basketball	$73.00	$73.00	25-50%
Coaches Pitch	$75.00	$75.00	25-50%
T-Ball	$75.00	$75.00	25-50%
Volleyball	$66.00	$66.00	25-50%
**Adult Sports			
Basketball - Per Team	$795.00	$795.00	50-75%
Volleyball - Per Team	$390.00	$390.00	50-75%
Slow Pitch Softball - Per Team	$565.00	$565.00	50-75%
Kickball - Per Team (New)	$565.00	$565.00	50-75%
**Aquatics			
Jr. Lifeguard	$88.00	$88.00	25-50%
Lifeguard Academy	$140.00	$140.00	50-75%
Membership - Lap Swim (10PK)	$40.00	$40.00	0-25%
Membership - Lap Swim (20PK)	$70.00	$70.00	0-25%
Membership - Lap Swim (40PK)	$130.00	$130.00	0-25%
Recreation Swim	$3.00/session	$3.00/session	0-25%
Membership - Recreation Swim (10Pk)	$30.00	$30.00	0-25%
Membership - Recreation Swim (20Pk)	$45.00	$45.00	0-25%
Membership - Recreation Swim (40Pk)	$80.00	$80.00	0-25%
Membership - Senior Lap Swim (10PK)	$20.00	$20.00	0-25%
Membership - Senior Lap Swim (20PK)	$35.00	$35.00	0-25%
Membership - Senior Lap Swim (40PK)	$65.00	$65.00	0-25%
Novice Swim Team	$88.00	$88.00	50-75%
Swim Lesson - Adaptive Swim	$52.00	$52.00	0-25%
Swim Lesson - Adult Swim	$52.00	$52.00	0-25%
Swim Lesson - Level 1	$52.00	$52.00	0-25%
Swim Lesson - Level 2	$52.00	$52.00	0-25%
Swim Lesson - Level 3	$52.00	$52.00	50-75%
Swim Lesson - Level 4	$52.00	$52.00	50-75%
Swim Lesson - Level 5	$52.00	$52.00	50-75%
Swim Lesson - Parent/Child	$24.00	$24.00	0-25%
Swim Lesson - Preschool	$52.00	$52.00	0-25%
Swim Lesson - Private Swim	$82.00	$82.00	75-100%
Water Exercise	$45.00	$45.00	50-75%
Special Events			
Discounts & Promos	0-25%	0-25%	-
Vendor Booth Fee	Free - $200	Free - $200	75-100%
Electricity	$25.00	$25.00	75-100%
Vendor Commission Fee	0-25%	0-25%	75-100%
Beverage Sales	$8.00	50%-200% Mark-up	75-100%
Spring Fest - Activity Wrist Band	$5.00	$5.00	0-25%
General Admission - Movie Night	$3.25	$3.25	0-25%
General Admission - Movie Night (12 & under)	Free	Free	0-25%
General Admission - Fireworks	$5.00	$5.00	0-25%
General Admission - Fireworks (12 & under)	Free	Free	0-25%
Headliner Concert - General Admission	$15-$35	$15-$35	25-50%
Headliner Concert - Preferred Seating	$25-$45	$25-$45	25-50%
Headliner Concert - Standing Room	$35-$55	$35-$55	25-50%
Group Seating Package (New)	-	$400-$600	25-50%
Regional Concert - General Admission	$5-$15	$5-$15	0-25%
Regional Concert - Preferred Seating	$10-$20	$10-$20	0-25%
Regional Concert - Standing Room	$15-$25	$15-$25	0-25%
DryTown Water Park			
Discounts & Promos	0-25%	0-25%	-
**Season Pass (Current)	$70.00	-	75-100%
**Season Pass - Limited, Excluding weekends, Holidays & Special Events (New)	$70.00	$70.00	75-100%
**Season Pass - All Access (New)	-	$91.00	75-100%
**Season Pass Limited Weekend Daily Admission (New)	-	$10.00	75-100%
**Admission - Season Pass Under 2	Free	Free	75-100%

EXHIBIT (L)

Description	Current Fees - Resident	Proposed Fees - Resident	Direct Cost Recovery Goal
**Admission - 48" and over	$22.00	$25.00	75-100%
**Admission - Under 48"	$17.00	$20.00	75-100%
**Admission - Senior (65+)	$17.00	$20.00	75-100%
Admission - Military (inlcuding family members)	$17.00	$18.00	75-100%
Admission - Under 2	Free	Free	75-100%
Admission - Caregiver	Free	Free	75-100%
Admission - Sundown	$14.00	$15.00	75-100%
Admission - Family Glow Night	$15.00	$17.00	75-100%
Group Rate (20+ People)/ Person	$15.00	$18.00	75-100%
Party Package - Bonanza (45 people)	$999.00	$1,099.00	75-100%
Party Package - Eureka (30 people)	$749.00	$824.00	75-100%
Party Package - Gold Nugget (30 people)	$399.00	$439.00	75-100%
Party Package - Additional Guest/ Person	$15.00	$18.00	75-100%
General Store - Non-taxable	$1.75-10	50%-200% Mark-up	75-100%
General Store - Taxable	$0.50-20	50%-200% Mark-up	75-100%
Locker	$6.00	$8.00-$15.00	75-100%
Cabana Package (admission for 6, cabana and water)	$199.00	$199.00	75-100%
Lounge Cabana Package (admission for 6, cabana & water)	$99.00	$99.00	75-100%
Palmdale Playhouse			
Discounts & Promos	0-25%	0-25%	-
Contracted Performance Admission	$5-$200	$5-$200	25-50%
Performance Admission	$5-30	$5-30	25-50%
**All About Theatre	$45.00	$45.00	0-25%
**The Theatre Experience	$130.00	$130.00	25-50%
Concession Items	$1-5	50%-200% Mark-up	75-100%
Santa Claus Visit	$5.00	$5.00	0-25%
**Theatre Camp, Junior (9-11)	$140.00	$140.00	25-50%
**Summer Theatre Experience Camp (12-17)	$250.00	$250.00	25-50%
Transaction Fees - Per Contract Terms			
Admission/Product Value - $0.01 - $5.00	$0.75	$0.75	75-100%
Admission/Product Value - $5.01 - $10.00	$1.00	$1.00	75-100%
Admission/Product Value - $10.01 - $30.00	$1.50	$1.50	75-100%
Admission/Product Value - $30.01 - $40.00	$2.25	$2.25	75-100%
Admission/Product Value - $40.01 - $50.00	$3.25	$3.25	75-100%
Admission/Product Value - $50.01+	$5.00	$5.00	75-100%
Merchant Processing Fee	3.25%	3.25%	75-100%

PUBLIC WORKS			
DESCRIPTION	FY 2022 Fee	FY 2023 Fee	COMMENTS
Amargosa Drainage Fees			
Commercial and Industrial Development	$ 23,351.44	$ 23,351.44	per acre
Multi-Family Residential Development	$ 2,341.36	$ 2,341.36	per dwelling
Single Family Residential Development	$ 4,548.04	$ 4,548.04	per dwelling
Anaverde Drainage Fees			
Commercial and Industrial Development	$ 11,841.48	$ 11,841.48	per acre
Multi-Family Residential Development	$ 1,181.04	$ 1,181.04	per dwelling
Single Family Residential Development	$ 2,372.44	$ 2,372.44	per dwelling
Big Rock Drainage Fees			
Commercial and Industrial Development	$ 22,833.44	$ 22,833.44	per acre
Fire Facility Impact Fees			
Land Use Category Fees	$ 0.95	$ 0.95	per sq. ft.
Follow-Up Plan Check Review *			
General Public Facility Dwelling Unit			
Single Family Dwelling Unit	$ 1,750.84	$ 1,750.84	per unit
Duplex or triplex dwelling unit	$ 1,004.92	$ 1,004.92	per unit
Apartment dwelling unit	$ 849.52	$ 849.52	per unit
Commercial	$ 227.92	$ 227.92	per 1,000 sq. ft.
Industrial	$ 269.36	$ 269.36	per 1,000 sq. ft.
**25% of original plan review fee after 3 reviews ($150 minimum per review)*			
Little Rock Drainage Fees			
Commercial and Industrial Development	$ 33,815.04	$ 33,815.04	per acre
Single Family Residential Development	$ 6,765.08	$ 6,765.08	per dwelling
Pearland Drainage Fees			
Commercial and Industrial Development	$ 31,256.12	$ 31,256.12	per acre
Multi-Family Residential Development	$ 3,128.72	$ 3,128.72	per dwelling
Single Family Residential Development	$ 6,257.44	$ 6,257.44	per dwelling
Portal Ridge Drainage Fees			
Commercial and Industrial Development	$ 22,336.16	$ 22,336.16	per acre
Multi-Family Residential Development	$ 2,248.12	$ 2,248.12	per dwelling
Single Family Residential Development	$ 4,465.16	$ 4,465.16	per dwelling
Sewage/R-O-W Spill Clean-Up			Actual Costs
Sign & Striping Traffic Plan Review			
First two sheets	$ 383.32	$ 383.32	
Each additional sheet	$ 155.40	$ 155.40	
Traffic Impact Fees			
Apartment	$ 1,212.12	$ 1,212.12	per DU
Condominium/Townhouse	$ 1,067.08	$ 1,067.08	per DU
Corporate Headquarters Building	$ 1.35	$ 1.35	per gsf
General Heavy Industrial	$ 0.31	$ 0.31	per gsf
General Light Industrial	$ 1.24	$ 1.24	per gsf
General Office	$ 2.07	$ 2.07	per gsf
Medical-Dental Office Building	$ 6.63	$ 6.63	per gsf
Manufacturing	$ 0.73	$ 0.73	per gsf
Other Uses	$ 176.12	$ 176.12	per daily trip
Retail	$ 4.66	$ 4.66	per gsf
Single Family Residential	$ 1,740.48	$ 1,740.48	per DU
Warehousing	$ -	$ 0.93	per gsf
Traffic Impact Study Review			
Traffic Study LOS Review 4 or less intersections	$ 3,574.20	$ 3,574.20	per study
Traffic Study LOS Review 5 or more intersections	$ 6,682.20	$ 6,682.20	per study
Traffic Study VMT and LOS Review 4 or less intersections	$ 6,164.20	$ 6,164.20	per study
Traffic Study VMT and LOS Review 5 or more intersections	$ 8,754.20	$ 8,754.20	per study
Traffic Signal Plan Review	$ 942.76	$ 942.76	per plan

SEWER CAPACITY FEES				
Use Type/Category	Unit	Flow Factor (gpd)	FY 2022 Fee	FY 2023 Fee
Residential				
Single family	Dwelling unit	1	$ 2,658.38	$ 2,658.38
Condominium	Dwelling unit	0.75	$ 1,993.26	$ 1,993.26
Multiple Family Residential	Dwelling unit	0.6	$ 1,594.40	$ 1,594.40
Mobile Homes	Dwelling unit	0.6	$ 1,594.40	$ 1,594.40
Senior Housing	Dwelling unit	0.6	$ 1,594.40	$ 1,594.40
Commercial/Industrial/Institutional				
Hotel/Motel/Rooming House	Per room	125	$ 1,108.52	$ 1,108.52
Store/Retail Sales	Per 1000 ft^2	100	$ 885.78	$ 885.78
Supermarket	Per 1000 ft^2	150	$ 1,329.19	$ 1,329.19
Shopping Center/Mixed Use	Per 1000 ft^2	325	$ 2,880.08	$ 2,880.08
Regional Mall	Per 1000 ft^2	150	$ 1,329.19	$ 1,329.19
Office Building	Per 1000 ft^2	200	$ 1,771.56	$ 1,771.56
Medical/Dental/Veterinary Clinic	Per 1000 ft^2	300	$ 2,658.38	$ 2,658.38
Restaurant	Per 1000 ft^2	1,000	$ 8,859.87	$ 8,859.87
Indoor Theatre	Per 1000 ft^2	125	$ 1,108.52	$ 1,108.52
Car Wash – Tunnel No Recycling	Per 1000 ft^2	3,700	$ 32,783.18	$ 32,783.18
Car Wash – Tunnel Recycling	Per 1000 ft^2	2,700	$ 23,923.31	$ 23,923.31
Car Wash – Wand Type	Per 1000 ft^2	700	$ 6,202.53	$ 6,202.53
Bank, Credit Union	Per 1000 ft^2	100	$ 885.78	$ 885.78
Service Shop/Auto Maint/Repair Shop	Per 1000 ft^2	100	$ 885.78	$ 885.78
Animal Kennel	Per 1000 ft^2	100	$ 885.78	$ 885.78
Gas Station	Per 1000 ft^2	100	$ 885.78	$ 885.78
Gas Station with Store	Per 1000 ft^2	200	$ 1,771.56	$ 1,771.56
Auto Sales	Per 1000 ft^2	100	$ 885.78	$ 885.78
Wholesale Outlet	Per 1000 ft^2	100	$ 885.78	$ 885.78
Nursery/Green House	Per 1000 ft^2	25	$ 221.70	$ 221.70
Manufacturing	Per 1000 ft^2	200	$ 1,771.56	$ 1,771.56
Lt Manufacturing =< 300,000 ft^2	Per 1000 ft^2	25	$ 221.70	$ 221.70
Lt Manufacturing > 300,000 ft^2	Per 1000 ft^2	10	$ 89.10	$ 89.10
Lumber Yard =< 300,000 ft^2	Per 1000 ft^2	25	$ 221.70	$ 221.70
Lumber Yard > 300,000 ft^2	Per 1000 ft^2	10	$ 89.10	$ 89.10
Warehousing =< 300,000 ft^2	Per 1000 ft^2	25	$ 221.70	$ 221.70
Warehousing > 300,000 ft^2	Per 1000 ft^2	10	$ 89.10	$ 89.10
Open Storage = < 300,000 ft^2	Per 1000 ft^2	25	$ 221.70	$ 221.70
Open Storage > 300,000 ft^2	Per 1000 ft^2	10	$ 89.10	$ 89.10
Drive-in Theater	Per 1000 ft^2	20	$ 177.16	$ 177.16
Night Club/Cocktail Lounge Bar	Per 1000 ft^2	350	$ 3,100.75	$ 3,100.75
Bowling/Skating	Per 1000 ft^2	150	$ 1,329.19	$ 1,329.19
Club & Lodge Halls (Fraternal or Civic)	Per 1000 ft^2	125	$ 1,108.52	$ 1,108.52
Auditorium/Amusement	Per 1000 ft^2	350	$ 3,100.75	$ 3,100.75
Golf Course/Park (structures & improvement)	Per 1000 ft^2	100	$ 885.78	$ 885.78
Campground/Marina/RV Park	Per site/slip	55	$ 486.92	$ 486.92
Convalescent Home, Beds	Per bed	125	$ 1,108.52	$ 1,108.52
Horse Stables or Stalls	Per stall	25	$ 221.70	$ 221.70
Laundromat	Per 1000 ft^2	3,825	$ 33,891.70	$ 33,891.70
Dry Cleaner - on Site	Per 1000 ft^2	200	$ 1,771.56	$ 1,771.56
Dry Cleaner - off Site	Per 1000 ft^2	100	$ 885.78	$ 885.78
Mortuary/Funeral Home	Per 1000 ft^2	100	$ 885.78	$ 885.78
Health Spa/Gym (without showers)	Per 1000 ft^2	300	$ 2,658.38	$ 2,658.38
Health Spa/Gym (with showers)	Per 1000 ft^2	600	$ 5,315.72	$ 5,315.72
Hospital	Per 1000 ft^2	250	$ 2,214.97	$ 2,214.97
Special Event Center, attendance	Attendance	10	$ 89.10	$ 89.10
College/University, Students	Students	20	$ 177.16	$ 177.16
School	Per 1000 ft^2	200	$ 1,771.56	$ 1,771.56
Library, Museum	Per 1000 ft^2	100	$ 885.78	$ 885.78

SEWER CAPACITY FEES				
Use Type/Category	Unit	Flow Factor (gpd)	FY 2022 Fee	FY 2023 Fee
Post Office (local)	Per 1000 ft^2	100	$ 885.78	$ 885.78
Post Office (Regional)	Per 1000 ft^2	25	$ 221.70	$ 221.70
The minimum fee for all non-residential connections shall not be less than:			**$ 2,658.38**	**$ 2,658.38**

The fees for uses not specifically listed above, shall be computed by the Public Works Director, using a similar use designation or the expected average daily discharge to the sewer system times $8.55 per gallons per day.

EXHIBIT (N)

OTHER FEES		
DESCRIPTION	FY 2022 Fee	FY 2023 Fee
Sewer Annexation/Withdrawal, per Study	$ 4,144.00	$ 4,144.00
Sewer Area Study Review	$ 310.80	$ 310.80
Sewer Facilities Reimbursement Agreement, per permit	$ 880.60	$ 880.60
Sewer Lateral Saddle Connect Inspection	$ 518.00	$ 518.00

PLANNING			
Description	FY 2022 Fee	FY 2023 Fee	COMMENTS
Additional Animal Permit			
New	$ 155.40	$ 155.40	
Renewal	$ 36.26	$ 36.26	
Agreements, Other	$ 77.70	$ 77.70	per hour staff time plus City Attorney costs
Annexation Request Review	$ 4,144.00	$ 4,144.00	Plus $5 per acre plus applicable election costs and LAFCO fees
Appeal To City Staff	$ 250.00	$ 250.00	per appeal
Appeal To The Planning Commission	$ 750.00	$ 750.00	per appeal
Application Refund			
Application filed and/or distributed to affected departments or agencies - 75% of fees paid First meeting of the Development Advisory Board has been concluded or determination regarding completeness has been made - 50% of fees paid Applicant fails to respond to a second request for additional information - No Refund Second meeting of the Development Advisory Board has been concluded and/or conditions and/or staff report prepared - No Refund			
Conditional Use Permit (CUP)	$ 7,150.00	$ 7,150.00	Flat Fee
Expedited Conditional Use Permit (CUP)	$ -	$ 10,725.00	150% of base CUP
Determination Of Unlisted Uses			
Determination of Unlisted Uses - Planning Director	$ 1,000.00	$ 1,000.00	
Determination of Unlisted Uses - Planning Commission	$ 4,500.00	$ 4,500.00	
Deferred Completion Agreement	$ 500.00	$ 500.00	per application
Development Agreement And Density Bonus			
Annual Review	$ 259.00	$ 259.00	per review plus $75 per hour per agreement plus actual City Attorney costs
Negotiation and Drafting	$ 3,450.00	$ 3,450.00	
Development Agreement Modification	$ 2,331.00	$ 2,331.00	per application plus actual City Attorney costs
Document Retrieval	$ 36.26	$ 36.26	hour (charged to nearest 1/4 hour)
Environmental Categorical Exemption	$ 500.00	$ 500.00	Plus county fees
Environmental Initial Study	$ 2,000.00	$ 2,000.00	per application
Environmental Impact Report	$ 8,000.00	$ 8,000.00	
Exotic Animal Permit			
New	$ 155.40	$ 155.40	
Renewal	$ 36.26	$ 36.26	
False Alarm Response Billing			
Fourth and subsequent false alarm fees in a 12-month period	$ 155.40	$ 155.40	
Fish And Wildlife Fees*	$ 25.90	$ 25.90	
*plus applicable County processing and State Dept. of Fish and Wildlife fees			
General Plan Amendment	$ 3,108.00	$ 3,108.00	per application plus $50 per acre for first 200 acres and $25 per acre for each additional acre
Hazardous Waste Facilities			
On-site facility (non-incinerator)	$ 10,360.00	$ 10,360.00	per application plus $75 per hour after 220 hours plus City Attorney
Hazardous Waste Facilities, Continued			
Off-site facility (including incinerators)	$ 25,900.00	$ 25,900.00	per application plus $75 per hour after 550 hours plus City Attorney
Local Assessment Committee (LAC)	$ 25,900.00	$ 25,900.00	per application plus $75 per hour after 550 hours plus City Attorney
Major Modifications			80% of original fee
Minor Site Plan Review	$ 1,000.00	$ 1,000.00	flat fee
Minor Exception Review	$ 1,000.00	$ 1,000.00	flat fee
Minor Modifications	$ 1,900.00	$ 1,900.00	flat fee
Off-Site Directional Sign Program	$ 31.08	$ 31.08	per month per location
Parcel Map Waiver	$ 518.00	$ 518.00	per application
Planning Construction Inspection	$ 181.30	$ 181.30	per inspection
Planned Development	$ 3,108.00	$ 3,108.00	per application plus $50 per acre for first 10 acres and $25 per acre for each additional acre
Planning Sign Review	$ 250.00	$ 250.00	per application

PLANNING			
Description	FY 2022 Fee	FY 2023 Fee	COMMENTS
Post Approval Plan Check	$ 250.00	$ 250.00	per plan type maximum $1,000
			recheck after initial submittal
Preliminary Project Review To Development Advisory Board (DAB)	$ 250.00	$ 250.00	per application
Expedited Preliminary Project Review To Development Advisory Board (DAB)	$ -	$ 375.00	150% of base fee
Request For Special Dab Meeting	$ 250.00	$ 250.00	
Public Hearing Fee	$ 492.10	$ 492.10	
Public Hearing Noticing/Mailing			
Documents or maps, other			actual costs
Mailing	$ 1.65	$ 1.65	per address per hearing
Noticing in paper of general circulation	$ 450.00	$ 450.00	per notice
Noticing: 1/8 page	$ 800.00	$ 800.00	per notice
Postage			cost of postage
Real Estate Sign Permit	$ 1.04	$ 1.04	per decal
Reclamation Plan	$ 2,072.00	$ 2,072.00	per application plus $20 per acre plus $75 per hour
			after 30 hours
Reclamation Plan Annual Inspection	$ 777.00	$ 777.00	per operator plus actual cost
			of City Engineer or consultant
Shopping Cart Plan			
New	$ 155.40	$ 155.40	
Renewal	$ 77.70	$ 77.70	
Sign Program	$ 310.80	$ 310.80	per program
Site Plan Review	$ 7,150.00	$ 7,150.00	flat fee
Expedited Site Plan Review	$ -	$ 10,725.00	150% of base fee
	$ 3,575.00	$ 3,575.00	or flat fee if submitted with another applications
Special Event Permit	$ 250.00	$ 250.00	
Specific Plan	$ 4,869.20	$ 4,869.20	per application plus $15 per residential unit
			commercial/industrial
			floor area
Specific Plan Amendment	$ 2,331.00	$ 2,331.00	per application plus actual legal costs
			legal costs
Subdivision Development Plan Review	$ 1,050.00	$ 1,050.00	per application plus $40 per lot
Temporary Sign Review	$ 259.00	$ 259.00	per application
Temporary Use Permit			
After Hours and Weekend Inspections	$ 250.00	$ 250.00	flat fee
Fireworks Stand	$ 250.00	$ 250.00	flat fee
In tract/off-site model home, off-site vehicle sales	$ 250.00	$ 250.00	flat fee
Special Events longer than 1-day	$ 250.00	$ 250.00	flat fee
Temporary Office, Trailer/Structure on construction site, Stockpiling	$ 250.00	$ 250.00	flat fee
Tentative Parcel Map	$ 5,000.00	$ 5,000.00	flat fee
Tentative Tract Map			
Small Maps 1-40 lots/units	$ 7,500.00	$ 7,500.00	flat fee
Large Maps 41 + lots/units -	$ 9,000.00	$ 9,000.00	flat fee
Time Extension			80% of the original fees involved
Variance	$ 1,813.00	$ 1,813.00	per application; 50%
			reduction if submitted with
			another application
Written Interpretation Of Policies And Regulations	$ 77.70	$ 77.70	per hour
Zone Change	$ 3,108.00	$ 3,108.00	per application plus $50 per acre for first 200 acres
			and $25 per acre for each additional acre
Zoning Clearance	$ 70.00	$ 70.00	per application
Zoning Ordinance Or General Plan Document Fee	$ 207.20	$ 207.20	
Zoning Ordinance Amendment	$ 2,331.00	$ 2,331.00	per application plus actual cost for City Attorney or
			outside legal review
Zoning Verification	$ 155.40	$ 155.40	per application

California Vehicle Code Violations			
Code Section	Description	FY 2022 Fee	FY 2023 Fee
4000(a)	Unregistered Vehicle [3]	$ 110.70	$ 110.70
	With proof of correction by due date [4]	$ 15.00	$ 15.00
4454 (a)	Registration card [3]	$ 147.83	$ 147.83
	With proof of correction by due date [4]	$ 15.00	$ 15.00
4457	Stolen, lost, or damaged/mutilated license plates [3]	$ 154.58	$ 154.58
	With proof of correction by due date [4]	$ 15.00	$ 15.00
4462 (B)	Evidence of registration/plates wrong vehicle [3]	$ 147.83	$ 147.83
5200	Display of license plates/missing plate(s) [3]	$ 103.95	$ 103.95
	With proof of correction by due date [4]	$ 15.00	$ 15.00
5201	Improper positioning of plates [3]	$ 103.95	$ 103.95
	With proof of correction by due date [4]	$ 15.00	$ 15.00
5202	Period of display	$ 103.95	$ 103.95
5204 (a)	No license tabs (month and/or year)/expired license tabs [3]	$ 103.95	$ 103.95
	With proof of correction by due date [4]	$ 15.00	$ 15.00
21113 (a)	Unlawful parking - Public grounds	$ 161.33	$ 161.33
21210	Bicycle Parking	$ 89.78	$ 89.78
21211 (b)	Parked in bicycle path	$ 161.33	$ 161.33
22500 (a)	Parking or stopping within an intersection	$ 161.33	$ 161.33
22500 (b)	Parking or stopping on a crosswalk	$ 161.33	$ 161.33
22500 (c)	Parking or stopping in safety zone, sign or red curb	$ 161.33	$ 161.33
22500 (d)	Parking or stopping within 15ft of fire station driveway	$ 255.83	$ 255.83
22500 (e)	Blocking driveway	$ 215.33	$ 215.33
22500 (f)	Parking on sidewalk	$ 215.33	$ 215.33
22500 (g)	Parking along excavation	$ 215.33	$ 215.33
22500 (h)	Double parking	$ 215.33	$ 215.33
22500 (i)	Parking in bus zone [5]	$ 681.08	$ 681.08
22500 (j)	Parking in tunnel	$ 228.83	$ 228.83
22500 (k)	Parking on a bridge	$ 215.33	$ 215.33
22500 (l)	Blocking disabled access ramp [5]	$ 768.83	$ 768.83
22500.1	Parking in a fire lane	$ 255.83	$ 255.83
22502 (a)	Parking more than 18" from the curb	$ 215.33	$ 215.33
22502 (e)	Curb parking - one way	$ 215.33	$ 215.33
22505 (b)	State highway parking	$ 215.33	$ 215.33
22507.8 (a)	Parking in disabled space without special identification [6]	$ 964.58	$ 964.58
40226	Cancellation of fine upon proof of valid disabled placard	$ 90.45	$ 90.45
22507.8 (b)	Obstruct, block or bar access to disabled parking [6]	$ 964.58	$ 964.58
22507.8 (c)	Disabled parking boundary lines/crosshatched lines [6]	$ 964.58	$ 964.58
22510	Parking in snow removal areas	$ 215.33	$ 215.33
22513	Tow trucks soliciting business (Misdemeanor)	$ 141.08	$ 141.08
22514	Parking within 15ft of a fire hydrant	$ 255.83	$ 255.83
22515	Unattended vehicles/setting brakes	$ 215.33	$ 215.33
22516	Locked door/no escape	$ 188.33	$ 188.33
22517	Vehicle door open to traffic	$ 255.83	$ 255.83
22520	Stopping or parking on freeway	$ 168.08	$ 168.08
22520.5a	Vending on freeway	$ 157.28	$ 157.28
22521	Parking on or near railroad track	$ 215.33	$ 215.33
22522	Parking near sidewalk access ramps [3]	$ 763.43	$ 763.43
22523(a)	Abandonment prohibited [7]	$ 390.83	$ 390.83
22523(b)	Abandonment prohibited [7]	$ 390.83	$ 390.83
22526(a)(b)	Anti-gridlock/blocking intersection [8]	$ 255.83	$ 255.83
	2nd Violation	$ 332.78	$ 332.78
	3rd Violation	$ 731.03	$ 731.03

California Vehicle Code Violations			
Code Section	Description	FY 2022 Fee	FY 2023 Fee
22951	Parking lots-street and alley parking (patron vehicle)	$ 201.83	$ 201.83
23333	Stopping or parking in vehicular crossing	$ 174.83	$ 174.83
25300	Emergency reflectors on disabled/parked vehicle	$ 174.83	$ 174.83
27155	Fuel tank cap required	$ 116.78	$ 116.78
31303(d)	Parking hazardous materials vehicle in residential area	$ 795.83	$ 795.83

[1] Pursuant to Government Code Section 76000, an assessment of $5.00 shall be added to each parking penalty, consisting of $2.50 assessed for the Courthouse Construction Fund and $2.50 assessed for the Criminal Justice Facilities Construction Fund established by Los Angeles County. Said assessments are forwarded to Los Angeles County.

[2] Pursuant to Government Code Section 70372, an assessment of $4.50 shall be added to each penalty for violations of the California Vehicle Code and forwarded to Los Angeles County.

[3] Pursuant to California Vehicle Code Section 40225 (d), fifty (50% percent of the base penalty collected for an equipment or registration violation under section 40225 shall be paid to the State and the remaining portion shall be retained by the City or allocated pursuant to a contract between the City and its processing agency.

[4] Penalty upon proof of correction set by the California Vehicle Code Section 40225 (c).

[5] Minimum Parking penalty are set by California Vehicle Code Section 42001.5.

[6] Minimum Parking penalty are set by California Vehicle Code Section 42001.13.

[7] Minimum parking penalty are set by California Vehicle Code Section 22523 (c)

[8] Minimum parking penalty are set by California Vehicle Code Section 42001.1.

[9] Pursuant to Government Code Section 76000.3, an added penalty of $3.00 shall be imposed to each parking penalty. Payment of all monies collected are forwarded to the Los Angeles County for distribution.

Los Angeles County Code Violations			
Code Section	Description	FY 2022 Fee	FY 2023 Fee
15.20.070	Failure to obey traffic signs	$ 228.83	$ 228.83
15.20.130	Parking space markings	$ 201.83	$ 201.83
15.44.120B	Parking in a non-designated parking area	$ 185.63	$ 185.63
15.44.140	Failure to park in designated parking areas	$ 185.63	$ 185.63
15.44.150	Use of restricted parking space by unauthorized person	$ 185.63	$ 185.63
15.44.160	Vehicle maintenance in public parking areas	$ 185.63	$ 185.63
15.52.040	Bicycle lanes-unauthorized parking	$ 185.63	$ 185.63
15.64.010	Parking time limits	$ 185.63	$ 185.63
15.64.020	Commercial loading zones	$ 215.33	$ 215.33
15.64.030	Parking time limit - post office	$ 201.83	$ 201.83
15.64.040	Parking at mail box	$ 201.83	$ 201.83
15.64.050	Commercial parking 2am-6am in residential zone (over 10,000 lbs. vehicle weight)	$ 208.58	$ 208.58
15.64.052	Commercial parking in residential zone by vehicle over 10,000 lbs. (anytime)	$ 546.08	$ 546.08
15.64.100	Disconnected trailer on highway	$ 215.33	$ 215.33
15.64.110	Parking in posted bus loading zone	$ 573.08	$ 573.08
15.64.120	Parking in passenger loading zone (3 minutes max)	$ 215.33	$ 215.33
15.64.130	No parking in alleys	$ 215.33	$ 215.33
15.64.140	Posted temporary no parking area	$ 215.33	$ 215.33
15.64.210	Unattended vehicle with key in ignition	$ 201.83	$ 201.83
15.64.220	Parking on steep grades without turning wheels into the curb	$ 201.83	$ 201.83
15.64.230	Parallel parking - over 18" from the curb	$ 201.83	$ 201.83
15.64.240	Angle parking on highway between lines	$ 201.83	$ 201.83
15.64.250	Double parking	$ 215.33	$ 215.33
15.64.260	No parking anytime posted or red curb	$ 215.33	$ 215.33
15.64.270	Parking on private/public property w/o consent	$ 215.33	$ 215.33
15.64.271	Parking in front yard	$ 215.33	$ 215.33
15.64.280	Parking wrong side of street - dual roadway	$ 215.33	$ 215.33
15.64.290	Parking in parkway	$ 215.33	$ 215.33
15.64.300	Blocking street or highway	$ 215.33	$ 215.33
15.64.310	Unattended vehicle transporting hazardous materials	$ 771.53	$ 771.53
15.64.320	Blocking driveway on private street	$ 215.33	$ 215.33
15.64.350	Parked creating a traffic hazard	$ 215.33	$ 215.33
15.64.360	Posted no parking adjacent to school	$ 215.33	$ 215.33
15.64.370	Parking within 15 ft. of private road fire hydrant	$ 255.83	$ 255.83
15.64.390	Parking in assigned parking spaces	$ 215.33	$ 215.33
15.64.440	Parking at assigned taxicab stands	$ 161.33	$ 161.33
15.76.080	Driving or riding vehicles on sidewalk	$ 215.33	$ 215.33
17.04.370	Parks - Unauthorized parking	$ 215.33	$ 215.33
19.04.980	Airports - Unauthorized parking	$ 201.83	$ 201.83
19.04.990	Airports - Unauthorized clean/repair	$ 201.83	$ 201.83

Palmdale Municipal Code Violations			
Code Section	Description	FY 2022 Fee	FY 2023 Fee
8.36.060(A)(10)(a)	Parking vehicle on residential lot - front yard	$ 212.63	$ 212.63
(b)	Parking recreational vehicle on front yard	$ 212.63	$ 212.63
(c)	Parking vehicle on residential lot - side yard	$ 212.63	$ 212.63
(d)	Parking recreational vehicle on side yard	$ 212.63	$ 212.63
10.04.040	No commercial parking in residential zone (more than 10,000 lbs)	$ 546.08	$ 546.08
10.04.050	No commercial truck off designated truck route (more than 10,000 lbs)	$ 546.08	$ 546.08
10.04.080	Shopping center traffic/fire access lanes	$ 232.88	$ 232.88
10.04.150	RV, trailer, boat, camper parked over 72 hours - residential zone	$ 228.83	$ 228.83
12.24.020 (A)	Parking vehicle posted for sale	$ 228.83	$ 228.83
(B)	Painting/repairing vehicle in street	$ 228.83	$ 228.83
(C)	Commercial washing of vehicle	$ 228.83	$ 228.83
Title 17 §87.04 B	Commercial vehicle in residential zone (over 10,000 lbs)	$ 546.08	$ 546.08

Palmdale Parking Penalty Schedule
Schedule A, Page 1

1. California Vehicle Code Violations

Code Section	Description	Base Penalty	**Proposed Base Penalty**	LA COUNTY GC 76100 GC 76000(b) [1]	LA COUNTY GC 76101 GC 76000(b) [1]	LA COUNTY General Fund GC 76000(c/d) [1]	LA COUNTY GC70372(b) Critical Needs [2]	LA COUNTY GC70372(b) Court Facilities [2]	LA COUNTY PC 1465.5 DP State Linkage	CITY PC1465.6	LA COUNTY GC 76000.3 Trial Court [9]	LA COUNTY PC 1463.28 VC 40200.3 Bail Increase	**Total Penalty**	Late Payment Penalty	Late Admin Fee	DMV Hold Fee	Subtotal	Special Collection Fee 35%	**FY 2022 Proposed Fee**
4000(a)	Unregistered Vehicle [3]	$25.00	$40.00										**$40.00**	$ 25.00	$ 14.00	$ 3.00	$ 82.00	$ 28.70	**$ 110.70**
	With proof of correction by due date [4]	$10.00	$15.00										**$15.00**				$ 15.00		**$ 15.00**
4454 (a)	Registration card [3]	$30.50	$40.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$52.50**	$ 40.00	$ 14.00	$ 3.00	$ 109.50	$ 38.33	**$ 147.83**
	With proof of correction by due date [4]	$10.00	$15.00										**$15.00**				$ 15.00		**$ 15.00**
4457	Stolen, lost, or damaged/mutilated license plates [3]	$30.50	$40.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$52.50**	$ 45.00	$ 14.00	$ 3.00	$ 114.50	$ 40.08	**$ 154.58**
	With proof of correction by due date [4]	$10.00	$15.00										**$15.00**				$ 15.00		**$ 15.00**
4462 (B)	Evidence of registration/plates wrong vehicle [3]	$30.50	$40.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$52.50**	$ 40.00	$ 14.00	$ 3.00	$ 109.50	$ 38.33	**$ 147.83**
5200	Display of license plates/missing plate(s) [3]	$25.00	$35.00										**$35.00**	$ 25.00	$ 14.00	$ 3.00	$ 77.00	$ 26.95	**$ 103.95**
	With proof of correction by due date [4]	$10.00	$15.00										**$15.00**				$ 15.00		**$ 15.00**
5201	Improper positioning of plates [3]	$25.00	$35.00										**$35.00**	$ 25.00	$ 14.00	$ 3.00	$ 77.00	$ 26.95	**$ 103.95**
	With proof of correction by due date [4]	$10.00	$15.00										**$15.00**				$ 15.00		**$ 15.00**
5202	Period of display	$25.00	$35.00										**$35.00**	$ 25.00	$ 14.00	$ 3.00	$ 77.00	$ 26.95	**$ 103.95**
5204 (a)	No license tabs (month and/or year)/expired license tabs [3]	$25.00	$35.00										**$35.00**	$ 25.00	$ 14.00	$ 3.00	$ 77.00	$ 26.95	**$ 103.95**
	With proof of correction by due date [4]	$10.00	$15.00										**$15.00**				$ 15.00		**$ 15.00**
21113 (a)	Unlawful parking - Public grounds	$35.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$62.50**	$ 40.00	$ 14.00	$ 3.00	$ 119.50	$ 41.83	**$ 161.33**
21210	Bicycle Parking	$7.50	$25.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$37.50**	$ 12.00	$ 14.00	$ 3.00	$ 66.50	$ 23.28	**$ 89.78**
21211 (b)	Parked in bicycle path	$35.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$62.50**	$ 40.00	$ 14.00	$ 3.00	$ 119.50	$ 41.83	**$ 161.33**
22500 (a)	Parking or stopping within an intersection	$35.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$62.50**	$ 40.00	$ 14.00	$ 3.00	$ 119.50	$ 41.83	**$ 161.33**
22500 (b)	Parking or stopping on a crosswalk	$35.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$62.50**	$ 40.00	$ 14.00	$ 3.00	$ 119.50	$ 41.83	**$ 161.33**
22500 (c)	Parking or stopping in safety zone, sign or red curb	$35.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$62.50**	$ 40.00	$ 14.00	$ 3.00	$ 119.50	$ 41.83	**$ 161.33**
22500 (d)	Parking or stopping within 15ft of fire station driveway	$70.50	$85.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$97.50**	$ 75.00	$ 14.00	$ 3.00	$ 189.50	$ 66.33	**$ 255.83**
22500 (e)	Blocking driveway	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22500 (f)	Parking on sidewalk	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22500 (g)	Parking along excavation	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22500 (h)	Double parking	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22500 (i)	Parking in bus zone [5]	$305.50	$320.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$332.50**	$ 155.00	$ 14.00	$ 3.00	$ 504.50	$ 176.58	**$ 681.08**
22500 (j)	Parking in tunnel	$60.50	$75.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$87.50**	$ 65.00	$ 14.00	$ 3.00	$ 169.50	$ 59.33	**$ 228.83**
22500 (k)	Parking on a bridge	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22500 (l)	Blocking disabled access ramp [5]	$305.50	$320.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$65.00	**$397.50**	$ 155.00	$ 14.00	$ 3.00	$ 569.50	$ 199.33	**$ 768.83**
22500.1	Parking in a fire lane	$70.50	$85.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$97.50**	$ 75.00	$ 14.00	$ 3.00	$ 189.50	$ 66.33	**$ 255.83**
22502 (a)	Parking more than 18" from the curb	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22502 (e)	Curb parking - one way	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22505 (b)	State highway parking	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22507.8 (a)	Parking in disabled space without special identification [6]	$315.50	$375.00	$1.50	$1.50	$2.00	$3.00	$1.50	$50.00	$35.00	$3.00	$50.00	**$522.50**	$ 175.00	$ 14.00	$ 3.00	$ 714.50	$ 250.08	**$ 964.58**
40226	Cancellation of fine upon proof of valid disabled placard	$25.00	$25.00										**$25.00**	$ 25.00	$ 14.00	$ 3.00	$ 67.00	$ 23.45	**$ 90.45**
22507.8 (b)	Obstruct, block or bar access to disabled parking [6]	$315.50	$375.00	$1.50	$1.50	$2.00	$3.00	$1.50	$50.00	$35.00	$3.00	$50.00	**$522.50**	$ 175.00	$ 14.00	$ 3.00	$ 714.50	$ 250.08	**$ 964.58**
22507.8 (c)	Disabled parking boundary lines/crosshatched lines [6]	$315.50	$375.00	$1.50	$1.50	$2.00	$3.00	$1.50	$50.00	$35.00	$3.00	$50.00	**$522.50**	$ 175.00	$ 14.00	$ 3.00	$ 714.50	$ 250.08	**$ 964.58**
22510	Parking in snow removal areas	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22513	Tow trucks soliciting business (Misdemeanor)	$30.50	$40.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$52.50**	$ 35.00	$ 14.00	$ 3.00	$ 104.50	$ 36.58	**$ 141.08**
22514	Parking within 15ft of a fire hydrant	$70.50	$85.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$97.50**	$ 75.00	$ 14.00	$ 3.00	$ 189.50	$ 66.33	**$ 255.83**
22515	Unattended vehicles/setting brakes	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22516	Locked door/no escape	$45.50	$60.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$72.50**	$ 50.00	$ 14.00	$ 3.00	$ 139.50	$ 48.83	**$ 188.33**
22517	Vehicle door open to traffic	$70.50	$85.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$97.50**	$ 75.00	$ 14.00	$ 3.00	$ 189.50	$ 66.33	**$ 255.83**
22520	Stopping or parking on freeway	$30.50	$40.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$62.50**	$ 45.00	$ 14.00	$ 3.00	$ 124.50	$ 43.58	**$ 168.08**
22520.5a	Vending on freeway	$32.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$62.50**	$ 37.00	$ 14.00	$ 3.00	$ 116.50	$ 40.78	**$ 157.28**
22521	Parking on or near railroad track	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22522	Parking near sidewalk access ramps [3]	$305.50	$350.00	$1.50	$1.50	$2.00	$3.00	$1.50		$31.00	$3.00		**$393.50**	$ 155.00	$ 14.00	$ 3.00	$ 565.50	$ 197.93	**$ 763.43**
22523(a)	Abandonment prohibited [7]	$100.50	$115.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$20.00	**$147.50**	$ 125.00	$ 14.00	$ 3.00	$ 289.50	$ 101.33	**$ 390.83**
22523(b)	Abandonment prohibited [7]	$100.50	$115.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$20.00	**$147.50**	$ 125.00	$ 14.00	$ 3.00	$ 289.50	$ 101.33	**$ 390.83**
		$3,642.50	$4,410.00										**$5,423.50**						**$12,217.73**

1. California Vehicle Code Violations

Code Section	Description	Base Penalty	**Proposed Base Penalty**	LA COUNTY GC 76100 GC 76000(b) [1]	LA COUNTY GC 76101 GC 76000(b) [1]	LA COUNTY General Fund GC 76000(c/d) [1]	LA COUNTY GC70372(b) Critical Needs [2]	LA COUNTY GC70372(b) Court Facilities [2]	LA COUNTY PC 1465.5 DP State Linkage	CITY PC1465.6	LA COUNTY GC 76000.3 Trial Court [9]	LA COUNTY PC 1463.28 VC 40200.3 Bail Increase	**Total Penalty**	Late Payment Penalty	Late Admin Fee	DMV Hold Fee	Subtotal	Special Collection Fee 35%	**FY 2022 Proposed Fee**
22526(a)(b)	Anti-gridlock/blocking intersection [8]	$70.50	$85.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$97.50**	$ 75.00	$ 14.00	$ 3.00	$ 189.50	$ 66.33	**$ 255.83**
	2nd Violation	$170.50	$130.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$142.50**	$ 87.00	$ 14.00	$ 3.00	$ 246.50	$ 86.28	**$ 332.78**
	3rd Violation	$370.50	$325.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$337.50**	$ 187.00	$ 14.00	$ 3.00	$ 541.50	$ 189.53	**$ 731.03**
22951	Parking lots-street and alley parking (patron vehicle)	$50.50	$65.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$77.50**	$ 55.00	$ 14.00	$ 3.00	$ 149.50	$ 52.33	**$ 201.83**
23333	Stopping or parking in vehicular crossing	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$67.50**	$ 45.00	$ 14.00	$ 3.00	$ 129.50	$ 45.33	**$ 174.83**
25300	Emergency reflectors on disabled/parked vehicle	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$67.50**	$ 45.00	$ 14.00	$ 3.00	$ 129.50	$ 45.33	**$ 174.83**
27155	Fuel tank cap required	$22.50	$30.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$42.50**	$ 27.00	$ 14.00	$ 3.00	$ 86.50	$ 30.28	**$ 116.78**
31303(d)	Parking hazardous materials vehicle in residential area	$345.50	$385.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$397.50**	$ 175.00	$ 14.00	$ 3.00	$ 589.50	$ 206.33	**$ 795.83**
		$1,111.00	$1,130.00										$1,230.00						$2,783.70

[1] Pursuant to Government Code Section 76000, an assessment of $5.00 shall be added to each parking penalty, consisting of $2.50 assessed for the Courthouse Construction Fund and $2.50 assessed for the Criminal Justi

[2] Pursuant to Government Code Section 70372, an assessment of $4.50 shall be added to each penalty for violations of the California Vehicle Code and forwarded to Los Angeles County.

[3] Pursuant to California Vehicle Code Section 40225 (d), fifty (50% percent of the base penalty collected for an equipment or registration violation under section 40225 shall be paid to the State and the remaining portion

[4] Penalty upon proof of correction set by the California Vehicle Code Section 40225 (c).

[5] Minimum Parking penalty are set by California Vehicle Code Section 42001.5.

[6] Minimum Parking penalty are set by California Vehicle Code Section 42001.13.

[7] Minimum parking penalty are set by California Vehicle Code Section 22523 (c)

[8] Minimum parking penalty are set by California Vehicle Code Section 42001.1.

[9] Pursuant to Government Code Section 76000.3, an added penalty of $3.00 shall be imposed to each parking penalty. Payment of all monies collected are forwarded to the Los Angeles County for distribution.

2. Los Angeles County Code Violations

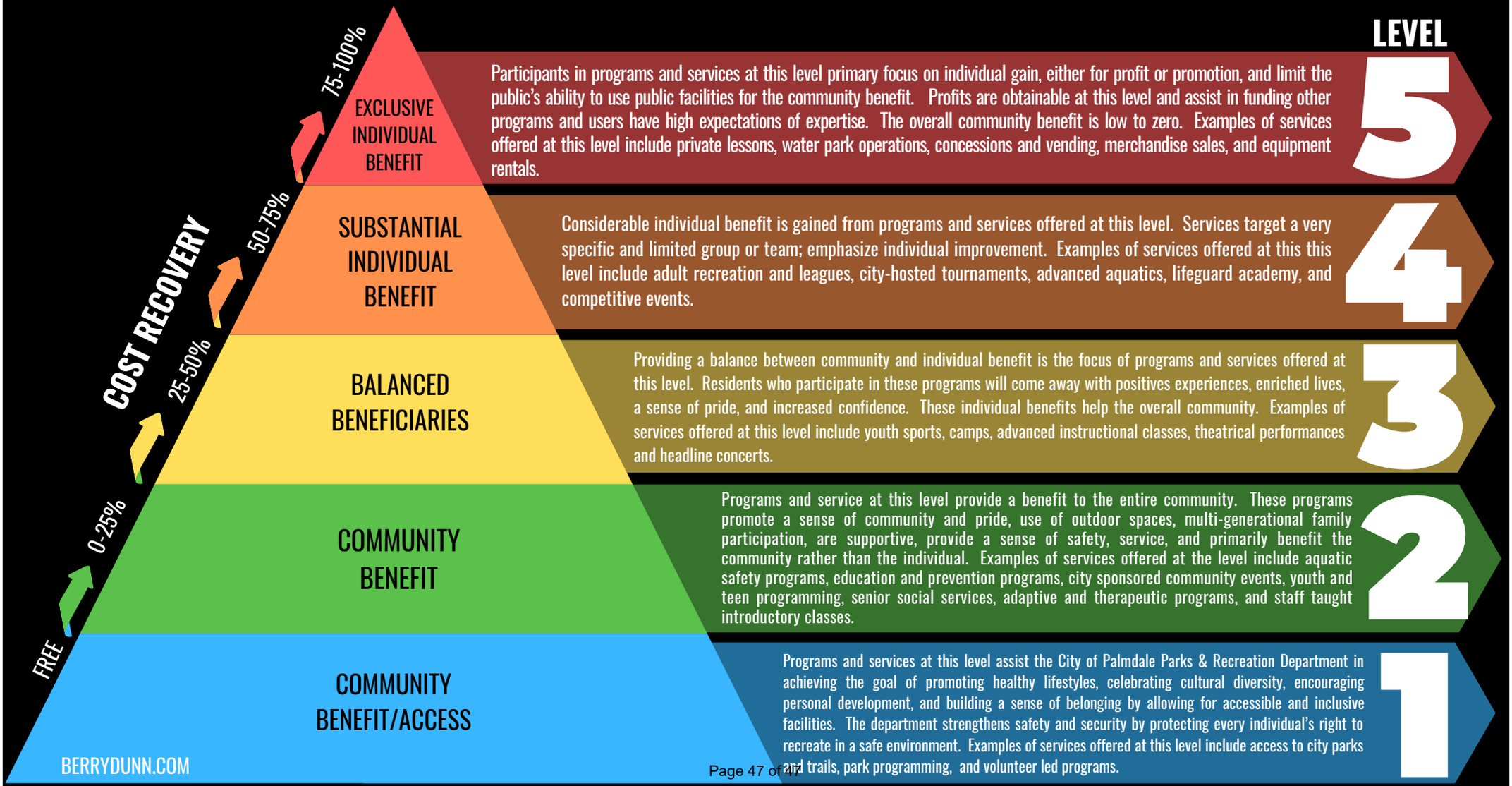
Code Section	Description	Base Penalty	**Proposed Base Penalty**	LA COUNTY GC 76100 GC 76000(b) [1]	LA COUNTY GC 76101 GC 76000(b) [1]	General Fund GC 76000(c/d) [1]	LA COUNTY GC70372(b) Critical Needs [2]	LA COUNTY GC70372(b) Court Facilities [2]	LA COUNTY PC 1465.5 DP State Linkage	CITY PC1465.6	LA COUNTY GC 76000.3 Trial Court [9]	LA COUNTY PC 1463.28 VC 40200.3 Bail Increase	**Total Penalty (New)**	Late Payment Penalty	Late Admin Fee	DMV Hold Fee	**Subtotal**	Special Collection Fee 35%	**FY 2022 Proposed Fee**
15.20.070	Failure to obey traffic signs	$45.50	$60.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$87.50**	$ 65.00	$ 14.00	$ 3.00	**$ 169.50**	$ 59.33	$ 228.83
15.20.130	Parking space markings	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$77.50**	$ 55.00	$ 14.00	$ 3.00	**$ 149.50**	$ 52.33	$ 201.83
15.44.120B	Parking in a non-designated parking area	$43.50	$60.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$72.50**	$ 48.00	$ 14.00	$ 3.00	**$ 137.50**	$ 48.13	$ 185.63
15.44.140	Failure to park in designated parking areas	$33.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$72.50**	$ 48.00	$ 14.00	$ 3.00	**$ 137.50**	$ 48.13	$ 185.63
15.44.150	Use of restricted parking space by unauthorized person	$33.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$72.50**	$ 48.00	$ 14.00	$ 3.00	**$ 137.50**	$ 48.13	$ 185.63
15.44.160	Vehicle maintenance in public parking areas	$33.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$72.50**	$ 48.00	$ 14.00	$ 3.00	**$ 137.50**	$ 48.13	$ 185.63
15.52.040	Bicycle lanes-unauthorized parking	$33.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$72.50**	$ 48.00	$ 14.00	$ 3.00	**$ 137.50**	$ 48.13	$ 185.63
15.64.010	Parking time limits	$33.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$72.50**	$ 48.00	$ 14.00	$ 3.00	**$ 137.50**	$ 48.13	$ 185.63
15.64.020	Commercial loading zones	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.030	Parking time limit - post office	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$77.50**	$ 55.00	$ 14.00	$ 3.00	**$ 149.50**	$ 52.33	$ 201.83
15.64.040	Parking at mail box	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$77.50**	$ 55.00	$ 14.00	$ 3.00	**$ 149.50**	$ 52.33	$ 201.83
15.64.050	Commercial parking 2am-6am in residential zone (over 10,000 lbs. vehicle weight)	$40.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$77.50**	$ 60.00	$ 14.00	$ 3.00	**$ 154.50**	$ 54.08	$ 208.58
15.64.052	Commercial parking in residential zone by vehicle over 10,000 lbs. (anytime)	$245.50	$250.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$262.50**	$ 125.00	$ 14.00	$ 3.00	**$ 404.50**	$ 141.58	$ 546.08
15.64.100	Disconnected trailer on highway	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.110	Parking in posted bus loading zone	$235.50	$250.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$277.50**	$ 130.00	$ 14.00	$ 3.00	**$ 424.50**	$ 148.58	$ 573.08
15.64.120	Parking in passenger loading zone (3 minutes max)	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.130	No parking in alleys	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.140	Posted temporary no parking area	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.210	Unattended vehicle with key in ignition	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$77.50**	$ 55.00	$ 14.00	$ 3.00	**$ 149.50**	$ 52.33	$ 201.83
15.64.220	Parking on steep grades without turning wheels into the curb	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$77.50**	$ 55.00	$ 14.00	$ 3.00	**$ 149.50**	$ 52.33	$ 201.83
15.64.230	Parallel parking - over 18" from the curb	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$77.50**	$ 55.00	$ 14.00	$ 3.00	**$ 149.50**	$ 52.33	$ 201.83
15.64.240	Angle parking on highway between lines	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$77.50**	$ 55.00	$ 14.00	$ 3.00	**$ 149.50**	$ 52.33	$ 201.83
15.64.250	Double parking	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.260	No parking anytime posted or red curb	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.270	Parking on private/public property w/o consent	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.271	Parking in front yard	$53.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.280	Parking wrong side of street - dual roadway	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.290	Parking in parkway	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.300	Blocking street or highway	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.310	Unattended vehicle transporting hazardous materials	$285.50	$300.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$65.00	**$377.50**	$ 177.00	$ 14.00	$ 3.00	**$ 571.50**	$ 200.03	$ 771.53
15.64.320	Blocking driveway on private street	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.350	Parked creating a traffic hazard	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.360	Posted no parking adjacent to school	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.370	Parking within 15 ft. of private road fire hydrant	$65.50	$80.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$5.00	**$97.50**	$ 75.00	$ 14.00	$ 3.00	**$ 189.50**	$ 66.33	$ 255.83
15.64.390	Parking in assigned parking spaces	$45.50	$60.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.440	Parking at assigned taxicab stands	$35.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$62.50**	$ 40.00	$ 14.00	$ 3.00	**$ 119.50**	$ 41.83	$ 161.33
15.76.080	Driving or riding vehicles on sidewalk	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
17.04.370	Parks - Unauthorized parking	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
19.04.980	Airports - Unauthorized parking	$50.50	$65.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$77.50**	$ 55.00	$ 14.00	$ 3.00	**$ 149.50**	$ 52.33	$ 201.83
19.04.990	Airports - Unauthorized clean/repair	$50.50	$65.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$77.50**	$ 55.00	$ 14.00	$ 3.00	**$ 149.50**	$ 52.33	$ 201.83

3. Palmdale Municipal Code Violations

Code Section	Description	Base Penalty	**Proposed Base Penalty**	LA COUNTY GC 76100 GC 76000(b) [1]	LA COUNTY GC 76101 GC 76000(b) [1]	LA COUNTY General Fund GC 76000(c/d) [1]	LA COUNTY GC70372(b) Critical Needs [2]	LA COUNTY GC70372(b) Court Facilities [2]	LA COUNTY PC 1465.5 DP State Linkage	CITY PC1465.6	LA COUNTY GC 76000.3 Trial Court [3]	LA COUNTY PC 1463.28 VC 40200.3 Bail Increase	**Total Penalty**	Late Payment Penalty	Late Admin Fee	DMV Hold Fee	**Subtotal**	Special Collection Fee 35%	**FY 2022 Proposed**
8.36.060(A)(10)(a)	Parking vehicle on residential lot - front yard	$53.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 58.00	$ 14.00	$ 3.00	**$ 157.50**	$ 55.13	**$ 212.63**
(b)	Parking recreational vehicle on front yard	$53.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 82.50**	$ 58.00	$ 14.00	$ 3.00	**$ 157.50**	$ 55.13	**$ 212.63**
(c)	Parking vehicle on residential lot - side yard	$53.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 82.50**	$ 58.00	$ 14.00	$ 3.00	**$ 157.50**	$ 55.13	**$ 212.63**
(d)	Parking recreational vehicle on side yard	$53.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 82.50**	$ 58.00	$ 14.00	$ 3.00	**$ 157.50**	$ 55.13	**$ 212.63**
10.04.040	No commercial parking in residential zone (more than 10,000 lbs)	$245.50	$250.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 262.50**	$ 125.00	$ 14.00	$ 3.00	**$ 404.50**	$ 141.58	**$ 546.08**
10.04.050	No commercial truck off designated truck route (more than 10,000 lbs)	$245.50	$250.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 262.50**	$ 125.00	$ 14.00	$ 3.00	**$ 404.50**	$ 141.58	**$ 546.08**
10.04.080	Shopping center traffic/fire access lanes	$63.50	$75.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 87.50**	$ 68.00	$ 14.00	$ 3.00	**$ 172.50**	$ 60.38	**$ 232.88**
10.04.150	RV, trailer, boat, camper parked over 72 hours - residential zone	$60.50	$75.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 87.50**	$ 65.00	$ 14.00	$ 3.00	**$ 169.50**	$ 59.33	**$ 228.83**
12.24.020 (A)	Parking vehicle posted for sale	$60.50	$75.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 87.50**	$ 65.00	$ 14.00	$ 3.00	**$ 169.50**	$ 59.33	**$ 228.83**
(B)	Painting/repairing vehicle in street	$60.50	$75.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 87.50**	$ 65.00	$ 14.00	$ 3.00	**$ 169.50**	$ 59.33	**$ 228.83**
(C)	Commercial washing of vehicle	$60.50	$75.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 87.50**	$ 65.00	$ 14.00	$ 3.00	**$ 169.50**	$ 59.33	**$ 228.83**
Title 17 §87.04 B	Commercial vehicle in residential zone (over 10,000 lbs)	$245.50	$250.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 262.50**	$ 125.00	$ 14.00	$ 3.00	**$ 404.50**	$ 141.58	**$ 546.08**

CITY OF PALMDALE
PARKS & RECREATION

Palmdale's Parks & Recreation Department offers premier services to residents in the City of Palmdale. Our parks, recreation facilities, programs and events strengthen community image and enhance the quality of life enjoyed by Palmdale's residents. To become a leader in the development of Palmdale's future, the Parks & Recreation Department contributes to our economic growth through development of unique facilities that provide diverse programs and events, not offered elsewhere in the region. We provide events that bring people together, thereby encouraging community pride and making our City an attractive place to live. We strive to create a healthy community for families and individuals by preventing crime, while improving youth resilience. Our programs are offered in a non-competitive environment to help build character, encourage self-esteem, and emphasize on the importance of good sportsmanship. Our special use facilities support economic development by attracting residents and businesses, as well as tourists. Our department strives to demonstrate the benefits of Parks and Recreation and continues to be recognized as an essential service to our City Council and the Palmdale community,



BERRYDUNN.COM

City Council Staff Report

DATE: **AUGUST 3, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER'S OFFICE – FINANCE DIVISION**

DISTRICT: **4**

SUBJECT: **ADOPT RESOLUTION NO. CC 2022-084, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING A PLAN OF FINANCE FOR THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY SOLID WASTE DISPOSAL REVENUE BONDS (WASTE MANAGEMENT, INC. PROJECT) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $355,000,000 FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO SOLID WASTE DISPOSAL FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO**

ISSUE

Adopt Resolution No. CC 2022-084, a Resolution of the City Council of the City of Palmdale approving a plan of finance for the issuance of the California Municipal Finance Authority revenue bonds (Waste Management Project) in an aggregate amount not to exceed $355,000,000 as part of a plan to finance certain qualified solid waste disposal facility projects. A portion of the principal amount of the Bonds, in an amount not to exceed $25,000,000, will be used to finance the following projects (collectively, the "Project") located within the City of Palmdale (the "City") at Palmdale Landfill, 1200 W. City Ranch Road, Palmdale, California, 93551.

RECOMMENDATION

Adopt Resolution No. CC 2022-084, a Resolution of the City Council of the City of Palmdale approving a plan of finance for the issuance of the California Municipal Finance Authority revenue bonds (Waste Management Project) in an aggregate amount not to exceed $355,000,000 as part of a plan to finance certain qualified solid waste disposal facility projects. A portion of the principal amount of the Bonds, in an amount not to exceed $25,000,000, will be used to finance the Project located within the City at Palmdale Landfill, 1200 W. City Ranch Road, Palmdale, California, 93551.

BACKGROUND

USA Waste of California, Inc., a corporation duly organized and existing under the laws of the State of Delaware, Antelope Valley Recycling and Disposal Facility, Inc., a corporation duly organized and existing under the laws of the State of California, Waste Management, Inc., a corporation duly organized and existing under the laws of the State

of Delaware, and/or affiliates thereof (collectively, the "Borrower"), have requested that the California Municipal Finance Authority (the "Authority") issue exempt facility revenue bonds in one or more series from time to time in an aggregate principal amount not to exceed $355,000,000 (the "Bonds") as part of a plan of finance to finance certain qualified solid waste disposal facility projects pursuant to section 142(a)(6) of the Internal Revenue Code of 1986 (the "Code").

A portion of the principal amount of the Bonds, in an amount not to exceed $25,000,000, will be used to finance the following projects located within the City of Palmdale at Palmdale Landfill, 1200 W. City Ranch Road, Palmdale, California, 93551: (a) improvements to existing landfill facilities, including but not limited to (i) construction of new disposal cells and liners within currently permitted acreage, (ii) additions and improvements to the leachate collection and treatment system, including leachate trenching, (iii) additions and improvements to the methane gas systems, including collection, processing and treatment systems for the capture, conversion and/or distribution of landfill gas, (iv) installation of new liners for intermittent and final closure of completed sections of the landfill facilities, (v) site and/or land improvements, and construction of building facilities, (vi) acquisition of equipment to be used at the landfill facilities, and (vii) acquisition of equipment, land and other assets necessary to support the foregoing additions and improvements and to place them into service; and (b) improvements to existing collection (hauling) and transfer station facilities, including but not limited to (i) acquisition of solid waste disposal and recycling trucks and support vehicles, (ii) acquisition of solid waste disposal and recycling containers and related equipment, (iii) acquisition of solid waste sorting and processing and recycling equipment, (iv) site and/or land improvements, (v) the construction of one or more buildings for supporting operations of the Project and (vi) acquisition of other equipment and assets necessary to support the foregoing improvements and place them into service.

DISCUSSION

The CMFA is a political subdivision of the state of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt and taxable conduit bonds for public and private entities throughout California. The CMFA is authorized to issue bonds to promote economic development and public benefit. It has issued over $25 billion of bonds for more than 330 jurisdictions within the State of California. To initiate such financing and for the Borrower to obtain financing, the City must conduct a public hearing and approve the CMFA's issuance of indebtedness.

Approval by the government jurisdiction in which the proposed facilities are located is a requirement of Section 147(f) of the Internal Revenue Code of 1986 (IRS Code).

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain

clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

FISCAL IMPACT

CMFA is the issuer of the Bonds. The Bonds are not an obligation of the City. The City bears no cost for the issuance of the proposed Bonds and no administrative burden for ongoing reporting and disclosure.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Janelle Samson, Director of Finance
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Resolution No. CC 2022-084

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-084

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING A PLAN OF FINANCE FOR THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY SOLID WASTE DISPOSAL REVENUE BONDS (WASTE MANAGEMENT, INC. PROJECT) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $355,000,000 FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO SOLID WASTE DISPOSAL FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, USA Waste of California, Inc., a corporation duly organized and existing under the laws of the State of Delaware, Antelope Valley Recycling and Disposal Facility, Inc., a corporation duly organized and existing under the laws of the State of California, Waste Management, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and/or affiliates thereof (collectively, the "Borrower"), have requested that the California Municipal Finance Authority (the "Authority") issue exempt facility revenue bonds in one or more series from time to time in an aggregate principal amount not to exceed $355,000,000 (the "Bonds") as part of a plan of finance to finance certain qualified solid waste disposal facility projects pursuant to section 142(a)(6) of the Internal Revenue Code of 1986 (the "Code");

WHEREAS, a portion of the principal amount of the Bonds, in an amount not to exceed $25,000,000, will be used to finance the following projects (collectively, the "Project") located within the City of Palmdale (the "City") at Palmdale Landfill, 1200 W. City Ranch Road, Palmdale, California, 93551: (a) improvements to existing landfill facilities, including but not limited to (i) construction of new disposal cells and liners within currently permitted acreage, (ii) additions and improvements to the leachate collection and treatment system, including leachate trenching, (iii) additions and improvements to the methane gas systems, including collection, processing and treatment systems for the capture, conversion and/or distribution of landfill gas, (iv) installation of new liners for intermittent and final closure of completed sections of the landfill facilities, (v) site and/or land improvements, and construction of building facilities, (vi) acquisition of equipment to be used at the landfill facilities, and (vii) acquisition of equipment, land and other assets necessary to support the foregoing additions and improvements and to place them into service; and (b) improvements to existing collection (hauling) and transfer station facilities, including but not limited to (i) acquisition of solid waste disposal and recycling trucks and support vehicles, (ii) acquisition of solid waste disposal and recycling containers and related equipment, (iii) acquisition of solid waste sorting and processing and recycling equipment, (iv) site and/or land improvements, (v) the construction of one or more buildings for supporting operations of the Project and (vi) acquisition of other equipment and assets necessary to support the foregoing improvements and place them into service; and

WHEREAS, the Project will be initially owned and/or operated by the Borrower; and

WHEREAS, the remaining principal amount of the Bonds (the "Remaining Amount"), is intended to be used to finance similar projects of the Borrower located in other cities and counties (the "Remaining Projects"), and the issuance of such Remaining Amount of Bonds to finance such Remaining Projects is subject to the approval of the elected representatives in the applicable cities or counties (the "Other Elected Representatives"); and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by an applicable elected representative of a governmental unit within the territorial limits of which the Project is situated; and

WHEREAS, the Project is situated wholly within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "Council") is the elected legislative body of the City and is an "applicable elected representative" of the City; and

WHEREAS, the Authority has requested that the Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, the Authority has advised that the Bonds may be issued pursuant to a "plan of finance" and that, for purposes of this resolution, the plan of finance consists of a general plan of the Authority and the Borrower to monitor capital markets and the capital needs of the Borrower within the City and, if market conditions warrant, issue one or more additional series of Bonds in an aggregate principal amount not to exceed $355,000,000 to finance the Project and the Remaining Projects within the three-year period commencing on the date of the issuance of the first series of Bonds pursuant to this resolution; and

WHEREAS, pursuant to Section 147(f) of the Code and Section 6586.5 of the Government Code of the State of California, the City has, following notice duly given, held a public hearing regarding the Project and the plan of finance for the issuance of the Bonds, and the Council now desires to approve the Project and the plan of finance for the issuance of the Bonds by the Authority;

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Council hereby approves the plan of finance for the issuance of the Bonds by the Authority. It is the purpose and intent of the Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement. Notwithstanding the foregoing, the Council's approval of the issuance of the Remaining Amount of the Bonds to finance the Remaining Projects is hereby granted solely to comply with the requirements of said Section 147(f) and said Section 4, and is otherwise fully conditioned upon and subject to the public approval thereof by Other Elected Representatives, and would not be granted by this Council without the public approval by such Other Elected Representatives prior to the issuance of the Bonds.

SECTION 3. The City finds that the actions authorized hereby regarding the financing of the Project will result in more efficient delivery of City services to residential and commercial development to produce significant public benefits.

SECTION 4. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

SECTION 5. The Clerk shall forward a certified copy of this Resolution to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111

SECTION 6. This resolution shall take effect immediately upon its adoption.

PASSED, **APPROVED** and **ADOPTED** this 3rd day of August, 2022.

APPROVED AS TO FORM:

_____
Scott E. Porter
Acting City Attorney

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Shanae S. Smith, City Clerk

I, Shanae Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 3rd day of August, 2022 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____

Shanae S. Smith, City Clerk

ANTELOPE VALLEY PRESS

37404 SIERRA HWY, PALMDALE, CA 93550
Telephone (661) 267-4112 / Fax (661) 947-4870

This space for filing stamp only

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:
TEFRA NOTICE - CMFA WASTE MANAGEMENT 2022, CITY OF PALMDALE

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the ANTELOPE VALLEY PRESS, a newspaper published in the English language in the city of LANCASTER, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 04/11/1956, Case No. 657770. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

07/13/2022

Executed on: 07/13/2022
At PALMDALE ,CA

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

Signature

Email

* A 0 0 0 0 0 6 0 6 7 1 6 3 *

CNS#: 3604227

NOTICE OF PUBLIC HEARING

NOTICE IS HEREEY GIVEN that on Wednesday, August 3, 2022, the City of Palmdale (the "City") will hold a public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to the proposed issuance by the California Municipal Finance Authority (the "Authority") of qualified solid waste disposal facility bonds pursuant to section 142(a)(6) of the Code in an aggregate principal amount not to exceed $355,000,000 (the "Bonds"). The Bonds will be part of a plan of finance, and may be issued in one or more series from time to time over a period of multiple years.

A portion of the principal amount of the Bonds, in an amount not to exceed $25,000,000, will be used to finance the following projects (collectively, the "Project") located in the City at Palmdale Landfill, 1200 W. City Ranch Road, Palmdale, California 93551: (a) improvements to existing landfill facilities, including but not limited to (i) construction of new disposal cells and liners within currently permitted acreage, (ii) additions and improvements to the leachate collection and treatment system, including leachate trenching, (iii) additions and improvements to the methane gas systems, including collection, processing and treatment systems for the capture, conversion and/or distribution of landfill gas, (iv) installation of new liners for intermittent and final closure of completed sections of the landfill facilities, (v) site and/or land improvements, and construction of building facilities, (vi) acquisition of equipment to be used at the landfill facilities, and (vii) acquisition of equipment, land and other assets necessary to support the foregoing additions and improvements and to place them into service; and (b) improvements to existing collection (hauling) and transfer station facilities, including but not limited to (i) acquisition of solid waste disposal and recycling trucks and support vehicles, (ii) acquisition of solid waste disposal and recycling containers and related equipment, (iii) acquisition of solid waste sorting and processing and recycling equipment, (iv) site and/or land improvements, (v) the construction of one or more buildings for supporting operations of the Project and (v) acquisition of other equipment and assets necessary to support the foregoing improvements and place them into service. The Project will initially be owned and/or operated by USA Waste of California, Inc., Antelope Valley Recycling and Disposal Facility, Inc., Waste Management, Inc., and/or an affiliate thereof (collectively the "Borrower").

The remaining principal amount of the Bonds is intended to be used to finance similar projects of the Borrower located in other cities and counties. The issuance of such remaining principal amount of Bonds to finance such other projects is subject to the approval of the elected representatives in the applicable cities or counties.

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the City, the Authority, the State of California or any other political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

The hearing will commence at 7:00 p.m. or as soon thereafter as the matter can be heard at the City Council Chambers, 38300 Sierra Highway, Suite B, Palmdale, California 93550.

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (661) 267-5151 at least 72 hours prior to the meeting.

If you require oral Spanish translation, please contact the City Clerk's Office at (661) 267-5151 at least 72 hours prior to the meeting.

Dated: July 13, 2022
7/13/22

CNS-3604227#

City Council Staff Report

DATE: **AUGUST 3, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT PLANNING DIVISION**

DISTRICT: **ALL**

SUBJECT: **INTRODUCE AND ADOPT ORDINANCE NO. 1592, AMENDING SECTION 5.04.670 (TOBACCO/SMOKING PRODUCT RETAILER) OF CHAPTER 5.04 (BUSINESS REGULATION) OF TITLE 5 (BUSINESS LICENSES, TAXES, AND REGULATION) OF THE PALMDALE MUNICIPAL CODE TO BAN FLAVORED TOBACCO PRODUCTS**

ISSUE

Introduce and Adopt Ordinance No. 1592, amending section 5.04.670 (Tobacco/Smoking Product Retailer) of Chapter 5.04 (Business Regulation) of Title 5 (Business Licenses, Taxes and Regulation) of the Palmdale Municipal Code banning Flavored Tobacco Products.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and then introduce and adopt ordinance No. 1592.

BACKGROUND

Tobacco use is one of the leading causes of preventable death in the United States. Electronic cigarettes use flavored nicotine that is sold and consumed in thousands of flavors that appeal to youth, such as bubblegum and cotton candy. These flavors hide the harshness of nicotine, making initiation of nicotine use more appealing to youth. It is the purpose and intent of the City to provide for the public health, safety and welfare of the community, particularly youth, by prohibiting the sale or distribution of flavored tobacco products.

On December 3, 2019, the City Council adopted Ordinance No. 1535, prohibiting the sale of flavored electronic cigarette and tobacco products in the City of Palmdale. However, to accommodate the sale of a tobacco retailer's existing stock of flavored electronic cigarette and tobacco products, to adjust inventories and accommodate the tobacco retailer's substitution of alternative products for sale, the City Council delayed implementation of this ordinance. Due to the impact of Covid-19 this delay was extended on July 14, 2020 with Ordinance No. 1548 and again on March 2, 2021 with Ordinance No. 1560.

In August 2020, Senate Bill 793 passed which prohibited the sale of flavored tobacco in the State of California. In addition, a referendum, the California Flavored Tobacco Products Ban, qualified for the ballot as a veto referendum which suspended SB 793 until after the November 8, 2022 statewide general election.

On February 16, 2022, the City Council conducted a Public Hearing for proposed ordinance No. 1580 continuing a temporary suspension of PMC Section 5.04.670(H)(4) of the Palmdale Municipal Code, prohibiting the sale of flavored electronic cigarette products, until February 1, 2023. The City Council did not conduct a vote for proposed Ordinance No. 1580, thus ending the extensions and implementing the original ordinance No. 1535, prohibiting the sale of flavored electronic cigarette and tobacco products.

DISCUSSION

Proposed Ordinance No. 1592 amends Title 5 (Business Licenses, Taxes and Regulation) Chapter 5.04 (Business Regulation) Section 5.04.670 (Tobacco/Smoking Product Retailer) of the Palmdale Municipal Code regarding the sale and distribution of Flavored Tobacco Products. "Flavored tobacco product" shall mean tobacco/smoking products containing, as a constituent or additive, an artificial or natural flavor of an herb or spice which emit a taste or smell, other than the taste or smell of tobacco, including but not limited to mint, menthol, spearmint, wintergreen, strawberry, grape, orange, clove, cinnamon, pineapple, vanilla, coconut, licorice, cocoa, chocolate, cherry, candy, dessert, alcoholic beverages, or coffee, that is a characterizing flavor of the product, or the smoke or vapor produced by the product. Flavored tobacco product does not include premium cigars, shisha, loose leaf tobacco, or products approved by the Food and Drug Administration for sale as a tobacco cessation product or other therapeutic purposes, where the product is marketed and sold solely for such an approved purpose. This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines because there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs.§ 15061(b)(3)).

If approved, the ordinance shall commence on January 1, 2023, making the sale or distribution of flavored tobacco products prohibited, and no permit shall be issued under this section to any such activity. This ordinance shall become effective on August 12, 2022. The changes to the municipal code caused by this ordinance shall take effect on January 2, 2023, unless the referendum against SB 793 should fail, in which case this ordinance shall not have any effect, and the municipal code shall remain unchanged.

FISCAL IMPACT

Minimal loss of sales tax revenue generated from sales of Flavored Tobacco Products.

STRATEGIC PLAN

Goal I: Maintain effective public safety and protection for life, property, and the environment.

A. Provide comprehensive and innovative safety services to prevent crime and promote a safe community.

Prepared by:	Zach Glynn, Management Analyst I
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

Ordinance No. 1592

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1592

AN ORDINANCE OF THE CITY COUNCIL AMENDING SECTION 5.04.670 (TOBACCO/SMOKING PRODUCT RETAILER) OF CHAPTER 5.04 (BUSINESS REGULATION) OF TITLE 5 (BUSINESS LICENSES, TAXES, AND REGULATION) OF THE PALMDALE MUNICIPAL CODE TO BAN FLAVORED TOBACCO PRODUCTS

WHEREAS, tobacco use is one of the leading causes of preventable death in the United States. Electronic cigarettes use flavored nicotine that is sold and consumed in thousands of flavors that appeal to youth, such as bubblegum and cotton candy. These flavors hide the harshness of nicotine, making initiation of nicotine use more appealing to youth. It is the purpose and intent of this Division to provide for the public health, safety and welfare of the community, particularly youth, by prohibiting the sale or distribution of flavored tobacco products; and

WHEREAS, this ordinance is intended to prohibit the sale or distribution of flavored tobacco.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council of the City of Palmdale finds and declares that the Recitals set forth above are true and correct and are incorporated herein by this reference.

SECTION 2. Section 5.04.670 (Tobacco/Smoking Product Retailer) of Chapter 5.04 (Business Regulation) of Title 5 (Business Licenses, Taxes, and Regulation) of the Palmdale Municipal Code shall be amended as follows:

(A) Definitions. For the purpose of this section, the following terms shall have the following meanings:

(1) “Arm’s length transaction” means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, corporate or other entities which have some or all of the same directors and/or principals, or any sale for which a significant purpose is avoiding the effect of the violations of this section, is not an arm’s length transaction.

(2) “Drug paraphernalia” shall have the definition set forth in California Health and Safety Code Sections 11014.5 and 11364.5, as those sections may be amended from time to time.

(3) “Electronic cigarette” shall mean an electronic and/or battery-operated device that can deliver an inhalable dose of nicotine to the user. “Electronic cigarette” includes any product meeting this definition, regardless of whether it is manufactured, distributed, marketed, or sold as an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, electronic vape, vaporizer or any other product name or descriptor.

(4) “Flavored tobacco product” shall mean tobacco/smoking products containing, as a constituent or additive, an artificial or natural flavor of an herb or spice which emit a taste or smell, other than the taste or smell of tobacco, including but not limited to mint, menthol, spearmint, wintergreen, strawberry, grape, orange, clove, cinnamon, pineapple, vanilla, coconut, licorice, cocoa, chocolate, cherry, candy, dessert, alcoholic beverages, or coffee, that is a characterizing flavor of the product, or the smoke or vapor produced by the product. Flavored tobacco product does not include premium cigars, shisha, loose leaf tobacco, or products approved by the Food and Drug Administration for sale as a tobacco cessation product or other therapeutic purposes, where the product is marketed and sold solely for such an approved purpose.

(5) Premium cigars means any cigar that is handmade, has a wrapper that is made entirely from whole tobacco leaf, and has a wholesale price of no less than twelve dollars ($12). A premium cigar does not have filter, tip, or nontobacco mouthpiece.

(6) “Proprietor” means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a 10 percent or greater interest in the stock, assets or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have, or can or does share, ultimate control over the day-to-day operations of a business.

(7) “Self-service display” means the open display or storage of tobacco products, smoking products or tobacco/smoking paraphernalia in a manner that is physically accessible in any way to the general public without assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

(8) Shisha means a tobacco product that is mixed with molasses, honey, fruit or dried fruits and is sold for use in a hookah.

(9) “Smoking product” means any substance produced or sold to be used for smoking, ingestion or consumption in cigarettes, electronic cigarettes, cigars, pipes, hookahs, or other similar objects.

(10) “Tobacco product” means (a) any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, snus, bidis, or any other preparation of tobacco; and (b) any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco product dependence.

(11) “Tobacco/smoking paraphernalia” means cigarette papers or wrappers, blunt wraps as defined in Section 308 of the Penal Code, pipes, holders of smoking materials of all types, cigarette rolling machines, and any other instrument or paraphernalia designed for the smoking, preparation, storing, ingestion or consumption of tobacco and other smoking products.

(12) “Tobacco/smoking product retailer” means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, in public view, tobacco, tobacco/smoking products or tobacco/smoking paraphernalia. Any person who distributes free or low-cost samples of tobacco products, smoking products or tobacco/smoking paraphernalia shall be deemed to be a tobacco/smoking product retailer under this chapter. “Tobacco/smoking product retailing” shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco, tobacco or smoking product, or tobacco or smoking paraphernalia sold, offered for sale, exchanged or offered for exchange.

(13) “Vending machine” as used in this section shall mean a machine, appliance, or other mechanical device operated by currency, token, debit card, credit card, or any other form of payment that is designed or used for vending purposes, including, but not limited to, machines or devices that use remote control locking mechanisms.

(14) “Youth decoy” means a person under the age of 18 who is used by the Los Angeles County Sheriff’s Department or any City official or employee authorized to enforce provisions of this chapter to conduct random on-site sting investigations to determine compliance with tobacco retailing laws.

(B) Permits Required.

(1) Any person intending to act as a tobacco/smoking product retailer shall, within one year of the effective date of the ordinance codified in this section, obtain a tobacco/smoking product retailer permit for each location at which tobacco/smoking

product retailing is to occur. This applies to all existing and future tobacco/smoking product retailers in the City.

(2) It shall be unlawful for any person to act as a tobacco/smoking product retailer in the City without first obtaining and maintaining a valid tobacco/smoking product retailer's permit pursuant to this section for each location at which that activity is to occur.

(3) The sale of tobacco/smoking products or tobacco/smoking paraphernalia from other than a fixed location, including but not limited to tobacco/smoking product retailing by persons on foot or from vehicles, is prohibited and no permit shall be issued under this section to any such activity.

(4) Commencing on January 1, 2023, the sale or distribution of flavored tobacco products is prohibited, and no permit shall be issued under this section to any such activity.

(5) Nothing in this section shall be construed to grant any person obtaining and maintaining a tobacco/smoking product retailer's permit any status or right other than the limited conditional privilege to act as a tobacco/smoking product retailer at the location in the City identified in the permit application and/or on the face of the permit. Nothing in this chapter is intended to be construed to render inapplicable, supersede, or affect any other provision of applicable law, including but not limited to any provision of this code, or any condition or limitation on smoking in an enclosed place of employment pursuant to California Labor Code Section 6404.5.

(6) No permit shall be issued to authorize a tobacco/smoking product retailer at a location that is permitted under state law to serve alcoholic beverages for consumption on the premises (e.g., an "on sale" license issued by the California Department of Alcoholic Beverage Control) and no permit shall issue to authorize a tobacco/smoking product retailer at any location offering food for sale for consumption by guests on the premises.

(C) Applications. In addition to the information requirement by PMC 5.04.140, the application for a tobacco/smoking product retailer permit shall contain the following information:

(1) Proof that the location for which a tobacco/smoking product retailer permit is sought has been issued a valid state tobacco/smoking product retailer's permit by the California Board of Equalization.

(2) A signed affirmation by each proprietor that the proprietor is informed of the laws affecting tobacco/smoking product retailer permits. No proprietor may rely on the issuance of a permit as a determination by the City that the proprietor has complied with all laws applicable to tobacco/smoking product retailing.

(3) Whether or not any proprietor or any agent admitted violating or has been found to have violated this section and, if so, the dates and locations of all such violations within the previous five years.

(4) Each permit application must be accompanied by the required permit fee, established from time to time by resolution of the City Council. The fee shall be calculated so as to recover the total cost of both permit administration and permit enforcement, including, for example, issuing the permit, administering the permit program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the costs of the regulatory program authorized by this section. Fees are nonrefundable except as may be required by law.

(5) Such other information as the Director deems necessary for the administration or enforcement of this section as specified on the application form required by this section.

(6) A permitted tobacco/smoking product retailer shall inform the Director in writing of any change in the information submitted on an application for a tobacco/smoking product retailer's permit within 10 business days of a change.

(7) All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (California Government Code Section 6250 et seq.) or any other applicable law, subject to the law's exemptions.

(8) A statement signed by each proprietor that no drug paraphernalia is or will be sold at the business seeking the permit.

(D) Issuance and Renewal of Permit.

(1) Except as otherwise provided herein, upon receipt of a complete application for a tobacco/smoking product retailer's permit and the payment of the applicable permit fee, the Director shall issue a permit unless substantial evidence demonstrates that one or more of the following bases for denial exists:

(a) One or more of the bases for denial listed in PMC 5.04.200 exists.

(b) The application seeks authorization for tobacco/smoking product retailing that is prohibited pursuant to this section (e.g., mobile vending), that is unlawful pursuant to this code, including without limitation the zoning ordinance, building code, business license ordinance, or that is unlawful pursuant to any other law.

(c) The application seeks authorization for tobacco/smoking product retailing for a proprietor to whom this section prohibits a permit to be issued.

(d) Suspension or revocation proceedings have been initiated by any local, state or federal agency for violations of local, state or federal tobacco control laws within the preceding 60-day period.

(2) Notwithstanding any other provision of this section, prior violations at a location shall continue to be counted against a location and permit ineligibility periods shall continue to apply to a location unless:

(a) The location has been fully transferred to a new proprietor or fully transferred to entirely new proprietors; and

(b) The new proprietor provides the City with clear and convincing evidence that the new proprietor has acquired the location in an arm's length transaction.

(3) Every permit issued under this chapter shall be posted in accordance with PMC 5.04.100.

(4) A tobacco/smoking product retailer's permit is valid only for the location for which it has been issued and may not be transferred from one person to another or from one location to another.

(5) The duration of a tobacco/smoking product retailer permit shall be consistent with the provisions of PMC 5.04.230 and shall be renewed consistent with the provisions of PMC 5.04.250 except that any permit that is suspended, has been permanently revoked, or is subject to suspension or revocation proceedings shall not be renewed.

(6) A tobacco/smoking product retailer permit which is not timely renewed pursuant to PMC 5.04.250 is an expired permit. The tobacco/smoking product retailer shall not engage in tobacco/smoking product retailing at the permitted location until a new permit has been issued for that location.

(7) A denial by the Director of a tobacco/smoking product retailer's permit may be appealed pursuant to PMC 5.04.340. An appeal shall stay all proceedings in furtherance of the appealed action.

(8) A valid City business license is required before a tobacco/smoking product retailer's permit may be issued.

(E) Positive Identification Required. No person engaged in tobacco/smoking product retailing shall sell or transfer a tobacco or smoking product or tobacco/smoking paraphernalia to another person who appears to be under the age of 27 years, without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the tobacco or smoking product or tobacco/smoking paraphernalia.

(F) Minimum Age to Sell Tobacco Products. No tobacco/smoking product retailer shall permit any person who is younger than 18 years of age to engage or participate in the sale of tobacco or smoking products or tobacco/smoking paraphernalia.

(G) Compliance Monitoring and Enforcement.

(1) Compliance with this section shall be monitored by any City official or employee authorized to enforce provisions of this chapter or this code. Compliance checks shall determine, at a minimum, if the tobacco/smoking product retailer is conducting business in a manner that complies with tobacco laws regulating youth access to tobacco. When appropriate, the compliance checks shall determine compliance with other laws applicable to tobacco/smoking product retailing. Nothing in this subsection shall create a right of action in any permit or other person against the City or its agents.

(2) Youth decoys may be utilized during enforcement of this chapter. The City shall not enforce any law establishing a minimum age for tobacco purchases or possession against a person who otherwise might be in violation of such law because of such person's age (herein "youth decoy") if the potential violation occurs when the youth decoy is participating in a compliance check supervised by any City official or employee authorized to enforce provisions of this chapter or this code.

(H) Permit Violations and Penalties.

(1) It shall be a violation of this section for a permittee, or his/her agents or employees, to violate any federal, state, or local law or regulation, including any provision of this chapter, applicable to tobacco or smoking products, tobacco/smoking paraphernalia or tobacco/smoking product retailing.

(2) Tobacco/smoking product retailing by means of a self-service display is prohibited.

(3) It shall be a violation of this section for a permittee or any permittee's agents or employees to violate any local, state or federal law regulating controlled substances or drug paraphernalia, such as, for example, California Health and Safety Code Section 11364.7.

(4) It shall be a violation of this section for any tobacco retailer or any of permittee's agents or employees to sell or offer for sale, or to possess with intent to sell or offer for sale, any flavored tobacco product. There shall be a rebuttable presumption that a tobacco/smoking retailer in possession of four or more flavored tobacco products, including but not limited to individual flavored tobacco products, packages of flavored tobacco products, or any combination thereof, possesses such flavored tobacco products with intent to sell or offer for sale.

(5) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this section shall constitute a violation.

(6) Failure to prominently display the tobacco/smoking product retailer permit in a publicly visible location at the permitted premises shall constitute a violation.

(7) The failure of the permittee to allow any law enforcement service, the Director, or any authorized City official to conduct unscheduled inspections of the premises of the business for the purpose of ensuring compliance with any federal, state, or local tobacco law or regulation, including any provision of this chapter, at any time the business is open for business shall constitute a violation.

(8) Any continuing violation shall constitute a separate offense for each day of the violation.

(9) Violations of this chapter are hereby declared to be public nuisances.

(10) Violations of this chapter are hereby declared to be unfair business practices and are presumed to at least nominally damage each and every resident of the community in which the business operates.

(11) In addition to other remedies provided by this chapter or by other law, any violation of this section may be remedied by a civil action brought by the City Attorney in the name of the City, including, for example, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings and suits for injunctive relief.

(I) Revocation of Permit.

(1) In addition to any other penalty authorized by law, a tobacco/smoking product retailer's permit may be revoked by the City Council in accordance with PMC 5.04.280 through 5.04.300.

(2) Upon a finding by the City Council of a first violation of any provision of this chapter within any five-year period the City shall:

(a) Issue a written warning to the permittee.

(b) Advise the permittee of the penalties for further violations of this section.

(c) Require the permittee to provide documentation to the City that all employees engaged in the retail sales of tobacco or smoking products and/or tobacco/smoking paraphernalia have received training in a City-approved program within 60 days after the warning, or such other time as shall be set by the Director of Planning.

(d) Revoke said tobacco/smoking product retailer's permit for 90 days.

(3) Upon a finding by the City of a second permit violation of any provision of this chapter, within any five-year period, the tobacco/smoking product retailer's permit may be revoked for up to one year.

(4) Upon finding by the City of a third permit violation of any provision of this section, within any five-year period, the tobacco/smoking product retailer's permit may be permanently revoked.

(5) A tobacco/smoking product retailer's permit may be revoked by the City Council if one of the following conditions exist:

(a) One or more of the grounds for denial listed in PMC 5.04.200 existed before the permit was issued; or

(b) A permittee is convicted of a misdemeanor or felony violation of any federal, state, or local tobacco law or regulation, including any provision of this section, or in a different legal proceeding has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any law designated in this section.

(6) A tobacco/smoking product retailer whose permit has been revoked may not apply for a new tobacco/smoking product retailer's permit until 30 days prior to the expiration of the revocation period.

(7) During any period of permit revocation, the tobacco/smoking product retailer must remove from public view all tobacco or smoking products, tobacco/smoking paraphernalia and tobacco-related advertising. Failure to do so may be considered a subsequent violation.

(8) A decision of the City Council to revoke a permit is final.

(J) Tobacco Retailing without a Permit.

(1) In addition to any other penalty authorized by law, if the Director finds that any person has engaged in tobacco/smoking product retailing at any location without a valid tobacco/smoking product retailer's permit, either directly or through the person's agent or employees, the person shall be ineligible to apply for or be issued a tobacco/smoking product retailer's permit for that location as follows:

(a) After the first violation of this section at a location within any 18-month period, no new permit may issue for the person at the location until 120 days have passed from the date of the violation.

(b) After the second violation of this section at a location within any 18-month period, no new permit may issue for the person at the location until six months have passed from the date of the violation.

(c) After the third violation of this section at a location within any 18-month period, no new permit may issue for the person at the location until one year has passed from the date of the violation.

(2) The display of any advertisement relating to tobacco or smoking products or tobacco/smoking paraphernalia that promotes the sale or distribution of such products from the tobacco/smoking products retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location without first obtaining and maintaining a valid tobacco/smoking products retailer's permit pursuant to this section for each location at which the advertisement is displayed is prohibited.

(3) Tobacco or smoking products and tobacco/smoking paraphernalia offered for sale or exchange in violation of this section are subject to seizure by any City official or employee authorized to enforce provisions of this chapter or this code and shall be forfeited after the permittee and any other owner of the tobacco or smoking products or tobacco/smoking paraphernalia seized is given reasonable notice and an opportunity to demonstrate that the tobacco or smoking products or tobacco/smoking paraphernalia were not offered for sale or exchange in violation of this section. The decision by law enforcement services may be appealed pursuant to the procedures set forth in PMC 5.04.340. Forfeited tobacco or smoking products and tobacco/smoking paraphernalia shall be destroyed after the time in which to seek judicial review pursuant to California Code of Civil Procedure Section 1094.6 or other applicable law has expired without the filing of a lawsuit or, if such a suit is filed, after judgment in that suit becomes final.

(4) For the purposes of the civil remedies provided in this section, whichever of the following is greater shall constitute a separate violation of this section:

(a) Each day on which a tobacco or smoking product or tobacco/smoking paraphernalia is offered for sale in violation of this section; or

(b) Each individual retail tobacco or smoking product and each individual retail item of tobacco/smoking paraphernalia that is distributed, sold, or offered for sale in violation of this section.

SECTION 3. This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines because there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs.§ 15061(b)(3)).

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the passage of this Ordinance and this Ordinance shall be published as required by law and shall take effect as provided by law. This ordinance shall become effective on September 2, 2022. The changes to the municipal code caused by this ordinance shall take effect on January 2, 2023, unless the referendum against SB 793 should fail, in which case this ordinance shall not have any effect, and the municipal code shall remain unchanged.

PASSED, APPROVED and **ADOPTED** this 3rd day of August, 2022.

Approved as to form:

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Scott E. Porter
Acting City Attorney

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing Ordinance was duly introduced, passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 3rd day of August, 2022 effective on the 2nd day of September, 2022 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Shanae S. Smith, City Clerk

City Council Staff Report

DATE: **August 3, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER'S OFFICE**

DISTRICT: **ALL**

SUBJECT: **INTRODUCTION ON ORDINANCE NO. 1593, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE ADDING CHAPTER 9 (UNLAWFUL POSSESSION OF A CATALYTIC CONVERTER PROHIBITED) OF TITLE 10 (VEHICLES AND TRAFFIC) OF THE PALMDALE MUNICIPAL CODE ESTABLISHING REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY**

ISSUE

Hold a Public Hearing and adopt Ordinance No. 1593, an Ordinance of the City Council of the City of Palmdale adding Chapter 9 (Unlawful Possession of a Catalytic Converter Prohibited) of Title 10 (Vehicles and Traffic) of the Palmdale Municipal Code establishing regulations prohibiting the unlawful possession of catalytic converters in the City.

RECOMMENDATION

Staff recommends that the City Council:

1. Continue the Public Hearing and adoption of Ordinance No. 1593 to August 17, 2022.

BACKGROUND

Catalytic converters are an external component of a vehicle, accessible from the underside of a parked car. They convert most of a vehicle's emissions into less harmful forms, improving air quality and vehicle performance. As part of their construction, catalytic converters contain valuable materials such as platinum, palladium, and rhodium, rare metals that command ever-increasing prices on the recyclables market.

Catalytic converter thefts are on the rise because individuals are incentivized to commit catalytic converter thefts for multiple reasons including, but not limited to 1). The ease and undetectable nature of committing such thefts, potentially in a matter of seconds and using common tools such as a reciprocating saw; 2). The ability to recycle catalytic converters at scrap mental yards for high dollar amounts ranging from $200 to $1,200

per catalytic converter; and 3). Loopholes in legislation protecting criminals from prosecution unless a victim can be identified.

A report by the National Insurance Crime Bureau stated that the increase in catalytic converter thefts has been dramatic. In 2018, there were 1,298 catalytic converter thefts for which a claim was filed. In 2019, it was 3,389 thefts with a claim. In 2020, catalytic converter thefts jumped to an astounding 14,433, a 325% increase in a single year. Though this reporting does not account for all catalytic converter thefts, it does examine the trend of catalytic converter thefts.

DISCUSSION

The City of Palmdale is no exception to this national trend with residents and the City being victimized by this practice. To date, the Los Angeles County Sheriff Department Palmdale Station reported 184 catalytic converter theft. There is currently no City, State, or Federal legislation applicable within the City of Palmdale to define and punish catalytic converter thefts absent an identifiable victim. Additionally, there is currently no City, State, or Federal legislation applicable within the City of Palmdale requiring individuals to provide proof to law enforcement as to how they obtained catalytic converters. This limits law enforcement's ability to protect the public by preventing catalytic converter thefts and seizing suspected stolen catalytic converters when there is no identifiable victim present. Preventing and punishing these crimes at present is nearly impossible due to the ease and speed with which catalytic converters thefts are committed and the difficulty of tracing a particular catalytic converter back to its prior owner (the victim), because catalytic converters typically have no identifying markers.

Individuals in possession of stolen catalytic converters can recycle them for a substantial profit at a relatively low risk, while victims are forced to pay for costly repairs. By criminalizing the mere possession of an unattached catalytic converter absent proof of ownership or lawful possession, the attached ordinance would combat this criminal activity by (1) Achieving deterrence by establishing zero-tolerance for catalytic converter thefts; (2) Establishing sanctions for possessing stolen catalytic converters; (3) Preventing criminals from profiting from the sale and recycling of stolen catalytic converters; (4) Providing indirect justice to the victims of catalytic converter theft cases that have gone or will go unsolved for the reasons discussed above; and (5) Minimizing the fiscal and personnel impact on the City of Palmdale and the Los Angeles County Sheriff's Department by reducing time invested in deterring and investigating catalytic converter thefts.

FISCAL IMPACT

There is no fiscal impact associated with introducing Ordinance No. 1593

STRATEGIC PLAN

Goal I: Maintain effective public safety and protection for life, property, and the environment.

Objective A: Provide comprehensive and innovative safety services to prevent crime and promote a safe community.

Prepared by:	Terrie Zayas, City Council Chief of Staff
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

City Council Staff Report

DATE: **August 3, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGERS OFFICE**

DISTRICT: **ALL**

SUBJECT: **APPROVE THE AMENDED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALMDALE AND JONES & MAYER FOR INTERIM CITY ATTORNEY SERVICES**

ISSUE

Approve the Amended Employment Agreement between the City of Palmdale and Jones & Mayer for Interim City Attorney Services.

RECOMMENDATION

Staff recommends that the City Council approve the Amended Employment Agreement between the City of Palmdale and Jones & Mayer for Interim City Attorney Services.

BACKGROUND

Following the May 26, 2022, resignation of the City Attorney, the City Council held a special closed session and interviewed several candidates for the position of Interim City Attorney. Staff was directed to enter into negotiations for Interim City Attorney services with Mr. Porter/Jones & Mayer subject to mutual agreement at the present Council Meeting.

DISCUSSION

At the July 20, 2022, special closed session meeting City Council directed the Interim City Manager to enter into negotiations with Scott Porter/Jones & Mayer for Interim City Attorney Services.

FISCAL IMPACT

$255/hr; The fiscal impact for a term ending January 31, 2023, is not to exceed $500,000, to be budgeted in account 10114001-701000 through 705000.

STRATEGIC PLAN

Goal IV: Maintain a desirable community where everyone wants to live, work and play.

Objective: C. Invest in staff and other human resource strategies to attract and retain a highly qualified, diverse, and creative workforce.

Prepared by:	Ronda Perez, Interim City Manager
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Amended Agreement A-7578
2. Original Agreement A-7578

FIRST AMENDMENT TO AGREEMENT A-7578
BETWEEN THE CITY OF PALMDALE AND JONES AND MAYER

This First Amendment to Agreement No. A-7578 (“Amended Agreement”) between the City of Palmdale and JONES AND MAYER is made and entered into this 3RD day of AUGUST, 2022 by and between the City of Palmdale (hereinafter called “CITY”) and JONES AND MAYER (hereinafter called "FIRM").

WHEREAS, the CITY and FIRM entered into Agreement No. A-7578 (the "Agreement") to provide legal services related to litigation and general municipal legal advisory services.

WHEREAS, FIRM represents that FIRM has the expertise and is qualified to perform the services described in the Agreement, and if required, is duly registered under the laws of the State of California.

WHEREAS, FIRM desires to accept such engagement.

NOW THEREFORE, the parties agree as follows:

Subsection 1.a. of the Agreement, entitled, "Scope of Services" shall be revised to provide as follows:

"1.a. The Firm will provide those legal services as may be authorized and assigned by the City Council, or if the Firm is not serving in that capacity, the City Attorney, including, without limitation, legal services as City Attorney (whether in an acting, interim, or permanent capacity), and the areas of litigation, and general advisory services related to municipal law (e.g., land use, public finance, conflicts). The Firm will provide those legal services reasonably required to accomplish City's stated goals."

If the Firm is serving in the role of City Attorney (whether in an acting, interim, or permanent capacity) then the references in the Agreement in paragraphs 3, 4.a, 4.c, 8, 10, and Exhibit A, to the "Palmdale City Attorney" shall mean the "Palmdale City Manager."

The following shall be added to the end of Section 2 of the Agreement:

"Scott Porter shall serve as Interim City Attorney through January 31, 2022 and thereafter until someone (whether Scott Porter, or another person) is named as City Attorney, or a different person is named to serve as Acting or Interim City Attorney.

Subsection 4.e shall be revised to provide:

"e. All fees, charges, costs and reimbursable items for the entire term of this Agreement shall not exceed a maximum of $500,000."

Section 6, entitled, "Term of the Agreement", shall be revised to provide:

"This Agreement will take effect on July 15, 2021 and will remain in effect for a period

of three (3) years or until terminated in accordance with the provisions of Section 7."

Section 9, "Independent Contract" shall be revised to add the following sentence at the end of section 9:

"Notwithstanding the foregoing, if an attorney from the Firm is serving in the role of City Attorney (whether in an acting, interim, or permanent capacity), that attorney may exercise the legal authority granted to the City Attorney."

Section 10, "Assignment and Delegation" is revised such that the following is added to the third sentence, after the word Firm: "for work assigned to the Firm". Also, the word "and" in the last sentence is replaced with the word "or".

Subsection B of Exhibit A is revised to provide: "Hourly Rate: $255.00."

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:	JONES AND MAYER:
Ronda Perez Date Interim City Manager	Richard D. Jones Date Owner
ADDRESS FOR NOTICE: CITY OF PALMDALE 38300 Sierra Highway, Suite A Palmdale, CA 93550	ADDRESS FOR NOTICE: JONES AND MAYER 3777 N. Harbor Blvd. Fullerton, CA 92835
ATTEST:	ATTEST: If Corporation
Shanae S. Smith City Clerk	Secretary

ORIGINAL

AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY OF PALMDALE AND JONES & MAYER

AGREEMENT NO. A-7578

This Legal Services Agreement ("Agreement") is made and entered into by and between the City of Palmdale ("City") and Jones & Mayer ("Firm"), collectively identified as "the parties."

RECITALS:

A. This Agreement is made pursuant to California Business and Professions Code Section 6148, and is intended to fulfill the requirements of that section.

B. The City desires to retain the Firm to provide specialized legal services related to the areas of land use, litigation, as well as general advisory services related to municipal law.

C. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to provide the services contemplated by this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Services.**

a. The Firm will provide those legal services as may be authorized and assigned by the Palmdale City Attorney, including, without limitation, legal services related to the areas of land use, litigation, as well as general advisory services related to municipal law. The firm will provide those legal services reasonably required to accomplish City's stated goals.

b. The legal services the Firm will provide to City will be billed at the rates set forth in Exhibit "A", attached.

2. **Designation of Responsible Attorneys.**

Scott Porter, Esq. is designated as the attorney responsible for providing the legal services under this Agreement to City and for supervising any other attorneys within the Firm assisting him in the performance of those services. The Firm's offices are located at 3777 North Harbor Boulevard, Fullerton, CA 92835.

3. **Confidentiality.**

All reports, information, data, or other documents prepared or assembled by the Firm under this Agreement are confidential and the Firm shall not make the same available to any individual or organization without the prior written approval of the Palmdale City Attorney.

4. **Maximum Contract Amount, Billing Procedures, and Monthly Statements.**

a. The Firm shall submit to the Palmdale City Attorney, within thirty (30) days after the end of each calendar month, an itemized statement of the professional services provided and the time expended providing those services. This statement will be in the form customarily submitted by the Firm to clients that are billed on an hourly basis. The parties acknowledge that payment of all monthly statements is expected to be made within thirty (30) days of the billing date.

b. The Firm will bill the City for items such as, but not limited to, long distance telephone calls, filing fees (if applicable), document duplication, computerized legal research, word-processing, and similar out-of-pocket expenditures. These items will be separately designated on the Firm's monthly statements as "disbursements," and will be billed in addition to the fees for professional services.

c. If the Firm's services are billed by the hour, time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units). Among the services which are routinely billed are telephone conversations and travel time. In addition to the fees charged for services, the Firm also bills for costs incurred, which include, but are not limited to, filing fees (if applicable), messenger and air courier expensed, parking expenses, local and out-of-town travel expenses, facsimile and other communication expenses, postage, and printing costs. In addition, the Firm charges for certain internal costs if incurred on City's behalf, such as photocopying, secretarial overtime, and word processing.

The rate structure in general, or the rates of particular attorneys, may be increased from time to time, after a minimum 30-day written notice to and written consent of the Palmdale City Attorney. To the extent feasible, these adjustments will be made so as to coincide with the beginning of City's fiscal year, which begins on July 1st. If possible, requests to increase fees should be forwarded to the Palmdale City Attorney in February of any given year.

d. The Firm's fees for legal services are based primarily on hourly rates; other factors considered by the Firm in determining a fair fee are set forth in Rule 4-200 of the Rules of Professional Conduct of the California State Bar Association. If persons who are "Of Counsel" to the Firm work on City matters, the Firm and its Of Counsel may from time to time share the fees paid by City; however, if such is the case, City's fees will not be increased in any way, and the fees which City is requested to pay will be the same as would have been payable had there been no such sharing of fees.

e. All fees, charges, costs and reimbursable items for the entire term of this Agreement shall not exceed a maximum of **$100,000.00.**

5. **Resolution of Fee Disputes.**

City is entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles in accordance with the arbitration rules of the Los Angeles County Bar Association for legal fee disputes. If City chooses not to use the Los Angeles County Bar Association's arbitration procedures, City agrees that any disputes regarding the professional services rendered or fees charged by the Firm will be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

6. **Term of the Agreement.**

This Agreement will take effect on July 15, 2021 and will remain in full force and effect for a period of two (2) years or until terminated in accordance with the provisions of Section 7.

7. **Termination of the Agreement.**

City has the right to terminate the Firm's representation at any time, without cause, subject to an obligation to give notice in writing to the Firm at least thirty (30) days prior to termination. The Firm has the same right, subject to an obligation to give City written notice at least ninety (90) days prior to termination so that City will be able to arrange alternative representation. In either circumstance, City agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any pending litigation matters. The Firm agrees to cooperate fully in any such transition, including the transfer of files. Upon termination, all finished or unfinished materials shall become the property of City. Notwithstanding the

termination of the Firm's representation, City will remain obligated to pay to the Firm all fees and costs incurred prior to such termination.

8. **Modifications to the Agreement.**

Unless otherwise provided for in this Agreement, modifications relating to the nature, extent, or duration of the Firm's professional services to be rendered will require the written approval of the Palmdale City Attorney. Any such written approval will be deemed to be a supplement to this Agreement and will specify any changes in the Scope of Services and the agreed-upon billing rate to be charged by the Firm and paid by the City.

9. **Independent Contractor.**

No employment relationship is created by this Agreement with the Firm or any employees of the Firm. For all purposes, the Firm and its employees are independent contractors to City and shall not incur, nor have the authority to incur any debt, obligation, or liability for or against City.

10. **Assignment and Delegation.**

This Agreement contemplates the performance of professional services by the Firm. Neither this Agreement, nor any portion of it, may be assigned or delegated by the Firm without the prior written consent of the Palmdale City Attorney. Delegation to attorneys outside the Firm will be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to perform services in a particular practice area. The Firm will supervise delegated work, except where precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the parties.

11. **Conflict of Interest.**

The Firm affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such interest shall be employed by or associated with the Firm.

12. **Insurance.**

a. The Firm shall obtain and maintain in full force and effect a professional liability insurance policy that provides coverage in an amount not less than $1,000,000 per occurrence. This insurance policy shall provide coverage to the City for any damages or losses suffered by City as a result of any error, omission, or neglect by the Firm that arises out of the professional services rendered under this Agreement. Such insurance may be subject to a self-insured retention or deductible to be borne entirely by the Firm.

b. The Firm will obtain and maintain workers' compensation insurance in accordance with Section 3700 of the California Labor Code.

c. The Firm will obtain and maintain in full force and effect comprehensive general liability insurance in an amount not less than $1,000,000 per occurrence with a $2,000,000 aggregate.

d. All insurance coverage specified above will provide for a minimum of thirty (30) days notice of cancellation by the insurance carrier, and will be maintained in full force and effect throughout the term of this Agreement.

13. **Legal Files.**

a. During the period that the Firm is actively working upon a matter, the files pertaining thereto will be maintained in its offices. After the Firm has concluded working upon a matter, the files may be transferred to an offsite storage facility, from which they can be retrieved upon reasonable notice. All original agreements, modification or deeds, easements or similar original documents should be forwarded to the Palmdale City Clerk either as created or at the expiration of the fourth calendar year following the consummation or conclusion of each matter for which a file is opened. City may request copies of its client matter files at any time, including, without limitation, upon termination of the Firm's engagement. City agrees that upon delivery of any client matter files that it will pay the Firm for its costs incurred in photocopying such files.

b. If the firm is called upon to give testimony or produce documents in any legal or administrative proceeding which concerns City in any way, whether before or after the representation and rendition of legal services to City under this agreement terminates, City agrees to pay the Firm, at it's then prevailing hourly rates, for it's time in investigating, preparing for and in giving testimony and/or in producing documents and for all expense incurred in connection with doing so.

14. **Entire Agreement**

This Agreement will constitute the full and complete agreement and understanding of the parties and supersedes all prior agreements and all other written or oral statements of either party relating to its subject matter.

TO EFFECTUATE THIS AGREEMENT, the authorized representatives of the parties have caused this Agreement to be executed as of the dates indicated below.

CITY OF PALMDALE

J.J. Murphy ICMA-CM
City Manager

JONES & MAYER

Richard D. Jones, Esq.

Attest:

Shanae S. Smith
City Clerk

Approved as to form:

Per HCH

Christopher Beck
City Attorney

EXHIBIT "A"
RATE SCHEDULE

A. Identification.

Client: City of Palmdale
Matter: Any matters assigned by the Palmdale City Attorney.

B. Attorney Fees.

Hourly Rate	$235.00

C. Standard Charges.

Hourly rate will be billed in minimum units of one-tenth hours.

D. Costs and Expenses.

In-office photocopying	$0.25/page
Mileage	IRS prevailing mileage rates
Computerized Legal Research	At vendor cost
Word Processing	Varies
Postage	At vendor cost
Courier and Air Freight Charges	At vendor cost
Messenger Services	At vendor cost
Title Report and/or Litigation Guarantee	At vendor cost
Notary	At vendor cost
Court Photocopying	At cost
Incoming or out-going Fax Charges	$1.00/page
Conference Call Charges	AT&T standard rates or equal
Travel Expenses	At cost
Other reasonable costs	At cost

E. Subject to Change.

The rates on this schedule are subject to change on thirty (30) days written notice and approval by the Palmdale City Attorney. If City declines to pay any increased rates, Firm will have the right to withdraw as Palmdale's counsel.

City Council Staff Report

DATE: **AUGUST 3, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2022-089, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DIRECTING CITY STAFF AND THE SHERIFF TO NOT ENFORCE AGAINST THE PUBLIC COVID-RELATED MASK ORDERS OF THE LOS ANGELES COUNTY DEPARTMENT OF HEALTH**

ISSUE

Adopt Resolution No. CC 2022-089, a Resolution of the City Council of the City of Palmdale Directing City Staff and the Sheriff to not Enforce Against the Public COVID-Related Mask Orders of the Los Angeles County Department of Health.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2022-089.

BACKGROUND

On July 21, 2022, the Los Angeles County Department of Public Health (Health Department) announced that for the second week in a row the number of COVID cases and the number of COVID related hospitalizations have pushed the county into the “high” level. Had the hospitalization not decreased by Thursday July 28, 2022, a new mask order would have gone into effect on Friday July 29, 2022.

DISCUSSION

The Los Angeles County Health Department is the public health agency for the City of Palmdale. The Health Department can enforce health orders, generally through warnings and citations that are issued through visits to businesses. The Health Department recently reported that less than 1 percent of the businesses in the county have received citations.

The Center for Disease Control (CDC) has established the concept of “community level” which uses various criteria to help counties determine the prevention steps to be taken based on the COVID-19 levels in an area. The three different community levels are low, medium and high.

On July 21, 2022, the Health Department announced that for the second week in a row the number of COVID cases and the number of COVID related hospitalizations have pushed the county into the "high" level. The number of cases is generally a leading indicator of subsequent increases in the hospitalization rate. The Health Department had indicated that unless the hospitalization rate decreased below 10 per 100,000 by Thursday July 28, 2022, the Health Department would have caused a new mask order to go into effect on Friday July 29, 2022.

Based on telebriefings, other communications, and past health orders from the Health Department, it was expected that the mask mandate would have applied indoors to anyone age two or older at facilities such as shared office space, manufacturing and retail settings, event spaces, restaurants and bars, gyms and yoga studios, educational settings and children's programs. Under the health order, businesses would likely have been required to offer employees masks and notify them of mask-wearing requirements. Additionally, businesses would be obligated to place signage informing customers of indoor masking. Such masking order would likely have been in effect until the County experienced at least two weeks at the "medium" community level.

It is expected that if, in the future, the number of COVID cases in Los Angeles County rose, that the Health Department may opt to issue County-wide health orders to require masks to prevent the spread of COVID-19.

This resolution is intended to allow the public to choose for themselves whether to wear a mask in public. This resolution would result in a commitment to not use city resources to enforce against the public any future COVID-related indoor mask mandate of the Los Angeles County Health Department.

FISCAL IMPACT

Possible cost savings by allowing staff and the sheriff to do other work.

STRATEGIC PLAN

Goal I: Maintain effective public safety and protection for life, property, and the environment.

A. Provide comprehensive and innovative safety services to prevent crime and promote a safe community.
B. Be prepared to protect life, property, and the environment in the event of catastrophic disasters and emergencies.

Prepared by:	Ronda Perez, Interim City Manager
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Resolution CC 2022-089

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DIRECTING CITY STAFF AND THE SHERIFF TO NOT ENFORCE AGAINST THE PUBLIC COVID-19 RELATED MASK ORDERS OF THE LOS ANGELES COUNTY DEPARTMENT OF HEALTH

WHEREAS, the Los Angeles County Department of Public Health ("Health Department"), from time-to-time issues orders to the general public, requiring that the public wear masks in specified locations to deter the spread of COVID-19; and

WHEREAS, as recently as last week, the Health Department had nearly issued an order to require indoor use of masks in specified circumstances;

WHEREAS, the Health Department has its own employees to enforce Health Department orders; and

WHEREAS, if Palmdale were to enforce Health Department mask mandates, that would require the diversion of public resources away from other matters; and

WHEREAS, the current Los Angeles District Attorney has directed that the District Attorney's Department file misdemeanor charges in only very limited circumstances;

WHEREAS, if the Los Angeles County Sheriff, who provides law enforcement services in Palmdale, were to arrest any individuals for violations of the County Health Officer's orders, it is unlikely that the District Attorney would prosecute any such cases, and the actions of the Sheriff would have been wasted;

WHEREAS, on April 1, 2022, the City Council adopted Ordinance 1577, which, among other things stated, "Business in Palmdale are prohibited from requiring patrons or customers to provide any documentation certifying COVID-19 vaccination or post-transmission recovery to gain access to, entry upon, or service from the business."

WHEREAS, it is necessary to protect the fundamental rights of people and allow the free flow of commerce within the City;

WHEREAS, the City of Palmdale Charter states its purpose is to "restore to our community the historic principles of self-governance inherent in the doctrine of home-rule."

THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. Non-Enforcement. The City Council hereby declares that the Sheriff and city staff should not take action to enforce against the public any COVID-related mask order of the Health Department.

Section 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this resolution or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this resolution or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this resolution and the benefits to the City and the public are not substantially impaired.

PASSED, APPROVED and **ADOPTED** this 3rd day of August, 2022.

Approved as to form:

Scott E. Porter
Acting City Attorney

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 3rd day of August, 2022 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____ _____
Shanae S. Smith, City Clerk

CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL

M E M O R A N D U M

TO: City Clerk

FROM: Laura Bettencourt, Councilmember

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: August 3, 2022

During the period July 1, through July 31, 2022, I attended the following meetings and events:

July 13: Regular Council Meeting

July 20: Council Workshop